



Service Schedule – Professional Services

1. About this Service Schedule

1.1. This Service Schedule applies where a Quotation 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) Consulting Services;
- (d) Implementation Services;
- (e) Data Migration Services;
- (f) Training Services.

1.2. This Service Schedule must be read in conjunction with our Terms of Service, as applicable, and the other documents that comprise the Agreement. 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, as applicable.

2. Fees

2.1. In relation to the Fees for Professional Services:

- (a) where the Quotation sets 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 Quotation, 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, you agree to pay our then current 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 a Quotation:

- (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 Quotation;
- (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 Quotation (**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 Quotations.

3.3. Any quotations or pricing included in the Project Scoping Report are estimates only and are not binding on us unless specified otherwise.

3.4. You agree that we are not liable for any failure by you to follow any of the recommendations made by us in the Project Scoping Report.

4. Project Services

4.1. If "Project Services" is specified in a Quotation, we will provide the Project Services in accordance with any requirements set out in the Quotation.

4.2. The Project Services are limited to the professional services described in the Quotation expressly as "Project Services" and will be provided for a fixed price or on a time and materials basis as set out in the Quotation.

5. Consulting Services

5.1. If "*Consulting Services*" is specified in a Quotation, we will provide the Consulting Services in accordance with any requirements set out in the Quotation.

5.2. The Consulting Services are limited to the professional services described in the Quotation expressly as "Consulting Services" and will be provided for a fixed price or on a time and materials basis as set out in the Quotation.

6. Implementation Services

6.1. If "*Implementation Services*" is specified in a Quotation we will implement, setup and configure the applicable products and services specified in the Quotation as covered by those implementation, setup and configuration services (together, **Implementation Services**) in accordance with the technical requirements, dates, activities and responsibilities specified in the Quotation (**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.

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 applicable Ordered Products and Services will be deemed to be accepted by you notwithstanding the issue or defect.

6.4. If any Ordered Products and 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 7 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. Data Migration Services

7.1. This clause 7 will only apply if "*Data Migration Services*" is specified in a Quotation.

7.2. The Data Migration Services are limited to the following tasks:

- (a) the development of a data migration and deployment strategy (**Migration Plan**) for the migration of data from the database specified in the Quotation (**Legacy Data**) to a target database (**Target Database**);
- (b) extracting the Legacy Data;

- (c) converting the Legacy Data into a format suitable for the target database specified in the Migration Plan (**Converted Data**); and
 - (d) importing the Converted Data into the target database,
- as specified in the Quotation.

- 7.3. You must comply with your obligations with respect to data migration as set out in the Quotation (including, by ensuring the integrity of the data, de-duplication of the data, assisting us with data extraction and providing data translation maps, where required by us).
- 7.4. We will use reasonable endeavors to ensure that the Converted Data is successfully integrated and compatible with the Target Database, but will not be liable for any incompatibility caused by any modification of your technical environment, the target database or your systems that we have not approved in writing.
- 7.5. You represent and warrant that you have the right to engage us to transfer any Legacy Data (whether in the form of Converted Data or otherwise) to the Target Database and that the transfer and conversion will comply with Applicable Law.
- 7.6. We are not liable for any failure to carry out Data Migration Services where caused by you or your Personnel's breach of the Migration Plan or any provision of this clause 7.
- 7.7. For the avoidance of doubt, we have no obligation to encrypt any Legacy Data or Converted Data nor provide access review or data loss prevention services as part of the Data Migration Services.

8. Training Services

- 8.1. If "*Training Services*" is specified in a Quotation, we will train your Personnel specified in the Quotation on the allocated number of days set out in the Quotation at mutually agreed times (**Training Services**). The Training Services shall be delivered online unless otherwise agreed.
- 8.2. 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.