

#### **SCHEDULE E: TECHNICAL DESIGN AUTHORITY**

## 1. Technical Design Authority Service Description

Vysiion's Technical Design Authority ("TDA") Service provides the Customer with a Technical Design Authority for the number of Days set out on the Order Form. The TDA will be responsible for providing the Customer with technical guidance and recommendations, acting as a technical representative of the Customer within Vysiion. The core responsibilities of the TDA are:

- Attending face-to-face or remote technical meetings with the Customer at a frequency of once per calendar month where at least twelve (12) days' per annum worth of TDA is contracted and at a frequency of once per calendar quarter where at least four (4) days' per annum worth of TDA is contracted;
- Advising the Customer of technical capabilities and services within the Vysiion portfolio, and how these can benefit the Customer;
- Provide input into the Customer's IT strategy upon request;
- Work closely with the assigned Service Manager (where purchased) to maintain service and technical harmony
- Reporting on all technical meetings, assigned actions and outcomes;
- Working closely with the Service Desk during faults or incidents affecting the services in the Customer solution;
- In the event of any incidents, review any incident report that provides an overview of the sequence of events and the root cause, and capturing any corrective actions to be taken.

The TDA's schedule will be determined through mutual agreement between Vysiion and the Customer at least 30 days in advance. The TDA will be free to undertake other work as assigned by Vysiion on days not allocated to the Customer. The TDA and the Customer shall work together to agree the content and format of deliverable reports and agree the format, location and agenda for technical meetings within thirty (30) days of Order acceptance.

#### 2. Service Commencement Date

The Service Commencement Date of Technical Design Authority for the purposes of invoicing the Technical Design Authority Charges, shall be the earlier of (i) the date that the Technical Design Authority attends his/her first meeting with the Customer and (ii) the Service Commencement Date of the first other Service under the applicable Contract (if applicable).

# 3. Additional Terms

The following terms and conditions apply to the provision of a Technical Design Authority by Vysiion in addition to Vysiion's General Terms.

### 3.1 **DEFINITIONS**

3.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

"Day" a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;

### 3.2 CUSTOMER OBLIGATIONS

- 3.2.1 The Customer shall:
- 3.2.1.1 provide, in sufficient time to enable Vysiion to perform the Service, such information, co-operation and support as Vysiion may reasonably require pursuant to the Contract and in order to carry out the Service and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and
- 3.2.1.2 provide Vysiion with reasonable office and information technology facilities as are reasonably required by Vysiion to perform its obligations under the Contract; and
- 3.2.1.3 appoint a Service Manager, who shall have the authority to commit the Customer on all matters relating to the Service.
- 3.3 The Customer's compliance with Clause 3.2 shall be entirely at the Customer's cost.