

**IMPORTANT INFORMATION ABOUT RENEWALS AND FEE INCREASES:** These Terms of Service include an automatic renewal clause which results in each Agreement automatically renewing for subsequent consecutive periods of twelve (12) months each, unless either party provides the other with at least ninety (90) days written notice prior to the expiry of the Initial Term or then current Renewal Term that it wishes to terminate the applicable Agreement. If such notice is given by you or us, the relevant Agreement will terminate at the end of the Initial Term or then current Renewal Term (as applicable). We may also increase the Fees payable under an Agreement by the greater of 5.5% and CPI in each 12-month period after the anniversary of the Commencement Date during the Term.

**IMPORTANT INFORMATION ABOUT EARLY TERMINATION FEES:** If an Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach, where you terminate the Agreement due to our delay in accordance with an Agreement, in accordance with clause 16.3 or where an Agreement is terminated by either party under clause 14), you must pay any early termination fees specified in the Order and/or any applicable Service Schedules.

**IMPORTANT INFORMATION ABOUT NEGOTIATING AN AGREEMENT WITH US:** Please note that we are happy to consider any reasonable amendments that you may wish to make to the documents that comprise an Agreement before you enter into the Agreement with us. If you wish to propose any such amendments, please contact us.

## Terms of Service

Centra Networks Pty Ltd (ACN 107 228 937)

Last updated: 11 September 2025

### 1. Our Agreements with you

- 1.1** These Terms of Service (**Terms of Service**) apply to Ordered Products and Services supplied by us, where these Terms of Service are expressly incorporated into contracts entered into by you and us. Each such contract is referred to in these Terms of Service as an **Agreement**.
- 1.2** An Agreement is entered into by you and us each time you submit an Order to us. Each Agreement with you comprises of:
- (a) these Terms of Service;
  - (b) the applicable Order(s) (including any schedules, addendums or annexures that were attached to an Order by us); and
  - (c) the applicable Service Schedule/s.
- 1.3** To the extent of any inconsistency between any of the documents listed in clause 1.2, the document listed first shall prevail, except where a document expressly specifies otherwise.
- 1.4** We have no obligation to supply any products or services under an Agreement other than as expressly required by the applicable Order.
- 1.5** Unless otherwise agreed in writing by you and us, we may modify:
- (a) these Terms of Service; and
  - (b) any Service Schedule;
  - (c) the modified versions will only apply to Agreements that we subsequently enter into with you; and
  - (d) we will provide you with a copy of the modified versions or upload them to our website at <https://www.centra.com.au/>.
- It is your responsibility to ensure that you have read and understood them before placing any Order.

### 2. Term

- 2.1** Each Agreement will commence on the Commencement Date specified in the Order, or if the Order does not specify a Commencement Date, the Agreement will commence on the date we receive the Order executed by or on your behalf.
- 2.2** If a contract term, initial term or minimum period is specified in an Order (**Initial Term**), upon expiry of the Initial Term, the Agreement will automatically continue for subsequent consecutive periods of twelve (12) months each (each such period, a **Renewal Term**), until and unless either party notifies the other party in writing that it wishes to terminate the Agreement at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable) (time being of the essence), in which case if such notice is provided, the Agreement will terminate at the end of the Initial Term or the then current Renewal Term (as applicable).
- 2.3** If an Agreement does not have an Initial Term, an Agreement will continue until the Ordered Products have been delivered in full and the Ordered Services have been configured and are ready for use, and thereafter until either party terminates the Agreement on ninety (90) days' prior written notice to the other party.

### 3. Supply of Ordered Products and Services

- 3.1** We will supply, and/or procure the supply of, each product and/or service specified in an Order (respectively, each an **Ordered Product** or **Ordered Service** and collectively, **Ordered Products and Services**) to you materially in accordance with the Specifications.
- 3.2** You must obtain (and where applicable, provide to us) all necessary:
- (a) cooperation, permissions, authorisations, assistance and consents (including all relevant End User and other consents and authorisations); and

- (b) access to such information (including account logins), Your Equipment, Personnel, End Users, servers, networks, data, content, facilities, documentation, records, resources, records, equipment and premises,

as reasonably required by us to supply and/or procure the supply of Ordered Products and Services to you. Where required by us, you must also arrange safe and timely access to Your Premises for our Personnel and Third Party Providers to Provision, to install, supply, deliver, support and maintain applicable Ordered Products and Services. Support and maintenance are not within the scope of an Agreement unless the applicable Order expressly states that they will be provided.

**3.3** With respect to any proposed installation, implementation, Provisioning, ready for service, commencement, supply or start dates specified in an Order:

- (a) such dates are estimates only;
- (b) where we are unable to install, implement or Provision, or arrange for the installation, implementation or supply, of any Ordered Products or commence supplying, or arrange for the supplying of, Ordered Services, by any agreed or estimated installation, Provisioning, ready for service, commencement or start date specified in an Order for any reason, you are not required to pay any Fees for the relevant Ordered Products and Services until we (or a Third Party Provider) confirm that the one of the following occur:
  - (i) in respect of Ordered Products, the Ordered Products are installed or Provisioned; or
  - (ii) in respect of Ordered Services, we (or a Third Party Provider) confirm that the Ordered Services are available to you; and
- (c) in respect of any delays in the installation or supply of any Ordered Products or the installation or Provisioning of any Ordered Services:
  - (i) we may terminate the part of the relevant Agreement that applies to the delayed Ordered Products or Ordered Services, by written notice to you, without liability, prior to the relevant installation, supply or Provisioning being completed, except where the delay is caused by a matter within our control or a Third Party Provider; and
  - (ii) you may terminate the part of the relevant Agreement that applies to the delayed Ordered Products or Services prior to the relevant installation, supply or Provisioning being completed, by written notice to us, and obtain a refund from us in respect of any Fees paid for such Ordered Products and Services, except where the delay is caused by a matter within your control,

but only if the Ordered Products are not installed or supplied, or if we do not Provision the Ordered Services (as applicable) within thirty (30) days after the agreed or estimated installation, supply or Provisioning date (as applicable) specified in the relevant Order for any reason.

**3.4** Except as otherwise agreed by you and us or in respect of additional remedies that may be available to you under non-excludable Applicable Law (if any), the express provisions of clause 3.3 are the sole rights and remedies available to you and us in respect of any delays in the installation or supply of any Ordered Products or the installation, supply or Provisioning of any Ordered Services.

**4. Performance and availability of Ordered Products and Services**

**4.1** We warrant that Ordered Products and Services will perform materially in accordance with the Specifications.

**4.2** We do not warrant that Ordered Products and Services will be:

- (a) uninterrupted or error-free, free from fault or external intrusion; or
- (b) suitable for or will meet your requirements,

unless such warranties are expressly set out in an Order or Service Schedule or cannot be excluded under non-excludable Applicable Law.

**4.3** We may vary the underlying technology used to supply Ordered Services at any time or from time to time, provided that the variation does not have any adverse effect on the Ordered Services.

**5. Your Equipment and Our Equipment**

**5.1** An Agreement does not transfer or assign title to Your Equipment to us.

**5.2** An Agreement does not transfer or assign title to Our Equipment to you, except to the extent that an Order or any Service Schedule expressly provides otherwise.

**5.3** You must not, except as authorised in writing by us, grant or permit the grant or existence of any Security Interest in Our Equipment.

**5.4** You must promptly notify us if any of Your Equipment in our possession or control becomes subject to any Security Interest or Purchase Money Security Interest (as defined under the PPSA). You must indemnify us from and against all and any loss and damage incurred by us caused by any such Security Interest, the repossession of Your Equipment and any other action taken by any person in respect of Your Equipment that is a secured party.

**6. Your Data**

- 6.1** Data in any form entered into, uploaded into or generated from Ordered Products and Services (**Your Data**) is, as between you and us, owned by you and an Agreement does not transfer any IPR in Your Data to us.
- 6.2** We will comply with all applicable Data Protection Laws in respect of Your Data. We will not use Your Data other than to:
- (a) perform our obligations under a relevant Agreement; and
  - (b) comply with our legal obligations.
- 6.3** You must ensure that:
- (a) you are fully entitled (and where applicable, licensed) to disclose to us all of Your Data that is entered into Your Equipment and Ordered Products and Services;
  - (b) you only provide us with Your Data or access to it that we require to perform the Ordered Services;
  - (c) all Personal Information in Your Data is accurate, up-to-date and complete;
  - (d) you have obtained all necessary consents required for us, our Personnel and Third Party Providers to collect, use, disclose and process Your Data for the purposes of an Agreement; and
  - (e) you will handle all notifiable data breach obligations under and in accordance with Applicable Law in respect of Your Data, including in respect of any End User's Personal Information that is jointly held by you and us.
- 7. Intellectual Property Rights**
- 7.1** As between you and us, we own all IPR in:
- (a) all Ordered Products (except to the extent that the Ordered Products are provided to you by us on behalf of a Third Party Provider or in our capacity as a distributor, reseller or channel partner in connection with an agreement that we have with any third party);
  - (b) all Ordered Services (including any software, Source Code, Object Code, databases and database structures that are incorporated into or supplied in connection with the Ordered Products and Services); and
  - (c) all Output (including any data except to the extent that it comprises Your Data) made available in or via the Ordered Products and Services, (collectively, **Our IPR**).
- 7.2** You must not represent that you own any of Our IPR.
- 7.3** You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute Our IPR and you must not do or authorise the commission of any act that would or might invalidate or be inconsistent with our (or our licensors') ownership of Our IPR.
- 7.4** You hereby assign to us all and any IPR in all and any comments in connection with Ordered Products and Services and any requests for new features, that you and/or your employees may make or suggest regarding them (each, **an Improvement Suggestion**). Each such comment and Improvement Suggestion becomes our sole and exclusive property. This assignment is effective when you or your employees make the comment or disclose the Improvement Suggestion to us including under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must procure from your employees an irrevocable and freely given written consent from each of them to the infringement of any Moral Rights that they may have in any such Improvement Suggestions by us and by any third parties who we authorise to operate or modify Ordered Products and Services.
- 7.5** Subject to clause 7.8, we will indemnify you against all and any loss and/or damage, arising out of or in connection with any valid claim brought by any third party against you that our supply of any Ordered Services to you in accordance with an Agreement infringes that third party's Intellectual Property Rights (**IP Claim**), provided that:
- (a) you notify us immediately upon the earlier of your receipt of any notice of any IP Claim or upon you suspecting or having reasonable cause to suspect that such an IP Claim may be made;
  - (b) you do not make any admission or settlement of the IP Claim without our prior written consent;
  - (c) you give us sole control of the defence and any negotiations for compromise or settlement; and
  - (d) you provide such assistance in connection with the IP Claim at our expense, as we reasonably require.
- 7.6** If any Ordered Services becomes the subject of any IP Claim referred to in clause 7.5, you must permit us if, and as we consider appropriate:
- (a) to replace all or part of the relevant Ordered Services with functionally equivalent software;
  - (b) to modify the relevant Ordered Services as necessary to avoid such claim; and/or
  - (c) to procure a licence from the relevant complainant to allow End Users to continue using the relevant Ordered Services during the Term.
- 7.7** If in the above circumstances we are unable to procure for you the right for your End Users to continue using the relevant Ordered Services or to provide you with functionally equivalent non-infringing software, or to modify the relevant Ordered Services, as necessary to avoid the IP Claim, either party may terminate the relevant Agreement.
- 7.8** We shall have no liability for any IP Claim that is caused by or arises out of:
- (a) End User Data; or
  - (b) your breach of an Agreement.

**8. New Versions, New Functionality and New Modules of the Software**

- 8.1** You agree and acknowledge that you are not entitled to receive, and that we are not obligated to supply, under this Agreement any new modules, functionality versions of the Software which from time to time is marketed by us as a new module, new functionality or new version of the Software.
- 8.2** During the Term, we may release to you updates of the Software that correct faults, add functionality or otherwise amends or upgrades the Software (each a **Maintenance Release**), but which does not constitute a New Version.
- 8.3** In respect of Software supplied on a software-as-a-service basis, we may at any time make Maintenance Releases available to you by automatically updating the instance of the Software that we make available to your End Users pursuant to the Agreement.
- 8.4** The provisions of this Agreement that apply to the Software will apply equally to any new modules, functionality, versions and Maintenance Releases that we make available to you.

**9. Hardware products**

- 9.1** This clause 9 only applies in respect of an Order that expressly provides for our supply of hardware that you purchase from us (**Purchased Hardware**).
- 9.2** In this clause 9, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter that are not otherwise defined in these Terms of Service have the meanings given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**), unless the context indicates otherwise.
- 9.3** Where an Order is for the supply of hardware to you, such hardware shall constitute an Ordered Product and:
- (a) we will:
    - (i) pack, or arrange for the packing of, the hardware suitable for delivery to the delivery location specified in the Order; and
    - (ii) arrange for the delivery of the hardware to the delivery location specified in the Order, subject to your payment of any customs, duties and taxes that may be levied by reason of the importation of the hardware, and any Fees that the Payment Terms require to be paid prior to delivery (where applicable);
  - (b) you must:
    - (i) provide us with access to the delivery location; and
    - (ii) carry out all necessary and relevant preparations at the delivery location reasonably required for us to deliver the hardware to it; and
  - (c) risk in loss or damage to the hardware that occurs after the hardware is delivered to the delivery location passes to you immediately upon its delivery to the delivery location.
- 9.4** It is agreed that until and unless the Fees for Purchased Hardware are paid in full to us in accordance with the Payment Terms you:
- (a) agree that an Agreement constitutes a Security Agreement in our favour in respect of each item of the hardware;
  - (b) consent to us effecting a registration on the PPSR in relation to the Security Interest arising under or in connection with an Agreement with respect to the hardware;
  - (c) must provide all access, assistance and cooperation required by us to effect registration on the PPSR and/or to enable us to exercise our rights under the PPSR in connection with the hardware;
  - (d) irrevocably appoint us to be your attorney to do all acts and things necessary to ensure our retention of title to the hardware, including the registration of any Security Interest in our favour with respect to the hardware;
  - (e) must store the hardware (until it is returned to us) in satisfactory condition and separately from all other goods, so that such hardware remains readily identifiable as our goods and from other goods held by you;
  - (f) must not damage or destroy the hardware;
  - (g) must not register any Security Interest or allow any third party to register any Security Interest in respect of the hardware without our prior written consent; must not destroy, deface or obscure any identifying mark or packaging on or relating to the hardware;
  - (h) must not allow any person to have or acquire any Security Interest in the hardware;
  - (i) must not remove the hardware from the delivery location;
  - (j) agree that we may repossess the hardware if payment for the hardware is not made in accordance with the Payment Terms or if an Agreement is terminated; and that in such circumstances you will provide us with full and unfettered access to the hardware for the purposes of recovering possession at your sole cost and expense;
  - (k) waive the right to receive any notice under the PPSA with respect to the hardware, except where the notice must be provided under a provision of the PPSA that cannot be excluded; and
  - (l) must indemnify us from and against, all and any losses, damages, costs and expenses that we incur in connection with the registration of a Security Interest over the hardware and/or any action taken by us to protect our Security Interests in the hardware.
- 9.5** You:
- (a) grant us an irrevocable licence (exercisable by us or by our agents on our behalf) to enter any land or premises for the purpose of inspecting, retaking possession of, or otherwise enforcing

- our rights in relation to Purchased Hardware, in respect of which the Fees have not been paid in full to us in accordance with the Payment Terms (including by breaking any locks, doors and windows as required to access such hardware and dismantling anything to which such hardware has been fixed) and hereby indemnify and hold us harmless from and against all and any claims for damage to property or personal injury that may result from us or our representatives exercising any rights under the licence referred to in this clause (b); and
- (b) agree that if we retake possession of any such hardware, we may deal with it as we think fit.

## 10. Confidentiality

- 10.1 Each party may receive information from the other party (**disclosing party**) during the Term that is marked as confidential or has the quality of confidential information under Applicable Law (**Confidential Information**).
- 10.2 The party who receives Confidential Information from the disclosing party (**receiving party**) may not, at any time without the disclosing party's prior written consent, use and/or disclose any Confidential Information, other than to exercise its rights and perform its obligations under an Agreement or to comply with Applicable Law.
- 10.3 Where we are required to do so under any contract with any Third Party Provider that provides us with services that we use to provide any Ordered Services, we may disclose your Confidential Information to the Third Party Provider.
- 10.4 Confidential Information excludes information:
- (a) that is independently developed, obtained or known by the receiving party, without breaching any obligation of confidence to the disclosing party;
  - (b) that the receiving party can prove was already known to it at the time it received the information from the disclosing party;
  - (c) that is in the public domain, except where due to a breach of an Agreement or any breach of any obligation of confidence or Applicable Law; or
  - (d) that the receiving party must disclose under the rules of any stock exchange on which it or its holding company is listed.

## 11. Acceptable Use

- 11.1 You must ensure that if an Order specifies that only certain persons may access and/or use Ordered Products and Services (each, an **End User**), that each such End User:
- (a) complies with each relevant Agreement, as if the End User was you;
  - (b) complies with all applicable Documentation, Applicable Law, our directions and policies (including any security policy) in the course of such access and/or use;
  - (c) does not infringe or permit any person to infringe any of our, or our licensors', IPR;
  - (d) provides us with access to Your Data, Personnel, Your Equipment and/or any cooperation or assistance as necessary for us to carry out our duties under any relevant Agreement;
  - (e) does not provide their passwords or other access credentials to any other person;
  - (f) only uses the Ordered Products and Services for the Permitted Purpose;
  - (g) immediately notifies us of any unauthorised or suspected unauthorised use or disclosure of any access credentials for Ordered Services; and
  - (h) uses reasonable and appropriate security measures and precautions when using any Ordered Services.
- 11.2 You must:
- (a) except in respect of internet connections provided or Provisioned by us to or for you, ensure that you maintain a reliable internet connection for us to connect to Your Equipment, Personnel, End Users, servers, networks, data, content, facilities, documentation, records, resources, records, equipment and premises, where required by us to provide any Ordered Services;
  - (b) ensure that Your Premises are suitable and maintained in a manner suitable for the use of any Ordered Products and Services;
  - (c) maintain all building cabling (existing and new) at Your Premises in accordance with all Australian industry standards and guidelines necessary for any Ordered Products and Services to operate; and
  - (d) not do anything that interferes with or prevents the proper functioning of any Ordered Services.
- 11.3 The availability of any Ordered Services will be subject to any bandwidth limitations, internet and network downtime and congestion, database size limitations, throughput limitations and other technical and non-technical limitations or restrictions as set out in the Specifications and/or Documentation.
- 11.4 Unless otherwise expressly specified in an Agreement, you must not, and must not permit any person to, use any Ordered Services:
- (a) to copy, alter, modify, tamper with, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance any Ordered Services or any trade marks, any patent or copyright notices, or any confidentiality legend, notice or other means of identification, used on or in relation to any Ordered Services;
  - (b) in any manner that breaches Applicable Law or violates all or any legal rights of any person in any jurisdiction (including any person's privacy, such as by way of identity theft or "phishing");

- (c) to license, sublicense, resell, assign, novate, transfer, distribute, or provide others with access to, any Ordered Services;
  - (d) to store, transmit, distribute or introduce malicious programs into our systems, network or servers (e.g., viruses, worms, trojan horses, e-mail bombs);
  - (e) to make fraudulent or misleading offers of goods or services;
  - (f) to carry out security breaches or disruptions of network communication (security breaches include accessing data of which you are not an intended recipient, logging into a server or account that you are not expressly authorised to access, corrupting any data, network sniffing, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
  - (g) to execute any form of network monitoring which will intercept data not intended for you; or
  - (h) to circumvent user authentication or security of any of our hosts, networks or accounts or those of our customers or Third Party Providers,
- (collectively, **our Acceptable Use Policy**).

## **12. Fees**

**12.1** You must pay the Fees to us in accordance with the Payment Terms.

**12.2** We may, by notice to you, increase the Fees payable under any Agreement by the greater of 5.5% and CPI once in each 12 month period on and from the first anniversary of the Commencement Date.

**12.3** Except as expressly specified otherwise in the Payment Terms, all invoices issued by us must be paid in advance within fourteen (14) days from the date that you receive the invoice.

**12.4** The Fees are exclusive of all taxes such as GST and you agree to pay all such taxes to us, in respect of any supply (as that term is defined in the GST Law) made for the purposes of the relevant Agreement. You must pay all such taxes at the same time as the Fees in accordance with the Payment Terms.

**12.5** Without limiting any other rights or remedies available to us or you, we may suspend our obligations under an Agreement and your access to Ordered Services if you fail to pay the Fees in accordance with the Payment Terms.

**12.6** If you fail to make any payment due to us under an Agreement in accordance with the Payment Terms then, we may notify any credit reporting body or agency of the default and without limiting our rights and remedies, you shall pay interest on the overdue amount, up to the highest rate of interest available under Applicable Law specified by us. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment, and you shall pay the interest together with the overdue amount upon demand by us.

## **13. Liability**

**13.1** Ordered Products and Services and any Output does not constitute financial, legal or other advice. You must obtain all appropriate professional, financial, legal and other advice as applicable before relying on any Output. You must not represent (either expressly or impliedly) that any Output is our advice.

**13.2** A party is not liable for any failure to perform its obligations under an Agreement to the extent such failure was caused by the other party or the other party's Personnel.

**13.3** Except to the extent such loss cannot be excluded from an Agreement under non-excludable Applicable Law, neither party is liable to the other party for any loss of profits, loss of business opportunity, loss of revenue (other than caused by your failure to pay the Fees) or loss of savings, or for any other consequential or indirect loss or damage, whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

**13.4** Except to the extent such loss cannot be excluded from an Agreement under non-excludable Applicable Law or specified otherwise in an Order, a party (in this clause Error: Reference source not found, the **first party**)'s aggregate liability for all loss and damage that the other party may incur due to one or more breaches of the Agreement by the first party, that is not otherwise excluded by the terms and conditions of the Agreement, is, except as otherwise specified in the applicable Order, capped at an amount equivalent to the amount of the Fees paid and payable under the Agreement in the 12 months prior to the last breach.

**13.5** Where liability for breach of any guarantees under the ACL or similar state or territory law can be limited, our liability arising from any breach of those guarantees (if any) is limited, where reasonable, at our option:

- (a) with respect to the supply of goods, to the replacement or repair of the goods or the cost of resupply or replacement of the goods; and
- (b) with respect to services, to the supply of the services again or the cost of re-supplying the services again.

**13.6** Other than any non-excludable guarantees (if any) implied into an Agreement under the ACL or similar state or territory law, all conditions, warranties and guarantees that would be implied in the Agreement are hereby excluded from the Agreement.

## **14. Force Majeure Event**

**14.1** A party is not liable for any failure to perform its obligations under an Agreement if such failure was caused by a Force Majeure Event. If a Force Majeure Event that prevents a party from performing any

of its material obligations under an Agreement continues for forty-five (45) consecutive days, either party may terminate the Agreement by prior written notice to the other party while the Force Majeure Event continues.

## 15. Insurance

15.1 We will, at our own cost and expense, obtain and maintain during the Term, the following insurances for all and any claims arising in connection with the performance of each relevant Agreement:

- (a) workers compensation insurance covering liability for our employees
- (b) public liability insurance in the sum of twenty million dollars (\$20,000,000) in respect of each claim
- (c) products liability insurance in the sum of twenty million dollars (\$20,000,000) in respect of each claim and in the aggregate
- (d) professional indemnity insurance in the sum of five million dollars (\$5,000,000) in respect of each claim
- (e) cyber liability insurance in the amount of at least two million dollars (\$2,000,000).

## 16. Termination

16.1 A party may terminate an Agreement by written notice to the other party if the other party (the **defaulting party**) commits a breach of the Agreement:

- (a) that is not remediable; or
- (b) that is remediable and the defaulting party fails to remedy the breach within fourteen (14) days of receiving written notice from the other party requiring the defaulting party to remedy the breach.

16.2 We may terminate an Agreement by notice to you if a Third Party Provider ceases to provide hardware, software, products or services that we require to comply with our obligations to supply the Ordered Products or Services to you under that Agreement, except where the Third Party Provider ceases to do so due to our breach of an agreement between us and the Third Party Provider. If we wish to terminate an Agreement under this clause 16.2, we will provide you with at least sixty (60) days prior written notice of termination, or if that is not possible, as much notice as is possible in the circumstances.

16.3 Either party may terminate an Agreement by written notice to the other party if the other party suffers an Insolvency Event, except where such termination would contravene the *Corporations Act 2001* (Cth).

16.4 If an Agreement is terminated for any reason, each party shall, at the other party's option, promptly return or destroy all copies of the other party's Confidential Information in its possession or control to the other party.

16.5 If an Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term (other than due to our breach, where you terminate the Agreement under clauses 3.3 or 16.3 or where the Agreement is terminated by either party under clause 14), you must pay any early termination fees specified in the Order (collectively, the **ETFs**). By entering into an Agreement, you acknowledge that the ETFs are a reasonable estimate of the loss that we will suffer due to an early termination of the Agreement. If ETFs are payable, we will issue a tax invoice to you in respect of the ETFs and you will pay that invoice within thirty (30) days from the date that you receive the invoice.

16.6 Upon termination of an Agreement we will have no further obligation to supply Ordered Products and/or Ordered Services under the Agreement and any rights or obligations that, by their nature, survive termination shall so survive, including any provision dealing with confidentiality, IPR, limitation of liability, dispute resolution and jurisdiction.

16.7 Termination of an Agreement does not affect any accrued rights of either party.

## 17. Notices

17.1 All notices required or permitted to be made under an Agreement shall be in writing and shall be deemed delivered if:

- (a) delivered in person;
- (b) sent by post to the recipient's postal addresses identified in the relevant Order; or
- (c) sent by email to the recipient's email addresses identified in the relevant Order.

17.2 Notice given under subclause 17.1(a) shall be deemed to have been received by the recipient upon delivery.

17.3 Notice given under subclause 17.1(b) shall be deemed to have been received by the recipient six (6) Business Days after posting if posted domestically in Australia, or twenty (20) Business Days after posting to or from any other country.

17.4 Notice given under subclause 17.1(c) shall be deemed to have been received by the recipient on the day on which it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email, unless a delivery failure email is received, or otherwise when a reply to the email is received.

17.5 Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 17.

## 18. Dispute Resolution

- 18.1** Before court or arbitration proceedings other than for urgent interlocutory or equitable relief may be commenced by either party to an Agreement against the other party, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with an Agreement (including any dispute as to the validity, breach or termination of an Agreement, or as to any claim in tort, in equity or pursuant to any statute).
- 18.2** Notice (the **notice of dispute**) must be given in writing by the party claiming that a dispute has arisen to the other party specifying the nature of the dispute.
- 18.3** Upon receipt of the notice of dispute, senior representatives of the parties must meet in person, by telephone, via video conference or by other agreed means and attempt to resolve the dispute.
- 18.4** If within ten (10) Business Days of receipt of the notice of dispute, the dispute is not resolved, then the parties shall refer the dispute to the Resolution Institute, (ACN 008 651 232); email: infoaus@resolution.institute; telephone: (02) 9251 3366 for facilitation of a mediation in accordance with Resolution Institute's Mediation Rules.
- 18.5** The parties must co-operate with Resolution Institute as facilitator.
- 18.6** If within ten (10) Business Days after referral of the dispute to Resolution Institute the parties have not agreed upon the mediator or other relevant particular, the mediator and any other relevant particular will be determined in accordance with Resolution Institute's Mediation Rules.
- 18.7** Nothing in this clause 18 shall prevent any party from seeking urgent interlocutory or equitable relief in connection with any Agreement.
- 18.8** Each party will bear its own costs in respect of complying with clauses 18.1 - 18.6.

## **19. Non-Solicitation**

- 19.1** Neither party (in this clause 19.1, the **first party**) may, without the prior written consent of the other party, engage, employ, induce or cause a third party to induce any of the other party's employees engaged in the performance of an Agreement to enter into a contract for service or a contract of employment with the first party.
- 19.2** Clause 19.1 will only apply during the Term and for the period of six months from: (a) the expiry of the Term; or (b) the effective date of termination (if an Agreement is terminated prior to the expiry of the Term).
- 19.3** Employment or engagement of any employee of the other party by the first party following the employee's submission of a job application in response to a general advertisement placed on a jobs website or in a newspaper advertisement will not constitute a breach by the first party of clause 19.1.
- 19.4** The parties agree that the restrictions in this clause 19 are necessary to protect the legitimate interests of each party.

## **20. General**

- 20.1** A party may **not** assign its rights or novate its obligations under an Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed).
- 20.2** If any part of an Agreement is deemed invalid by a court of competent jurisdiction, the remainder of the Agreement is still enforceable.
- 20.3** The relationship between you and us is non-exclusive and nothing in an Agreement will:  
(a) prevent us from supplying any goods or services to any third party in our absolute discretion; or  
(b) prevent you from engaging any third party to provide you with any goods or services in your absolute discretion,  
unless the relevant Order specifies otherwise.
- 20.4** We are an independent contractor and nothing contained in an Agreement creates any relationship of partnership, employment, joint venture or agency between you and us.
- 20.5** Each Agreement is the entire agreement between you and us about its subject matter and supersedes all other proposals, arrangements, representations or agreements between you and us about its subject matter. Without limiting the foregoing provisions of this clause 20.5, any terms of trade, purchase order terms or other terms and conditions that you issue to us (whether before or after the Agreement is entered into) are not binding and do not form part of the Agreement.
- 20.6** An Agreement may be amended only by a written document signed by you and us and a provision of or a right under an Agreement may not be waived or varied except in writing signed by you and us.
- 20.7** Each Agreement is governed by the laws in force in Queensland. You and we submit to the non-exclusive jurisdiction of the courts located in Queensland and the courts of appeal from them in relation to any proceedings and disputes concerning an Agreement.

## **21. Definitions and Interpretation**

- 21.1** In these Terms of Service, words in bold font in parentheses have the meanings given to them therein. In addition, words defined in the relevant Order have the meanings given therein and the following words have the following meanings:  
**Australian Consumer Law** and **ACL** mean schedule 2 to the Competition and Consumer Act 2010 (Cth).

**Applicable Law** means any legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency, including Data Protection Laws, in any applicable jurisdiction.

**Business Day** means any day from Monday to Friday excluding public holidays in New South Wales.

**Business Hours** means 9:00am – 5:00pm on Business Days.

**Commencement Date** means the date from which an Agreement will commence in accordance with clause 2.1.

**CPI** means the most recently published Consumer Price Increase (CPI) movement (All Groups CPI, Australia, annual movement (%)) published by the Australian Bureau of Statistics (**ABS**) or any replacement thereof published by the ABS.

**Data Protection Laws** means all applicable data protection and privacy laws in any applicable jurisdiction, including the *Privacy Act 1988* (Cth).

**Documentation** means any user manuals, notes, technical instructions, compatibility requirements and other documentation provided by us in respect of the Ordered Products and Services.

**End User** has the meaning given to it in clause 11.1.

**Fees or Charges** means any fees and charges specified in an Order or any attachment thereto.

**Force Majeure Event** means war, industrial action, government action, natural disaster, flood, labour disturbance, pandemic or other circumstances beyond a party's reasonable control.

**GST and GST Law** have the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) or reduction of capital of that party; (c) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (d) the party suspends payment of its debts to the other party or a third party, or the party takes the benefit of any law for the relief of insolvent debtors; or (e) anything analogous or having a substantially similar effect to any of the events described in (a) through (d) above occurs under the law of any applicable jurisdiction.

**IPR** means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under Article 2 of the Convention Establishing the World Intellectual Property Organisation, and all rights to enforce any of the foregoing rights.

**Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth).

**Object Code** means Source Code in compiled or binary form.

**Order** means a document entitled "Order", "Proposal", "Quotation", "Statement of Work" issued by us to you that you confirm to us you accept (either by signing it and returning it to us, or by otherwise indicating your acceptance of it including by paying any deposit or other amount specified in the document). Upon such confirmation, you will be deemed to have submitted the Order to us.

**Ordered Product** has the meaning given in clause 3.1.

**Ordered Service** has the meaning given in clause 3.1.

**Our Equipment** means any equipment, systems, software, networks, servers, hardware, cabling, ports, switches or other ancillary equipment or tools owned or operated by us.

**Output** means any reports and other output generated by any Ordered Services.

**Payment Terms** means payment terms set out in an applicable Order.

**Permitted Purpose** means any permitted purpose set out in an applicable Order in respect of any product and/or service.

**Personal Information** means any personal information (as defined in the Privacy Act) that we collect, hold, use or disclose in the course of performing our obligations under a relevant Agreement.

**Personnel** means a party's employees, agents, officers and subcontractors. We are not your Personnel and you are not our Personnel for the purposes of this definition.

**PPSA** means *Personal Property Securities Act 2009* (Cth) as amended from time to time and any regulations thereunder.

**Provisioning** means setup, installing and/or making a relevant Ordered Service available for use by End Users and "Provision" has a corresponding meaning.

**Security Interest** has the meaning given to it in the PPSA.

**Service Schedule** means a document with that title that we supply to you.

**Source Code** means human readable computer code.

**Specifications** means the technical, functional and non-functional specifications for Ordered Products and Services as set out in, referred to from, or attached by us to, an Order.

**Term** means the term of an Agreement determined pursuant to clause 2.

**Third Party Provider** means any of our third party suppliers, vendors, subcontractors or providers who provide any goods or services that we rely on, supply or resupply as part of Ordered Products and Services.

**We, our and us** means Centra Networks Pty Ltd (ACN 107 228 937).

**You and your** means, in respect of any Agreement, the party that has entered into the relevant Agreement with us, as specified in the Order.

**Your Equipment** means any systems, software, networks, servers, equipment, hardware, cabling, ports, switches and/or other ancillary equipment or tools owned or operated by you or on your behalf, other than Our Equipment. For the avoidance of doubt, Our Equipment is not Your Equipment.

**Your Premises** means any premises owned, controlled or occupied by you specified in an Order.

**21.2**

Unless the context requires otherwise:

- (a) a reference to "a party" means you or us (as the context dictates) and a reference to "the parties" means you and us;
- (b) headings and underlinings are for convenience only and do not affect the construction of an Agreement;
- (c) a provision of an Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;
- (d) currency or "\$" refers to Australian dollars;
- (e) a reference to a statute or regulation includes amendments thereto;
- (f) a reference to time is to time in Queensland;
- (g) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;
- (h) the words "such as", "including", "particularly" and similar expressions are not words of limitation and shall be interpreted as if the words "but not limited to" immediately followed them in each case; and
- (i) a reference to the singular includes the plural and vice versa.