

## **PART D – PROFESSIONAL SERVICES TERMS**

*This Part D applies to when RSG 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 in Part A of 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 a Statement of Work, or as a matter of practicality clearly required to be performed by Customer.

“**Deliverable**” means work product identified in an Order Form or Statement of Work as a deliverable, which is licensed to Customer for use as a Licensed Product.

“**Final Acceptance**” means final acceptance of a Deliverable or deemed acceptance of a Deliverable in accordance with clause 3 (Acceptance Testing) of this Part D.

“**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 software services industry for similar services or obligations.

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

### **2 SERVICES.**

2.1 Where an Order Form indicates that RSG will provide Professional Services to Customer, RSG 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 RSG with access to appropriately trained and briefed personnel; (b) at RSG’s reasonable request, supply any materials and other information in its possession reasonably required to enable RSG to provide the Professional Services; (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 RSG; and (d) comply with the Customer Dependencies. RSG is not liable for any failure to perform its obligations to the extent such failure is due to Customer failing to provide the Customer Dependencies. 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 RSG 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, RSG owns all rights in the Deliverables. RSG grants to the Customer a non-exclusive, royalty free license to use the Deliverable on, and subject to, the terms set out in Part A (Core Terms) of this Agreement.

### **3 ACCEPTANCE TESTING.**

3.1 The Order Form sets out the Acceptance Criteria (if any). Customer will carry out acceptance testing within 10 working days of receipt of a Deliverable and RSG will provide such assistance as is reasonably required.

3.2 Within 10 working days of RSG providing a Deliverable, Customer will either (a) issue an acceptance certificate confirming that the Deliverable meets the Acceptance Criteria; or (b) notify RSG in writing that the Deliverable does not meet the Acceptance Criteria, specifying in reasonable detail the reasons Customer believes the Deliverable does not meet the Acceptance Criteria. If Customer does not provide notice of rejection in accordance with these terms, the Deliverable is deemed accepted at the end of the 10-day acceptance test period.

3.3 Where Customer indicates that the Deliverable does not meet the Acceptance Criteria, RSG will use such efforts as are reasonably required to correct the relevant Deliverable(s) so that they meet the Acceptance Criteria and will deliver the modified Deliverables for further acceptance testing. If Customer does not accept the Deliverables after three (3) cycles through the process outlined in this clause, the parties will discuss, in good faith, whether to modify the Acceptance Criteria or to otherwise resolve the problem.

### **4 WARRANTY**

4.1 RSG 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.

4.2 RSG warrants that the Deliverable will meet the relevant specification(s) (as set out in the relevant Order Form) for a period of 90 days after Final Acceptance. RSG will repair the defect or error within a reasonable time of receiving notice from the Customer specifying a defect or error in breach of the warranty in this clause.

## 5 CHANGE CONTROL

5.1 Either party may request a variation to the Order Form at any time before Final Acceptance 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 RSG of a Change Request from the Customer, RSG will, at the 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 RSG will include such information.

5.4 Following receipt of RSG’s quotation, 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 RSG will treat changes requested after the expiry of the warranty period in clause 4.2 as chargeable support requests and will invoice for such services at its then-prevailing rate.

6 **EXPENSES.** Unless otherwise agreed in the Order Form, Customer will reimburse RSG for all pre-approved and documented (with attached receipts) reasonable expenses incurred by RSG in connection with the Professional Services, including but not limited to travel expenses, living expenses and other related out-of-pocket expenses.

7 **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 RSG will appoint a senior employee with relevant qualifications and experience who will have day-to-day responsibility on behalf of RSG. 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.