

## Service Schedule - Professional Services

Last updated on 30 June 2022

1. **About this Service Schedule**
  - 1.1. This Service Schedule applies where an Application Form that you and we execute expressly provides for our supply of one or more of the following professional services to you (collectively, the **Professional Services**):
    - (a) Project Scoping Services;
    - (b) Project Services;
    - (c) Ad Hoc Consulting Services;
    - (d) Implementation Services; and
    - (e) Training Services.
  - 1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement.
  - 1.3. In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.
2. **Fees**
  - 2.1. Except where we agree to provide Professional Services for a fixed fee or a recurring fixed fee:
    - (a) the Application Form will set out a specified number of hours for our provision of Professional Services to you. Once you have used the specified number of hours set out in the Application Form, your engagement of our Professional Services shall be deemed to have come to an end until you buy further blocks of time (each, a **Block of Time**); and
    - (b) if you require our Personnel to work in the evenings, weekends or public holidays and depending on the availability of Personnel, we can only work further Blocks of Time at our after-hours rates. For clarity, after-hours work is any work done outside of Business Hours on Business Days.
  - 2.2. You will be responsible for all costs and expenses of our Personnel for any onsite attendance and for interstate travel with respect to accommodation, meals and transport (collectively, **Additional Expenses**). You must reimburse us for all Additional Expenses that we incur within 7 days of the date of any invoice we issue to you for Additional Expenses.
3. **Project Scoping Services**
  - 3.1. If "*Project Scoping Services*" is specified in an Application Form:
    - (a) we will carry out a detailed analysis, investigation and evaluation of the components of your information technology environment and enterprise infrastructure specified in the Application Form;
    - (b) we will carry out all work, analysis and evaluation as reasonably required in order for us to deliver a report to you outlining our recommendations as to the products and services that we consider will meet your objectives specified in the Application Form (**Project Scoping Report**);
    - (c) you must make all resources, equipment, data and Personnel available to us that we reasonably require in order to prepare the Project Scoping Report; and
    - (d) we will deliver the Project Scoping Report to you.
  - 3.2. The Project Scoping Services do not include implementation of any recommendations or the provision, implementation, licensing or supply of any products and services (nor the associated planning that will be required for the implementation) specified in the Project Scoping Report; all such products, work and services will be subject to the negotiation of separate Application Forms.
  - 3.3. Any quotations or pricing included in the Project Scoping Report are estimates only and are not binding on us unless specified otherwise.
4. **Project Services**
  - 4.1. If "Project Services" is specified in an Application Form, we will provide the Project Services in accordance with any requirements set out in the Application Form.
  - 4.2. The Project Services are limited to the professional services set out in the Application Form expressly specified to be project services and will be provided for a fixed price or on a time and materials basis as set out in the Application Form.
5. **Ad Hoc Consulting Services**

If "*Ad Hoc Consulting Services*" is specified in an Application Form, we will provide the Consulting Services in accordance with any requirements set out in the Application Form and will be provided for a fixed price or on a time and materials basis as set out in the Application Form.
6. **Implementation Services**
  - 6.1. If "*Implementation Services*" is specified in an Application Form we will implement, setup and configure the products and services specified in the Application Form (**Implementation Services**) in accordance with the technical requirements, dates, activities and responsibilities specified in the Application Form (**Implementation Workplan**).
  - 6.2. In the course of carrying out the Implementation Services, we will:
    - (a) monitor the implementation activities performed by any of our Third Party Providers; and
    - (b) notify you of any Third Party Provider's failure to perform its duties and obligations that comes to our attention.
  - 6.3. If any products fail to pass the acceptance tests specified in the applicable Implementation Workplan (**Implementation Tests**) and we can demonstrate that the reason for the failure or non-compliance with the applicable Implementation Tests was caused by an issue or defect in Your Equipment or an issue, incompatibility or defect in or with your technical environment not caused by us or outside of our control, then:
    - (a) you must promptly (within 7 days or as otherwise set out in the Implementation Workplan) correct or procure the correction of the relevant issue or defect and we will re-test the relevant products and services in accordance with the Implementation Workplan and Implementation Test; and
    - (b) if you fail to correct or procure the correction of the relevant issue within the 7 day period referred to in clause 6.3(a), the relevant products and services will be deemed to be accepted notwithstanding the issue or defect.
  - 6.4. If any products or services fail to pass the Implementation Tests in accordance with the Implementation Workplan due to our breach of the Implementation Workplan and you issue a written notice to us requiring us to rectify the non-compliance within 30 days of the completion of the failed Implementation Tests, we will promptly re-configure the relevant products or services in order to rectify the non-compliance.
7. **Training Services**
  - 7.1. If "*Training Services*" is specified in an Application Form, we will train your Personnel specified in the Application Form on the allocated number of days set out in the Application Form at mutually agreed times on the products and services that we expressly agree to train you on as set out in the Application Form (**Training Services**). The Training Services shall be delivered online unless otherwise agreed.
  - 7.2. If the Training Services are carried out in person at your premises, you will be responsible for all costs and expenses of our Personnel in connection with travel to and attendance at the training (**Training Expenses**). You must reimburse us for all Training Expenses that we incur within 28 days of the date of any invoice that we issue to you for the Training Expenses.