

PROFESSIONAL SERVICES REQUIREMENTS

1. Definitions.

- 1.1 “**Acceptance Criteria**” means any acceptance criteria described in an applicable Order or otherwise provided to Supplier by Visa.
- 1.2 “**Project Schedule**” means any project schedule described in an applicable Order or otherwise provided to Supplier by Visa.
- 1.3 “**Qualified Personnel**” means Supplier Personnel that possess experience and qualifications to perform the Professional Services under an applicable Order.
- 1.4 “**Transition Plan**” means any transition plan in an applicable Order or provided to Supplier by Visa.

2. Professional Services.

- 2.1 **Development.** Supplier will develop and deliver to Visa any Deliverables in accordance with the applicable Specifications. Supplier shall follow best industry standards, any Transition Plan, and any other standards set forth in the applicable Order.
 - 2.2 **Project Schedule.** Supplier shall comply with the Project Schedule, which shall govern all timelines. Any changes to the Project Schedule will be mutually agreed upon by the parties. Supplier shall provide periodic status reports to Visa’s Project Manager which shall describe Supplier’s progress on any Deliverables and milestones, estimated time to completion, and any issues or problems encountered. If the Project Schedule identifies milestones that must be achieved by certain dates (“**Critical Project Dates**”), Supplier shall immediately notify Visa when Supplier has reason to believe that it is likely to miss a Critical Project Date and a plan to show how to remedy such failure.
 - 2.3 **Documentation and Training.** Upon Visa’s request or as otherwise set forth in any applicable Order, Supplier shall prepare and deliver to Visa Documentation that fully documents the function and use of any Deliverables and Services. Supplier shall develop any training materials and perform any training services described in the applicable Order.
3. **Acceptance.** All Deliverables are subject to Visa’s written acceptance. Visa may reject any Deliverable that does not comply with the Acceptance Criteria. Visa shall notify Supplier in writing within thirty days of receipt of a Deliverable of its acceptance or rejection that Deliverable, any failure to reject or accept will not result in deemed acceptance. If Visa rejects a Deliverable, Visa may, at its sole option: (A) allow Supplier to modify the Deliverable, at Supplier’s expense, so that the Deliverable complies with the Acceptance Criteria; or (B) terminate the applicable Order in which case Supplier shall refund all Fees paid by Visa to Supplier under the applicable Order for Deliverables that have not been accepted by Visa as of the effective date of such termination.
 4. **Personnel.** Visa may designate Supplier personnel to provide Professional Services to Visa. Supplier shall assign sufficient Qualified Personnel to provide the Professional Services.
 5. **Background Checks.** Supplier agrees that background investigations by Visa or its designee, including criminal history to the extent permitted and conducted in accordance with Applicable Law, are required, at Visa’s or a Visa Client’s expense, for all Supplier Personnel (including Subcontractors) who: (A) in their performance under this Agreement will be unescorted onsite at Visa’s or its Affiliates’ facility or (B) have access to any of Visa’s or its Affiliates’ information technology systems (collectively “**Key Personnel**”). Prior to such Key Personnel engaging with Visa or its Affiliates, Supplier will provide the name and contact information of such Key Personnel.