Professional Services Terms (Version 3)

These provisions shall apply to any Professional Services Terms supplied to a Licensee by Proactis from 14th October 2026 until superseded by a later version.

1 Definitions

1.1 In addition to the definitions set out in the General Terms, the following definitions shall apply in these terms:

"Accepted Quote": a quote issued by Proactis which is unconditionally accepted by the Customer.

"Customer's Project Manager": the Customer's manager for the Project appointed in accordance with clause 4.1.

"Deliverables": all products and materials developed by Proactis in relation to the Project in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts).

"Intellectual Property Rights": patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Proactis' Project Manager": Proactis' manager for the Project, appointed in accordance with clause 4.4.

"Project": the project as described in the Statement of Work.

"Project Milestone": a date by which a part of the Project is estimated to be completed, as set out in the Statement of Work.

"Service": the services to be provided by Proactis under the Customer Contract.

"Statement of Work": a detailed plan describing the Project and setting out the estimated timetable (including without limitation Project Milestones) and responsibilities of each of the parties for, or in connection with, the provision of the Services by Proactis in accordance with the Contract.

"VAT": value added tax chargeable under English law for the time being and any similar additional tax.

2 Effect of purchase order

2.1 The Customer's purchase order constitutes an offer by the Customer to purchase the Services specified in it on these conditions and the Customer Contract; accordingly, the

a contract for the supply and purchase of those Services on these conditions.

3 Proactis' obligations

3.1 Proactis shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with any Statement of Work or Accepted Quote.

3.2 Proactis shall use reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates shall be estimates only and time shall not be of the essence of the Customer Contract.

3.3 Proactis will not be liable for estimated timescales not being met as a result of lack of access to key staff of the Customer, lack of access to or approval of key documentation or specifications or as a result of actions, omissions or indecision by the Client.

3.4 Proactis shall, if it deems it appropriate, appoint a Proactis' Project Manager who shall have authority to bind Proactis on all matters relating to the Project. Proactis shall use reasonable endeavours to ensure that the same person acts as Proactis' Project Manager throughout the Project but may replace him from time to time where reasonably necessary in the interests of Proactis' business.

4 Customer's obligations

4.1 The Customer shall:

4.1.1 co-operate with Proactis in all matters relating to the Project and appoint the Customer's Project Manager, who shall have the authority to bind the Customer on matters relating to the Project;

4.1.2 provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by Proactis;

4.1.3 provide in a timely manner such information as Proactis may request, and ensure that such information is accurate in all material respects; and

4.1.4 be responsible (at its own cost) for preparing the relevant premises for the supply of the Services.

4.2 If Proactis' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall be liable to pay to Proactis on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Proactis confirming such costs, charges and losses to the Customer in writing.

5 Staff

5.1 Each party agrees that when its staff are present on the premises of the other party They shall comply with such rules and regulations as are notified to them for the conduct of staff on those premises.

5.2 If Proactis deems it necessary it may replace any of its staff members, endeavoring togive reasonable notice thereof. Proactis shall bear the cost of training replacement staff unless the replacement is necessitated by an event outside Proactis' reasonable control in which case the Customer shall bear such cost.

6 Change control

6.1 Each party shall have the right to reject any proposed change but shall not do so unreasonably. Any agreed changes shall only be effective if recorded in writing.

6.2 The Customer's Project Manager and Proactis' Project Manager shall meet at least once every week, fortnight or other frequency as agreed between the parties to discuss matters relating to the Project. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

6.3 If either party requests a change to the scope or execution of the Services, Proactis shall, within a reasonable time, provide a written estimate to the Customer of:

6.3.1 the likely time required to implement the change;

6.3.2 any variations to Proactis' charges arising from the change;

6.3.3 the likely effect of the change on the Statement of Work; and

6.3.4 any other impact of the change on the terms of the Contract.

6.4 If Proactis requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

6.5 If the Customer wishes Proactis to proceed with the change, Proactis has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Statement of Work and any other relevant terms of the Contract to take account of the change.

6.6 Proactis may make a reasonable charge for investigating a proposed change and preparing a quotation/estimate for that change, whether or not subsequently implemented, subject to agreeing the basis of charging for doing so with the Customer in writing before proceeding with the investigatory work.

7 Charges and payment

7.1 Clause 7.2 shall apply if the Services are to be provided on a time-and-materials basis, clause 7.3 and clause 7.4 shall apply if the Services are to be provided for a fixed price. The remainder of this clause 7 shall apply in either case.

7.2 Where the Services are provided on a time-and-materials basis:

7.2.1 the charges payable for the Services shall be calculated in accordance with Proactis' standard daily fee rates as amended from time to time;

7.2.2 any timetable of work, schedule of delivery dates or fixed or ascertainable sum in the Statement of Price or elsewhere relating to the whole or any part of the Services shall be estimates only unless stated otherwise in the Quotation Cost;

7.2.3 Proactis' standard daily fee rates are calculated on the basis of a working day being any day from 9a.m. to 5.30p.m with one-hour midday break on Monday through to Friday inclusive, excluding UK Public Holidays as defined at https://www.gov.uk/bank-holidays.;

7.2.4 Proactis shall be entitled to charge at an appropriate overtime rate in accordance with its then current policy for part days and for time worked by members of the project team outside the hours referred to in clause 7.20 on a pro-rata basis;

7.2.5 Proactis shall ensure that all members of the project team complete time sheets recording time spent on the Project, and Proactis shall use such time sheets to calculate the charges covered by each invoice referred to in this clause 7.2; and

7.2.6 Proactis shall invoice the Customer weekly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the week concerned, calculated as provided in this clause 8. Any expenses, materials and third-party services shall be invoiced by Proactis. Each invoice shall set out the time spent by each member of the project team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

7.2.7 Proactis will review its rates by 31 July in each year, any changes to take effect from 1 August.

7.3 Where the Services are provided for a fixed price the total price for the Services shall be the amount set out in the Statement of Work, Accepted Quote or other written agreement. The total price shall be paid to Proactis in instalments as set out in the Statement of Work on its achieving the corresponding Project Milestone. On achieving a Project Milestone, Proactis shall invoice the Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate).

7.4 Any fixed price contained in the Statement of Work excludes:

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the project team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by Proactis for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by Proactis [at cost]; and

(b) VAT, which Proactis shall add to its invoices at the appropriate rate.

7.5 If the Customer cancels any work agreed to be done by Proactis, Proactis may charge the Customer the following sums which will be immediately due and payable: -

7.5.1 Cancellation giving 5 business days' or less notice – daily rate

7.5.2 Cancellation giving between 10 and 6 business days' notice – daily rate less 50%

8 Intellectual Property Rights

8.1 All Intellectual Property Rights and all other rights in the Deliverables shall be owned by Proactis.