

Professional Services Agreement

1. Definitions

- 1.1 "Charges" the fees payable by the Customer to the Company in consideration of Company supplying the Professional Services which may be calculated by (without limitation) a combination of the following elements – Daily Rate, time and materials, fixed Charges and estimated Charges.
- 1.2 "Commencement Date" any estimated date for the commencement of the supply of the Professional Services.
- 1.3 "Daily Rate" the daily fee rate (if applicable) payable by the Customer in consideration of the supply by the Company of the Professional Services.
- 1.4 "Equipment" all computer hardware, software, network and communications facilities and all related Equipment owned by or in the control of Customer.
- 1.5 "Statement of Works" ("SOW") for the Company's payment software, those document(s) which set out in detail the technical works to be supplied by the Company to the Customer, including Professional Services, training materials, ancillary requirements of the Customer and the Company's requirements upon the Customer to assist in the delivery of those works.
- 1.6 "Scope of Requirements" ("SOR") For the Company's document processing software, those document(s) which set out in detail the technical works to be supplied by the Company to the Customer, including Professional Services, training materials, ancillary requirements of the Customer and the Company's requirements upon the Customer to assist in the delivery of those works.

2. Company's Obligations

- 2.1 Company shall:
 - 2.1.1 provide the Professional Services set out in an SOW or SOR as the case may be;
 - 2.1.2 use reasonable endeavours to start the supply of the Professional Services by the Commencement Date provided that all dates quoted are indicative only and not of the essence of this Agreement;
 - 2.1.3 retain management and control over the personnel it assigns to provide the Professional Services;
 - 2.1.4 use its standard working methods in the performance of the Professional Services; and
 - 2.1.5 comply with any reasonable safety and security procedures applicable to the Customer's site and made known to the Company by the Customer prior to the Commencement Date.

3. Customer's Obligations

- 3.1 In addition to any Customer obligations set out in Company Standard Terms and Conditions the Customer shall:
 - 3.1.1 supply the Company with any information and assistance reasonably necessary for the Company to perform its obligations under this Agreement and the SOW or SOR as the case may be;
 - 3.1.2 provide the Companies personnel with full free and safe access to the Customer's site and Equipment to enable the Company to perform its obligations under this Agreement; and
 - 3.1.3 remain responsible for the maintenance and protection of the Customer's Equipment including the protection, integrity and backup of its data, installing and maintaining up to date anti-virus software and compliance with all applicable law.

4. Charges

- 4.1 The Daily Rate shall be charged for each of the Company's personnel assigned to provide the Professional Services for each day that the Professional Services are supplied. Part days shall be charged on a pro-rata basis subject to a minimum charge of half the Daily Rate.
- 4.2 Unless otherwise specified in the Sales Agreement, expenses in respect of travel, subsistence and overnight accommodation shall be charged at the Company's then prevailing standard rate or, where appropriate, at bought-in cost.
- 4.3 The Daily Rate includes the Company's normal working day of 7.5 hours between 0900 hours to 1730 hours (excluding 1 hour break for lunch at any time) Monday to Friday excluding statutory holidays. Any additional hours worked at the Customer's request shall be charged at the Company's standard overtime rate.
- 4.4 Any periodic payment is subject to the Company's annual review and variation upon not less than 30 days prior written notice.

5. Payment

- 5.1 The Charges due for the Professional Services supplied under this Agreement shall be invoiced on a stage by stage basis (unless otherwise agreed by the parties and confirmed in writing) and issued monthly in arrears and shall be paid in full within 30 days of the date of each invoice.
- 5.2 Company may withhold the Professional Services in the event that the Customer is overdue with any payment under this Agreement or is in breach of this Agreement until such time as the payment is made or the breach remedied.

6. Company's Personnel

- 6.1 The Customer shall not solicit, or attempt to employ or hire, in any capacity, any of the Company's personnel assigned to provide the Professional Services during the period in which such services are provided and for a period of nine (9) months thereafter. In the event that the Customer employs or hires any of the Company's personnel in breach of this Clause, the Customer shall pay to the Company upon demand as liquidated damages a sum equal to the annual salary of such personnel at the time of breach.
- 6.2 Breach of clause 6.1 shall allow the Company to immediately terminate this Agreement under the relevant Termination clause of the Companies relevant product Terms and Conditions hereof, without prejudice to any other right or remedy which it may enjoy.

7. Change Control & Cancellation

- 7.1 The parties agree to discuss the scope of the Professional Services and/or additional services further should either party request in writing any amendment thereof or addition thereto ("Change Request"). Any Change Request, including any resulting increased Charges, shall be subject to written agreement between the parties, not to be unreasonably withheld or delayed.
- 7.2 Any day agreed for the provision of the Professional Services ("Consultancy Day") may only be cancelled or postponed by the Customer if written notification is received before the Consultancy Day. If a request for cancellation or postponement is received from the Customer less than 24 hours before the Consultancy Day then the Company shall be entitled to levy Charges equal to 80% of the applicable Daily Rate and if a request for cancellation or postponement is received from the Customer more than 24 hours before the Consultancy Day then Company shall be entitled to levy Charges equal to 50% of the applicable Daily Rate.

Schedule 1

1. Statement of Works

- 1.1 The document produced by the Company in agreement with the Customer which following the required site visits by the Company's personnel which shall include but is not limited too,
 - 1.1.1 defining to the businesses the scope and phasing of the proposed project required by both parties to deliver against the Customers business needs and the product being supplied by the Company
 - 1.1.2 specifying the outline technical; architecture design and geographical locations to be implemented by the Customer and it's ability to host the solution that has been designed
 - 1.1.3 defining the solution specific technical configuration and design to a level that the relevant price points for Professional Services activity can be estimated and incorporated into a Sales Agreement

Schedule 2

1. Statement of Requirements

- 1.1 The document produced by the Company in agreement with the Customer which following the required site visits by the Company's personnel shall include but is not limited too,
 - 1.1.1. Confirms and agrees the customer aims, objectives and future context to be explored of the project
 - 1.1.2. Specification of the technical Equipment, software and ancillary requirements required by the Customer to deliver the solution
 - 1.1.3. Define the Professional Services efforts, deliverables and costing against the Customer aims, objectives including customer roles and responsibilities to deliver the solution.
 - 1.1.4. Provide a description of the requirements and objectives of any third party suppliers.
 - 1.1.5. Project management plan