

PROFESSIONAL SERVICES ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between Our Group entity listed on the Order Form (“**We/Us**”) and the customer identified in the signature block in the Order Form (“**You/Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date of the relevant Order Form. Capitalized terms that are not otherwise defined in this Attachment shall have the meanings set forth in the Master Agreement. The parties agree to the following:

1. PROFESSIONAL SERVICES

1.1 Work Authorizations/Statements of Work. We will perform the mutually agreed upon services described in one or more Order Form(s) as the parties may agree to in writing from time to time. Each Order Form, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Attachment, in the event of a conflict between the terms of this Attachment and the terms of a Order Form, the terms of the Order Form shall prevail.

1.2 Change Orders. Either party may propose a change order to add to or change the work ordered in the Order Form. Each change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to Us, due to the change. Once executed by both parties, a change order shall become a part of the Order Form.

1.3 Costs. Professional Services may be provided on a time and materials (“**T&M**”) basis at Our T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in the Order Form. You are responsible for paying Us for Our reasonable expenses in addition to the services rates. On a T&M engagement, if an estimated total amount is stated in the applicable Order Form, that amount is solely a good-faith estimate for Your budgeting and Our resource scheduling purposes and not a guarantee that the work will be completed for that amount. Fees are based on Professional Services provided during Our normal business hours (excluding public holidays), as We may modify upon notice to You. Professional Services We provide outside of Our normal business hours will be subject to a premium service charge. Hours of Services purchased must be used within and prices quoted are valid for one year unless otherwise noted in writing on the Order Form. Hours that are not used within one year or have expired are non-refundable.

Cancellation charges are applied to service days booked and then subsequently cancelled by You, based on the following table of charges:

Notice Period	Charges
14 working days or more prior notice	NIL
8 to 13 working days prior notice	25%
5 to 7 working days prior notice	50%
Less than 5 working days prior notice	100%

If We have incurred any expenses including travel, then these will be charged in full to You if they cannot be rearranged.

Where at Your request We perform Professional Services outside normal working hours the following day rates will apply:

Services performed between 6pm and 9am Monday to Friday excluding Public Holidays – 150% of the normal day rate.

Services performed on Public Holidays or between 6am Saturday and 9am Monday – 200% of the normal day rate.

1.4 Delays/Costs Overruns. In the event of any delay in the performance of any of Your obligations set forth herein or any other delays caused by You, the milestones, fees and date(s) set forth in the Order Form shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be invoiced by Us.

1.6 Training. We require that You purchase training hours based upon Our recommendation. Support Services may not be used as a substitute for training.

1.7 Custom Modifications/Development. You can request that We undertake development work to create Custom Modifications to Our Software, provided that We have the sole discretion whether to undertake such work. Such Custom Modifications cannot be guaranteed to become part of Our Software in the future.

Any Custom Modification or alteration to Our Software including, but not limited to, Interfaces, must be maintained and supported as part of the Support commitments you agreed under the Software License and Support Attachment. The applicable fee for Support of Custom Modifications in the first year is specified in the Order Form. Such Support for Custom Modifications will only be provided so long as the version of Our Software for which it was originally supplied remains supported by us. We reserve the right to impose additional charges to enable Custom Modifications commissioned by you to work against Updates to Our Software. Should Custom Modifications commissioned by you be included as standard functionality in a later release of Our Software, at Our sole discretion, You will not need to renew any Support for the Custom Modification following the installation of the Update, in a live environment, that incorporates such modifications as standard functionality. No refund of the initial development costs or of Support service fees will be made.

Nothing contained in this clause shall oblige Us to make, develop or produce any specific Update, upgrade, release, option or future product for You or any third party.

2. PROJECT MANAGEMENT

2.1 Responsibility. We shall be responsible for securing, managing, scheduling, coordinating and supervising Our personnel, including Our subcontractors, in performing the Professional Services.

2.2 Cooperation. You shall provide Us with good-faith cooperation and access to such information, facilities, personnel and equipment as We may reasonably require in order to provide the Professional Services, including, but not limited to, providing security access, information and Your personnel. In addition, certain roles and/or responsibilities specific for the delivery of Professional Services may be allocated to You from time to time by agreement and set out in an Order Form. You acknowledge and agree that Our performance is dependent upon the timely and effective satisfaction of Your responsibilities whether stated hereunder or in an Order Form, and timely decisions and approvals by You in connection with the Professional Services. We shall be entitled to rely on all Your decisions and approvals.

2.3 Remote Access. You shall ensure that Our assigned technical personnel are able to access the Your system remotely. You shall be responsible for providing access through any security measures You deem necessary. We at Our discretion shall decide whether access to the system is sufficient for installation purposes.

3. LICENSE

3.1 Custom Modifications. Where any Professional Services include development of Custom Modifications, We grant You, upon full payment of the applicable fees and charges, and on the terms of the Software License and Support Attachment and the Master Agreement (including the restrictions set forth in clause 5.2 thereof), a license to use such Custom Modifications. Support fees shall also apply, as set out herein and in the Software License and Support Attachment.

3.2 License by You. You shall obtain all necessary consents from third party licensors and You grant to Us a non-exclusive, non-transferable royalty-free license (including the right to sub-license to Our sub-contractors) to use such property and equipment of Yours or Your suppliers that are necessary to Our performance of the Professional Services.

4. TERMINATION. This Attachment may be terminated in accordance with clause 8 of the Master Agreement. Upon termination for any reason, all work product, including all drafts and works in progress of deliverables shall be delivered to You. Upon Our receipt of a notice of termination, We shall cease and shall cause any agent or subcontractor to cease all work under, the applicable Order Form and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by You. Except as may be expressly set forth in the applicable Order Form, You shall pay Us fees for Services performed to the date of termination on a T&M basis together with any

expenses reasonably incurred in connection therewith. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

5. WARRANTIES AND DISCLAIMERS. Without prejudice to the disclaimers contained in the Master Agreement, We warrant that We will perform the services using reasonable skill and care. Your sole and exclusive remedy for breach of the above warranty shall be Our obligation to re-perform the applicable service.