LONTI PROFESSIONAL SERVICES ADDENDUM

Effective Date: 7 October 2026

This Professional Services Addendum (the **"PSA"**) is entered into between Lonti.com Pty Ltd (ACN 643 086 024) (**"Lonti"**) and the customer identified in the applicable Professional Services Order (**"Customer"**).

This PSA governs Professional Services provided by Lonti separately from the Services governed by the Master Subscription Agreement, available at https://static.lonti.com/legal/master-subscription-agreement.pdf, between the parties (the **"MSA"**). The applicable Professional Services Order incorporates this PSA by reference, and this PSA incorporates the provisions of the MSA that it expressly identifies. Capitalised terms not defined in this PSA have the meanings given in the MSA.

Consistent with Section 12 of the MSA, Professional Services are separate from the Services and Purchased Services except to the extent this PSA expressly incorporates or modifies provisions of the MSA for Professional Services.

1. DEFINITIONS

For purposes of this PSA:

1.1 "Additional Hours"

"Additional Hours" means Professional Services requested by Customer and accepted by Lonti in excess of a committed Dedicated Capacity allocation.

1.2 "Authorised Requester"

"Authorised Requester" means a Customer representative designated in a Professional Services Order or otherwise notified to Lonti in writing as authorised to submit Service Requests on Customer's behalf. Customer may add, replace or remove Authorised Requesters by written notice to Lonti.

1.3 "Capacity Credit"

"Capacity Credit" means a pro-rata fee credit for Dedicated Capacity determined in accordance with Section 8.

1.4 "Customer Work Product"

"Customer Work Product" means customer-specific applications, integrations, APIs, services, workflows, configurations, scripts, mappings, schemas, models, documentation, specifications, analyses and other materials created specifically for Customer in performing the Professional Services, excluding Lonti Materials and third-party materials.

1.5 "Dedicated Capacity"

"Dedicated Capacity" means an agreed allocation of Professional Services capacity reserved for Customer for a specified period, whether on a short-term, fixed-term or ongoing basis, and whether expressed as a full-time equivalent, fraction of a full-time equivalent, hours per day, week or month, days per week or month, or another agreed unit of capacity. Dedicated Capacity is charged on the basis of

the capacity committed or reserved for Customer, rather than solely on time actually worked, at the applicable rate or fee agreed under the Professional Services Order or accepted Service Request.

1.6 "Deliverables"

"Deliverables" means project-specific work product expressly identified as deliverables in an applicable SOW, including any applicable acceptance criteria, but excluding Lonti Materials unless the SOW expressly states otherwise.

1.7 "Initial Term"

"Initial Term" means the initial committed duration of a Resource Allocation stated in the applicable Professional Services Order or, where permitted by that Professional Services Order, the duration stated in an accepted Service Request.

1.8 "Lonti Materials"

"Lonti Materials" means the Services, Documentation, Lonti software and technology, templates, connectors, interfaces, utilities, tools, methodologies, processes, know-how, generic or reusable code and other materials or intellectual property owned or licensed by Lonti before the applicable engagement or developed independently of Customer-specific requirements, together with improvements or derivatives of those materials. Lonti Materials exclude Customer Materials and Customer Work Product.

1.9 "Out-of-Hours Services"

"Out-of-Hours Services" means Professional Services requested outside an agreed Working Schedule, including work requested on weekends or public holidays where those times fall outside that Working Schedule.

1.10 "Professional Services Fees"

"Professional Services Fees" means fees, rates, expenses and other amounts payable for Professional Services under a Professional Services Order, Rate Schedule, SOW or accepted Service Request.

1.11 "Professional Services Order"

"Professional Services Order" means an order form, quotation, proposal or similar ordering document executed or electronically accepted by the parties that identifies Professional Services being purchased and the applicable commercial terms. A Professional Services Order is separate from an "Order" as defined in the MSA unless it also expressly purchases Purchased Services and satisfies the MSA definition of an Order.

1.12 "Rate Schedule"

"Rate Schedule" means a written pricing schedule incorporated into a Professional Services Order, SOW or signed amendment that identifies hourly, daily, monthly, premium or other rates applicable to one or more Professional Services roles or service types. A Rate Schedule does not itself commit Customer to purchase any quantity of Professional Services unless it expressly states otherwise.

1.13 “Resource Allocation”

“Resource Allocation” means a particular quantity or allocation of Professional Services capacity, whether one-off, fixed-term or ongoing, purchased under a Professional Services Order or called off under an accepted Service Request where this PSA and the applicable Professional Services Order permit that call-off.

1.14 “Service Commencement Date”

“Service Commencement Date” means, for a Resource Allocation, the date stated in the applicable Professional Services Order or, where the applicable Professional Services Order permits the Resource Allocation to be called off by Service Request, the date stated in the accepted Service Request or otherwise confirmed by Lonti in writing. Different Resource Allocations under the same Professional Services Order may have different Service Commencement Dates.

1.15 “Service Request”

“Service Request” means a written request, including by email, from an Authorised Requester for Professional Services or an operational change permitted under this PSA, which is accepted by Lonti in writing. A Service Request may create a binding purchase of Professional Services to the extent expressly permitted by this PSA, but does not otherwise amend the MSA, this PSA, a Professional Services Order or an SOW.

1.16 “Statement of Work” or “SOW”

“Statement of Work” or **“SOW”** means an optional written statement of work, work order or similar document executed or electronically accepted by the parties for Professional Services requiring project-specific scope, milestones, Deliverables, acceptance criteria, fixed-fee arrangements or special intellectual-property treatment.

1.17 “Time and Materials Services” or “T&M Services”

“Time and Materials Services” or **“T&M Services”** means Professional Services billed for actual time worked at the applicable hourly, daily or other time-based rate.

1.18 “Working Schedule”

“Working Schedule” means an agreed working window, service calendar, time-zone overlap or other scheduling arrangement applicable to a Resource Allocation, as stated in a Professional Services Order or otherwise agreed in writing, including by email.

2. SCOPE AND RELATIONSHIP TO THE MSA

2.1 Separate Professional Services Engagement

This PSA applies to Professional Services purchased under a Professional Services Order or accepted Service Request. An SOW is not required unless the parties choose to use one or this PSA expressly requires one for the applicable arrangement.

2.2 MSA Provisions Incorporated for Professional Services

The MSA does not generally govern Professional Services. The provisions of the MSA expressly referenced or incorporated by this PSA apply to Professional Services with the adaptations stated in this PSA.

2.3 Services Remain Separately Governed

Customer's acquisition, access to and use of Services, Purchased Services, Free Services and Beta Services remain governed by the MSA, applicable Orders, Service-Specific Terms and Documentation.

A Professional Services Order does not grant a subscription or licence to Purchased Services unless it expressly states that it also constitutes an Order for those Purchased Services under the MSA.

2.4 No Expansion of Rights in the Services

Nothing in this PSA, a Professional Services Order, SOW or Service Request grants Customer ownership of the Services or expands Customer's rights in the Services beyond the rights granted under the MSA, an applicable Order or applicable separate licence terms.

3. ORDERING PROFESSIONAL SERVICES

3.1 Resource Allocations and Service Models

A Professional Services Order may purchase one or more Resource Allocations or other Professional Services. A single Professional Services Order may include any combination of Dedicated Capacity, T&M Services and project services and may include multiple roles, quantities, allocations and Initial Terms.

3.2 Commencement, Additions, Extensions and Term by Resource Allocation

Each Resource Allocation may commence on its own Service Commencement Date and may have its own duration or Initial Term. Unless otherwise stated, the Initial Term for a Resource Allocation is measured from that Resource Allocation's Service Commencement Date rather than from the date the Professional Services Order is accepted.

Where a Professional Services Order permits Resource Allocations or short-term Professional Services to be called off or varied by Service Request, an accepted Service Request may add a Resource Allocation, increase an existing Resource Allocation, extend the duration of an existing Resource Allocation, or state the quantity, Service Commencement Date and duration of the applicable work, subject to Sections 7, 11, 12.6 and 19. A fixed-period Resource Allocation expires at the end of its agreed period unless the applicable document expressly provides for continuation or the parties accept an extension under Section 7.

3.3 SOWs Are Optional for Ordinary Services

Ordinary staff augmentation, implementation, configuration, integration, migration, advisory, troubleshooting, remediation, documentation, development and other T&M or Dedicated Capacity work may be performed without an SOW.

The parties may use an SOW where they wish to define project-specific scope, milestones, Deliverables, acceptance criteria, fixed fees or intellectual-property treatment different from the standard rules in Section 16.

3.4 Rate Schedules

A Rate Schedule may be incorporated into a Professional Services Order or SOW. Where an applicable role, service category and rate are already established, a Service Request may call off additional T&M Services, additional or increased Dedicated Capacity, Additional Hours or Out-of-Hours Services at the applicable rate then in effect under Section 12.6.

Where no applicable rate has previously been agreed, the parties may agree the rate for a particular Service Request in accordance with Section 7.4 without amending the general Rate Schedule.

4. ORDER OF PRECEDENCE

4.1 Professional Services Documents

In the event of a conflict among documents governing Professional Services, the following rules apply:

(a) a later written amendment signed or electronically accepted by authorised representatives of both parties controls to the extent it expressly amends an earlier document;

(b) the applicable Professional Services Order controls with respect to the Professional Services purchased, Resource Allocations, quantities, fees or rates, billing basis, Service Commencement Date, Initial Term, renewal and other transaction-specific commercial terms;

(c) an applicable SOW controls with respect to project-specific scope, milestones, Deliverables, acceptance criteria and special intellectual-property treatment expressly stated in that SOW;

(d) this PSA controls with respect to the standard terms and operating rules for Professional Services; and

(e) provisions of the MSA incorporated by this PSA apply after the foregoing documents, except that any provision of this PSA expressly modifying an incorporated MSA provision controls for Professional Services.

4.2 Changes to Legal Terms

A Professional Services Order or SOW does not modify a legal provision of this PSA merely because it contains inconsistent language. To modify such a provision, the Professional Services Order, SOW or amendment must expressly identify the PSA provision being modified and expressly state the modification.

A Service Request may not modify the MSA, this PSA, a Professional Services Order or an SOW except for operational and commercial matters that this PSA expressly permits to be agreed through a Service Request.

5. PERFORMANCE OF PROFESSIONAL SERVICES

5.1 Standard of Performance

Lonti will perform the Professional Services in a professional and workmanlike manner using personnel with appropriate skills and experience.

5.2 Personnel and Subcontractors

Lonti may use employees or subcontractors to perform Professional Services and remains responsible for their performance to the same extent as if the Professional Services were performed directly by Lonti.

5.3 Management of Personnel

Lonti retains responsibility for the selection, engagement, compensation, supervision and management of its personnel. Customer may communicate priorities, requirements and work instructions relevant to the Professional Services, but no Lonti personnel will become an employee, agent or independent contractor of Customer by reason of an engagement under this PSA.

5.4 Replacement Personnel

Unless a Professional Services Order or SOW expressly commits Lonti to provide a specifically named individual, Lonti may assign or replace personnel with personnel having reasonably appropriate skills and experience. Lonti will use reasonable efforts to minimise disruption when making a replacement.

5.5 Estimates and Dependencies

Unless expressly stated otherwise in an SOW, dates, schedules, milestones, delivery estimates and effort estimates are based on timely performance by Customer of its responsibilities and dependencies.

6. SERVICE MODELS

6.1 Dedicated Capacity

6.1.1 Reserved Capacity Dedicated Capacity may be reserved for a one-off, short-term or fixed period, or on an ongoing basis, and is not a commitment to produce a specified quantity of output or Deliverables unless an SOW expressly states otherwise. The fees are payable for capacity committed or reserved, rather than solely for time actually worked.

6.1.2 Flexible Allocation Units A Dedicated Capacity allocation may be expressed as a full-time equivalent, fractional full-time equivalent, hours per day, week or month, days per week or month or another agreed capacity unit. The applicable Professional Services Order or accepted Service Request may identify the role or service category without naming an individual person.

6.1.3 Unused Capacity Unless otherwise stated in a Professional Services Order or accepted Service Request, unused Dedicated Capacity does not accrue, carry forward or create a credit merely because Customer elects not to use, is unable to use or does not provide sufficient work for the capacity during the agreed reservation period.

6.1.4 Customer-Caused Underutilisation Customer delays, lack of Customer work, unavailable Customer systems, delayed decisions or other Customer dependencies do not reduce the fee payable for Dedicated Capacity that Lonti has reserved and made reasonably available.

6.2 Time and Materials Services

T&M Services are billed for actual time worked at the applicable rate then in effect under the Professional Services Order, Rate Schedule, SOW, accepted Service Request and Section 12.6.

Any estimate of hours, duration, effort or cost for T&M Services is an estimate only and is not a fixed fee, cap or not-to-exceed amount unless Lonti expressly agrees in writing that the estimate is binding.

6.3 Fixed-Fee Services

Fixed-fee Professional Services, if any, will be identified in a Professional Services Order or SOW together with the applicable scope, assumptions, payment schedule and any acceptance criteria. Where project-specific Deliverables or acceptance obligations are material to a fixed-fee engagement, the parties should document them in an SOW.

7. SERVICE REQUESTS AND OPERATIONAL INSTRUCTIONS

7.1 Submission and Acceptance

An Authorised Requester may submit a Service Request by email or other written electronic communication to Lonti. A Service Request becomes effective when Lonti accepts it in writing. Lonti is not required to accept a Service Request, and all Service Requests are subject to resource availability.

7.2 Permitted Uses

A Service Request may be used to:

(a) request T&M Services;

(b) add or increase Dedicated Capacity, or extend the duration of a Resource Allocation, where permitted under the applicable Professional Services Order;

(c) request Additional Hours or Out-of-Hours Services;

(d) change task priorities, sequencing or other operational instructions within the agreed Professional Services; or

(e) agree or adjust a Working Schedule where the underlying committed Resource Allocation and its agreed committed reservation period are not reduced.

7.3 Service Request Details

A Service Request should identify, as reasonably applicable, the requested role or service type, requested quantity or expected hours, start and end dates or duration, whether the allocation is fixed and non-renewing or intended to continue, Working Schedule requirements and any agreed rate, fee, premium or cost estimate.

7.4 Rates Agreed Through a Service Request

If the applicable rate or premium is already stated in a Professional Services Order, Rate Schedule or SOW, the applicable rate then in effect under those documents and Section 12.6 applies to the Service Request unless the parties expressly agree otherwise.

If no applicable rate has previously been agreed, Lonti may state the rate or premium applicable to the requested work in its written response. The Service Request becomes binding at that rate only when an Authorised Requester expressly accepts the quoted rate in writing. A rate agreed under this Section applies only to that Service Request and does not amend any general Rate Schedule unless the parties expressly agree otherwise in a signed or electronically accepted amendment.

7.5 Limits on Service Requests

A Service Request may not:

(a) reduce or cancel committed Dedicated Capacity during its agreed committed reservation period, including an Initial Term or fixed extension period;

(b) change intellectual-property ownership or licence terms;

(c) change indemnification or limitation-of-liability terms;

(d) amend the MSA or this PSA; or

(e) otherwise modify a legal term that this PSA requires to be modified by signed or electronically accepted amendment.

7.6 Authority of Authorised Requesters

Customer is responsible for ensuring that its Authorised Requesters have appropriate internal authority. Lonti may rely on instructions and approvals received from an Authorised Requester until Customer gives Lonti written notice that the person is no longer authorised.

8. WORKING SCHEDULES, AVAILABILITY AND RESOURCE MANAGEMENT

8.1 Working Schedules

The parties may agree a Working Schedule for a Resource Allocation, including working days, time zone, daily working window, Customer overlap period and applicable public-holiday calendar. A Working Schedule may be agreed or adjusted by email between an Authorised Requester and Lonti without a formal amendment, provided the committed Resource Allocation and Initial Term are not reduced.

8.2 Nature of an Availability Window

A Working Schedule is an availability framework and does not require every hour of the window to be productive output. Reasonable internal Lonti meetings, technical reviews, handovers, training, coordination and similar activities reasonably connected with Customer's work are included within Dedicated Capacity and do not by themselves create a credit.

8.3 Leave, Public Holidays and Absence

For planned leave, public holidays, sick leave or other personnel absence affecting Dedicated Capacity, Lonti may use commercially reasonable efforts to:

(a) provide reasonably equivalent replacement capacity;

(b) reschedule equivalent capacity within the same billing period or another mutually agreed period; or

(c) apply a Capacity Credit where replacement or make-up capacity is not reasonably available.

8.4 Extended Unplanned Absence

Short-term sick leave or unplanned absence of two consecutive business days or less does not automatically create a Capacity Credit. If an assigned resource is unavailable for more than two consecutive business days and Lonti does not provide reasonably equivalent replacement or make-up capacity, a Capacity

Credit will apply for the committed capacity not provided during that period, unless the parties agree another practical remedy.

8.5 Capacity Credit Calculation

Unless otherwise stated in a Professional Services Order or accepted Service Request, a Capacity Credit will be calculated pro rata by reference to the fee payable for the affected Resource Allocation and the proportion of committed capacity not provided during the applicable paid reservation period (or, for monthly-billed allocations, the affected billing period). This applies to short-term, one-off, fixed-term and recurring allocations. A Capacity Credit is Customer's sole fee adjustment for the applicable unavailability and will ordinarily be applied against a subsequent invoice or, if no subsequent invoice is due, refunded or otherwise settled.

8.6 Customer Dependencies

No Capacity Credit applies where Professional Services personnel are reasonably available but cannot perform because of Customer delay, unavailable Customer personnel or systems, lack of Customer instructions, a Third-Party Service or another dependency outside Lonti's reasonable control.

9. ADDITIONAL HOURS AND OUT-OF-HOURS SERVICES

9.1 Requests

Customer may request Additional Hours or Out-of-Hours Services by Service Request. Lonti has no obligation to provide those services unless it accepts the request in writing.

9.2 Applicable Rates

Additional Hours and Out-of-Hours Services will be billed at the applicable additional-hours, out-of-hours, weekend, public-holiday or other premium rate or multiplier then in effect under the Professional Services Order, Rate Schedule, SOW, accepted Service Request and Section 12.6.

9.3 Temporary Nature

Temporary Additional Hours do not increase the underlying Resource Allocation or extend its agreed committed reservation period unless the parties expressly agree otherwise in writing.

10. CUSTOMER RESPONSIBILITIES AND DEPENDENCIES

Customer will, in a timely manner:

(a) provide Lonti with reasonable access to Customer personnel, systems, environments, credentials, facilities and documentation as reasonably required for performance of the Professional Services;

(b) provide complete and accurate information, requirements, priorities and data;

(c) obtain all internal approvals and third-party rights, licences and consents required for Lonti to perform the Professional Services;

(d) make available knowledgeable business and technical personnel to support workshops, reviews, testing and decision-making; and

(e) perform responsibilities expressly assigned to Customer in the applicable Professional Services Order or SOW.

Lonti will not be responsible for delay, defect, rework or nonconformity to the extent caused by Customer's failure to meet its responsibilities, inaccurate or incomplete Customer inputs, changes in Customer requirements, or delays or failures of Third-Party Services or other matters outside Lonti's reasonable control.

11. CHANGES AND OUT-OF-SCOPE WORK

11.1 Operational Changes

Operational changes that Section 7 permits to be handled through a Service Request do not require a signed change order.

11.2 Changes to an SOW

A material change to project-specific scope, Deliverables, acceptance criteria, fixed fee, special intellectual-property treatment or another material term of an SOW must be documented in a written change order or amendment signed or electronically accepted by both parties, unless the SOW expressly authorises another approval mechanism.

11.3 Additional, Increased or Extended Capacity

Customer may add or increase Dedicated Capacity, or extend the duration of a Resource Allocation, through an accepted Service Request where the applicable Professional Services Order permits Resource Allocations to be varied or called off through Service Requests.

Any additional, increased or extended capacity is subject to the rates and other commercial terms applicable under Section 12.6.

A reduction or cancellation of committed Dedicated Capacity remains subject to the applicable agreed committed reservation period and Section 19.

11.4 Out-of-Scope Work

If Customer requests work outside the scope of an SOW, Lonti may perform that work as T&M Services under an accepted Service Request, subject to the applicable rate agreed under Section 7 and Section 12.6.

11.5 Pause Pending Agreement

Lonti may reasonably pause affected work until the parties agree any required change to scope, schedule, capacity, assumptions or fees in the form required by the governing documents.

12. FEES, EXPENSES AND INVOICING

12.1 Professional Services Fees

Professional Services Fees will be stated in the applicable Professional Services Order, Rate Schedule, SOW or accepted Service Request and are subject to Section 12.6.

12.2 Default Billing Basis

Unless otherwise stated in a Professional Services Order, SOW or accepted Service Request:

(a) Dedicated Capacity provided on an ongoing or monthly-billed basis will be invoiced monthly in advance beginning on the applicable Service Commencement Date; Dedicated Capacity reserved for a one-off or short-term period will be invoiced in advance for the agreed reservation period;

(b) T&M Services, Additional Hours and Out-of-Hours Services will be invoiced monthly in arrears for actual time worked;

(c) fixed-fee services will be invoiced according to the milestone or payment schedule in the applicable Professional Services Order or SOW; and

(d) reasonable pre-approved travel and out-of-pocket expenses will be invoiced as incurred.

12.3 Reserved Capacity

Dedicated Capacity fees are payable for the agreed capacity reserved, whether the allocation is one-off, fixed-term or recurring, and are not recalculated solely by reference to time actually worked or Customer utilisation. For monthly-billed allocations, fees are not recalculated solely because the number of working days varies from month to month. Any adjustment for Lonti-caused unavailability will be made through the Capacity Credit mechanism in Section 8 unless the parties agree otherwise in writing.

12.4 Payment Terms Incorporated from the MSA

Sections 9.6 through 9.10 of the MSA are incorporated into this PSA and apply to Professional Services with references to "Fees", "Services" and "Order" read, as the context requires, as references to Professional Services Fees, Professional Services and a Professional Services Order.

Accordingly, unless the applicable Professional Services Order states otherwise, undisputed invoices are due 30 days after the invoice date; good-faith payment disputes are handled in accordance with Section 9.8 of the MSA; overdue undisputed amounts may bear interest in accordance with Section 9.9 of the MSA; and Professional Services Fees are exclusive of applicable Taxes in accordance with Section 9.10 of the MSA.

12.5 Non-Refundable Amounts

Except as expressly stated in a Professional Services Order or SOW, fees for Professional Services already performed, time already worked, approved scheduled work that cannot reasonably be cancelled, and Dedicated Capacity already committed and reserved are non-refundable, subject to non-excludable rights under Applicable Law and Section 19.7.

12.6 Changes to Professional Services Rates

Unless otherwise stated in the applicable Professional Services Order, SOW or accepted Service Request:

(a) Existing Committed Period. Lonti will not increase the agreed rate or fee for Dedicated Capacity during the applicable committed reservation period, including a short-term or one-off allocation, its Initial Term or a fixed extension period already accepted by Lonti.

(b) Additional or Increased Capacity. Any Dedicated Capacity added or increased through a Service Request will be charged at the applicable rate in effect when Lonti accepts that Service Request, unless

the accepted Service Request expressly states another rate. Where an existing Resource Allocation is increased, the then-current rate applies to the incremental capacity and does not change the agreed rate or fee for the existing committed capacity during its then-current committed reservation period.

(c) Extensions. If a Resource Allocation having a fixed duration or Initial Term is extended through a Service Request, the extension period will be charged at the applicable rate in effect when Lonti accepts the extension, unless the accepted Service Request expressly states another rate. Once accepted, that rate or fee is protected for the agreed fixed extension period under paragraph (a). An extension does not preserve the rate applicable to the preceding period merely because the same personnel, role or Resource Allocation continues.

(d) Month-to-Month Dedicated Capacity. For Dedicated Capacity expressly agreed to continue on a month-to-month basis after an Initial Term or other committed period, or purchased from the outset on a month-to-month basis, Lonti may change the applicable rate or fee by giving Customer at least thirty (30) days' prior written notice. The revised rate or fee will apply from the effective date stated in the notice, but not before the end of any separately agreed fixed-rate committed period.

(e) T&M and Other Rates. Lonti may change hourly, daily, premium and other T&M rates generally applicable under a Professional Services Order or Rate Schedule by giving Customer at least thirty (30) days' prior written notice. Revised rates apply to Professional Services performed on or after the effective date of the change, including Professional Services performed under an existing Service Request.

(f) Fixed Service Requests. Where an accepted Service Request expressly states a specific rate and a fixed duration, fixed quantity of capacity, fixed quantity of hours or fixed completion date, that rate applies to the Professional Services covered by that Service Request for the stated duration, quantity or period. Any extension, renewal, additional capacity or additional work will be charged at the applicable rate then in effect unless Lonti expressly agrees otherwise in writing.

(g) No Perpetual Rate Lock. A Service Request that does not expressly fix both a rate and a finite duration or quantity does not lock the applicable rate indefinitely. A rate change made in accordance with this Section applies to Professional Services performed under that Service Request from the effective date of the rate change.

(h) No New Amendment Required. A rate change made in accordance with this Section does not alter Customer's committed Resource Allocation or any agreed committed reservation period and does not require execution of a new Professional Services Order or amendment.

13. SUSPENSION AND PAUSES

13.1 Suspension for Non-Payment

Sections 17.2 and 17.3 of the MSA are incorporated into this PSA and apply to Professional Services and Professional Services Fees, with references to Purchased Services read as references to the affected Professional Services.

13.2 Security, Legal and Harmful-Use Circumstances

The principles in Section 17.1 of the MSA also apply where performance of Professional Services would reasonably create a material security threat, material harm, unlawful activity or a material violation of the AUP. Lonti will limit any suspension or pause to the scope and duration reasonably necessary and will provide notice where reasonably practicable.

13.3 Dependency Pauses

Lonti may pause affected Professional Services where Customer dependencies or circumstances described in Sections 10 or 18 materially prevent performance. An operational pause does not by itself terminate the Professional Services engagement.

14. ACCEPTANCE

14.1 When Acceptance Applies

Acceptance applies only to Deliverables expressly identified in an SOW as subject to acceptance. Dedicated Capacity, T&M Services and ordinary Customer Work Product are not subject to formal acceptance unless an SOW expressly states otherwise.

14.2 Review Period

Customer will review each Deliverable subject to acceptance promptly upon delivery and will be deemed to have accepted the Deliverable unless Customer gives Lonti written notice of material nonconformity within ten (10) business days after delivery.

14.3 Rejection Notice

A rejection notice must describe in reasonable detail the specific material respects in which the Deliverable fails to conform to the acceptance criteria expressly stated in the applicable SOW.

14.4 Correction

Upon receipt of a valid rejection notice, Lonti will use commercially reasonable efforts to correct the verified material nonconformity and resubmit the Deliverable for Customer's review.

14.5 Services Are Separate

Acceptance testing under this Section does not apply to the Services governed by the MSA unless an applicable Order or Service-Specific Terms expressly provides otherwise.

15. WARRANTY FOR PROFESSIONAL SERVICES

15.1 Professional Services Warranty

Lonti warrants that the Professional Services will be performed in a professional and workmanlike manner using appropriately skilled personnel.

15.2 Remedy

Subject to Section 15.5, Customer's exclusive contractual remedy for breach of the warranty in Section 15.1 will be, at Lonti's option:

(a) re-performance of the nonconforming Professional Services; or

(b) if re-performance is not commercially reasonable, refund of the Professional Services Fees paid for the materially nonconforming Professional Services.

15.3 Exclusions

The warranty in Section 15.1 does not apply to an issue to the extent arising from:

(a) Customer's or a third party's modification of Customer Work Product or Deliverables;

(b) Customer's failure to follow applicable Documentation or Lonti's written instructions;

(c) inaccurate, incomplete or untimely Customer inputs;

(d) a Third-Party Service not supplied by Lonti; or

(e) no-charge Professional Services expressly identified as experimental, preview or evaluation work.

15.4 General Disclaimer

Section 14.4 of the MSA is incorporated into this PSA and applies to Professional Services, subject to the express warranty in Section 15.1 of this PSA.

15.5 Statutory Rights

Section 14.5 of the MSA is incorporated into this PSA and applies to Professional Services. Nothing in this PSA excludes, restricts or modifies a right, guarantee or remedy that cannot lawfully be excluded, restricted or modified.

16. INTELLECTUAL PROPERTY; OWNERSHIP AND STANDARD LICENCE

16.1 Customer Materials

As between the parties, Customer and its licensors retain all right, title and interest in Customer Materials. Customer grants Lonti, its Affiliates and subcontractors a non-exclusive licence to use Customer Materials only to the extent reasonably necessary to perform the Professional Services, comply with Customer's authorised instructions, address security or technical issues, or comply with Applicable Law.

16.2 Customer Work Product

As between the parties, Customer owns Customer Work Product created specifically for Customer in performing the Professional Services, subject to Lonti's ownership of Lonti Materials and applicable third-party licence terms.

To the extent any right in Customer Work Product created by Lonti or its personnel would otherwise vest in Lonti, Lonti assigns that right to Customer upon creation, subject to Customer's obligation to pay the applicable Professional Services Fees. Lonti will obtain from its personnel and subcontractors the rights reasonably necessary to give effect to this Section.

16.3 Lonti Materials

Lonti and its licensors retain all right, title and interest in Lonti Materials, including all related intellectual-property rights. No ownership of Lonti Materials transfers to Customer merely because Lonti Materials are used in performing Professional Services or incorporated into Customer Work Product or a Deliverable.

16.4 Licence to Embedded Lonti Materials

To the extent Lonti Materials are embedded in, incorporated into or reasonably necessary to use Customer Work Product or a Deliverable, Lonti grants Customer a non-exclusive, worldwide, perpetual, royalty-free licence to use those Lonti Materials solely as part of, and as reasonably necessary to use, maintain or modify, the applicable Customer Work Product or Deliverable for Customer's permitted business purposes, including permitted external-facing applications.

Customer may permit its employees, contractors and service providers to exercise that licence on Customer's behalf. Customer may not extract, resell, sublicense or commercially distribute Lonti Materials on a standalone basis unless Lonti expressly agrees otherwise.

If the relevant Lonti Materials are themselves Services, On-Premise Software or Separate-Licensed Components, Customer's rights in those materials are governed by the MSA, applicable Order, Documentation or applicable separate licence terms rather than this Section to the extent of any conflict.

16.5 Standard Rule; Special Treatment Requires an SOW

An SOW is not required for the standard ownership and licence treatment in this Section. If the parties want ownership, assignment or licence treatment for particular Deliverables that differs from these standard rules, the SOW must expressly identify the affected Deliverables and the different treatment.

16.6 Generalised Know-How

Lonti may freely use, retain and exploit generalised ideas, concepts, know-how, methods, techniques, skills and experience developed or acquired in performing the Professional Services, provided Lonti does not disclose Customer Confidential Information, Customer Data or Customer-specific source code in doing so.

16.7 Third-Party and Separately Licensed Materials

Customer Work Product or Deliverables may include third-party or separately licensed materials. Those materials remain subject to their applicable licence terms and are not transferred or licensed by Lonti beyond the rights Lonti is permitted to grant.

16.8 Feedback

Section 10.4 of the MSA applies to feedback concerning the Professional Services, Customer Work Product and Deliverables.

17. THIRD-PARTY SYSTEMS AND DEPENDENCIES

17.1 Interoperation

Professional Services may involve interoperability with Third-Party Services or other third-party systems, applications, software, APIs, infrastructure or data sources.

17.2 No Warranty for Third-Party Systems

Unless expressly stated in an SOW, Lonti does not warrant or guarantee the continued availability, performance, security, compatibility or interoperability of a Third-Party Service itself.

17.3 Customer Responsibility

Customer is responsible for maintaining all rights, licences, subscriptions, credentials and access to third-party systems necessary for performance of the Professional Services, except to the extent the applicable Professional Services Order or SOW expressly assigns that responsibility to Lonti.

18. PROJECT DELAYS AND PAUSES

18.1 Customer-Caused Delays

If Professional Services are delayed due to Customer action or inaction for more than fifteen (15) consecutive business days, Lonti may:

(a) reassign project personnel;

(b) revise project schedules and target dates;

(c) invoice for work performed and Dedicated Capacity or other capacity already committed and reserved; and

(d) require a revised SOW, change order or accepted Service Request, as applicable, before resuming affected work.

18.2 Other Delays

Lonti will not be liable for delay to the extent caused by Customer, a Third-Party Service or an event outside Lonti's reasonable control, subject to Section 20.6 of the MSA as incorporated under Section 24 of this PSA.

19. TERM AND TERMINATION OF PROFESSIONAL SERVICES

19.1 Term of This PSA

This PSA becomes effective when first incorporated into a Professional Services Order accepted by the parties and continues while any Professional Services governed by it remain outstanding.

Expiry or termination of the MSA does not by itself terminate an outstanding Professional Services Order, SOW, Resource Allocation or accepted Service Request. The provisions of the MSA incorporated into this PSA continue to apply to the Professional Services for so long as this PSA remains in effect.

19.2 Resource Allocation Term

Each Resource Allocation begins on its Service Commencement Date and continues for the duration or Initial Term stated in the applicable Professional Services Order or, where permitted, accepted Service Request.

A Resource Allocation with an agreed finite duration or end date, including one established by an accepted Service Request, expires automatically at the end of that period unless the applicable Professional Services Order, SOW or accepted Service Request expressly provides for continuation or renewal, or the parties accept an extension under Section 7. An allocation that is expressly agreed to continue after an Initial Term will continue as specified in the applicable document or, if no post-Initial-Term period is specified, on a month-to-month basis. If no duration, end date or Initial Term is stated, the allocation continues on a month-to-month basis until terminated in accordance with this Section.

19.3 Dedicated Capacity After the Initial Term

Unless otherwise stated in a Professional Services Order or accepted Service Request, a Dedicated Capacity allocation may not be terminated for convenience or reduced during its agreed committed reservation period, including any fixed extension period.

Where the applicable Professional Services Order or accepted Service Request expressly provides for Dedicated Capacity to continue on a month-to-month basis after its Initial Term or other fixed period, either party may terminate or reduce that continuing allocation on at least thirty (30) days' prior written notice. The rate applicable during month-to-month continuation is subject to Section 12.6. A fixed-duration allocation does not continue automatically merely because the parties may request or agree an extension.

19.4 T&M Services

T&M Services do not create an ongoing minimum purchase commitment unless a Professional Services Order, SOW or accepted Service Request expressly states otherwise. Customer may stop requesting future T&M Services at any time but remains responsible for Professional Services already performed, approved scheduled work that cannot reasonably be cancelled, and non-cancellable commitments incurred by Lonti in reliance on an accepted Service Request.

19.5 SOW Termination for Convenience

Unless otherwise stated in an SOW, Customer may terminate an SOW for convenience on at least thirty (30) days' prior written notice. Customer will pay Lonti for:

(a) Professional Services performed through the effective date of termination;

(b) non-cancellable commitments and third-party costs incurred in reliance on the SOW; and

(c) Dedicated Capacity or other Professional Services capacity scheduled and reserved during the notice period.

19.6 Termination for Cause

Either party may terminate an affected Professional Services Order, SOW or Resource Allocation if the other party:

(a) materially breaches the applicable Professional Services agreement and fails to cure that breach within thirty (30) days after written notice describing the breach; or

(b) becomes subject to an insolvency, administration, liquidation or similar proceeding in circumstances where termination is permitted by Applicable Law.

A party may terminate immediately if a material breach is incapable of cure.

19.7 Effect of Customer Termination for Lonti Breach

If Customer validly terminates Professional Services under Section 19.6 because of Lonti's uncured material breach, Lonti will refund prepaid Professional Services Fees attributable to Professional Services that will not be performed after the effective date of termination.

19.8 Effect of Lonti Termination for Customer Breach

If Lonti validly terminates Professional Services under Section 19.6 because of Customer's uncured material breach, amounts accrued before termination remain payable. Where Customer committed to a non-cancellable Initial Term, Customer will also remain responsible for Professional Services Fees committed for the remainder of that Initial Term, to the extent permitted by Applicable Law and subject to Lonti's obligation to mitigate loss where applicable.

19.9 Effect on Other Agreements

Termination or expiry of Professional Services does not by itself terminate the MSA or an Order for Services. Termination or expiry of an Order for Services does not by itself terminate Professional Services, although the parties may need to adjust or terminate affected Professional Services if access to the relevant Services is necessary to perform them.

19.10 Survival

Accrued payment obligations and provisions that by their nature should survive expiry or termination will survive, including provisions concerning ownership, licences, confidentiality, indemnification, limitation of liability and governing law.

20. TRANSITION ASSISTANCE

Following expiry or termination of a Professional Services Order, SOW or Resource Allocation, Lonti may provide reasonable transition assistance if requested by Customer and accepted by Lonti in writing. Unless otherwise agreed, transition assistance will be provided as T&M Services at the applicable rate then in effect under Sections 7 and 12.6.

21. CONFIDENTIALITY, SECURITY AND DATA PROTECTION

21.1 Confidentiality

Section 13 of the MSA is incorporated into this PSA and applies to Professional Services, Professional Services Orders, SOWs, Service Requests and related Confidential Information as if those matters formed part of the Agreement for purposes of that Section.

21.2 Personal Data and the DPA

To the extent Lonti processes Personal Data on Customer's behalf in connection with Professional Services, the DPA referenced in Section 7.4 of the MSA is incorporated into this PSA and applies to that processing, with references to the Services read as including the applicable Professional Services where the context requires.

21.3 Security

Lonti will maintain commercially reasonable administrative, technical and organisational safeguards appropriate to the nature of Customer Materials and Personal Data accessed or processed by Lonti in performing Professional Services.

21.4 Customer Systems and Third-Party Environments

Customer acknowledges that performance of Professional Services may require access to Customer systems and third-party environments and authorises Lonti, its personnel and subcontractors to access and use those systems and Customer Materials to the extent reasonably necessary to perform the Professional Services, subject to this PSA, the MSA provisions incorporated into it and the DPA where applicable.

22. INDEMNIFICATION

22.1 MSA Indemnification Provisions

Section 15 of the MSA is incorporated into this PSA only to the extent expressly stated in this Section 22.

22.2 Lonti Intellectual-Property Indemnity for Specified Deliverables

Professional Services, Customer Work Product and Deliverables do not automatically constitute Purchased Services for purposes of Section 15.1 of the MSA.

If an SOW expressly states that a specified Deliverable is covered by Lonti's intellectual-property indemnity, Sections 15.1 through 15.3 and 15.5 of the MSA apply to that specified Deliverable as if references to a Purchased Service were references to that Deliverable.

22.3 Customer Indemnity

Section 15.4 of the MSA is incorporated into this PSA and applies, as relevant, to third-party claims arising from Customer Materials, Customer's collection or use of data, a Customer application or service supplied by Customer to a third party, or Customer's unlawful use of Customer Work Product, Deliverables or the Services.

However, Customer is not required to indemnify Lonti under Section 15.4(a) of the MSA for an intellectual-property claim to the extent the alleged infringement was introduced solely by Lonti into Customer Work Product created by Lonti, except to the extent the claim arises from Customer Materials, Customer specifications or instructions, modifications not made by Lonti, or a combination or use not reasonably contemplated by the Professional Services.

22.4 Exclusive IP Remedy

Section 15.5 of the MSA applies to intellectual-property claims covered by this Section 22.

23. LIMITATION OF LIABILITY

23.1 Incorporation of MSA Liability Provisions

Section 16 of the MSA is incorporated into this PSA and applies to claims arising out of or relating to this PSA, Professional Services Orders, SOWs, Service Requests, Professional Services, Customer Work Product and Deliverables, subject to Section 23.2 below.

23.2 Professional Services Liability Cap

For purposes of Section 16.1 of the MSA:

(a) references to "paid Services" and "Services giving rise to the liability" are read as references to the paid Professional Services giving rise to the liability;

(b) the applicable fee base is the Professional Services Fees paid or payable by Customer for those Professional Services during the twelve (12) months immediately preceding the event giving rise to the claim; and

(c) if the event giving rise to liability occurs during the first twelve (12) months of a paid Professional Services engagement that has a fixed minimum fee commitment, the applicable fee base is the Professional Services Fees paid or payable for the first twelve (12) months of that committed engagement, or for the full committed term if that term is shorter than twelve (12) months.

For T&M Services or other Professional Services without a fixed minimum fee commitment, paragraph (b) applies based on Professional Services Fees paid or payable for work performed or committed during the relevant period.

For no-charge Professional Services for which no Professional Services Fees are payable, each party's aggregate liability arising from those Professional Services will not exceed AUD $100, subject to the exceptions in Section 16.3 of the MSA.

23.3 Other Limitations and Exceptions

Sections 16.2, 16.3 and 16.4 of the MSA apply to Professional Services without substantive modification, with references to this Agreement read as including this PSA and the applicable Professional Services documents.

24. GENERAL

24.1 Incorporated General Provisions

Sections 20.1, 20.2 and 20.5 through 20.15 of the MSA are incorporated into this PSA and apply to Professional Services and the Professional Services documents as if references to the Agreement included this PSA, Professional Services Orders, SOWs and accepted Service Requests, as the context requires.

24.2 Entire Professional Services Agreement

This PSA, together with the applicable Professional Services Order, any incorporated Rate Schedule, any applicable SOW, accepted Service Requests to the extent permitted by this PSA, and the provisions of the MSA expressly incorporated by this PSA, constitutes the entire agreement between the parties concerning the applicable Professional Services and supersedes prior or contemporaneous proposals, representations and agreements concerning the same subject matter.

Neither party relies on a statement or representation not expressly contained in those documents, except that nothing in this Section excludes liability for fraud or another liability that cannot lawfully be excluded.

24.3 No Customer Boilerplate

Section 20.4 of the MSA is incorporated into this PSA. Terms in a Customer purchase order, procurement system, supplier onboarding portal, ticket, email or other Customer document do not amend the Professional Services agreement merely because Lonti acknowledges, processes or acts on that document.

Only the operational and commercial details that this PSA expressly permits to be agreed through a Service Request become binding through that mechanism.

24.4 Operational Communications

For Service Requests, Working Schedule changes, approvals and other operational matters that this PSA expressly permits to be handled in writing, email and comparable written electronic communications are sufficient.

24.5 Legal Notices

Legal notices relating to Professional Services, including notices of termination and indemnification claims, must be given in accordance with Section 20.2 of the MSA as incorporated into this PSA.

24.6 Amendments and Waivers

Except for matters this PSA expressly permits to be agreed through a Service Request or other operational communication, an amendment or waiver of this PSA, a Professional Services Order or an SOW must be in writing and signed or electronically accepted by the party against whom it is to be enforced.

24.7 Electronic Acceptance

Consistent with Section 20.13 of the MSA, the parties may enter into Professional Services Orders, SOWs, amendments and other Professional Services documents electronically. A separate signature to this PSA is not required where a Professional Services Order expressly incorporates this PSA and is validly accepted by the parties.

24.8 MSA Amendments

References in this PSA to the MSA mean the version of the MSA identified or otherwise applicable when the relevant Professional Services Order is entered into, as later amended by agreement of the parties or in accordance with Section 19 of the MSA to the extent that Section validly applies between the parties.

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