

Additional Terms for Professional Services and Projects

These Additional Terms and Conditions apply in addition to, and must be read together with, the Truis Standard Terms and Conditions. Both documents are available at truis.com.au.

1. SCOPE AND KEY TERMS

- 1.1 In these Additional Terms for Professional Services and Projects unless the context otherwise requires:

Acceptance Criteria means the objective criteria in the Sales Agreement used to decide whether a Deliverable has been completed.

Acceptance Period means the period in the Sales Agreement or, if none is stated, seven days after Truis tells the Customer that the Deliverable is ready for acceptance testing.

Deliverable means an item, outcome, document, configuration or other work product identified as a deliverable in the Sales Agreement.

Professional Services means the services covered by these Additional Terms and Conditions.

Vendor Terms means terms that a third party specify apply to their product, application or service.

2. THE SALES AGREEMENT

Truis will perform the Professional Services described in the accepted Sales Agreement.

3. STANDARD OF SERVICE

- 3.1 Truis will perform the Professional Services with reasonable care and skill and in a professional manner, consistent with standards generally observed in the Australian information technology industry for comparable services.
- 3.2 Truis does not promise a particular business, financial or technical outcome.

4. PERSONNEL AND SUBCONTRACTORS

- 4.1 Truis may use suitably qualified employees, related entities, contractors and specialist subcontractors to perform the Professional Services.
- 4.2 Truis remains responsible for the Professional Services performed by its subcontractors to the same extent as if Truis had performed them.
- 4.3 Truis may replace personnel where reasonably necessary. It will use reasonable endeavours to minimise disruption and provide an appropriate handover.

5. CUSTOMER RESPONSIBILITIES AND DEPENDENCIES

- 5.1 The Customer must:
- a) provide safe, timely access to premises, systems, networks, applications, credentials, documentation and relevant personnel;
 - b) provide accurate, complete and timely information about its environment and requirements;
 - c) make suitably skilled personnel available for workshops, decisions, testing and approvals;

- d) make decisions and approvals within the agreed timeframes;
- e) obtain any third-party licences, hardware, connectivity or services that the Sales Agreement makes the Customer's responsibility;
- f) maintain current backups and a workable rollback or recovery plan, unless the Sales Agreement makes Truis responsible for them;
- g) provide suitable outage, maintenance and change windows;
- h) carry out the Customer testing, validation, training and change-management activities in the Sales Agreement; and
- i) tell Truis promptly about any issue or change that may affect the work.

- 5.2 Truis may rely on information and decisions provided by the Customer and the Customer's authorised personnel unless it is obviously incorrect or incomplete.

6. PROJECT PLANNING AND DATES

- 6.1 Truis will use reasonable endeavours to follow the project plan and estimated dates.
- 6.2 A date is binding only if the Sales Agreement expressly identifies it as a fixed date. A fixed date is subject to the assumptions, dependencies and Customer responsibilities on which it is based.
- 6.3 The project plan and dates will be reasonably adjusted for:
- a) an agreed change;
 - b) a Customer delay or dependency failure;
 - c) a delay by a third-party supplier outside Truis' reasonable control;
 - d) a newly discovered technical constraint that could not reasonably have been identified before work began; or
 - e) a Force Majeure Event.

7. CHANGE CONTROL

- 7.1 Either party may propose a change to the scope, Deliverables, assumptions, dependencies, timing or charges.
- 7.2 Before carrying out a material change, Truis will explain the expected effect on scope, timing, risk and charges. A change takes effect when both parties agree it in writing, including by email between their authorised representatives.
- 7.3 Truis is not required to start changed or additional work until the change is agreed. If urgent work is reasonably needed to protect people, data, systems or the project, Truis may take reasonable stabilising steps after consulting the Customer where practicable. Those steps are charged on a time-and-materials basis.
- 7.4 A Customer direction, changed assumption or dependency failure that requires additional work will be managed as a change. If the Customer asks Truis to proceed before the paperwork is complete, Truis may do

so on a time-and-materials basis after confirming that basis in writing.

8. FEES, EXPENSES AND INVOICING

- 8.1 The charging basis is set out in the Sales Agreement and may be:
- a) time and materials;
 - b) fixed fee;
 - c) capped time and materials;
 - d) milestone-based; or
 - e) a combination of these.
- 8.2 For time-and-materials work:
- a) Truis will charge the rates in the Sales Agreement or, if none are stated, its Standard Rates current when the work is performed;
 - b) an estimate is not a cap unless the Sales Agreement says it is;
 - c) Truis will maintain reasonable time records; and
 - d) approved after-hours work may be charged at the applicable after-hours rate.
- 8.3 A fixed fee is based on the stated scope, assumptions and dependencies. Work outside them is a change.
- 8.4 Unless included in the fees, the Customer must reimburse reasonable travel, accommodation, freight, licence and other out-of-pocket expenses. Truis will obtain approval before incurring a material expense that was not reasonably apparent from the Sales Agreement.
- 8.5 If the Sales Agreement does not state an invoicing arrangement, Truis may invoice:
- a) monthly in arrears for time-and-materials work;
 - b) on completion of each milestone for milestone work; and
 - c) approved expenses monthly in arrears.

9. TESTING AND ACCEPTANCE

- 9.1 The parties will follow the testing and acceptance process in the Sales Agreement.
- 9.2 During the Acceptance Period, the Customer must test the Deliverable against the Acceptance Criteria and either:
- a) confirm acceptance in writing; or
 - b) give Truis a written notice describing each material failure to meet the Acceptance Criteria and the test results supporting it.
- 9.3 A Deliverable is accepted when:
- a) the Customer confirms acceptance;
 - b) the Customer uses it in production or for its intended business purpose, other than reasonable acceptance testing; or
 - c) the Acceptance Period ends without a valid rejection notice.
- 9.4 A minor defect that does not materially prevent the Deliverable from meeting the Acceptance Criteria does not

delay acceptance. Truis will record and correct the minor defect within a reasonable time.

- 9.5 If the Customer gives a valid rejection notice, Truis will correct the material failure within a reasonable time and resubmit the Deliverable for testing. The acceptance process then applies again to the corrected part.
- 9.6 If the Sales Agreement does not state Acceptance Criteria, the test is whether the Deliverable materially conforms to its description in the Sales Agreement.

10. GO-LIVE AND PRODUCTION USE

- 10.1 The Customer controls the decision to place a Deliverable or system into production. The Customer must nominate a person authorised to approve go-live.
- 10.2 Truis will provide the information reasonably required for that decision and identify any known material issue or residual risk.
- 10.3 If the Customer directs go-live:
- a) before agreed acceptance testing is complete;
 - b) despite a material risk identified by Truis; or
 - c) outside the agreed change or outage window,
- the Customer accepts the consequences of that decision to the extent they result from the direction. Truis will still use reasonable efforts to support the go-live and reduce avoidable harm.

11. CUSTOMER DELAY, REWORK AND REMOBILISATION

- 11.1 If a Customer act, omission or dependency failure delays the Professional Services or causes rework:
- a) the affected dates are extended by the period of delay plus a reasonable remobilisation period;
 - b) Truis will take reasonable steps to minimise unnecessary cost;
 - c) Truis will tell the Customer about the expected impact as soon as reasonably practicable; and
 - d) the Customer must pay the reasonable additional time and costs caused by the delay, including unavoidable standby, rescheduling and remobilisation costs.
- 11.2 Those additional charges will be handled through change control where practicable. Truis will not charge the Customer to correct delay or rework caused by Truis' breach.

12. SERVICE WARRANTY

- 12.1 The Customer must notify Truis in writing of an alleged defect in the Professional Services within seven days after the earlier of:
- a) acceptance of the affected Deliverable; and
 - b) completion of the affected Professional Services.
- 12.2 The notice must describe the defect and its effect in reasonable detail.
- 12.3 If the Professional Services did not meet the standard in these Additional Terms and Conditions, Truis will, at its option:

- a) re-perform the affected Professional Services within a reasonable time; or
 - b) refund the fees paid for the materially defective part.
- 12.4 This is the Customer's only contractual remedy for a defect in the Professional Services. It does not limit a right or remedy that cannot lawfully be excluded.
- 12.5 Truis is not responsible for a defect to the extent it is caused by:
- a) inaccurate or incomplete Customer information;
 - b) a Customer or third-party change not approved by Truis;
 - c) use outside the documented design or agreed purpose;
 - d) a third-party product or service; or
 - e) the Customer's failure to follow reasonable operating, backup, security or maintenance instructions.

13. SITE WORK AND SAFETY

- 13.1 When work is performed at a Customer-nominated site:
- a) the Customer must provide a safe workplace and tell Truis in advance about site risks, security requirements and inductions;
 - b) each party must comply with applicable work health and safety laws and reasonable notified site rules;
 - c) Truis may pause work if it reasonably considers conditions unsafe; and
 - d) an unsafe-site delay is treated as a Customer delay unless caused by Truis.

14. THIRD-PARTY PRODUCTS AND SERVICES

- 14.1 Third-party products and services used in the project are subject to their Vendor Terms.
- 14.2 The Customer accepts and must comply with Vendor Terms notified before or after the relevant product or service is ordered or activated.
- 14.3 Truis does not control a vendor's performance, availability, product roadmap or support decisions. Truis will use reasonable efforts to coordinate with the vendor and pass on any warranty, service credit or other remedy available to Truis for the Customer's affected use.

15. INTELLECTUAL PROPERTY AND CUSTOMER MATERIALS

- 15.1 Ownership and licensing of intellectual property are governed by the Standard Terms and Conditions and any express term in the Sales Agreement.
- 15.2 The Customer gives Truis permission to use Customer materials, data, systems and third-party materials to the extent reasonably necessary to perform the Professional Services.
- 15.3 The Customer warrants that it has the rights and permissions required for that use. Truis must use those materials only for the Agreement and must comply with the confidentiality and privacy clauses in the Standard Terms and Conditions.

16. PAUSING OR ENDING A PROJECT

- 16.1 If a project is paused or ends (other than because of the Customer's default), the Customer must pay:
- a) fees for Professional Services performed up to the effective date, including reasonable work in progress;
 - b) approved expenses already incurred; and
 - c) non-cancellable third-party commitments entered into for the project and identified in the Sales Agreement or later approved by the Customer; and
 - d) any applicable Early Termination Payment.
- 16.2 Subject to payment, Truis will provide completed Deliverables and reasonable work in progress in its then-current form. Any additional handover or transition work is charged on a time-and-materials basis unless the Sales Agreement includes it.