



PROFESSIONAL SERVICE TERMS AND CONDITIONS

BlueCat Professional Services, as set out in one or more purchase order(s), are subject to (i) the terms and conditions herein, and (ii) the master agreement previously agreed to by your organization (“**Customer**”), or if none, then to the master agreement available at <https://bluecatnetworks.com/license-agreements/> (as applicable, together with these terms and conditions, the “**Agreement**”). Capitalized terms used but not defined in these terms and conditions shall have the meaning set out in the Agreement.

1. **Professional Services.** All Professional Services to be provided by BlueCat to Customer shall be described in a Statement of Work (“**SOW**”). Each SOW must be consistent with the terms in this Agreement unless explicitly stated in the SOW.
2. **Time and Materials.** Unless explicitly stated in the SOW, all Professional Services are performed on a “time and material” basis. If requested, BlueCat will provide regular updates on the services being performed.
3. **Expenses.** Unless explicitly stated in a SOW, BlueCat shall be reimbursed for all reasonable and documented expenses, including travel, parking, accommodations and meals.
4. **Change Orders.** If either Party wishes to make a change to the scope of work set out in a SOW, a change order must be submitted which describes the scope of the Professional Services to be performed, the revised time frame and a cost estimate. Each change order must be accepted in writing to be binding.
5. **Scheduling.** Unless explicitly stated in the SOW, Professional Services will be provided between Monday and Friday, from 8:00 am to 5:00 pm local time. Weekend and overtime rates apply outside these days and hours.
6. **Delivery Dates.** Delivery dates in the SOW are estimates only that may change, contain dependencies outside of BlueCat’s control, and are not binding completion dates.
7. **Limited License re. Deliverables.** The SOW may set out specific deliverables to be provided by BlueCat as part of the Professional Services (“**Deliverables**”). The Deliverables are not “work made for hire” and any Intellectual Property Rights in the Deliverables remain with BlueCat. The Deliverables are licensed to Customer in connection with the Software upon the same terms and conditions as set forth in the Agreement.
8. **Warranty.** For a period of thirty (30) days from the performance of the Professional Services, BlueCat warrants that the Professional Services are performed in a professional manner using qualified and experienced personnel familiar with BlueCat Offerings. Any warranty claims must be reported to BlueCat within thirty (30) days of the delivery of the Professional Services. This warranty does not apply in the event of any change, addition, deletion or other modification to the Deliverables or other outcome of the Professional Services, except as specifically authorized in writing by BlueCat. Upon a valid warranty claim by Customer, BlueCat shall remedy the deficiency within a reasonable period of time and failing that, BlueCat shall refund all Professional Services fees paid to BlueCat and attributable to the deficiency giving rise to the warranty claim. The foregoing remedies are BlueCat’s sole obligation and Customer’s sole remedy in the event of a valid warranty claim.
9. **Independent Contractor.** The manner and means used by BlueCat to perform the Professional Services are in the sole discretion and control of BlueCat.



10. **Expiry.** Unless otherwise agreed, a SOW expires if the project is not commenced within six (6) months.

11. **Termination, Delays.** Any termination of Professional Services purchased in a Purchase Order shall require the written consent of BlueCat. In the event of undue delays by Customer such as failing to provide requested information which result in scheduling changes, Customer shall be responsible for fees of all Professional Service resources that are not redeployed and all non-cancellable expenses which are incurred.