



MASTER SERVICES AGREEMENT

ENTERPRISE VERSION

FOR IT PRODUCTS AND SERVICES

CENTRA NETWORKS PTY LTD

[NAME OF CUSTOMER]

[DATE]

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THIS Master Services Agreement is dated [DATE].

Parties

- (1) Centra Networks Pty Ltd ABN 29 107 228 937 of Suite 1 / 200 Barry Pde FORTITUDE VALLEY QLD 4006 (**Centra Networks, we, our and us**)
- (2) [insert customer name] [insert ABN] of [insert address] (**Customer, you and your**)

Background

Centra Networks is a provider of information technology products and services. The Customer wishes to obtain from Centra Networks, and Centra Networks wishes to provide to the Customer, products and services on the terms and conditions set out in this MSA, relevant Statements of Work and applicable Service Schedules.

It is agreed as follows.

OPERATIVE TERMS

1. Definitions and Interpretations

- 1.1. In this MSA, words in bold font in parentheses have the meanings given to them therein. In addition, 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 a Contract will commence in accordance with clause 3.2.

Corporations Act means the *Corporations Act 2001* (Cth).

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.

Customer Data has the meaning given to it in clause 7.1

Customer Equipment means any equipment, systems, software, networks, servers, hardware, cabling, ports, switches or other ancillary equipment or tools owned or operated by the Customer or on the Customer's behalf, other than Centra Networks Equipment.

Customer Site means any premises owned, controlled or occupied by the Customer specified in a Statement of Work.

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 Centra Networks to the Customer in respect of any Products and/or Services.

Early Termination Fees or ETFs means:

- (a) any early termination fees specified in an applicable Statement of Work or Service Schedule; or
- (b) where no early termination fees are specified in an applicable Statement of Work or Service Schedule, the following costs and fees:
 - (i) costs incurred by Centra Networks that are associated with Centra Networks' engagement of Personnel allocated to the Contract to the extent those costs cannot be recouped by Centra Networks by reallocating them to other work;
 - (ii) applicable early termination fees and cancellation fees payable by Centra Networks to relevant Third Party Providers; and
 - (iii) the cost of licenses, subscriptions and hardware that Centra Networks purchased to support the Products and Services to the extent that such licences, subscriptions and hardware are not allocated by Centra Networks to Centra Networks' other customers.

End User has the meaning given to it in clause 10.1.

Fees or Charges means any fees and charges specified in a Statement of Work and/or any attachment thereto and any other fees or charges described or specified in a Contract.

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 the occurrence of any one or more of the following events in relation to a party:

- (a) it is insolvent as defined by section 95A of the Corporations Act as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (b) any step is taken to appoint a receiver, a receiver and manager, a liquidator or a provisional liquidator or other like person to it or any of its assets, operations or business;
- (c) an administrator is appointed to it under section 436A, section 436B or section 436C of the Corporations Act;
- (d) a controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator, receiver or receiver and manager be appointed, and that application is not withdrawn, struck out or dismissed within 90 Business Days of it being made;
- (f) any step is taken to enter into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

- (h) it is taken to have failed to comply with a statutory demand under section 459F(1) of the Corporations Act;
- (i) it is deemed bankrupt under any applicable law;
- (j) it ceases to carry on business or threatens to do so, other than in accordance with the terms of this agreement; or
- (k) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in paragraphs (a) to (j) of this definition.

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, anywhere in the world and all rights to enforce any of the foregoing rights.

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

MSA means clauses 1 - 37 of this Master Services Agreement.

Object Code means Source Code in compiled or binary form.

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

Payment Terms means payment terms set out in an applicable Statement of Work or Service Schedule.

Personal Information means personal information (as that term is defined in applicable Data Protection Laws) that the Customer or an End User supplies to Centra Networks under a Contract or that Centra Networks obtains from the Customer or an End User under a Contract.

Personnel means a party's employees, agents, officers and subcontractors. Centra Networks is not the Customer's Personnel and the Customer is not Centra Networks' Personnel for the purposes of this definition.

Privacy Policy means Centra Networks' privacy policy available on its website at <https://www.centra.com.au/>, as amended from time to time.

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

PPSR means the Personal Property Securities Register established under the PPSA.

Product has the meaning given in clause 4.1.

Related Body Corporate has the meaning given to it in the Corporations Act.

Required Insurances has the meaning given to it in clause 15.1.

Restraint Period means the 12 month period commencing on the expiry or termination of the Term (whichever occurs first).

Security Interest means a security interest or purchase money security interest for the purposes of the PPSA.

Service has the meaning given in clause 4.1.

Service Level means a level of service expressly described as a "service level" in a relevant Statement of Work or Service Schedule.

Service Schedule means a document with the words "Service Schedule" or "Services Schedule" in its title that is:

- (a) attached to this MSA or a Statement of Work; and
- (b) expressly referred to in, or attached to, a Statement of Work.

Source Code means human readable computer code.

Specifications means the technical, functional and non-functional specifications for Products and Services as set out in, referred to from, or attached by, Centra Networks to, a Statement of Work.

Statement of Work means a document with the words “Statement of Work” or “SOW” in its title, duly executed by or on behalf of Centra Networks and the Customer.

Centra Networks Equipment means any equipment, systems, software, networks, servers, hardware, cabling, ports, switches and other ancillary equipment or tools owned by Centra Networks and/or any Third Party Provider that is used by Centra Networks to provide any Products or Services.

Term means the term of a Contract determined pursuant to clause 3.

Third Party Provider means any of Centra Networks’ third-party suppliers, vendors, subcontractors or providers who provide any goods or services that Centra Networks relies on, supplies or resupplies under a Contract as part of, or in order to supply, any Products and/or Services.

1.2. In this MSA, unless the context requires otherwise:

- (a) a reference to “a party” means the Customer or Centra Networks (as the context dictates) and a reference to “the parties” means the Customer and Centra Networks;
- (b) a reference to “you” or “your” is to the Customer;
- (c) a reference to “we”, “us” or “our” is to Centra Networks;
- (d) headings and underlinings are for convenience only and do not affect the construction of a Contract;
- (e) a provision of a Contract 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;
- (f) currency or “\$” refers to Australian dollars;
- (g) a reference to a statute or regulation includes amendments thereto;
- (h) a reference to time is to time in New South Wales;
- (i) 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;
- (j) 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
- (k) a reference to the singular includes the plural and vice versa.

2. Contracts for the supply of Products and Services

2.1. Each time a Statement of Work is executed by the last party to execute it, a separate contract shall be deemed to have been entered into on the terms and conditions of the this MSA, the Statement of Work and any applicable Service Schedules (together, each, a **Contract**).

2.2. For the avoidance of doubt, the initial Contract between the parties consists of this MSA, the Initial Statement of Work set out at Schedule 1 to this MSA and each applicable Service Schedule.

2.3. To the extent of any inconsistency between any two of:

- (a) this MSA;
- (b) the terms and conditions of any Statement of Work (excluding this MSA); and
- (c) any Service Schedules,

the document listed first above shall prevail except as otherwise agreed in writing by the parties.

- 2.4. Centra Networks has no obligation to supply any products or services under a Contract other than as expressly required by the applicable Statement of Work.

3. Term of this MSA; Term of each Contract

- 3.1. This MSA commences on the date it is executed by the last party to it and will continue until:

- (a) the expiry or termination of the last Contract; or
- (b) early termination of this MSA,

whichever occurs first, provided that where this MSA is terminated and there are any Contracts then in effect, each such Contract (including the MSA as incorporated into the Contract) will continue until the expiry or termination of that Contract.

- 3.2. Each Contract will commence on the Commencement Date specified in the Statement of Work, or if the Statement of Work does not specify a commencement date, the Contract will commence on the date Centra Networks receives the Statement of Work executed by or on the Customer's behalf.

- 3.3. If a contract term, initial term or minimum period is specified in a Statement of Work (each, a **Minimum Period**), upon expiry of the Minimum Period, the Contract will automatically extend for subsequent consecutive renewal periods specified in the Statement of Work (or where no such renewal period is specified, for subsequent consecutive periods each of equivalent length to the Minimum Period) (each, a **Renewal Period**), until and unless either party notifies the other party in writing that it wishes to terminate the Contract at least ninety (90) days prior to the expiry of the Minimum Period or the then current Renewal Period (as applicable) (time being of the essence), in which case if such notice is provided, the Contract will terminate at the end of the Minimum Period or the then current Renewal Period (as applicable).

- 3.4. If there is no Minimum Period, the Contract will continue from the Commencement Date until the Products have been supplied to the Customer and the Services have first been provided to the Customer, and thereafter until either party terminates the Contract on thirty (30) days' prior written notice to the other party.

4. Supply of Products and Services

- 4.1. Centra Networks will supply and/or procure the supply of the products and/or services specified in a Statement of Work (respectively **Products** or **Services** and collectively, **Products** and **Services**) to the Customer, materially in accordance with any Specifications.

- 4.2. The Customer must obtain (and where applicable, provide) all necessary:

- (a) cooperation, permissions, authorisations, assistance and consents (including all relevant third-party and End User consents and authorisations); and
- (b) access to such information (including account logins), Personnel, End Users, Customer Equipment, servers, networks, data, content, facilities,

documentation, records, resources, records, equipment and Customer Site(s), as reasonably required by Centra Networks to supply and/or procure the supply of Products and Services to the Customer.

- 4.3. Support and maintenance are not within the scope of a Contract unless the applicable Statement of Work expressly states that they will be provided.
- 4.4. Unless Centra Networks agrees otherwise in writing, all support and other Products and Services will be performed remotely and Centra Networks will not be required to attend the Customer Site(s) or any other premises under any Contract.
- 4.5. Unless expressly specified in a Statement of Work or Service Schedule, Centra Networks is not liable for:
 - (a) the installation of electrical wiring, removal of doors, widening of entrances or any other structural work of any description at the Customer Site(s). The Customer must procure all such work to be carried out prior to Centra Networks, and/or any Third Party Providers', attendance at the Customer Site(s) for the purposes of carrying out any installation, configuration or setup of any Products and Services;
 - (b) ensuring that the Customer's Equipment is compatible or interoperable with Products and Services; and
 - (c) all and any acts and omissions of the Customer's Personnel and End Users.

5. Performance and availability of Products and Services

- 5.1. Centra Networks warrants that all Products and Services will perform materially in accordance with the Specifications.
- 5.2. Centra Networks does not warrant that any Products and Services will be:
 - (a) uninterrupted or error-free, free from fault or external intrusion; or
 - (b) suitable for or will meet the Customer's requirements,unless such warranties are expressly set out in a Statement of Work or Service Schedule or cannot be excluded from the relevant Contract under non-excludable Applicable Law.
- 5.3. If there are Service Levels specified in a Statement of Work or Service Schedule, Centra Networks will use Centra Networks' best endeavours to ensure that the applicable Services comply with those Service Levels.
- 5.4. Centra Networks may vary the underlying technology used to supply Services at any time or from time to time, provided that the variation does not have any adverse effect on the Services.
- 5.5. Centra Networks will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgement consistent with applicable industry standards and practices for similar services, using Personnel with the requisite skill, experience and qualifications who have successfully passed any criminal record checks required by Centra Networks, to Centra Networks' satisfaction.

6. Centra Networks Equipment and Customer Equipment

- 6.1. A Contract does not transfer or assign title to the Customer Equipment to Centra

Networks.

- 6.2. A Contract does not transfer or assign title to the Centra Networks Equipment to the Customer unless it expressly provides otherwise.
- 6.3. The Customer must not, except as authorised in writing by Centra Networks, grant or permit the grant or existence of any Security Interest in the Centra Networks Equipment.
- 6.4. The Customer must promptly notify Centra Networks if any of the Customer Equipment in Centra Networks' possession or control becomes subject to any Security Interest or Purchase Money Security Interest (as defined under the PPSA) and the Customer hereby indemnifies Centra Networks from and against all and any loss and/or damage incurred by Centra Networks caused by any of the foregoing matters or the repossession of any such items that are the Customer Equipment or any other action taken by any person that is a secured party in respect of the Customer Equipment in Centra Networks' possession or control.
- 6.5. The Customer must keep the Customer Equipment that is in Centra Networks' possession or control insured for its full replacement value at all applicable times. The Customer must provide Centra Networks with a certificate of currency in respect of that insurance within ten (10) Business Days of a request by Centra Networks at any time.

7. Customer Data

- 7.1. Data in any form entered or uploaded into, or generated from, the Products and Services by the Customer, the Customer's Personnel or the Customer's End Users (**Customer Data**) is, as between the Customer and Centra Networks, owned by the Customer and a Contract does not transfer any IPR in Customer Data to Centra Networks.
- 7.2. The Customer must ensure that:
 - (a) the Customer's End Users are fully entitled (and where applicable, licensed) to disclose to Centra Networks all of the Customer Data that is entered into the Customer Equipment and the Products and Services or otherwise disclosed to, or made accessible to, Centra Networks by or on the Customer's behalf;
 - (b) all Personal Information in the Customer Data is accurate, up-to-date and complete; and
 - (c) the Customer has obtained all necessary consents and issued all relevant notifications, required for Centra Networks, Centra Networks' Personnel and all Third Party Providers to collect, use, disclose and process the Customer Data for the purposes of a Contract in accordance with Applicable Law.
- 7.3. In respect of Customer Data that is in the possession or control of Centra Networks and not in the possession or control of the Customer:
 - (a) the Customer may request a copy of the Customer Data at any time during the Term and at any time until expiry of the three (3) month period following termination of the applicable Contract;
 - (b) Centra Networks will provide the Customer with a copy of the Customer Data within fourteen (14) days of a request made under clause 7.3.(a) for a fee calculated by Centra Networks which will not exceed \$3,000 (excluding GST) unless otherwise specified in the Statement of Work;
 - (c) after the expiry of the 3-month period following the termination of the Contract, Centra Networks must delete all Customer Data remaining in Centra Networks' possession or control, except to the extent that Centra Networks must retain

such data in accordance with Applicable Law.

- 7.4. Centra Networks will only backup or archive Customer Data in its possession or control if and where expressly required by a Statement of Work.
- 7.5. The Customer hereby grants Centra Networks a royalty-free licence to use the Customer Data at all applicable times:
 - (a) to perform Centra Networks' obligations under each relevant Contract;
 - (b) to comply with Centra Networks' legal obligations;
 - (c) to improve Centra Networks' products and services (provided that when doing so, the Customer Data is de-identified); and
 - (d) in accordance with all applicable Data Protection Laws and Centra Networks' Privacy Policy.
- 7.6. The Customer Data may be hosted by Centra Networks or Centra Networks' Third Party Providers on hardware or infrastructure located in or outside Australia. Centra Networks may or may not own the infrastructure or the premises in which the infrastructure is located.
- 7.7. The Customer must indemnify Centra Networks in respect of any loss and damage that Centra Networks incurs as a result of any third party claim that the transmission, storage, hosting, disclosure, processing, access or use of the Customer Data by Centra Networks for the purposes of a Contract, or access to or use of the Customer Data by any End User, infringes the IPR or other rights of any person or breaches any Applicable Law, except to the extent caused by Centra Networks' breach of the relevant Contract.

8. Privacy

- 8.1. In this clause 8, the following definitions apply:
 - (a) **Data Incident:** loss of or unauthorised access to Personal Information.
 - (b) **Data Breach:** any data breach that requires an Investigation or notification under the Privacy Act.
 - (c) **Investigation:** an investigation into a Data Breach.
 - (d) **OAIC:** the Office of the Australian Information Commissioner.
 - (e) **Privacy Act:** as applicable, the *Privacy Act 1988* (Cth), the Australian Privacy Principles (**APPs**) contained in Schedule 1 to the *Privacy Act 1988* (Cth) and any relevant code under any of the foregoing legislation, as amended from time to time.
 - (f) **Sensitive Information:** has the meaning given to that term in the Privacy Act.
- 8.2. Centra Networks warrants that Centra Networks complies with and will continue to comply with the Privacy Act and all other applicable Data Protection Laws.
- 8.3. The Customer warrants that all Personal Information that the Customer supplies and/or makes accessible to Centra Networks is, and will remain while in Centra Networks' possession or control, accurate, up-to-date and complete and that the Customer complies with and will continue to comply with the Privacy Act and all other applicable Data Protection Laws.
- 8.4. Centra Networks will:

- (a) comply with any reasonable directions given by the Customer relating to:
 - (i) Personal Information to the extent that they are not inconsistent with the requirements of a Contract; and
 - (ii) a Data Breach to enable Centra Networks to comply with its obligations under the Privacy Act, including providing the Customer with all the required information about collection and use of Personal Information, security of Personal Information, and how Centra Networks responds to and deals with Data Breaches;
- (b) not use or disclose Personal Information except pursuant to the licence granted by the Customer under clause 7.5;
- (c) take reasonable steps to protect Personal Information in Centra Networks' possession or control from:
 - (i) misuse, interference and loss; and
 - (ii) unauthorised access, modification or disclosure;
- (d) as far as possible, provide reasonable assistance to the Customer by implementing appropriate technical and organisational measures for the fulfilment of the Customer's obligation to respond to requests for exercising the rights of those to whom any Personal Information relates;
- (e) promptly notify the Customer in writing if Centra Networks becomes aware of Centra Networks' or any third party's any actual or possible:
 - (i) breach of any of the obligations in this clause 8; or
 - (ii) misuse or loss of Personal Information,
- (f) whether by Centra Networks or any Third Party Provider;
- (g) promptly notify the Customer in writing if Centra Networks becomes aware of any:
 - (i) request regarding access to, or correction of, any Personal Information;
 - (ii) any complaint about the handling of Personal Information;
 - (iii) any complaint made to Centra Networks about Centra Networks' handling of Personal Information generally or beyond the scope of a Contract; and
 - (iv) disclosure of Personal Information required by law.

8.5. In addition to Centra Networks' obligations in this clause 8, Centra Networks also commits to take each of the following actions if Centra Networks becomes aware, or there are reasonable grounds to suspect, that a Data Incident has occurred:

- (a) take steps to prevent any further serious harm to affected individuals;
- (b) notify the Customer in writing stating:
 - (i) the nature and details of the Data Incident;
 - (ii) the specific Personal Information that Centra Networks believes has been affected;
 - (iii) the actions taken by Centra Networks to prevent further serious harm; and
 - (iv) recommended next steps for each of the parties and affected individuals;
- (c) identify whether the Data Incident is a Data Breach by conducting a thorough investigation of the Data Incident;

- (d) engage in regular open and good faith discussions with the Customer regarding:
 - (i) the conduct and outcomes of the Investigation;
 - (ii) Centra Networks' ongoing actions to contain and resolve the Data Incident and prevent any further serious harm to affected individuals;
 - (iii) in the case of a Data Breach, whether the Customer or Centra Networks will make the relevant notifications under the Privacy Act; and whether and to what extent any public or media statements will be made; and
 - (iv) where Centra Networks is making the relevant notifications referred to in paragraph (iii), Centra Networks must submit the notifications to the Customer for approval before they are made (such approval to be given promptly and not to be unreasonably withheld).

8.6. The Customer must:

- (a) comply with its obligations under the Privacy Act and all other applicable Data Protection Laws in respect of the collection, use, disclosure and processing of Personal Information;
- (b) comply with its obligations under the Privacy Act in respect of any Data Incident;
- (c) comply with any reasonable direction of the OAIC or any other regulator in relation to the Customer's obligations under Privacy Act and all other applicable Data Protection Laws;
- (d) comply with the reasonable request by the OAIC or any other regulator, to provide access to the Customer's premises, Personnel, records or information for the purpose of monitoring the Customer's compliance with Privacy Act and all other applicable Data Protection Laws; and
- (e) reasonably assist and co-operate with Centra Networks to enable it to comply with its obligations under the Privacy Act and all other applicable Data Protection Laws.

8.7. Any time incurred by Centra Networks complying with this clause 8 will be carried out on a time and materials basis calculated at Centra Networks' then standard rates in effect, except to the extent that the obligations arise as a result of Centra Networks' breach of the relevant Contract.

9. Intellectual Property Rights

9.1. As between the Customer and Centra Networks, Centra Networks owns all IPR in:

- (a) Services (including any software, Source Code, Object Code, databases and database structures that are incorporated into or supplied in connection with the Services);
- (b) all Output (except to the extent that it comprises Customer Data) made available in or via Products and Services; and
- (c) the Centra Networks Equipment,
(collectively, **Centra Networks IPR**).

9.2. To the extent that the Customer owns any Centra Networks IPR or any adaptations, improvements, updates and upgrades to it, the Customer hereby assigns all such Centra Networks IPR to Centra Networks.

9.3. The Customer must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute the Centra Networks IPR and the

Customer must not do or authorise the commission of any act that would or might invalidate or be inconsistent with Centra Networks' (or Centra Networks' licensors') ownership of the Centra Networks IPR.

- 9.4. The Customer hereby assigns to Centra Networks all and any IPR in all and any comments in connection with Products and Services and any requests for new features, that the Customer and/or the Customer's employees may make or suggest regarding them (each, an **Improvement Suggestion**). Each such comment and Improvement Suggestion becomes Centra Networks' sole and exclusive property. This assignment is effective when the Customer or the Customer's employees make the comment or disclose the Improvement Suggestion to Centra Networks including under section 197 of the *Copyright Act 1968* (Cth) and in equity. The Customer must procure from the Customer's 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 Centra Networks and by any third parties who Centra Networks authorises to operate, use or modify Products and Services.
- 9.5. Centra Networks will indemnify the Customer against all and any loss and/or damage, arising out of or in connection with any valid claim brought by any third party against the Customer, alleging that the Customer's use of any Services in accordance with a Contract infringes that third party's Intellectual Property Rights (**IP Claim**), provided that:
- (a) the Customer notifies Centra Networks immediately upon the earlier of the Customer's receipt of any notice of the IP Claim or upon the Customer suspecting or having reasonable cause to suspect that such an IP Claim may be made;
 - (b) the Customer does not make any admission or settlement of the IP Claim without Centra Networks' prior written consent;
 - (c) the Customer gives Centra Networks sole control of the defence and any negotiations for compromise or settlement; and
 - (d) the Customer provides such assistance in connection with the IP Claim at Centra Networks' expense, as Centra Networks reasonably require.
- 9.6. If any Products or Services become the subject of any IP Claim referred to in clause 9.5, the Customer must permit Centra Networks if, and as Centra Networks considers appropriate:
- (a) with respect to the supply of goods, to replace or repair of the goods or the cost of resupply or replacement of the goods all or part of the relevant Products or Services (as applicable) with functionally equivalent products or services; and/or
 - (b) to modify the relevant Products or Services (as applicable) as necessary to avoid such claim.
- 9.7. If in the above circumstances Centra Networks is unable to procure for the Customer a licence or right for the Customer to continue using the Products or Services (as applicable) or to provide the Customer with functionally equivalent non-infringing software, or to modify the relevant Products or Services (as applicable), as necessary to avoid the IP Claim, Centra Networks may terminate the relevant Contract.
- 9.8. Centra Networks shall have no liability for any IP Claim that is caused by or arises out of:
- (a) End Users' use or misuse of Products or Services (as applicable) in combination with software or hardware not supplied or approved in writing by Centra Networks if such infringement could have been avoided by not combining, operating or using the Products or Services (as applicable) with such software

- and/or hardware;
- (b) Customer Data; or
- (c) the Customer's breach of a Contract.

10. Acceptable Use

- 10.1. The Customer must ensure that any person who accesses and/or uses any Services (each, an **End User**):
- (a) complies with all applicable Documentation, Applicable Law, Centra Networks' directions and policies (including any security policy) in the course of such access and/or use;
 - (b) does not infringe or permit any person to infringe any of Centra Networks', or Centra Networks' licensors', IPR;
 - (c) provides Centra Networks with access to the Customer Data, Personnel, Customer Equipment and any cooperation and assistance as necessary for Centra Networks to carry out its duties under any relevant Contract;
 - (d) does not provide their passwords or other access credentials to any other person;
 - (e) immediately notifies Centra Networks of any unauthorised or suspected unauthorised use or disclosure of any access credentials for Services; and
 - (f) uses reasonable and appropriate security measures and precautions.
- 10.2. The Customer must:
- (a) ensure that the Customer maintain a reliable internet connection for Centra Networks to connect to Customer Equipment, Personnel, End Users, servers, networks, data, content, facilities, documentation, records, resources, records, equipment and premises, where reasonably required by Centra Networks to provide any Services;
 - (b) ensure that the Customer's premises are suitable and maintained in a manner suitable for the use of any Products and Services;
 - (c) without limiting paragraph (b), provide Centra Networks with a suitable workspace from which to perform any on-site services, where Centra Networks are required to attend at the Site or any other of the Customer's premises under any Contract;
 - (d) maintain all building cabling (existing and new) in accordance with all Australian industry standards and guidelines necessary for any Products and Services to operate; and
 - (e) not do anything that interferes with or prevents the proper functioning of any Services.
- 10.3. The availability of any 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.
- 10.4. Unless otherwise expressly specified in a Contract, the Customer must not, and must not permit any person to, use any 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 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 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 Services;
- (d) to “frame”, “mirror” or serve any Services on any web server or other computer server over the Internet or any other network;
- (e) to store, transmit, distribute or introduce malicious programs into Centra Networks’ systems, network or servers (e.g., viruses, worms, trojan horses, e-mail bombs);
- (f) to make fraudulent or misleading offers of goods or services;
- (g) to carry out security breaches or disruptions of network communication (security breaches include, accessing data of which the Customer are not an intended recipient, logging into a server or account that the Customer 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);
- (h) to execute any form of network monitoring which will intercept data not intended for the Customer; or
- (i) to circumvent user authentication or security of any of Centra Networks’ hosts, networks or accounts or those of Centra Networks’ customers or Third Party Providers,

(collectively, **Centra Networks’ Acceptable Use Policy**).

11. Confidentiality

- 11.1. Each party may receive information from the other party (**disclosing party**) during the Term (**Confidential Information**).
- 11.2. 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 a Contract or to comply with Applicable Law.
- 11.3. Where Centra Networks is required to do so under any contract with any Third Party Provider, Centra Networks may disclose the Customer’s Confidential Information to the Third Party Provider, where the Third Party Provider provides Centra Networks with products or services that Centra Networks uses to provide any Products or Services.
- 11.4. 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 a Contract;
 - (d) that the disclosing party authorises the receiving party to disclose; or

- (e) that the receiving party must disclose to comply with Applicable Law or to comply with the rules of any stock exchange on which it or its holding company is listed.

12. Fees

- 12.1. The Customer must pay the Fees to Centra Networks in accordance with the Payment Terms.
- 12.2. Except as expressly specified otherwise in the Payment Terms, all invoices issued by Centra Networks must be paid in advance within fourteen (14) days from the date that the Customer receives the invoice.
- 12.3. The Fees are exclusive of all taxes such as GST and the Customer agrees to pay all such taxes to Centra Networks, in respect of any supply (as that term is defined in the GST Law) made for the purposes of the relevant Contract. The Customer must pay all such taxes at the same time as the Fees in accordance with the Payment Terms.
- 12.4. If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on a Contract or on the Products and/or Services, that is not otherwise provided for in the amount payable, the Customer agrees to pay it when Centra Networks invoices the Client.
- 12.5. If the Fees are, or become, subject to a withholding, the Customer will gross up so as to ensure Centra Networks receives the full amount that it would, but for the withholding, otherwise have received.
- 12.6. Without limiting any other rights or remedies available to Centra Networks or the Customer, Centra Networks may suspend Centra Networks' obligations under a Contract and the Customer's access to Products and/or Services if:
 - (a) the Customer fails to pay Fees that are due and owing under the Contract in accordance with the Payment Terms;
 - (b) Centra Networks notifies the Customer that such Fees are overdue (**Overdue Notice**); and
 - (c) the Customer fails to pay such Fees within 14 days from the date of the Customer's receipt of the Overdue Notice.
- 12.7. If the Customer fails to make any payment due to Centra Networks under a Contract in accordance with the Payment Terms then, without limiting any of Centra Networks' other rights and remedies, Centra Networks may require the Customer to pay interest on the overdue amount, up to the highest rate of interest available under Applicable Law specified by Centra Networks. 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 the Customer shall pay the interest together with the overdue amount upon demand by Centra Networks.
- 12.8. Centra Networks may increase the Fees payable under any Contract:
 - (a) by the greater of CPI and 5.5% per annum after each anniversary of the Commencement Date; or
 - (b) as otherwise agreed in writing by the parties.

13. Liability

- 13.1. Each party excludes all rights, representations, guarantees, conditions, warranties, undertakings, remedies and other terms and conditions in relation to the Products and Services that are not expressly set out in the Contract to the maximum extent permitted by Applicable Law.
- 13.2. Each party's maximum aggregate liability to the other party for all and any loss, damage and injury arising out of or in connection with a Contract and the Products and Services, in respect of one or more events, including any breach or breaches of the Contract by it, however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to 100% of the actual Fees paid by the Customer under the Contract in the 12-month period preceding the last event.
- 13.3. Nothing in a Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the ACL or any similar law that cannot be excluded, or the exercise of a right conferred by such a provision, or any liability of Centra Networks in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL or any similar law that cannot be excluded to a supply of goods or services.
- 13.4. If Centra Networks is liable to the Customer in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, or any similar law that cannot be excluded, Centra Networks's total liability to the Customer for that failure is limited to, at the option of Centra Networks:
 - (a) in the case of services, the resupply of the services or the payment of the cost of resupply; and
 - (b) in the case of goods, the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.
- 13.5. Each party excludes all liability to the other party, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with a Contract, including any:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of production;
 - (d) loss of agreements or contracts;
 - (e) loss of business opportunity;
 - (f) loss of anticipated savings;
 - (g) loss of or damage to goodwill;
 - (h) loss of reputation; or
 - (i) loss of use or corruption of software, data or information.
- 13.6. Nothing in a Contract limits or excludes a party's liability:
 - (a) for fraud or fraudulent misrepresentation by it or its employees as applicable;
 - (b) where liability cannot be limited or excluded by Applicable Law; or
 - (c) for infringing the other party's Intellectual Property Rights.
- 13.7. Notwithstanding anything else in this clause 10, each party's liability will be reduced to

the extent the loss or damage is caused by or contributed to by the other party or the other party's employees, agents or contractors.

- 13.8. A party is not liable for any failure to perform its obligations under a Contract to the extent such failure was caused by the other party or the other party's Personnel.
- 13.9. Nothing in this clause 13 limits:
- (a) either party's liability for its wilful or intentional breach of the Contract; or
 - (b) the Customer's liability to pay the Fees in accordance with the Payment Terms.
- 13.10. Centra Networks' liability to the Customer for all and any loss or damage that the Customer incurs arising in relation to Centra Networks' breach of clause 8 or clause 11 howsoever arising, in respect of any one or more events, and that is not otherwise excluded by the provisions of a Contract, is limited, to the amount that Centra Networks is able to recover by lodging a claim with its insurer in respect of a relevant Required Insurance.
- 13.11. Each party has a duty to mitigate loss and damages that would otherwise be recoverable under a Contract by taking appropriate and reasonable actions to reduce or limit the amount of such loss and damages.
- 13.12. Products, Services and Output do not constitute financial, legal or other advice. The Customer must obtain all appropriate professional, financial, legal and other advice as applicable before relying on any Output. The Customer must not represent (either expressly or impliedly) that any Output is Centra Networks' advice.

14. Force Majeure Event

- 14.1. A party is not liable for any failure to perform its obligations under a Contract if such failure was caused by a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.
- 14.2. The party affected by such Force Majeure Event shall:
- (a) promptly after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the relevant Contract; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.3. If a Force Majeure Event that prevents a party from performing any of its obligations under a Contract continues for sixty (60) consecutive days, either party may terminate the Contract by prior written notice to the other party while the Force Majeure Event continues.

15. Insurance

- 15.1. Centra Networks will, at Centra Networks' 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 Contract:
- (a) workers compensation insurance as required by Applicable Law;
 - (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; and
 - (e) cyber liability insurance in the amount of at least two million dollars (\$2,000,000),
- (together, the **Required Insurances**).

15.2. Centra Networks must provide written evidence of the currency of such insurance policies to the Customer whenever required by the Customer.

16. Termination

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

- (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. Either party may terminate a Contract by written notice to the other party if the other party suffers an Insolvency Event, except where such termination would contravene the Corporations Act.

16.3. A party may not terminate one or more parts of a Contract without terminating the whole of the Contract.

16.4. If a Contract is terminated for any reason:

- (a) the Customer shall, promptly return or destroy, at Centra Networks' option, all copies of Centra Networks' Confidential Information and Documentation in the Customer's possession or control; and
- (b) Centra Networks shall, promptly return or destroy, at the Customer's option, all copies of the Customer's Confidential Information in Centra Networks' possession or control, other than the Customer Data (and the parties note that Customer Data upon termination shall be addressed in accordance with clause 7.3).

16.5. The Customer may terminate a Contract for convenience by providing at least 3 months prior written notice to Centra Networks at any time.

16.6. If a Contract is terminated:

- (a) in accordance with clause 16.5; or
- (b) for any other reason, other than due to Centra Networks' breach, if Centra Networks suffers an Insolvency Event or where due to a Force Majeure Event;

prior to the expiry of the Minimum Period or any then current Renewal Period, the Customer must pay the Early Termination Fees to Centra Networks. If Early Termination Fees are so payable, Centra Networks will send the Customer a tax invoice in respect of the Early Termination Fees and the Customer will pay that invoice within fourteen (14) days.

16.7. Upon termination of a Contract, Centra Networks will have no further obligation to supply

Products and/or Services under the Contract and any rights or obligations that, by their nature, survive termination shall so survive, including any provision dealing with confidentiality, IPR, liability, dispute resolution and jurisdiction.

16.8. Termination of a Contract does not affect any accrued rights of either party.

17. Information Security

17.1. Centra Networks must:

- (a) comply with any information security requirements set out in, or attached to, a Statement of Work, including any reasonable Customer information technology security policies that are set out in, or attached to, a Statement of Work;
- (b) implement an information security framework which sets out relevant roles and responsibilities of Centra Networks' Personnel;
- (c) implement reasonable information security controls and effective mechanisms to detect and respond to information security incidents in a timely manner;
- (d) have an information security response plan to respond to information security incidents which may occur;
- (e) undertake regular testing and assurance of the effectiveness of its information security controls; and
- (f) review and test its information security response plans on at least an annual basis to ensure they remain effective and appropriate for Centra Networks' organisation and business.

17.2. Where Centra Networks subcontracts any of its obligations in accordance with clause 29, Centra Networks shall conduct appropriate due diligence to ensure that the approved subcontractor's approach to information security controls satisfy clause 17.1. Centra Networks shall ensure that each such approved subcontractor is contractually required to comply with all such information security controls (or superior security controls).

18. Incident Management

18.1. Centra Networks must have an incident response plan (**Incident Response Plan**). The Incident Response Plan shall identify Centra Networks' responsibilities in the event of an information security incident throughout the life-cycle of the incident up to, and including, a post-incident review.

18.2. Within 14 Business Days of a request by the Customer, Centra Networks must comply with the Customer's reasonable requests to enable the Customer to review Centra Networks' compliance with the Incident Response Plan, including any associated incident response procedures.

18.3. Centra Networks must notify the Customer within 1 Business Day after becoming aware of any information security incident that has a material impact, or has a potential material impact (including financial or non-financial impact) on the Customer.

18.4. Centra Networks must comply with any reasonable directions from the Customer in relation to the response to any such information security incidents.

19. Performance Reviews

19.1. The parties agree that the Customer may review Centra Networks' performance under each Contract on a calendar-quarterly basis (each, a **Quarterly Review**).

- 19.2. In order to carry out the Quarterly Review, Centra Networks shall provide the Customer with any documentation reasonably requested by the Customer under or in connection with the relevant Contract.
- 19.3. Each such review shall commence no later than three months after the receipt of the requested documentation and last not more than 5 Business Days. Should the Quarterly Review not be completed within these timeframes, the parties may agree to an extension to this period.
- 19.4. If the Quarterly Review determines that Centra Networks has not performed its obligations in accordance with a Contract, then, subject to Applicable Law, the parties shall jointly agree to a remedial plan within 30 days of the commencement of such determination.

20. Business Continuity and Disaster Recovery

20.1. Centra Networks must:

- (a) implement and maintain appropriate and effective disaster recovery procedures, including appropriate back-up procedures and facilities, to ensure Centra Networks' provision of the Products and Services continues without interruption if a disaster occurs or affects any infrastructure that hosts the Products (**Disaster Recovery Procedures**); and
- (b) on request by the Customer from time to time:
 - (i) provide the Customer with a copy of the Disaster Recovery Procedures;
 - (ii) promptly make changes to the Disaster Recovery Procedures that are reasonably required by the Customer; and
 - (iii) conduct annual testing of the Disaster Recovery Procedures and provide a summary of the results of those tests to the Customer on the Customer's request.

21. Audit

- 21.1. Centra Networks shall maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees, the Customer Data protection practices and the security of any of Confidential Information of the Customer (including any backup, disaster recovery or other policies, practices or procedures relating to Confidential Information of the Customer and any other information relevant to Centra Networks's compliance with a Contract).
- 21.2. Upon the Customer's request, Centra Networks shall make such books and records, and appropriate Personnel, available during normal Business Hours for inspection and audit by the Customer or an independent accountant, provided that the Customer shall:
- (a) provide Centra Networks with 30 days prior written notice of any audit;
 - (b) undertake an audit no more than once per calendar year;
 - (c) reimburse Centra Networks for its cost of assisting with the audit and;
 - (d) conduct or cause to be conducted such audit in a manner designed to minimise disruption of Centra Networks's normal business operations.

22. Bribery, anti-corruption and modern slavery

22.1. Centra Networks will conduct itself in accordance with high ethical standards and in

compliance with all Applicable Law prohibiting bribery and other forms of corruption.

- 22.2. Centra Networks undertakes that it will not directly or indirectly through any third party or person pay, give, offer, promise or authorise any inducement to any Personnel of the Customer for the purpose of rewarding favourable treatment or advantage in connection with a Contract.
- 22.3. When performing Centra Networks' obligations under a Contract, Centra Networks must comply with all Applicable Laws relating to Modern Slavery.
- 22.4. In this clause 22, Modern Slavery has the same meaning as defined in section 4 of the *Modern Slavery Act 2018* (Cth).

23. Notices

- 23.1. All notices required or permitted to be made under a Contract shall be in writing and shall be deemed delivered if:
 - (a) delivered in person;
 - (b) sent by post to the recipient's postal addresses below; or
 - (c) sent by email to the recipient's email addresses identified low:

Party	Address	Attention	Email
Centra Networks	Suite 1 / 200 Barry Pde FORTITUDE VALLEY QLD 4006	Matthew Militano	matthewm@centra.com.au
Customer	[insert]	[insert]	[insert]

- 23.2. Notice given under subclause 23.1.(a) shall be deemed to have been received by the recipient upon delivery.
- 23.3. Notice given under subclause 23.1.(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.
- 23.4. Notice given under subclause 23.1.(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.
- 23.5. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 23.

24. Dispute Resolution

- 24.1. Before court or arbitration proceedings other than for urgent interlocutory or equitable relief may be commenced by either party to a Contract against the other party, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with a Contract (including any dispute as to the validity, breach or termination of a Contract, or as to any claim in tort, in equity or pursuant to any statute).

- 24.2. 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.
- 24.3. 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.
- 24.4. If within 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.
- 24.5. The parties must co-operate with Resolution Institute as facilitator.
- 24.6. If within 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.
- 24.7. Nothing in this clause 24 shall prevent any party from seeking urgent interlocutory or equitable relief in connection with any Contract.
- 24.8. Each party will bear its own costs in respect of complying with clauses 24.1 - 24.6.

25. Assignment

- 25.1. A party may not assign its rights or novate its obligations under a Contract without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed).
- 25.2. Notwithstanding clause 25.1, each party may at any time assign and/or novate a Contract to any of its Related Bodies Corporate in connection with any merger, acquisition or restructure of its corporate group or any part of it.

26. Announcements

- 26.1. Subject to clause 26.2, no party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of a Contract, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).
- 26.2. Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other party. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

27. Severance

- 27.1. If any part of a Contract is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract is still enforceable.
- 27.2. If any provision or part-provision of a Contract is deemed deleted under clause 27.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest

extent possible, achieves the intended commercial result of the original provision.

28. Relationship of the parties

- 28.1. The relationship between the Customer and Centra Networks is non-exclusive and nothing in a Contract will:
- (a) prevent Centra Networks from supplying any goods or services to any third party in Centra Networks' absolute discretion; or
 - (b) prevent the Customer from engaging any third party to provide the Customer with any goods or services in the Customer's absolute discretion,
- unless the relevant Statement of Work specifies otherwise.
- 28.2. Centra Networks is an independent contractor and nothing contained in a Contract creates any relationship of partnership, employment, joint venture or agency between the Customer and Centra Networks.

29. Subcontracting

- 29.1. Centra Networks may subcontract any of its rights or obligations under a Contract with the Customer's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).
- 29.2. To the extent that Centra Networks subcontracts any of its obligations under a Contract to a third party:
- (a) Centra Networks will remain liable to the Customer for each act and omission of that third party (including its Personnel) in connection with the performance of such obligations that would be a breach of a Contract if it were an act or omission of Centra Networks; and
 - (b) Centra Networks must use reasonable endeavours to ensure that its subcontractors comply with all Applicable Law applicable to the performance of Centra Networks' obligations under a Contract.

30. Non-Solicitation

- 30.1. During the Term and the Restraint Period, each party (in this clause 30, the **first party**) agrees that it will not:
- (a) engage, canvass, solicit or endeavour to entice any employee or agent of the other party to terminate their contracts of employment or their contractor agreements with the other party; or
 - (b) assist or induce any other person to perform any of the acts specified in paragraph (a).
- 30.2. The first party acknowledges that any breach by it of this clause 30 would cause irreparable harm and significant damage to the other party and accordingly that the other party has the right to seek and obtain immediate injunctive relief in relation to any such breach or threatened breach.
- 30.3. The first party acknowledges that the covenants in respect of non-solicitation contained in this clause 30 are fair and reasonable and that the other party is relying upon this acknowledgement in entering into each Contract.

31. Change Control

- 31.1. A representative of the Customer nominated by the Customer and a representative of Centra Networks nominated by Centra Networks shall meet at least once every 3 months to discuss matters relating to a Contract. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other party in writing.
- 31.2. If either party requests a change to the scope or execution of the Services under a Contract, Centra Networks shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Fees arising from the change; and
 - (c) any other impact of the change on the terms of the Contract.
- 31.3. If the Customer wishes Centra Networks to proceed with the change, Centra Networks has no obligation to do so unless and until the parties have agreed in writing the necessary variations to the Fees and any other relevant terms and conditions of the Contract to take account of the change.

32. Entire Agreement

- 32.1. Each Contract is the entire agreement between the Customer and Centra Networks about its subject matter and supersedes all other proposals, arrangements, representations or agreements between the Customer and Centra Networks about its subject matter.
- 32.2. Each party acknowledges that in entering into a Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 32.3. Without limiting the foregoing provisions of this clause 32, any terms of trade or other terms and conditions that the Customer issues to Centra Networks (whether before or after the Contract is entered into) are not binding and do not form part of the Contract.

33. Variation

- 33.1. A Contract may be amended only by a written document signed by the Customer and Centra Networks.

34. Waiver

- 34.1. A provision of or a right under a Contract may not be waived or varied except in writing signed by the Customer and Centra Networks.
- 34.2. Failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under a Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

35. Governing Law

- 35.1. Each Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation is governed by and construed in accordance with the laws in force in Queensland.

36. Jurisdiction

- 36.1. The Customer and Centra Networks 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 a Contract or its subject matter or formation.

37. Counterparts

- 37.1. This MSA and any Statement of Work may be executed in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged. Transmission of an executed counterpart of this MSA or Statement of Work (but for the avoidance of doubt not just a signature page) by DocuSign (or such other online signature platform used by the parties) or by email (in PDF, JPEG or other agreed format) or otherwise shall take effect as the transmission of an executed "wet-ink" counterpart thereof and shall evidence the intention of each party who executed it to be bound by this MSA or the relevant Contract, as applicable.

Execution of MSA

Executed as an agreement

<p>EXECUTED for and on behalf of Centra Networks Pty Ltd ABN 29 107 228 937 in accordance with section 126 of the <i>Corporations Act 2001</i> (Cth) by its authorised agent:</p> <p>_____</p> <p>Signature of authorised agent</p> <p>_____</p> <p>Name of authorised agent</p> <p>Date: _____</p>	<p>_____</p> <p>Title of authorised agent</p>
<p>EXECUTED for and on behalf of [insert name and ABN of customer entity] in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):</p> <p>_____</p> <p>Signature of director</p> <p>_____</p> <p>Name of director</p> <p>Date: _____</p>	<p>_____</p> <p>Signature of director/company secretary</p> <p>_____</p> <p>Name of director/ company secretary</p> <p>Date: _____</p>

Schedule 1 - Initial Statement of Work

1. Centra Networks Details	<i>Name, ABN and address</i>	Centra Networks Pty Ltd ABN 29 107 228 937 of Suite 1 / 200 Barry Pde FORTITUDE VALLEY QLD 4006	
	<i>Notice details</i>	Attention:	Matthew Militano
		Telephone:	1300 136 410
		Email:	matthewm@centra.com.au
2. Customer Details	<i>Name, ABN and address</i>	[insert name] ABN [insert ABN] of [insert address]	
	<i>Site(s)</i>	[insert]	
	<i>Notice details</i>	Attention:	[insert]
		Telephone:	[insert]
Email:		[insert]	
3. Products	<i>Products included</i>	[insert]	
4. Services	<i>Services included</i>	[insert]	
5. Supported Items	<i>Supported Items included</i>	[insert]	
6. Service Schedules	<i>Applicable Service Schedules</i>	[insert]	
7. Term	<i>Commencement Date</i>	This Contract will commence on [insert start date].	
	<i>Minimum Period</i>	[insert number of years] year(s) commencing on the Commencement Date.	
	<i>Renewal Period</i>	12 months	
8. Fees	[insert]		
9. Payment Terms	[insert]		
10. Early Termination Fees	[insert]		

Execution of Initial Statement of Work

Executed as a statement of work

<p>EXECUTED for and on behalf of (1) Centra Networks Pty Ltd ABN 29 107 228 937 in accordance with section 126 of the <i>Corporations Act 2001</i> (Cth) by its authorised agent:</p> <p>_____</p> <p>Signature of authorised agent</p> <p>_____</p> <p>Name of authorised agent</p> <p>Date: _____</p>	<p>_____</p> <p>Title of authorised agent</p>
<p>EXECUTED for and on behalf of [insert name and ABN of customer entity] in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):</p> <p>_____</p> <p>Signature of director</p> <p>_____</p> <p>Name of director</p> <p>Date: _____</p>	<p>_____</p> <p>Signature of director/company secretary</p> <p>_____</p> <p>Name of director/ company secretary</p> <p>Date: _____</p>

Schedule 2 – Professional Services Schedule

1. About this Service Schedule

- 1.1. This Service Schedule only applies in respect of a Statement of Work that expressly requires us to supply one or more of the following services to you (each a **Professional Service** and collectively, the **Professional Services**):
 - (a) General Consulting Services
 - (b) Scoping Services
 - (c) Implementation Services
 - (d) Project Management Services
 - (e) Ad Hoc Technical Support Services
 - (f) Data Migration Services
 - (g) Training Services
- 1.2. This Services Schedule must be read in conjunction with our MSA and the other documents that comprise a Contract.
- 1.3. In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the MSA.

2. Engagement Types

- 2.1. The type of engagement is set out in the relevant Statement of Work. In particular:
 - (a) each Statement of Work will set out:
 - (i) the Professional Service(s) that we will provide;
 - (ii) a specified number of hours that we will provide the relevant Professional Services to you for (**Fixed Hours Engagement**);
 - (iii) an estimate of the Fees for the Professional Services, calculated on a time and materials basis in accordance with the rates set out in the Statement of Work (**Time & Materials Engagement**); or
 - (iv) a combination of one or more Fixed Hours Engagements and Time & Materials Engagements;
- 2.2. If you engage us on a Fixed Hours Engagement:
 - (a) it may not be possible for us to achieve your objectives or any milestone during the fixed number of hours that you engage us for;
 - (b) once the specified number of hours has been exhausted, we will have no further obligation to continue to provide the relevant Professional Services unless you agree to further engage us for an additional fee.
- 2.3. If you engage us on a Time & Materials Engagement:
 - (a) we will use our best endeavours to deliver the Professional Services within the estimate set out in the relevant Statement of Work;
 - (b) any estimate that we give you is non-binding;
 - (c) if it becomes apparent to us that we are likely to exceed our estimate, we will notify you and provide you with a revised estimate, and if you do not approve the revised estimate within the time requested by us, you can terminate the Time & Materials Engagement if you decide you do not wish to continue with the Time & Materials Engagement.

3. Invoicing, rates and expenses

- 3.1. Unless expressly specified otherwise in a Statement of Work, any invoice for Professional Services shall be due within 7 days of the date of any invoice we issue to you for Professional Services.
- 3.2. If you require our Personnel to work in the evenings, weekends or on public holidays subject to availability, we will do so at your written request at our after-hours rates. For clarity, after-hours work is any work performed outside of Business Hours on Business Days.
- 3.3. Our Professional Services will be performed from our offices or other remote locations selected by us, or delivered online, unless otherwise agreed.
- 3.4. You will be responsible for all costs and expenses of our Personnel in connection with Professional Services for any onsite attendance, and where our Personnel travel interstate, with respect to accommodation, meals and transport (collectively, **Additional Expenses**). You must reimburse us for all Additional Expenses within 7 days of the date of any invoice we issue to you for Additional Expenses.

4. General Consulting Services

- 4.1. If consulting services are specified in a Statement of Work (**General Consulting Services**), we will provide the General Consulting Services in accordance with the relevant Contract.
- 4.2. We are not responsible for any loss or damage suffered or incurred by you resulting from your failure to follow any advice or recommendation that we provide in the course of supplying General Consulting Services to you.

5. Scoping Services

- 5.1. If scoping services are specified in a Statement of Work (**Scoping Services**) we will provide the Scoping Services in accordance with the relevant Contract, including by:
 - (a) carrying out the analysis, investigation and evaluation of the components of your information technology environment and infrastructure specified in the Statement of Work (**Relevant Components**); and
 - (b) supplying the deliverables specified in the Statement of Work (**Scoping Deliverables**), subject to you making the Relevant Components available to us that we reasonably require in order to prepare the Scoping Deliverables.
- 5.2. The Scoping Services do not include implementation of any recommendations or the provision, implementation, licensing or supply of any products and services (or the associated planning) described in the Scoping Deliverables. All such products and services can be provided as part of our Implementation Services, subject to you and us agreeing to our supply of the Implementation Services).
- 5.3. If a Scoping Deliverable specifies any fees, rates or estimates, they are subject to change except in respect of validity period expressly set out in a Scoping Deliverable.

6. Implementation Services

- 6.1. If implementation, installation, setup or configuration services are specified in a Statement of Work (**Implementation Services**), we will implement, install, setup or configure (as set out in the Statement of Work) the products and services specified in the Statement of Work in accordance with the relevant Contract (**Implementation Services**).
- 6.2. Where a Statement of Work specifies that we will provide a project plan for the delivery of Implementation Services, we will carry out the Implementation Services in accordance with an agreed project plan (**Project Plan**).
- 6.3. Each party must promptly notify the other party if it anticipates that it will fail to meet any timeframe for its responsibilities specified in a Project Plan.
- 6.4. If any products fail to pass acceptance tests specified in or attached to a Project Plan (if any) (**Implementation Tests**), and we can demonstrate that the reason for the failure or non-compliance with the applicable Implementation Tests was caused by an issue or defect in Your Equipment or an issue, incompatibility or defect in or with your technical environment, or due to your failure to comply with the Project Plan, then you must promptly correct or procure the correction of the relevant issue or defect and we will re-test the relevant products and services in accordance with the Project Plan and Implementation Tests.

7. Project Management Services

- 7.1. If project management services are specified in a Statement of Work (**Project Management Services**), we will manage the project specified in the Statement of Work (**Project**) in accordance with the Contract.
- 7.2. We will appoint a project manager (**Project Manager**) to oversee the supply of the Project as part of the Project Management Services.
- 7.3. The Project Management Services include:
 - (a) management of the Personnel involved in the Project, in relation to the Project;
 - (b) status updates and progress reports on the Project; and
 - (c) meetings between the Project Manager and in relation to the Project.
- 7.4. Except as set out otherwise in the Statement of Work, the Project Management Services only include management of the Personnel named in the Statement of Work, weekly status updates, monthly progress reports and monthly meetings and all meetings will be held remotely.

8. Ad Hoc Technical Support Services

- 8.1. If ad hoc technical support services are specified in a Statement of Work (**Ad Hoc Technical Support Services**), we will provide the Ad Hoc Technical Support Services in accordance with the Contract.
- 8.2. The Ad Hoc Technical Support Services allow you to make requests to us in respect of:
 - (a) adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts, when requested by your End Users, in respect of the software and systems that the Statement of Work expressly states will be covered by the Ad Hoc Technical Support Services;
 - (b) the provision of ad hoc responsive technical support (**Responsive Technical Support**) in response to errors reported by your Personnel in respect of the software and systems that the Statement of Work expressly states will be covered by Ad Hoc Service Request Services; and
 - (c) providing other ad hoc technical support services that we may agree to provide, in response to a request for such services from your Personnel.
- 8.3. Responsive Technical Support will be provided with respect to any supported product or service specified in the Statement of Work that is expressly set out therein as being covered by Responsive Technical Support (each, a **Supported Item**) as follows:
 - (a) we will operate a support helpdesk through which your Personnel may request technical support from us by telephone or email (using a telephone number and email address that we specify for such purposes) (**Support Request**) if the Supported Item is repeatedly not operating in accordance with the Specifications (**Error**);
 - (b) if you issue a Support Request, we will:
 - (i) acknowledge receipt of the Support Request and assign a priority to the Error based on the severity level;
 - (ii) provide you with updates on the status of the Support Request and the time anticipated by us for resolution;
 - (iii) subject to you having a valid support contract with the relevant vendor or manufacturer of the Supported Item, where requested by you, escalate the Support Request to the relevant vendor or manufacturer of the Supported Item for resolution where we consider it prudent to do so; and
 - (c) use our best endeavours to resolve the Error in accordance with any response and resolution times specified in the Statement of Work.
- 8.4. In order to resolve an Error with a Supported Item we may need to temporarily suspend the operation of the Supported Item and you hereby authorise us to do so. We will notify you in advance if we need to suspend any Supported Item.
- 8.5. A Support Request will be considered resolved for the purposes of a Contract when the Supported Item performs materially in accordance with the Specifications.
- 8.6. You agree that:
 - (a) you must ensure that all Supported Items and any use thereof complies with and is used in accordance with all Applicable Laws and manufacturer instructions;
 - (b) you must not do anything or permit anything to be done by any third party which would compromise or damage the efficient operation or security of any Supported Item;
 - (c) we are not liable for any non-performance of a Supported Item to the extent caused by your or a third party's actual or attempted modification, update, upgrade, repair or tampering with any Supported Item; and
 - (d) we are not required to provide Ad Hoc Technical Support Services in respect of any item that is not covered by a valid support contract with the relevant vendor or manufacturer;
 - (e) we are not required to provide software development, replacement parts or dismantling of any hardware as part of Ad Hoc Technical Support Services; and
 - (f) we do not warrant or represent that we will be able to resolve all Errors.

9. Data Migration Services

- 9.1. If data migration services are specified in a Statement of Work (**Data Migration Services**), we will provide the Data Migration Services in accordance with the relevant Contract.
- 9.2. The Data Migration Services are limited to the following tasks:
 - (a) the development of a data migration and deployment strategy (**Migration Plan**) for the migration of data from the database or storage location specified in the Statement of Work (**Legacy Data**) to a target database (**Target Database**);
 - (b) extracting the Legacy Data;
 - (c) converting the Legacy Data into a format suitable for the target database specified in the Migration Plan (**Converted Data**); and
 - (d) importing the Converted Data into the target database, as specified in the Statement of Work.
- 9.3. You are responsible for ensuring the integrity of the Legacy Data and Converted Data, the de-duplication of the data, assisting us with data extraction and providing data translation maps, where required by us.
- 9.4. We will use reasonable endeavours to ensure that the Converted Data is successfully integrated with and compatible with the Target Database, but will not be liable for any incompatibility caused by any modification of your technical environment, the Target Database or your systems that we have not approved in writing as being covered by the Data Migration Services.
- 9.5. You represent and warrant that you have the right to engage us to transfer any Legacy Data (whether in the form of Converted Data or otherwise) to the Target Database.

10. Training Services

- 10.1. If training services are specified in a Statement of Work (**Training Services**), we will provide the Training Services in accordance with the relevant Contract.
- 10.2. We will provide the Training Services to your Personnel specified in the Statement of Work on the allocated number of days set out in the Statement of Work, at mutually agreed times.
- 10.3. In respect of such services:
 - (a) it is the responsibility of the Personnel who receive the services to ensure that they attend at all sessions scheduled by us, and that they apply themselves during the sessions to ensure that the sessions are meaningful and productive; and
 - (b) the services will be provided at a level that assumes that the Personnel who receive them have basic knowledge in the products and services that the services are being provided in respect of.

Schedule 3 – Managed Services Schedule

1. About this Services Schedule

- 1.1. This Managed Services Schedule (this **Services Schedule**) only applies in respect of a Statement of Work that expressly provides for our supply of one or more of the following services to you (each a **Managed Service** and collectively, the **Managed Services**):
- (a) Proactive Technical Support Services
 - (b) Responsive Technical Support Services
 - (c) Mobile Device Management Services
 - (d) Network Management Services
 - (e) Cloud Deployment Services
 - (f) Cloud Backup Services
 - (g) Azure Services
 - (h) Software and Data Hosting Services
 - (i) Microsoft 365 Services
 - (j) Other Managed Services.
- 1.2. This Services Schedule must be read in conjunction with our MSA and the other documents that comprise a Contract.
- 1.3. In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the MSA.
- 1.4. In this Services Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Services Schedule that are not otherwise defined in this Services Schedule have the meanings given to them in our MSA. In addition, the following words have the following meanings:
End User means an end user described in the Statement of Work.
Supported Item means a hardware or software item expressly set out in the Statement of Work as being a supported item.
Vendor means a third party who owns the Intellectual Property Rights in any software or service, or is the manufacturer of any products, that we rely on, to supply to you all or any relevant Products and Services.
Your Cloud Infrastructure means your accounts or tenant on a relevant third party cloud platform, as specified in the Statement of Work.

2. Proactive Technical Support Services

- 2.1. If managed proactive technical support services are specified in a Statement of Work, we will during the Term:
- (a) check the Supported Items' logs on a regular basis for error messages, read any error notifications issued by email to us with respect to errors reported by the Supported Items and provide Responsive Technical Support Services in respect of all such errors; and
 - (b) install firmware updates and other software patches to the Supported Items (via remote electronic access, except as otherwise specified in the Statement of Work) after receiving notice of the existence of the updates and patches where they are available to us free of charge or paid for by you, (individually and collectively, **Proactive Technical Support Services**).

3. Responsive Technical Support Services

- 3.1. If managed responsive technical support is specified in a Statement of Work, we will provide the following services (**Responsive Technical Support Services**) during the Term:
- (a) we will operate a support helpdesk through which you can request technical support from us with respect to any Supported Item (**Support Request**):
 - (i) where the support that you require is to create/modify/delete End User accounts in any Supported Item; and
 - (ii) if the Supported Item is repeatedly not operating in accordance with the Specifications (**Error**), carry out the services referred to in clause 3.1.(b);
 - (b) if you issue a Support Request in the circumstances described in clause 3.1.(a)(ii), we will:
 - (i) acknowledge receipt of the Support Request and assign a priority to the Error based on the severity level;
 - (ii) provide you with updates on the status of the Support Request and the time anticipated by us for resolution;
 - (iii) subject to you having a valid support contract with the relevant Third Party Provider or Vendor, escalate the Support Request to the relevant Third Party Provider or Vendor of the Supported Item for resolution where we are unable to resolve the Support Request by following the Third Party Provider or Vendor's documented recommendations available to us; and
 - (iv) use our best endeavours to respond to and resolve any Error and Service Request* in accordance with the below timeframes:

Severity Level	Error Conditions	Target Response Time	Target Resolution Time
Severity Level 1	The Supported Item has failed or is unusable, which materially impacts your ability to continue operation of your business and there is no workaround that we are aware of.	4 Business Hour	8 Business Hours
Severity Level 2	A Severity Level 1 issue for which a workaround	4 Business Hours	Workaround to be deployed within 8 Business Hours

	exists that we are aware of.		Resolution within 16 Business Hours
Severity Level 3	Any Supported Item has failed or is unusable, but there is no material impact on your business operations.	2 Business Days	5 Business Days

- 3.2. The Target Response Time is measured from the time that we receive the Support Request. If you issue a Support Request outside of Business Hours, it will be deemed to have been issued at 9:00AM on the next Business Day.
- 3.3. For the avoidance of doubt, we have no obligation to provide Responsive Technical Support Services other than in respect of Supported Items. Further, we have no obligation to perform any Responsive Technical Support Services in respect of an Error caused by:
- (a) your use of any Supported Item in combination with software or hardware that the Supported Item is not compatible with (as noted in the Documentation);
 - (b) use of any Supported Item in a location other than any designated location for the Supported Item specified in the Statement of Work;
 - (c) modification of any Supported Item (including by way of installation of software not previously installed thereupon or the reconfiguration of a Supported Item in any way) not performed in accordance with the Documentation; or
 - (d) any obsolete or out of warranty hardware or software comprising or installed on any Supported Items, (each, an **Excluded Event**).
- 3.4. In order to resolve an Error with a Supported Item we may need to temporarily suspend the operation of the Supported Item and you hereby authorise us to do so. We will notify you in advance if we need to suspend any Supported Item.
- 3.5. A Support Request will be considered resolved for the purposes of the Contract when the Supported Item performs materially in accordance with the Specifications.
- 3.6. If you would like us to provide technical support services at your premises, or in relation to an Excluded Event, you must enter into a Contract with us that expressly provides for our provision of such services.
- 3.7. If you would like us to provide technical support services outside of Business Hours, you must enter into a Contract with us that expressly provides for our provision of such services.
- 4. Mobile Device Management Services**
- 4.1. If managed mobile device management is specified in a Statement of Work, we will provide the following services (**Mobile Device Management Services or MDM Services**) during the Term with respect to items that are specified in the Statement of Work as being covered by Mobile Device Management Services or MDM Services (**MDM Devices**):
- (a) we will configure the settings on each category of MDM Devices in accordance with the configuration requirements that you notify to us from time to time;
 - (b) we will maintain a list of the MDM Devices, including the names of your Personnel who they are assigned to, and the dates on which they were assigned by us to them and returned by them to us; and
 - (c) we will, where required by you from time to time, install and uninstall applications and reassign licences on MDM Devices.
- 5. Network Management Services**
- 5.1. If managed network management services are specified in a Statement of Work, we will provide the following services (**Network Management Services**) during the Term with respect to network links and devices that are specified in the Statement of Work as being covered by the Network Management Services or MDM Services, we will remotely monitor them for disconnection, reduced speed and packet loss.
- 5.2. When providing Network Management Services, we may switch off or disconnect the relevant network link or device if:
- (a) we believe that they do not comply with the Specifications;
 - (b) if an emergency occurs (as determined by us, acting reasonably); or
 - (c) the supplier of the applicable network or device requires us to do so for support or maintenance purposes.
- 5.3. We do not have any obligation to provide electricity, air conditioning, fire detection, fire suppression, backup, data, support, internet services, or network and electronic security services, data recovery or disaster recovery services or the provision of spare parts with respect to any network links or devices.
- 5.4. As part of the Network Management Services:
- (a) we will exclusively hold the administrator passwords and other administrator access credentials for the network links and devices;
 - (b) you may only access the administrator functionality in those network devices on a remote "read only" basis which does not enable modification of any administrator functions or configurations; and
 - (c) we have no responsibility to provide technical support or maintenance of any network links and devices, unless and to the extent that we have entered into a Contract for the provision of Responsive Technical Support Services with you for the relevant links and devices.
- 6. Cloud Deployment Services**
- 6.1. If managed cloud deployment services are specified in a Statement of Work, we will provide the following services (**Cloud Deployment Services**), we will:
- (a) develop a cloud migration and deployment strategy for the deployment of your cloud infrastructure specified in the Statement of Work (**Your Cloud Infrastructure**); and
 - (b) deploy Your Cloud Infrastructure into a live environment, to the extent that it has not already been deployed prior to the commencement date specified in the Statement of Work.
- 6.2. In the course of our development of the cloud migration and deployment strategy for the deployment of Your Cloud Infrastructure, we will prepare a plan for the deployment (**Deployment Plan**). The Deployment Plan shall establish the time frames for deploying Your Cloud Infrastructure and the following information, as applicable:
- (a) identification of all critical path milestones and the commencement and completion dates for such critical path milestones; and
 - (b) a detailed description of the activities to be performed by you and us respectively in connection with the deployment.
- 6.3. Each party must cooperate in respect of the deployment and notify the other party if it becomes aware that it, the other party or any third party have not carried out the tasks assigned under the Deployment Plan.

- 6.4. Upon completion of the Cloud Deployment Services, we will test Your Cloud Infrastructure deployed under the Deployment Plan in accordance with the testing procedures set out in the Deployment Plan (**Acceptance Tests**) in order to determine and verify that it has been deployed in accordance with the Deployment Plan. We will submit a copy of the test results to you. You must not use any instance of Your Cloud Infrastructure in a live environment until and unless the Acceptance Tests have been successfully completed.
- 6.5. If any account on Your Cloud Infrastructure that we have deployed into a production or live environment for you fails to pass the Acceptance Tests in accordance with the Deployment Plan, and we can demonstrate that the reason for the failure or non-compliance with the Deployment Plan is an issue or defect in Your Data or an issue or defect that we do not have express responsibility for in the Deployment Plan, then:
- you must promptly (within 7 days or as otherwise set out in the Deployment Plan) correct or procure the correction of the relevant issue or defect and we will re-test the relevant account on Your Cloud Infrastructure that has been deployed for you in accordance with the Deployment Plan; and
 - if you fail to correct or procure the correction of the relevant issue within the relevant period referred to in paragraph (a), Your Cloud Infrastructure that we have deployed for you shall then automatically be deemed to be accepted and fully compliant with the relevant Contract, notwithstanding the issue or defect.
- 6.6. If Your Cloud Infrastructure fails to pass the Acceptance Tests in accordance with the Deployment Plan due to our breach of the Deployment Plan, we will promptly rectify the failure at our sole cost.
- 6.7. Where we are required to perform data migration in accordance with the Cloud Deployment Service Requirements:
- we will extract the applicable data from one or more existing databases as specified in the Statement of Work (**Legacy Data**);
 - we will convert the Legacy Data into a format suitable for Your Cloud Infrastructure (**Converted Data**); and
 - we will export the Converted Data to Your Cloud Infrastructure.
- 6.8. We will use reasonable endeavours to ensure that the Converted Data is successfully integrated with and compatible with Your Cloud Infrastructure, as determined by us. We are not liable for any corruption or loss of data caused by you or a Force Majeure Event.
- 6.9. You represent and warrant that you have the right and authority to engage us to transfer any Legacy Data (whether in the form of Converted Data or otherwise) to Your Cloud Infrastructure and that the transfer will comply with Applicable Law. You must comply with your obligations with respect to data migration as set out in the Deployment Plan (including by assisting us with data extraction and providing data translation maps where required by us).
- 7. Cloud Backup Services**
- 7.1. If managed cloud backup services are specified in a Statement of Work, we will procure a service that backs up Your Data that is specified in the Statement of Work at the frequency set out in the Statement of Work (**Backup**) to facilitate the restoration thereof in the event that the Backup is lost or corrupted (**Cloud Backup Services**).
- 7.2. The Cloud Backup Services will be configured to backup the files set out in the Statement of Work in the locations in which they are held at the time that the configuration of the Cloud Backup Services is carried out by us.
- 7.3. If you or any other person relocates files that were configured to be backed up, or they become unavailable or inaccessible to the cloud Backup Services for any reason, we will not be liable for any associated failure of the Cloud Backup Services to operate in the intended manner.
- 7.4. You must immediately notify us if you become aware that the Cloud Backup Services are not backing up the relevant files as intended.
- 7.5. You acknowledge that the Cloud Backup Services will:
- only be configured to take backups of the files;
 - only backup on an incremental or complete basis; and
 - delete Backup on a recurring basis, but only as specified in the Statement of Work.
- 7.6. In the event of any loss or corruption of a Backup we will use our best endeavours to restore the Backup from the latest version that is held by the Cloud Backup Services.
- 7.7. At the conclusion of the Term, we will delete all Backups in our possession or control.
- 8. Azure Services**
- 8.1. If managed azure cloud services are specified in a Statement of Work, we will, as applicable:
- setup, configure and act as the administrator of your Microsoft Azure (**Azure**) tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing subscriptions and/or licences on your behalf and allocating subscriptions and/or licences to End User accounts; and
 - provide training services for Azure to your End Users set out in the Statement of Work, on the agreed dates and times at the location/s specified in the Statement of Work, (**Azure Services**).
- 8.2. You acknowledge that your use of Azure is subject to:
- you procuring subscriptions and/or licences for your End Users to access and use the Azure products and services; and
 - the Azure terms and conditions between you and Microsoft at and/or referred to at <https://azure.microsoft.com/en-au/support/legal/>, the Azure Privacy Notice at <https://privacy.microsoft.com/en-ca/privacystatement> and any other Azure agreements, policies and statements referred to in or attached to the Statement of Work (collectively, **Azure Terms**). In the event that we procure subscriptions and/or licences for any Azure services for you or any End User, then you agree to be bound by all applicable Azure Terms, as shall be published and amended from to time.
- 8.3. By entering into a Contract for Azure Services with us, you represent and warrant that you and/or your End Users (as applicable) accept the Azure Terms and you agree to pay us for all orders, subscriptions, products and services that we acquire from Microsoft for your and/or your End Users' use of Azure.
- 9. Software and Data Hosting Services**
- 9.1. If managed software or data hosting services is set out in a Statement of Work, we will during the Term host Your Data, systems and software as specified in the Statement of Work in a third party data centre specified in the Statement of Work or where no data centre is so specified, as determined by us (**Our Cloud**) (**Software and Data Hosting Services**).
- 9.2. The Software and Data Hosting Services do not include any backup services. If you require us to backup any of Your Data, systems and software that we host in Our Cloud, you must enter into a Contract with us for Cloud Backup Services in respect thereof.

- 9.3. We will use our best endeavours to procure the availability of the Software and Data Hosting Services, as measured over the course of each calendar month during the Term (each such calendar month, a **Service Period**), at least 99% of the time, excluding the time that the Software and Data Hosting Services are not Available solely as a result of your or your End Users' breach of the Contract, a scheduled outage or a Force Majeure Event (the **Availability Target**). "**Available**" means the Software and Data Hosting Services are available and operable for access by you and End Users materially in accordance with the Specifications. "**Availability**" has a corresponding meaning. "**Actual Uptime**" means the number of minutes in the Service Period that the Software and Data Hosting Services are Available. "**Percentage Uptime**" = [Actual Uptime ÷ total minutes in Service Period that the Software and Data Hosting Services are not Available due to scheduled outages or Force Majeure Events or your and/or your End Users' breach of the Contract] ÷ total minutes in Service Period x 100.
- 9.4. At the expiry of the Term or upon termination or suspension of the Software and Data Hosting Services, we will provide you with:
- (a) access to a copy of Your Data, systems and software hosted in Our Cloud for a period of 20 Business Days, after which time we will delete all of Your Data, systems and software hosted in Our Cloud including in any virtual machines that we were hosting on your behalf; and
 - (b) if required by you, transition services to assist you with the migration of any of Your Data downloaded by you from Our Cloud and in your possession or control to your nominated third party replacement supplier, for an additional fee to be agreed between you and us, or failing such agreement at our standard hourly rates, then in effect.
- 10. Microsoft 365 Services**
- 10.1. If managed Microsoft 365 services are specified in a Statement of Work, we will during the Term:
- (a) procure a subscription or licence for your End Users to access and use the Office 365 products and services specified in the Statement of Work;
 - (b) setup, configure and act as the administrator of your Microsoft 365 tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts;
 - (c) install Microsoft 365 services on your End Users' virtual or physical machines (subject to you facilitating remote access to those machines);
 - (d) create Microsoft Office 365 groups, set aliases and set associated End User permissions; and
 - (e) provide training services for relevant Microsoft 365 services to your Personnel set out in the Statement of Work on the agreed dates and times and at the location/s specified in the Statement of Work,

(Microsoft 365 Services).

10.2. You acknowledge that your use of Microsoft 365 is subject to the Microsoft Services Agreement between you and Microsoft at <https://www.microsoft.com/en-au/servicesagreement/>, Microsoft's Privacy Statement at <https://privacy.microsoft.com/en-us/privacystatement> and any other Microsoft agreements, policies and statements referred to in or attached to the Statement of Work (collectively, **Microsoft Terms**). In the event that we procure a software licence or subscription for any Microsoft 365 services for you or any End User, then you agree to be bound by all applicable Microsoft Terms as shall be published and amended from time to time.

11. Other Managed Services

11.1. Where specified in a Statement of Work, we will supply or procure the supply of the following services:

 - (a) anti-virus services that are designed to detect computer viruses (**Antivirus Services**); and
 - (b) anti-spam services that are designed to manage, screen and block spam email sent to your network (**Antispam Services**),

(Other Managed Services).

11.2. You acknowledge that your applications, equipment and devices connected to networks, particularly those connected to the internet, may receive viruses and spam and that although our Other Managed Services are designed to reduce viruses and spam as specified in the Statement of Work or by the relevant Vendor, no representation, warranty or guarantee is provided that our Other Managed Services will definitely be able to identify or eliminate all or any specific types of viruses or spam.

Schedule 4 – Cybersecurity Services Schedule

1. About this Service Schedule

- 1.1. This Service Schedule only applies where a Statement of Work expressly provides for our supply of one or more of the following services to you:
 - (a) Cybersecurity Hardware;
 - (b) Cybersecurity Software;
 - (c) Endpoint Security Management Services;
 - (d) Cybersecurity Consulting Services;
 - (e) Managed Cybersecurity Services.
- 1.2. This Service Schedule must be read in conjunction with the MSA executed between you and us and the other documents that comprise the Contract.

2. Cybersecurity Hardware and Software

- 2.1. This clause Error: Reference source not found only applies where a Statement of Work provides for our supply to you of Third Party Security Products.
- 2.2. The Third Party Security Products will provide you with access to security hardware and/or software (as applicable) that will be made available to you for you to use at the Site or in a hosted environment, as set out in the Statement of Work.
- 2.3. Where expressly specified in the Statement of Work, we will configure the Third Party Security Products or configure other Products and Services (including by applying security settings or installing additional cybersecurity components, software or tools to them) in accordance with the requirements of the Statement of Work.
- 2.4. If we provide you with recommendations concerning which Third Party Security Products to purchase, we do not represent that the Third Party Security Products will prevent or block all security attacks to your networks, computer systems and environment.
- 2.5. It is your sole responsibility to select the Third Party Security Products and associated configuration options that are most appropriate for your cybersecurity needs and unless the Statement of Work provides for us to carry out a full audit of your IT environment, you warrant to us that you have conducted all investigations and made all necessary inquiries in order to satisfy this requirement.
- 2.6. Our provision of Third Party Security Products may be subject to a service level agreement or other Vendor Terms published by the Third Party Provider of the Third Party Security Products from time to time.
- 2.7. You agree to use, and ensure that your End Users use, Third Party Security Products only in accordance with the Contract and any applicable Vendor Terms.
- 2.8. Vendor Terms will, among other things, grant you a right to use the Third Party Security Products and specify associated obligations. The Vendor Terms may be detailed in a licence issued by the Vendor and will be appended to or referred to in the relevant Statement of Work that we issue to you for the Third Party Security Products or otherwise available from us upon request.
- 2.9. You acknowledge that the Third Party Security Products may be unavailable at times, due to various factors including network maintenance, peak congestion or failure of Customer Equipment. You further acknowledge that other than in respect of guarantees that may be implied in the Contract under the ACL or other non-excludable Applicable Law, we do not guarantee the speed, performance or quality of the Third Party Security Products, although certain credits or rebates may be available under applicable Vendor Terms. Where such credits or rebates are available and provided to us for Third Party Security Products that we supply to you, we will pass on those credits or rebates to you on a pro rata basis.
- 2.10. Emergency maintenance and scheduled maintenance in relation to Third Party Security Products may be required from time to time. Should this be necessary, we will provide as much notice as is reasonably practicable and where within our control, we will endeavour to conduct such maintenance at times that are unlikely to impact most clients.
- 2.11. Fees for Third Party Security Products may include establishment, monthly recurring (which may be invoiced in advance), usage-based and other associated charges (including for hardware, software and professional services). All such Fees are set out in the Statement of Work.
- 2.12. If there is a data allowance associated with a particular Third Party Security Product and it is not used within the period for which it is provided, it does not roll-over into a subsequent period.
- 2.13. You acknowledge that devices connected to a network, and particularly but not limited to those connected to the Internet, are subject to security threats and other than in respect of guarantees that may be implied in the Contract under the ACL or other non-excludable Applicable Law, no representation, warranty or guarantee is provided that Third Party Security Products or other Products and Services will be able to completely eliminate all or any specific types of security vulnerabilities or threats on your network.
- 2.14. Without limiting clause Error: Reference source not found above (and without making any warranty or representation), we recommend that you take up all appropriate options within the Third Party Security Products and employ other security technologies in conjunction with the Third Party Security Products to reduce your risk of an information technology security incident.
- 2.15. If you experience a fault that you consider is with a Third Party Security Product, you must use reasonable endeavours to determine if the fault is caused by Customer Equipment or otherwise within your responsibility, prior to contacting us for support. Should you request after-hours support and the fault is found not to be related to a third Party Security Product, we may impose a professional service fee at our then current rates for the time we spent communicating with you about the fault and investigating it. In any event, support for Third Party Security Products is only available if you enter into an agreement that provides for our provision of support services in respect of the Third Party Security Products in accordance with our Managed IT Services Schedule.
- 2.16. Any consulting services that you require in connection with a Third Party Security Product will be subject to our Professional Services Schedule.

3. Endpoint Security Management Services

- 3.1. If “*Endpoint Security Management Services*” is specified in a Statement of Work, we will during the Term of the relevant Contract:
 - (a) read and respond to any security notifications issued to us with respect to potential security issues reported by security management software that we install on any items expressly specified in a Statement of Work as being covered by Security Endpoint Management Services (**Monitored Items**); and
 - (b) install security updates and other software patches to the Monitored Items after receiving notice of the existence of the updates and patches where they are available to us free of charge or paid for by you.

4. **Cybersecurity Consulting Services**

- 4.1. If "Cybersecurity *Consulting Services*" is specified in a Statement of Work, we will provide the consulting services in accordance with any requirements set out in the Statement of Work (**Cybersecurity Consulting Services**).
- 4.2. The Cybersecurity Consulting Services will be limited to recommendations about Third Party Security Products.
- 4.3. Although we will provide recommendations concerning which Third Party Security Products to purchase as part of the Cybersecurity Consulting Services, we do not represent that the Third Party Security Products will prevent or block all security attacks to your networks, computer systems and environment.
- 4.4. Our Fees for the Cybersecurity Consulting Services will be charged in the same manner as Professional Services as set out in clause 2 of our Professional Services Service Schedule, which is available from us upon request.

5. **Managed Cybersecurity Services**

- 5.1. If "*Managed Cybersecurity Services*" are specified in the Statement of Work (**Managed Cybersecurity Services**):
- (a) we will deploy firewalls and other security products that are designed to maintain your network security (but only to the extent those firewalls and products are specified in the Statement of Work);
 - (b) we will use our best endeavours to identify security breaches, threats and vulnerabilities on the devices or networks specified in the Statement of Work as being covered by the Managed Cybersecurity Services (**in this clause 5. Your Devices and Networks**);
 - (c) you acknowledge that devices connected to Your Devices and Networks, particularly but not limited to those connected to the internet, are subject to security threats and that although our Managed Cybersecurity Services are designed to reduce certain types of security breaches, threats and vulnerabilities specified in the Statement of Work, no representation, warranty or guarantee has been provided that our Managed Cybersecurity Services will definitely be able to identify or eliminate all or any specific types of security breaches of, and threats or vulnerabilities to, Your Devices and Networks.

6. **Cybersecurity Risk and Compliance Services - Essential Eight**

- 6.1. If "*Cybersecurity Risk and Compliance Services - Essential Eight*" are specified in an Order, we will provide these services in accordance with the scope and requirements set out in that Order (**Essential Eight Services**), subject to the relevant Agreement.
- 6.2. The Essential Eight Services will be delivered using the Ordered Products and Services, which may or may not include Third Party Security Products, as specified in the Order and will focus on supporting your implementation of the Australian Cyber Security Centre's (ACSC) Essential Eight Maturity Level 1 (E8 ML1) strategies in respect of the devices or networks specified in the Order as being covered by the Essential Eight Services (**in this clause 6. Your Devices and Networks**).
- 6.3. The Essential Eight Services will include the following activities during the Term, in respect of Your Devices and Networks:
- (a) continuous scanning of Your Devices and Networks to assess alignment with E8 ML1 controls;
 - (b) risk management dashboarding and visualisation to track compliance gaps and mitigation activities;
 - (c) automated and manual data collection from external sources to support compliance assessments;
 - (d) reporting of progress against E8 ML1 across all eight mitigation strategies;
 - (e) quarterly compliance reviews to assess alignment with your business's technology roadmap and evolving risk profile;
 - (f) continuous compliance monitoring to identify control drift or configuration changes;
 - (g) ongoing risk identification, prioritisation and tracking aligned to the Essential Eight framework; and
 - (h) regular updates to the Compliance Manager GRC platform reflecting changes in control requirements, system configurations and baseline settings relevant to E8 ML1.
- 6.4. While we will take reasonable steps to support your compliance with E8 ML1 through the Essential Eight Services:
- (i) ultimate responsibility for compliance with Applicable Laws, standards and frameworks remains with you;
 - (j) we do not guarantee that your organisation will achieve or maintain compliance or eliminate all or any specific cybersecurity risks whether as part of the Essential Eight Services or otherwise; and
 - (k) compliance outcomes are dependent on various factors, including your internal processes, systems and responsiveness to identified issues.
- 6.5. Our Fees for the Essential Eight Services will be charged in accordance with the applicable Order.

7. **Definitions and Interpretation**

7.1.[6.1.] In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service. In addition, the following words have the following meanings:

Third Party Security Products means the security hardware and/or software products specified in a Statement of Work.

Vendor Terms means a Third Party Provider's terms and conditions, as detailed in a licence agreement, end user agreement, terms of service or other similar customer agreement, issued by the Third Party Provider and referred to in or appended to a Statement of Work (or that is available from us on request) for Third Party Security Products.

Schedule 5 – Voice Services Schedule

1. About this Service Schedule

- 1.1. This Service Schedule applies where a Statement of Work that you and we execute expressly provides for our supply of “Voice Services” to you.
- 1.2. This Service Schedule must be read in conjunction with the MSA executed between you and us and the other documents that comprise the Contract.
- 1.3. Our Voice Services may only be acquired by businesses with a valid Australian Business Number (ABN).

2. Voice Services

- 2.1. Our Voice Services give you the exclusive right to use any phone number specified in the Statement of Work that is allocated to you (**Number**) to make and receive telephone calls (**Voice Services**) during the Term.
- 2.2. If a Statement of Work specifies that you wish to transfer any of your existing Numbers that are allocated to you by a third party telecommunications supplier (**Original Telecommunications Supplier**) to us, we undertake to use reasonable endeavours to port those Numbers to us. However, we do not warrant or guarantee the feasibility or success of such a port.
- 2.3. Porting may be unsuccessful for a number of reasons, including because:
 - (a) we do not have a pre-established porting arrangement with your existing carrier;
 - (b) the number is being used in connection with complex services by the existing carrier;
 - (c) the number is part of a block of numbers and you have not requested us to port all of the numbers; or
 - (d) the number being ported is no longer active on the existing carrier’s network.We and our suppliers will not be liable to you if the porting fails for those reasons or for any other reason outside of our control. You warrant that you are authorised to port the relevant service number(s) and authorise us and our suppliers to undertake the porting process.
- 2.4. The availability of Voice Services is subject to, among other things, geographic availability, the underlying internet connection and any maintenance or downtime of our Third Party Providers.
- 2.5. All of our Voice Services require an underlying internet connection. You must take all necessary steps to ensure that the equipment connected to the Voice Service (including your computer network) is secured from unauthorised access, including by way of firewalls, and that voicemail and other systems are secured by passcodes that are regularly changed.
- 2.6. If a Statement of Work specifies that you require us to provide you with new Numbers, we will use our best endeavours to provide you with the new Numbers by the date specified in the Statement of Work (**Available Date**).
- 2.7. One or more of our Third Party Providers may seek to deliver any services necessary for us to provide the Voice Services using carrier rights and immunities under Schedule 3 of the *Telecommunications Act 1997* (Cth) and any nominated provisioning timeframes may be based on there being no objections by any building owner or occupier for such services. You hereby agree that any such objections may delay the provisioning of any Voice Services. Further, where any such objection is sustained and our Third Party Providers cancel the provisioning of any relevant services as a result thereof, we may be unable to deliver the Voice Services to you and in those circumstances, we reserve the right to terminate the Contract without liability to you.
- 2.8. In respect of Numbers that we provide to you or port in for you:
 - (a) you must comply with any security policies, fair use policies and other procedures and policies as imposed by us or any third party whose content or services you access using the Voice Services that we notify you of. Despite any other provision of this Service Schedule, if you breach any reasonable policy that we notify you of, we may, at our sole discretion and without notification, suspend, limit or terminate the Voice Services;
 - (b) you must (before we connect the applicable Number to the Voice Services) provide us with any specific details or requirements relating to that Number or your End Users (as applicable) that you need us to apply to and that we have the functionality to accommodate, in respect of the Number (including the need for disability assistance, call blocking or identification restrictions) prior to the completion of the transfer;
 - (c) such Numbers will be allocated by the Australian Communications and Media Authority (**ACMA**) and will be subject to availability on the Integrated Public Number Database (**IPND**). You must give us any information that we are required to provide to IPND or ACMA without delay upon our request in connection with any Number;
 - (d) you warrant that the service delivery address nominated in writing in the Statement of Work or as otherwise agreed by you and us is the only address at which the Voice Services will be used;
 - (e) we reserve the right to alter or replace any Number in order to comply with Australian regulations;
 - (f) we will disclose your name and address details to the IPND and such information may be used for directory services unless you nominate the number to be unlisted;
 - (g) you acknowledge that you and your End Users have no right, title or interest in any Number allocated to you as part of the Voice Services other than the temporary right to use the Number in connection with the Voice Services;
 - (h) we will comply with the National Numbering Plan (**NNP**) and reserve the right to alter or replace any Number as a result of our compliance with the NNP, or with any direction from ACMA. We will use reasonable endeavours to provide you with at least 7 days’ prior written notice of any numbering change that will affect the Voice Services or the Numbers supplied to you. Where at least 7 days’ prior written notice is not practical in the circumstances, we will provide you with as much notice as is practicable; and
 - (i) you must not transfer any Number that we allocate to you to another service provider (**Port Out**) during the Term.
- 2.9. We will provide you and your End Users with access to emergency 000 services free of charge via the Voice Services. However, we have no liability whatsoever if you or they are unable to access emergency 000 services at any time and from time to time. You must ensure that you and your End Users have the ability to dial emergency 000 services from another source other than the Voice Services.
- 2.10. You acknowledge that the Voice Services are not a secure, private and confidential method of communication.
- 2.11. The Voice Services must not be acquired or used to operate an outbound call centre or to make calls using a predictive dialer or other similar dialing system. In addition, you must not use, or permit any Voice Services to be used, to make threatening, unwelcome, hoax, or harassing telephone calls and you must have all the necessary rights to broadcast any audio that you apply to a Voice Service (e.g. ‘music on hold’) and to licence us and our suppliers to broadcast such audio on your behalf.
- 2.12. If the underlying internet service over which the Voice Service is provided is not functioning, such that a connection cannot be established between the calling device and our or our supplier’s voice switch, the Voice Service will not function. In addition, the number of calls that can be made at any time is limited by the available uncongested bandwidth on your internet service.
- 2.13. Some of our Voice Services can be used with physical handsets and others with “softphones”, which are software-based handsets (that allows you to make and receive calls via your computer or other compatible device). The software is supplied for the Term under a license that you must accept at the time of installation.

- 2.14. If we provide you with a physical handset, it is rented to you for the Term and you must return the handset to us in good working order (fair wear and tear excepted) at the end of the Term. If the handset is not so returned, you must pay a Non-Return Charge that we specify from time to time. You must not modify or interfere with the handset, or any software installed on the handset, and must ensure that it is kept in a safe and clean environment.
- 2.15. We are not responsible for installation of any physical or softphone that you wish to use in connection with a Voice Service. You may self-install; engage (at your own cost) a service provider to install; or use a service provider recommended by us (**Recommended Installer**). If you wish to use a Recommended Installer:
 - (a) you acknowledge and consent us providing the information contained in the Statement of Work to the Recommended Installer to be used only for the purpose of contacting you to organise a time for installation and to quote the relevant fees;
 - (b) the Recommended Installer will invoice you for the installation directly;
 - (c) you will liaise with the Recommended Installer directly regarding any installation faults or issues.

3. SIP Trunk

- 3.1. This clause Error: Reference source not found applies where a Statement of Work specifies that we will supply you with "SIP Trunk" services. SIP Trunk services enable the making and receiving of telephone calls to an IP PBX or a Session Initiation Protocol (**SIP**) gateway device over an internet service.
- 3.2. The Statement of Work will set out your selected number of SIP voice sessions (i.e. the number of concurrent calls) and applicable usage-based call plans.

4. Your obligations

- 4.1. You must:
 - (a) use the Numbers that we supply to you solely for the purposes of terminating and originating calls over the Voice Services;
 - (b) not modify or relocate the Voice Services or permit any End User or other person to do so, without our prior written approval;
 - (c) if you replace any services provided to you by an Original Telecommunications Supplier with services that rely in whole or in part on our provision of the Voice Services, you remain liable for all amounts owing to the Original Telecommunications Supplier if payable as a result of the transition from the services provided by the Original Telecommunications Supplier and/or the termination of any agreement with the Original Telecommunications Supplier;
 - (d) pay all Fees with respect to the Voice Services in accordance with the Payment Terms and must pay any other fees or charges that you, your End Users or any third party authorised by them incurs in connection with your or their use of the Voice Services (**Extra Charges**). Extra Charges include internet access costs, web browser costs, computer and smartphone equipment costs, telecommunications costs, data costs and roaming charges. If there are any Extra Charges owed to our Third-Party Providers, those Extra Charges will be directly paid to them upon your payment of our invoice;
 - (e) pay for all calls made through a Voice Service, whether or not you have authorised the calls or your equipment or systems have been accessed without consent;
 - (f) ensure that all End Users are provided with the following notice before using the Voice Services:
WHEN YOU DIAL '000' FROM THE VOICE SERVICES, YOU WILL BE CONNECTED TO EMERGENCY SERVICES. IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THE VOICE SERVICES CANNOT BE UTILISED IF THERE IS A POWER OUTAGE, WHEN YOUR INTERNET CONNECTION IS INTERRUPTED OR IF THE HARDWARE YOU ARE USING TO ACCESS THE VOICE SERVICES IS FLAWED, DISCONNECTED, FAULTY OR UNAVAILABLE. YOU MUST HAVE AN ALTERNATIVE TELECOMMUNICATIONS SERVICE SUCH AS A CELLULAR, FIXED LINE OR SATELLITE TELEPHONE CONNECTION TO CONTACT EMERGENCY SERVICES IN THE EVENT THAT THE VOICE SERVICES ARE UNAVAILABLE OR INOPERABLE AT ANY TIME.

5. Call Charges and payment

- 5.1. We may monitor your actual usage of the Voice Services against the call plan selected by you, as set out in the applicable Statement of Work or as otherwise agreed (**Call Plan**), including the duration and types of calls you, your End Users or any third party authorised by them may make.
- 5.2. Your monthly call usage is determined in accordance with the rates specified in the relevant Statement of Work (**Monthly Usage Fee**), which may be subject to change, as determined by us in our absolute discretion.
- 5.3. If your usage exceeds the limitations set out in the Call Plan, you must pay the excess usage charges set out in the Call Plan or Statement of Work (as applicable). If we determine that your usage of the Voice Services is excessive, unreasonable or interferes with our provision of the Voice Services to our customers, we reserve the right to suspend, limit or terminate the Voice Services.
- 5.4. You must pay the Monthly Usage Fee in accordance with the Payment Terms irrespective of whether you use all of your Call Plan. For the avoidance of doubt, the Monthly Usage Fee is in addition to any Fees payable to us under this Service Schedule and any unused inclusions in your Call Plan do not rollover to the next calendar month.
- 5.5. Monthly recurring charges are payable in advance with the first month's charges to be pro-rata based on the service activation date. Usage charges are billed monthly in arrears.
- 5.6. We will use our best endeavours to encapsulate all applicable Fees with respect to the Voice Services in each invoice, however if we fail to do so or it is not possible for whatever reasons, we will include those charges in the subsequent invoice to you, clearly itemised, and such delay will not affect the validity of the charges contained in that invoice.

6. Termination, suspension and cancellation

- 6.1. We may terminate the Voice Services and the relevant Agreement:
 - (a) under clause Error: Reference source not found(b) of this Service Schedule or otherwise pursuant to any provision of the Agreement; or
 - (b) you Port Out any Number during the Term.
- 6.2. Any Port Out of a Number by you during the Term will be deemed to constitute written notice of your election to terminate the Contract for convenience under clause 16.5 of the MSA.

Schedule 6 – Network Services Schedule

1. About this Service Schedule

- 1.1. This Service Schedule applies where a Statement of Work that you and we execute expressly provides for our supply of network services to you.
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Contract. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.

2. Network Services

- 2.1. We will use our best endeavours to deliver the network services to the Site specified in the Statement of Work in accordance with the requirements specified in the Statement of Work (the **Network Services**).
- 2.2. Coverage is limited to service areas. Executing a Statement of Work does not guarantee availability.
- 2.3. There may be extensive delays in the provisioning of Network Services. We will not be liable for any such delays. For example, one or more of our Third Party Providers may seek to deliver any services necessary for us to provide Network Services using carrier rights and immunities under Schedule 3 of the *Telecommunications Act 1997* (Cth) and any nominated provisioning timeframes may be based on there being no objections by any building owner or occupier for such services. You hereby acknowledge that any such objections may delay the provisioning of any Network Services. Further, where any such objection is sustained and our Third Party Providers cancel the provisioning of any relevant services as a result thereof or for any other reason, we may be unable to deliver any Network Services and in those circumstances we reserve the right to terminate any applicable Contract without liability to you.
- 2.4. You must not make use of any Network Services for the purposes of on-selling or supplying connectivity (whether by physical or wireless connection) to:
 - (a) the building, unit, suite, apartment of any third party;
 - (b) any location other than the Site; or
 - (c) any third party.
- 2.5. We may supply Network Services ourselves or outsource the whole or part of any Network Services to third parties. We may also modify any Network Services or any feature or other aspect of any Network Services where we choose to do so in our absolute discretion provided that this does not result in any material deterioration in the quality of any Network Services and the modified Network Services continue to comply with any applicable Specifications.
- 2.6. We are not responsible for and we do not monitor, supervise, edit or control any Customer Data that is transmitted via the Network Services.
- 2.7. We own, control and operate Our Equipment (to the extent that it forms part of the Network Services) and we may add or remove any component of Our Equipment (as it relates to the Network Services) at any time and from time to time.
- 2.8. Prior to us carrying out the provisioning of the Network Services at the Site, we or our Third Party Providers will carry out a qualification check to ensure that you can receive or use and we can supply the Network Services. If in our absolute discretion, we determine that we cannot provision the Network Services, we will notify you and either you or we can terminate the Contract as it relates to the Network Services. Upon such termination, we will provide you with a refund of any Fees paid by you for the Network Services.
- 2.9. A signed confirmation by you (or your Personnel, as applicable) that the installation, set-up or configuration (as applicable), was completed by us, shall constitute prima facie evidence that it was completed in accordance with the details set out in a Statement of Work or the Specifications, as applicable.
- 2.10. You must ensure that you configure all Customer Equipment correctly in order to receive and properly use the Network Services.
- 2.11. You hereby consent to the installation of any network termination unit, router and devices that is specified in the Statement of Work that we are to install at the Site (and to the disconnection of any services and related devices and equipment where required by any of our suppliers) at the Site prior to the installation being performed, for the purposes of the installation.
- 2.12. We and our Third Party Providers shall not be responsible for the installation of electrical wiring, the removal of doors, widening of entrances or any other structural work of any description at the Site. You must procure all such work to be carried out prior to our and our suppliers' attendance at the Site. We are also not responsible for procuring the installation or maintenance of any cabling in the Site, other than any cabling from a relevant supplier's network that it connects to the service demarcation point under what the relevant supplier deems to constitute a "standard install". You must install or procure the installation of any other necessary cabling in connection with your receipt of any Network Services.
- 2.13. If we or our Third Party Providers are prevented from installing any network termination unit, router or devices at the Site due to your breach of this Service Schedule, you must pay us all costs, charges and losses that we suffer or incur as a result.
- 2.14. In any other circumstances, upon 24 hours' notice, you must provide our Personnel and our Third Party Providers' personnel with full and safe access to the Site and any other location at which any of your network termination units, routers, equipment or devices are held (except at any data centre that we have a presence in) where reasonably required by us to perform our obligations under this Service Schedule.
- 2.15. You must provide us with your personal details to enable us to update the Integrated Public Number Database and provide us with any relevant routing information, domain names and other information reasonably required for us to provide and maintain the Network Services ensure that you promptly notify us of any changes to such information.
- 2.16. You must provide adequate working space and a safe working environment at the Site for our Personnel and our suppliers' personnel's use, as and when required by us, and you must ensure in the interests of health and safety that our Personnel and our suppliers' personnel are notified of any safety hazards at or in the vicinity of those premises while on the Site.
- 2.17. You acknowledge that the Network Services will suffer downtime from time to time. We will endeavour to avoid downtime during Business Hours.
- 2.18. We may terminate your access to the Network Services if you or any of your Personnel repeatedly infringe any of our reasonable policies and procedures notified by us to you or your Acceptable Use Policy or commit a material breach of any such policy.

- 2.19. You (and you must ensure that your End Users) acknowledge that our network is not a secure, private and confidential method of communication and the transmission of any data (including Customer Data) on our network is at your or their own risk.
- 2.20. You agree and acknowledge that in order for us to supply Network Services, we may need to allocate to you one or more identifiers such as an IP address (**Identifiers**).
- 2.21. Identifiers are not owned by you and as between you and us, remain our property and you agree and acknowledge that we may be required to forego, reallocate or reassign the Identifiers to comply with rules and other requirements (as applicable) of any relevant government entities or authorities in respect of the Identifiers including the Australian Communications and Media Authority.
- 2.22. Where we allocate public IP addresses to you, we will record that allocation in the APNIC WHOIS database.
- 2.23. We grant to you a non-transferable licence for you to use Identifiers that we allocate to you only for the purpose of you receiving Network Services from us.
- 2.24. We will notify you in writing if we are required to forego, reallocate or reassign any Identifier allocated to you, and you must cooperate in respect of all such matters.
- 2.25. We are not liable for any abuse or malicious use of any Identifiers (including any public IP addresses).
- 2.26. Network Services do not include the provision of any Identifiers unless expressly specified in the applicable Statement of Work.

Schedule 7 – Hardware and Software Services Schedule

1. About this Service Schedule

- 1.1. This Service Schedule applies with respect to Statement of Works for the supply of:
 - (a) hardware that you purchase from us (**Purchased Hardware**);
 - (b) hardware that you rent from us (Rented Hardware); and
 - (c) third party software that you license, or procure subscriptions for, from us (including, any virtual hardware or infrastructure supplied as-a-service) (**Third Party Software**).
- 1.2. This Service Schedule must be read in conjunction with the MSA executed between you and us and the other documents that comprise the Contract.
- 1.3. In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service or the *Personal Property Securities Act 2009* (Cth) (**PPSA**), unless the context indicates otherwise.

2. Delivery of Hardware

- 2.1. Where a Contract is entered into for the supply of hardware to you:
 - (a) we will:
 - (i) pack, or arrange for the packing of, the hardware suitable for delivery to the delivery location specified in the Statement of Work; and
 - (ii) arrange for the delivery of the hardware to the delivery location specified in the Statement of Work, 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 as is reasonably required for us to deliver the hardware; 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.
- 2.2. It is agreed that until and unless the Fees for Purchased Hardware are paid in full to us in accordance with the Payment Terms, and at all times, in the case of Rented Hardware, you:
 - (a) agree that the Contract 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 the Contract with respect to the hardware;
 - (c) must provide all access, assistance and cooperation required by us to effect registration and/or to enable us to exercise our rights 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;
 - (h) must not allow any person to have or acquire any Security Interest in the hardware;
 - (i) must not destroy, deface or obscure any identifying mark or packaging on or relating to the hardware;
 - (j) must not remove the hardware from the delivery location;
 - (k) agree that we may repossess the hardware if payment for the hardware is not made in accordance with the Payment Terms or the Contract 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;
 - (l) 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
 - (m) must indemnify us from and against, any loss, damage, costs and expenses incurred 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.
- 2.3. You:
 - (a) grant us and our representatives an irrevocable licence to enter any land or premises for the purpose of inspecting, retaking possession of or otherwise enforcing our rights in relation to Purchased Hardware and Rented 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 you hereby indemnify and hold us harmless from and against 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 Error: Reference source not found; and
 - (b) if we retake possession of any such hardware, we may deal with it as we think fit.

3. Supply of Software

- 3.1. Where a Statement of Work is entered into for the supply of Third Party Software (whether pre-installed on hardware or otherwise) or for access to or a subscription to Third Party Software on a software-as-a-service basis, to you:
 - (a) you must, prior to accessing or using the Third Party Software for any reason, enter into an end user licence agreement, terms of service or other customer agreement with the applicable Third Party Provider (a **Licence Agreement**), a copy of which is available from us or the applicable Third Party Provider on request;
 - (b) your rights and obligations in respect of the Third Party Software are governed by the applicable Licence Agreement;
 - (c) except and to the extent otherwise provided in the relevant Licence Agreement, you shall be granted a non-exclusive and non-transferable licence to use the Third Party Software in accordance with the Documentation provided by us to you, in the form in which it is made available by us or the Third Party Provider to you for your internal business purposes only (**Licence**);
 - (d) the IPR for each item of Third Party Software is owned by the relevant Third Party Provider and in paying us for the Third Party Software, you are purchasing the Licence only, and not the IPR in the Third Party Software;
 - (e) you must install any patches or updates as required to correct any bugs or errors in the Third Party Software;

- (f) the Licence will terminate immediately upon termination of the Contract or breach, termination or expiry of the Licence Agreement; and
- (g) you must not register or assist other third parties to register a Security Interest in the Third Party Software.

4. Information, specifications and samples

- 4.1. All information, specifications and samples provided by us in relation to hardware or software to be delivered under the Contract by us are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect your use of them do not entitle you to reject them upon delivery, or to make any claim in respect of them.
- 4.2. You may have rights under Applicable Law in respect of hardware and software that we supply to you, including the Australian Consumer Law. Please see <https://consumer.gov.au/> for more information.

5. Setup, Installation and Configuration

- 5.1. Except to the extent specified in a Statement of Work, we have no obligation to setup, install or configure any hardware or software.
- 5.2. We will use our best endeavours to supply and/or procure the setup, installation or configuration of hardware and software, to the extent specified in a Statement of Work, substantially in accordance with any Specifications or as otherwise determined by us in accordance with good industry practice.

6. Support, Maintenance and Custom Development

Support, maintenance and Custom Development is not governed by this Service Schedule. Please contact us if you wish to enquire about those services.