

Schedule 1 Professional Services

1 Service Description

- 1.1 Unless expressly stated otherwise on a Service Order, all Professional Services will be performed on a time and materials basis under your direction and control. The details of the Professional Services to be performed and the Fees shall be set out on the Service Order.
- 1.2 We will provide the Professional Services with due skill and care.
- 1.3 We will use our best efforts to provide the Professional Services in accordance with any time frame set out on the Service Order, or if no time frame is set out on the Service Order, in a time frame that is reasonable.
- 1.4 If the Professional Services result in the provision of any Deliverable then you must, within 7 days of the Deliverable being provided to you (**Test Period**), thoroughly review and test the Deliverable to satisfy yourself that it has been created in accordance with our obligations under the Service Agreement, including that the Deliverable fulfils the purpose or outcome that you properly and reasonably require.
- 1.5 By the end of the Test Period you must either:
 - (a) confirm to us in writing that the Deliverable has been created in accordance with our obligations under the Service Agreement, including that the Deliverable fulfils the purpose or outcome that you properly and reasonably require; or
 - (b) provide us with a list of defects stating the nature of each defect, how each defect breaches the obligations under the Service Agreement, and the impact of the failure on your productive use of the Deliverable. We must then promptly remedy the defects and re-submit the Deliverable for further review and testing.

2 Exclusions from Scope

- 2.1 Unless expressly stated on the Service Order, the Professional Services do not include providing any services related to:
 - (a) backup of any Customer Data;
 - (b) disaster recovery;
 - (c) anti virus or other protection;
 - (d) security.

3 Service Period, Renewal and Termination

Service Period and Renewal

- 3.1 The Professional Service shall commence within 5 Business Days of the date that the Service Order is signed, unless stated otherwise on the Service Order.
- 3.2 We may agree to extend the Professional Service by agreeing a Variation.

Termination for Convenience

- 3.3 You may terminate the Professional Service for convenience by giving us 14 days Written Notice. If this occurs then you must pay for all the work that we have done, and were planning to do, up to the last day of the Service Agreement.

4 Pricing and Fees

Fixed Price Based Fees

- 4.1 If it expressly states on the Service Order that our Professional Service are provided as a Fixed Fee Service, then:
 - (a) you must pay the Fees set out on the Service Order at the payment milestones on the Service Order. If no payment milestones are set out on the Service Order then you must pay on demand after we have performed

the Professional Service. In addition to the Fixed Fee you must also pay any expenses that we incur in performing the Professional Services;

- (b) we are entitled to vary our Fixed Fee and/or have a reasonable extension of time where we need to perform additional Professional Service because:
 - (i) you request additional services;
 - (ii) any assumption set out on the Service Order turns out not to be true or accurate;
 - (iii) you have not met your obligations under the Service Agreement;
 - (iv) the act or omission of any third party;
 - (v) a Force Majeure Event.

We will document any such changes and the Fees associated with the change using a Variation. You must not unreasonably refuse to agree to any Variation based on the circumstances in this clause.

Time and Materials Based Fees

- 4.2 Unless it expressly states on the Service Order that the Professional Service are provided as a Fixed Fee Service then we provide our Professional Services on a time and materials basis. In this case:
 - (a) we will charge you for all time we spend performing the Professional Services at the Time and Material Rates, plus any expenses that we incur in performing the Professional Services.
 - (b) you must pay us for the actual time we spend performing the Professional Services whether it is more than or less than any estimate that we have provided. We will advise you prior to any Fee estimate being exceeded and meet with you to discuss how you would like to proceed;
 - (c) we may request that you sign our consultant's time sheets and expense claim forms. If you sign the time sheet and/or the expense claim form this signifies your acceptance of the Professional Services that were performed during the time set out on the time sheet, and that the expenses will be paid by Customer;
 - (d) if you dispute any time or expense, or believe that the Professional Services or Deliverables were not provided in accordance with the Service Agreement, then you must promptly provide our project manager with written details of the issue and any other details as may be reasonably requested;
 - (e) we may vary our Fees no more than every 6 months, by giving you at least 30 days written notice of the new rates.

Expenses

- 4.3 You must pay all our expenses incurred in providing the Professional Service in accordance with our then current expenses policy.

Overtime

- 4.4 Any work that is performed outside of our normal business hours, including on evenings, weekends and public holidays, will be charged at our then current overtime Professional Service Rates.