

SCHEDULE 4

SERVICE TERMS – PROFESSIONAL SERVICES

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 co-operate with OneAdvanced in good faith by providing:

(a) OneAdvanced and its sub-contractors with access to such information, facilities, personnel and equipment as reasonably required by OneAdvanced 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 OneAdvanced'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 SOW. OneAdvanced shall be entitled to rely on all Customer decisions and approvals.

2.2 The Customer will ensure that OneAdvanced's assigned technical personnel are able to access Customer's system remotely. The Customer shall be responsible for providing access through any security measures it deems necessary. OneAdvanced at its discretion shall decide whether access to the system is sufficient for installation purposes.

2.3 The Customer will purchase training hours if training support is required at OneAdvanced's T&M rates or as otherwise agreed. The Customer acknowledges and agrees that Service Support shall not include training support.

3. DELIVERY OF THE PROFESSIONAL SERVICES

3.1 OneAdvanced will deliver the Professional Services in all material respects as set out in the Order Form and/or the SOW.

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 OneAdvanced project team members shall be on a non-exclusive basis.

3.3 OneAdvanced project team members will perform their duties through a combination of on-site and off-site activity as they determine.

3.4 OneAdvanced will be responsible for securing, managing, scheduling, coordinating and supervising OneAdvanced personnel, including OneAdvanced subcontractors, in performing the Professional Services.

3.5 Unless otherwise specified in the SOW, 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 OneAdvanced 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 ("T&M") basis at OneAdvanced's T&M rates in effect at the time the Professional Services are performed unless a fixed fee basis is indicated in the Order Form.

4.2 The Customer is responsible for paying OneAdvanced for its reasonable expenses in addition to the Professional Services Fee. Unless otherwise specified in the SOW, expenses are incurred by OneAdvanced personnel in accordance with OneAdvanced's then current expenses policy.

4.3 Professional Services will not be delivered unless payment for the

Professional Services Fees has been paid in accordance with the terms of this Agreement.

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 SOW. If no change control process is set out in the SOW, the parties will cooperate in good faith to agree the required changes. Where at the Customer's request OneAdvanced spends more than four (4) hours evaluating a potential Change Order to produce a recommendation for a Change Order, the Customer agrees to pay OneAdvanced for the additional time to author the Change Order at OneAdvanced's current T&M day rates.

6. CANCELLATION

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

	Cancellation Notice Period	Charges
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 OneAdvanced relating to cancelled and rescheduled Professional Services shall be recharged to Customer in the event these expenses cannot reasonably be recovered by OneAdvanced.

7. WARRANTIES AND DISCLAIMERS

7.1 OneAdvanced warrants that the Professional Services shall be performed using reasonable care and skill.

7.2 Unless otherwise stated in the SOW, the Customer must notify OneAdvanced of any claim under this clause 7 within 10 (ten) Business Days of delivery of the applicable Professional Services and/or Deliverables. Upon receipt of timely written notice of a claim, OneAdvanced'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.