

PROFESSIONAL SERVICES – SERVICE AGREEMENT

Statement of Work: as defined in the Order Form;

Professional Services: defined as the implementation, integration, consulting and similar services as described in the Statement of Work;

1. PROFESSIONAL SERVICES

- 1.1. The Supplier shall provide the Services in accordance with the Statement of Work.
- 1.2. Notwithstanding any provisions in Clause 6.2 of the MSA to the contrary, time is of the essence for any dates or milestones explicitly agreed in the Statement of Work for the delivery of the Services under this Agreement.
- 1.3. Notwithstanding any provisions in Clause 6.3 of the MSA to the contrary, subject to the limitations and exclusions described by this Agreement, the Supplier warrants that Professional Services will be performed in a professional and workmanlike manner consistent with applicable industry standards, or as specified in the Statement of Work. If Customer notifies the Supplier within thirty (30) calendar days of the completion of the Professional Services, that the Professional Services were not performed in a competent manner or do not materially conform to its specifications (as provided in the Statement of Work) the Supplier will use commercially reasonable efforts to correct the problem or provide the Customer an acceptable work-around.

2. TERM, PRICING AND PAYMENT

- 2.1. Notwithstanding any provisions in Clause 2.4 of the MSA to the contrary, the Initial Term for Professional Services shall run from the mutually agreed start of the Professional Services delivery, until the delivery of the agreed Statement of Work, with no provision for an automatic renewal and Extended Term.
- 2.2. Professional Services will be charged the Rate set forth in the Statement of Work.
- 2.3. Notwithstanding any provisions in Clause 10.8 of the MSA to the contrary, the Customer shall pay all sums due under the Service Contract by way of bank transfer to the account details as specified in the invoice.