

SCHEDULE

PROFESSIONAL SERVICE SCHEDULE

1. BACKGROUND

- 1.1 All Professional Services purchased by the Client will be provided in accordance with and governed by the Order, this Professional Services Schedule (which are hereinafter referred to as the "Professional Services Terms") and the agreement signed by the parties. Where no agreement exists or has expired, Cisilion's MSA shall prevail. A copy of which can be found here- <https://www.cisilion.com/456368482318-2/>.
- 1.1 To the extent applicable to the Professional Services, this Schedule shall take precedence over the MSA and other Schedules, and where there is a conflict between this Schedule and the Order, the Order shall prevail.

2. DEFINITIONS USED IN THESE TERMS

- 2.1 The following definitions in this paragraph 2.1 apply in these Professional Services Terms any other capitalised terms used herein shall be as defined within the Master Services Agreement.

Acceptance Criteria: the acceptance criteria as specified in paragraph 6 of these Professional Services Terms or referred to in an Order or as otherwise agreed by the Parties expressly in writing after the date of the Order against which the Acceptance Tests are to be carried out to determine whether the Deliverables meet the Order, are satisfactory and ready to be invoiced.

Acceptance Tests: the acceptance tests as specified or referred to in the Order or as agreed between the Parties in writing, to be undertaken to determine whether the Deliverables meet the Acceptance Criteria.

Issues List: a written list of the non-conformities to the Acceptance Criteria for a specific Deliverable.

- 2.2 To the extent applicable to these Professional Services Terms, in the event of a conflict between these Professional Services Terms and any other terms, these Professional Services Term and the Agreement and those terms shall apply.

3. PROVISION OF PROFESSIONAL SERVICES

- 3.1 Orders for Professional Services shall be submitted by the Client in writing and shall contain;
 - 3.1.1 copy of the signed Order;
 - 3.1.2 Requested Performance Dates; and
 - 3.1.3 any further information reasonably required by Cisilion.
- 3.2 The Quote shall set out the full extent of the Professional Services to be provided. For clarity, any goods and/or services provided shall be subject to the relevant Schedule. Any goods and/or services not expressly stated in the Quote will be excluded from the Professional Services.

4. CLIENT OBLIGATIONS

- 4.1 The Client shall;
 - 4.1.1 Provide Cisilion with all information required, within a reasonable period to ensure the creation of any Deliverables and successful delivery of the Professional Services;
 - 4.1.2 Comply with any reasonable instruction given by Cisilion which is required to deliver the Professional Services;
 - 4.1.3 Act in good faith at all times;
 - 4.1.4 Attend all meetings, sessions, training, and/or any other calls recommended by Cisilion to discuss the Professional Services;
 - 4.1.5 Ensure that Cisilion is provided with all relevant policies and procedures which the Client requires Cisilion to adhere to within a reasonable period, and always in writing and prior to Cisilion beginning any delivery;

- 4.1.6. Ensure that Cisilion is provided sufficient access to any of the Client's third-party end user's premises, information, data or personnel, and use of any equipment reasonably necessary for the delivery of the Professional Services;
- 4.1.7. in the course of performing the Professional Services, in the event that it is reasonably necessary for Cisilion's performance of its obligations under an Order for Cisilion to access or use any equipment, software or data of the Client (or which is in the possession of the Client) then it shall where it is able to do so grant to Cisilion a nonexclusive, royalty free, terminable licence to use the same solely for the purpose of delivering the Professional Services only for as long as is strictly necessary to deliver such Professional Services; and
- 4.1.8. Ensure that Client's employees and premises comply with all relevant legislation or other regulations relating to health and safety matters to ensure that Cisilion is provided with a safe working environment;
- 4.1.9. inform Cisilion in writing of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises in writing at least one week before any physical attendance on Site; and
- 4.1.10. Confirm acceptance of project completion and/or any Deliverables in accordance with paragraph 6 below as soon as possible (without undue delay) upon completion.

5. CHARGES AND PAYMENT

- 5.1. Unless otherwise stated on the Order, all Charges shall be payable on 30-day payment terms in accordance with the following milestones:
 - 5.1.1. 50% of the Charges following detailed design completion.
 - 5.1.2. 25% of the Charges following implementation.
 - 5.1.3. 25% of the Charges following project acceptance.
- 5.2. Where Cisilion attends the Site and an installation fails as a result of an action or an omission of the Client, Cisilion reserves the right to invoice the Client for the Professional Services time at the same day rate.
- 5.3. The Charges will include (where applicable) Cisilion's reasonable expenses incurred, including travel costs for Professional Services. Where Professional Services are provided to sites outside of the M25, Cisilion reserves the right to charge the Client for Cisilion's reasonable travel costs.
- 5.4. The Charges exclude the cost of any materials and the cost of services provided by third parties for the Professional Services. Cisilion shall be entitled to charge the Client for any reasonably incurred expenses, material or service with the Client's prior written approval.
- 5.5. Should the Client wish to add any further goods and/or services to the Professional Services, these shall be agreed in a separate Quote, including the Charges be agreed between the parties.

6. Acceptance Testing

- 6.1. In relation to any Acceptance Testing:
 - 6.1.1. The Client shall have a reasonable period of time, up to five (5) Business Days unless otherwise specified in the Order, from Cisilion's delivery of each Deliverable under the relevant Order (the "Acceptance Period") to confirm that such Deliverable conforms to the Acceptance Criteria. If the Client determines that a Deliverable does not conform to the Acceptance Criteria, the Client shall by the last day of the Acceptance Period provide to Cisilion an Issues List of the non-conformities to the Acceptance Criteria.
 - 6.1.2. The Client shall use best efforts to correctly and efficiently ensure appropriate Acceptance Testing in relation to any Deliverable which is subject to Acceptance Tests and shall notify Cisilion within the Acceptance Period (as defined in paragraph 6.1.1 of these Professional Services Terms) if any of the Deliverables do not conform to the Acceptance Criteria. Once the Deliverable has been accepted by the Client and payment has been settled in accordance with Clause 5 of the MSA, the Deliverable shall become the property of the Client, in accordance with the terms of the Agreement. For the avoidance of doubt, should any non-conformities be found in earlier stages of the Deliverables but which were not highlighted to Cisilion during the applicable Acceptance



Period, such non-conformities shall not be subject to the remedies as set out in paragraph 6.1.4 of these Professional Services Terms below.

6.1.3. If:

- 6.1.3.1. the Client does not provide any written comments or otherwise fails to reject any Deliverable in the relevant Acceptance Period;
- 6.1.3.2. commences live running of the whole or part of such Deliverable other than in the course of undertaking Acceptance Testing; or
- 6.1.3.3. if Deliverables or Services are found to conform with Order;
then for all purposes under the Agreement, such Deliverable shall be deemed accepted from the date of notification by Cisilion pursuant to paragraph 6.1.1.

6.1.4. If there are any non-conformities within any Deliverable, which have been highlighted by Client or Cisilion during the Acceptance Period and whereby the Deliverable has not been accepted by the Client for this reason and such non-conformity is a directly attributable act or omission on the part of Cisilion (and attributable to the Client's acts or omissions including inadequate Acceptance Testing), Cisilion shall (without prejudice to the Client's other rights and remedies) carry out all necessary remedial work without additional charge.

- 6.2. If any non-conformity cannot be remedied by Cisilion due to an error, defect or fault which Cisilion is able to demonstrate to the reasonable satisfaction of the Client to be outside Cisilion's control and which has disabled Cisilion's ability to remedy such non-conformity, then Cisilion reserves the right to terminate work on that specific Deliverable. Cisilion agrees not to charge Client, any amounts paid or payable by Client to Cisilion which specifically relate to the non-conforming Deliverable which cannot be remedied.

7. CANCELLATION

- 7.1. The Client may cancel some or all of the Professional Services by providing Cisilion with notice in writing. Cancellation shall be subject to a cancellation fee as follows:

#	Notice	Charges
1	Less than 120 hours' notice (5 days)	25% of the Charges
2	Less than 72 hours' notice (3 days)	50% of the Charges
3	Less than 48 hours' notice (2 days)	75% of the Charges
4	Less than 24 hours' notice	100% of the Charges

