

Schedule 7

Integration Service Terms

About these terms and conditions

This Schedule is specifically incorporated by reference into the Master Services Agreement (**Agreement**) between the Customer and Supplier to the extent it relates to the provision of Integration Services.

1. Integration Services

As agreed between the Parties and specified in the Order Form, Supplier will provide the Integration Services and Customer will pay the Integrated Service Fee in accordance with the Payment Terms.

2. Integration set up

2.1 The terms of this clause 2 will apply if the Order Form provides that the setting up and/or maintenance of an integration is required.

2.2 Supplier will deliver the Integration Solution required to integrate Kinatico Compliance with the Customer's chosen technical platform or application.

2.3 Customer must, on request from Supplier, promptly provide all assistance reasonably requested by Supplier, including, without limitation:

- (a) documentation, descriptions, plans or specifications of the Customer's technical platform or application to be integrated with Kinatico Compliance (if these are not already known to Supplier);
- (b) descriptions, workflows or demonstrations of the Customer's processes to be

integrated with Kinatico Compliance (if these are not already known to Supplier);

(c) authorised access to a relevant test environment (if available to the Customer but not to Supplier);

(d) access to a suitably senior and informed manager if decisions are required between alternative methods of setting up the integration; and

(e) cooperation in determining the precise scope and structure of the integration to be provided (if not made clear in the Order Form).

2.4 If the Order Form provides that the Integration Services are to be complete by a specified date and by that specified date, the Customer has met its obligations under clause 2.3 above, but Supplier has not set up the Integration Solution, then the Customer may elect to:

(a) defer consumption of the other Services under the Agreement;

(b) consume the other Services under the Agreement through

Kinatico Compliance, without the Customer's preferred integration; or

- (c) exercise the Supplier's termination rights under clause 17 of the Agreement.

- 2.5 If the Customer elects to defer consumption under clause 2.4(a) above, Supplier will defer issuing any further Tax Invoices until the Integration Solution is set up, but the Customer must pay Supplier's Tax Invoices that have previously issued for Services rendered.

3. Integration maintenance

- 3.1 The terms of this clause 3 will apply if the Order Form provides that the maintenance of an integration is required.
- 3.2 During the Term, Supplier will maintain the Integration Solution required to integrate Kinatico Compliance with the Customer's chosen technical platform or application.
- 3.3 Customer must, on request from Supplier, promptly provide all assistance to test, upgrade or patch the Integration Solution that is reasonably requested by Supplier.

4. Customer's solution "as is"

- 4.1 In providing the Integration Solution, Supplier assumes no responsibility for the performance or security of the Customer's chosen technical platform or application.
- 4.2 To the extent permitted by Law, subject to sub-clause 4.3 below,

Customer will indemnify and hold Supplier harmless from and against any liability, loss, damage, claim, suit, action, demand, expense of proceedings of any nature whether arising under contract or Law in connection with any failure of, exploited vulnerability, or security weakness of the Customer's chosen technical platform or application.

- 4.3 Customer will not be liable under clause 4.2 above to the extent that any liability, loss, damage, claim, suit, action, demand, expense or proceedings was a result of, caused or contributed to, by the Supplier.

5. Supplier Personnel

Supplier will, in its absolute discretion, determine the Supplier Personnel who will deliver the Integration Services.

6. Non-solicitation

- 6.1 During the Term and for a period of 12 months thereafter, the Client will not employ (or engage as an independent contractor) any member of the Supplier Personnel who has provided any aspect of Integration Services to the Client during the Term, unless Supplier provides prior written consent.
- 6.2 If the Client is in breach of clause 6.1 of this Schedule, the Liquidated Damages Sum will immediately become due and payable by the Client to Supplier.
- 6.3 In clause 6.2, the Liquidated Damages Sum is the amount equal to three months' salary (including any bonus or commission

payments) or contractor fee (if the individual had been engaged as an independent contractor) that had been payable by Supplier to the relevant Personnel immediately before they ceased their engagement with Supplier.

- 6.4 The Client agrees and acknowledges that the Liquidated Damages Sum is a genuine pre-estimate of the loss suffered by Supplier if the Client were to breach clause 6.1.

7. Agreement terms

Nothing in the ordering or delivery of Integration Services will affect the operation of the terms of the Agreement, including those relating to Intellectual Property Rights.

8. Termination

Clauses 4, 6 and 7 of this Schedule will survive termination of the Agreement.

9. Definitions and Interpretation

- 9.1 Unless the context otherwise requires, all terms used in this Schedule that are defined in the Master Services Agreement bear the meaning ascribed in the Master Services Agreement.
- 9.2 In this Schedule, unless the context otherwise requires:
- (a) **Integration Solution** means an application programming interface to integrate the Client's chosen technical platform or application with the Supplier solution to be provided by the Supplier as part of the Integration Services as requested in the Order Form;
 - (b) **Liquidated Damages Sum** means the ascertainable sum agreed by the Parties as damages for a breach of clause 6 of this Schedule.

Version history

This is version 1.0 of this Schedule.

Version	Approved	Effective	Notes
1.0	29/05/2025	30/05/2025	First version published