

SCHEDULE 4 - SOFTWARE DEVELOPMENT SERVICES

1 DEFINED TERMS

1.1 In addition to the defined terms in clause 1.1 of the Agreement, in this Schedule 4:

Specifications means the specification for the Custom Software, as set out in the Product Agreement or otherwise agreed between the parties in writing.

Specified Completion Date has the meaning given to it in section 4.1 of this Schedule 4.

2 GENERAL

2.1 The Client may wish to engage EHG Services to develop Custom Software from time to time.

2.2 This Schedule 4 applies if a Product Agreement states that EHG Services will provide Software Development Services.

2.3 The parties acknowledge that the terms in this Schedule 4 apply to:

2.3.1 any requests by the Client to EHG Services to customise the Licensed Product, including creation of customised reports;

2.3.2 any requests by the Client to EHG Services to develop a report which is not within the standard operation of the Licensed Product; and

2.3.3 whenever EHG Services otherwise customises the Licensed Product for the Client's benefit outside the scope of the Agreement.

2.4 The Client acknowledges that no representations or statements from prior discussions with EHG Services form part of the Specifications for the Custom Software.

3 FEES

3.1 Unless the parties agree in writing that a fixed Fee applies, EHG Services will provide a Fee Estimate for the Software Development Services using the Current Rates and:

3.1.1 the parties agree that the Fee Estimate is an estimate only; and

3.1.2 EHG Services will provide a revised Fee Estimate to the Client if required.

3.2 In consideration for the performance of the Software Development Services, the Client will pay the Fees calculated at the Current Rates (where a Fee Estimate has been provided) or as agreed between the parties (where a fixed Fee applies).

4 TIMEFRAMES

4.1 Subject to clause 4.2.3 of the Agreement, EHG Services will endeavour to complete the Custom Software by the date (if any) specified in the Product Agreement or otherwise agreed between the parties in writing (**Specified Completion Date**).

4.2 If delays occur, EHG Services will notify the Client, stating the reasons for the delay and provide a revised timeframe for completion.

5 VARIATIONS

- 5.1 The parties acknowledge that any additional work which is performed at the request of the Client and which varies or amends the scope of work in the Specifications may require EHG Services to change its Fee Estimate or fixed Fee, as applicable.
- 5.2 The parties acknowledge that if there are variations to the scope of work (including variations to the Specifications) EHG Services may not be able to be complete the Software Development Services by the Specified Completion Date.

6 TESTING AND INSTALLATION

- 6.1 EHG Services will conduct its own tests on the Custom Software using a standard EHG Services test environment prior to installation of the Custom Software. However, the Client acknowledge and agrees that:
 - 6.1.1 testing of the Custom Software in the Client's environment using Client Data is required to fully test the Custom Software, and such testing is to be performed by the Client; and
 - 6.1.2 EHG Services may not test the Custom Software against all standard reports available with the Licensed Product unless such testing is included in the Specifications.
- 6.2 Where relevant, EHG Services will test the Custom Software with the most commonly used version of the four leading internet browsers (Chrome, Firefox, Internet Explorer and Safari) at the time of testing. The parties acknowledge that the Custom Software may not be compatible with other internet browsers or, due to the dynamic nature of browser upgrades, the latest versions of the four leading internet browsers.
- 6.3 The Client agrees to do its own testing of the Custom Software against the Specifications within two weeks of being provided with the Custom Software for installation. If the Client finds any defects and reports them to EHG Services within this two week period, EHG Services will remedy those defects and provide the Custom Software to the Client for re-installation.
- 6.4 If EHG Services does not receive any feedback or notification of defects within two weeks of installation, or a re-installation, of the Custom Software, then the Client is deemed to have accepted the Custom Software and EHG Services' Fees will become payable.
- 6.5 The process in sections 6.1 to 6.4 above will be repeated a maximum of two times and will at all times be in reference to the Specifications. If, following the third installation of the Custom Software, the Client can demonstrate that the Custom Software does not meet the requirements of the Specifications, the Client may terminate the Software Development Services by notice to EHG Services in writing. Upon such termination, EHG Services will not provide the Custom Software to the Client and the Client will not be liable for any Fees in respect of the Software Development Services, however all other terms of the Agreement will continue to apply in full. EHG Services will return any deposit paid by the Client for the Software Development Services.

7 INTELLECTUAL PROPERTY

- 7.1 The Client acknowledges that, as between the parties, EHG Services retains ownership of all Intellectual Property Rights in Custom Software.
- 7.2 Upon completion of the Software Deployment Services, the Custom Software will be licensed to the Client on the same terms as the Licensed Product as set out in Schedule 1.

7.3 The Client acknowledges that EHG Services may incorporate the Custom Software into future modules of the Licensed Product that will be available to all customers of EHG Services.

8 ONGOING SUPPORT

8.1 Support and Maintenance Services may be provided by EHG Services in relation to the Custom Software in accordance with the relevant Service Level Agreement if requested by the Client and provided that the Custom Software is not further modified by the Client.

8.2 The provision of Support and Maintenance Services for the Custom Software will result in an increase in the Support Fee as determined by EHG Services, as specified in the Product Agreement.

8.3 Additional Fees may be incurred in respect of the ongoing supply of Support and Maintenance Services for any Custom Software that does not become incorporated into the core Licensed Product.