

ROL Intelligent Office™

SITE SERVICES POLICY (EU)

Acknowledge by:

..... Authorized Signatory/Authorized Representative
..... (Full name)
..... (Title)
..... (Date)

1. **ON-BOARDING**

- 1.1 On-boarding specifies the procedures for the initial enablement of the ROL Software to on-board a Client to the ROL Intelligent Office Platform.
- 1.2 The initial enablement of the ROL Software requires agreement to a Services Package and any requisite Site Set-Up Proposals detailing agreed Implementation Work, as determined by the requirements of the Client.
- 1.3 The initial enablement of the ROL Software shall be agreed to in the following manner:
 - (a) the Client shall ask ROL to provide any or all of the Services from the Services Menu and provide ROL with as much information as ROL reasonably requests in order to prepare the draft Site Services Proposal and associated Site Set-Up Proposal(s);
 - (b) following receipt of the information requested from the Client, ROL shall as soon as reasonably practical either:
 - (1) decline to provide the requested Services Package or
 - (2) provide the Client with a draft Site Services Proposal (including Service Package Fees) and
 - (3) a draft Site Set-Up Proposal (including Site Set-Up Fees),
- 1.4 If ROL provides the draft Site Services Proposal and Site Set-Up Proposal, ROL and the Client shall discuss any changes between themselves and, once agreed, will each sign the agreed Site Services Proposal and Site Set-Up Proposal. Once signed by both Parties, each Site Services Proposal and Site Set-Up Proposal will form part of this Agreement.
- 1.5 Thereafter, the ROL Authorized Representative and the Client Authorized Representative will execute the Site Services Proposal and the Site Set-Up Proposal as agreed.

2. **SERVICES PACKAGE**

- 2.1 The Services Package is a combination of the Services elected by the Client from the Services Menu and agreed to be provided by ROL, under the terms of a Site Services Proposal. ROL will provide the Client with a copy of the Services Menu at the time that the Client wishes to elect Services to include within a Services Package.
- 2.2 The Client may choose to implement multiple Service Packages in order to accommodate different needs and requirements for different sites (locations, buildings, floors, areas). The details of a specific Site Services Proposal are agreed to in the document titled "*ROL iO Site Services Proposal Template*" and will be used and executed for each Services Package .
- 2.3 Every Services Package agreed in a Site Services Proposal will continue indefinitely unless terminated in accordance with;
 - (a) Clause 3 (Termination of Site Services Proposal) of this policy and;
 - (b) subject to the Termination clause of "*General Client Agreement*".
- 2.4 The Parties acknowledge that Changes to Services Packages may be agreed from time to time. Such Changes must be made in accordance with the procedure in the "Changes" clause in the "*General Client Agreement*" except for the addition or removal of further Licensed Users

or Resources which shall be managed in accordance with the clause titled "Fees and Payments" in the "*General Client Agreement*".

2.5 Each Site Services Proposal may include additional contact information (including email addresses) for the service of notice relating to the matters contemplated in that Site Services Proposal. Where a Party seeks to issue a notice to the other Party regarding matter that solely relate to a Site Services Proposal, then a notice may be served to the address noted in the relevant Site Services Proposal (if any).

2.6 Each Site Services Proposal shall be governed by the "*General Client Agreement*".

3. **TERMINATION OF THE SITE SERVICES**

3.1 The Client shall have the right to terminate for convenience a Services Package, subject always to the following conditions which must be met for such discontinuation to be valid:

(a) A Site Services Proposal may not be discontinued before the expiry of the relevant Minimum Services Package Period or not before the completion of the Commitment Period.

(b) the Client must give written notice of discontinuation specifying the proposed discontinuation date, meaning the date that all outstanding obligations under the Services Package between the Parties shall no longer be performed; and

(c) no material breaches have occurred, and no actions to terminate have been initiated pertaining to the "termination for breach, insolvency or change of control" clauses as detailed in the Termination clause of the "*General Client Agreement*", or the "*failure to pay amounts due*" in the General Client Agreement.

3.2 Upon the receipt by ROL of a valid discontinuation notice, the Parties shall meet to discuss the scope of any Transition Work required to be undertaken by ROL. The Parties shall agree any such Transition Work in a Site Set-Up Proposal in accordance with the process set out in Clause 4. Any costs for Transition Work shall be based on ROL's then current market prices.

3.3 The Services Package discontinuation date will be the later of:

(a) three (3) months following the date of the discontinuation notice, and

(b) the date that is after completion of the Commitment Period;

(c) the date on which the Transition Work is completed under a Site Set-Up Proposal agreed under Clause 3.2;

except to the extent that the relevant Services Package has not yet been effective for at least the Minimum Services Package Period, in which case the Services Package Discontinuation Date will be the day after the expiry of the Minimum Services Package Period.

3.4 The discontinuation of a Services Package will not affect any Site Set-Up Proposal that is active between the Parties.

3.5 If the Client wishes to discontinue only a part of a Services Package, then such Change must be requested and managed in accordance with the "Changes" procedure detailed in the "*General Client Agreement*".

3.6 From the Services Package discontinuation date ROL shall cease to provide the discontinued Services Package and the Client shall be invoiced for the relevant Services Package Fee up

to the discontinuation date and such invoice shall be payable in accordance with the “Fees and Payments” clause in the “General Client Agreement”.

4. **SITE SET-UP PROPOSAL**

- 4.1 A Site Set-Up Proposal is ordinarily required for the initial enablement of the ROL Software and may be required to support a Change to, or discontinuation of, a Services Package.
- 4.2 A Site Set-Up Proposal will identify the Implementation Work Provider that will undertake to carry out the specified Implementation Work.
- 4.3 The details of the Implementation Work are agreed to in the document titled “*Site Set-Up Proposal*” and will be used and executed for each Site Set-Up Proposal.
- 4.4 In addition to the Site Set-Up Fees, ROL may charge the Client for the reasonable costs that ROL incurs in the preparation of Site Set-Up Proposals (including, without limitation, costs and expenses incurred by ROL where conducting on-site visits is required in order to prepare a Site Set-Up Proposal). The Parties will communicate and agree the nature of such costs prior to ROL undertaking the steps set out in Clause 1.3 to the extent foreseeable.
- 4.5 The Parties acknowledge that Changes to Site Set-Up Proposals may be agreed from time to time. Such changes must be made in accordance with the change procedure detailed in the “Changes” clause in the “General Client Agreement”.
- 4.6 The Site Set-Up Proposal will explicitly state any acceptance criteria, including any sign-off process, to be followed by the Parties on completion of the Site Set-Up Proposal.
- 4.7 Each Site Set-Up Proposal shall be governed by the “*General Client Agreement*”.

5. **RELIEF EVENTS FOR SITE SET-UP PROPOSALS**

- 5.1 ROL shall be given an extension of time for completion of any one or more Milestones in a Site Set-Up Proposal, or its obligations under this Agreement, if one of more of the following events occurs, each a “**Relief Event**”:
 - (a) a variation to the Services, Implementation Work, Transition Work or the ROL Software is proposed by the Client under the “Changes” clause in the General Client Agreement, and where a Change remains inconclusive;
 - (b) a Force Majeure Event occurs as described in the “Force Majeure” clause of the General Client Agreement which prevents ROL from performing any of its obligations;
 - (c) delay is caused in whole or in part by an act or omission of the Client, any of the Client's Affiliates or the employees, agents, third party contractors or third party suppliers of the Client or its Affiliates.
- 5.2 If a Relief Event occurs, ROL shall give written notice to the Client, not later than ten (10) calendar days after the beginning of the Relief Event. Such notice shall specify the Relief Event relied on and, in the case of a Force Majeure Event, shall estimate the probable extent of the delay.
- 5.3 The Client Authorized Representative and the ROL Authorized Representative shall meet in good faith to discuss and agree in writing what extension of time is reasonable in the circumstances. The timetable specified in the relevant Site Set-Up Proposal shall be deemed amended in accordance with any extension of time agreed in writing and signed by the Parties.

If the Client Authorized Representative and the ROL Authorized Representative are unable to agree on an extension of time for ROL, then the matter shall be escalated as a dispute in accordance with the "Dispute Resolution" clause in the General Client Agreement.

- 5.4 ROL shall not be liable for non-performance of any obligation as a result of a Relief Event as described in Clause 5.1 pending the agreement of an extension of time under Clause 5.3.

6. ONBOARDING RESPONSIBILITIES OF ROL

- 6.1 ROL shall use its reasonable endeavours to perform its responsibilities under each agreed Site Services Proposal and Site Set-Up Proposal, and deliver any Deliverables to the Client, in accordance with the terms of this Agreement, the Site Set-Up Proposal and the Site Services Proposal respectively.

- 6.2 ROL shall meet the Milestones specified in a Site Set-Up Proposal, unless the Parties agree on a later Milestone.

- 6.3 ROL shall use any accessed Client Software, Client Materials, Client Equipment, Client Devices and Client Data solely as permitted under the terms of this Agreement.

- 6.4 ROL shall appoint a representative ("**ROL Authorized Representative**") to act on behalf of ROL in respect of the relationship between ROL and the Client. The ROL Authorized Representative shall have authority to contractually bind ROL on all matters relating to the relevant Site Services Proposals and Site Set-Up Proposals, including Changes. ROL may replace any ROL Authorized Representative from time to time, and shall inform the Client thereof.

- 6.5 ROL may appoint a team to manage the overall relationship between ROL and the Client.

- 6.6 ROL shall use reasonable endeavours to comply with the Client Policies that are set out in Appendix titled (Client Policies) of the "General Client Agreement". ROL shall not be liable under this Agreement if, as a result of compliance with any Client Policy, it is in breach of any of its obligations under this Agreement. Any changes to the Client Policies must be agreed in writing and signed by the Parties.

- 6.7 Each Party shall inform the other Party without undue delay if anything might obstruct the performance of the Services and delivery of the Deliverables, or which might result in the other Party being in breach of this Agreement, and shall request the other Party without undue delay to provide the informing Party as reasonably necessary with the data, information, documentation, access, approval, mandates, signatures, licenses, personnel, and other responsibilities mentioned hereafter, as is necessary for the performance of its responsibilities under each agreed Site Set-Up Proposal and Site Services Proposal, and the General Client Agreement and deliver any Deliverables. The Parties shall work together to discuss and agree a workaround to mitigate any such delays or obstructions to performance of the Services and delivery of Deliverables.

7. ONBOARDING RESPONSIBILITIES OF THE CLIENT

- 7.1 The Client shall appoint a representative ("**Client Authorized Representative**") that shall have authority to contractually bind the Client on all matters relating to the Site Services Proposal, Site Set-Up Proposals and any Changes.

- 7.2 The Client shall co-operate with ROL and ensure that the Client, the Client's Affiliates, and any third party contractors or third party suppliers of the Client (or the Client's Affiliates) as relevant

provide all cooperation and assistance as is reasonably required by ROL, at ROL's request. The Client shall comply with ROL's Security Requirements.

- 7.3 The Client shall provide, for ROL, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, as reasonably required by ROL, at ROL's request: (a) access to the Sites, data and other facilities, including any such access as is specified in each Site Services Proposal and Site Set-Up Proposal; and (b) all documents, data, information, items and Client Materials in any form (whether owned by the Client or a third party) as reasonably required by ROL in connection with the Services, any Implementation Work or Transition Work and ensure that they are accurate and complete.
- 7.4 The Client shall obtain and maintain all necessary licences and consents and comply with all Applicable Law as required to enable ROL to provide the Services, Implementation Work and Transition Work. This applies also in relation to the installation of third-party hardware, the use of all Client Materials and the use of the Client Equipment insofar as such licences, consents and legislation relate to the Client's business, premises (including the Sites), staff and equipment, in all cases before the commencement of a Site Services Proposal, or a Site Set-Up Proposal, including Changes. ROL shall inform Client before signing of the Agreement and thereafter in due time which licenses are needed for the performance of ROL's responsibilities under this Agreement and each agreed Site Set-Up Proposal and Site Services Proposal.
- 7.5 The Client shall ensure that all the Client Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services, Implementation Work or Transition Work and conforms to all relevant standards or requirements in the jurisdiction in which such Client Equipment is located.
- 7.6 The Client shall ensure that all health and safety and security requirements that apply at any Sites, or other policy requirements, are set out in the "Client Policies" Appendix of the "*General Client Agreement*".
- 7.7 Each Site Set-Up Proposal may include additional email addresses for the service of notice relating to the matters contemplated in that Site Set-Up Proposal. Where a Party seeks to issue a notice to the other Party regarding matter that solely relate to a Site Set-Up Proposal, then a notice may be served to the address noted in the relevant Site Set-Up Proposal (if any).
- 7.8 The Client shall comply, and will procure that all Licensed Users will comply with the User Rules in respect of the ROL Software.
- 7.9 The Client shall notify ROL of any change of Control of the Client, whether anticipated (where possible) or as soon as practicable following such change of Control.
- 7.10 In respect of the ROL Software, the Client will be responsible for:
- (a) configuring and updating its Client Devices, information technology, computer programs and/or platform in order to be able to access the ROL Software;
 - (b) any implementation and use of virus protection software or other similar security measures to Client Software;
 - (c) ensuring that ROL is able to conduct remote diagnostics; and
 - (d) implement firmware updates as required by ROL.

7.11 If ROL's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, ROL shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

8. **TRAINING**

8.1 ROL or a ROL appointed sub-contractor will provide the Training events, where stipulated, to the Client in accordance with each Site Set-Up Proposal.

9. **INSTALLATION SUPPORT**

9.1 Installation Support will be provided through online material available on ROL's support portal. Installation Support provides access to the create and file support tickets and through a standard support request book dedicated remote or on-site installation support. Additional fees may apply for dedicated installation support, however all fees must be agreed in advance within the respective Site Set-Up Proposal.

9.2 Installation Support will be offered to Implementation Work Providers by ROL, to the Client Administrator and to Client appointed IT personnel who are responsible for ROL Software installation on Client's servers and Client Devices. Installation support is offered solely to Client appointed personnel that have undergone Training.