

## Schedule 6 – Consulting Services relating to software Products

1. The parties acknowledge and agree that during the term of the Software License and Services Agreement (SLSA), RPM may agree at your request, to provide software related technical consulting services or training services (together “**Consulting Services**”).
2. The parties agree that the terms and conditions of the SLSA including the additional provisions in this Schedule shall apply to the provision of any Consulting Services engaged under the SLSA and for the purposes of the SLSA the Consulting Services shall be deemed to be ‘Services’ for the purposes of any other provision of the SLSA.
3. The parties agree that the scope of work including any timing, inclusions, exclusions, dependencies and additional Services fee for each Consulting Services engagement needs to be documented and agreed in writing and the parties may document this in a number of ways including:
  - a. as an annexure to a Product Schedule where the Consulting Services are contracted contemporaneously with the software Product licensed to you; and/or
  - b. as a separate Consulting Services Proposal entered into at any point after the SLSA is signed which references the terms of the SLSA and which also sets out the agreed scope of work, timing, inclusions, exclusions, dependencies and additional Services fee of the Consulting Services to be delivered in each case.
4. The Consulting Services may be provided as either a once-off stand-alone project engagement or on an ongoing recurring basis over an agreed term and will be invoiced and payable either:
  - a. as a separately identifiable Services fee invoiced and paid in accordance with the payment terms set out in the relevant Product Schedule or Consulting Services Proposal; or
  - b. as a bundled component of a bundled Subscription Fee over an agreed subscription term for Consulting Services provided as part of a bundled Software Subscription.
5. Where the fee for provision of the Consulting Services is recovered as part of the Subscription Fee and/or SaaS Fee (as applicable), the Product Schedule and/or separate Consulting Services Proposal will also detail the agreed timing for the bundled Consulting Services including the dates by which any bundled Consulting Services will be completed such that any further Consulting Services provided after that date will require a separate paid Services engagement with RPM.
6. You acknowledge any variation to scope or dates from that specified in the agreed Product Schedule and/or Consulting Services Proposal (as applicable) can be agreed however it will be at an adjusted price as a variation pursuant to paragraph 8 of this Schedule 6 below.
7. **Customer Assistance and Materials**
  - a. You shall in a timely manner and at your own expense actively co-operate with RPM and provide or make available to RPM access to your sites(s), and all relevant resources, including, without limitation, all relevant information, documentation, reports, data, studies, plans, specifications and other information (the “**Customer Materials**”) and staff reasonably required by RPM to enable RPM to perform its obligations under the relevant Product Schedule or Consulting Services Proposal. All Customer Materials provided to RPM must be done via secure transfer as advised by RPM at the time and not via email or hard-copy (USB or hard disk drive).
  - b. RPM is not liable for any deficiency in the performance of the Consulting Services if such deficiency directly results from your failure to provide the Customer Materials, or if the Customer Materials are inaccurate, incomplete or unsuitable.
  - c. RPM may use and rely upon the Customer Materials in performing the Consulting Services; however, RPM assumes no responsibility or liability for their accuracy or completeness.
  - d. RPM may suspend its obligations during such period that the Customer Materials are not provided, or access rights are not maintained. RPM shall not be liable for failure to meet time frames or completion dates for the Consulting Services unless such failure is due solely to the negligence of RPM.

**8. Variations to scope**

- a. If either party proposes in writing a change to the scope or timing of the Consulting Services the other party will reasonably and in good faith consider and discuss with the proposing party the proposed change and a revised estimate of the costs for such change.
- b. Any subsequent agreement to proceed with the variation must be recorded in writing and signed by both parties to be enforceable.

**9. Acceptance Testing**

- a. Where required, acceptance tests procedures will be detailed in the Product Schedule or Consulting Services Proposal.
- b. Subject to any specific provision in the relevant Product Schedule or Consulting Services Proposal, each deliverable will be deemed accepted if no certificate of acceptance or rejection has been received by RPM within five (5) business days after the completion of acceptance testing (if any) or in respect of any software related deliverable – when/if that deliverable is placed into live production used by you.

**10. Standard of Care**

- a. RPM will perform the Consulting Services in accordance with the standard of care of its profession, which means generally accepted professional practices, in the same or similar localities, related to the nature of the work performed, at the time the relevant services are performed.
- b. In the event that RPM does not meet this standard of care, the parties agree, as RPM's sole and exclusive obligation and e your sole and exclusive remedy, that RPM will use commercially reasonable efforts to modify or correct the applicable services

**11. No Third Party Rights**

- a. The Services, and any reports, studies, analyses, recommendations, estimates, calculations, information, materials, deliverables or documents ("Materials") that are prepared for and provided to you are for your own use and not for the use of any third parties.
- b. You agree that it will not disclose any Materials to any third party without RPM's prior written consent, which consent may be subject to conditions.
- c. In the event of a breach of this clause, RPM is entitled to seek to obtain injunctive relief, enjoining further actions of unlawful disclosure to or use by third parties, in addition to monetary damages as provided by law.

**12. Privacy and Data Security of Customer Materials**

- a. Customer Materials received, stored and used by RPM through providing services under this Schedule, will be managed, stored and used by RPM in accordance with RPM's Information Security Management System ("ISMS") and in the manner detailed in RPM's Privacy Policy available to view at [www.rpmglobal.com](http://www.rpmglobal.com). RPM has implemented and will maintain technical and organisational measures to protect any Customer Materials against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.