

1. SCOPE

- 1.1 These Product Notes apply when the Customer purchases a licence to use or access HR Solutions (the "Service(s)"). Capitalised terms used in these Product Notes are defined in the order form or the master or general terms applicable to the Service.
- 1.2 If there is a conflict between these Product Notes and any other document forming the Agreement, the order of precedence is as follows: order form, statements of work, Product Notes and general or master terms and conditions.

2. OUR OBLIGATIONS

2.1 Implementation.

- (a) We will design a custom-built internet job board (the "Job Board") and (where applicable) set the parameters corresponding to your required use of the Service.
- (b) We will complete all unit, system and performance testing prior to your User Acceptance Testing ("UAT") of the Service.
- (c) Following your UAT, we will make such adjustments as are reasonable and necessary to address any issues that you raise.
- (d) We will make all reasonable efforts to provide the Service within the time specified in the order form and with all reasonable care, competence and diligence, and assign sufficient personnel to provide the Service.
- (e) We may choose and substitute personnel assigned by us to provide the Service at any time during the Term.

- 2.2 **Support.** The following ongoing support shall be provided during the Service in consideration of your timely payment of the Fees set out in the order form or a renewal term invoice: (a) any problem solutions as such solutions become known and published by us; (b) corrections to material problems that we are able to reproduce and/or diagnose; (c) enhancements to the Service that we elect to incorporate into and make a part of the Service and that we do not separately market; (d) telephone support reasonably required for the use and maintenance of the Service; (e) and any additional support services agreed between us.

- 2.3 **Exclusions.** Support services to be provided by us do not include support of or for (a) software not properly used or used in an operating environment not designated in the minimum recommended technical requirements; or (b) support required because of a failure to undertake the training provided by us.

2.4 Additional Services.

- (a) We reserve the right to charge you an additional charge for any additional services which include, without limitation, provision of assistance by us in relation to: (a) additional work undertaken by us because of delay on your part; (b) any query from you that does not relate to the basic functionality of the Service; (c) any services required to better utilise, customise or modify, adapt, develop or expand the Service or change its functionality; (d) on-site attendance at your premises at your request; (e) issues that are already covered in any training manuals, configuration documents, service levels and user guides supplied as part of the Service; (f) issues that reveal that the minimum recommended technical requirements are not satisfied; (g) issues requiring a response due to the relevant user not having undertaken training; (h) requests for additional training; and (i) services that are required outside of the business day.

- (b) Where services referred to in clause 2.4(a) are requested by you and agreed to by us, a statement of work or order form will be issued by us and will apply to the provision of those services. Such services will only commence once you have agreed to and signed the relevant statement of work or order form issued by us in relation to the additional services. In addition, we will be entitled to charge you for any reasonable out of pocket expenses we incur in connection with the provision of those services.

3. YOUR OBLIGATIONS

- 3.1 **Implementation.** (a) You undertake to provide us with all Customer Materials required to design the Job Board. (b) You agree to complete all documentation to enable us to prepare the Service in accordance with the timeline to be agreed between us. (c) You agree that on receipt of materials from us for review, you will conduct all UAT and advise us of any changes required promptly and/or confirm your approval of the materials by completing the UAT checklist, to enable us to activate your access to the Service. (d) You will arrange for specified personnel to attend the training specified in the order form. (e) You agree to notify us of the names and contact details of the personnel designated by you to manage the implementation process and execution of the Service during the Term. (f) You acknowledge that any adjustments requested after completion of the UAT checklist that constitute customisation of the Service may attract additional charges. (g) We will notify you of any such additional charges prior to undertaking the relevant work. (h) You agree that implementation will be completed by the Service Start Date or such other timeline as is agreed between us. (i) You also agree that if we have to undertake further work to complete the implementation solely because of your delay after the Service Start Date, we will be entitled to charge you additional fees for that work; and implementation will be deemed to have occurred within 90 days of the date of signature on the order form and where we have performed all of our obligations that we are able to, notwithstanding such delay on your part.

- 3.2 **Equipment.** You acknowledge that we are in no way responsible for any deficiencies in the hardware or software used by you to access the Service.

4. PRIVACY

- 4.1 A party will notify the other as soon as reasonably practicable upon receiving any: (a) request concerning access to, correction or deletion of any Personal Information; or (b) complaint about the handling of Personal Information.

5. SUSPENSION OR MODIFICATION OF THE SERVICE

- 5.1 You acknowledge that we may periodically during the Term discontinue or revise aspects of the Service at our sole discretion and without prior notice.
- 5.2 We may, without notice, suspend access to the Service, in whole or in part, until further notice and with immediate effect:
 - (a) to periodically maintain or improve the Service and related systems;
 - (b) to comply with any order, instruction or request of any government, or competent judicial, administrative or regulatory authority;
 - (c) if we believe that the Service or the data may be used in such a way as may constitute a breach of the Agreement; or
 - (d) if you fail to pay all or any part of the Fees by the due date.
- 5.3 Whilst we will use our best endeavours to minimise disruption to the Service, unscheduled outages may occur from time to time.