



DIGITAL INTERACT PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule shall apply where the Customer requires TAG to provide it with Professional Services in relation to Customer's subscribing to the Subscribed Services. This Schedule is supplemental to the TAG General Terms and Conditions for Subscribed Services ("Agreement").

1 Definitions

1.1 In this Schedule, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Acceptance Procedure	means the process for assessing and accepting Deliverables as set out in the relevant Order Form.
APIs	means application programming interface.
Deliverables	means a set of agreed services, documentation or software that will be delivered by TAG to Customer as part of the scope of the Implementation Services.
Implementation Services	the description of the Professional Services to be provided by TAG under this Schedule and as further described below;
Statement of Work or SOW	means the document setting out as a minimum (i) the Professional Services being delivered; (ii) the schedule for delivery; (iii) associated pricing (if not set out in the Order Form); (iv) description of the deliverables. Each SOW shall be incorporated into this Agreement by reference.

2 Provision of Services

2.1 TAG will provide its standard Implementation Services in accordance with this Agreement. In the event that the Customer requires the Subscribed Services to be customised, the specification for such customisation shall be set out and agreed in a Statement of Work.

2.2 If a Customer issue prevents TAG from providing the Implementation Services in whole or in part and the Customer fails to provide TAG with reasonable advance notice, TAG reserves the right to invoice the Customer for the time allocated to be spent on the Implementation Services if TAG is unable to reutilise the resources.

3 Method

3.1 TAG's approach with respect to the delivery of the standard Implementation Services is described below and TAG's approach with respect to the delivery of custom Implementation Services (if any) is described in the relevant Statement of Work.

4 Acceptance

Where applicable, the agreed Acceptance Procedure will be defined in the relevant Order Form or SOW as applicable.

5 Roles and Responsibilities

The roles and governance for the Implementation Services are set out below.

6 Customer Responsibilities

6.1 The Customer's responsibilities are detailed below. Any additional Customer responsibilities agreed between the parties may be described in the Order Form:

- a) Ensure purchase of access rights and registration for any usage by Customer or any supplier for Subscribed Service.
- b) Procure that all approvals, management input, management review, and responses to issues and escalated matters are provided by the appropriate Customer representatives in a timely manner.
- c) Provide trained technical, business process and project management resources to perform Customer responsibilities and to assist with TAG's performance of the Professional Services.
- d) Provide in a timely manner all information, documentation, input and sign-offs (including designs, specifications and software Deliverables) reasonably required by TAG to perform the Professional Services.
- e) Provide and manage any Customer personnel (for example, key business and technical resources) as reasonably required for the effective and efficient delivery of the Professional Services.
- f) Obtain all consents and licenses necessary from third parties reasonably required for TAG to perform its obligations under this Schedule, and Customer shall be responsible for the contractual relationship with and performance of such third parties as required.
- g) Make available to TAG all appropriate documentation (including documentation of Customer's defined business processes) and necessary reports required for TAG to perform the Professional Services.
- h) Ensure that the Customer's contractors and personnel provide support, inputs, and resources as and when required, and that where necessary they shall provide assistance to TAG for the orderly handover of in-flight projects and roles, including provision of knowledge transfer, training and access to facilities and performance of activities, all in a timely manner so as not to impact TAG's ability to meet perform its obligations under this Schedule.
- i) Extract required data and providing it in the formats requested by TAG.
- j) Validate, cleanse and approve all data to be interfaced or uploaded to Subscribed Service.
- k) Establish and maintain telecommunications links and local area networks as needed for the Subscribed Service, including the security of its network and systems.
- l) Ensure the performance, reliability, availability or security of any third-party system or hardware and third party applications and third party software.

- m) Provide TAG with adequate work space as necessary for the duration of the Professional Services including meeting rooms for work on-site.
- n) Provide TAG with access to Customer's facilities as necessary for the performance of the Professional Services including all necessary identification material (badges, passes, cards, etc.) for the duration of the Professional Services. This includes necessary access to such buildings and systems during and after normal business hours, on weekends, and on holidays.
- o) Provide technical advice regarding any third-party systems to which TAG will have access.
- p) Ensure that Customer's contractors cooperate with and take necessary instruction from TAG.
- q) Customer will be solely responsible for determining whether the provision of the Professional Services and materials provided by TAG: (i) comply with all laws and regulations applicable to Customer; and (ii) comply with Customer's applicable internal guidelines and agreements with third parties.

6.2 If Customer includes any TAG confidential information and/or intellectual property rights in the Subscribed Services or TAG Materials in any Customer-created materials, such as manuals, guides or handbooks in any format or media (collectively "**Customer Materials**") such Customer Materials shall be restricted to Customer's internal use only and subject to the terms of the Agreement between Customer and TAG governing Customer's access to and use of the Subscribed Services and TAG Materials.

IMPLEMENTATION SERVICES

TAG shall implement and configure the Subscribed Services, and where required provide migration and/or integration services which will be in line with the service description set out below.

Implementation Services shall mean the oversight and implementation of the Service(s) in accordance with the scope and fees set out in the relevant Order Form including the following:

1. Development and sign-off of an implementation plan including the schedule, scope, roles and responsibilities, acceptance criteria and procedure.
2. Creation of a Customer site instance for the Subscribed Services, if within scope.
3. Configuration of Subscribed Services in accordance with scope.
4. Customer content migration within asset storage module in accordance with scope, including but not limited to categories/tags/locations/metadata delivered to TAG in the prescribed format and excluding historical project and job management data within and outside of asset storage module.
5. Integration services in accordance with scope, including but not limited to, provision of authorised API documentation, availability and access to authorized APIs, and technical support relating to the use of authorized APIs.
6. Implementing and maintaining project controls, documentation and governance
7. Creation of training materials, development of training plans and “train the trainer sessions”
8. Customer Go-live support in accordance with the Support Schedule

TAG and Customer responsibilities (a table with key activities/documents and associated owner)

Item	Task/Deliverable	TAG	Customer
Discovery			
	Customer Subject Matter Experts identified and appointed	x	
	Project kick off meeting		x
	Create project schedule		x
	Governance model and RACI		x
	Business requirements captured		x
	Technology requirements and integrations captured		x
	Alignment of Key Scope Elements and Change Request Process		x
	Info security reviewed	x	
	Confirmation of Customer acceptance within their IT environment	x	
	MSA sign-off	x	
	Commercial model and implementation cost sign off	x	
	Senior management official approval	x	
Data collection			
	Collection of Artefacts and Structures across users, processes and Data		x
	Confirmation of final requirements in scope for configuration		x
	Sign off of Configuration Document and Acceptance Criteria	x	
Technology Migration			
	Set up sites		x
	Implement the agreed configuration		x
Integrations			
	Integrations Complete	x	x
Customer Validation			
	Confirmation of review groups	x	
	Confirmation of agreed project schedule		x
	Configuration run through and validation		x
	Collection and categorisation of feedback		x
	Align change requests		x

Customer Training			
	Align go live date and sequence within customer organisation	x	
	Development and approval of Customer training documentation		x
	Identification of authorised users to be trained	x	
	Align training delivery mechanism and project schedule		x
	Conduct train the trainer sessions		x
	Customer training delivery	x	
Customer go Live			
	Go live		x
	Handover to Business As Usual support	x	

1. Team structure, roles and responsibilities

Customer Roles	Responsibilities	TAG Roles	Responsibilities
<i>Sr business sponsor</i>	Approves or gets approval for all key documents (incl. commercials) and scope elements within project, Customer side point of escalation	<i>Business Director</i>	Validates proposed key documentation (incl. commercials), approves or gets approval of all key documents, TAG side point of escalation
<i>Customer project lead</i>	Identifies, mobilises and instructs all necessary Customer resources (non-exhaustively: business representation, shared services, trainers), project manages delivery of required Customer Deliverables, solves or escalates issues as appropriate, reports on progress together with business readiness lead	<i>Business readiness lead</i>	Identifies, mobilises and instructs all necessary TAG resources (non-exhaustively: Operations and account representation, shared services and technology), project manages delivery of required TAG Deliverables, solves or escalates issues as appropriate, reports on progress together with Customer project lead, accountable for e2e delivery of project

<i>IT lead</i>	Provide IT related requirements, sign off on technical scope, support with all necessary technical documentation and internal configuration	<i>Implementation lead</i>	Vets all configuration documentation provided, mobilises required technology support to implement required configuration, project manage and deliver required integrations, provides validation environment and manages validation process
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<i>Legal lead</i>	Review and provide feedback on MSA, contractual and any other required documentation	<i>Legal counsel</i>	Provide support and feedback on any amends or queries regarding documentation
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<i>Procurement or finance lead</i>	Reviews and aligns project and ongoing financials provided within agreement	<i>Finance lead</i>	Provide support and feedback on any amends or queries regarding pricing
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<i>Business representation</i>	Provides business requirements, artefacts and structures required for configuration, provides feedback during validation, identify and mobilise internal trainers and trainees	<i>Operations/account lead</i>	Supports on definition of business requirements, artefact collection and structures, validate relevant element of configurations documents, supports validation process
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