1. Bespoke Developments

1.1 <u>Customization based on Customer's needs</u>. Customer can request technical and/or functional customization of Payment Solutions ("**Bespoke Developments**"), based on Customer technical and commercial requirements ("**Customer Specific Requirements**").

1.2 <u>Types of Bespoke Developments</u>. Bespoke Developments can be:

1.2.1 <u>Private developments</u>. That is, modifications of Payment that can be used only by the Customer.

1.2.2 <u>Sponsored or community developments</u>. Any modification of Payment Solutions that is not a private development.

1.3 <u>Analysis and preliminary sizing</u>. Outpayce will analyse the Customer Specific Requirements and provide preliminary sizing to Customer.

1.4 <u>Specifications</u>

1.4.1 If the preliminary sizing is accepted by Customer, Outpayce will produce the specifications for the relevant Bespoke Development ("**Specifications**").

1.4.2 Customer must sign off the Specifications.

1.5 <u>Final sizing</u>

1.5.1 Once the Specifications are signed off by Customer, Outpayce will produce the final sizing.

1.5.2 The Parties will execute the relevant service order to contract the service to produce the Bespoke Development.

1.6 <u>Implementation plan</u>. If Customer accepts the final sizing, the Parties will work together in an implementation plan, which will include:

1.6.1 <u>Milestones</u>, which are conditional upon any dependency (such as cooperation by Third-Party Providers).

1.6.2 <u>Test plan</u>, which includes:

(a) Acceptance criteria, which are the objective criteria that the Parties will use to assess if the Bespoke Development meets the technical and functional requirements set out in the Specifications.

(b) Acceptance test period, including weekly planning.

(c) Test scripts and test data.

(d) Brush test plan, which will be a subset of the test scripts used to assess user acceptance testing readiness of the Bespoke Development.

1.7 <u>Customer cooperation and responsibilities in tests</u>. Customer must:

1.7.1 Provide the software and infrastructure under Customer's control which is required to trigger the user acceptance tests.

1.7.2 Deliver test cases for brush tests.

1.7.3 Nominate a dedicated entry point and experience Personnel to complete user acceptance testing.

1.7.4 Complete the user acceptance tests.

1.7.5 sign off successful user acceptance tests.

1.8 <u>Failure of user acceptance tests</u>

1.8.1 <u>Classification of defects</u>. Customer will use the following classification of defects to describe any defect that results in a failure to pass a user acceptance test:

(a) <u>Test Execution Blocking Defect</u> (logged as a "Severity 2 PTR"): failures blocking progress in the user acceptance test, preventing Cutover of the relevant Bespoke Development.

(b) <u>Test Acceptance Blocking Defect</u> (logged as an "urgent" "Severity 3 PTR"): failures for which no workaround for Production Environment is available and preventing Cutover of the relevant Bespoke Development, but which has no impact or a minor impact in the user acceptance test.

(c) <u>Non-Blocking Defect</u> (logged as a "non-urgent" "Severity 3 PTR"): Failures for which a workaround for Production Environment is available and which do not need to be fixed before the Cutover of the relevant Bespoke Development. Such failure will be fixed depending on available fixing capacities and after defects with higher severity levels are fixed.

(d) <u>Minor Defect</u> (logged as a "Severity 4 PTR"): other failures. Such failures will be fixed only if impacted Payment Solution must be modified due to other defects or requirements.

1.8.2 <u>Test failure procedure</u>. If a Bespoke Development has at least one (1) "Test Execution Blocking Defect" documented, the following procedure will apply:

(a) Outpayce will correct the failure within a reasonable time and resubmit the Bespoke Development for re-testing.

(b) Customer will re-test the relevant portion of the Bespoke Development for an additional Acceptance Test Period of up to thirty (30) calendar days.

(c) Re-testing described in this Clause will be limited to three (3) re-tests, unless the Parties agree otherwise in writing. If the Bespoke Development still fails the user acceptance criteria, Customer will either:

(i) Accept the relevant Bespoke Development as is.

(ii) Require further correction and testing cycles.

(iii) Reject the relevant Bespoke Development.

1.9 <u>Successful user acceptance tests</u>

1.9.1 <u>Written acceptance</u>. Bespoke Developments will pass user acceptance tests if there are no "Test Execution Blocking Defects" or "Test Acceptance Blocking Defects" documented in the relevant user acceptance test report at the end of the relevant acceptance testing period.

1.9.2 <u>Implicit acceptance</u>. Any code release into the Production Environment for any Bespoke Development, will be construed as a satisfactory completion of user acceptance testing.

1.10 <u>Abandoned projects</u>. If the project is dropped before the Bespoke Development is completed, Outpayce will be entitled to charge for time & material for the time spent on it (including the time spent on the analysis of the Customer Specific Requirements and drafting of the Specifications).

1.11 <u>Use of Bespoke Developments</u>. Outpayce retains all Intellectual Property Rights in all Bespoke Developments.

1.12 <u>Exclusivity rights</u>. Customers only have exclusivity rights over private developments, in exchange for valid consideration (maintenance Charges).

1.   **Bespoke links to Bespoke Providers**

1.1   <u>Conditions</u>. Customer can request the integration of any bespoke link to a Bespoke Provider, subject to the following conditions:

      1.1.1   Customer will be responsible for getting the Outpayce's terms of use of the Outpayce Payment Platform available <u>here</u>, executed by the relevant Bespoke Provider.

      1.1.2   Upon delivery of the terms of use signed by the Bespoke Provider, Outpayce may conduct a customary due diligence on the Bespoke Provider (KYC, security requirements, PCI DSS compliance, etc.).

      1.1.3   Unless otherwise agreed in written with the Customer, the Bespoke Provider will have to integrate into Outpayce's systems using Outpayce's integration tools (APIs, etc.) or purely bespoke links, at Outpayce's discretion.

1.2   <u>Use of bespoke links to Bespoke Providers</u>. Outpayce retains all Intellectual Property Rights in all bespoke links to Bespoke Providers.

1.3   <u>Exclusivity rights</u>. Bespoke links to Bespoke Providers are Bespoke Developments. As such, Customers have exclusivity rights over private developments (bespoke links to Bespoke Providers) in exchange for valid consideration (maintenance Charges).

1. Competency centres

1.1 <u>Outsourcing manpower</u>. Outpayce will make the Personnel (functional or technical experts) listed in the relevant service order available to Customer (outsourcing).

1.2 <u>Location of experts</u>. The competency centres can be provided remotely or in Customer's premises,

1.3 <u>Tasks</u>. The team of experts assigned to the competency centre will work only on the tasks included in the relevant work order. Additional tasks may imply additional Charges.

1.4 <u>Time</u>. The experts will second on the Customer for the time agreed under the relevant work order.

1.5 <u>Replacement of experts</u>.

    1.5.1 Outpayce will be entitled to replace any appointed expert by another expert.

    1.5.2 Customer can ask the replacement of experts provided that:

        (a) There is any other comparable expert available within Outpayce's Personnel.

        (b) Customer assumes the cost of relocation of the replaced and replacing expert.

1.6 <u>Categories of experts</u>

    1.6.1 <u>Program Directors</u>

        (a) <u>Expertise</u>. Multiple projects managed in parallel.

        (b) <u>Responsibilities</u>. Program management, supervision and evaluation of the program on the Customer's side. Participation in the strategic planning and budgeting initiatives in addition to problem solving. Program Director works within the guidelines, policies and mission of the Customer and will be accountable and responsible for specific projects as assigned.

    1.6.2 <u>Project Managers</u>

        (a) <u>Expertise</u>. Project management.

        (b) <u>Responsibilities</u>. Project implementation management, supervision and evaluation of the project on the Customer's side. Planning, execution and management of people, resources and scope.

    1.6.3 <u>Trainers</u>

        (a) <u>Expertise</u>. Provider Customer IT solutions and bespoke developments functionality.

        (b) <u>Responsibilities</u>. Provide instructional design and delivery of customized training, e-learning and documentation.

    1.6.4 <u>Functional & Technical experts</u>

        (a) <u>Expertise</u>

            (i) Consulting engagement key contributor.

            (ii) Functional expertise on Provider Customer IT systems and products, business rules or data set up, technical processes and interfaces.

            (iii) Knowledge on industry and community best practices in their domain.

        (b) <u>Responsibilities</u>

            (i) Advise on the system set up in line with the Customer's business objectives.

            (ii) Advise on industry and community best practice in the set-up and configuration.

            (iii) Advanced troubleshooting methods.

    1.6.5 <u>Implementation experts</u>

        (a) <u>Expertise</u>. Functional expertise on Outpayce systems and Payment Solutions, business rules or data set up, technical processes and interfaces.

(b)   <u>Responsibilities</u>. Provide additional support on top of the standard implementation agreement:

(i)   Data Management on behalf of Customer (e.g. business rules set up, data creation, etc.)

(ii)   Testing activities on behalf of Customer (e.g. testing planning, writing and execution)

(iii)   Product features activation (e.g. specific feature activated in new Integration).

1.6.6   <u>Development experts</u>

(a)   <u>Expertise</u>. functionality, technical processes and interfaces of Payment Solutions.

(b)   <u>Responsibilities</u>. Assessment, feasibility study, specifications, coding, internal testing, UAT standard support, load in production.

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