

# PROFESSIONAL SERVICES ATTACHMENT (MS CRM Only) TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form (“**We/Us**”) and the customer identified in the signature block in the Order Form (“**You/Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date of the relevant Order Form/SOW. Capitalised terms that are not otherwise defined in this Attachment shall have the meanings set forth in the Master Agreement. The parties agree to the following:

## 1. PROFESSIONAL SERVICES

**1.1 Work Authorisations/Statements of Work.** We will perform the mutually agreed upon services described in one or more work orders, work authorisations or statements of work, project plans and/or Order Form(s) (collectively “**SOW**”) as the parties may agree to in writing from time to time. Each SOW, once executed by the authorised representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Attachment, in the event of a conflict between the terms of this Attachment and the terms of a SOW, the terms of the SOW shall prevail.

**1.2 Change Orders.** Either party may propose a change via a Change Control Notice (CCN) order to add to or change the work ordered in the SOW. Each change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to Us, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

**1.3 Costs.** Professional Services may be provided on a time and materials (“**T&M**”) basis at Our T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in the SOW. You are responsible for paying Us for Our reasonable expenses in addition to the services rates. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good-faith estimate for Your budgeting and Our resource scheduling purposes and not a guarantee that the work will be completed for the amount specified. Where at your request We spend more than four (4) hours evaluating a potential CCN to produce a recommendation for a CCN, You agree to pay us for the additional time to author the CCN at our current T&M day rates.

**1.4 Delays/Costs Overruns.** In the event of any delay in the performance of any of Your obligations set forth herein or any other delays caused by You, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be invoiced by Us.

**1.5 Call-Off Orders.** Where You choose to purchase bulk orders of Professional Services time from which You can call upon when needed, the following shall apply:

A Statement of Work document will be used to scope and reference each project funded from the Call-Off Orders.

Our current day rates shall apply at the time of scoping projects from the Call-Off Orders.

The purchased Call-Off Orders must be used within twelve (12) months from the Effective Date of the Order Form.

If funds from the Call-Off Order remain not utilised at the end of the twelve (12) month period, the remaining funds shall be invoiced as consumed where the Agreement is a time to be invoiced Agreement or recognised fully by Us where the Agreement permitted the Order to be invoiced up front.

**1.6 Training.** We require that You purchase training hours based upon Our recommendation. Support Services may not be used as a substitute for training.

**1.7 Bespoke Modifications/Development.** You can request that We undertake development work to create Bespoke Modifications provided that We have the sole discretion whether to undertake such work. Such Bespoke Modifications may be in respect of 1) to Our Software, or 2) Third Party Product.

### 1.8 Bespoke Modifications to Our Software.

1.8.1 Bespoke Modifications cannot be guaranteed to become part of Our Software in the future.

1.8.2 Any Bespoke Modification or alteration to Our Software including, but not limited to, Interfaces to Our Software from Third Party Product, must be maintained and supported as part of the Support commitments You agreed under the Software Licence and Support Attachment. The applicable fee for Support of Bespoke Modifications in the first year is specified in the Order Form. Such Support for Bespoke Modifications will only be provided so long as the version of Our Software for which it was originally supplied remains supported by Us. We reserve the right to impose additional charges to enable Bespoke Modifications commissioned by You to work against Updates to Our Software. Should Bespoke Modifications commissioned by You be included as standard functionality in a later release of Our Software, at Our sole discretion, You will not need to renew any Support for the Bespoke Modification following the installation of the Update, in a live environment, that incorporates such modifications as standard functionality. No refund of the initial development costs or of Support Services fees will be made.

1.8.3 Nothing contained in this clause shall oblige Us to make, develop or produce any specific Update, upgrade, release, option or future product for You or any third party.

### 1.9 Bespoke Modifications to Third Party Product.

1.9.1 We will agree to undertake Bespoke Modification to Third Party Product only where we have been appointed to do so by the relevant third party licensor/owner (as appropriate).

1.9.2 Bespoke Modifications cannot be guaranteed to become part of Third Party Product in the future.

1.9.3 Third Party Product Bespoke Modifications may be maintained and supported under the Dynamics Support Attachment.

1.9.4 Nothing contained in this clause shall oblige Us to make, develop or produce any specific Bespoke Modification for You.

**1.10 Resources.** Our project team members will perform their duties through a combination of on-site and off-site activity as they determine and You agree that access to Our project team members shall be on a non-exclusive basis.

**1.11 Working Hours.** unless otherwise stated, Our fees are for the work performed during standard UK business hours, based on a six and a half (6.5) hour day performed between the hours of 08:00 – 17:30 (with one (1) hour for lunch) Monday to Friday excluding English Bank holidays. Where at Your request We perform Professional Services outside normal working hours, the following day rates will apply:

Services performed between 17:30 and 08:00 Monday to Friday excluding English Bank Holidays – 150% of the normal day rate.

Services performed on English Bank Holidays or between 6am Saturday and 9am Monday – 200% of the normal day rate.

**1.12 Cancellation.** Cancellation charges are applied to project termination and the service days booked / scheduled and then subsequently cancelled by You, based on the following table of charges:

Cancellation Type	Cancellation Notice Period	Charges
Order or Project Termination	Project not yet started	25% of Total Order Value
	In progress project termination	50% of Remaining Order Value

Cancellation Type	Cancellation Notice Period	Charges
In-Progress Project Booking and Scheduled Cancellations	14 working days or more prior notice	NIL
	8 to 13 working days prior notice	25%
	5 to 7 working days prior notice	50%
	Less than 5 working days prior notice	100%

Any travel expenses incurred by Us relating to cancelled and rescheduled services shall be recharged to You in the event these expenses cannot be recovered by Us.

## 2. PROJECT MANAGEMENT

**2.1 Responsibility.** We shall be responsible for securing, managing, scheduling, coordinating and supervising Our personnel, including Our subcontractors, in performing the Professional Services.

**2.2 Cooperation.** You shall provide Us with good-faith cooperation and access to such information, facilities, personnel and equipment as We may reasonably require in order to provide the Professional Services, including, but not limited to, providing security access, information and Your personnel. In addition, certain roles and/or responsibilities specific for the delivery of Professional Services may be allocated to You from time to time by agreement and set out in an SOW. You acknowledge and agree that Our performance is dependent upon the timely and effective satisfaction of Your responsibilities whether stated hereunder or in an SOW, and timely decisions and approvals by You in connection with the Professional Services. We shall be entitled to rely on all Your decisions and approvals.

**2.3 Remote Access.** You shall ensure that Our assigned technical personnel are able to access the Your system remotely. You shall be responsible for providing access through any security measures You deem necessary. We at Our discretion shall decide whether access to the system is sufficient for installation purposes.

**2.4 System Back-Up and Loss Of Data Or Applications.** It is entirely Your responsibility to ensure that You make adequate provisions for the back-up and safe storage of Your application(s), data and any other elements of Your systems. We are not responsible for loss of data or loss of use of any Your computer or network systems under any circumstances.

**2.5 Testing.** As part of the Services, We shall provide limited testing and remedial work on any deliverables produced as part of the Services, in the event that there are any deviations in the deliverables when compared to the agreed functional specification. Such testing and remedial work shall be performed according to an agreed test plan, or, in the absence of such a plan, We shall use Our reasonable endeavours to perform the same within the time constraints imposed by the project. It is Your responsibility to assure Yourself that any deliverable performs to the agreed functional specification prior to issuing an acceptance certificate and/or before it is used in a live environment. Where You fail to issue an acceptance certificate, all Services and related deliverables are deemed to be accepted by You at the earlier of: Your use of the Services/related deliverable in a live environment or [10] business days from the completion of the Services.

## 3. LICENCE

### 3.1 Bespoke Modifications.

**3.1.1 To Our Software.** Where any Professional Services include development of Bespoke Modifications, We grant You, upon full payment of the applicable fees and charges, and on the terms of the Software Licence and Support Attachment and the Master Agreement (including the restrictions set forth in clause 5.2 thereof), a licence to use such Bespoke Modifications. Support fees shall also apply, as set out herein and in the Software Licence and Support Attachment.

**3.1.2 To Third Party Product.** Any Bespoke Modification or other works to any Third Party Product are licensed to You and (if applicable and where noted in the Order Form, the Licensed Companies), as a personal, non-transferable, non-assignable, non-exclusive, indivisible, licence to run and use the Bespoke Modification(s) to the Third Party Product for Your own business operations.

**3.2 Licence by You.** You shall obtain all necessary consents from third party licensors and You grant to Us a non-exclusive, non-transferable royalty-free licence (including the right to sub-license to Our sub-contractors) to use such property and equipment of Yours or Your suppliers that are necessary to Our performance of the Professional Services.

**3.3 Inherently Dangerous Applications.** Unless otherwise agreed in writing between You and Us, program code developed or modified under this Agreement is not developed or licensed for use with, nor is to be used in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. You shall notify each of Your end users of this limitation, and shall remain liable for the actions or omissions of such end users which results in a breach of this provision. We shall accept no liability whatsoever for any claims or damages arising under this Agreement if You or Your end users use the program code for such applications. You shall indemnify and hold Us harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of program code or resulting from modification of program code under this Agreement and in respect of such applications.

**4. TERMINATION.** This Attachment may be terminated in accordance with clause 8 of the Master Agreement. Upon termination for any reason, all work product, including all drafts and works in progress of deliverables shall be delivered to You. Upon Our receipt of a notice of termination, We shall, on expiry of the Agreement, cease and shall cause any agent or subcontractor to cease all work under, the applicable Order Form and SOW and minimise any additional costs or reimbursable expenses unless otherwise directed in writing by You. Except as may be expressly set forth in the applicable Order Form and SOW, You shall pay Us fees for Services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## 5. WARRANTIES AND DISCLAIMERS.

**5.1 General.** Without prejudice to the disclaimers contained in the Master Agreement, We warrant that We will perform the services using reasonable skill and care. Your sole and exclusive remedy for breach of the above warranty shall be Our obligation to re-perform the applicable service.

**5.2 Deliverables.** We offer a limited 10 day warranty on any deliverables provided as a result of the Services, which runs from the date of acceptance (see clause 2.5). In the event of a valid warranty claim, We will use reasonable endeavours promptly to correct any non-conformities and will notify You in writing that the non-conformities have been rectified; the revised deliverable will be deemed to be accepted after 10 business days unless You notify Us that the non-conformities have not been corrected.