

onecom

Professional Services Service Terms



1. General

These Professional Services Service Terms should be read in conjunction with all other terms of the Contract.

2. Definitions and Interpretation

2.1 Terms defined in the Contract shall have the same meaning in these Professional Services Service Terms. The following definitions shall also apply.

IT System	the Customer's computers, network, software, server instances and any other IT equipment located at a Site
Onecom Personnel	all employees, staff, other workers, agents and consultants of Onecom and of any sub-contractors who are engaged in the provision of the Services from time to time
Professional Services	the consultancy, installation, implementation, maintenance, configuration, training, technical, engineering, or other professional services to be provided by Onecom to the Customer as detailed in the Commercial Terms
Services	the Professional Services
Standard Support Hours	8am to 6pm UK time on a Business Day

2.2 The rules of interpretation set out in the Contract apply to these Professional Services Service Terms.

3. Professional Services

3.1 Unless otherwise stated in the Commercial Terms, the Services shall be provided:

3.1.1 on a remote, off-site basis; and

3.1.2 during Standard Support Hours.

3.2 The provision of Professional Services outside the Standard Support Hours or at a Site shall be charged for at the applicable time and materials rates as detailed in a quotation provided by Onecom, and acceptance of such quotation shall constitute an Order.

3.3 Onecom shall use reasonable endeavours to perform the Professional Services within any agreed timescales, but any such timescales shall not be of the essence.

3.4 The Customer shall give Onecom no less than 10 Business Days' prior written notice in the event the Customer postpones or cancels an agreed delivery date for the Services (or part thereof).

3.5 In the event the Customer fails to comply with paragraph 3.4, Onecom may invoice the Customer, and the Customer agrees to pay such invoice, as if the Services had been provided.

4. Customer Obligations

4.1 Without prejudice to the obligations set out elsewhere in the Contract, the Customer shall:

4.1.1 provide Onecom with: (i) administrator-level access to the IT System; (ii) access to the Site; and/or (iii) access to such facilities as Onecom may reasonably require, in each case to the extent reasonably required by Onecom to provide the Professional Services;

4.1.2 ensure that any Onecom Personnel attending a Site shall have a safe and suitable working environment; and

- 4.1.3 authorise Onecom to deal with its third-party suppliers on its behalf to the extent reasonably required by Onecom in order to provide the Professional Services.

5. **Charges and Payment**

5.1 Unless otherwise stated in the Commercial Terms, the Charges are calculated:

5.1.1 on a time and materials basis;

5.1.2 on the basis of an eight-hour day, during Standard Support Hours; and

5.1.3 as an estimate only.

5.2 Onecom shall ensure that Onecom Personnel complete time sheets to record time spent on the Services.

5.3 The Customer acknowledges that in the event the scope of Services detailed in the Commercial Terms changes as a result of: (i) a change to the Customer's instructions; or (ii) the time required by Onecom to perform the Services, additional Charges may apply.

5.4 In the event the time spent on the Services is less than the estimated time detailed in the Commercial Terms, Onecom shall invoice the Customer for such time as detailed in the Commercial Terms.

5.5 Onecom shall invoice the Customer for the Charges on or at any time after an Order, and payment shall be made by the Customer in advance and in full.