

Professional Services Terms



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1. How these Service Terms work

- 1.1 The Definitions and rules of interpretation set out in Clause 5 apply to these Service Terms.
- 1.2 Save as may be expressly set out in Clause 5, terms defined in the Reseller Agreement and/or the Terms and Conditions shall have the same meaning when used in these Service Terms.

2. What we will do

- 2.1 Unless we agree otherwise in writing:
 - (a) any effort, timescale(s) and/or resource level(s) required to provide a **Deliverable** indicated in a **Statement of Work (SoW)** in respect of Professional Services are estimates only;
 - (b) all **Charges** in respect of Professional Services shall be calculated on a time and materials basis in accordance with our standard **Prices** which are published on our **Portal** from time to time;
 - (c) if any Order Form specifies any quantity of Professional Services which are to be utilised by you as and when required by you, you shall utilise all such Services within 12 months from the date of the Order Form (unless the Order Form expressly specifies a different period). Our obligation to provide those Services will end at the end of that 12 month period (or such other period as may be specified in the Order Form) save in circumstances where the same have not been provided by reason of our act or omission. If you have not utilised the relevant quantity of Services in such period, save as a result of our act or omission, you shall pay to us the Charges for such unutilised Services as if such Services had been provided (if not already paid).
 - (d) all disbursements will be submitted and charged in addition to the Charges.
- 2.2 If a SoW sets out the identity of any specific **Resource** who will provide the Professional Services, we may provide the Professional Services through other Resources:
 - (a) in the case of illness, accident, holiday, summary dismissal, resignation or unplanned absence affecting the specific person or people who were to provide the Professional Services; and
 - (b) where the proposed replacement has expertise and experience reasonably similar to the person proposed to be replaced.

3. Change Control

- 3.1 You may request changes to an agreed SoW by contacting us in writing or verbally outlining the change you require.
- 3.2 We will then produce a **Change Request Form** outlining the changes discussed, you will have to accept and sign the Change Request Form which will reference the original SoW.

- 3.3 If a Change Request Form involves a deviation from a Product Service Description then a Product Deviation Document capturing such differences will be created and appended to the Change Request Form.
- 3.4 We will respond to your request as soon as reasonably practicable in writing indicating whether we are able to make the requested change. If no acceptance of the Change Request Form and Product Deviation Document (if required) is received by us within a period of 14 days from submission to you, your change request shall be treated as withdrawn.
- 3.5 A new Order Form will be agreed to cover Charges for the agreed changes.
- 3.6 Until such time as any variation is formally agreed between us in accordance with this clause 3, we will continue to perform the relevant Professional Services as if such variation had not been requested.
- 3.7 We may charge on a time and materials basis for investigating any Change and preparing the Change Request Form.

4. Licence to use the Deliverables

- 4.1 With effect from the payment of all Charges payable for the relevant Professional Services, we hereby grant to you (or shall obtain the grant of) a non-exclusive, personal licence to use the Deliverable solely to the extent necessary for you to receive the full benefit of the relevant Services during the period we provide the relevant Services to you and not further or otherwise.

5. Definitions

Charges	in respect of the Professional Services, the charges for the Professional Services as set out in the Price List and any reasonable expenses incurred
Change Request Form	our standard form outlining the change from the agreed Statement of Work and an estimate of the impact of this change in terms of time and charges;
Deliverables	the deliverable items set out in a Statement of Work;
Prices	the standard day rate prices as set out on our Portal from time to time;
Professional Services	any consultancy and/or professional services of any nature whatsoever, including information technology and telecommunications hardware, software and/or connectivity testing, configuration, implementation, and/or development services;
Resource	Outsourcery personnel or 3rd party suppliers contracted directly to Outsourcery.
Statement of Work	Document defining the scope of professional services to be provided.