

AltTab Pty Ltd

ABN 22 666 565 108

Schedule 1

Professional Services

Version 2.0 | Effective 1 July 2026

This Schedule applies to all Professional Services engagements, including Fixed Price projects, Time and Materials engagements, Prepaid Professional Services Hours, and Staff Augmentation. The applicable engagement type will be specified in the SOW.

This Schedule forms part of the Agreement together with AltTab's General Terms and Conditions (Terms) and the applicable Statement of Work (SOW). Capitalised terms not defined in this Schedule have the meaning given in the Terms. In the event of any inconsistency between this Schedule and the Terms, the SOW prevails, then this Schedule, then the Terms.

1. Scope and Engagement Types

1.1 AltTab provides Professional Services under four engagement models: (a) Fixed Price - a defined scope of work delivered for an agreed fixed fee; (b) Time and Materials - services delivered at agreed rates charged against actual time and materials expended; (c) Prepaid Professional Services Hours - a pre-purchased block of hours drawn down on demand; and (d) Staff Augmentation - placement of AltTab Personnel to work under Your day-to-day direction and supervision.

1.2 The applicable engagement model, scope, fees, and key assumptions are set out in the SOW. Where a SOW is silent on the engagement model, it is deemed to be a Fixed Price engagement.

1.3 Where a SOW spans multiple engagement models (for example, a Fixed Price project with a Prepaid Hours retainer), each component is governed by the provisions of this Schedule applicable to that model.

2. Fixed Price Engagements

2.1 Fixed Price engagements are based on the scope, assumptions, exclusions, and working arrangements set out in the SOW. The fixed fee covers the delivery of the agreed Deliverables within the agreed scope.

2.2 Fixed fees are invoiced at milestones specified in the SOW. Where no milestones are specified, AltTab may invoice fifty percent (50%) upon execution and fifty percent (50%) upon completion.

2.3 If any assumption in the SOW proves incorrect, any out-of-scope work is required, or any client dependency is not fulfilled, AltTab will notify You and the parties will agree a Variation in accordance with clause 8 of the Terms. AltTab is not obliged to perform out-of-scope work without an agreed Variation.

2.4 Deliverables and services are not subject to formal acceptance testing unless expressly agreed in the SOW. Where no acceptance process is agreed, Deliverables are deemed accepted five (5) Business Days after delivery unless You provide written notice of a specific deficiency.

3. Time and Materials Engagements

- 3.1** Time and Materials engagements are charged at the rates specified in the SOW. Where no rates are specified, AltTab's then-current standard rate card applies.
- 3.2** Time is recorded in minimum increments of fifteen (15) minutes. AltTab will maintain accurate records of time expended and make these available to You on request.
- 3.3** AltTab will provide a monthly report of time and materials expended within five (5) Business Days of month-end, unless a different reporting cadence is agreed in the SOW.
- 3.4** Where a SOW includes an estimated budget for a Time and Materials engagement, that estimate is not a cap or guarantee. AltTab will notify You promptly if the work is tracking to exceed the estimate by more than ten percent (10%), and the parties will agree how to proceed before AltTab continues.
- 3.5** Time and Materials work is invoiced monthly in arrears unless otherwise specified in the SOW.

4. Prepaid Professional Services Hours

- 4.1** Prepaid Hours are available for the categories of work described in the applicable SOW. Work must be formally requested through the AltTab Service Portal or by email to support@alttab.com.au.
- 4.2** All requests are acknowledged within one (1) Business Day. For project-based activities exceeding a threshold agreed in the SOW, AltTab will provide an estimated hours allocation for Your approval prior to commencement.
- 4.3** Time is recorded in minimum increments of fifteen (15) minutes. AltTab will determine the appropriate resource for each request.
- 4.4** Unused hours in a given month do not roll over to subsequent months unless expressly agreed in writing. Prepaid fees are non-refundable unless this Agreement is terminated in accordance with clause 14 of the Terms.
- 4.5** AltTab will provide a monthly hours report within five (5) Business Days of month-end showing hours consumed, the remaining prepaid balance, and a summary of activities performed.

5. Staff Augmentation

- 5.1** AltTab will provide the AltTab Personnel identified in the SOW (or such other personnel as agreed) to work under Your day-to-day direction and supervision for the term and working arrangements specified in the SOW.
- 5.2** You are responsible for managing and supervising the AltTab Personnel in the performance of their day-to-day duties. AltTab Personnel remain employees or contractors of AltTab at all times and are not Your employees for any purpose, including for superannuation, workers compensation, leave entitlements, or payroll tax.
- 5.3** You may give directions to AltTab Personnel regarding: (a) the location from which they work; (b) the workflows, tools, and processes they use; and (c) their interaction with Your staff and third-party vendors. All such directions must be lawful, reasonable, and consistent with this Agreement.
- 5.4** You must not direct AltTab Personnel to: (a) perform work that falls materially outside the skills described in the SOW without AltTab's prior written consent; (b) engage in any unlawful or unsafe activity; or (c) enter into contracts or commitments on AltTab's behalf.
- 5.5** AltTab Personnel will perform work during the hours and days specified in the SOW. Unless the SOW expressly provides otherwise, work is performed during standard Business Hours only. Work requested or directed outside Business Hours is subject to after-hours rate multipliers as set out in the applicable SOW or, where no multiplier is specified, AltTab's standard after-hours rates.
- 5.6** AltTab warrants that the AltTab Personnel will have the skills described in the SOW and will act with due care and skill in a professional manner consistent with applicable industry standards.

5.7 AltTab may, with reasonable notice to You, substitute AltTab Personnel where required due to resignation, illness, or other operational reasons. Replacement personnel will have substantially equivalent skills.

5.8 Where a SOW requires AltTab Personnel to hold specific certifications, clearances, or working with children checks, AltTab will obtain and maintain those requirements prior to the Service Commencement Date and will confirm compliance in writing before the applicable personnel commence work.

5.9 There are no defined deliverables or project outcomes under a Staff Augmentation SOW unless expressly stated. You take ownership of all outcomes arising from the direction and management of AltTab Personnel.

5.10 AltTab will conduct a monthly check-in with Your nominated representative to confirm the engagement is progressing as expected. Any material concerns or proposed adjustments will be managed in accordance with clause 8 of the Terms.

6. General Provisions - All Professional Services

6.1 All Professional Services engagements are subject to the Terms, including the provisions relating to fees and payment (clause 4), expenses and travel (clause 6), client responsibilities (clause 7), variations (clause 8), intellectual property (clause 9), confidentiality (clause 10), warranties (clause 12), and limitation of liability (clause 13).

6.2 Unless the SOW expressly provides for a minimum term, Professional Services engagements (other than Staff Augmentation) conclude on delivery of the agreed Deliverables or completion of the agreed scope. Either party may terminate for material breach as set out in clause 14.2 of the Terms.

6.3 Staff Augmentation engagements run for the term specified in the SOW. Either party may terminate at the end of the initial term or any subsequent term by providing not less than thirty (30) days' prior written notice, unless a different notice period is agreed in the SOW.