

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the **GTCs**) set out the terms and conditions on which Adapt Applications Pty Ltd (ABN 90 644 663 418) of [Meadowbank , Sydney NSW 2114] (**Adapt Apps**) will provide the Services to Customer.

### THE PARTIES AGREE AS FOLLOWS:

#### 0. OPERATION

- (a) These GTCs set out the standard terms and conditions on which Adapt Apps will provide the Services to Customer.
- (b) By logging into the Adapt Apps Platform Customer agrees to be bound by these GTCs and the date on which this first occurs is the **Commencement Date**.

#### 1. TERM

- (a) These GTCs shall become effective on the Commencement Date and will remain in force for a period of 12 months, subject to renewal as described in clause 1(b) below, unless terminated earlier (the **Term**).
- (b) The parties agree that the Term shall automatically renew on an annual basis from the date that is 12 months after the Commencement Date (the **Renewal Date**), unless:
  - (i) Either party has sent a Notice to the other party no less than 120 days prior to a Renewal Date requesting that the provision of the Services under these GTCs be terminated; or
  - (ii) the provision of the Services under these GTCs is otherwise terminated in accordance with clause 14.

#### 2. RESPONSIBILITIES

##### 2.0 Adapt Apps responsibilities

- (a) Adapt Apps must supply the Services in accordance with these GTCs. At all times during the Term, Adapt Apps must provide the Services in the following ways:
  - (i) promptly, carefully and to reasonable industry standards; and
  - (ii) exercising all due care, skill and judgment, in a professional manner.
- (b) At all times during the Term, Adapt Apps must do all of the following:
  - (i) hold all authorisations, permits and licenses required under any law or regulation to perform the Services; and
  - (ii) comply with the requirements of all laws or regulations of any kind applying to the performance of the Services.
- (c) If Adapt Apps is given access to any of Customer's information technology systems to enable it to provide the Services, Adapt Apps must do all of the following:

- (i) take reasonable care in utilising the information technology systems including all hardware, software and applications and observe all relevant security procedures and work practices notified by Customer; and
- (ii) not interfere with or disrupt or cause any damage to such systems.

## 2.1 **Customer responsibilities**

- (a) To permit Adapt Apps to supply the Services, Customer must:
  - (i) provide all relevant information and access as reasonably required by Adapt Apps;
  - (ii) hold all relevant authorisations, permits and licenses required under any law or regulation to receive, and allow Adapt Apps to perform, the Services;
  - (iii) review and agree to any Documentation provided by Adapt Apps within a reasonable time (and in any event within 3 business days of receipt), to the extent the Documentation is necessary to allow Adapt Apps to provide the Services;
  - (iv) respond to questions from Adapt Apps relating to Customer's processes and data within a timely manner (and in any event within 3 business days of receipt), to the extent a response is necessary to allow Adapt Apps to provide the Services; and
- (b) Customer agrees that Adapt Apps will not be liable for any failure to provide the Services to the extent that such failure is directly or indirectly caused by Customer's failure to meet the applicable requirements for each Service as provided in clause 2.1(a).

## 3. **SERVICES**

- 3.0 Adapt Apps may provide the opportunity for Customer to create its own Access Credentials including a User ID and password to enable it to access and use the Services.
- 3.1 Customer acknowledges that to receive the Services it may be required to provide multi-factor authentication, including through third party applications or tools.
- 3.2 Adapt Apps hereby grants to Customer, for the Term, a limited, worldwide, non-exclusive and non-transferable licence to allow Users to access the Services through the Adapt Apps Platform.
- 3.3 Where the functionality is available, Customer may add and deactivate Users at any time directly through User Interface (and Customer shall simultaneously notify its Adapt Apps Liaison Officer of each addition or deactivation).
- 3.4 Customer will not give User identifications and passwords to its contractors, subcontractors or other agents and will not otherwise allow its contractors, subcontractors or other agents access to the Services without Adapt Apps prior written consent. Adapt Apps reserves the right to audit User numbers, privileges and classifications at any time and charge Customer for any unbilled overages.
- 3.5 Where the functionality is available, Customer may substitute Users at any time by deactivating the original User and creating the new User directly through the Adapt Apps User Interface. Where the functionality is available, Customer must also submit a request to the support portal notifying Adapt Apps that Customer wishes to substitute Users (and Customer shall simultaneously notify its account manager via email of each substitution).

- 3.6 If Customer substitutes a User using the support portal, Customer will only be charged for one User and will not be charged for both the new User and the substituted User, even if the substituted User's credentials are still associated with the Services in the Adapt Apps Platform (but as long as such substituted User is no longer active at the relevant time). Without derogating from clause 3.5, User substitutions can only be applied to Users within the same billing category.
- 3.7 Adapt Apps may terminate or suspend any User's access to the Services, if in its sole discretion, it determines that such User has:
- (a) shared their User ID or password with another individual (including assigning multiple individuals to a single User ID),
  - (b) reassigned their User ID to a new User (except in accordance with the substitution procedures described in clause 3.5),
  - (c) hacked or otherwise accessed or used the Services or its data or any portion thereof (including the underlying technology) except through a standard web browser and the Adapt Apps website as described in Adapt Apps User materials, or
  - (d) otherwise taken any action that is a violation of these GTCs.
- 3.8 The licence granted by Adapt Apps to Customer under clause 3.2 is subject to the following limitations:
- (a) the User Interface may only be used through a Supported Web Browser; and
  - (b) the User Interface may only be used by Customer's Personnel, or an Affiliate of Customer and their Personnel.
- 3.9 Except to the extent expressly permitted in these GTCs or as required by law on a non-excludable basis, the licence granted by Adapt Apps to Customer under clause 3.2 is subject to the following prohibitions:
- (a) Customer must not sub-license its right to access and use the Services;
  - (b) Customer must not permit any unauthorised person or application to access or use the Services;
  - (c) Customer must not republish or redistribute any content or material from the Services, other than in accordance with Adapt Apps prior written consent;
  - (d) Customer must not make any alteration to the Platform, except as permitted by the Documentation; and
  - (e) Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or the Services without Adapt Apps prior written consent.
- 3.10 Customer must implement and maintain reasonable security measures relating to its Access Credentials to ensure that no unauthorised person or application may gain access to the Services by means of the Access Credentials.
- 3.11 Customer must comply with any Adapt Apps Acceptable Use Policy provided to it from time to time, and must ensure that all persons using the Services under its authority or by means of the Access Credentials comply with the such Adapt Apps Acceptable Use Policy.

- 3.12 Customer must not use the Services in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Services.
- 3.13 Customer must not use the Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the Services provided by Adapt Apps to other customers using the Platform, and Customer acknowledges that Adapt Apps may use reasonable technical measures to limit Customer's use of Platform resources for the purpose of assuring Services to Adapt Apps customers generally.
- 3.14 Customer must not use the Services:
  - (a) in any way that is unlawful, illegal, fraudulent or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.15 For the avoidance of doubt, Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 3.16 Adapt Apps may suspend the provision of the Services if any amount due to be paid by Customer to Adapt Apps under the GTCs is overdue, and Adapt Apps has given to Customer at least 14 business days written notice, following the amount becoming overdue, of Adapt Apps intention to suspend the Services on this basis.
- 3.17 Adapt Apps may improve, amend or change the Services at their sole discretion, but may not make any change that negatively affects the Services in a material way without providing prior written notice to Customer. If Adapt Apps makes any change that negatively affects the Services in a material way, the Customer may terminate the affected Services without penalty.

#### 4. **THIRD-PARTY SERVICES INTEGRATION**

- 4.0 Adapt Apps may, on prior written Notice to Customer, integrate the Services with any Third Party Services at any time as may be required for Adapt Apps to supply the Services.
- 4.1 The supply of Third Party Services to Customer is governed by a separate contract, arrangement or agreement between Customer and the relevant third party. For the avoidance of doubt, Adapt Apps does not supply the Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision or performance of any such Third Party Services.
- 4.2 Customer acknowledges and agrees that:
  - (a) the activation of Third Party Services with respect to the Services account of Customer may result in the transfer of Customer Data from the Services to the relevant Third Party Services and vice versa;
  - (b) Adapt Apps has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data by any provider of Third Party Services;
  - (c) Customer shall ensure that the transfer of Customer Data to a provider of Third Party Services does not infringe any person's Intellectual Property rights or other legal rights and will not put Adapt Apps in breach of any applicable laws.
- 4.3 Additional fees may be payable by Customer to Adapt Apps in respect of the activation and/or use of a Third Party Services integration. Such additional fees must be agreed by Customer prior to the activation and/or use of a Third Party Services integration.

4.4 Subject to Clauses 12 and 13:

- (a) Adapt Apps gives no guarantees, warranties or representations in respect of any Third Party Services; and
- (b) under no circumstances will Adapt Apps be liable for any Third Party Services, including any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.

## 5. **PAYMENTS**

### 5.0 **Service payments**

Customer must, during the Term, pay Adapt Apps in accordance with the rates and charges set out in Schedule 11. Prior to the end of a Service Term, Adapt Apps may notify Customer of any changes to the charges applicable to any new or extended Term.

### 5.1 **Invoices and payments**

- (a) Adapt Apps will issue invoices to Customer detailing the payments to be made by Customer in advance .
- (b) Unless stated otherwise, Customer must pay all invoices in AUD dollars within 30 days of the invoices being shared with Customer unless another time period for payment is agreed between the Parties.
- (c) Customer's objections to an invoice should be raised promptly, as any objection not notified in writing to Adapt Apps within 30 days following Customer's receipt of the invoice shall be deemed waived. Customer remains obligated to pay all undisputed amounts when due. If any undisputed amount is not paid by the due date, then the overdue amount will accrue late interest at the rate of 2.5% per month. All payment obligations are non-cancellable, and all fees paid are non-refundable.

### 5.2 **Payment for additional work or variations**

- (a) Customer may request Adapt Apps to undertake any additional work or to alter or vary the Services in accordance with the Change Procedure.
- (b) Without limiting clause 5.2(a), the amount payable by Customer to Adapt Apps for any additional work or variation of the Services will be determined by the amount quoted by Adapt Apps for that additional work or variation to the Services.
- (c) Customer will be responsible for and pay all fees, charges and costs incurred in the provision of any addition work or variation of the Services requested by Customer under clause 5.2(a).

### 5.3 **Adapt Apps costs**

Adapt Apps will be responsible for and pay all fees, charges and costs incurred in the provision of the Services. This clause will not apply to the extent that any payment is expressly stated in these GTCs as being Customer's responsibility, or if Customer agrees in writing to be responsible for any payment.

### 5.4 **Disputed invoice**

If Customer disputes the validity of, or an amount specified in, any invoice:

- (a) Customer will notify Adapt Apps of the details and the nature of the dispute within 30 days;

- (b) Customer will pay the amounts not in dispute when due under clause 5.1 and Adapt Apps must reissue the invoice for the undisputed amount if required by Customer;
- (c) the parties must continue to perform their other obligations under these GTCs; and
- (d) either party may invoke the dispute resolution procedure set out in clause 15 to attempt to resolve the dispute.

## 6. **INTELLECTUAL PROPERTY**

### 6.0 **Licensing of Intellectual Property**

- (a) These GTCs do not affect the ownership of any pre-existing Intellectual Property of a party that exists prior to these GTCs.
- (b) Each party grants to the other party a royalty-free, non-exclusive, non-transferable, worldwide licence to use its pre-existing Intellectual Property made available to the other party solely for the purposes of performing the Services for the Term of these GTCs.

### 6.1 **Intellectual Property in the Platform**

- (a) As between the parties, all Intellectual Property (that is not pre-existing Intellectual Property) in the Platform is owned absolutely by Adapt Apps and vests immediately on creation.
- (b) To the extent that Customer may at any time acquire any right, title or interest in any Intellectual Property in the Platform, Customer, by these GTCs, assigns to Adapt Apps all such rights, title and interest in that Intellectual Property.
- (c) Adapt Apps grants to Customer for the Term a non-exclusive, non-transferable licence to use the Platform for the purpose of receiving the Services supplied these GTCs.

### 6.2 **Open Source Software**

Adapt Apps may use, exploit or incorporate Open Source Software in the provision of the Services and when that occurs, Customer:

- (a) will be deemed to have provided consent under this clause to such use, exploitation or incorporation of the Open Source Software;
- (b) is responsible for ensuring that it has all necessary rights to use, modify, reproduce and distribute such Open Source Software; and
- (c) acknowledges and agrees that Adapt Apps has no responsibility or liability for any patent or copyright infringement or the provision of any indemnity in respect of the Open Source Software contained in those Services.

## 7. **APPLICATION OF THIRD PARTY TERMS**

- (a) Customer must comply with any third party terms that are specified in Schedule 2 as being applicable to the provision of the Services to Customer, as those third party terms may be amended by third parties from time to time by the third party updating the content of the links set out in Schedule 2.
- (b) In the event that Customer is required to comply with any additional third party terms in order for Adapt Apps to perform the Services, Adapt Apps will provide Notice

to Customer of those additional third party terms and will provide Customer with access to the relevant terms.

- (c) Where Customer notifies Adapt Apps that it is unable to comply with any additional third party terms notified to it under this clause, Adapt Apps may terminate these GTCs in accordance with clause 14.0(a)(i).

## 8. **CONFIDENTIALITY**

### 8.0 **Obligations of confidence**

Where a party receives Confidential Information from the other party under these GTCs or otherwise in connection with the supply of the Services, that party must do all of the following:

- (a) keep the Confidential Information confidential;
- (b) not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of these GTCs;
- (c) not, without other party's written consent, disclose Confidential Information to any person other than its employees, subcontractors, agents and Liaison Officers who need the information for the purposes of these GTCs; and
- (d) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure.

### 8.1 **Further permitted use and disclosure**

Notwithstanding clause 8.0, a party may use or disclose Confidential Information to the extent necessary to:

- (a) comply with any law, binding directive of a regulator or a court order;
- (b) comply with the listing rules of any stock exchange on which its securities are listed; or
- (c) obtain professional advice in relation to matters arising under or in connection with these GTCs.

### 8.2 **Exclusions**

Clause 8.0 does not apply to Confidential Information when:

- (a) information is in or becomes part of the public domain otherwise than through breach of an obligation of confidence;
- (b) information which was known by a party at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or
- (c) information which a party acquires from a third party where that third party was entitled to disclose it.

### 8.3 **Responsibility for Liaison Officers**

Each party must ensure that its employees, subcontractors, agents and Liaison Officers do not do, or omit to do anything, which if done or omitted to be done by a party, would breach this clause.

8.4 **Notification of unauthorised use**

Each party must immediately notify the other party of any potential, suspected or actual unauthorised use, copying or disclosure of the Confidential Information.

8.5 **Return of Confidential Information**

Each party must immediately on demand, or on completion or termination of these GTCs, return to the other party any documents in its possession, power or control containing Confidential Information. Each party must not retain copies of any Confidential Information in any form.

8.6 **Equitable remedies**

Each party acknowledges that a breach of the confidentiality obligations set out in these GTCs may cause the other party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to a claim for damages and any other remedies available at law or in equity, the other party may seek specific performance or injunctive relief (as appropriate) against any breach or threatened breach by the first mentioned party, or the employees, subcontractors, agents or Liaison Officers of that first mentioned party.

8.7 **Obligations to continue after GTCs ends**

All obligations of confidence set out in these GTCs continue in full force and effect after these GTCs ends.

9. **PRIVACY**

9.0 **Disclosure of Personal Information**

Each party (**first party**) warrants to the other party that:

- (a) any Personal Information that first party discloses to the other party under these GTCs has been collected in accordance with the Privacy Act (where applicable);
- (b) the individual to whom the information relates has been made aware of the other party's identity, of how to contact the other party and of the other matters of which the other party is required to inform a person about whom it collects information under the Privacy Act; and
- (c) the other party is authorised to collect the information from the first party and use the information for the purposes of these GTCs.

9.1 **Receipt of Personal Information**

In relation to any Personal Information disclosed to it by the other party under these GTCs, the first party must comply with all of the following:

- (a) not use, disclose, store, transfer or handle the information except in accordance with the Privacy Act;
- (b) take all reasonable steps to ensure that the information is protected from misuse, loss, unauthorised access, modification or disclosure;
- (c) take all reasonable steps to destroy or permanently de-identify the information when it is no longer needed for a purpose connected with these GTCs;



- (d) only use or disclose the information for a purpose connected with these GTCs or as required by law;
- (e) co-operate with any reasonable request or direction of the other party which relates to the protection of the information or the exercise of the functions of the Privacy Commissioner under the Privacy Act;
- (f) ensure that access to its employees, Liaison Officers and subcontractors is limited to people required to access that information for the purposes of these GTCs; and
- (g) ensure that any of its employees, Liaison Officers or subcontractors who access the information comply with the requirements of this clause and of the Privacy Act.

## 9.2 **Complaints**

Each party must promptly inform the other party in writing of any complaint that it receives concerning the use, disclosure, storage, transfer or handling of Personal Information and comply with any reasonable direction of the other party in relation to a complaint concerning the use, disclosure, storage, transfer or handling of Personal Information.

## 9.3 **Data Breach**

Each party must promptly notify the other party in writing upon becoming aware of any unauthorised access to, or unauthorised disclosure of, Personal Information that is held, collected, stored or otherwise handled by that party (**Data Breach**). Where Adapt Apps is the party notifying Customer under this clause, Adapt Apps must develop a plan, in consultation with Customer, that sets out the actions Adapt Apps and Customer will take in response to the Data Breach.

## 9.4 **Application of GDPR**

- (a) Customer represents and Adapt Apps acknowledges that the General Data Protection Regulation (EU) 2016/679 (**GDPR**) does not apply to the handling or processing of Personal Information under these GTCs.
- (b) Where a party becomes aware that the GDPR may apply to the handling or processing of Personal Information under these GTCs, that party must notify the other party within 20 business days of becoming aware of the applicability of the GDPR to these GTCs. Following receipt of a notice under this clause, the parties will agree the provisions that apply to these GTCs in respect of each party's handling or processing of Personal Information under the GDPR, including appropriate increases in the charges payable to account for any additional compliance costs that will be incurred by Adapt Apps.

## 10. **CUSTOMER DATA**

10.0 Customer Data will only be hosted in Australia.

10.1 Adapt Apps acknowledges that the security of, and Customer's right of access to, Customer Data is fundamental to Customer's business and the business of each of Customer's Affiliates, and that any breach of security of, or refusal of access to Customer Data may directly affect one or more of Customer's or Customer's Affiliate's business, duties to clients and under data protection laws and other applicable laws.

10.2 Adapt Apps must:

- (a) ensure that the Services Data and Customer Data is logically separated from that of all other Adapt Apps clients;

- (b) not access Customer Data other than as reasonably necessary in accordance with Adapt Apps obligations under these GTCs;
- (c) only process Customer Data as part of the Services and in accordance with Customer's instructions from time to time;
- (d) not access, modify or delete Customer Data at any time for any reason, or otherwise use, publish or copy Customer Data for any purpose, other than as:
  - (i) expressly permitted or required by these GTCs or Customer in writing; or
  - (ii) required by law, by a court or any regulatory authority, provided that (unless otherwise prohibited) prior to doing so Adapt Apps must promptly notify the Customer in writing to allow Customer to take all reasonable steps to resist such requirement;
- (e) not purport to sell, let for hire, assert a lien over, assign rights in or otherwise dispose of any Customer Data; and
- (f) not commercially exploit any Customer Data.

10.3 Notwithstanding any other term of these GTCs (including where there is a dispute between the parties) upon Customer's request including following the expiry or termination of these GTCs for any reason, Adapt Apps must if requested by Customer or, where no request is submitted, 6 months following the expiry or termination of these GTCs:

- (i) promptly return all of Customer Data in a form reasonably requested by Customer;
- (ii) securely destroy Customer Data; and
- (iii) promptly certify to Customer in writing that Adapt Apps has done so.

## 11. **HIRING OF PERSONNEL**

11.0 Customer acknowledges that Adapt Apps provides a valuable service by identifying and assigning Personnel for the purpose of supplying the Services to Customer. Customer further acknowledges that Customer would receive substantial additional value, and Adapt Apps would be deprived of the benefits of its work force, if Customer were to directly hire Personnel after they have been introduced to Customer by Adapt Apps.

11.1 If, during the Term or for 12 months after the termination of expiry of the Term of these GTCs, Customer hires any Personnel who are or have been assigned to perform work for Customer under these GTCs, then Customer must pay Adapt Apps, within 30 days of the date of such hiring, an amount equal to 50% of the total first year's compensation Customer pays such Personnel as a fee for the additional benefit obtained by Customer.

## 12. **WARRANTIES**

### 12.0 **General warranties**

- (a) Each party represents and warrants to the other on a continuing basis that:
  - (i) It has full corporate power to enter into and give effect to these GTCs and to complete the transactions contemplated by these GTCs.
  - (ii) It has taken all necessary action to authorise the execution, delivery and performance of these GTCs.

- (iii) At the date of these GTCs, the execution, delivery and performance of these GTCs by it does not contravene any contractual, legal or other obligations that apply to it.
- (iv) On execution of these GTCs, its obligations under these GTCs will be valid, binding and enforceable.
- (v) Unless otherwise stated, it does not enter into these GTCs as trustee of any trust.

#### 12.1 **Improper inducement, influence or behaviour**

- (a) Each party represents and warrants on a continuing basis that it has not done anything to improperly or unlawfully induce, reward or influence any person in relation to the execution of these GTCs including all of the following:
  - (i) directly or indirectly offering, soliciting, giving, agreeing to give or receiving any gift, commission, rebate, money or consideration of any kind as an inducement or reward for improperly or unlawfully doing, not doing, influencing, favouring, disfavouring or carrying out any act;
  - (ii) seeking to influence decisions by improper means; and
  - (iii) any other conduct which would constitute a breach of the secret commissions provisions of the *Crimes Act 1900* (NSW) or similar provisions in other jurisdictions.
- (b) Each party represents and warrants on a continuing basis that it has not improperly or unlawfully given or received, or agreed to give or receive, any gift, commission, rebate, money or consideration of any kind in relation to any advice given to or received by a party to these GTCs which is or was intended in any way to induce or influence the party advised to enter into these GTCs, or been involved in any other conduct prohibited by section 249D of the *Crimes Act 1900* (NSW).

### 13. **LIABILITY AND INDEMNITY**

#### 13.0 **Exclusion of statutory warranties**

Adapt Apps acknowledges that the *Competition and Consumer Act 2010* (Cth) implies or imposes certain statutory guarantees, conditions or warranties into contracts for the supply of goods or services to consumers that cannot be excluded (**Non-Excludable Terms**). Nothing in these GTCs is intended to exclude or restrict the application of the Non-Excludable Terms. To the extent permitted by law, Adapt Apps excludes all other implied warranties, guarantees, conditions or other terms, whether implied by statute or otherwise.

#### 13.1 **Limitation of liability**

- (a) To the extent permitted by law, Adapt Apps excludes all other liability for all losses, liabilities, damages, costs and expenses suffered or incurred by any person, and limits its liability (at Adapt Apps discretion) for breach of a guarantee, condition or warranty implied into these GTCs by virtue of any legislation to:
  - (i) the resupply of the Services or the supply of equivalent services; or
  - (ii) the payment of the cost of resupplying the Services.

#### 13.2 **Further exclusion**

- (a) Except as otherwise expressly stated in these GTCs, Adapt Apps accepts no other responsibility or liability whatsoever including any liability for consequential loss whether or not such loss is sustained by Customer as a direct or indirect result of Adapt Apps negligence.
- (b) Adapt Apps provides the Services and the Platform "as is" and without any representation or warranty, express or implied.

**13.3 Maximum liability**

- (a) To the extent permitted by law, the maximum aggregate liability of Adapt Apps under these GTCs is limited to the amount of the fees payable under these GTCs less any amounts owing by Customer to Adapt Apps at any time.
- (b) The liability cap in clause 13.3(a) does not apply to a liability for:
  - (i) any personal injury or death to any person or damage to, or loss of any tangible property caused or contributed to by Adapt Apps;
  - (ii) any breach by Adapt Apps of its confidentiality obligations under these GTCs;
  - (iii) any infringement or alleged infringement of any third party's Intellectual Property arising in respect of a claim that the Services provided by Adapt Apps to Customer infringes the Intellectual Property rights of any person; or
  - (iv) any fraudulent or unlawful act or omission by Adapt Apps.

**14. TERMINATION**

**14.0 Termination**

- (a) A party (**first party**) may immediately terminate these GTCs by written Notice to the other party if any of the following occurs:
  - (i) the other party is in breach of its obligations under these GTCs and does not remedy the breach (to the extent that it can be remedied) for 14 days after receiving a written Notice from the first party specifying the breach and requiring it to be remedied;
  - (ii) the other party is the subject of an Insolvency Event; or
  - (iii) where the first party is Adapt Apps:
    - (A) it is permitted to terminate these GTCs under clause 23; or
    - (B) if a Change of Control occurs in relation to Customer.

**14.1 Obligations at end of agreement**

- (a) **Return of property:**
  - (i) Where no request under clause 14.1(a)(i)(A) is made, 6 months following the expiry or termination of these GTCs Adapt Apps may:
    - (A) Upon expiry or termination of these GTCs, Adapt Apps must promptly upon request return all of Customer's information, documents, records and other property used by it in the

provision of the Services or otherwise in Adapt Apps possession or control.

- (B) securely destroy all of Customer's information, documents, records and other property used by it in the provision of the Services or otherwise in Adapt Apps possession or control; and
- (C) promptly certify to Customer in writing that Adapt Apps has done so.

(b) **Consequences of termination:** If these GTCs are terminated for any reason:

- (i) Each party retains its rights under these GTCs and at law in respect of any breach of these GTCs by the other party.
- (ii) Customer must make payment to Adapt Apps for the Services performed or agreed to be performed before the date of termination.

#### 14.2 **Clauses survive expiration or termination of GTCs**

The following clauses will survive the expiry or termination (for whatever reason) of these GTCs: Clause 6, Clause 7, Clause 8, Clause 9, Clause 11, Clause 12, Clause 13, Clause 14, Clause 15, Clause 16 and Clause 25 and any other clauses that make provision for continued operation continue to survive the expiration or termination (for whatever reason) of these GTCs.

### 15. **DISPUTE RESOLUTION**

#### 15.0 **Meeting to attempt to resolve disputes**

If a dispute arises under these GTCs, either party may at any time give written Notice to the other requesting that a meeting take place to seek to resolve the dispute. Nominated senior Liaison Officers of both parties must meet within 5 business days of the Notice and endeavour to resolve the dispute in good faith. If such meeting does not take place or if after 5 business days of the meeting the dispute remains unresolved, either party may pursue its rights at law.

#### 15.1 **Performance of obligations**

During a dispute, each party must continue to perform its obligations under these GTCs.

#### 15.2 **Interlocutory relief and right to terminate**

Clauses 15.0 and 15.1 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate these GTCs where these GTCs provides such a right.

### 16. **GOODS AND SERVICES TAX**

#### 16.0 **Recovery of GST on supplies and adjustments under these GTCs**

- (a) All consideration provided under these GTCs is exclusive of GST, unless it is expressed to be GST-inclusive.
- (b) Where a party (**Supplier**) makes a taxable supply to another party (**Recipient**) under or in connection with these GTCs and GST applies to that taxable supply, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by the Recipient at the later of the following:

- (i) The date when any consideration for the taxable supply is first paid or provided.
  - (ii) The date when the Supplier issues a tax invoice to the Recipient.
- (c) If, under or in connection with these GTCs, the Supplier makes an adjustment for a supply under the GST law which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.

**16.1 Other GST matters**

- (a) If a party is entitled to be reimbursed or indemnified under these GTCs, the amount to be reimbursed or indemnified is reduced by the amount of GST for which there is an entitlement to claim an input tax credit on an acquisition associated with the reimbursement or indemnity. The reduction is to be made before any increase under clause 16.0(b). An entity is assumed to be entitled to a full input tax credit on an acquisition associated with the reimbursement or indemnity unless it demonstrates otherwise before the date the reimbursement or indemnity is made.
- (b) This clause will not merge on completion and will survive the termination of these GTCs by any party.
- (c) The terms in this clause that are not otherwise defined in these GTCs have the meaning given to them in the GST Act.

**17. KEY REPRESENTATIVES**

**17.0 Liaison officers**

- (a) Each party will specify a Liaison Officer in accordance with this clause 17.0(a):
  - (i) Adapt Apps Liaison Officer will be the individual specified as such on the Adapt Apps website; and
  - (ii) Customer's Liaison Officer will be the Commercial Owner as specified by the Customer during the registration process.
- (b) The Liaison Officers will be responsible for the day to day administration of these GTCs on behalf of the party appointing them. In the case of Adapt Apps, the Liaison Officer will also be responsible for the day to day delivery of the Services and the supervision of all persons employed or engaged by Adapt Apps in providing the Services.
- (c) The Liaison Officers must be generally available and able to be contacted during normal business hours. A party must notify the other party should its Liaison Officer be removed or replaced, together with the contact details of its new Liaison Officer, or of any change to its Liaison Officer's contact details.
- (d) Each party will be responsible for the acts, omissions and defaults of its Liaison Officers. Any direction, instruction, Notice, approval or other communication made or given to a Liaison Officer will be deemed to have been made or given to the party appointing that person.

**17.1 Employees**

- (a) Adapt Apps must engage sufficient employees with the necessary skills, expertise, qualifications and training to carry out the Services.
- (b) Customer must make available sufficient employees which are suitably qualified or informed to assist or advise Adapt Apps on requirements, access and any other matter within Customer's knowledge or control which will assist Adapt Apps in complying with its obligations under these GTCs.

## 18. **NOTICES**

### 18.0 **Giving notices**

Any notice, consent, information, application or request that must or may be given or made to a party under these GTCs is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to Adapt Apps at the address set out at the beginning of these GTCs or to Customer at its address as provided to Adapt Apps, including via the Platform.
- (b) Emailed to that party at its email address provided by that party, including via the Platform.

### 18.1 **Change of address or email address**

If a party gives the other party 3 business days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address.

### 18.2 **Time notice is given**

- (a) Any notice, consent, information, application or request is to be treated as given or made at the following time:
  - (i) If it is delivered, when it is left at the relevant address.
  - (ii) If it is sent by post, two business days after it is posted.
  - (iii) If sent by email, when the sender receives an automated message confirming delivery, or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.
- (b) If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5.00 pm Australian eastern standard time on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## 19. **SUBCONTRACTING**

- (a) Adapt Apps may subcontract the performance of any of its obligations under these GTCs. Adapt Apps will not be relieved of any of its liabilities or obligations under these GTCs and is liable to Customer for the acts and omissions of its subcontractors to the same extent as if those acts or omissions were performed by Adapt Apps.
- (b) Adapt Apps must ensure that a subcontractor complies with all of the terms of these GTCs that are relevant to that subcontractor's role in providing the Services.

- (c) Adapt Apps will be Customer's sole point of contact regarding these GTCs, including with respect to payment.

20. **RECORDS**

Adapt Apps must generate and retain all records required by law and as are reasonably required to demonstrate Adapt Apps compliance with these GTCs for a minimum period of 12 months unless otherwise required by law.

21. **INSURANCE**

Adapt Apps must take out and maintain in force insurance policies with a reputable and financially sound insurer during the Term of these GTCs.

22. **WORK, HEALTH AND SAFETY**

- (a) Adapt Apps must ensure that any of its employees, Liaison Officers or subcontractors who have access to any Customer Site are aware of and comply with any reasonable Customer work, health and safety policies, standards, requirements and restrictions (**WHS Requirements**) notified by Customer to Adapt Apps in writing from time to time.
- (b) If Adapt Apps becomes aware of an accident or incident that occurs during the provision of the Services that does not comply with the WHS Requirements, Adapt Apps must as soon as practicable but no later than 24 hours from becoming aware of the accident or incident notify Customer of the accident or incident.
- (c) Adapt Apps must promptly notify Customer of any accident or incident, injury, fatality or property or environmental damage that occurs during the provision of the Services, including results of investigations into its cause, and any recommendations or strategies for future prevention.

23. **SANCTIONS AND CHANGES IN LAW**

23.0 Adapt Apps may, at its discretion, suspend or terminate, in whole or in part, these GTCs,, where:

- (a) a Sanction, government policy or change in law (of any jurisdiction) has been implemented that relates to, prevents or affects the provision of the Services under these GTCs;
- (b) a Sanction, government policy or change in law (of any jurisdiction) has been implemented that relates to or affects a country in which Customer operates, is located or headquartered; or
- (c) Adapt Apps reasonably believes that Customer engages in activity, either directly or indirectly, that does not comply with any Sanction, government policy or law (of any jurisdiction)

23.1 Customer is responsible for any additional fees, charges and costs that arise from a Sanction, government policy or change in law (of any jurisdiction), that are incurred by Adapt Apps in connection with the provision of the Services under these GTCs.

24. **PRECEDENCE**

24.0 The documents comprising these GTCs will be read in the following order of precedence:



- (a) The clauses of these GTCs (excluding the provisions of any other schedules, annexures or attachments to, or other documents incorporated by reference in, these GTCs); and
- (b) the provisions of any other schedules, annexures or attachments to, or other documents incorporated by reference in, these GTCs.

25. **MISCELLANEOUS**

25.0 **Approval and consent**

Except as otherwise set out in these GTCs, a party may give or withhold an approval or consent to be given under these GTCs in its absolute discretion and subject to any conditions determined by it. The party is not obliged to give its reasons for giving or withholding a consent or for giving a consent subject to conditions.

25.1 **Assignment**

- (a) Customer must not assign any of its rights or obligations under these GTCs without the prior written consent of Adapt Apps.
- (b) Adapt Apps may assign or transfer any of its rights or obligations under these GTCs at any time on notice to Customer.

25.2 **Costs**

Except as otherwise set out in these GTCs, each party must pay its own costs in relation to preparing, negotiating and executing these GTCs and any document related to these GTCs.

25.3 **Entire agreement**

These GTCs contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier agreement, or anything said or done by another party, or by a director, officer, agent or employee of that party, before these GTCs was executed, except as permitted by law.

25.4 **Further acts**

Each party must promptly execute all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete these GTCs and all transactions incidental to it.

25.5 **Governing law and jurisdiction**

These GTCs is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

25.6 **Joint and individual liability and benefits**

Except as otherwise set out in these GTCs, any covenant, agreement, representation or warranty under these GTCs by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

25.7 **No agency or partnership**

The relationship between the parties is that of principal and independent contractor. No party (or their respective employees, agents or contractors) is an agent, representative or partner of any other party by virtue of these GTCs.

25.8 **No authority to act**

No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party or pledge the credit of another party except as specifically provided in these GTCs or by express written agreement between the parties.

25.9 **Severability**

If a clause or part of a clause of these GTCs can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these GTCs, but the rest of these GTCs is not affected.

25.10 **Survival of indemnities**

Each indemnity in these GTCs is a continuing obligation, separate and independent from the other obligations of the indemnifying party and survives termination of these GTCs.

25.11 **Variation**

- (a) Either party may request a Change at any time during the Term, in accordance with the Change Procedure.
- (b) No Change will be of any force or effect unless it is in writing and signed by the parties to these GTCs.

25.12 **Waiver**

- (a) A waiver of any right, power or remedy under these GTCs must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under these GTCs, does not amount to a waiver

26. **DEFINITIONS AND INTERPRETATIONS**

26.0 In these GTCs the following definitions apply:

**Access Credentials** means the usernames, passwords and other credentials enabling User access to the Services, including both access credentials for the User Interface and access credentials for the API.

**Adapt Apps Acceptable Use Policy** means the policy found at [www.adaptapps.com.au](http://www.adaptapps.com.au).

**Affiliate** means an entity that Controls, is Controlled by, or is under common Control with Customer.

**API** means the application programming interface for the Services.

**Commercial Owner** means the person specified by the Customer as the billing owner in the Adapt Apps registration process.

**Change** means any change to these GTCs or to the Services.

**Change of Control** means a change in the Control (as that term is defined by the *Corporations Act 2001* (Cth)) of an entity from that which existed at the date of these GTCs.

**Change Control Note** has the meaning given to that term in paragraph 26.1(b) of Schedule 3.

**Change Procedure** means the procedure set out in Schedule 3.

**Change Request** has the meaning given to that term in clause 26.1(a) of Schedule 3.

**Customer** means the legal entity entering into the GTCs on behalf of itself and its Affiliates to access or use the Services by logging into the Adapt Apps Platform.

**Customer Data** means all data and information relating to Customer and its operations, facilities, customers, personnel, assets and programs in whatever form that information may exist and whether entered into, stored in, generated by or processed as part of the Adapt Apps obligations under these GTCs.

**Commencement Date** has the meaning given to that term in clause 0(b).

**Confidential Information** means any of the following:

- (a) any information provided by Customer or its Liaison Officer to Adapt Apps or its Liaison Officer, or otherwise obtained by Adapt Apps or its Liaison Officer, whether obtained before or after execution of these GTCs, in connection with Customer, the Services provided under these GTCs.
- (b) all information provided by a party or any of its Liaison Officers to the other party, or otherwise obtained by the other party or its Liaison Officers, whether obtained before or after execution of these GTCs, in connection with these GTCs or the other party's confidential business information, documents, records, financial information, reports, technical information and forecasts which relate to the other party's business.
- (c) the terms and conditions of these GTCs.

It does not include either of the following:

- (a) information which is in or becomes part of the public domain, other than through a breach of these GTCs or an obligation of confidence owed to a party under these GTCs.
- (b) which a party can prove by contemporaneous written documentation was independently acquired or developed without breaching any of the obligations set out in these GTCs.

**Control** has the meaning given in section 50AA of the *Corporations Act 2001* (Cth) or any section which replaces that section from time to time (and "Controlled" should be construed accordingly).

**Corporations Act** means the *Corporations Act 2001* (Cth) and any regulations made under it.

**CPI** means the Consumer Price Index as first published for a quarter by the Australian Bureau of Statistics.

**Disruption** means an event (which may include a Force Majeure Event) that has, or is likely to have, a material adverse effect on the provision of the Services or the business operations of Adapt Apps or Customer and which cannot be managed within the context of normal operating procedures.

**Documentation** means the documentation for the Services produced by Adapt Apps and made available to Customer.

**Force Majeure Event** means any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations under these GTCs and that is beyond the control of the relevant party, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labour dispute (outside of Adapt Apps own employees), government act, or failure of the Internet.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** in relation to a person means anything that reasonably indicates that there is a significant risk that that person is or will become unable to pay its debts as they fall due. This includes any of the following:

- (a) A meeting of the person's creditors being called or held.
- (b) A step being taken to make the person bankrupt or to wind the person up.
- (c) The appointment of a controller or administrator as defined in section 9 of the *Corporations Act 2001* (Cth).
- (d) The person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors.
- (e) The person being made subject to a deed of company arrangement.
- (f) A step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the person or any of its assets.

**Intellectual Property** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

**Liaison Officer** means the person specified as a liaison officer by each party in accordance with clause 17.0(a).

**Notice** means a notice given in accordance with clause 18.

**Open Source Software** means computer software that includes source code, supplied to or obtained by a person under a license which conforms to the open source definition as promulgated by the Open Source Initiative (**OSI**), and regardless of whether the license is approved by the OSI.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Personnel** means officers, employees, secondees, agents, contractors and subcontractors of either Adapt Apps or Customer including officers, employees, secondees, agents and contractors of any subcontractors or Affiliates of either Adapt Apps or Customer.

**Platform** means a toolkit that enables Customer to automate and integrate from old systems to new systems, either through API's or through an application available on a mobile device or computer.

**Privacy Act** means *Privacy Act 1988* (Cth).

**Regulatory Change** means any Change in response to any addition or amendment to, or revocation of, any applicable law and any new applicable law.

**Sanction** means any economic or trade sanction administered or enforced by any international, multinational, national, federal, state, regional, provincial or local government, governmental or public department, court, commission, bureau, agency, ministry or other governmental or quasi-governmental instrumentality or entity, or subdivision, agent, commission, board or authority of any of the foregoing.

**Services** means the services, software or applications supplied by Adapt Apps to Customer under these GTCs.

**Site** means the applicable location, if any, at which any on-site Services are to be provided by Adapt Apps pursuant to these GTCs.

**Supported Web Browser** means the current release from time to time of Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that AdaptApps agree in writing shall be supported.

**Term** has the meaning given to it under clause 1(a).

**Third Party Services** means those services provided to Customer by Customer's suppliers or any other third party which upon request by Customer may be integrated with the Services by Adapt Apps from time to time in accordance with these GTCs.

**User** means those persons that Customer has permitted to access and use the Services on Customer's behalf under these GTCs.

**User Interface** means the interface for the Services designed to allow individual human Users to access and use the Services.

26.1 In these GTCs, unless the context otherwise requires:

- (a) A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of these GTCs.
- (b) A reference in these GTCs to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced from time to time.
- (c) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to these GTCs.
- (d) Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

- (e) A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
- (f) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- (g) A reference to any party to these GTCs, where that party is made up of more than one person, includes each of them severally.
- (h) Any agreement, covenant, representation, warranty, undertaking or liability arising under these GTCs on the part of two or more persons is to be taken to be made or given by such persons jointly and severally.
- (i) A reference to 'dollars' or '\$' means Australian dollars
- (j) The schedules and attachments form part of these GTCs.
- (k) References to the word 'include' or 'including' are to be interpreted without limitation.
- (l) A reference to a time of day means that time of day in the place whose laws govern the construction of these GTCs.
- (m) A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place whose laws govern the construction of these GTCs.
- (n) Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- (o) A term of these GTCs which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.



**Rates and Charges**

1. **RATES AND CHARGES**

<b>SUBSCRIPTION TYPE</b>	<b>MONTHLY COST PER END USER (EX GST)</b>
Free Tier	\$0 per user per month
Small & Medium Business ( <b>SMB</b> ) Tier	\$25 per user per month

*\*All travel or expenses will be passed through to Customer on agreement between the parties*



**SCHEDULE 2**

**Third Party Terms**

*[Insert applicable links/terms to third party terms/EULAs that apply to the Services]*

<b>APPLICABLE SERVICE(S)</b>	<b>THIRD PARTY SUPPLIER</b>	<b>LINK TO THIRD PARTY TERMS AND CONDITIONS</b>
[insert]	[insert]	[insert]

**SCHEDULE 3****Change Procedure****0. Introduction****0.0 Application**

- (a) Schedule 3 will apply to the processing and approval or rejection of all Changes, including Regulatory Changes.

**1. Procedure****1.0 Submission of Change Requests**

- (a) Each party (**Requesting Party**) may from time to time request a Change by procuring that its Liaison Officer submit to the Liaison Officer of the other party (**Receiving Party**), a completed Change Request in the form set out in Appendix 1 to this Schedule 3 or such other form as agreed between the parties from time to time specifying, in as much detail as is reasonably practicable, the nature of the Change (**Change Request**). A Change Request is not valid unless it is signed by the Requesting Party's Liaison Officer and acknowledged as a Change Request by the Receiving Party's Liaison Officer. The Receiving Party must immediately notify the Requesting Party of any invalid Change Request.
- (b) The Receiving Party will promptly and in good faith consider each Change Request. The Requesting Party must provide such further information in connection with a Change Request as the Receiving Party may reasonably require for its proper consideration.

**1.1 Impact Assessments**

- (a) Adapt Apps will provide Customer:
  - (i) as part of any Change Request submitted by Adapt Apps; or
  - (ii) following receipt of a Change Request from Customer, except where Adapt Apps has rejected Customer's Change Request, within the period to be agreed between the parties taking into consideration the nature and scope of the proposed Change (but which in any event will not exceed 28 days from the date of issue of the Change Request, unless otherwise agreed in writing between the parties),with an impact assessment in accordance with paragraph 1.1(b) of this Schedule 3 (**Impact Assessment**).
- (b) The Impact Assessment shall be a brief written assessment of the impact of the proposed Change on, and the performance of, the Services and shall include the following minimum information:
  - (i) details of the expected timetable for implementation of the Change;
  - (ii) the proposed increased and/or additions to the charges for the Change in sufficient detail for Customer to understand the impact to the charges;
  - (iii) details of the impact of the proposed Change on these GTCs (including any impact to the Services); and
  - (iv) any changes to these GTCs reasonably required as a result of the Change Request (including any changes to the Services).

1.2 **Implementation of Change Requests**

- (a) As soon as reasonably practicable (but in any event no later than 14 days after receipt, unless otherwise agreed in writing) following receipt of:
  - (i) a Change Request from Customer, Adapt Apps will notify Customer whether it approves or rejects the Change Request or has feedback on the Change Request (including any proposed amendments to be made in order for Adapt Apps to be able to approve the Change Request);
  - (ii) an Impact Assessment from Adapt Apps in accordance with paragraph 1.1(a) of this Schedule 3, Customer will notify Adapt Apps whether it approves or rejects the Change Request or has feedback on the Change Request (including any proposed amendments to be made in order for Adapt Apps to be able to approve the Change Request); and
  - (iii) an Impact Assessment from Adapt Apps in accordance with paragraph 1.1(a) of this Schedule 3, Customer will notify Adapt Apps whether it wishes to proceed with or retract Customer's proposed Change in light of Adapt Apps Impact Assessment.
- (b) Once the recipient of a Change Request has approved the Change, Adapt Apps shall produce a change control note documenting the approved Change in the form set out in the Appendix 2 to this Schedule 3 (**Change Control Note**) and issue this for signature by each party. If the Change Control Note accurately reflects the Change Request and Impact Assessment, Customer will, within 3 business days, execute the Change Request. If the Change Control Note does not accurately reflect the Change Request and Impact Assessment, Customer will mark up the Change Control Note with necessary amendments to correct it and return it to Adapt Apps within 3 business days. Once the Change Control Note has been signed by each party, the Change will be authorised and these GTCs shall be amended as specified in the Change Control Note.
- (c) Adapt Apps shall implement each Change in accordance with the approved Change Control Note. Neither Adapt Apps nor Customer will proceed with any work in relation to a Change until the applicable Change Control Note has been signed by both parties.
- (d) Customer agrees to provide such relevant business expertise as reasonably required by Adapt Apps to assist Adapt Apps with the Documentation of the business requirements and analysis of the business rules for the implementation of a Change.

1.3 **Costs**

- (a) Each party must pay its own costs of complying with the Change Procedure, provided that where the preparation or negotiation of an Impact Assessment or Change Note would require Adapt Apps to incur third party costs, Adapt Apps will first obtain and provide to Customer an estimate of such costs and not proceed to incur (or be required to incur) those costs until such time as Customer has provided its approval of the applicable estimate and commitment to pay same.

**Appendix 1**  
**Template Change Request Form**  
**Change Request**

Serial number:.....

Services provided to Customer by Adapt Apps.

Originator (please tick accordingly):

Adapt Apps:

Customer:

Detailed description of proposed Change	
Nature of proposed Change	Adapt Apps requested Change <input type="checkbox"/> Customer requested Change <input type="checkbox"/>
If the Change is required to implement a Regulatory Change, details of the Regulatory Change and how the proposed Regulatory Change will ensure compliance	
Reasons for proposed Change	
Potential impact of Change on the charges Including, to the extent applicable, any business case created and agreed to by the parties	
Potential impact of Change on these GTCs (including any impact to the Services)	
Expected timetable for implementation	
Any other relevant details	
Potential amendments required to the agreement to implement the Change	

(Authorised Person of Originator)

(Date of Change Request)

Confirmation that this Change Request is agreed:

**Adapt Apps**

**Customer**

**Appendix 2**  
**Template Change Control Note**  
**Change Control Note**

Serial number:.....

Services provided to Customer by Adapt Apps.

Originator (please tick accordingly):

Adapt Apps:

Customer:

Detailed description of agreed Change	
Nature of agreed Change	Adapt Apps requested Change <input type="checkbox"/> Customer requested Change <input type="checkbox"/>
If the agreed Change is required to implement a Regulatory Change, details of the Regulatory Change and how the agreed Regulatory Change will ensure compliance	
Reasons for agreed Change	
Impact of agreed Change on the charges including, to the extent applicable, any business case created and agreed to by the parties	
Impact of agreed Change on these GTCs (including any impact to the Services)	
Timetable for implementation	
Any other relevant details	
Amendments required to the agreement to implement the agreed Change	

Ancillary documents required to implement the agreed Change (together with responsibility for delivery)	
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(Authorised Person of Originator)

(Date of Change Control Note)

Confirmation that this Change Control Note is agreed:

**Adapt Apps**

**Customer**

