



Service Schedule – Professional Services

Last updated on 01 November 2024

1. About this Service Schedule

1.1. This Service Schedule only applies in respect of a Quotation that expressly provides for our supply of one or more of the following professional services to you (collectively, the **Professional Services**):

- (a) Project Scoping and Solution Design Services;
- (b) Consulting Services;
- (c) Implementation and Configuration Services;
- (d) Data Migration Services;
- (e) Project Management Services;
- (f) Testing Services;
- (g) Penetration Test Services;
- (h) Evaluation/Proof of Concept Services
- (i) Training Services.

1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement.

2. Fees

2.1. In relation to the Fees for Professional Services:

- (a) the Quotation will set out:
 - (i) a specified number of hours for our provision of Professional Services to you (**Fixed Hours Engagement**);
 - (ii) an estimated number of hours for our provision of Professional Services to you (**Estimated Hours Engagement**);
 - (iii) a specified number of hours for our provision of Professional Services to you each month during the Term (**Monthly Retainer**);
 - (iv) a fixed price for the supply of Professional Services (**Fixed Fee Engagement**); and/or
 - (v) our hourly rates for the provision of ad hoc professional services where we are requested to provide professional services on an ad hoc basis other than in respect of a Fixed Hours Engagement, Estimated Hours Engagement, Monthly Retainer or Fixed Fee Engagement (**Ad Hoc Engagement**).
- (b) in respect of any Fixed Hours Engagement or Monthly Retainer, once you have used the specified number of hours, your engagement of our Professional Services shall be deemed to have come to an end until you buy further blocks of time (each, a **Block of Time**);
- (c) in respect of any Estimated Hours Engagement, you must pay us on a time and materials basis for the actual hours that we spend supplying the relevant Professional Services;
- (d) if you require our Personnel to work in the evenings, weekends or public holidays and depending on the availability of Personnel, we can do so at your written request only at our after-hours rates. For clarity, after-hours work is any work done outside of Business Hours on Business Days.

2.2. In respect of any Monthly Retainer, any unused hours at the end of each month during the Term are forfeited.

2.3. In respect of any prepaid Block of Time, these may be utilised for a period of 12 months from the date the Block of Time is first used. Unless an additional Block of Time is purchased before the expiry of 12 months from the start date, any unused Block Time will automatically expire.

2.4. You will be responsible for all costs and expenses of our Personnel for any onsite attendance, and for interstate travel, with respect to accommodation, meals and transport (collectively, **Additional Expenses**). You must reimburse us for all Additional Expenses that we incur within seven (7) days of the date of any invoice we issue to you for Additional Expenses.

3. Project Scoping and Solution Design Services

3.1. If “*Project Scoping and Solution Design Services*” is specified in a Quotation:

- (a) we will carry out an analysis, investigation, and evaluation of the components of your information technology environment and enterprise infrastructure specified in the Quotation;
- (b) we will carry out all work, analysis and evaluation as reasonably required in order for us to deliver a report to you outlining our recommendations as to the products and services that we consider will meet your objectives specified in the Quotation (**Enterprise Architecture Report**);
- (c) you must make all resources, equipment, data and Personnel available to us that we reasonably require in order to prepare the Enterprise Architecture Report; and
- (d) we will deliver the Enterprise Architecture Report to you.

3.2. The Project Scoping Services do not include implementation of any recommendations or the provision, implementation, licensing or supply of any products and services (and the associated planning that will be required for the implementation) specified in the Enterprise Architecture Report; all such products, work and services will be subject to the negotiation of separate Agreements.

3.3. Any quotations or pricing included in the Enterprise Architecture Report are estimates only and are not binding on us, unless specified otherwise.

4. Consulting Services

If “*Consulting Services*” is specified in a Quotation, we will provide the Consulting Services in accordance with any requirements set out in the Quotation.

5. Implementation and Configuration Services

5.1. If “*Implementation and Configuration Services*” is specified in a Quotation we will implement and configure the products and services specified in the Quotation (**Implementation and Configuration Services**). Where specified in the Quotation, we will carry out the Implementation and Configuration Services in accordance with the technical requirements, dates, activities and responsibilities specified in an implementation plan attached to the Quotation or otherwise prepared by us (**Implementation Workplan**).

5.2. In the course of carrying out the Implementation and Configuration Services, we will:

- (a) monitor the implementation activities performed by any of our Third Party Providers; and
- (b) notify you of any Third Party Provider's failure to perform its duties and obligations that come to our attention.

5.3. If any products fail to pass the acceptance tests specified in the applicable Implementation Workplan (**Implementation Tests**), and we can demonstrate that the reason for the failure or non-compliance with the applicable Implementation Tests was caused by an issue or defect in Your Equipment or an issue, incompatibility or defect in or with your technical environment, then:

- (a) You must promptly (within seven (7) days or as otherwise set out in the Implementation Workplan) correct or procure the correction of the relevant issue or defect and we will re-test the relevant products and services in accordance with the Implementation Workplan and Implementation Tests; and
- (b) if you fail to correct or procure the correction of the relevant issue within the 7 day period referred to in clause 5.3(a), the products and services will be deemed to be accepted, notwithstanding the issue or defect.

5.4. If any products or services specified in the Quotation that will be setup and configured under our Implementation and Configuration Services fail to pass the

Implementation Tests in accordance with the Implementation Workplan due to our breach of the Implementation Workplan and you issue a written notice to us requiring us to rectify the non-compliance within thirty (30) days of the completion of the failed Implementation Tests, we will promptly re-configure the relevant products or services in order to rectify the non-compliance.

6. Data Migration Services

6.1. This clause 6 will only apply if “Data Migration Services” is specified in a Quotation.

6.2. The Data Migration Services are limited to the following tasks:

- (a) the development of a data migration and deployment strategy (**Migration Plan**) for the migration of data from the database specified in the Quotation (**Legacy Data**) to a target database (**Target Database**);
- (b) extracting the Legacy Data;
- (c) converting the Legacy Data into a format suitable for the target database specified in the Migration Plan (**Converted Data**); and
- (d) importing the Converted Data into the target database,

as specified in the Quotation.

6.3. You must comply with your obligations with respect to data migration as set out in the Quotation (including, by ensuring the integrity of the data, de-duplication of the data, assisting us with data extraction and providing data translation maps, where required by us).

6.4. We will use reasonable endeavors to ensure that the Converted Data is successfully integrated with and compatible with the Target Database, but will not be liable for any incompatibility caused by any modification of your technical environment, the target database or your systems that we have not approved in writing.

6.5. You represent and warrant that you have the right to engage us to transfer any Legacy Data (whether in the form of Converted Data or otherwise) to the Target Database and that the transfer and conversion will comply with Applicable Law.

6.6. We are not liable for any failure to carry out Data Migration Services caused by your or your Personnel’s breach of the Migration Plan or any provision of this clause 6 or for any corruption of the Legacy Data or Converted Data beyond our reasonable control.

7. Project Management Services

7.1. Where “Project Management Services” is specified in the Quotation, we will provide professional services using any agreed methodology, to manage the information technology project specified in the Quotation in accordance with the technical requirements, dates, activities and responsibilities specified in the Quotation or otherwise agreed by you and us (**Project Plan**).

7.2. We will provide you with regular updates on the progress of the project.

7.3. We will not be responsible for any non-performance of the Project Plan or failure of the project beyond our reasonable control.

8. Testing Services

8.1. Where “Testing Services” is specified in the Quotation, we will test the products, services, systems and processes specified in the Quotation or otherwise agreed by you and us in accordance with the acceptance test criteria specified in the Quotation or otherwise agreed by you and us (**Test Plan**).

8.2. You may observe the conduct of the tests but you have no obligation to do so.

8.3. We will provide you with the results of the tests promptly following their completion.

9. Penetration Test Services

9.1. Where “Penetration Testing Services” is specified in the Quotation, we will carry out penetration tests of the systems specified in the Quotation or otherwise agreed by you and us to determine if such systems are likely to

be susceptible to unauthorized access by third parties (**Penetration Tests**).

9.2. The Penetration Tests are to be carried out for evaluative purposes only and without any obligation or requirement for us to implement any modifications, upgrades or updates to the systems the subject of the Penetration Tests.

9.3. You must ensure that we are fully entitled to carry out the Penetration Tests. Without limiting the foregoing provisions, you must ensure that you have obtained all consents and licences necessary from the owners of the systems being subjected to the Penetration Tests for the Penetration Tests to proceed, including where applicable all terms and conditions set out at or referred to at <https://security-forms.azure.com/penetration-testing/terms> and/or <https://azure.microsoft.com/en-us/support/legal/>.

9.4. You and we agree that:

- (a) we will use our best endeavours to identify security breaches, threats and vulnerabilities on the systems being covered by the Penetration Tests (**Tested Systems**);
- (b) you acknowledge that no representation, warranty or guarantee has been provided that our Penetration Test Services will definitely be able to identify all types of security threats or vulnerabilities to the Tested Systems.

10. Evaluation/Proof of Concept Services

10.1. If “Evaluation/Proof of Concept Services” is specified in a Quotation, we will deploy a system specified in the Quotation solely for you to use to evaluate as a proof of concept (**Evaluation/Proof of Concept Services**).

10.2. You hereby expressly agree and acknowledge that the system is likely to be incomplete and will have numerous defects, bugs and errors. You agree that you will not hold us responsible for the consequences of any such incompleteness, defects, bugs and errors of any kind. To the extent permitted by law, we will not be liable for any loss or damage arising from the use or non-use of the system deployed as part of the Evaluation/Proof of Concept Services.

11. Training Services

11.1. If “Training Services” is specified in a Quotation, we will train your Personnel specified in the Quotation on the allocated number of days set out in the Quotation, at mutually agreed times (**Training Services**). The Training Services shall be delivered online unless otherwise agreed.

11.2. If the Training Services are carried out in person at your premises, you will be responsible for all costs and expenses of our Personnel in connection with travel to and attendance at the training (**Training Expenses**). You must reimburse us for all Training Expenses that we incur within twenty-eight (28) days of the date of any invoice that we issue to you for the Training Expenses.