

Supplemental Terms and Conditions Professional Services

These supplemental terms and conditions (“Supplement”) shall apply to the provision of Professional Services by Prosperon Networks Ltd to Customer and supplements Prosperon’s Standard Terms and Conditions of Sale and License located at: <https://marketing.prosperon.co.uk/asset/106:terms-and-conditions-of-supply-of-goods-and-services-prosperon-networks> with respect to such services or other executed agreement between Prosperon and Customer that references this Supplement (collectively “Agreement”). Prosperon will use reasonable commercial efforts to provide professional services (“Professional Services”) in accordance with and subject to the terms set forth in this Supplement.

1. The Professional Services to be provided are described in the Order, on Prosperon’s website at <http://www.prosperon.co.uk/services/orion-health-check>, or on a mutually executed Statement of Work. Professional Services may consist of installation, consulting, training or other professional services as mutually agreed upon.

2. Professional Services will be deemed completed by Prosperon upon the sooner of

- (i) for Professional Services (A) billed on a time (T) basis, once each applicable hour or day has been delivered, or (B) billed at a fixed price (“FP”), upon delivery of the Professional Services, provided that if Prosperon has partially completed a FP Professional Service and Prosperon is not able to complete the FP Professional Service due to Customer’s failure to schedule completion of the FP Professional Services within the later of ninety (90) days after Customer purchased the FP Professional Service or (y) thirty (30) days after the originally agreed upon completion date for the FP Professional Service, such FP Professional Services shall be deemed delivered, or
- (ii) mutual agreement by the parties.

Regardless of how such Professional Services are billed, Customer shall complete the sign off document of all Professional Services to Prosperon either onsite on the final day or in writing within two (2) business days of any such completion; if Customer fails to provide written notice to Prosperon of Prosperon’s failure to complete the Professional Services as required within five (5) business days of Prosperon’s written request to confirm completion, Customer waives any right to later claim that Prosperon did not complete the Professional Services.

If Customer purchases three (3) or more days of T or FP services on an Order, such T & FP services must be scheduled in minimum increments of three (3) consecutive days unless otherwise approved in advance by Prosperon. If Customer cancels or attempts to reschedule delivery of Professional Services within three (3) business days of a confirmed delivery date, Prosperon may either accept the rescheduling or cancellation request or invoice Customer in full for the cancelled Professional Services. Professional Services invoiced or paid but not completed within twelve (12) months of the order will be deemed accepted unless otherwise approved by Prosperon in writing. Training classes that are not completed within six (6) months of the applicable Order for such classes will be deemed completed and delivered unless otherwise approved by Prosperon in writing.

If Customer cancels or attempts to reschedule delivery of Professional Services within one (1) week of a confirmed delivery date, Prosperon may either accept the rescheduling or cancellation request or invoice Customer for the cancelled Professional Services. (See Schedule A)

3. Customer agrees to pay Prosperon for the Professional Services in accordance with the rates set forth on the Order. Customer shall pay each Prosperon invoice within thirty (30) days of the date of the invoice. Professional Services will be invoiced upon acceptance of the Order, provided that upon written request by Customer, T & FP services will be invoiced as delivered. Training services may be invoiced upon completion of the training class or, at Prosperon’s discretion, upon acceptance of the Order. Prosperon can cancel a purchase order for Professional Services at any time. For Professional Services billed on a T & FP basis, a “day” shall be defined as seven and a half (7.5) hours during the regular business hours 9:00 AM to 5:30 PM local time, Monday through Friday, of a single day.

Travel and other expenses that are incurred in connection with the Professional Services will be calculated in advance and quoted by Prosperon and paid by Customer on a fixed fee basis.

4. In the event of termination of a Professional Service Order,
- (i) Customer shall pay Prosperon all amounts due or accrued as of such termination;
 - (ii) Customer will return to Prosperon all Confidential Information (as defined below) and other Materials (as defined below) of Prosperon
 - (iii) the following sections will survive:

2 to 8, and (iv) any accrued rights of Prosperon to payments and remedies for breach shall remain in effect. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party which complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.
5. Prosperon shall own all right, title and interest in and to, including all intellectual property rights with respect to any
- (i) work product, ideas or information resulting from or arising during performance of this Agreement;
 - (ii) derivatives, enhancements or modifications of Prosperon's services, and
 - (iii) other materials including all know-how, methodologies or processes supplied or developed by Prosperon (collectively, (i), (ii) and (iii) shall be deemed "Materials"), provided that Customer shall retain ownership of all tangible Customer data or applications.
- 6.. Prosperon may subcontract its obligations under this Agreement, provided that Prosperon shall remain responsible for its obligations under this Agreement. For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind or attempt to bind the other to any contract. If the Services are provided at Customer's facilities, Prosperon agrees to comply with Customer's reasonable policies that apply to onsite service providers, provided such policies are provided to and agreed to by Prosperon in writing in advance. The parties acknowledge and agree that Customer's purchase of Prosperon's products has been separately provided for, and such purchase is not contingent upon the provision of any Professional Services hereunder.

SCHEDULE A

Postponement/Cancellation of Services:

Where Prosperon Networks services have been ordered and booking confirmed, the following cancellation charges will apply, unless otherwise agreed, and will be invoiced under separate cover to be due on receipt:

- Cancellation 5 working days prior to booked confirmation – 25% of invoice value for services
- Cancellation 0-4 days prior to booked confirmation – 50% of invoice value for services
- Postponement 0-5 days prior to booked confirmation –reimbursement of any Pre booked travel expenditure

Cancellation of services must be put in writing via post or email

Classroom Courses

Terms and Conditions of booking:

Payment:

Full payment is required prior to the commencement of course to secure your place.

Professional Services Booking Process

- Provisional dates maybe provided by the Company's Professional Services Administrator, however guaranteed confirmation of dates can only be provided on receipt of customer order.
- On receipt of Customer order the Professional Services Administrator will contact you to arrange suitable dates for the provision of the ordered services.
- Once provisional or confirmed dates have been provided the appointed the Company's consultant will contact you to clarify provision of service and ensure that customers expectations are met fully.