



The terms of this Schedule (the “*Professional Services Schedule*”) apply in addition to the Master Terms to all Professional Services provided to Client.

1. SCOPE

- 1.1. This Professional Service Schedule will apply whenever a Client subscribes to Professional Services under an SOW. Capitalized terms used in this Professional Services Schedule are defined in the Master Terms or in clause 11 below.
- 1.2. In some cases additional or modified rights to those provided in this Professional Services Schedule apply to particular SOWs, and these are set out in the SOW.

2. PROVISION OF PROFESSIONAL SERVICES

TR will provide the Professional Services identified on the SOW to Client. The Professional Services will be provided at TR's premises unless a Site is specified on the SOW in which case they will be provided at the Site.

3. CLIENT OBLIGATIONS AND TIMETABLE MANAGEMENT

- 3.1. Client will take all reasonable steps to ensure the health and safety of any TR personnel carrying out the Professional Services while they are at the Client's premises.
- 3.2. The provision of the Professional Services are dependent upon Client, at all times and in a timely manner:
 - (a) supplying a qualified project manager to represent Client and co-operate and work with TR during the entire Professional Services engagement;
 - (b) providing TR personnel with access to the Site(s) and such equipment, systems and technical services as they may reasonably require for the performance of the Professional Services, subject to clause 8.2;
 - (c) ensuring that TR has such access to and full co-operation of the technical and managerial personnel of Client and any applicable third parties who have the appropriate skill, experience and knowledge as TR may reasonably require;
 - (d) providing TR with information, specifications or instructions of sufficient detail, accuracy and completeness as are reasonably required by TR;
 - (e) ensuring that any equipment, operating systems and other software which TR is requested by Client to use or modify and any material or information provided to TR is either owned by Client or that Client has all necessary rights to authorise TR to use or modify it; and
 - (f) performing any additional obligations or dependencies specified in the SOW.
- 3.3. Where TR is prevented from performing its obligations under the SOW as a result of any failure or delay by Client to perform its obligations or dependencies under the Agreement then, without prejudice to TR's other rights or remedies, TR shall be entitled to:
 - (a) request a meeting with Client's senior management and Client shall make relevant personnel from its senior management available to discuss and, where applicable, agree the reasons for and the consequences of such failure or delay; and/or
 - (b) submit a CCN (as defined below) for execution by Client, which sets forth any amendments to the provisions of the Agreement as a result of any such delay or failure by Client, including the Fees and/or the Timetable. Client shall not unreasonably withhold or delay agreement under this clause 3.3.
- 3.4. Without prejudice to any other right or remedy available to TR, TR will not be liable for any failure to comply with any Timetable or any other obligation under the Agreement, if such failure is as a result of Client's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner.

4. DELIVERY AND ACCEPTANCE

- 4.1. Where the SOW specifies that there are Acceptance Criteria for the Deliverables, the following terms apply:
 - (a) TR will use reasonable endeavours to complete the Deliverables and submit them for acceptance testing by Client in accordance with the Timetable.
 - (b) Upon receipt of the Deliverable(s), Client shall promptly test the Deliverable(s) to determine whether they conform substantially to the Acceptance Criteria. Acceptance of the Deliverables will occur on the earlier of the date: (i) on which Client indicates in writing to TR that the Deliverables substantially conform to the Acceptance Criteria or are otherwise accepted; (ii) on completion of the Deliverable Acceptance Period if, within that period, Client fails to notify TR of any substantial non-conformances to the Acceptance Criteria in accordance with clause 4.2 below; (iii) on which TR can reasonably demonstrate that the Deliverables substantially conform to the Acceptance Criteria; or (iv) after the Deliverables have first been used by Client in a production environment.
 - 4.2. If Client determines that the Deliverables do not substantially conform to the Acceptance Criteria, Client shall submit to TR a list of all such non-conformances together with evidence of such non-conformances in a format reasonably specified by TR from time to time (an “**Acceptance Test Report**”).
 - 4.3. Client shall notify TR of acceptance or submit an Acceptance Test Report in each case by email, marked “Acceptance Test Report” in the subject heading, to TR's customer support department and its account manager at the email addresses notified by TR from time to time.
 - 4.4. If the Deliverables are not accepted pursuant to clause 4.1(b), TR may modify the Deliverables and re-submit them to Client for acceptance and the provisions of clauses 4.1(b), 4.2 and 4.3 shall apply only to such re-submission(s).
 - 4.5. If no Acceptance Criteria are specified in the SOW then Client shall be deemed to have accepted the Deliverables upon delivery.
- ## 5. CHANGE CONTROL
- 5.1. Either party may request changes to the Professional Services, the Deliverables and/or its Specification, the Timetable or the Fees by submitting a request to the other party in writing (including by email), marked “**Change Control Request**” in the subject heading and conforming with any other format requirements advised by TR.
 - 5.2. TR shall carry out an initial assessment of the change request, including seeking further information from Client where required and shall respond to Client stating whether in principle TR is prepared to carry out the requested change. TR may reject a change request, acting reasonably.
 - 5.3. Client shall co-operate with and provide such information and assistance (including making appropriate personnel available for meetings) as is reasonably requested by TR in order to respond to a change request as soon as reasonably practicable.
 - 5.4. Where TR agrees in principle to a change, TR shall prepare and submit to Client a formal change control note (a “**CCN**”) setting out: (i) the scope and impact of the change, including changes to the scope of the Specification and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement, including the Fees, as the case may be.
 - 5.5. No requested change shall have effect unless and until each party has signed the relevant CCN.

6. USAGE PERMISSIONS AND RESTRICTIONS

Subject to the terms of the Agreement, TR grants Client a limited, non-exclusive, non-transferable, permission during the Term to use the Deliverables for the Client's internal business purposes to the extent required for the proper enjoyment of the Professional Services. Where the Deliverable includes configuration or

modifications to TR's standard Software or other Services, permission to use the Deliverable is granted on the same basis as that which applies to the relevant Software or other Services. Note that clause 5.2 (Usage Restrictions) of the Master Terms apply to the Deliverables.

7. INTELLECTUAL PROPERTY

Client agrees that all intellectual property rights in Deliverables developed by or on behalf of TR as part of any SOW are and will remain the exclusive property of TR.

8. PERSONNEL

8.1. TR will take reasonable steps to ensure that any of its personnel performing the Professional Services at the Site will comply with any reasonable security, health and safety or confidentiality requirements of Client relating to that Site that are notified in advance.

8.2. TR shall bring to the Site any equipment that it is required to as specified in the SOW.

8.3. Client agrees that during the term applying to the Professional Services, and for twelve (12) months thereafter, it will not, without the prior written consent of TR, directly or indirectly employ or engage or solicit for employment or engagement any employee of TR provided that Client shall not be in breach of this clause 8.3 if such employment results from a response to a general public advertisement for employment or talent search engagement not specifically targeted at the relevant employee.

9. INDEPENDENT CONTRACTOR

TR and Client agree that TR is an independent contractor.

10. SURVIVAL OF TERMS

Clauses 7 and 8.3 of this Professional Services Schedule shall survive termination of the Agreement or the applicable Professional Service, along with any others that by their nature should survive.

11. DEFINITIONS

Acceptance Criteria - the acceptance criteria for the Deliverables as described on the SOW.

Deliverable - any deliverable or output to be provided to Client in connection with a Professional Service as set out in the SOW, excluding any Client Materials contained in the Deliverables and standard Software and Documentation provided by TR.

Deliverable Acceptance Period – means, unless otherwise set out in the SOW, in relation to a documentary Deliverable, a period of five (5) days following submission of the documentary Deliverables for acceptance and in relation to other Deliverables, a period of ten (10) days following submission of the Deliverable for acceptance.

Specification - where applicable, the functional and/or technical requirements specification for a Deliverable as set out or referred to in the SOW.

SOW - any written statement of work governed by the Master Terms detailing the Professional Services Client orders which has been accepted by TR.

Timetable - the timetable set out in the SOW for the provision of the Professional Services and delivery of any Deliverables.