

### **1. INTRODUCTION**

The Professional Services will be provided in accordance with the Agreement.

### **2. REQUIREMENTS FOR THE DELIVERY OF THE PROFESSIONAL SERVICES**

- 2.1. The Customer agrees to cooperate with Operati in good faith by providing:
  - (a) Operati and its Representatives with access to such information, facilities, personnel and equipment as reasonably required by Operati to perform the Professional Services, including, but not limited to, providing security access, information and personnel; and
  - (b) timely decision making, notification of relevant issues or information and granting of approvals, recognising that Operati's performance of the Professional Services is dependent upon the timely and effective satisfaction of Customer's responsibilities whether stated in the Order Form, this Schedule or in the Statement of Work . Operati shall be entitled to rely on all Customer decisions and approvals.
- 2.2. The Customer will ensure that Operati's assigned Representatives are able to access Customer's system remotely. The Customer shall be responsible for providing access through any security measures it deems necessary. Operati at its sole discretion shall decide whether access to the system is sufficient for installation purposes.
- 2.3. The Customer will purchase Training Support is required at Operati's time and materials rates as set out in the Order Form. The Customer acknowledges and agrees that Service Support shall not include training support.

### **3. DELIVERY OF THE PROFESSIONAL SERVICES**

- 3.1. Operati will deliver the Professional Services in all material respects as set out in the Order Form and/or the Statement of Work .
- 3.2. The Customer acknowledges and agrees that certain roles and/or responsibilities specific for the delivery of Professional Services may be allocated to the Customer from time to time by agreement and access to Operati Representatives shall be on a non-exclusive basis.

- 3.3. Operati Representatives will perform their duties through a combination of on-site and off-site activity as they determine to be appropriate.
- 3.4. Operati will be responsible for securing, managing, scheduling, coordinating and supervising Operati Representatives in performing the Professional Services.
- 3.5. Unless otherwise specified in the Statement of Work, Professional Services are provided for 7.5 hours on a Business Day in the relevant Territory which excludes travelling time and lunch. Where at a Customer's request Operati performs Professional Services outside these hours, the following day rates will apply:
  - (a) Professional Services performed between 17:30 and 09:00 Monday to Friday excluding public holidays in the Territory – 150% of the normal day rate.
  - (b) Professional Services performed on public holidays in the Territory or between 17:30 Friday and 09:00 Monday – 200% of the normal day rate.

#### **4. FEES AND EXPENSES**

- 4.1. Professional Services are provided on a time and materials rate as set out in the Order Form, unless a fixed fee basis is indicated in the Order Form.
- 4.2. The Customer is responsible for paying Operati for its Representatives' reasonable expenses in addition to the Professional Services Fee. Unless otherwise specified in the Statement of Works, expenses are incurred by Operati Representatives in accordance with Operati's Management Policies.

#### **5. CHANGE IN SCOPE OF THE PROFESSIONAL SERVICES**

Either party may propose a change to the Professional Services ("Change Order") via the change control process set out in the Statement of Works. If no change control process is set out in the Statement of Works, the parties will cooperate in good faith to agree the required changes. Where at the Customer's request Operati spends more than four (4) hours evaluating a potential Change Order to produce a recommendation for a Change Order, the Customer agrees to pay Operati for the additional time to author the Change Order at Operati's current time and materials rate as indicated in the Order Form.

**6. CANCELLATION**

For Professional Services on time and materials basis only, cancellation charges are applied to service days booked / scheduled and then subsequently cancelled by the Customer, based on the following table of charges:

	<b>Cancellation Notice Period</b>	<b>Charges</b>
In-Progress Project Booking and Scheduled Cancellations	14 working days or more prior notice	Nil
	8 to 13 working days prior notice	25% of day rate for cancelled days
	5 to 7 working days prior notice	50% of day rate for cancelled days
	Less than 5 working days prior notice	100% of day rate for cancelled days

Any travel expenses incurred by Operati Representatives relating to cancelled and rescheduled Professional Services shall be recharged to Customer in the event these expenses cannot reasonably be recovered by Operati.

**7. WARRANTIES AND DISCLAIMERS**

- 7.1. Operati warrants that the Professional Services shall be performed using reasonable care and skill.
- 7.2. Unless otherwise stated in the Statement of Work, the Customer must notify Operati of any claim under this clause 7 within 10 (ten) Business Days of delivery of the applicable Professional Services and/or Deliverables. Upon

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receipt of timely written notice of a claim, Operati's obligation is to correct the Professional Services and/or Deliverables and the Customer will be deemed to have accepted the corrections made if the Customer fails to reject the Professional Services and/or Deliverables within 10 (ten) Business Days from the date of re-delivery.

- 7.3. The remedy in clause 7.2 will be the Customer's sole and exclusive remedy for any claims arising from or in connection with this clause 7.