



CONTRACTS & POLICIES

# PCL One Professional Services Terms

STANDARD TERMS FOR IMPLEMENTATION, CONFIGURATION, MIGRATION, INTEGRATION, TRAINING AND ADVISORY SERVICES

**Effective Date:** 6 October 2025

**Classification:** Public

**Document ID:** PCL-CONTRACT-PS-020

*These terms are intended for public distribution. They provide the standard framework for PCL One professional services. The scope, deliverables, timetable, fees, dependencies, acceptance criteria and any customer-specific terms are identified in the applicable Ordering Document, Statement of Work or other executed services schedule.*

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These terms should be read together with the applicable PCL One Cloud Services Agreement, Ordering Document, Statement of Work, Data Processing Addendum and relevant Service Specifications.

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## 1. Overview and applicability

These Professional Services Terms establish the baseline conditions under which PCL One provides implementation, configuration, migration, integration, training, advisory and related professional services. They apply when incorporated into an Order, Statement of Work (SOW) or other executed services document.

### PUBLIC BASELINE

Professional Services are defined by the applicable SOW. No project-specific milestone, acceptance period, staffing commitment, delivery date, fee, travel obligation or implementation outcome applies unless it is stated in the executed SOW, Order or other governing contract document.

- Professional Services are separate from the ongoing Cloud Services subscription unless the applicable Order expressly states otherwise.
- Capitalized terms not defined in these terms have the meanings given in the applicable Agreement, Order, SOW or Data Processing Addendum.
- Where mandatory law or an executed customer-specific term is more specific, that requirement controls for the relevant Professional Services.

## 2. Professional Services scope

PCL One may provide one or more of the following service categories where stated in the applicable SOW:

| Service category                        | Typical activities                                                                                                  |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Implementation and configuration</b> | Discovery, solution design, configuration, workflow setup, security roles, reporting setup and deployment planning. |
| <b>Data migration</b>                   | Source-data assessment, mapping, transformation, trial loads, reconciliation support and production migration.      |
| <b>Integrations</b>                     | Interface design, API or file-based integration, connector configuration, testing and deployment support.           |
| <b>Testing and readiness</b>            | Test planning support, defect triage, cutover readiness, go-live preparation and hypercare activities.              |
| <b>Training and knowledge transfer</b>  | Administrator, super-user or end-user enablement; training materials; operational handover.                         |
| <b>Advisory and optimization</b>        | Process design, solution reviews, reporting, configuration optimization and other agreed advisory services.         |

The SOW identifies which activities are included and any activities, deliverables, environments, data sets, integrations, reports, custom work or services that are expressly excluded.

## 3. Statement of Work framework

Each SOW should contain enough information to make the Professional Services scope and commercial basis clear. The following elements are normally addressed as applicable:

| SOW element                        | Purpose                                                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Objectives and scope</b>        | Business objectives, services included, modules, workstreams and material exclusions.                                  |
| <b>Deliverables and milestones</b> | Outputs, stage gates, dependencies, target dates and responsible parties.                                              |
| <b>Project team and governance</b> | Named or role-based contacts, decision rights, meeting cadence and escalation path.                                    |
| <b>Customer dependencies</b>       | Access, data, subject-matter experts, approvals, environments and third-party coordination required from the Customer. |
| <b>Acceptance</b>                  | Applicable acceptance criteria, validation method and any agreed acceptance period.                                    |
| <b>Fees and billing</b>            | Fixed fee, time-and-materials, milestone, subscription-linked or other agreed charging model; expenses if applicable.  |
| <b>Special terms</b>               | Customer-specific security, data residency, public-sector, regulatory, insurance or delivery requirements.             |

If a SOW intentionally leaves an item open for later confirmation, the parties may document the decision through the governance or change-control process specified in the SOW.

## 4. Project governance and personnel

PCL One will assign personnel with skills appropriate to the Professional Services described in the SOW. The SOW may identify key roles, named personnel, customer project leads or escalation contacts where relevant to delivery.

- PCL One may manage its personnel and delivery methods provided that material SOW commitments are maintained.
- If substitution of a specifically identified key person becomes necessary, PCL One will use reasonable efforts to provide a suitably qualified replacement and support an orderly transition.
- Any approved subcontractor used to deliver Professional Services remains subject to applicable confidentiality, security and data-protection obligations.
- Project governance should provide a practical mechanism for status reporting, decision tracking, issue resolution and escalation.

## 5. Customer responsibilities and dependencies

Professional Services depend on timely Customer participation. The Customer will perform the responsibilities stated in the SOW and will provide reasonable cooperation needed for PCL One to deliver the agreed scope.

- Provide timely access to appropriate business, technical, security and project stakeholders with authority to make or escalate decisions.
- Provide complete and accurate information, source data, documentation, credentials, environments and third-party contacts identified as Customer dependencies.
- Review deliverables, decisions, data mappings, configurations and test results within the timelines agreed in the SOW or project plan.
- Maintain responsibility for Customer business decisions, legal and regulatory interpretations, user access approvals, source-data quality and final production authorization unless expressly assigned to PCL One in the SOW.
- Coordinate Customer-controlled vendors and systems where their participation is required for an integration, migration, test or deployment.

### DEPENDENCY MANAGEMENT

A delay in a Customer dependency or third-party dependency may require corresponding changes to the project plan, resource schedule, milestone dates or fees. PCL One will raise material impacts through the agreed project-governance or change-control process rather than silently expanding the scope.

## 6. Project planning and delivery

PCL One and the Customer will use the delivery approach identified in the SOW. Depending on the engagement, delivery may include discovery, design, configuration, migration, integration, testing, training, cutover, go-live and post-go-live support stages.

- Project plans and target dates are based on assumptions and dependencies known when the plan is agreed.
- Operational blackout periods, critical payroll or financial cycles, statutory deadlines and other Customer constraints should be identified during planning where they affect delivery.
- Project status information may include completed work, upcoming activities, decisions required, open risks, issues, dependencies and change requests.
- Go-live or production cutover occurs in accordance with the agreed readiness and authorization process, including Customer approval where the SOW assigns that decision to the Customer.

## 7. Data migration and integrations

Where data migration or integration services are included, the SOW should identify the relevant source and target systems, data domains, interfaces, responsibilities, test approach and material assumptions.

- The Customer remains responsible for the lawfulness, ownership, completeness and business accuracy of source data supplied to PCL One, except to the extent an identified defect is caused by PCL One transformation or loading activities.
- PCL One may provide templates, mapping tools, validation reports, reconciliation support and test loads as stated in the SOW.
- Customer validation of migrated data and integrated transactions is a project control and does not transfer PCL One obligations for work that fails agreed specifications.

- Third-party APIs, file formats, vendor availability, credentials, rate limits and vendor changes may affect integration scope or schedule and are handled under the applicable SOW and change-control process.

## 8. Testing, validation and acceptance

The SOW will identify the testing and acceptance model applicable to material deliverables. Acceptance is based on the criteria stated in the SOW rather than on requirements that were not included in the agreed scope.

| Control                     | Baseline approach                                                                                                                                                                  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Testing</b>              | PCL One performs the testing assigned to it in the SOW; the Customer performs customer-owned business validation, UAT or other testing assigned to the Customer.                   |
| <b>Defects</b>              | Material issues are recorded, prioritized and addressed according to the project process and the agreed acceptance criteria.                                                       |
| <b>Acceptance</b>           | The Customer confirms acceptance according to the method stated in the SOW. If an acceptance period or deemed-acceptance rule is intended, it must be expressly stated in the SOW. |
| <b>Production readiness</b> | Cutover criteria may include data validation, critical defect status, integration readiness, access readiness, training completion and required approvals.                         |

Minor defects or items that do not materially prevent the intended use of a deliverable may be documented for correction without necessarily preventing acceptance where the SOW so provides.

## 9. Training and knowledge transfer

Where included, training and knowledge-transfer services are intended to enable the Customer to operate and administer the contracted solution within the roles covered by the SOW.

- The SOW may identify audiences, format, number of sessions, materials, train-the-trainer activities or other enablement deliverables.
- The Customer is responsible for participant availability, attendance and Customer-specific operating procedures unless the SOW assigns those activities to PCL One.
- Training content reflects the configured solution and agreed scope at the time of delivery; later material changes may require additional enablement.

## 10. Changes to scope

Either party may identify a proposed change to scope, assumptions, deliverables, schedule, responsibilities or fees. A material change will be evaluated before it becomes part of the Professional Services commitment.

| Step                | Change-control activity                                                                                                                                                 |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Identify</b>  | Describe the requested change, reason, affected workstream and requested timing.                                                                                        |
| <b>2. Assess</b>    | Evaluate impact on scope, architecture, security, data, schedule, resources, dependencies and fees.                                                                     |
| <b>3. Decide</b>    | Obtain the approvals required by the SOW or project governance model.                                                                                                   |
| <b>4. Implement</b> | Update the SOW, change order, project plan or other governing record before performing the changed work, unless emergency circumstances require a documented exception. |

Informal discussions, meeting notes or exploratory work do not by themselves amend an executed SOW unless the governing contract expressly provides otherwise.

## 11. Fees, expenses and invoicing

Professional Services fees, billing method, currency, invoice timing, payment terms and any approved expense treatment are stated in the applicable Order or SOW.

- Fixed-fee work is limited to the assumptions and scope on which the fixed fee is based.
- Time-and-materials work is billed using the rates and units stated in the applicable Order or SOW.
- Travel and other reimbursable expenses are chargeable only where the applicable Order or SOW permits them and describes the applicable approval or reimbursement basis.
- Changes, Customer delays, additional environments, data, integrations, testing cycles, training or out-of-scope work may require a change order where they materially affect effort or cost.

## 12. Security, privacy and Customer Data

PCL One will handle Customer Data used in Professional Services in accordance with the applicable Agreement, Data Processing Addendum, Information Security Practices and customer-specific security or residency terms incorporated into the SOW or Order.

- Access to Customer systems or Customer Data will be limited to personnel who require access for the agreed services and will be managed through appropriate authentication, least-privilege and logging controls where applicable.
- Customer Data should not be copied into unsupported tools, personal accounts or unapproved locations for convenience.
- Where non-production or migration data requires masking, minimization or other special handling, the applicable design or SOW should identify the requirement.
- Professional Services do not change the Customer ownership of Customer Data or the processing roles established under the applicable DPA.

## 13. Intellectual property and deliverables

Ownership and license rights for Professional Services deliverables are governed by the applicable Agreement, Order and SOW. Unless those documents expressly provide otherwise, PCL One retains ownership of its pre-existing materials, methods, tools, templates, software, know-how and reusable components, including improvements that do not contain Customer Confidential Information.

- The Customer retains ownership of Customer Data, Customer materials and other Customer intellectual property supplied for the engagement.
- A deliverable may contain PCL One materials, third-party materials or configuration components that are licensed rather than assigned.
- Customer-specific ownership or license terms for bespoke deliverables must be expressly stated in the SOW if they differ from the governing Agreement.

## 14. Third-party products and services

Professional Services may depend on third-party products, cloud providers, payment services, identity providers, APIs or other systems. The applicable SOW should identify material third-party dependencies that are known to affect delivery.

- PCL One is responsible for the Professional Services it performs, but does not control changes, outages, license terms or technical restrictions imposed by an independent third-party provider except to the extent the governing contract states otherwise.
- The Customer is responsible for third-party contracts, licenses and permissions assigned to the Customer in the SOW.
- Changes required because a third party changes an interface, product, access method or requirement may be subject to change control where they materially alter the agreed effort or design.

## 15. Delays, suspension and rescheduling

If a material dependency, security issue, non-payment event, Customer delay, legal restriction or other circumstance prevents planned work, PCL One may pause or reschedule affected Professional Services to the extent permitted by the governing Agreement and SOW.

- PCL One will use the project-governance process to identify material schedule impacts and proposed recovery actions where practicable.
- Resources released because of a significant delay may need to be rescheduled based on availability.
- Suspension of Professional Services does not automatically suspend the Cloud Services subscription unless the applicable Agreement or Order provides otherwise.

## 16. Warranties and service limitations

PCL One will perform Professional Services with reasonable skill and care consistent with the applicable Agreement and SOW. Any additional Professional Services warranty, correction period or customer-specific remedy must be stated in the governing contract if it is intended to apply.

### NO IMPLIED PROJECT GUARANTEE

Implementation plans, estimates, target dates, advisory recommendations and project assumptions are not guarantees of a business result that depends on Customer decisions, Customer data, third parties, regulatory interpretation or matters outside PCL One control. This does not limit obligations expressly stated in the applicable contract.

## 17. Term, termination and transition

These terms apply for the duration of the applicable Professional Services engagement. Termination rights and consequences are governed by the Agreement, Order and SOW.

- Upon termination, the parties will address work in progress, earned fees, committed third-party costs, Customer materials and any transition activities required by the governing contract.
- If the Customer requests additional transition assistance beyond the contracted scope, the parties may document that assistance in a new or amended SOW.
- Termination of a Professional Services SOW does not automatically terminate Cloud Services unless the governing Agreement or Order states otherwise.

## 18. Contract relationship and precedence

These Professional Services Terms form part of the contract only when incorporated into an applicable Order, SOW or other executed agreement. Unless the executed documents state a different precedence, conflicts should be resolved using the order of precedence established in the Cloud Services Agreement or applicable Order, with customer-specific SOW terms controlling the Professional Services scope to the extent expressly stated.

| Document                                       | Role in Professional Services                                                                                   |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Cloud Services Agreement                       | General legal framework where incorporated.                                                                     |
| Ordering Document                              | Commercial and customer-specific terms; may purchase Professional Services.                                     |
| Statement of Work                              | Detailed Professional Services scope, deliverables, milestones, responsibilities, fees and acceptance criteria. |
| Data Processing Addendum                       | Privacy and processing obligations for Customer Personal Data.                                                  |
| Service Specifications / Trust Centre policies | Applicable operational, security, support and service-delivery policies.                                        |

## 19. Definitions

| Term                    | Meaning                                                                                                                                                 |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Professional Services   | Implementation, configuration, migration, integration, training, advisory or other professional services identified in an applicable SOW or Order.      |
| Statement of Work / SOW | The executed document that describes the specific Professional Services engagement.                                                                     |
| Deliverable             | A work product expressly identified as a deliverable in the applicable SOW.                                                                             |
| Customer Dependency     | An action, resource, decision, access, data item, approval or third-party activity assigned to or controlled by the Customer and required for delivery. |
| Change Order            | A written amendment or other approved record that changes the agreed Professional Services scope, schedule, fees or other SOW terms.                    |

## 20. Statement of changes

| Date           | Change                                                    |
|----------------|-----------------------------------------------------------|
| 6 October 2025 | Initial publication of these Professional Services Terms. |