

SCHEDULE 3 – PROFESSIONAL SERVICES

SERVICES OVERVIEW

We will provide the Services as described in This Schedule 3 including the installation and configuration of the Licensed Applications on the Equipment. The Support and Standard Support Levels as detailed in Schedule 4 shall apply with effect from the Services Completion Date following the completion of the Services.

1. PROJECT MANAGEMENT

1.1. The process of specifying/developing/implementing the Systems detailed in Part A clause 6 that will be managed by the Project Manager (“the Project”).

1.2. Prior to any Services or Systems being provided, a project manager or an employee/contractor of Our choosing will be assigned to manage the Project (“the Project Manager”).

1.3. Prior to the commencement of any Services You must ensure that all Equipment (including the required servers if hosting is not part of the Systems) is to the required Specification required to run the Licensed Applications in Part A clause 6.

1.4. During the course of the Project the Project Manager will be Your primary point of contact.

1.5. A number of Project Management Days will be assigned to the Project. These "days" are made up of 6 hours. The term "day" makes no reference to total duration.

1.6. The Project Manager will create a document following requirements gathering activities that will define the scope of the project and detail the statement of works (“Scope”), expected benefits and requirements (“the Project Brief”).

1.7. The Project Manager will create a document that will need to be approved by You before the commencement of any further Services that will compile the required documents for the Project, detail key dates, stages and relevant project information (“the Project Plan”).

1.7.1. If no agreement is received and all Reasonable Efforts have been taken by the Project Manager to tailor the Project Plan to You, We reserve the right, without prior notice, to reject the Project or apply Additional Charges for the extra time required to complete further changes.

1.7.2. We reserve the right, with prior notice, to apply Additional Charges for the time required to include the additional work(s) or reject Change Requests at our sole discretion.

1.7.3. The Project Plan will include Charges schedule that will be derived from the Estimated Implementation Fee defined in Part A clause 6 and updated to reflect the Scope. Charges may be billed on milestones detailed in the Project Plan. Some or all of the milestones may require a payment to be released by You to Us before the Project can continue. Withholding of any such payment without our written agreement will be treated as You placing the project on hold and the below clause 1.8 allows Additional Charges to be raised. All Charges and Additional Charges to be agreed by both parties in advance.

1.8. The Project Manager will require You to provide information and resources in a timely manner to keep the Project to plan and schedule.

1.9. Our project approach treats You as a team member and We will include You in project activities, communications and reviews.

1.10. Project Products that are part of the agreed Project and project scope will be freely available to You unless deemed and specifically notified in advance as being commercially sensitive, and therefore only for Our internal use.



1.11. The number of Project Management Days has been set to cover all normal eventualities. Additional Charges may be raised for Project Management per day as detailed in Part A clause 6 when the Project is delayed, extended, re-scoped, subject to a Change Request and/or placed on hold by You as a result of deviation from the agreed Project Plan at any point during the Project. You will be notified in writing by the Project Manager prior to the charges being raised for your approval.

1.12. Should You feel that the Services are not being provided as laid out in the above clauses You should raise a concern in the first instance to the Project Manager. If You feel the response or action is inadequate a further concern should be raised with the department Manager.

2. SPECIFICATION / DEVELOPMENT / IMPLEMENTATION

2.1. The Development Days (defined in 2.4) included are intended to deliver the Systems detailed in Part A clause 6 with no amendments/alterations/extraordinary requirements. Whilst We make every effort to offer the Services within the agreed rate, if during the course of the planning of the Project or the Project itself the Project Manager encounters an undisclosed requirement or restriction, additional Development Days may be charged. You would be offered the opportunity to avoid such charges if You agree to release the requirement/restriction. These Additional Charges are detailed in Schedule 1.

2.2. A Specification document will be produced prior to any development activity commencing for Your agreement. This document will be to define the functionality of a given product and measure the development activity success through quality assurance and testing.

2.3. We will undertake reasonable works to amend the Specification document where a hitherto unrealised and unforeseeable requirement appears. We will not amend the document where such an amendment would constitute a Change Request.

2.4. A number of Development Days will be assigned to the Project. These "Days" are made up of 6 hours. The term "day" makes no reference to total duration.

2.5. The number of Developer Days has been set to cover the implementation and normal development tasks of installation. Additional Charges may be raised for Development when the Project is delayed, extended, re-scoped, subject to a Change Request and/or placed on hold by You as a result of deviation from the agreed Project Plan. You will be notified in writing by the Project Manager prior to the charges being raised for Your approval.

3. INSTALLATION

3.1. We will install the Licensed Applications on the Equipment in accordance with the timescale(s) agreed by You and Us in writing. Your personnel shall provide Us with all assistance reasonably requested by Us to enable Us to do this.

3.2. If agreed by You and Us in writing, We will be responsible for creating Your Configuration Data so that it is stored in the correct form at and capable of being used in conjunction with the Licensed Applications and, in that event then (unless otherwise agreed) We will warrant that We will use reasonable care and skill to ensure that the posting of Your Configuration Data by Us will be accurate.

3.3. If the Configuration Services include the incorporation of Your Configuration Data into the Software then You warrant that Your Configuration Data is complete and accurate and fit for the purpose for which it is supplied and You grant Us a royalty free, non-exclusive, non-transferable, non-sublicensable licence to the extent necessary for Us to use, apply and incorporate Your Configuration Data into the Software.

4. TRAINING

4.1. A number of Training Days will be assigned to the Project. "Training Days" are made up of 6 hours. The term "day" makes no reference to total duration.

4.2. The number of Trainer Days has been set to cover the implementation and normal training tasks. Additional Charges may be raised for training when the Project is delayed, extended, re-scoped, subject to a Change Request and/or placed on hold by You as a result of deviation from the agreed Project Plan. You will be notified in writing by the Project Manager prior to the charges being raised for Your approval.



- 4.3. Training is a required part of the Services and is essential for Your operation of the Systems.
- 4.4. A training plan will be produced by the Trainer and reviewed by the Project Manager. The training plan will be included in the Project Plan.
- 4.5. We shall provide such training as shall be deemed to be required by Us to enable Your satisfactory operation of the Licensed Applications. We shall also supply You (without additional charge) with such number of copies of the Documentation as You shall reasonably require.
- 4.6. Training shall be provided to such members of Your staff at a group training session as We shall judge to be a feasible number which shall not be more than 6. We may agree to train more than 6 delegates in exceptional circumstances which would be reviewed on a case by case basis and would be subject to Additional Charges. Subject to the following clauses 4.7 and 4.8, We shall bring one or more members of Your staff (at our discretion) to such a level of competence in using the Licensed Applications as shall in Our reasonable opinion allow them to train other members of Your staff in the use of the Licensed Applications.
- 4.7. It is Your obligation to ensure that the staff You provide to be trained are conversant in the operation of the Equipment and are reasonably capable of assimilating a training programme designed by Us to operate the Licensed Applications.
- 4.8. If at the end of the allotted Trainer Days You require additional training that was not included in the Statement of Works You shall be charged a daily fee as per the Additional Charges in Schedule 1.
- 4.9. Certain equipment and facilities will be required in order to complete the training and will be detailed in the Training Plan. You should provide such equipment and facilities to Us. Failing to do so may result in training being delayed/postponed and notwithstanding the below clause 4.10 may incur Additional Charges.
- 4.10. Scheduled Training that has been confirmed by You that is cancelled, postponed or is not attended may result in Additional Charges being raised to complete the Training on another date. For cancellations and postponements, We will accept Your notice in writing no less than thirty days prior to the scheduled date and in such case We will waive the right to apply Additional Charges.

5. ACCEPTANCE

- 5.1. Over the course of the Project We will require Your acceptance of work packages in order to continue. This will be in the form of an "Acceptance Certificate" that will be sent to You on completion of the related work package.
- 5.2. We shall use Our Reasonable Efforts to complete any and all work which may be required for the Licensed Applications to meet the Specifications; however, You acknowledge that between the Billing Date and the Services Completion Date the Licensed Applications may not be fully operational.
- 5.3. The Project Manager will produce a Project Closedown Report at the end of the Project to enable Our support team to become Your primary point of contact. The Project Closedown Report will be open for Your comment and agreement for thirty days following its submission. After this time if no response is received, providing notification has been given by Us to You via the Project Manager or Account Manager, we shall assume Your acceptance.

6. BANKED HOURS / SERVICE WORK CHARGES

- 6.1. At Customer's option, Customer may procure a bank of hours ("Banked Hours") which are priced at a fixed fee with an assumption of hours. The fee is billed up front upon and payable in advance upon execution of the Agreement.
- 6.2. Banked Hours must be consumed within 1 (one) year of the Agreement Date and cannot be applied to services outside of this Schedule.
- 6.3. We shall provide You with an invoice for the total Agreed price upon execution of the Agreement.



6.4. Payment will be due either, prior to commencement of any work or by the due date on the invoice, whichever is sooner. If the Bank of Hours has not be paid or considered past due, then any work performed will be invoiced at the current per hour rates and minimums for time and material.

7. PAYMENTS

7.1. Withholding or deducting payments as a result of any issue You may have with the standards of our Professional Services will constitute a breach of contract under Part B clause 5.1 of the Agreement. Any such dispute should be handled under the terms of Part B clause 19 of the Agreement.

