

Professional Services Terms and Conditions

- Project Term (one-time services): The Professional Services described in the Order Form will begin on the Order Form Effective Date and continue for no more than 12 months.
- Working Hours: Services will be provided during Provider's normal business hours. Services requested by the Customer outside of normal business hours, weekends or Provider holidays may require the payment of additional fees.
- Remote Delivery: Unless otherwise agreed upon between Provider and Customer in writing, Provider shall perform the Services remotely.
- Service Fees: Services are non-transferable and can only be used in connection with the Professional Services identified in the corresponding Order Form.
- Change Orders: Project change requests, by either party, that affect the scope of Professional Services or alter the pricing on the Order Form will be evaluated in good faith and will take effect only upon written agreement by both parties.
- Project Timeline: A project timeline will be jointly agreed to by Provider and Customer. Customer understands that the Services must be completed in a timely manner. If the timeline needs to be extended, for any reason for which Provider is not materially responsible, Provider reserves the right to charge additional fees.
- Documentation: Documentation is not included unless specifically listed in the Order Form. Working Language: Provider delivers Services in the English language only.
- Cancellation: In the event that it becomes necessary to cancel a planned session or meeting, cancellations must be communicated via email. If a cancellation notice is received two working days before a remote session or five days before an onsite session, no cancellation fee will be applied. However, for cancellations received outside the required notice period, a cancellation fee equivalent to 100% of the scheduled Services will be incurred.

Customer Obligations

- Customer Resources: Provider's ability to deliver the Professional Services will require the availability of Customer resources and key decision makers. Customer will make the required business and technical resources available to Provider as necessary based on the timeline of the project.
- Project Delays: If there are delays or interruptions in the Provider's ability to perform the Services due to delays by Customer, Customer may be billed for waiting time for Customer to remedy such interruptions. Waiting time shall be billed at \$250 USD (or local currency equivalent) per hour.
- Training: Customer will complete the required training, via the learning management system, in a timely manner.
- End user training materials: Customer is responsible for end user training materials for its internal users.
- Testing: Customer is responsible for preparing for and executing User Testing (UT), including creation of test plans, test cases, and test scripts.
- 3rd Parties: If the services include an integration with a 3rd party software, then the Customer will ensure that the 3rd party software is accessible and is in production, prior to the start of the project and is accessible for the duration of the project.
- Notwithstanding anything contained in any communication, Order Form or Scope of Work, fees are not contingent upon project acceptance, completion, or acceptance.