

SOA Module 7 – ICT Professional Services

1	Application of SOA Module	3
2	Interpretation	3
3	Service Period	3
4	Supply of ICT Professional Services	3
5	Acceptance Testing	3
6	Warranties	3
7	Defects	4
8	Definitions	4

SOA Module 7 – ICT Professional Services

1 Application of SOA Module

- (a) The SOA Comprehensive Contract Conditions - ICT Products and/or Services (**SOA Comprehensive Contract Conditions**) apply to this SOA Module.
- (b) The terms and conditions included in this SOA Module form part of the Contract when the parties state in the Details that SOA Module 7 forms part of the Contract.

2 Interpretation

- (a) The definitions for this SOA Module are set out in clause 8.
- (b) Other definitions and rules of interpretation applicable to this SOA Module are set out in the SOA Comprehensive Contract Conditions.

3 Service Period

- (a) During the Service Period, the Supplier must provide the ICT Professional Services to the Customer as specified in the SOA Module Order Form.
- (b) The Customer may extend the Service Period on the same terms and conditions for the extension period specified in the SOA Module Order Form by giving the Supplier written notice by at least the period as specified in the SOA Module Order Form before expiry of the then current Service Period.

4 Supply of ICT Professional Services

- (a) The Supplier must supply the ICT Professional Services:
 - (i) with due care and skill;
 - (ii) by the Delivery Date (if applicable) or otherwise in a timely manner;
 - (iii) in accordance with the professional standards applicable to the ICT Professional Services as specified in the SOA Module Order Form; and
 - (iv) in accordance with the Requirements and SOA Module Order Form.
- (b) The Supplier must supply the ICT Professional Services during Business Hours or as otherwise specified in the SOA Module Order Form.

5 Acceptance Testing

If specified in the Details, Acceptance Tests must be conducted in relation to any Deliverables supplied as part of the ICT Professional Services in accordance with clause 9 of the SOA Comprehensive Contract Conditions.

6 Warranties

The Supplier warrants that:

- (a) the ICT Professional Services will be performed:
 - (i) with due care and skill and in a timely manner;
 - (ii) by appropriately qualified and trained Personnel;
 - (iii) by Personnel who have the qualifications, admissions and memberships (if any) required by the Customer and as specified in the SOA Module Order Form;

- (b) at all times during the Warranty Period, the Deliverables provided under this SOA Module will comply with the Requirements.

7 Defects

- (a) Subject to clause 7(b), the Supplier must, at no cost to the Customer:
- (i) where the supply of the ICT Professional Services involves the supply of Deliverables, during the Warranty Period:
 - (A) remedy any Defects in the Deliverables; and
 - (B) take all reasonable measures (including providing a Workaround) to enable the Customer to continue to productively use the Deliverables while remedying Defects; or
 - (ii) where the supply of the ICT Professional Services does not involve the supply of specific Deliverables and such ICT Professional Services do not meet the requirements specified in the SOA Module Order Form, take all necessary steps to ensure that the ICT Professional Services comply with the requirements specified in the SOA Module Order Form, provided that the Customer notifies the Supplier of any failure of the ICT Professional Services to meet those requirements within 30 days of delivery or such other period specified in the SOA Module Order Form.
- (b) The Supplier is not required to remedy any Defects in the Deliverables to the extent that the Defect arises as a result of:
- (i) any failure of the Customer to comply with its obligations under the Contract;
 - (ii) any failure of a Customer Input (if applicable) to comply with the requirements specified in the Details;
 - (iii) modifications to the Deliverables that were effected or attempted by a person other than the Supplier, its Personnel or a person authorised by the Supplier;
 - (iv) damage caused by the operation or use of the Deliverable other than in accordance with the User Documentation and Bespoke Documentation (as applicable) and the Contract;
 - (v) any Harmful Code that adversely affects the Deliverable (as applicable), except to the extent that:
 - (A) the Harmful Code was introduced by the Supplier or its Personnel; or
 - (B) the Requirements include a requirement to protect against Harmful Code, and the Defect is caused by a failure to meet the Requirements; or
 - (vi) an Unexpected Event.
- (c) Where the Supplier, acting reasonably, determines that the Defect arises as a result of circumstances set out in clause 7(b), then if the Customer requests the Supplier to remedy the Defect, the Supplier is entitled to charge the Customer for the costs and expenses (calculated using the rates set out in the applicable Pricing Schedule, or if none are stated, at the Supplier's then current commercial rates subject to clause 10.4 of the SOA Comprehensive Contract Conditions (if applicable)) that arise out of or in connection with identifying and attempting to remedy that Defect.

8 Definitions

ICT Professional Services means the information, communications or technology related services described in the SOA Module Order Form. For clarity, ICT Professional Services do not include services provided under the direction, control and supervision of the Customer, or any other service the Supplier will provide to the Customer under the Contract under another SOA Module.

Service Period means the period specified in the SOA Module Order Form for the supply of the ICT Professional Services.

Workaround means a fix or alternative procedure to temporarily address a Defect.