

VENDOR AGREEMENT MODULE
PROFESSIONAL SERVICES: PSPS
Applicable only to Professional Services

1. Supplementary Definitions

"**Reimbursable Expenses**" means expenses, approved by CWT and incurred by Vendor in connection with delivery of Professional Services.

2. Acceptance

2.1 Within 30 calendar days after delivery of any Professional Services (as reasonably determined and confirmed by CWT), CWT may notify Vendor of CWT's determination that such Professional Services either conform or do not conform with Specifications.

2.2 Without affecting any of CWT's other rights or remedies, in the event of CWT's rejection of any Professional Services, Vendor shall, at CWT's election and at no cost to CWT, promptly (a) re-perform such Professional Services to conform in all respects with Specifications or (b) refund any amount CWT paid for such Professional Services.

3. Payment, Fees and Expenses

3.1 Notwithstanding anything to the contrary in the Agreement, CWT will have no obligation to pay Vendor any Fees for any Professional Services that are not accepted in accordance with applicable acceptance procedures.

3.2 CWT acknowledges that Vendor might incur Reimbursable Expenses. Unless otherwise agreed in a SOW, Vendor shall deliver an itemized invoice of all Reimbursable Expenses, along with documentary evidence of all included Reimbursable Expenses (including original receipts), at the end of each month during the Project Term. CWT shall pay such invoice to Vendor no later than 45 calendar days after receipt by CWT of such invoice and such evidence, if CWT does not dispute either.

3.3 If Vendor Personnel is required to travel outside the city outlined in the applicable SOW in order to deliver Professional Services reasonable undisputed travel expenses approved by CWT that are consistent with CWT's travel policies and procedures will be considered Reimbursable Expenses. If Vendor Personnel is required to travel overseas in the delivery of Professional Services, Vendor (and not CWT) shall be responsible for, and shall bear the costs of, any necessary insurances, inoculations, and immigration requirements. CWT will have no obligation to reimburse any expense if such expense has not been previously approved by CWT.

4. Costing Reports

4.1 Except as otherwise provided by an applicable SOW, Vendor shall keep CWT advised in writing as to Vendor's progress in delivering Professional Services and costs, expenses and fees on no less frequently than a weekly basis or as otherwise requested by CWT.

5. Place of Work

5.1 Unless otherwise specified in an applicable SOW, Vendor shall deliver Professional Services at Vendor's premises, and, upon CWT's request, Vendor shall come to CWT's premises, or other places reasonably designated by CWT, to meet with representatives or other contractors of CWT.

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6. Representations and Warranties

- 6.1 Vendor acknowledges that CWT has entered into the Agreement in reliance upon the Vendor's expertise in selecting and supplying Professional Services to meet CWT's business requirements.

7. Sub-Contracting

- 7.1 The Vendor may not sub-contract any Services to a third party without the prior written consent of CWT's Sourcing Team only. If prior consent is provided by CWT at its sole discretion, and if the Vendor subcontracts any of the Service(s), the Vendor shall cause each applicable subcontractor to procure and maintain appropriate insurance coverage. It is expressly understood that Vendor is ultimately responsible for its subcontractors including without limitation ensuring that appropriate insurance is maintained by its subcontractors.