Professional Services Terms and Conditions

These Professional Services Terms ("Terms") apply to all Consulting Services and Training Services ("Services") provided by Minitab to Customer. These Terms apply to and are incorporated into each applicable Statement of Work ("SOW") or Training Schedule ("Schedule"), each a "Service Order Document," and also apply to any Services purchased or received by Customer without a separately executed Service Order Document. These Terms, any Service Order Document, and all Services provided by Minitab are subject to and governed by Customer's existing Software Subscription Agreement or other applicable written agreement with Minitab (the "Agreement"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Definitions and Terms
"Change Order" means a written modification mutually executed by the Parties altering scope, timeline, Fees, or Deliverables.
"Day" means that period of time customarily associated with one workday but will not exceed eight hours.
"Deliverables" means the deliverables developed by Us or jointly between Us and You pursuant to these Terms or a Service Order Document.
"Schedule" means any timetable or milestones for the Services that are set forth in a Service Order Document or Order Form.
"Trainee" means Your employees, contractors, or agents who attend at least one day of a Training Course. For avoidance of doubt, a trainee must be a human being and may not be an artificial intelligence, large language model, or note-taking application of any kind.
"Trainer" means Our designee with sufficient teaching capabilities and knowledge of the Software or Service to provide effective Training.
"Training Coordinator" means Our employee assigned to coordinate the licensing, scheduling, and general logistics of a Training Course.
"Training Course" means at least one Day, and may include consecutive Days, in which one group of Trainees is present, or scheduled to be present, for Training.
"Training Equipment" means the equipment, including hardware and software, to be used in the Training.
"Training Location" means the physical location at which Training is conducted, as listed on the applicable Schedule.
"Training Manual" means the portions of the training materials provided by Us for the personal use of Trainees during and after their Training Course.
"Training Schedule" means a schedule specifying the Training, Fees, Training Locations, and Training Equipment provided under that schedule.
Additional service-specific definitions may be included in the applicable Service Order Document.

Rates, Expenses, Invoices, and Payment

Firm Fixed Price Rates.

Consulting. We may from time to time provide You with Consulting Services via a bucket of hours which will be clearly identified in the Order Form or Service Order Document. We shall deduct hours used by You and report balances after each use. Upon expiration or use of hours, should additional hours be needed to complete a current request, we will mutually agree upon additional hours reflected in a Change Order or Order Form to ensure sufficient hours are available. Alternatively, We may from time to time provide You with some pre-packaged Consulting Services or other specially negotiated Consulting Services on a firm fixed price basis, provided that such Consulting Services will be clearly identified as being offered on a fixed price basis. Where the Parties agree upon a firm fixed price, the Consulting Services included within such price will be limited to those specifically identified as being covered by such price. Where Consulting Services are not expressly identified as being covered by a firm fixed price, they shall be provided on a time and materials basis at Our then-current standard rates.

Training. For each Training Course, You shall pay Us at Our then-current per diem rate for Training, including charges for additional Trainees above the number of 20 for a maximum of 25, as set forth on the applicable Order Form or Service Order Document.

Expenses. We may bill You for reasonable expenses, including, but not limited to, travel, lodging, meals, and shipping charges incurred when sending any Training Manuals, that are required to perform the Services for You. In connection with any bill for expenses, We will provide reasonable documentary evidence of such expenses upon Your request.

Invoices and Payment. For the Services, We shall submit invoices to You. Except to the extent that a special payment arrangement has been agreed to by the Parties, You shall pay each invoice within thirty (30) days of the date of the invoice.

Cooperation of the Parties and Customer Responsibilities

Both Parties acknowledge that it shall be necessary to cooperate in order to perform the Services, and each agrees to cooperate with the other. You specifically agree to provide in a complete form and in a timely manner all information, data, and access necessary for Us to successfully complete the Services. You also specifically acknowledge that any delays resulting from a lack of cooperation may result in Our inability to meet project benchmarks and may result in the need for You to purchase additional Services. You shall provide a qualified staff member who will have authority to (a) act for You and to make binding decisions, (b) review promptly Our deliverables hereunder so that any necessary corrections or modifications can be made without delay, (c) assume responsibility for the accuracy of the information and data You supply, (d) advise of Your requirements, and (e) provide reasonable access to Your staff (at Our reasonable request) to answer questions. Your business and technical staff shall be available as necessary to advise and assist during specified analysis, design, and development activities.

Office Space, Services, and Equipment for Onsite Delivery. You shall provide, at no cost to Us and subject to Your reasonable usage and access requirements, use of office space, services, and equipment (such as AV equipment) as We reasonably require to perform any Services. Our personnel, when working at Your site, will conduct themselves in a professional manner and will use commercially reasonable efforts to minimize disruptions to Your business.

Personnel

Each Party will retain full responsibility for its own personnel, including payment of compensation and payroll taxes, provision of benefits, and maintenance of workers' compensation and other required insurance.

Training Services

Training, Training Manuals, Facilities and Equipment

We will provide You with the Training on the dates and at the Training Location(s) listed on a Training Schedule.

Unless We otherwise agree in writing, We will provide one copy of the Training Manual for each Trainee scheduled to attend a Training Course. It is Our discretion to determine if a Training Manual will be provided in paper or electronic copy.

When We determine that a paper copy of the Training Manual will be sent, at least two weeks prior to the Training Course, You must provide the Training Coordinator written notice of the address to which Training Manuals are to be sent. If that information is not received by that time, We will send training materials to the Training Location via express courier service at Your expense or revert to providing an electronic copy.

For on-premise Training You are required to provide the Trainer internet access and an a/v projection system. Attendees are required to have internet access to download data sets as necessary and have access to the software that is the focus of the Training. If the Training is virtual You are required to ensure each attendee can access a web based virtual conference solution as provided by Us.

We own all intellectual property rights, including copyright, in all training materials, including the Training Manuals.

Upon full execution of a Training Service, We grant to You a royalty-free, non-transferable, non-exclusive license for Trainees to use the Training Manuals solely for their professional reference purposes.

We retain all rights to the evaluation form and its contents. The information provided by Trainees is for the exclusive use of Minitab and Our agents and assigns in developing and improving course content, design and instruction.

Cancellations and Rescheduling

Cancellation less than 14 days before Training: full fees due.

- 14–30 days before: 75% fees due.
- 30+ days before: 50% fees due.

Rescheduling within 30 days adds 20% to final cost.

Courses marked “TBD” must be completed within 12 months of signature; unfulfilled sessions are forfeited.

Consulting Deliverables and Custom Development Services

Testing and Acceptance

We will make reasonable efforts to assist You in testing any Deliverables to determine whether the Deliverables conforms to the specifications. Within ten (10) business days after delivery, You will provide Us with either a written acceptance of the Deliverables or a written statement of material errors to be corrected. If You fail to provide a written statement of material errors within ten (10) days after delivery, then the Deliverables will be deemed to have been accepted. If You do provide Us with a written statement of material errors, then We will use best efforts to correct such material errors and redeliver the Deliverables to You for final acceptance. If the Deliverables do not meet the Specifications and are rejected by You on redelivery, then Your sole and exclusive remedy will be to terminate the Services then in effect and obtain a refund of any Fees paid to Us for the specific Services pertaining to the rejected Deliverables.

Support

We will support and maintain any Deliverables as long as the warranty set forth below remains in effect for such Deliverables. Thereafter, We will not support any Deliverables unless We have otherwise agreed to provide such maintenance and support in a separate agreement.

License

Upon final payment, You shall have a fully paid-up, non-transferable, license to use, copy, and modify for internal business purposes only, any Deliverables developed jointly by the Parties or individually by Us and delivered to You.

This license clause may be superseded by the Software Subscription Agreement when Deliverables are part of or integrated with licensed Software.

Custom Development

“Custom Development” means code written by Us for You pursuant to an Service Order Document, that extends the core functionality and/or the physical appearance of the Service. This may encompass items such as, but not limited to, themes, form validation, complex data transformations, custom fields, plugins, dashboard customization, and general interaction with the Service API.

AFTER EXPIRATION OF THE CUSTOM DEVELOPMENT WARRANTY PERIOD, WE DO NOT PROVIDE ANY FURTHER WARRANTY OR INDEMNIFICATION, OR ASSUME OR ACCEPT LIABILITY OF ANY KIND, FOR ANY ERRORS, DIMINISHED FUNCTIONALITY, SERVICE AVAILABILITY, DATA PROCESSING REPRESENTATIONS, LOSS OR CONTAMINATION OF DATA, OR OTHER TYPE OF DAMAGE(S) OR COSTS, ARISING FROM OR AS A RESULT OF ANY CUSTOM DEVELOPMENT.

General Provisions Applicable to All Services

Use of Artificial Intelligence, Large Language Models and Note-Taking Applications

Use of artificial intelligence, large language models and note-taking applications for any sessions is prohibited unless otherwise agreed in writing.

Neither video nor audio recording of any part of deployment is permitted, unless specifically agreed in writing. When agreed in writing the following terms will apply:

- Recording is not available for general publicly offered training.
- On-Premise training may not be recorded.
- We will record the session using Our preferred technology.
- We will provide You with a link to access the recording.
- Access to the recording will be for a period of no longer than three (3) months unless otherwise agreed to in writing.

Forecasts

Any statements made about the results of the Services and all surveys, forecasts, recommendations and opinions (together "Forecasts") in any proposal, report, letter or presentation are made in good faith and on the basis of the information before Us at the time. As fulfillment depends on a number of factors outside Our control including Your cooperation and that of any third party engaged by You, Forecasts are not held out to be, and will not be taken to be, in any circumstances, a representation, undertaking or warranty (express or implied) of achievable results. Further, no third party engaged with Us has any authority to make or give any representation or warranty in relation to the Services to be provided.

Commercial Advice

Should the Services require the supervision of third parties and/or the giving of commercial advice in relation to any third party engaged by You, including without limitation, Your suppliers, patent agents or other advisors, We strongly recommend that You obtain independent advice before entering any legally binding commitment. We accept no liability in respect of any loss or damage arising as a result of Your failure to act upon this recommendation. We will under no circumstances be liable for the acts or omissions of any third party, including without limitation, Your suppliers, patent agents, legal or other advisors, or for the performance of any contract entered into between Yourselves and a third party. Further, We make no representation or warranty as to third party software, equipment or services which we recommend to You, all of which is recommended to You as is. You agree to look solely to the warranties and remedies provided by any such third party contracted by You.

Warranty

General Warranties. Each Party represents and warrants to the other than it has the full power, right and authority to enter into and carry out its obligations under these Terms. We represent and warrant that We have obtained all appropriate licenses for any third-party software that may be distributed with or included in the Software or Client Software.

We warrant that any Deliverables will, upon delivery and thereafter for a period of thirty (30) days after acceptance, perform substantially in accordance with the Specifications in the Service Order Document, applicable to such Deliverables, provided the Deliverables are operating with the most current, or the next successive, release of the applicable Software. We make no warranty that the Deliverables will operate error free or will meet Your requirements. If We are unable, after repeated attempts, to make the Deliverables operate with the current release of Our Software, Your sole, exclusive, and maximum remedy shall be the return to You of Fees paid to Us for the specific Services related to the breach.

WE MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE CONSULTING SERVICES OR ANY DELIVERABLES OTHER THAN AS EXPRESSLY SET FORTH HEREIN. WE DISCLAIM AND EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, RELATING TO THE CONSULTING SERVICES AND ANY DELIVERABLES.

License; Ownership

All intellectual property rights in the deliverables, and related Services shall be Our exclusive property.

Change Orders

If You desire a change to any of these Terms or any Service Order Document, upon mutual agreement of the Parties, the Parties may execute a Change Order in the form of a revised Service Order Document or other written agreement. If any Change Order necessitates a change to the cost, the time required, performance, or schedule of the Services, the appropriate modifications will be reflected in the written agreement.

Termination

Termination of Services for any reason will not relieve You of liability for all fees described in the Service Order Document or Order and any expenses incurred.

If You breach any of Your obligations under these Terms or the Agreement in any material respect, then, in addition to Our right to terminate the Agreement and any other rights and remedies that We may have, We may suspend performance of all Services until the default is cured.

If You do not start the project within twelve (12) months after the Service Order Document Effective Date or Order acceptance date, then the Services may be deemed null and void. Any money paid in that twelve (12) month period will be forfeited by You.

Independent Contractors

The Parties are acting as independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other Party’s behalf without the other Party’s prior written consent.