CUSTOMER SERVICES GUIDE

APAC Region

October 15, 2019

CONTENTS

1   Introduction

This Guide is intended to outline standard operating procedures for services provided by the RLDatix North American team when rendering services in the APAC region.

For the purposes of this Guide, services may include, but are not limited to implementation services, training and consulting services, technical services and custom projects conducted by RLDatix North American team.

2   Annual Support & Maintenance Fee

RLDatix will only render services provided the customer's annual support and maintenance fee is in good standing.

In the event that a customer contacts RLDatix for services, and the maintenance fee is in arrears, the customer will be directed to the RLDatix Finance team. If the fee is in arrears by more than 30 days, services from RLDatix will be suspended until the account is in good standing.

3   RLDatix Responsibilities

RLDatix shall provide a qualified representative to perform all required services.

RLDatix shall make materials available by provision of such materials during specific service engagements or via HUB. Materials may be downloaded by the customer as required and distributed within the licensed organisation. All copyright and other notices must be produced intact with all copies distributed.

4   Performance of Services

RLDatix will use commercially reasonable efforts to complete, within an agreed upon time frame, the performance of services outlined on the Order Form or in the Statement of Work accompanying the customer's purchase.

RLDatix will perform the services in a professional manner and will use commercially reasonable efforts to do so at a quality level acceptable to the customer.

RLDatix encourages customers to communicate their expectations and any concerns regarding the services at any time during the course of the engagement. Open communication is encouraged between the customer project lead and the RLDatix staff.

In the event that the customer is dissatisfied with the services provided by RLDatix, the customer can escalate their concern to the RLDatix leadership within ten business days. RLDatix will, within ten business days of receipt of the identified concern in writing, respond with a written response addressing the issue and recommending a remedy. RLDatix will work in good faith with the customer to find a mutually acceptable remedy.

5 Confidentiality

In the event that there is an agreement in place between RLDatix and the customer with confidentiality terms (e.g. Business Associate Agreement), the terms of that confidentiality agreement shall control. If there is no such agreement, then the following terms shall apply:

RLDatix staff will retain in confidence all information transmitted to RLDatix by the customer that has been designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. RLDatix will make no use of such information except as required to perform the services. The confidentiality obligations shall not apply to any information that is or subsequently becomes available to the general public or that is developed through the independent efforts of RLDatix. The obligation under this section shall continue for three (3) years after receipt of confidential information.

6 Customer Responsibilities

The customer shall cooperate with RLDatix in the performance by RLDatix of the services, including:

- Providing RLDatix with reasonable access for the delivery of services. This includes remote access (e.g. VPN) to the required environments, and other hardware/equipment to perform service.
- Timely access to all relevant customer data, information and personnel. This includes support from customer IT personnel to ensure that the software is installed/updated and ready for delivery of services, and that any required connectivity is established.

The customer shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data, information and support provided to RLDatix for the purposes of the performance services.

The customer shall be responsible for the copying and distribution of any materials to its staff that have been provided by RLDatix and/or downloaded from HUB.

7 Service Hours

RLDatix services are available Monday through Friday ("Business Days") from 8:30 am to 5:00 pm New Zealand Standard/Daylight Time and Australian Eastern Standard Time ("Business Hours"), except on statutory holidays.

RLDatix offers both remote and onsite services. Services will be delivered in accordance with the scope included on the Order Form and/or Statement of Work.

Depending on the service, specific blocks of time may be booked between RLDatix and the customer (e.g. training services). All services will be rendered during regular business hours, as above.

RLDatix does not support video/audio recording of its services, without RLDatix consent.

8 Rescheduling or Cancellation of Services

If, at customer's request, any booked services are rescheduled or cancelled for reasons other than Acts of God, the following conditions will apply:

1. With written or verbal notice of at least twenty (20) business days, rescheduling or cancelling shall occur at no cost to customer other than the following: customer shall reimburse 100% of any services performed or expenses incurred prior to the cancellation or rescheduling notice being received.

2. With written or verbal notice of cancellation or rescheduling eleven (11) to (19) business days in advance, customer shall pay RLDatix (as liquidated damages, and not as a penalty) (i) 25% of the fees to be earned at current rates for reschedule notices or (ii) 50% of the fees to be earned at current rates for cancellation notices, together with 100% of any services performed or expenses incurred prior to the cancellation or rescheduling notice being received.

3. With written or verbal notice of less than eleven (11) business days, customer shall pay RLDatix (as liquidated damages, and not as a penalty) (i) 50% of the fees to be earned at current rates for reschedule notices or (ii) 75% of the fees to be earned at current rates for cancellation notices, together with 100% of any services performed or expenses incurred prior to the cancellation or rescheduling notice being received.

9 Expiration of Services

The services listed on the Order Form will expire one (1) year from date of purchase. Any services unused as of that date shall expire. Unused services cannot be transferred to other engagements.

10 Expense Limits

Expenses are charged over and above the amount charged for services listed in the Order Form and/or the Statement of Work.

RLDatix knows that customers may be concerned about reimbursable expenses, and its representatives recognise, and take seriously, their obligation to control these costs. RLDatix will make reasonable efforts to book economical travel arrangements. This includes booking economy air fare, accepting reasonable recommendations for hotel accommodations from the Customer, and keeping daily meal allowances to within $60/day in rural/small urban areas and to within $95/day within large metropolitan areas.

If the customer has provided a reasonable specific travel/per diem policy as part of the contract, RLDatix will comply with the provided policy.

RLDatix does not charge for time spent in transit for onsite services.

RLDatix does not require its representatives to travel on/over weekends. Travel will occur between Monday to Friday, unless otherwise agreed to by the individual RLDatix employee.

11 Reimbursement of Expenses Related to Customer Services

The customer is responsible for reimbursing RLDatix for all reasonable expenses related to the provision of services. Costs are passed directly to customers without mark-up.

Where costs cannot easily be tracked, RLDatix has adopted the practice of allocating a fixed overhead charge to capture these expenses. The fixed charge is $60 per on-site day of service. Where the services are provided remotely, the overhead charge will not apply.

Expenses may include, but are not limited to the items in the following list:

- Costs charged to customer without mark-up
  - Air fare, taxi, car rental, fuel, toll, parking
  - Other transportation
  - Hotel & accommodation
  - Meals & snacks
  - Courier charges
  - Long-distance telecom* greater than $20
  - Conference line services set up by RLDatix

- Costs covered by fixed overhead charge
  - Web conferencing (WebEx)
  - Photocopying
  - Normal postage
  - Office supplies
  - Long-distance telecom* less than $20
  - Hard-copy training & presentation materials (if provided)

*Between RLDatix & Customer (includes telephone connection during web-based training session if call initiated by RLDatix)

At the request of the customer, RLDatix will provide copies of available electronic records to substantiate the expenses charged to the customer. RLDatix archives non-electronic receipts; and for this reason, will not provide copies of such receipts.

The customer will be responsible for any additional expenses (i.e. hotel, meals, transportation) related to the service engagement resulting from prolonged stay or unplanned stopover due to weather conditions or customer-driven changes in the service plan.

12 Payment Terms

Payment for RLDatix services and expenses is due within 30 days from date of invoice.   Interest charges may be levied on overdue invoices.

13 Disclaimer

RLDatix reserves the right to change this document from time to time. Newer versions of this document will be posted electronically to the RLDatix website at https://www.rldatix.com/en-us/company/terms .