



## SPECIFIC TERMS

### SERVICES

These Specific Terms – Services supplement the General Terms available under [General Terms](#) and supersede any conflicting terms for the Services subject of these Specific Terms.

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1. **Service.** The scope of the Services to be provided are described in a service description and mutually agreed to in the Order.
  2. **Consultants.** At its sole discretion, Company may use and replace its own employees or contractors to deliver the Services. Company remains responsible to the Customer for delivery of the Services and the activities of the consultants.
  3. **Out-of-Scope Services.** Any services not specifically described in the applicable service description are out of scope.
  4. **Service Fees.** The fees for the Services are set out in the Order (the “**Service Fees**”). The Service Fees exclude license fees, expenses and out-of-scope services.
  5. **Expenses.** Any expenses incurred by a consultant are charged on an actual basis, unless otherwise stated in the Order.
  6. **Invoicing.** Service Fees will be invoiced and due as described in the Order. If any additional Service Fees are required because of an Order amendment, the additional Service Fees will be invoiced and due as described in the Order amendment.
  7. **Customer Responsibilities and Required Infrastructure.** The successful completion of the Services requires Customer’s cooperation. Customer will fulfil its responsibilities described in the applicable service description and provide all information, data, documentation, equipment, and other resources as may be reasonably requested by the consultant to enable the consultant to meet its responsibilities. Customer is responsible for system, network, and security infrastructure provisioning, configuration, and troubleshooting, and providing sufficient and timely access for the consultant to its systems and personnel during normal business hours.
  8. **Project Manager.** Both Company and Customer will provide a dedicated project manager to support each party’s responsibilities and dependencies for the project.
  9. **Failure to Perform.** Company and its consultants will be excused for a failure or delay in performance of obligations to the extent that non-performance is caused by act or omission of Customer, so long as Company or the consultant provides without undue delay written notice to Customer of any expected failure or delay and uses all reasonable efforts to avoid and minimize the impact of any such failure or delay.
  10. **Service Completion.** The Services are completed upon the first of the following to occur: (i) all deliverables included in the service description are delivered by the consultant or (ii) for time and material engagements, the consultant has performed the estimated hours or the deliverables have been delivered. All deliverables will be deemed accepted by Customer upon delivery.
  11. **Delivery Reschedule.** If Customer does not meet its responsibilities described in the applicable service description and the failure results in a change to the agreed delivery dates, which may result in additional Service Fees.
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