

Professional Services Specific Terms

Introduction

The terms and conditions in this document apply to the provision of Services (“**Professional Services Specific Terms**”).

Interpretation & Definitions

Wherever they occur in a Professional Services Schedule under a SOW and in these Professional Services Specific Terms, including any sections, references, schedules and annexes, the terms defined below shall have the meanings applied to them:

- **Accepted / Acceptance** means the Deliverable having met the criteria for acceptance as defined in these Professional Services Specific Terms, enabling the Project to proceed to the next Gate, where applicable.
- **Acceptance Criteria** means the acceptance criteria agreed by the Parties in writing against which the Acceptance Tests are to be carried out to determine acceptance of Deliverables in all material respects;
- **Acceptance Tests** means the acceptance tests agreed between the Parties, to be undertaken by the Client to determine whether the Deliverables meet the Acceptance Criteria;
- **Acceptance Testing Period** means the period during which the Client will conduct Acceptance Tests, being the period from the date of the Start of User Acceptance Tests to the date of the End of User Acceptance Tests as defined in the Project Plan;
- **Assumptions** means information provided by the Client that Codestone has relied upon in entering into the SOW as set out under the ‘Scope’ section of a SOW;
- **Change** means any change to any part of the Agreement carried out in accordance with the Change Control Procedure;
- **Change Control Procedure** means the procedure set out in the Master Terms (Change Control Procedure);
- **Change Request** means the written record of a Change agreed or to be agreed between the Parties pursuant to the Change Control Procedure;
- **Client Solution** means the Deliverables delivered by Codestone to the Client during a Project as defined within one or more SOWs and any associated Change Requests;
- **Closure Documentation** means the documentation sent by Codestone to the Client in order to conclude the performance of the Professional Services.
- **Codestone Software** means software programs owned and manufactured by Codestone (not specifically developed for the Client) and their associated documentation;
- **Defect** means an error within any Software such that it does not work as specified within the Design Document;
- **Deliverable(s)** means the Services, Vendor Products, and/or Developed Materials to be delivered or procured by Codestone to the Client as defined in a SOW;
- **Design Document** means the project definition and design document produced by Codestone which defines the Deliverables to be provided under a SOW, which if applicable and when agreed in accordance with Clause 1.3 will be incorporated automatically into the relevant SOW;
- **Developed Software** means software programs manufactured by Codestone specifically for the Client as a Deliverable;

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- **Documentation** means any content in any form including but not limited to written, pictorial, diagrammatic, graphical, video or audio to be delivered by Codestone to the Client as a Deliverable as defined in a SOW;
- **Fault** means:
 - a deviation or omission from the Deliverables as set out in the Design Document, or;
 - a non-trivial error which affects the use or effectiveness of the Deliverables in accordance with the Design Document;
- **Gate** means a predefined decision point within a contract lifecycle or project delivery process where progress is reviewed and the decision is made to move forward to the next Stage in the Project, if any.
- **Master Terms** means the Master Terms which govern the Agreement to which these Professional Services Specific Terms form a part.
- **Pre-requisites** means tasks that the Client will perform or the status of something that the Client will achieve as set out under the 'Scope' section of a SOW;
- **Project** means the project to deliver the Client Solution;
- **Project Plan** means an agreed schedule of project activities including the tasks, resources and due dates;
- **Provisional Project Plan** means a draft Project Plan, which is not a firm commitment by either Party;
- **Relief Event** means: (a) any breach by the Client of its obligations under the Agreement (including but not limited to any Assumptions, Pre-requisites or Client obligations identified in a SOW, Design Document or Project Plan); or (b) any act or omission of the Client, any member of the Client Group or a Third-Party for which the Client is responsible; which, in any case, has an adverse effect on Codestone's ability to provide the Services;
- **Scope** means a high-level summary of the requirements of the Client, as set out in a SOW;
- **Scoping Stage** has the meaning given to it in Clause 1.1 of these Professional Services Specific Terms;
- **Service(s)** means the services provided by Codestone during a Project as defined in a SOW;
- **Service Desk** means the service desk used by Codestone to log Defects during Acceptance Tests;
- **Software** means Codestone Software, Developed Software and/or Vendor Products to be delivered by Codestone to the Client during the Project as defined under a SOW.

Professional Services Terms

1. Initiation Stage

- 1.1 This initial stage is intended to scope, define and document the technical and functional requirements of the Project ("**Scoping Stage**"). This includes identifying the Services, key Deliverables, constraints, assumptions, dependencies, and any known risks that may impact the design or implementation. These shall be documented under the Scope in the SOW.
- 1.2 During the Scoping Stage, the parties shall collaborate to produce a Design Document that sets out the agreed objectives, deliverables, and boundaries of the Project. Subject to clause 1.3, the Design Document must be approved in writing by both parties before the commencement of the Execution Stage.
- 1.3 It is the Client's sole responsibility to ensure that the Scope and Design Document satisfies the requirements of the Client completely. If the Client fails to reject the Design Document within 48 hours of delivery of it by Codestone, the Design Document will be deemed Accepted and any Changes to it will need to be agreed in writing between the Parties. If such Change

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results in an amendment to the Scope, then this would be managed through the Change Control Procedure.

- 1.4 The Client shall provide Codestone with timely access to relevant personnel, systems, documentation, and other information reasonably required to complete the scoping activities. Any delays in providing such access may impact the timeline and cost of the Project.
- 1.5 All Assumptions, Pre-Requisites or dependencies identified during the Scoping Stage shall be documented in the SOW. Codestone shall not be liable for any delays or additional costs arising from changes to or failures in these Assumptions, Pre-Requisites or dependencies unless otherwise agreed in writing.
- 1.6 If, during the Project, it becomes apparent that any part of the Scope is ambiguous or lacks sufficient detail, and provided Codestone's interpretation is reasonable, then Codestone's interpretation shall be deemed to be in accordance with the Scope.
- 1.7 Any changes to the agreed Scope Document following its approval shall be managed through the Change Control Procedure set out in this Agreement.
- 1.8 The Client shall comply with all of the Pre-Requisites and its other obligations under the SOW.
- 1.9 Following execution of a SOW, and subject to clause 1.8 above, Codestone will commence the provision of the Services.

2. Planning Stage

The following clauses in the Planning Stage assume the appropriate level of Service has been purchased by the Client, as set out in the SOW. If the Client has not purchased the appropriate level of Service, these clauses may not apply to certain levels of Service.

- 2.1 Planning Stage is intended to establish a detailed and actionable plan for the execution of the Project, based on the agreed Scope. This includes defining timelines, resource allocation, dependencies, and risk mitigation strategies.
- 2.2 During the Planning Stage, Codestone will prepare and deliver a comprehensive Project Plan which must be reviewed and approved by the Client before commencement of the Execution Stage.
- 2.3 If the Client fails to reject the Project Plan within 48 hours of delivery of it by Codestone, the Project Plan will be deemed Accepted and any Changes to it will need to be agreed in writing between the Parties. If such Change results in an amendment to the Scope, then this would be managed through the Change Control Procedure.
- 2.4 The Client shall ensure that all necessary personnel, infrastructure, and third-party services required for the Planning Stage are made available in a timely manner. Any delays in resource availability may impact the Project timeline and cost.
- 2.5 Codestone and the Client shall each appoint a Project Manager who shall have the skills, experience and knowledge necessary to manage the delivery of their Party's respective responsibilities under the SOW and who will act as the primary point of contact for all matters relating to the Project. The level of Project Management Services will be chosen by the Client and set out in the SOW.
- 2.6 The Parties shall establish a governance structure to oversee the delivery and performance of the Services. This structure shall include a steering committee, comprising senior representatives from both Parties, which shall meet to review strategic matters, performance metrics as set out in the SOW and any escalated issues.
- 2.7 Issues that cannot be resolved by the Project Manager shall be escalated to the Steering Committee. If the Steering Committee cannot resolve the issue within 10 Business Days, the matter may be escalated further in accordance with the dispute resolution clause of the Master Terms.

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- 2.8 Any changes to the governance structure or procedures must be agreed in writing by both Parties and documented as an amendment to this Agreement.

3. Execution Stage

The following clauses in the Execution Stage assume the appropriate level of Service has been purchased by the Client, as set out in the SOW. If the Client has not purchased the appropriate level of Service, these clauses may not apply to certain levels of Service.

- 3.1 In supplying the Services, Codestone shall comply with the Master Terms.
- 3.2 Codestone shall ensure that all employees, workers, contractors and other personnel engaged by Codestone, or any of its subcontractors, to perform the Services:
- a) are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to fulfil Codestone's obligations; and
 - b) observe all reasonable health and safety rules and regulations and security requirements that apply from time to time at the Client's premises they access and have been communicated to Codestone in advance.
- 3.3 The Client shall:
- a) pay the fees set out in the SOW in a prompt and timely manner and in accordance with any milestone payments set out in the SOW; and
 - b) provide access to the Client's systems, premises and other facilities as may reasonably be requested by Codestone and agreed with the Client for the purposes of providing the Services; and
 - c) provide all information reasonably required by the Supplier for the provision of the Services.
- 3.4 Items and tasks in the Project Plan shall be considered as the responsibilities of the respective Party assigned to them. In the event that the Client fails to complete an item or task assigned to it in the timeframe agreed and that failure can reasonably be shown to cause a delay to the Project then any dates in the Project Plan that are affected shall be adjusted accordingly and Codestone reserves the right to increase any charges that are affected by such delay. The Client acknowledges that Codestone allocates its resources according to the Project Plan and these allocations constitute a firm booking of Codestone resources by the Client. If the Client wishes to change the Project Plan, this shall be done through the Change Request Procedure which then allows Codestone to assess the impact of the requested Change in relation to fees and timescales and to inform the Client accordingly.
- 3.5 If a Change Request is delivered by the Client to cancel or reschedule the date(s) allocated for the provision of Services with (i) less than fourteen (14) days notice, then 100% of the fee for such Services shall be payable by the Client in full; and (ii) less than seven (7) days notice, then 120% of the fee for such Services shall be payable by the Client in full.
- 3.6 For the avoidance of doubt, such Services which are the subject of the Change Request will, unless agreed otherwise, be rescheduled by Codestone.
- 3.7 Codestone will use reasonable endeavours to deliver the Deliverables materially in accordance with the Project Plan.
- 3.8 Codestone shall carry out its own quality assurance tests on the Deliverables before delivery to the Client. Codestone shall use reasonable endeavours to rectify any Faults prior to delivery of the Deliverables to the Client for Acceptance Testing.
- 3.9 Each Deliverable shall be accompanied by any relevant Documentation.
- 3.10 Codestone shall notify the Client in writing that the Deliverables are ready for Acceptance Testing.
- 3.11 The Client shall commence the Acceptance Tests within the Acceptance Testing Period.



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- 3.12 Codestone shall provide reasonable assistance and advice to the Client to perform the Acceptance Tests but shall not design or conduct the Acceptance Tests for the Client.
- 3.13 Where appropriate, the Client shall test agreed Deliverables of the Client Solution against the Acceptance Criteria.
- 3.14 The Client shall document any Faults and notify Codestone through the Service Desk of any Faults within 5 Business Days of completion of Acceptance Testing.
- 3.15 Codestone shall address any reported issues within a reasonable timeframe and re-submit the Deliverables for re-testing.
- 3.16 The Client shall re-test only the affected components of a Deliverable unless otherwise agreed by Codestone.
- 3.17 If the Deliverables meet the Acceptance Criteria in all material respects, the Client shall issue a written Acceptance certificate.
- 3.18 Acceptance will trigger the next Gate and any applicable Client's milestone payment obligations.
- 3.19 Unless otherwise agreed by Codestone in writing, if the Client:
- a) fails to commence the Acceptance Tests within the specified timeframe, or
 - b) fails to provide written feedback within the agreed Acceptance Testing Period, or
 - c) uses the Deliverables in a live or production environment or otherwise into operational use, then the Deliverables shall be deemed Accepted and Acceptance has occurred.
- 3.20 If Codestone demonstrates that a Fault reported by the Client is in fact not a Fault, then the submission may be re-classified as a Change Request and become subject to the provisions of the Change Control Procedure.
- 3.21 If, during Acceptance Testing, the Client identifies a Fault or Defect that is attributable to a Vendor Product integrated into the Deliverables, Codestone shall, upon notification, raise a support request with the relevant Vendor in accordance with the Vendor's support procedures. Codestone shall use reasonable endeavours to facilitate resolution of the fault but shall not be liable for delays or failures caused by such Vendor Product or the Vendor's response or resolution times.
- 3.22 Faults reported after the end of 5 Business Days of completion of the Acceptance Testing Period (other than Faults reported during repeat Acceptance Tests) are not required to be resolved for the Deliverables to be Accepted and shall be dealt with under the appropriate support service.
- 3.23 Codestone shall be entitled to adjust to the dates in the Project Plan if there is a delay to:
- a) any date of Acceptance specified in the Project Plan; or
 - b) the carrying out of the Acceptance Tests, or
 - c) a Relief Event.
- 3.24 Where Codestone adjusts the dates in the Project Plan pursuant to Clause 3.23, Codestone shall promptly notify the Client and provide it with particulars of the delay and the extension of time required.
- 3.25 The non-performance or delay in the performance by Codestone of its obligations under the Agreement (including but not limited to failure to obtain Acceptance by a date specified in the Project Plan) shall be excused if and to the extent that such non-performance or delay has resulted directly from a Relief Event.

4. Monitoring and Controlling Stage

- 4.1 Upon Acceptance of the final Deliverable or Client Solution, as appropriate, Services performed under these Professional Services Specific Terms shall be deemed concluded and

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Codestone will send to the Client, the appropriate Closure Documentation which must be reviewed and approved by the Client. If the Client fails to reject the Closure Documentation within 48 hours of delivery of it by Codestone, the Closure Documentation will be deemed Accepted.

- 4.2 In the event that further ongoing Services are specified in the SOW, including but not limited to CloudCare services, security services, support and maintenance services and cloud services, the Parties shall pass through the appropriate Gate and commence the next Stage of the Project.

5. Recording On-Site and Online Services

- 5.1 Subject to obtaining Codestone's prior written consent (with such consent being at Codestone's sole discretion), and subject always to the terms of clause 5.2, the Client may record certain onsite and online Services provided by Codestone to the Client under the Agreement ('**Recordings**') strictly for the internal business and training purposes of the Client.
- 5.2 The Client acknowledges and agrees that:
- a) The Recordings are for the Client's internal use only and will not be reviewed or used by Codestone to draft any final Scope. Discussions between the Parties regarding the Scope in the Recordings will not constitute evidence of any agreement between the Parties to the inclusion of any item discussed during the Recording in a final Scope. It is the Client's sole responsibility to ensure that the final agreed Scope satisfies the requirements of the Client completely.
 - b) Where Recordings are used to assist the Client with any Acceptance Test queries it may have, there are no fixed Deliverables associated to these sessions and it is the Client's sole responsibility to define and carry out the Acceptance Tests.

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