



PROFESSIONAL SERVICES SCHEDULE (VERSION 1.2)

The terms of this Professional Services Schedule apply, in addition to the terms of the main body of the Terms and Conditions, to all Professional Services provided to Client.

1. DEFINITIONS

1.1. In this Professional Services Schedule, the following capitalised terms have the following meanings:

“**Acceptance Criteria**” means the acceptance criteria for the Deliverables as described on the SOW;

“**Deliverable**” means any deliverable or output to be provided to the Client in connection with a Professional Service as set out in the SOW, excluding any Client Materials contained in the Deliverables and standard Product and Documentation provided by TR;

“**Deliverable Acceptance Period**” means 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 unless otherwise set out in the SOW;

“**Specification**” means, where applicable, the functional and/or technical requirements specification for a Deliverable as set out or referred to in the SOW; and

“**Timetable**” means the timetable set out in the SOW for the provision of the Professional Services and delivery of any Deliverables.

2. PROVISION OF PROFESSIONAL SERVICES

TR will provide the Professional Services identified on the SOW to the 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. The Client will take all reasonable steps to ensure the health and safety of any TR personnel and/or contractors carrying out the Professional Services while they are at the Client’s premises and provide them with such equipment and technical services as they may reasonably require for the performance of the Professional Services.

3.2. The provision of the Professional Services shall be dependent upon the Client, at all times:

3.2.1. ensuring in a timely manner that TR has such access to and full co-operation of the technical and managerial personnel of the Client and any applicable third parties who have the appropriate skill, experience and knowledge as TR may reasonably require;

3.2.2. providing TR in a timely manner with information, specifications or instructions of sufficient detail, accuracy and completeness as are reasonably required by TR;

3.2.3. ensuring that any equipment, operating systems and other software which TR is requested by the Client to use or modify and any material or information provided to TR is either owned by the Client or that the Client has all necessary rights to authorise TR to use or modify it; and

3.2.4. will use all reasonable efforts to perform any additional obligations specified in the SOW in a timely manner.

3.3. Where TR is prevented from performing its obligations under the SOW as a result of any failure or delay by the Client to perform its obligations under the Agreement (including any failure to attend workshops or to make decisions) then, without prejudice to TR’s other rights or remedies, TR shall be entitled to:

3.3.1. request a meeting with the Client’s senior management and the 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

3.3.2. submit a CCN (as defined below) for execution by the Client, which sets forth any amendments to the provisions of the Agreement as a result of any such delay or failure by the Client, including the Fees and/or the Timetable.

The 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, if such failure is as a result of the Client’s failure to perform or delay in performing its obligations 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:

4.1.1. TR will use commercially reasonable endeavours to complete the Deliverables and submit them for acceptance testing by the Client in accordance with the Timetable.

4.1.2. Upon receipt of the Deliverable(s), the 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:

(a) on which the Client indicates in writing to TR that the Deliverables are accepted;

(b) on completion of the Deliverable Acceptance Period if, within that period, the Client fails to notify TR of any non-conformances to the Acceptance Criteria in accordance with clause 4.2 below;

(c) on which TR can reasonably demonstrate that the Deliverables conform to the Acceptance Criteria; or

(d) after the Deliverables have first been used by the Client in a production environment.

4.2. If the Client determines that the Deliverables do not conform to the Acceptance Criteria, the 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. The 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 4.1.2, TR may modify the Deliverables and re-submit them to the Client for acceptance and the provisions of clauses 4.1.2, 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 Deliverable and/or its Specification or the Professional Services by submitting an email request, marked “Change Control Request” in the subject heading, to the other Party in writing, including by email.

5.2. TR shall carry out an initial assessment of the change request, including seeking further information from the Client where required and shall respond to the Client stating whether in principle TR is prepared to carry out the requested change. TR may reject a change request in its absolute discretion.

5.3. The 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 the 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 as is required to give effect to an amendment to the Agreement.

6. RIGHTS OF USE

- 6.1. TR grants the Client a limited, non-exclusive, non-transferable, worldwide license during the Term to use the Deliverables for the Client's internal business purposes and to the extent required for the proper enjoyment of the Professional Services. Where the Deliverable includes configuration or modifications to TR's standard Products or Services, the output shall be licensed on the same basis as Content or Software as set out in the Content Schedule or the Software Schedule, as applicable.

7. PERSONNEL

- 7.1. At all times during the Term, all TR personnel carrying out a Professional Service will remain subject to the overall control of TR and to the terms of their employment or engagement by TR.
- 7.2. TR will take commercially reasonable steps to ensure that any of its personnel performing the Professional Services at the Site will comply with any reasonable security or health and safety requirement of the Client relating to that Site, provided those requirements have been previously notified to TR.
- 7.3. The Client agrees that during the Term 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 7.3 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.

8. SURVIVAL OF TERMS

Clauses 1 and 7.3 of this Schedule shall survive termination or expiry of the Agreement or the applicable Professional Service.