

## **Converge: Standard Terms and Conditions for Change Request Notes (CRNs)**

**Effective Date:** 20 October 2025

**Version:** v20251020

**Applies to:** All CRNs issued by Converge unless otherwise agreed in writing.

### **1. Applicability**

This document sets out the standard terms and conditions applicable to all Change Request Notes ("CRNs") issued by Converge ("the Service Provider") to its clients ("the Client"). These terms are deemed incorporated into and form part of each CRN, unless explicitly varied in writing and agreed by both Parties.

### **2. Relationship to Master Services Agreement**

Unless otherwise agreed in writing, these CRN Terms are governed by and subject to Converge's [Software-as-a-Service \("SaaS"\) Agreement](#). In the absence of a signed Agreement, the Parties agree that the CRN, once signed and/or acted upon, constitutes acceptance by conduct, and binds both Parties to these terms and the relevant provisions of Converge's standard Software-as-a-Service Agreement.

### **3. Pricing and Taxes**

All prices are stated in the calendar year in which the CRN is issued and accepted, and are exclusive of VAT and other applicable taxes, unless expressly stated otherwise in the CRN.

### **4. Payment Terms**

Unless explicitly stated on the CRN, the following terms will apply. In the event of any conflict between these terms and the specific terms recorded in a CRN, the terms of the CRN shall prevail:

- The full CRN value will be invoiced once the CRN has been signed by both Parties.
- 50% of the CRN value is payable within the month on which the CRN is signed.
- The remaining 50% is payable as agreed on the CRN

No work shall commence until:

1. The CRN has been signed by the Client.
2. A Purchase Order (PO) referencing the CRN has been issued.
3. Any undisputed overdue invoices have been settled in full.

### **5. Scope and Deliverables**

The CRN shall specify the scope, deliverables, timeline, and acceptance criteria. Work outside the agreed CRN scope is subject to a new or amended CRN.

### **6. Delays and Dependencies**

If delivery is delayed due to:

- The Client's failure to meet its obligations (e.g., provide access, data, resources), or

- Unforeseen dependencies outside Converge's control,

then timelines and costs may be revised by Converge in good faith and with prior notice.

### **7. Termination of CRN**

Either Party may terminate a CRN with written notice in the event of material breach, subject to reasonable opportunity to remedy. Fees for completed or in-progress work at termination shall be due proportionally.

### **8. No Waiver of Contractual Rights**

Execution or acceptance of a CRN does not waive or modify any other contractual rights or obligations under the Software-as-a-Service Agreement, unless explicitly stated in writing.

### **9. Entire Agreement**

Each CRN, together with these Terms and the Software-as-a-Service Agreement, constitutes the full agreement between the Parties for the changes described therein.

### **10. Severability and Precedence:**

If any term or condition of these CRN Terms and Conditions is expressly varied or overridden in a specific CRN, such variation shall apply only to that CRN and only to the extent expressly stated. All remaining provisions of these Terms and Conditions shall remain in full force and effect and binding on the Parties. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remainder of these Terms and Conditions.

**For questions or to request amendments to these terms, please contact your designated customer success manager.**