
ADDENDUM - TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. PROVISION OF PROFESSIONAL SERVICES

- 1.1 Arkessa will provide the Professional Services as set out in and in accordance with the Order and the Services Schedule and with the reasonable care and skill of a competent provider of such services.
- 1.2 Arkessa will use reasonable endeavours to meet any timeframes for the delivery of the Professional Services that have been agreed in writing with the Customer, but all timeframes are estimates and time is not of the essence for delivery of the Professional Services.
- 1.3 Customer shall provide any co-operation, access to premises, staff or IT systems and networks that is either (a) set out in the Services Schedule (b) agreed otherwise in writing (c) is reasonably requested by Arkessa to enable Arkessa to provide the Professional Services.
- 1.4 To the maximum extent permitted by Applicable Law, other than those warranties which are set out in the Agreement, all conditions, warranties and representations relating to the Professional Services, whether express or implied, are excluded and, in particular, Arkessa does not warrant that the Professional Services will meet Customer's particular requirements, whether or not those requirements have been made known to Arkessa.

2. CHARGES

- 2.1 The Charges for the Professional Services are set out in the Services Schedule.
- 2.2 Unless otherwise stated in the Services Schedule, Arkessa will invoice Customer the Charges for the Professional Services at the end of each calendar month.

3. INTELLECTUAL PROPERTY

- 3.1 All Intellectual Property Rights in any work product created, developed or provided to Customer by Arkessa in performing the Professional Services shall be owned by Arkessa or its licensors. Arkessa grants Customer a non-exclusive licence to use such work product for its internal business purposes.

4. TERMINATION

- 4.1 Unless otherwise stated in the Services Schedule, Arkessa can terminate the Professional Services on fourteen (14) calendar days' written notice to Customer.