

PROFESSIONAL SERVICE TERMS

Capitalised terms used in this Exhibit not otherwise defined have the meaning given in the applicable Order Form or the Agreement.

1. PROSERVE TERMS

- 1.1 **Professional Services** | Cutover shall provide certain Professional Services in connection with the enablement and adoption of the Services, as expressly set forth herein.
- 1.3 **Consumption Drawdown Blocks** | Professional Service Days shall be utilised in minimum blocks of ten (10) days, unless otherwise set out in the applicable Order Form. Each request for Professional Services will result in the drawdown of a minimum of a full ten-day block, regardless of actual days used within that period.
- 1.4 **Notice Period for Professional Services** | To request Professional Services, Customer must provide Cutover with at least two (2) weeks' written notice (or more if possible). Upon receiving this request, Cutover will formally respond within five (5) business days, making reasonable efforts within resource constraints to provide the requested Professional Services.
- 1.5 **Expiry Terms** | Professional Service Days may be utilised at any time during the Order Form Term,. However, any unused Professional Service Days remaining at the end of the Order Form Term shall be forfeited and will not be available for future use, unless agreed in writing by Cutover.
- 1.6 **Scope Document** | If the requested Professional Services are to deliver a specific piece of work or project, Cutover shall prepare a Scope Document ("**Scope Document**") outlining the scope of services, deliverables and objectives comprising the requested Professional Services. 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.
- 1.7 **Billing for Discovery and Scope Document Creation** | Notwithstanding Clause 1.3, and where applicable the discovery phase and creation of the Scope Document will consume the Professional Service Days listed in the Order Form, as these are considered part of the Professional Services.
- 1.8 **Exclusions** | Unless stated in the Order Form or otherwise agreed in writing between the Parties, the following are excluded from the Professional Services: (i) any actions, documentation, and/or deliverables not clearly defined in this Exhibit; (ii) any and all Professional Services not clearly defined in this Exhibit; and (iv) development related to the enhancement or modification of Cutover's core feature functionality.
- 1.9 **Change Requests** | Customer shall be required to submit a written change request to the Cutover Delivery Partner via email with a copy to contract.notices@cutover.com. Upon receipt of a change request, Cutover may pause the delivery of the Professional Services while the impact of the change request is assessed. Cutover will provide an impact assessment to the Customer of the requested change, which may include modifications to the Professional Services, delivery and/or completion timeframes, and/or additional Charges. Customer may revoke its change request following Cutover's provision of the impact assessment i, provided, however, that no changes to the Scope Document will be binding without the written consent of both Parties and Customer shall not then be able to revoke its change request following such written consent.
- 1.11 **Definitions** | As used in this Exhibit, the following terms have the meanings given:
Professional Services means Cutover's consulting and advisory services, including, as applicable, the provision of advice, guidance, best practices, and documentation, to assist Customer's implementation, adoption and use of the Services, including, as applicable and without limitation, Integrations, Self-Serve Integrations, and Cutover Connect.