

PART D – PROFESSIONAL SERVICES TERMS

This Part D applies when LNRS provides professional services to Customer pursuant to an Order Form.

1 DEFINITIONS

- 1.1 The definitions listed in this clause 1.1, together with any terms defined elsewhere in this Agreement, shall apply to these Professional Services Terms:

“Acceptance Criteria” means the acceptance criteria for each Deliverable as set out in the relevant Order Form.

“Customer Dependencies” means the actions or information to be performed or delivered by Customer as set out in this Agreement, in an Order Form, or as a matter of practicality required to be performed by Customer.

“Deliverable” means work product identified in an Order Form as a deliverable.

“Good Industry Practice” means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person conforming to the professional standards generally observed in the industry of LNRS for similar services or obligations.

“Order Form” has the meaning given to it in Part A (Core Terms) of the Terms, and includes a statement of work or other contractual equivalent.

“Professional Services” means the services to be provided by LNRS and described in an Order Form.

2 SERVICES

- 2.1 Where an Order Form indicates that LNRS will provide Professional Services to Customer, LNRS will provide the Professional Services and any Deliverables in accordance with these terms and that Order Form.
- 2.2 References in this Part D to an Order Form include any statement of work the parties may enter into in relation to the Professional Services.
- 2.3 **Customer Responsibilities.** Customer will: (a) provide LNRS with timely access to appropriately trained and briefed personnel; (b) at the reasonable request of LNRS, promptly supply any materials and other information in its possession reasonably required to enable LNRS to provide the Professional Services and ensure that such materials and information are accurate and complete; (c) ensure that its systems are up to date and comply with any requirements set out in the Order Form or as otherwise notified to Customer by LNRS; (d) provide all facilities, services and assistance reasonably required or requested by LNRS; and (e) comply with the Customer Dependencies. LNRS is not liable for any failure to perform its obligations to the extent such failure is due to Customer failure or delay in complying with the provisions of this clause. Unless otherwise agreed in an Order Form, Customer will be responsible for obtaining, and will bear the cost of obtaining, all third party consents, permissions, and licenses which may be required for LNRS to provide the Professional Services or any Deliverable in accordance with this Agreement.
- 2.4 **Deliverables.** Except as otherwise expressly and specifically stated in the Order Form, LNRS owns all rights in the Deliverables.

3 ACCEPTANCE TESTING

- 3.1 The Order Form sets out the Acceptance Criteria (if any). If in the reasonable opinion of Customer any Deliverable does not substantially meet Acceptance Criteria, Customer shall provide LNRS with a detailed, written description of any respects in which the Deliverable does not comply (**“Objection”**) within a period of fifteen (15) business days from receipt of the Deliverable. LNRS and Customer shall review the Objection, and, where LNRS reasonably determines that the issues described in the Objection fall within the scope of the relevant Order Form, LNRS, within a reasonable amount of time, shall provide Customer with a revised Deliverable addressing the defaults described in the Objection.
- 3.2 If LNRS does not receive an Objection within the specified time frame, the relevant Deliverable is deemed accepted by Customer. In the absence of Acceptance Criteria, the Deliverable is accepted by Customer on delivery. If Customer does not accept a Deliverable after three (3) Objections, the parties will discuss, in good faith, whether to modify the Acceptance Criteria or to otherwise resolve the problem.

4 WARRANTY

- 4.1 LNRS will provide the Professional Services with reasonable skill and care and in accordance with Good Industry Practice, in accordance with the Order Form, in compliance with applicable law, and using suitably skilled and experienced personnel.

5 CHANGE CONTROL

- 5.1 Either party may request a variation to the Order Form at any time before delivery of a Deliverable by means of the following change control procedure.
- 5.2 The party making the request must send to the other party a request (a “**Change Request**”) containing the following particulars: (a) the title of the change; (b) the originator; (c) the date of the proposal; (d) full details of the proposed change, including an outline description of any additional software proposed to be written; (e) the reason for the proposed change; (f) a timetable for implementation of the change including the date of its coming into effect; and (g) the anticipated impact of the change, if any, on other aspects of the work contemplated by the Order Form or otherwise agreed between the parties.
- 5.3 Within 14 days of receipt by LNRS of a Change Request from the Customer, LNRS will, at Customer’s cost, provide a quote for any Fee which would be required in order to implement the change and will set out any variation to agreed time scales which may be required in order to implement the change. Any Change Request submitted by LNRS will include such information.
- 5.4 Following receipt of the quotation from LNRS, the parties may agree in writing to implement the requested change. The parties must sign an amendment to formally document the change as an amendment to the Order Form.
- 5.5 Changes after delivery of the Deliverable will constitute chargeable support requests and LNRS will invoice for such services at its then-prevailing rate.
- 6 **EXPENSES.** Unless otherwise agreed in the Order Form, Customer will reimburse LNRS for all pre-approved and documented (with attached receipts) reasonable expenses incurred by LNRS in connection with the Professional Services, including but not limited to travel expenses, living expenses and other related out-of-pocket expenses.
- 7 **FEES.** Save to the extent the Order Form specifies otherwise, LNRS may invoice Customer the full amount of the total Fees payable in respect of the Professional Services, plus related expenses, upon execution of the Order Form. Customer acknowledges that performance of Customer obligations is necessary for timely performance of LNRS obligations, and Customer agrees that, where Customer failure or delay to comply with Customer responsibilities set out in clause 2 of this Part D, LNRS may invoice for late charges of up to 1.5% per day of the total Fees payable under the Order Form in respect of the Professional Services.
- 8 **PROJECT MANAGEMENT.** Customer will appoint a senior employee with relevant authority and experience who will have day-to-day responsibility on behalf of the Customer, and LNRS will appoint a senior employee with relevant qualifications and experience who will have day-to-day responsibility on behalf of LNRS. The representatives will meet as often as may reasonably be necessary at a mutually convenient time and place to ensure the continuous, efficient and timely implementation of the Professional Services.