

## Professional Services Schedule

Centra Networks Pty Ltd (ACN 107 228 937)

Last updated: 24 March 2026

### 1. About this Service Schedule

- 1.1. This Service Schedule only applies in respect of an Order that expressly requires us to supply one or more of the following services to you (each a **Professional Service** and collectively, the **Professional Services**):
  - (a) General Consulting Services
  - (b) Scoping Services
  - (c) Implementation Services
  - (d) Project Management Services
  - (e) Ad Hoc Technical Support Services
  - (f) Data Migration Services
  - (g) Training Services
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise an Agreement.
- 1.3. In this Services Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Services Schedule that are not otherwise defined in this Services Schedule have the meanings given to them in our Terms of Service.

### 2. Engagement Types

- 2.1. The type of engagement is set out in the Order. In particular:
  - (a) each Order will set out:
    - (i) the Professional Service(s) that we will provide;
    - (ii) a specified number of hours that we will provide the relevant Professional Services to you for (**Fixed Hours Engagement**);
    - (iii) an estimate of the Fees for the Professional Services, calculated on a time and materials basis in accordance with the rates set out in the Order (**Time & Materials Engagement**); or
    - (iv) a combination of one or more Fixed Hours Engagements and Time & Materials Engagements;
- 2.2. If you engage us on a Fixed Hours Engagement:
  - (a) it may not be possible for us to achieve your objectives or any milestone during the fixed number of hours that you engage us for;
  - (b) once the specified number of hours has been exhausted, we will have no further obligation to continue to provide the relevant Professional Services unless you agree to further engage us for an additional fee.
- 2.3. If you engage us on a Time & Materials Engagement:
  - (a) we will use our best endeavours to deliver the Professional Services within the estimate set out in the Order;
  - (b) any estimate that we give you is non-binding;
  - (c) if it becomes apparent to us that we are likely to exceed our estimate, we will notify you and provide you with a revised estimate, and if you do not approve the revised estimate within the time requested by us, you can terminate the Time & Materials Engagement if you decide you do not wish to continue with the Time & Materials Engagement.

### 3. Invoicing, rates and expenses

- 3.1. Unless expressly specified otherwise in an Order, any invoice for Professional Services shall be due within thirty (30) days of the date of any invoice we issue to you for Professional Services.
- 3.2. if you require our Personnel to work in the evenings, weekends or on public holidays subject to availability, we will do so at your written request at our after-hours rates. For clarity, after-hours work is any work performed outside of Business Hours on Business Days.
- 3.3. Our Professional Services will be performed from our offices or other remote locations selected by us, or delivered online, unless otherwise agreed.
- 3.4. You will be responsible for all costs and expenses of our Personnel in connection with Professional Services for any onsite attendance, and where our Personnel travel interstate, with respect to accommodation, meals and transport (collectively, **Additional Expenses**). You must reimburse us for all Additional Expenses within 7 days of the date of any invoice we issue to you for Additional Expenses.

### 4. General Consulting Services

- 4.1. If consulting services are specified in an Order (**General Consulting Services**), we will provide the General Consulting Services in accordance with the Agreement.
- 4.2. We are not responsible for any loss or damage suffered or incurred by you resulting from your failure to follow any advice or recommendation that we provide in the course of supplying General Consulting Services to you.
- 5. Scoping Services**
- 5.1. If scoping services are specified in an Order (**Scoping Services**) we will provide the Scoping Services in accordance with the Agreement, including by:
- (a) carrying out the analysis, investigation and evaluation of the components of your information technology environment and infrastructure specified in the Order (**Relevant Components**); and
  - (b) supplying the deliverables specified in the Order (**Scoping Deliverables**), subject to you making the Relevant Components available to us that we reasonably require in order to prepare the Scoping Deliverables.
- 5.2. The Scoping Services do not include implementation of any recommendations or the provision, implementation, licensing or supply of any products and services (or the associated planning) described in the Scoping Deliverables. All such products and services can be provided as part of our Implementation Services, subject to you and us agreeing to our supply of the Implementation Services).
- 5.3. If a Scoping Deliverable specifies any fees, rates or estimates, they are subject to change except in respect of validity period expressly set out in a Scoping Deliverable.
- 6. Implementation Services**
- 6.1. If implementation, installation, setup or configuration services are specified in an Order (**Implementation Services**), we will implement, install, setup or configure (as set out in the Order) the products and services specified in the Order in accordance with the Agreement (**Implementation Services**).
- 6.2. Where an Order specifies that we will provide a project plan for the delivery of Implementation Services, we will carry out the Implementation Services in accordance with an agreed project plan (**Project Plan**).
- 6.3. Each party must promptly notify the other party if it anticipates that it will fail to meet any timeframe for its responsibilities specified in a Project Plan.
- 6.4. If any products fail to pass acceptance tests specified in or attached to a Project Plan (if any) (**Implementation Tests**), and we can demonstrate that the reason for the failure or non-compliance with the applicable Implementation Tests was caused by an issue or defect in Your Equipment or an issue, incompatibility or defect in or with your technical environment, or due to your failure to comply with the Project Plan, then you must promptly correct or procure the correction of the relevant issue or defect and we will re-test the relevant products and services in accordance with the Project Plan and Implementation Tests.
- 7. Project Management Services**
- 7.1. If project management services are specified in an Order (**Project Management Services**), we will manage the project specified in the Order (**Project**) in accordance with the Agreement.
- 7.2. We will appoint a project manager (**Project Manager**) to oversee the supply of the Project as part of the Project Management Services.
- 7.3. The Project Management Services include:
- (a) management of the Personnel involved in the Project, in relation to the Project;
  - (b) status updates and progress reports on the Project; and
  - (c) meetings between the Project Manager and in relation to the Project.
- 7.4. Except as set out otherwise in the Order, the Project Management Services only include management of the Personnel named in the Order, weekly status updates, monthly progress reports and monthly meetings and all meetings will be held remotely.
- 8. Ad Hoc Technical Support Services**
- 8.1. If ad hoc technical support services are specified in an Order (**Ad Hoc Technical Support Services**), we will provide the Ad Hoc Technical Support Services in accordance with the Agreement.
- 8.2. The Ad Hoc Technical Support Services allow you to make requests to us in respect of:
- (a) adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts, when requested by your End Users, in respect of the software and systems that the Order expressly states will be covered by the Ad Hoc Technical Support Services;
  - (b) the provision of ad hoc responsive technical support (**Responsive Technical Support**) in response to errors reported by your Personnel in respect of the software and systems that the Order expressly states will be covered by Ad Hoc Service Request Services; and
  - (c) providing other ad hoc technical support services that we may agree to provide, in response to a request for such services from your Personnel.

- 8.3.** Responsive Technical Support will be provided with respect to any supported product or service specified in the Order that is expressly set out therein as being covered by Responsive Technical Support (each, a **Supported Item**) as follows:
- (a) we will operate a support helpdesk through which your Personnel may request technical support from us by telephone or email (using a telephone number and email address that we specify for such purposes) (**Support Request**) if the Supported Item is repeatedly not operating in accordance with the Specifications (**Error**);
  - (b) if you issue a Support Request, we will:
    - (i) acknowledge receipt of the Support Request and assign a priority to the Error based on the severity level;
    - (ii) provide you with updates on the status of the Support Request and the time anticipated by us for resolution;
    - (iii) subject to you having a valid support contract with the relevant vendor or manufacturer of the Supported Item, where requested by you, escalate the Support Request to the relevant vendor or manufacturer of the Supported Item for resolution where we consider it prudent to do so; and
  - (c) use our best endeavours to resolve the Error in accordance with any response and resolution times specified in the Order.
- 8.4.** In order to resolve an Error with a Supported Item we may need to temporarily suspend the operation of the Supported Item and you hereby authorise us to do so. We will notify you in advance if we need to suspend any Supported Item.
- 8.5.** A Support Request will be considered resolved for the purposes of the Agreement when the Supported Item performs materially in accordance with the Specifications.
- 8.6.** You agree that:
- (a) you must ensure that all Supported Items and any use thereof complies with and is used in accordance with all Applicable Laws and manufacturer instructions;
  - (b) you must not do anything or permit anything to be done by any third party which would compromise or damage the efficient operation or security of any Supported Item;
  - (c) we are not liable for any non-performance of a Supported Item to the extent caused by your or a third party's actual or attempted modification, update, upgrade, repair or tampering with any Supported Item; and
  - (d) we are not required to provide Ad Hoc Technical Support Services in respect of any item that is not covered by a valid support contract with the relevant vendor or manufacturer;
  - (e) we are not required to provide software development, replacement parts or dismantling of any hardware as part of Ad Hoc Technical Support Services; and
  - (f) we do not warrant or represent that we will be able to resolve all Errors.
- 9. Data Migration Services**
- 9.1.** If data migration services are specified in an Order (**Data Migration Services**), we will provide the Data Migration Services in accordance with the Agreement.
- 9.2.** The Data Migration Services are limited to the following tasks:
- (a) the development of a data migration and deployment strategy (**Migration Plan**) for the migration of data from the database or storage location specified in the Order (**Legacy Data**) to a target database (**Target Database**);
  - (b) extracting the Legacy Data;
  - (c) converting the Legacy Data into a format suitable for the target database specified in the Migration Plan (**Converted Data**); and
  - (d) importing the Converted Data into the target database, as specified in the Order.
- 9.3.** You are responsible for ensuring the integrity of the Legacy Data and Converted Data, the de-duplication of the data, assisting us with data extraction and providing data translation maps, where required by us.
- 9.4.** We will use reasonable endeavours to ensure that the Converted Data is successfully integrated with and compatible with the Target Database, but will not be liable for any incompatibility caused by any modification of your technical environment, the Target Database or your systems that we have not approved in writing as being covered by the Data Migration Services.
- 9.5.** You represent and warrant that you have the right to engage us to transfer any Legacy Data (whether in the form of Converted Data or otherwise) to the Target Database.
- 10. Training Services**
- 10.1.** If training services are specified in an Order (**Training Services**), we will provide the Training Services in accordance with the Agreement.
- 10.2.** We will provide the Training Services to your Personnel specified in the Order on the allocated number of days set out in the Order, at mutually agreed times.
- 10.3.** In respect of such services:

- (a) it is the responsibility of the Personnel who receive the services to ensure that they attend at all sessions scheduled by us, and that they apply themselves during the sessions to ensure that the sessions are meaningful and productive; and
- (b) the services will be provided at a level that assumes that the Personnel who receive them have basic knowledge in the products and services that the services are being provided in respect of.