

PROFESSIONAL SERVICES TERMS & CONDITIONS
(Updated Jan 1, 2022)

1. BACKGROUND & PURPOSE

Buyer is interested in using the services of the Consultant on the terms and conditions set out in this Agreement

This Agreement provides the framework to be used by the Parties and in support of the expression of interest to engage the services of the Consultant by the Buyer

The Buyer requests for services from the consultant as outlined in the Professional Services Order Form and associated supplements defined therein collectively identified as the SOW

2. SCOPE AND PERFORMANCE

- 2.1. Wherein implementation services are requested by the Buyer, the Consultant hereby undertakes to perform the services which shall be as defined in this Agreement and its annexures mutually agreed. The services to be performed according to the SOW are hereinafter referred to as the "Assignment" and described in the Annexure. The Parties shall under the SOW agree on a specification or job description and a time schedule indicating *inter alia* the personnel from the Consultant that will perform the services, their Assignment, the extent of the Assignment, when the Assignment is to be performed, how the Assignment is to be reported for and the agreed remuneration. The agreed specification and any changes thereto, shall be made in writing and duly signed by both Parties.
- 2.2. The Parties shall co-operate and confer in connection with the performance of the Assignment. Each Party shall appoint a project team and most importantly a key representative, authorized to act on behalf of their respective Party and to make binding decisions regarding the matters set out in this Agreement.
- 2.3. The Assignment shall be performed within the time frames finalized for the respective project and agreed upon by the Parties during the execution of the Assignment, unless explicitly otherwise in this Statement of Work or its annexures where applicable.
- 2.4. No verbal communication or assurances not documented herein will not form part of the scope of this project.

3. REMUNERATION

- 3.1. Buyer shall remunerate the Consultant for the work performed under the Assignment in accordance with the terms mentioned in the SOW and its annexure, where applicable. The agreed remuneration is henceforth referred to as the "Remuneration" and shall be paid in accordance with the SOW.
- 3.2. The Remuneration comprises all cost for the performance of the Assignment provided as services as described in the SOW including legally social security contributions if applicable and other expenses related to payroll expenses.
- 3.3. The Consultant warrants that the Consultant at all times have a document that shows that the Consultant pays its own preliminary taxes, unless otherwise explicitly stated in the supporting mutually agreed documents such as the Statement of Work, Software License Schedule or Customer Support Agreement
- 3.4. If the Assignment is performed on a current account (Time & Material basis) the daily rate will be based on the time spent / planned on the Assignment. Such remuneration will be measured in days, wherein each day shall comprise of 8 working hours, unless otherwise agreed, Buyer shall in connection with a current account pay the Remuneration not later than the payment terms agreed. The same is defined in the Appendix – Professional Services Order Form Supplement – Statement of Work
- 3.5. If the Assignment is performed on "Fixed Price" this means that the Remuneration is to be paid, irrespective of the time spent by the Consultant in connection with the performance of the Assignment. Unless otherwise agreed, the Remuneration in connection with a fixed price shall be paid as per Budget & Special Terms defined in the Professional Services Order Form Supplement – Statement of work.
- 3.6. Any request by Buyer or representative to provide services that are not included or agreed in the SOW, is deemed to be agreed at the then applicable rates and terms unless otherwise explicitly agreed. The Consultant shall duly report to the Buyer all such charges accrued periodically as agreed
- 3.7. Wherein for any services rendered by the Consultant to the Buyer and accepted by the Buyer as such during the execution of the 'Assignment' outside the scope of work agreed thereof, irrespective of the term being either "Current Account" or 'Fixed Price', such services rendered to the benefit to the Buyer shall be deemed chargeable. The Consultant will detail such services rendered at period intervals to the satisfaction of the Buyer with evidence of acceptance of completion of such services by the Buyer. These services thereof will be remunerated to the Consultant as per rates agreed in the SOW.

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- 3.8. If Buyer does not pay its invoices within the specified time and provides notification of a delay in payments for invoices that are not disputed, the Consultant is entitled to interest on overdue payment in accordance with applicable interbank offer rate (EIBOR) plus 2% p.a. as published by the Central Bank of the United Arab Emirates.

4. CONSULTANT'S OBLIGATIONS

- 4.1. The Consultant agrees to take end to end responsibility and provide staff of an appropriate level of skill and experience to work on the Project, but the Buyer may at his sole discretion require the removal and replacement of any of the Consultants staff at the Consultants sole cost, after providing a show-cause for asking for such removal and replacement and obtaining consent from the Consultant for such replacement. The Consultant hereby agrees not to unreasonably withhold such replacements or removals post providing such consent.
- 4.2. Whenever the Buyer engages the Consultant for an Assignment, the Consultant shall be obliged to provide the profile the resource and the location of work explicitly, when requested. Unless explicitly requested, the Consultant shall exercise due diligence and offer specialist resources to his best judgement of the skills required to perform under the Assignment in the SOW.
- 4.3. The Consultant understands and agrees that time shall be of the essence for the performance of all its obligations under this Agreement and that it shall always, work professionally, expeditiously and in accordance with the instructions of the Buyer.
- 4.4. Each Project will be completed in accordance with the implementation methodology applied to the statement of work. Such methodology will set down a timetable in the Project Charter & Project Management Plan. In the event of the indicative schedules, timelines and milestones provided in the SOW being reworked and baselined in the project charter and project management plan, the Project Management plan shall overrule the any indicative schedule and milestones in this SOW
- 4.5. The methodology to be followed in the project, if & when applicable is identified in the SOW. Wherein both Parties agree to undertake each project in accordance with the methodology, each is allowed to make reasonable deviations as suited to the project needs. The Consultant will duly notify the Buyer the methodology to be applied for the project, in the event the methodology agreed to be followed is different to standard practices referenced in the SOW as. Such deviations will be recorded in the Project Management Plan and agreed with the Buyer
- 4.6. The Consultant agrees that whilst engaged on the premises of the Buyer it will comply with:
- 4.6.1. all laws and regulations relating to employment of staff and health and safety at work
 - 4.6.2. the specific regulations of the Buyer as applicable to its employees.
 - 4.6.3. the instructions of the Buyer
 - 4.6.4. receiving prior documented approval from the Buyer before using any sub-contractors
- 4.7. If the Consultant wishes to perform any or all of its obligations under this Agreement through agents or sub-contractors, the following provisions apply:
- 4.7.1. the Consultant must first obtain the written consent of the Buyer to the name and identity of any sub-contractor. The Buyer shall not unreasonably withhold providing such written consent
 - 4.7.2. the Consultant remains liable for the performance of this contract
 - 4.7.3. the Consultant agrees to indemnify the Buyer against any loss or damage suffered by the Buyer arising from any act or omission of any agent or sub-contractor.

5. BUYER'S OBLIGATIONS

- 5.1. Buyer shall grant the Consultant access to the premises, tools and documentation necessary for the performance of the Assignment.
- 5.2. To ensure hardware & network infrastructure will be sufficient to handle the projected volumes as per the recommendations agreed by the Buyer with such specifications provided either by the Consultant or third Parties
- 5.3. Buyer will be responsible for troubleshooting any environment issues that may arise. Network, hardware, telecommunications, and PC configuration tasks will be the responsibility of the Buyer, including but not limited to troubleshooting industry standard hardware, network and telecom infrastructure.
- 5.4. Buyer will allow and or facilitate remote access to the Consultant to its server/environment for providing technical assistance on infrastructure or dependencies directly associated with the products in scope of the Assignment.
- 5.5. Comply with the implementation methodology, implementation standards, use of the tools, templates and other artifacts. Buyer will also comply with his role & responsibilities as stated in the methodology or the project plan. Where the Buyer is an intermediary Party and not end customer, it is the Buyer's responsibility to ensure compliance of the end customer to the methodology applied in the SOW
- 5.6. Buyer or Buyer's end customer, on whose behalf the Buyer takes full responsibility, will provide a project manager and business functional leaders as needed during the implementation of the project as stated in the SOW.