

PROFESSIONAL SERVICES SCHEDULE

29 January 2021v1.0

The terms of this Schedule (the "Professional Services Schedule") apply in addition to the Master Terms to all Professional Services provided to Client and this Professional Services Schedule adopts the defined terms contained therein.

1. SCOPE

1.1. This Professional Service Schedule will apply whenever a Client subscribes to Professional Services under an SOW. Capitalized terms used in this Professional Services Schedule are defined in the Master Terms or in clause 11 below.

1.2. In some cases additional or modified rights to those provided in this Professional Services Schedule apply to particular SOWs, and these are set out in the SOW.

2. PROVISION OF PROFESSIONAL SERVICES

First Tack will provide the Professional Services identified on the SOW to Client. The Professional Services will be provided at First Tack's premises unless a Site is specified on the SOW in which case they will be provided at the Site.

3. CLIENT OBLIGATIONS AND TIMETABLE MANAGEMENT

3.1. Client will take all reasonable steps to ensure the health and safety of any First Tack personnel carrying out the Professional Services while they are at the Client's premises.

3.2. The provision of the Professional Services are dependent upon Client, at all times and in a timely manner: (a) supplying a qualified project manager to represent Client and co-operate and work with First Tack during the entire Professional Services engagement; (b) providing First Tack personnel with access to the Site(s) and such equipment, systems and technical services as they may reasonably require for the performance of the Professional Services, subject to clause 8.2; (c) ensuring that First Tack has such access to and full co-operation of the technical and managerial personnel of Client and any applicable third parties who have the appropriate skill, experience and knowledge as First Tack may reasonably require; (d) providing First Tack with information, specifications or instructions of sufficient detail, accuracy and completeness as are reasonably required by First Tack; (e) ensuring that any equipment, operating systems and other software which First Tack is requested by Client to use or modify and any material or information provided to First Tack is either owned by Client or that Client has all necessary rights to authorise First Tack to use or modify it; and (f) performing any additional obligations or dependencies specified in the SOW.

3.3. Where First Tack is prevented from performing its obligations under the SOW as a result of any failure or delay by Client to perform its obligations or dependencies under the Agreement then, without prejudice to First Tack's other rights or remedies, First Tack shall be entitled to: (a) request a meeting with Client's senior management and Client shall make relevant personnel from its senior management available to discuss and, where applicable, agree the reasons for and the consequences of such failure or delay; (b) submit a CCN (as defined below) for execution by Client, which sets forth any amendments to the provisions of the Agreement as a result of any such

delay or failure by Client, including the Fees and/or the Timetable; and/or (c) to be fully reimbursed for any Damages suffered or incurred as a result of Client's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner. Client shall not unreasonably withhold or delay agreement under this clause 3.3.

3.4. Without prejudice to any other right or remedy available to First Tack, First Tack will not be liable for any failure to comply with any Timetable or any other obligation under the Agreement, if such failure is as a result of Client's failure to perform or delay in performing its obligations or dependencies under the Agreement in a timely manner.

4. DELIVERY AND ACCEPTANCE

4.1. Where the SOW specifies that there are Acceptance Criteria for the Deliverables, the following terms apply: (a) First Tack will use reasonable endeavours to complete the Deliverables and submit them for acceptance testing by Client in accordance with the Timetable. (b) Upon receipt of the Deliverable(s), Client shall promptly test the Deliverable(s) to determine whether they conform substantially to the Acceptance Criteria. Acceptance of the Deliverables will occur on the earlier of the date: (i) on which Client indicates in writing to First Tack that the Deliverables substantially conform to the Acceptance Criteria or are otherwise accepted; (ii) on completion of the Deliverable Acceptance Period if, within that period, Client fails to notify First Tack of any substantial non-conformances to the Acceptance Criteria in accordance with clause 4.2 below; (iii) on which First Tack can reasonably demonstrate that the Deliverables substantially conform to the Acceptance Criteria; or (iv) after the Deliverables have first been used by Client in a production environment.

4.2. If Client determines that the Deliverables do not substantially conform to the Acceptance Criteria, Client shall submit to First Tack a list of all such non-conformances together with evidence of such non-conformances in a format reasonably specified by First Tack from time to time (an "Acceptance Test Report").

4.3. Client shall notify First Tack of acceptance or submit an Acceptance Test Report in each case by email, marked "Acceptance Test Report" in the subject heading, to First Tack's customer support department and its account manager at the email addresses notified by First Tack from time to time.

4.4. If the Deliverables are not accepted pursuant to clause 4.1(b), First Tack may modify the Deliverables and re-submit them to Client for acceptance and the provisions of clauses 4.1(b), 4.2 and 4.3 shall apply only to such re-submission(s).

4.5. If no Acceptance Criteria are specified in the SOW then Client shall be deemed to have accepted the Deliverables upon delivery.

5. CHANGE CONTROL

- 5.1. Either party may request changes to the Professional Services, the Deliverables and/or its Specification, the Timetable or the Fees by submitting a request to the other party in writing (including by email), marked "Change Control Request" in the subject heading and conforming with any other format requirements advised by First Tack.
- 5.2. First Tack shall carry out an initial assessment of the change request, including seeking further information from Client where required and shall respond to Client stating whether in principle First Tack is prepared to carry out the requested change. First Tack may reject a change request, acting reasonably.
- 5.3. Client shall co-operate with and provide such information and assistance (including making appropriate personnel available for meetings) as is reasonably requested by First Tack in order to respond to a change request as soon as reasonably practicable.
- 5.4. Where First Tack agrees in principle to a change, First Tack shall prepare and submit to Client a formal change control note (a "CCN") setting out: (i) the scope and impact of the change, including changes to the scope of the Specification and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement, including the Fees, as the case may be.
- 5.5. No requested change shall have effect unless and until each party has signed the relevant CCN.

6. USAGE PERMISSIONS AND RESTRICTIONS

Subject to the terms of the Agreement, First Tack grants Client a limited, non-exclusive, non-transferable, permission during the Term to use the Deliverables for the Client's internal business purposes to the extent required for the proper enjoyment of the Professional Services. Where the Deliverable includes configuration or modifications to First Tack's standard Software, that of its Third-Parties, or other Services, permission to use the Deliverable is granted on the same basis as that which applies to the relevant Software or other Services. Note that clause 5.2 (Usage Restrictions) of the Master Terms apply to the Deliverables.

7. INTELLECTUAL PROPERTY

Client agrees that all intellectual property rights in Deliverables developed by or on behalf of First Tack as part of any SOW are and will remain the exclusive property of First Tack.

8. PERSONNEL

- 8.1. First Tack will take reasonable steps to ensure that any of its personnel performing the Professional Services at the Site will comply with any reasonable security, health

and safety or confidentiality requirements of Client relating to that Site that are notified in advance.

- 8.2. First Tack shall bring to the Site any equipment that it is required to as specified in the SOW.
- 8.3. Client agrees that during the term applying to the Professional Services, and for twelve (12) months thereafter, it will not, without the prior written consent of First Tack, directly or indirectly employ or engage or solicit for employment or engagement any employee of First Tack provided that Client shall not be in breach of this clause 8.3 if such employment results from a response to a general public advertisement for employment or talent search engagement not specifically targeted at the relevant employee.

9. INDEPENDENT CONTRACTOR

First Tack and Client agree that First Tack is an independent contractor.

10. SURVIVAL OF TERMS

Clauses 7 and 8.3 of this Professional Services Schedule shall survive termination of the Agreement or the applicable Professional Service, along with any others that by their nature should survive.

11. DEFINITIONS

Acceptance Criteria - the acceptance criteria for the Deliverables as described on the SOW.

Deliverable - any deliverable or output to be provided to Client in connection with a Professional Service as set out in the SOW, excluding any Client Materials contained in the Deliverables and standard Software and Documentation provided by First Tack.

Deliverable Acceptance Period - means, unless otherwise set out in the SOW, in relation to a documentary Deliverable, a period of five (5) days following submission of the documentary Deliverables for acceptance and in relation to other Deliverables, a period of ten (10) days following submission of the Deliverable for acceptance.

Specification - where applicable, the functional and/or technical requirements specification for a Deliverable as set out or referred to in the SOW.

SOW - any written statement of work governed by the Master Terms detailing the Professional Services Client orders which has been accepted by First Tack.

Timetable - the timetable set out in the SOW for the provision of the Professional Services and delivery of any Deliverables.