



TR and Customer have entered into an Order Form that incorporates the terms set out in this Schedule (the “Professional Services Schedule”) and the Master Terms.

1. SCOPE

- 1.1. This Professional Services Schedule applies whenever Customer purchases Professional Services. Capitalized terms used in this Professional Services Schedule but not defined in clause 13 below are defined in the Master Terms.
- 1.2. In some cases additional or modified rights to those provided in this Professional Services Schedule will be included in an Order Form and/or SOW, as the case may be.

2. PROVISION OF PROFESSIONAL SERVICES

TR will provide the Professional Services identified on the SOW or Order Form to Customer. The Professional Services will be provided at TR's premises unless a Site is specified on the SOW or Order Form in which case they will be provided at the Site.

3. CUSTOMER OBLIGATIONS AND TIMETABLE MANAGEMENT

- 3.1 Customer will take all reasonable steps to ensure the health and safety of any TR personnel carrying out Professional Services while they are at the Customer's premises.
- 3.2 The provision of Professional Services is dependent upon Customer, at all times and in a timely manner:
 - (a) supplying a suitably qualified member of Customer's personnel to represent Customer and co-operate and work with TR during the entire Professional Services engagement;
 - (b) if the Site is on Customer's premises, providing TR personnel with access to the Site(s) and such equipment, systems and technical services as they may reasonably require for the performance of the Professional Services;
 - (c) ensuring that TR has such access to and full co-operation of the technical and managerial personnel of Customer and any applicable third parties who have the appropriate skill, experience and knowledge as TR may reasonably require;
 - (d) providing TR with information, specifications or instructions of sufficient detail, accuracy and completeness as are reasonably required by TR;
 - (e) ensuring that any equipment, operating systems and other software which TR is requested by Customer to use or modify and any material or information provided to TR is either owned by Customer or that Customer has all necessary rights to authorise TR to use or modify it; and
 - (f) performing any additional obligations or dependencies specified in the SOW.
- 3.3 Where TR is prevented from performing its obligations under the SOW or Order Form as a result of any failure or delay by Customer to perform its obligations or dependencies under the Agreement then, without prejudice to TR's other rights or remedies, TR shall be entitled to:
 - (a) request a meeting with Customer's senior management (and/or other management personnel specified in the SOW) and Customer shall make relevant personnel from its senior management (and/or other management personnel specified in the SOW) available to discuss and, where applicable, agree the reasons for and the consequences of such failure or delay; and/or
 - (b) submit a CCN (as defined in clause 5.4 below) for execution by Customer, which sets out any amendments to the provisions of the Agreement as a result of any such delay or failure by Customer, including the Fees and/or the Timetable. Customer shall not unreasonably withhold or delay agreement under this clause 3.3.
- 3.4 Without prejudice to any other right or remedy available to TR, TR will not be liable for any failure to comply with any Timetable or any other obligation under the Agreement, if such failure is as a result of

Customer's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner.

4. DELIVERY AND ACCEPTANCE

- 4.1 If the SOW specifies that there are Acceptance Criteria for the Deliverables, the following terms apply:
 - (a) TR will use reasonable endeavours to complete the Deliverables and submit them for acceptance testing by Customer in accordance with the Timetable.
 - (b) Upon receipt of the Deliverable(s), Customer shall promptly test the Deliverable(s) to determine whether they conform substantially to the Acceptance Criteria. Acceptance of the Deliverables will occur on the earlier of: (i) the date on which Customer indicates in writing to TR that the Deliverables substantially conform to the Acceptance Criteria or are otherwise accepted; (ii) completion of the Deliverable Acceptance Period if, within that period, Customer fails to notify TR of any substantial non-conformances to the Acceptance Criteria in accordance with clause 4.2 below; (iii) the date on which TR can reasonably demonstrate that the Deliverables substantially conform to the Acceptance Criteria; or (iv) the date after the Deliverables have first been used by Customer in a production environment.
- 4.2 If Customer determines that the Deliverables do not substantially conform to the Acceptance Criteria, then prior to the end of the Deliverable Acceptance Period, Customer shall submit to TR a list of all such non-conformances together with evidence of such non-conformances in a format reasonably specified by TR from time to time (an “Acceptance Test Report”).
- 4.3 Customer shall notify TR of acceptance or submit an Acceptance Test Report prior to the end of the Deliverable Acceptance Period in each case by email, marked “Acceptance Test Report” in the subject heading, to TR's customer support department and its account manager at the email addresses notified by TR from time to time.
- 4.4 If the Deliverables are not accepted pursuant to clause 4.1(b), TR may modify the Deliverables and re-submit them to Customer for acceptance and the provisions of clauses 4.1(b), 4.2 and 4.3 shall apply only to such re-submission(s).
- 4.5 If no Acceptance Criteria are specified in the SOW then Customer shall be deemed to have accepted the Deliverables upon delivery.

5. CHANGE CONTROL

- 5.1 Either party may request changes to the Professional Services, the Deliverables and/or its Specification, the Timetable or the Fees by submitting a request to the other party in writing (including by email), marked “Change Control Request” in the subject heading and conforming with any other format requirements advised by TR.
- 5.2 TR shall carry out an initial assessment of any change request received from Customer, including seeking further information from Customer where required and shall respond to Customer stating whether in principle TR is prepared to carry out the requested change. TR may reject a change request, acting reasonably.
- 5.3 Customer shall co-operate with and provide such information and assistance (including making appropriate personnel available for meetings) as is reasonably requested by TR in order to respond to a change request as soon as reasonably practicable.
- 5.4 Where TR agrees in principle to a change, TR shall prepare and submit to Customer a formal change control note (a “CCN”) setting out: (i) the scope and impact of the change, including changes to the scope of the Specification and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement, including the Fees, as the case may be.



5.5 No requested change shall have effect unless and until each party has signed the relevant CCN.

6. USAGE PERMISSIONS AND RESTRICTIONS

Subject to the terms of the Agreement, TR grants Customer a limited, non-exclusive, non-transferable, permission during the term set out on the applicable Order Form or SOW to use the Deliverables for the Customer's internal business purposes (including, if included in an SOW, providing services to its ultimate end clients) to the extent required for the proper enjoyment of the Professional Services. Where the Deliverable includes configuration or modifications to TR's Software or other Services, permission to use the Deliverable is granted on the same basis as that which applies to the relevant Software or other Services. Note that clause 5.2 (Usage Restrictions) of the Master Terms applies to the Deliverables.

7. INTELLECTUAL PROPERTY

Unless otherwise set out in the Agreement (including any applicable SOW), Customer agrees that all intellectual property rights in Deliverables developed by or on behalf of TR as part of the Professional Services are and will remain the exclusive property of TR.

8. KNOW-HOW

In no event will TR be precluded from developing for itself or for others any materials and work product which is similar to the Deliverables. In addition, TR will be entitled to freely use its general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by TR while performing the Professional Services.

9. DISCLAIMERS

- 9.1 Customer acknowledges that in the provision of the Professional Services TR is not providing legal, financial, tax, accounting, or other professional advice.
- 9.2 Customer acknowledges that the information, materials and opinions (if any) contained in the Deliverables are for general information purposes only, are not intended to constitute professional, financial, tax or legal advice, and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances. Some information provided by TR may contain opinions of, or data received from, third parties and/or Customer and TR does not warrant the accuracy or completeness of such data. Neither TR nor any of its third party suppliers shall be liable for any loss that may arise from any reliance by Customer, or any third parties, on the information or other materials contained in the Deliverables or in any other deliverable or services.

10. PERSONNEL

- 10.1 TR will take reasonable steps to ensure that any of its personnel performing the Professional Services at the Site will comply with any reasonable security, health and safety or confidentiality requirements of Customer relating to that Site that are notified in advance.
- 10.2 TR shall bring to the Site any equipment that it is required to as specified in the SOW.
- 10.3 Customer agrees that during the term applying to the Professional Services, and for twelve (12) months thereafter, it will not, without the prior written consent of TR, directly or indirectly employ or engage or solicit for employment or engagement any employee of TR provided that Customer shall not be in breach of this clause 10.3 if such employment results from a response to a general public advertisement for employment or talent search engagement not specifically targeted at the relevant employee.

11. INDEPENDENT CONTRACTOR

TR and Customer agree that TR is an independent contractor.

12. SURVIVAL OF TERMS

Clauses 7 and 10.3 of this Professional Services Schedule shall survive termination of the Agreement or the applicable Professional Service, along with any others that by their nature should survive.

13. DEFINITIONS

Acceptance Criteria - the acceptance criteria for the Deliverables as described on the SOW.

Deliverable - any deliverable or output to be provided to Customer in connection with a Professional Service as set out in the SOW or the Order Form, excluding any Customer Materials contained in the Deliverables and Software and Documentation provided by TR.

Deliverable Acceptance Period - means, unless otherwise set out in the SOW, in relation to a documentary Deliverable, a period of five (5) days following submission of the documentary Deliverables (either electronically or in hard copy) for acceptance and in relation to any other Deliverables, a period of ten (10) days following submission of the Deliverable for acceptance.

Professional Service - any Services, such as implementation, customization, specialist support, training and consulting services, that may be performed to Customer's specific requirements, as identified on the SOW or the Order Form.

Site - any site where TR will provide the Professional Services as identified in the SOW or Order Form.

SOW - any written statement of work governed by the Master Terms and this Professional Services Schedule detailing the Professional Services Customer orders which has been accepted by TR.

Specification - where applicable, the functional and/or technical requirements specification for a Deliverable as set out or referred to in the SOW.

Timetable - the timetable set out in the SOW or the Order Form for the provision of the Professional Services and delivery of any Deliverables.