

PROFESSIONAL SERVICES SCHEDULE



This Product Schedule contains further terms regarding Professional Services for complex projects that apply in addition to the General Terms and forms part of the Master Services Agreement between Spirit and the Customer. Defined terms in the General Terms have the same meaning in this Product Schedule unless expressed to the contrary.

1. Project Acceptance Process

Where undefined in the SOW, the following project acceptance process will apply.

- (i) Spirit will deliver the project deliverables (Deliverables) and milestones (Milestones) set out in the SOW. No later than five (5) Business Days following completion of each Milestone or Deliverable, Spirit will issue Customer a Deliverables Acceptance and Completion Notice.
- (ii) The Customer has three (3) Business Days to provide written acceptance or rejection of the Deliverable or Milestone. If Spirit does not receive any written notification from the Customer following the issuing of the Deliverables Acceptance and Completion Notice, then the Deliverable or Milestone is deemed accepted by the Customer.
- (iii) Multiple Milestone Projects – Spirit has a right to commence project Milestones which do not have a technical dependence upon any Milestones submitted to the Customer for acceptance.

2. Delays

- (a) Where Spirit is providing Professional Services to the Customer, and there is a delay (**Delay**) in the delivery of a project caused by an act or omission of the Customer, or an employee or representative of the Customer, a third party or a Force Majeure Event, then Spirit may submit a change request for an extension of time to perform its obligations under the SOW, including a new estimated date of delivery. The Customer will not unreasonably withhold its acceptance to the change request.
- (b) If Spirit incurs any unreasonable costs due to a Delay caused by the Customer, then the Customer agrees to pay for these costs. Costs incurred by Spirit due to a Customer Delay may include, but are not limited to, increased labour costs including third party resources hired specifically for the project, and ramp up and ramp down costs. If Spirit wishes to request payment of costs due to a Customer Delay, it must issue a written claim (**Claim**) to the Customer, before submitting an invoice. The Claim must include:
 - (i) description of the Delay caused by the Customer, including dates;
 - (ii) the costs incurred by Spirit resulting from the Delay;
 - (iii) reasons why the costs are unreasonable.
- (c) The Customer acknowledges that the subscription term for any vendor Product is fixed, as at the date of purchase. When a project completion date is extended due to a Delay, the Customer acknowledges and understands the end date for the vendor Product subscription term remains unchanged.

3. Changes to the Project

Scope changes requested during in-flight projects, shall be in accordance with the Project Change Request Process (defined in Attachment A to this Schedule).

4. Provision of Professional Services

Professional Services are provided on a 'time and materials' (T&M) basis and are not subject to service level guarantees – all work is performed on a 'best efforts' basis, and there are no guaranteed response times.

5. Termination of Project

Either Party may terminate the Statement of Work (SOW) by providing:

- (a) The termination notice period defined in the SOW; or
- (b) As mutually agreed in writing by the Parties

6. Customer's Obligations on Termination of SOW

The Customer agrees to pay the Cancellation Fee, when:

- (a) The Customer terminates the SOW in accordance with clause 5 of this Schedule; or
- (b) Spirit terminates the SOW, because the Customer has failed to meet its obligations under the SOW or this Agreement.
- (c) Spirit terminates the SOW, because the Customer fails to take Spirits reasonable recommendations regarding required changes to improve the security, effectiveness or operation of the Customers IT environment.

If not described in the SOW, the Cancellation Fee is as defined in this Product Schedule.

7. Customer's Obligations on Termination of Product Schedule or Agreement

On giving or receiving notice of termination of this Product Schedule or the Agreement the Customer must, if clause 13.1(c) of the General Terms applies, immediately pay Spirit the Cancellation Fee.

8. Spirit Professional Services Resources and Rates

Details of Spirit IT Support Resources assigned to Professional Services, and associated rates are available in the Time and Materials Services Schedule. The category of IT Support resources assigned to a project, depends on the nature and complexity of the requested work. Additional Charges may apply if requested work involves travel and accommodation for the Spirit IT Support Resource.

9. Definitions

Deliverables Acceptance and Completion Notice has the meaning in clause 1, and is the form as agreed by the Parties.

IT Support Resource means the Spirit resource assigned to perform the Professional Services, as described in Professional Services Schedule.

Project means a set of tasks performed by Spirit Professional Services, and where necessary the Customer, to deliver an agreed outcome, as defined in the Statement of Work.

Project Services means those Services described under the Statement of Work.

Statement of Work or SOW means the document which details an overview of the Project scope, and specific Project related terms, agreed to by the Parties.

Cancellation Fee means:

- (i) an amount calculated as 100% of any Professional Services which have been incurred and remain unbilled. If Professional Services are amortised over the Term, all such Charges become due in the event of termination of a SOW, this Product Schedule or the Agreement during the Term; or
- (ii) An amount as defined in the SOW.

All other defined terms have the meanings as described in the General Terms of the Master Services Agreement.

ATTACHMENT A

Project Change Management Process

1. Project Change Request

During a Project either Party may seek to change the terms of the SOW, by raising a Project Change Request.

The Project Change Request (PCR) must define:

- (i) The requested change
- (ii) Reason for the change
- (iii) Requested business outcome of the change
- (iv) Anticipated commercial impact (if applicable)
- (v) If the change is critical to the continuation of the Project (for Spirit initiated PCR)

2. Responding to a Project Change Request

Within five (5) Business Days of receiving a Customer-initiated PCR, Spirit will advise the Customer:

- (i) If the PCR is viable and can proceed
- (ii) Cost and commercial impact of the requested change
- (iii) If the PCR is reasonably rejected, and the reasons for rejection

Project Changes may only proceed, when approved by authorised representatives from both Parties.

3. Nil Charge Approved Project Changes

Where Spirit confirms the Project Change attracts no Charges, then:

- (i) Spirit will provide the Customer with a Project Change, describing the scope of work
- (ii) Where there is no material impact to the scope, then Spirit will notify the Customer of the change as soon as practically possible

4. Other Project Changes

A Quote for a billable Project Change, will be issued to the Customer within five (5) Business Days, of the Parties approving the PCR.

The Customer will advise Spirit within the quote validity period, whether or not to proceed with the Project Change (in the form of a new Order). If the quote is rejected, then Spirit will continue to perform the Services as described in the current version of the SOW.

Where Spirit has recommended a material change which if not implemented will affect the security, effectiveness or operation of the Customers' IT solution, or SOW Deliverables, and the Customer does not approve the change (or communicate acceptance of this change), then Spirit at its discretion may temporarily suspend the SOW, or if required terminate the SOW.

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