

Soprano Design's Customised Services include the provision of on-site support, integration or design consultation pursuant to an agreed statement of work.

## 1. Quote and Specifications.

1.1 Prior to providing any Customisation Services we will agree in a statement of work:

- a. the specifications and requirements for the Customisation Services; and
- b. total estimated cost of the Customisation Services.

1.2 If you schedule Customisation Services outlined in a statement of work before you have signed it, this will constitute acceptance of such statement of work.

## 2. Your Deliverables.

You will provide us with the information, resources and equipment ("Your Deliverables") listed in the statement of work. Should you fail to provide Your Deliverables in a timely fashion, then we shall be excused for not performing our responsibilities under the statement of work in a timely manner. In addition, you will be responsible for any of our costs incurred solely due to any late or defective delivery caused by you (or by your agents, subcontractors or employees, as applicable).

## 3. On-site services.

3.1 If a statement of work requires delivery of the Customisation Services on premise at your location, you will pay or reimburse us, or our agent, for any travel expenses required for such Customisation Services.

3.2 To provide Customisation Services during on-site engagement, we may require the following:

- a. Physical access to a designated LAB, DEV, QA and Production environment(s), including after-hours access.
- b. A work area and workstation with access to servers, Internet access for email and http/https and/or ftp access for downloading / uploading files, and Telephone access to local and toll-free numbers.
- c. Your technical personnel to be made available with reasonable notice to assist with performance of the statement of work.
- d. Your representative(s) for coordination, testing and acceptance.

## 4. Remote Services.

We may also require reliable and responsive remote access to your environment, as provided in a statement of work, to provide Customisation Services, that may be required prior to or after an on-site visit.

## 5. Out of scope work.

5.1 We are not required to carry out, and you are not required to pay any amount in respect of Customisation Services outside the scope of the statement of work unless and until a change request has been agreed in writing by the duly authorized representatives of both parties.

5.2 If you submit a written change request we will, within a reasonable time, provide you with an estimate of the likely time to implement the change, any variations to the total cost and any other effect of the change on the terms of this Schedule. Where a change request requires a modification of the terms of this Schedule or any other part of the Service Contract, such modification shall not take effect until it has been agreed in writing.

## 6. Approval of Customised Services.

6.1 Where we undertake Customisation Services or any form of professional services, you will not unreasonably withhold signoff and approval of the completed project, where we are able to reasonably demonstrate that we have met the agreed specifications or requirements.

6.2 Approval of the completed project shall be deemed if you don't provide us with written notice of any errors or acceptance within seven (7) business days after the delivery of the Customisation Services.

## 7. Payment.

Upon completion of the Customisation Services you agree to pay the total cost of the Customisation Services within 30 days of receipt of an invoice for such services. Where you terminate a statement of work in part or in full, or delay the project progress beyond 3 months at any point once the project has commenced, you shall pay all valid outstanding invoices and for work provided up to and including the date of delay or termination.

## 8. Intellectual Property.

All Intellectual Property Rights in any Customisation Service we provide to you will be owned and retained by us (or by our suppliers and/or licensors, as applicable), and you acknowledge that you have no right, title or interest to any such Intellectual Property Rights, except for the right of use provided in the Service Terms

**Last Updated:** March 10, 2020.