

Schedule 2

Project Services Terms and Conditions

This Schedule 2 applies to Project Services performed by CloudBlue under the Master IT Services Agreement (MSA). Capitalised terms have the meanings given in the MSA unless otherwise defined in this Schedule.

1. Project

1.1 Scope

- a) The scope of each Project is limited to what is expressly described in the applicable Work Order, including any assumptions, exclusions, deliverables, milestones, and acceptance criteria.
- b) Any work requested by the Customer that is outside scope is a **Change** and must be managed under the Change Control process in the MSA. CloudBlue may, but is not obliged to, perform out-of-scope work.

1.2 Exclusions

Unless expressly included in a Work Order, the following are excluded from the Project scope and may be provided only under a separate Work Order or on a time-and-materials basis:

- a) services outside CloudBlue's standard business hours;
- b) travel, accommodation, and on-site attendance costs;
- c) remediation required because of unapproved changes to the Customer Environment or Customer Equipment;
- d) delays or rework caused by failure to provide or complete Customer Dependencies on time;
- e) incident response, recovery, forensic investigation, or remediation related to a Data Breach, cyber incident, ransomware, or security compromise;
- f) work arising from Hardware failure where warranty/support coverage is not in place or has lapsed; and
- g) anything not explicitly included in the Work Order (including subsequent enhancements, optimisation, or training beyond what is stated).

1.3 Project delivery and timetable

- a) Subject to payment of applicable Fees and provision of Customer Dependencies, CloudBlue will deliver the Project in accordance with the Work Order.
- b) Unless a Work Order expressly states a "fixed date with liquidated damages" (which is uncommon and must be explicit), Project dates and timeframes are **targets** and are subject to change where impacted by dependencies, third parties, approvals, or environmental changes.
- c) Where third-party suppliers are required for any part of the Project, CloudBlue may provide the Customer with

relevant third-party terms, lead times, constraints, and prerequisites that may affect delivery.

1.4 Customer Dependencies

- a) The Customer must provide all Customer Dependencies by the dates and in the form specified in the Work Order or reasonably requested by CloudBlue.
- b) Customer Dependencies commonly include (without limitation): access to sites/systems, admin credentials, licensing, network readiness, nominated decision makers, approvals, test users, sample data, vendor contacts, and required customer-side configuration tasks.
- c) Where Customer Dependencies are not provided on time, CloudBlue may re-baseline the Project timetable, resourcing, and Fees as a Change.

1.5 Reliance on Customer-supplied information

CloudBlue may rely on information and materials supplied by the Customer. CloudBlue is not liable for delay, non-performance, or defects to the extent caused or contributed to by incomplete, inaccurate, outdated, or misleading information supplied by or on behalf of the Customer.

1.6 Technical feasibility and pre-checks

- a) CloudBlue's obligations are conditional on CloudBlue completing reasonable technical feasibility checks (where applicable) and confirming that the Project is technically viable within the constraints of the Customer Environment and the Work Order.
- b) If CloudBlue identifies feasibility issues, CloudBlue may propose a Change, alternative approach, revised scope, or revised Fees.

1.7 Material change to Customer Environment

- a) The Customer must provide CloudBlue with access to the Customer Environment required for Project delivery.
- b) If CloudBlue reasonably determines that the Customer Environment has materially changed compared to the assumptions or baseline described in the Work Order, CloudBlue may:
 - i. suspend affected work until the parties agree a Change Proposal; and/or

- ii. revise the timetable, approach, and Fees under the Change Control process.

1.8 Customer acknowledgements regarding delays and rework

- a) CloudBlue is not responsible for failure to meet Project targets where caused or contributed to by the Customer, Customer Personnel, third parties, or Force Majeure.
- b) If Project delivery is delayed or altered due to any of the following:
 - i. suspension under the MSA (including for non-payment or risk management);
 - ii. delivery conditions materially different from what was reasonably anticipated;
 - iii. changes in timing, complexity, or sequencing; or
 - iv. incorrect assumptions or limitations in the Work Order, then CloudBlue may:
 - (v) adjust the Project timetable as reasonably required; and
 - (vi) charge reasonable additional costs and time-and-materials rates for additional effort and expenses; and
 - (vii) increase Fees for amended or revised deliverables required as a result.

1.9 Location and safety

- a) Where on-site delivery is required, the Customer must provide CloudBlue Personnel with a safe workplace and comply with all applicable work health and safety obligations.
- b) The Customer indemnifies CloudBlue for loss arising from unsafe site conditions to the extent caused by the Customer's breach of this clause (excluding CloudBlue's negligence).

2. Software, Equipment and Hardware

2.1 CloudBlue-provided Software and Equipment

- a) Unless expressly sold as Hardware, all Software and Equipment supplied by CloudBlue remains CloudBlue property.
- b) The Customer must not sell, transfer, modify, repair, tamper with, or part with possession of CloudBlue Equipment without CloudBlue's written consent.
- c) The Customer must operate and protect CloudBlue Equipment in accordance with CloudBlue instructions and any manuals.

2.2 Hardware procurement and sale

- a) Where CloudBlue supplies Hardware under a Work Order, that supply is separate from Project Services.
- b) Risk in Hardware passes on delivery. Title passes after full payment, unless the Work Order states otherwise.
- c) Hardware warranties and support are provided by manufacturers or vendors unless expressly stated.
- d) To the maximum extent permitted by law, CloudBlue disclaims warranties about Hardware fitness for a particular purpose unless included in a Work Order.

2.3 Delivery and acceptance of Hardware/Equipment

- a) CloudBlue may deliver Hardware/Equipment in instalments.
- b) Hardware/Equipment is deemed accepted unless the Customer notifies CloudBlue of material defects within five (5) Business Days of delivery or installation.

2.4 Customer Equipment

Except to the extent caused by CloudBlue's negligence, the Customer is responsible for Customer Equipment and its suitability, licensing, configuration, and operation. The Customer indemnifies CloudBlue against Claims arising from Customer Equipment.

3. Acceptance

3.1 Acceptance testing

- a) Unless the Work Order specifies otherwise, CloudBlue will provide the Deliverables to the Customer for acceptance testing.
- b) The Customer has five (5) Business Days after delivery to test against the acceptance criteria stated in the Work Order.

3.2 Revision notice and rectification

- a) If a Deliverable fails acceptance testing, the Customer must provide a written **Revision Notice** within the acceptance period, describing:
 - i. the specific acceptance criteria not met;
 - ii. reproducible steps/evidence; and
 - iii. the impact on operation.
- b) CloudBlue will assess the Revision Notice and, where a **Defect** is validated, will use reasonable efforts to remediate and re-submit the Deliverable within thirty (30) Business Days (or another period stated in the Work Order).
- c) Unless the Work Order states otherwise, the rectification/re-test cycle in this clause will occur **no**

more than once. Further changes or enhancements constitute a Change.

3.3 Acceptance and deemed acceptance

- a) If Deliverables meet the acceptance criteria, the Customer must confirm acceptance in writing.
- b) Deliverables are deemed accepted if:
 - i. the acceptance period expires without a valid Revision Notice; or
 - ii. the Customer deploys the Deliverables to production, uses them in a live environment, or permits business-as-usual use.
- c) On acceptance or deemed acceptance, all Fees associated with the Deliverables become due and payable in accordance with the Work Order.

- d) the Customer Environment is in working order and is suitable for the Project; and
- e) it will maintain a safe workplace for any on-site activities.

4. Customer obligations (Project-specific)

4.1 General project obligations

The Customer must:

- a) complete Customer Dependencies in accordance with the Work Order;
- b) provide timely instructions, decisions, and approvals;
- c) provide access to personnel and systems required for Project delivery; and
- d) provide accurate and complete information.

4.2 Site readiness (where applicable)

Where on-site works are required, the Customer must at its expense:

- a) prepare and provide access to the Location;
- b) ensure adequate power, workspace, and facilities;
- c) ensure cabling frames, sockets, and network access are serviceable;
- d) obtain all required consents, permits, and approvals for installation and access; and
- e) ensure CloudBlue can access relevant equipment and systems.

4.3 Customer warranties

The Customer warrants that:

- a) Customer-provided materials and Dependencies do not infringe third-party rights and are lawful to use;
- b) information supplied is true, complete, accurate, and not misleading;
- c) it owns or has the right to use all systems, IP addresses, domains, and relevant components in the Customer Environment;

5. Materials and intellectual property

5.1 Customer Materials

- a) The Customer retains ownership of IP in materials provided by the Customer to CloudBlue (Customer Materials).
- b) The Customer grants CloudBlue a non-exclusive licence to use Customer Materials to deliver the Project and perform CloudBlue obligations.

5.2 CloudBlue Materials and Developed IP

- a) CloudBlue retains ownership of CloudBlue Materials and Developed IP, subject to the licences granted under the MSA.
- b) On full payment of all Fees, CloudBlue grants the Customer a non-exclusive licence to use CloudBlue Materials and Developed IP solely for its internal business purposes and to receive the benefit of the Deliverables, in accordance with the MSA.

6. Fees and payment (Project-specific)

6.1 Fees

Fees are as set out in the Work Order and payable in accordance with the MSA and Work Order terms.

6.2 Milestone payments

Where milestone payments apply:

- a) milestone payments are instalments of the total Fees and are payable on the dates stated in the Work Order;
- b) milestone allocations are administrative and do not necessarily reflect effort expended on any given milestone; and
- c) if a Work Order or the MSA is terminated, CloudBlue is entitled to payment for work performed and committed costs up to termination, regardless of milestone status, consistent with the MSA.

7. Project security deposit (if applicable)

7.1 Security deposit

If a Work Order requires a deposit, the Customer must pay it before commencement.

7.2 Application and return

CloudBlue may apply the deposit to overdue amounts or termination charges. Any remaining balance will be refunded within ten (10) Business Days after final reconciliation following expiry/termination, unless the Work Order specifies otherwise.

8. Data, security, vulnerabilities, and limitations (Project-specific)

8.1 Data loss and restoration

- a) Unless the Work Order expressly includes backup, migration validation, rollback, or disaster recovery activities, the Customer remains responsible for backups and recovery planning.
- b) Where CloudBlue performs data migration, CloudBlue's responsibility is limited to performing the migration steps described in the Work Order and any agreed validation checks.
- c) CloudBlue is not liable for data loss, corruption, or unavailability to the extent caused by:
 - i. Customer actions/omissions;
 - ii. pre-existing conditions in the Customer Environment;
 - iii. third-party outages or defects;
 - iv. malware or compromise not caused by CloudBlue's breach; or

- v. Hardware failure outside support/warranty.

8.2 Third-party vulnerabilities and supplier constraints

- a) Where Deliverables rely on third-party products or services, vulnerabilities, patch availability, and vendor remediation timelines are outside CloudBlue's control.
- b) CloudBlue may recommend mitigations or configuration changes; implementation may require Customer approval and may constitute a Change if out of scope.

9. Definitions (Schedule-specific)

In this Schedule:

Acceptance Testing means the testing process described in clause 3.1 or as specified in the Work Order.

Customer Dependencies means the Customer Materials, inputs, approvals, access, licences, resources, and tasks the Customer must provide for CloudBlue to deliver the Project, as described in the Work Order or reasonably required.

Defect means a material failure of a Deliverable to perform in accordance with the acceptance criteria in the Work Order, excluding issues caused by Customer Environment, Customer Equipment, third-party failures, or out-of-scope changes.

Milestone, Milestone Date, Milestone Payment, Payment Date, Project Timetable, and Revision Notice have the meanings stated in the Work Order (or, if not stated, their ordinary commercial meanings consistent with this Schedule).

All other capitalised terms have the meanings given in the MSA.