

INTEGRATION TERMS

Capitalised terms used in these Integration Terms not otherwise defined have the meaning given in the applicable Order Form or the Agreement.

1. INTEGRATION TERMS

1.1 **Functional Specification** | Cutover will provide Customer with the relevant Integration specified in the applicable Order Form, materially in accordance with the Scope Document (as defined below), in connection with the Cutover Instance subject to these Integration Terms.

1.2 **Integration Scope Document** | Promptly following the Effective Date, Cutover will prepare a statement of work or scope document for each Integration (each, a **"Scope Document"**). The Scope Document will include an outline of the project requirements, the scope of work, proposed timeline, applicable limitations, assumptions and dependencies. The Scope Document will be based on the 'Integration Use Cases' stated in Cutover's proposal to the Customer regarding the Integration (**"Integration Proposal"**). Upon delivery of the Scope Document to Customer, Customer shall have ten (10) calendar days following receipt of the Scope Document (**"review period"**) to review and provide written feedback on it. If the Customer provides written feedback within the review period and Cutover agrees to change the Scope Document as a result, the Scope Document shall be re-submitted to the Customer and the review period will apply. If the Customer does not provide written feedback within the review period, the Scope Document shall automatically be deemed agreed upon. The agreed Scope Document shall form part of the applicable Order Form.

1.4 **Maintenance** | Subject to the other provisions of these Integration Terms and payment by the Customer of the annual maintenance Charges set forth in the applicable Order Form, purchased Cutover-built Integrations will be maintained by Cutover to the standard delivered in accordance with the finalised Scope Document for the Order Form Term (**"Integration Maintenance"**). If changes are made to the relevant Third Party Application, the Customer's infrastructure, technical architecture, Integration Use Cases, or other changes (other than changes to the Cutover Instance) which require changes to the Integration as delivered, Cutover will provide Customer with a proposal of the Professional Services work required, including (if applicable) the additional Charges that will be incurred for such work and a revised Scope Document. Should the Customer wish to proceed with the changes to the Integration, a separate Order Form must be agreed between the Parties.

1.6 **Performance of the Subscription Service** | Cutover shall not be responsible for any loss of functionality and/or performance of the Services if and to the extent any loss of functionality and/or performance is caused by the applicable Third Party Application (including any modifications to the applicable Third Party Application).

1.7 **Implementation Timeline** | Cutover will use reasonable commercial endeavours to deliver the Integrations in accordance with the timeline set out in the relevant Scope Document, subject to the assumptions and dependencies set out therein. If delivery is delayed at the request of, or because of the acts or omissions of Customer, its Users or other representatives (including in relation to the assumptions or dependencies), the timeline set forth in the Scope Document shall be automatically deemed to have been amended to take account of such delay.

1.8 **Failure to Deliver** | If Cutover is unable to deliver a purchased Integration, other than due to (i) any act or omission of the Customer or its Users, (ii) any assumptions being incorrect or dependencies not being met, or (iii) any action, omission, change or restriction imposed by a Third Party Application provider that renders the Integration unavailable or no longer technically or commercially viable, Cutover shall notify the Customer and promptly provide a refund of all pre-paid and unused Charges relating directly to the relevant Integration. The Charges payable for the remainder of the applicable Order Form Term shall then be automatically adjusted to remove the proportionate cost of the relevant Integration.

1.9 **Ancillary Software** | If specified in a Scope Document, Customer will facilitate the installation of any required Ancillary Software in connection with the relevant Integration, which may include (without limitation) Cutover Connect™. Additional Charges may apply to the provision of Ancillary Software as stated in the Order Form.