

Master Services Agreement

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

Agreement means this Master Services Agreement, comprising the documents referred under clause 1.3.

AI System means any software, model, algorithm, or automated system designed to generate, predict, recommend, classify, analyse, or otherwise produce outputs, including content, decisions, or insights, based on data, rules, machine learning, or similar techniques.

Business Day means a day which is not a Saturday, Sunday or public holiday in Brisbane, Queensland, Australia.

Claim means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against a person, however arising and whether: ascertained or unascertained; immediate, future or contingent; and subject of a dispute, litigation, arbitration, mediation, conciliation or administrative proceedings.

Client Engagement Letter means the letter we provide at the beginning of our engagement with you.

Commencement Date has the meaning given to that term in clause 2.1.

Confidential Information means all spoken, written or electronically stored information belonging to or relating to either party and includes without limitation:

- (a) any kind of technical, financial or business information;
- (b) details of employees, suppliers, or customers;
- (c) material developed under this Agreement; and
- (d) Intellectual Property Rights, concepts, know-how and trade secrets;

but excludes information in the public domain (other than by default under this Agreement) or information independently known to the other party.

Customer, you or your means the person or entity listed as such under the Proposal and whom receives the benefit of the Services.

Customer Environment means the Customer's IT environment with which, or in connection with which, the Services are provided, including any hardware, software, networks, systems, configurations and data owned, operated or used by the Customer.

Customer Materials means any data, materials, and Intellectual Property Rights that you provide to us in connection with our supply of Services.

Defect means an issue with a Deliverable which:

- (a) results in the Deliverable not meeting the agreed specifications;
- (b) materially adversely affects the performance of the Deliverable;

- (c) is not attributable to incompatibility with third-party software or hardware, unless the specifications for that Deliverable states that the Deliverable will be compatible with that particular third-party software or hardware; and

- (d) is able to be replicated by us.

Deliverable means any material, software or documents we develop or otherwise supply to you as part of the Services.

Fees means the fees we charge for Services or Products as set out in the relevant Proposals, or as we otherwise notify you in writing.

GST has the meaning given in the GST Law.

GST Law means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, recipes, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Loss means any loss, liability, cost, charge, expense, damage, penalty, compensation, fine, or outgoing of any kind, including reasonable legal costs on a solicitor-client basis.

Material Change has the meaning given to that term in clause 2.3(d).

Minimum Specifications means any minimum specifications the Customer Environment must meet to receive the full benefit of any Products, Services and Deliverables we supply to you in accordance with this Agreement.

Non-Excludable Conditions has the meaning given to that term in clause 11.1(b).

Out-of-Scope Services means all services which are not within the scope of the Services set out in a Proposal.

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Privacy Law means the Privacy Act 1988 (Cth) and any other law that governs the use, disclosure or management of data or information relating to persons.

Product means any goods, including equipment and software, that you request, order, hire or purchase from us pursuant to this Agreement.

Proposal means any proposal, statement of work or quote which sets out the Services we propose to supply to you.

Representative includes an employee, agent, officer, director, auditor, advisor, researcher, partner, consultant, contractor, sub-contractor, related body corporate or Related Entity (as defined in the Corporations Act 2001 (Cth)) of a person.

NTQ, we, us, or our means Network Technologies Queensland Pty Ltd ABN 69 140 500 143.

Services means services that you request, order or purchase under this Agreement, as set out in the applicable Proposal(s) or otherwise agreed between the parties in writing, and where applicable includes the supply of Cloud Services, Hardware, Managed and Support Services, Professional Services, Voice Services and Internet Services. The Services do not include any matters which are listed as "exclusions" or "excluded services" in the applicable Proposals.

Service Levels means any applicable services levels set out in the Proposal or otherwise agreed between the parties in writing.

Term means the term of this agreement in accordance with clause 2.2.

Third-Party Fees means any fees payable to a Third-Party Provider.

Third-Party Provider means any third-party provider of Third-Party Services.

Third-Party Services means any AI System, software, hardware, networks, services, and/or platforms provided by Third-Party Providers in connection with our Services.

Unforeseen Event means any event beyond a party's reasonable control, including:

- (a) pandemic or epidemic, natural disaster, lightning, storm, fire, flooding;
- (b) an act of war or terrorism, the mobilisation of armed forces, civil commotion or riot, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government;
- (c) a failure of a supplier, public utility or common carrier or device disruption due to the effects of any virus, malware, or malicious code (but only to the extent it does not arise from the affected party's negligence, wilful misconduct or breach of this Agreement),

or any similar event beyond a party's reasonable control.

1.2 Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;
- (c) an obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly;
- (d) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (f) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;

- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) a word importing the singular includes the plural (and vice versa);
- (i) a word indicating a gender includes every other gender and no gender;
- (j) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document, and a reference to this document includes all schedules, exhibits, attachments and annexures to it;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (l) no doctrine or rule of construction of documents will apply to the disadvantage of a party, on the basis that the party put forward under this Agreement or any relevant part of it;
- (m) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (n) a reference to "\$" or "dollars" means Australian dollars; and
- (o) "includes" in any form is not a word of limitation.

1.3 Agreement documents

- (a) The following documents will comprise the Agreement:
 - (i) these Operative Provisions (including any annexures, schedules, or appendices to these Operative Provisions);
 - (ii) the Module Terms (as applicable under clause 4.2);
 - (iii) any Proposal validly deemed to form part of the Agreement;
 - (iv) the Client Engagement Letter.
- (b) Subject to clause 1.3(c), if there is any inconsistency, conflict, ambiguity or discrepancy between any of the documents forming the Agreement, it will be resolved according to the same order of precedence set out in clause 1.3(a), with the documents higher in the list having higher priority.
- (c) Notwithstanding clause 1.3(b) above:
 - (i) if any Proposal forming part of the Agreement includes special conditions stated to apply, those special conditions will prevail to the extent of any inconsistency, conflict, or ambiguity; and
 - (ii) where we provide you with Products or Services in our capacity as a reseller, you acknowledge and agree that such Products and Services may be subject to any additional terms relating to the reseller arrangement.

2. Term

2.1 Commencement of Term

This Agreement is binding on you from the earlier of:

- (a) the commencement date stated in the Proposal (**Commencement Date**);
- (b) the date you sign the Client Engagement Letter or the Proposal;; or
- (c) the date you, having received a copy of these terms, instruct us to commence any Services or purchase any Product,

and applies to all Services we supply to you.

2.2 Term

The Agreement will continue in force for as long as we provide the Services under any valid Proposal, unless terminated earlier under clause 2.3(d) or 12.1

2.3 Variations to Operative Provisions and Module Terms

- (a) Subject to clause 2.3(b), we may vary the terms of the Operative Provisions and Module Terms from time to time by updating the relevant terms on our website (**Updated Terms**), provided that we give you written notice of the Updated Terms at least 45 days before they take effect (**Variation Notice**). The Variation Notice must include either a link to the Updated Terms or a copy of the Updated Terms, and a summary of the changes.
- (b) Clause 2.3(a) does not apply to changes to Fees, which may only be varied in accordance with clause 7.
- (c) Subject to clause 2.3(d), the Updated Terms will take effect and bind the parties on the date that is 45 days after the date you are taken to have received the Variation Notice (**Effective Date**).
- (d) If you reasonably consider that the Updated Terms include a material change that materially and adversely affects your rights or obligations under this Agreement (**Material Change**), you may terminate this Agreement (and any affected Services under any Proposal) by giving written notice to us at any time before the Effective Date, in which case:
 - (i) termination will take effect one day before the Effective Date; and
 - (ii) you must pay all Fees properly incurred up to the termination date, and unless otherwise agreed, we will continue to provide the Services until that date.
- (e) For clarity, a change provided under a Variation Notice will not be a Material Change to the extent it is:
 - (i) required by law or a regulator;
 - (ii) a reasonable change to the Fees under clause 7.1(b)(i); or
 - (iii) is administrative or immaterial in nature.

3. Proposals

3.1 General

- (a) We may issue Proposals to you including proposed Services and our Fees.

- (b) A Proposal is valid for the period stated in the Proposal, or if no such period is specified, then 30 days from the date of issue.
- (c) We may cancel or modify a Proposal at any time before you have accepted a Proposal.
- (d) To the extent permitted by law, we shall not be liable for any errors or omissions in a Proposal.

3.2 Acceptance

- (a) You may only accept a Proposal in its entirety.
- (b) A Proposal is accepted by you upon the earlier of:
 - (i) you signing or countersigning the Proposal;
 - (ii) you confirming acceptance in writing;
 - (iii) you accepting delivery of any Products, Services and Deliverables described in the Proposal; or
 - (iv) you making any payment in respect of the Proposal.
- (c) Accepted Proposals will be deemed to be incorporated into this Agreement.

3.3 Variations to Proposals

- (a) Any variation to an accepted Proposal must be agreed in writing by both parties.
- (b) If you request a variation to the Services after a Proposal is accepted, we may give you notice in writing that such variation will result in changes to the delivery timeframes or Fees. If agreed, such variation will be deemed to be incorporated into the terms of this Agreement.

4. Services

4.1 Services

We will provide the Services, subject to the terms of this Agreement and the agreed Proposals.

4.2 Module Terms applying to the Services

Where we provide any of the following Services and Deliverables under the Agreement, the corresponding Module Terms will form part of the Agreement and apply to the provision of those Services and Deliverables.

Services	Module Terms
Cloud Services	Cloud Service Module Terms
Licensed Software	Licensed Software Module Terms
Hardware as a Service	Hardware Module Terms
Managed and Support Services	Managed and Support Services Module Terms
Professional Services	Professional Services Module Terms
Internet Services	Internet Services Module Terms
Voice Services	Voice, VoIP and Messaging Module Terms

4.3 Hours of operation

Unless otherwise agreed, our personnel will be available between 8am and 5 pm on Business Days.

4.4 Performance

In performing the Services, we and our Representatives will:

- (a) subject to clause 4.7, meet or exceed the Service Levels set out in the applicable Proposal (if any);
- (b) exercise the standards of diligence, skill and care normally exercised by a similarly qualified and competent person in the performance of comparable work;
- (c) act in a professional, careful, safe and proper manner;
- (d) hold all the necessary permits and licences required in the performance of its obligations;
- (e) comply with all relevant occupational health and safety policies;
- (f) comply with all relevant laws including State and Federal laws and local government laws and regulations; and
- (g) observe your reasonable directions in relation to security or use of any facilities or equipment.

4.5 Cooperation

The parties agree to act reasonably and in good faith in all of their dealings with each other.

4.6 Timeframes

We will use our best efforts to provide the Services within the timeframes set out in the relevant Proposal, or as otherwise agreed between the parties in writing. However, the timeframes are targets only and not guarantees.

4.7 Service limitations

We will use reasonable efforts in providing the Services, however other than as set out in these Terms, to the extent permitted at law:

- (a) we do not warrant or guarantee the Services are uninterrupted or error-free;
- (b) we do not take any responsibility for faults, delays, or interruptions to the Services caused by:
 - (i) misuse or user error;
 - (ii) your software, hardware, and network;
 - (iii) the delays, action, operation, inaction, or failure of any Third-Party Provider or other third party;
 - (iv) any delay by you in providing us with instructions, Customer Materials, or access to any premises where Services are to be provided; or
 - (v) any Unforeseen Event; and
- (c) unless otherwise agreed in writing, we do not warrant or guarantee that use of the Deliverables will be fit for any particular purpose, or bring you into compliance with any law or standard.

4.8 Out-of-Scope Services

We may at our discretion provide Out-of-Scope Services for additional Fees agreed between the parties in writing.

4.9 Suspension

- (a) We may suspend our services at any time if:

- (i) you breach clause 5.1 of this Agreement;
- (ii) we have reason to suspect that you are using the Services in a manner that contravenes applicable laws; or
- (iii) in our reasonable opinion your data, network, software or equipment may be causing damage to any person or property.
- (b) You acknowledge and agree that suspension of Services under this clause does not affect your liability to make payment under this Agreement.

5. Your Rights and Obligations

5.1 Customer Responsibilities

- (a) You must:
 - (i) nominate and keep updated in writing one or more authorised contacts to liaise with us, and who has authority to make decisions and give us instructions on your behalf in relation to the Services;
 - (ii) supply clear instructions and respond to our queries promptly and clearly;
 - (iii) supply any agreed Customer Materials promptly;
 - (iv) respond in a timely manner if we bring an issue to your attention in relation to your software, equipment, data, or network that affects the Services; and
 - (v) notify us if you make any changes to your software, network or data which may affect the Services or Products.
 - (vi) ensure that the Customer Environment meets any Minimum Specifications set out in the Proposal;
 - (vii) not publish, copy or distribute material that is defamatory, offensive, abusive, obscene, menacing, threatening, harassing or illegal under any law at any place where transmissions are sent from, viewed or received;
 - (viii) not do anything that may damage, interfere with or make unsafe, our network and infrastructure; and
 - (ix) not do anything that may expose us or you to civil or criminal liability.
- (b) If you do not provide, or keep updated, the authorised contact details referred to in clause 5.1(a)(i), you agree that we may act on instructions received via the nominated support channels from a person who reasonably represents that they are authorised to act for you.
- (c) To the extent permitted by law, you are solely responsible for any Claim caused or incurred due to your failure to comply with this clause 5.1.

5.2 Site Access

If the Services include us providing on-site services, you must:

- (a) grant or arrange access to the premises where such Services are to be conducted; and

- (b) must ensure it is a safe working environment for our Representatives in compliance with all occupational health and safety laws.

5.3 Nominated representative

You agree upon our request to nominate a key representative to liaise with us and who has the authority to make decisions and give us instructions on your behalf in relation to the Services.

5.4 Customer responsibilities

Unless otherwise agreed by us in writing, you are responsible for, and expressly agree that we are not responsible for:

- (a) any performance outcomes from your use of the Services;
- (b) any issues or defects arising in relation to your data, business processes, software, equipment or network; or
- (c) any third-party software or services, including any that integrate with the Deliverables.

5.5 Security

- (a) We will use our reasonable efforts to effect and maintain the security and confidentiality of your Customer Materials.
- (b) You must put in place reasonable security measures to ensure the security of all provided devices and systems.

6. Testing and Acceptance

- (a) You are responsible for arranging acceptance testing of the Services and Deliverables within 10 Business Days of receipt. All testing will be at your own cost.
- (b) You acknowledge that any delays in acceptance of a Deliverable may affect the delivery timeframe of any future Deliverables.
- (c) Within 10 Business Days after completion of acceptance testing, you must notify us in writing if you believe there are any Defects in the Services or Deliverables.
- (d) If we determine, acting reasonably, that there is a Defect, we will either remedy the Defect or provide replacement Services or Deliverables, at our cost.
- (e) If we do not receive a notice under clause 6(c) within the specified timeframe, the Services or Deliverables will be deemed to be without any deficiency and accepted by you.

7. Fees and Payments

7.1 Fees

- (a) We will invoice, and you must pay the Fees.
- (b) Subject to clause 7.2:
 - (i) we may vary the Fees for ongoing Services once every 12 months during the Term in accordance with the process set out in clause 2.3;
 - (ii) we may vary the Fees for Products at any time by giving you no less than 30 days' notice in writing. Any such price variation will reasonably reflect increases in our costs of obtaining the Products, including

but not limited to increases in supplier pricing, currency exchange fluctuations, freight, and other third-party costs; and

- (iii) any variation in Fees will apply only to Services requested and performed or Products ordered after the effective date of the change.

7.2 Foreign Exchange Variation

- (a) Where the Fees include software licensing costs that are sourced in a foreign currency, if the exchange rate between the Australian dollar and the relevant foreign currency, as published by the Reserve Bank of Australia (**Exchange Rate**) varies by more than 2% (upwards or downwards) between the date of the Proposal and the date of invoice, we may issue a revised quote or adjust the Fees to reasonably reflect that variation.
- (b) For any multi-year licensing arrangements which are structured as annual payments at the commencement of each billing year, we may adjust the Fees payable for each subsequent annual renewal if the Exchange Rate has varied by more than 2% compared with the Exchange Rate applied at the time of the immediately preceding annual invoice.
- (c) You must pay the adjusted Fees as invoiced, and this adjustment right applies notwithstanding any previously agreed pricing.

7.3 Payments

- (a) Unless otherwise agreed:
 - (i) we will issue invoices for Fees for Services monthly in arrears. All invoices must be paid within 14 days of the invoice date; and
 - (ii) we will issue invoices for Fees for Products when you order such Products. All invoices must be paid within 14 days of the invoice date. You acknowledge that, in order for us to maintain our cash flow, we will not order Products from the relevant vendor until we receive payment from you in full.
- (b) Payment must be made by the methods specified in the applicable Proposal, or such other means as we agree in writing.
- (c) All amounts must be paid in full, without set off or deduction.
- (d) You are responsible for and must reimburse us for any transaction, processing, dishonour or charge-back fees issued by a financial institution or payment gateway in the course of making payment.

7.4 Expenses

- (a) You must reimburse us for all reasonable out-of-pocket expenses we or our Representatives incur in the course of providing the Services, including any travel expenses.
- (b) Travel expenses will be outlined in the Proposal and are subject to approval by both parties, unless clause 7.4(c) applies.
- (c) We may charge our costs for unanticipated travel or other reasonable out-of-pocket expenses which arise due to either a change of scope or

understanding of how the Services were to be delivered after acceptance of the Proposal.

- (d) On your reasonable request, we will provide you with documentation to substantiate the amount of the out-of-pocket expenses for which reimbursement is claimed and the reason the expenses were incurred.

7.5 Failure to Pay

If you fail to pay any undisputed amount under this Agreement by the due date for payment, we may (without limiting our other rights) immediately do any or all of the following, without any liability, until all overdue fees are paid:

- (a) charge you interest daily on the overdue amount at a rate of interest per annum equal to the standard contract default rate published by the Queensland Law Society from time to time;
- (b) terminate this Agreement without any obligation to refund you any money in respect of the cancellation, even if the contractual term of this Agreement has not expired;
- (c) initiate proceedings against you to recover the overdue amount (despite any dispute resolution clause in this Agreement); and
- (d) recover all costs to recover overdue amounts, including but not limited to legal costs and outlays on a full indemnity basis.

7.6 GST

- (a) In this clause 7.6, **adjustment note**, **GST**, **tax invoice** and **taxable supply** have the meaning given to them in the GST Law.
- (b) For each taxable supply under or in connection with this Agreement:
 - (i) we will be entitled to charge you for any GST payable by us in respect of the taxable supply;
 - (ii) you must pay us the amount of the GST at the same time as the relevant charge applicable to the supply becomes payable under this Agreement; and
 - (iii) we must provide a valid tax invoice or adjustment note to you in respect of the taxable supply.
- (c) The price of all Services and Products is exclusive of GST unless expressly stated to be inclusive of GST.

7.7 Duties

You are responsible for paying all government charges or duties of any kind incurred in or in connection with this Agreement.

7.8 Our Set-off rights

We may, after demanding payment of any overdue amount in accordance with clause 7.5(d), apply any payment you make against our costs and disbursements in recovering the amount due, any interest accrued, or the amount overdue.

8. Confidentiality

- (a) Each party acknowledges that while performing its obligations under this Agreement, it may receive

Confidential Information which is proprietary and confidential to the other party and any of that party's Representatives.

- (b) Each party agrees to not disclose the other party's Confidential Information, unless that disclosure:
 - (i) is to that party's Representatives or professional advisors who have a need to know such information, provided that such recipients agree to be bound by an obligation of confidentiality which is no less strict than this clause 8; or
 - (ii) is to comply with any law, binding directive of a regulator, court order, or the listing rules of any stock exchange.
- (c) At the request of a party, the other party must return all Confidential Information received and must not retain any copies of, or other reproductions or extracts of, the Confidential Information, except as may be required by law. Any retained material will remain subject to the provisions of this Agreement without any time limit.
- (d) We do not make any representation or warranty, express or implied, as to the accuracy, correctness, or completeness of Confidential Information. To the extent permitted by law, neither we nor any of our Representatives have liability to you resulting from the use of Confidential Information by you or your Representatives.

9. Intellectual Property

9.1 Pre-existing IP

Unless otherwise agreed, each party retains ownership of all Intellectual Property Rights in material owned or created by that party independently of this Agreement (even if incorporated into a Deliverable), and no such Intellectual Property Rights are assigned or transferred by way of this Agreement.

9.2 Customer Materials

- (a) You (or where applicable, any third-party owner) retain ownership of all relevant Intellectual Property Rights in the Customer Materials and such rights are not assigned or transferred to us.
- (b) You grant us and our Representatives an irrevocable, royalty-free, perpetual licence to use, copy, modify and adapt any Intellectual Property Rights in the Customer Materials as is reasonably necessary for us to provide the Services or Deliverables.

9.3 Our IP

- (a) All Intellectual Property Rights in:
 - (i) the Deliverables and any other material we develop under this Agreement; and
 - (ii) any improvements, modifications or enhancements to the Deliverables, and any other material developed by us in the course of providing the Services,

will vest in and are owned by us upon creation, even if based on your new feature request or user feedback.

- (b) subject to you complying in full with the terms of this Agreement, during the Term we grant you a limited non-exclusive, revocable, royalty-free

licence to use our Intellectual Property Rights to the extent that they are incorporated as part of the Services and Deliverables under this Agreement. However, this licence does not include any software or computer code, which must be separately licensed from us.

9.4 Third-party material

We may incorporate third-party materials as necessary to provide the Services or Deliverables. Use of third-party materials may be subject to creative commons or open-source licensing terms, or such third-party licensing terms as we notify to you.

9.5 Publicity Rights

During the Term of this Agreement, you grant us, and our contractors and agents, a non-exclusive, royalty-free licence to:

- (a) use your logo, trade marks and other branding rights to advertise or promote the Services and Products;
- (b) publish general case studies describing your use of the Services and Products in general terms for promotional purposes; and
- (c) display, link to, or promote your business as part of our portfolio.

10. Insurance

Each party must, at its own cost:

- (a) maintain in force for the duration of the Term, all insurances required by law and such other insurances as are reasonably necessary in connection with its performance of this Agreement, with reputable insurers; and
- (b) on reasonable request, provide the other party with certificates of currency or other evidence of such insurances.

11. Liability

11.1 General Limitations on Liability

- (a) You acknowledge and agree that you are acquiring the Services under this Agreement for commercial purposes and not for domestic, personal, or household use.
- (b) If you are a consumer within the meaning of Schedule 2 of the *Competition and Consumer Act 2010* (Cth), there are certain rights and guarantees which cannot by law be excluded (**Non-Excludable Conditions**). Nothing in this Agreement purports to exclude any rights or remedies you may have under the Non-Excludable Conditions.
- (c) Subject to any applicable Non-Excludable Conditions and to the maximum extent permitted by law:
 - (i) we exclude from this Agreement all guarantees, conditions and warranties that might but for this clause be implied into this Agreement; and
 - (ii) each party excludes all liability to the other party for any loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of

repair), loss of opportunity or expectation loss, and any other form of consequential, special, indirect, punitive, or exemplary loss or damages.

- (d) If our liability under this Agreement cannot be lawfully excluded, to the maximum extent permitted by law, our liability for breach of any Non-Excludable Conditions is limited:
 - (i) in the case of services, to (at our option) the supplying of the services again; or the payment of the cost of having the services supplied again; and
 - (ii) in the case of goods, to (at our option) the replacement of the goods or the supply of equivalent goods; the repair of the goods; 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.
- (e) To the extent permitted by law, our (and our Representatives') total liability in respect of any Loss or Claim arising out of or in connection with this Agreement whether under contract, tort, statute or otherwise will not in any circumstances exceed, in the aggregate, an amount equal to the greater of:
 - (i) the amount actually paid to us by our insurer in respect of the event giving rise to the Loss or Claim, under any applicable insurance policy maintained and held by us at the time the relevant liability arises; or
 - (ii) the Fees paid by you to us in the 12 months prior to the relevant Loss or Claim arising; or
 - (iii) \$25,000.
- (f) The exclusions in this clause 11.1 do not apply to liability in relation to:
 - (i) personal injury, including sickness and death;
 - (ii) loss of, or damage to, tangible property;
 - (iii) an infringement of Intellectual Property Rights;
 - (iv) gross negligence, wilful misconduct or fraudulent acts or omissions; or
 - (v) breach of clause 8 (Confidentiality).

11.2 Indemnity

You agree to release, indemnify, defend, and hold harmless us and our Representatives against any Claim arising from or in relation to:

- (a) your failure to follow our recommendations, or industry best practice;
- (b) you or your Representatives making a non-approved change to the relevant software or hardware environment;
- (c) any negligent or unlawful act or omission by you or your Representatives;
- (d) your infringement of any rights of a third party, including their Intellectual Property Rights;

- (e) misuse of the Services, Products or Deliverables by you, your Representatives or anyone else you allow to access them;
- (f) any breach of your warranties under this Agreement;
- (g) any loss or damage to persons or property (including data) caused by the Customer Materials;
- (h) any downtime, interruption, or software failure caused by third parties (including Third-Party Providers) or an Unforeseen Event;
- (i) data loss caused by you, your Representatives, any Third-Party Provider or host, or from nefarious actors, malicious software, or other sources outside of our control;
- (j) us being required under Privacy Law to correct any data, respond to any complaint, or address any other matter raised by a person;
- (k) any fraudulent, misleading, or false information provided by you or your Representatives; and
- (l) any reasonable legal expenses we incur as a result of your breach of this Agreement, including expenses for enforcing payment, on a solicitor and own-client basis,

except to the extent that the Claim arose due to negligence, wilful misconduct, or fraud by us or our Representatives.

11.3 Conditions of indemnity

- (a) We may make a claim under indemnities in this Agreement in relation to a cost before having incurred the cost or before making a payment in relation to the cost.
- (b) The indemnities in this Agreement shall be in addition to any damages for breach of contract to which we may be entitled. Nothing in the indemnities in this Agreement will be construed so as to prevent us from claiming damages in relation to your breach of any term of this Agreement.
- (c) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.

12. Termination

12.1 Rights to terminate

Either party may immediately terminate this Agreement if the other party:

- (a) breaches any material provision of this Agreement and fails to remedy that breach after being given at least 30 days written notice; or
- (b) is insolvent under the definition in the *Corporations Act 2001* (Cth), enters liquidation or provisional liquidation, is under administration or external control, becomes bankrupt, fails to comply with a statutory demand, or is affected by any analogous event.

12.2 Termination does not affect obligation to pay

Termination of this Agreement does not affect your obligation to pay any outstanding amounts or other amounts in relation to the Services.

12.3 Effects of Termination

- (a) On termination or expiry of this Agreement for any reason, you must immediately:
 - (i) pay all of our outstanding invoices whether or not due;
 - (ii) cease all activities related to the Services and Deliverables;
 - (iii) upon request, destroy all documents and other materials (including all copies) in your possession relating to the Services and Deliverables;
 - (iv) subject to any separate written agreement to purchase the hired products, return all Products which you have hired or permit us to collect these Products from you. For this purpose, you grant us and our Representatives a perpetual, irrevocable licence to enter any property owned or occupied by you or your Representatives for the purpose of recovering such Products, and you shall release, indemnify and hold us harmless against any Claim arising from such entry; and
 - (v) do any further things as we may reasonably require to protect our right, title and interest in the Services, Products and Deliverables.
- (b) Except for where this Agreement has been terminated by us under clause 12.1:
 - (i) we will provide you with reasonable transition assistance for a period of up to 30 days following termination or expiry, at our then current standard rates; and
 - (ii) except as required by applicable laws, unless otherwise agreed:
 - (A) we will retain any Customer Materials for 30 days to allow for retrieval and an orderly transition; and
 - (B) after such period, we may permanently delete those Customer Materials and we will have no further obligation to store or provide access to them.

13. No Poaching

- (a) During the Term and for a period of 12 months after its expiry or termination, you must not, without our prior written consent, directly or indirectly:
 - (i) solicit, induce, or encourage any of our employees, officers, or contractors to leave their employment or engagement; or
 - (ii) employ, engage, or otherwise contract with any of our employees, officers, or contractors who was involved in the provision of the Services during the Term.
- (b) This clause does not apply where:
 - (i) the individual responds to a genuine, non-targeted employment advertisement; or

- (ii) we give you our prior written consent.
- (c) If you breach this clause, you must pay to us, as liquidated damages, a sum equal to 50% of the employee's or contractor's annual remuneration package (including superannuation and allowances) as at the date of their cessation of employment or engagement by us.
- (d) The parties acknowledge that:
 - (i) the amount specified in clause 13(c) represents a genuine pre-estimate of our likely loss; and
 - (ii) this remedy is in addition to, and not in substitution for, any other remedies available at law or in equity.

14. Dispute Resolution

- (a) The parties agree to deal with any dispute between them (**dispute**) in accordance with this clause 14 before commencing any court proceedings against the other.
- (b) Representatives of the parties must meet and in good faith attempt to resolve the dispute.
- (c) If the dispute is not resolved within 10 Business Days, either party may refer the matter to mediation with a mediator appointed by agreement or failing such agreement a mediator as appointed by the President of the Queensland Law Society, or their nominee. The parties will share the costs of the mediator equally.
- (d) This clause 14 does not prevent either party from seeking urgent injunctive or similar urgent relief from a court, or us seeking to recover any outstanding amounts you owe us.

15. Unforeseen Events

If a party (the **Affected Party**) is prevented from or delayed in performing any of its obligations under this agreement due to an Unforeseen Event, then:

- (a) the Affected Party as soon as practicable must notify the other party of the occurrence of the Unforeseen Event, including details of its nature, expected duration and the obligations affected;
- (b) the obligations of the Affected Party under this agreement which are affected by the Unforeseen Event (other than an obligation to pay money) will be suspended for the duration of the Unforeseen Event;
- (c) the Affected Party must use its best efforts to mitigate the effects of the Unforeseen Event; and
- (d) if the Unforeseen Event continues for a period of more than 90 days, either party may terminate this agreement by written notice to the other party.

16. Privacy

- (a) Each party must, and must ensure its Representatives collect, use, disclose and otherwise handle Personal Information in accordance with Privacy Law.
- (b) You authorise us to collect, retain, record, use and disclose Personal Information about you and your Representatives, in accordance with Privacy Law, to persons and/or legal entities, including a solicitor or any other professional consultant

engaged by us, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.

- (c) Where applicable, you authorise us to collect, retain, record, use and disclose your Personal Information to the extent required to provide the Services. Without limitation, we may disclose Personal Information to Third-Party Providers for the sole purpose of enabling your use of the Services. All Personal Information will be handled in accordance with our privacy policy.
- (d) If you disclose Personal Information to us, you must ensure that, prior to such disclosure, you have obtained all necessary consents from the relevant individuals and provided them with any required privacy collection notices or other applicable notices.

17. General

17.1 Communications

- (a) All notices and communications must be in writing, and may be sent by mail, hand delivery or by email. However, if communications are sent by means other than email, a copy must also be sent by email.
- (b) Notices must be sent to the address notified by that party, or that party's last known address.
- (c) A communication by email will be taken to have been received by the addressee at the time the email is sent, unless a message is sent to the sender by the intended recipient's server to the effect that the email was not properly received by the intended recipient.
- (d) A communication that is received after 5pm on a Business Day, or on a non-Business Day, shall be deemed to be received at 9am on the next Business Day.
- (e) For the purposes of the *Electronic Transactions Act 1999* (Cth) and the *Electronic Transactions (Queensland) Act 2001* (Qld), the parties agree to send, receive and execute notices and documents electronically, and agree that any document signed electronically will be binding with the same effect as a physical signature.

17.2 Electronic communications and counterparts

- (a) A party may sign this Agreement, any Proposal, and any variations to them, by electronic means where permitted by law. Each other party consents to that party signing by electronic means.
- (b) The parties agree that if any party signs a document under clause 17.2(a), then:
 - (i) an electronic form of that document with that party's electronic signature(s) appearing will constitute an executed counterpart; and
 - (ii) a print-out of that document with that party's electronic signature(s) appearing will also constitute an executed counterpart.

17.3 Entire Agreement

- (a) The parties agree that:

- (i) this Agreement embodies the entire agreement between the parties, and will be the sole terms applicable to the supply of the Services; and
- (ii) any other terms attached to or referenced in an invoice, purchase order or other document issues by the Customer in connection with the Services will have no effect.

17.4 Subcontractors

We may engage subcontractors to deliver the Services.

17.5 Enduring clauses

Termination or expiry of this Agreement will not affect clauses 1, 5, 7, 8, 9, 10, 12.3, 13 to 17 or any other term of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry.

17.6 Severability

Any clause of this Agreement, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

17.7 Amendment

This Agreement and any Proposal may only be amended by agreement between the parties in writing.

17.8 Assignment

Neither party may assign their rights or obligations under this Agreement without the consent of the other party (which will not be unreasonably withheld or delayed).

17.9 No waiver except in writing

No part of this Agreement will be deemed waived, and no breach excused unless such waiver or consent is provided expressly and in writing.

17.10 Giving effect to this document

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

17.11 Reliance

Neither party has entered into any contract under this Agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in this Agreement.

17.12 Relationship between the parties

The relationship of the parties does not form a joint venture, partnership, or agency, or create any form of employment relationship.

17.13 Governing law

The laws of Queensland, Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

Module Terms

Cloud Services Module Terms

1. Application

These Cloud Services Module Terms apply to any supply of Cloud Services we make to you under a Proposal. In the event of any inconsistency between these Cloud Services Module Terms and the rest of the Agreement, these Cloud Services Module Terms prevail to the extent of the inconsistency for the Cloud Services.

2. Definitions

In these Cloud Services Module Terms:

Customer Cloud Data means any Customer Materials that are hosted, stored, processed or backed up within the Cloud Environment as part of the Cloud Services.

Cloud Services means the cloud-based services, including hosting, cloud infrastructure, software-as-a-service, and related services described in the applicable Proposal.

Cloud Environment means the cloud infrastructure, platforms, and systems used by us or a Third-Party Provider to deliver the Cloud Services.

Exit Period means the period of 30 days following termination or expiry of the relevant Cloud Services (or the Agreement, if earlier), or such other period specified in the applicable Proposal.

Service Availability means the percentage of time the Cloud Services are available and operational during a given calendar month, excluding Scheduled Maintenance and other exclusions set out in these Cloud Services Module Terms.

Scheduled Maintenance means planned maintenance of the Cloud Environment, for which we will endeavour to give you at least 48 hours' notice (or such shorter notice as is reasonable where maintenance is required to address security, stability or performance issues).

3. Cloud Services

- (a) We will provide the Cloud Services as described and for the duration set out in the applicable Proposal, subject to the terms of the Agreement and these Module Terms.
- (b) The Cloud Services may be delivered using Third-Party Provider infrastructure. You acknowledge that Service Availability and performance may be affected by the performance of those Third-Party Providers, and we are not liable for outages or degradations to the Cloud Services to the extent caused by a Third-Party Provider outside of our reasonable control

4. Service Availability

- (a) We will use commercially reasonable efforts to achieve a Service Availability target of 99.5% per

calendar month (or such other target specified in the applicable Proposal). The Service Availability target is a target only and the sole and exclusive remedy for failure to meet the Service Availability target is the service credits (if any) specified in the applicable Proposal.

- (b) Service Availability is measured excluding Scheduled Maintenance windows and any outage caused by an Unforeseen Event, your acts or omissions, your equipment, software or network connections, or a Third-Party Provider (including internet service providers and telecommunications providers).
- (c) To the extent permitted by law, failure to meet the Service Availability target does not constitute a breach of this Agreement, but we will use reasonable efforts to restore availability as soon as practicable and provide you with a summary of the incident on request.

5. Data and Security

- (a) All Customer Cloud Data will be stored in data centres located in Australia, unless otherwise agreed in writing or specified in the applicable Proposal.
- (b) We will implement and maintain reasonable technical and organisational security measures appropriate to the nature of the Cloud Services and the data being processed, including measures designed to protect Customer Cloud Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Cloud Data.
- (c) We will notify you as soon as practicable after becoming aware of any data breach affecting your data within the Cloud Environment and will provide reasonable information about the breach as it becomes available, and reasonable assistance to enable you to comply with any applicable breach notification obligations.
- (d) You are responsible for maintaining your own backups of data unless backup services are expressly included in the applicable Proposal. We are not responsible for any loss or corruption of Customer Cloud Data to the extent it results from your failure to maintain such backups or your failure to follow any reasonable instructions we provide regarding use of the Cloud Services.

Licensed Software Module Terms

1. Application

These Licensed Software Module Terms apply to any supply of Licensed Software we make to you under a Proposal, and form part of the Agreement. In the event of any inconsistency between these Licensed Software Module Terms and the rest of the Agreement, these Licensed Software Module Terms prevail to the extent of the inconsistency for the Licensed Software.

2. Definitions

In these Licensed Software Module Terms:

Authorised Users means your Representatives (and any other persons approved by us in writing) who are permitted to access and use the Licensed Software.

Licence means the licence granted to you under these Licensed Software Module Terms.

Licensed Software means any software (including any related modules, features, plug-ins, updates, upgrades, or patches) that we:

- (a) own or control and license to you; or
- (b) supply to you as a reseller or licensing intermediary for a third party,

as described in the applicable Proposal.

Licence Metrics means the licensing basis stated in the applicable Proposal (for example: per user, per device, per tenant, per site, per server, per CPU/core, per mailbox, per subscription, per usage, or such other metric).

Licence Term means the licence term specified in the applicable Proposal, or if not specified, the period during which the applicable Proposal for Licensed Software remains in effect.

Third-Party Licensed Software means Licensed Software owned or licensed by a Third-Party Provider and provided to you via us (including where we facilitate procurement, billing, provisioning, configuration, or support).

3. Licence Grant

Subject to you complying with the Agreement (including payment of all Fees when due), we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Licensed Software during the Licence Term solely:

- (a) for your internal business operations; and
- (b) in accordance with the applicable Proposal, these Licensed Software Module Terms, and any applicable licence terms imposed by a Third-Party Provider.
- (c) The Licence is limited to the Licence Metrics, quantity, edition, environment (for example production vs test), and other usage parameters stated in the applicable Proposal.

4. Provisioning, Delivery and Access

- (a) We may provide access to the Licensed Software by any method described in the applicable Proposal, including by download, remote access,

cloud subscription, tenant provisioning, licence key, or user account creation.

- (b) You acknowledge and agree that:

- (i) we may need to rely on Third-Party Providers (including for provisioning, activation, authentication, and hosting);
- (ii) availability of Third-Party Licensed Software may be affected by the Third-Party Provider; and
- (iii) we are not liable for delays in provisioning or activation to the extent caused by a Third-Party Provider or matters outside of our reasonable control; and
- (iv) to the maximum extent permitted by law and subject to any Non-Excludable Conditions:
 - (A) the Licensed Software is provided “as is” and “as available”; and
 - (B) we do not warrant that the Licensed Software will be uninterrupted, error-free, secure, or meet your requirements

5. Authorised Use and Restrictions

- (a) You must not (and must ensure Authorised Users do not), except to the extent permitted by law which cannot be excluded:
 - (i) copy, reproduce, modify, translate, adapt, decompile, disassemble, reverse engineer, or create derivative works of the Licensed Software;
 - (ii) remove, disable, or circumvent any licence key, access control, audit mechanism, watermark, security measure, or usage limitation;
 - (iii) resell, distribute, rent, lease, time-share, sublicense, provide as a service bureau, or otherwise make the Licensed Software available to any third party (including on a hosted, shared, or managed basis);
 - (iv) use the Licensed Software in a manner that infringes any person's Intellectual Property Rights or otherwise breaches any law;
 - (v) use the Licensed Software to introduce malware, or to compromise or test the security of any system without authority; or
 - (vi) use the Licensed Software other than as expressly permitted by the Agreement and the applicable Proposal.
- (b) You are responsible for all use of the Licensed Software by your Authorised Users and anyone who accesses the Licensed Software using your credentials or environment, whether authorised by you or not (except to the extent caused by our breach of the Agreement).

6. Third-Party Licensed Software and Third-Party Terms

- (a) Where the Licensed Software includes Third-Party Licensed Software:
 - (i) you acknowledge that the Third-Party Provider's terms (including end user licence agreements, acceptable use policies, product terms, and support policies) may apply; and
 - (ii) you must comply with those third-party terms, and you acknowledge that failure to do so may result in suspension, termination, or restriction by the Third-Party Provider.
- (b) To the extent permitted by law, we do not make any warranty or representation regarding Third-Party Licensed Software, including its availability, performance, features, roadmap, or fitness for purpose, except as expressly set out in the Agreement.

7. Support and Maintenance

- (a) Unless expressly stated in the applicable Proposal:
 - (i) we are not obliged to provide support, maintenance, updates, upgrades, patches, or new releases for Licensed Software; and
 - (ii) any support we do provide is Support Services and is chargeable in accordance with the Agreement and the applicable Proposal.
- (b) Where updates, upgrades or patches are provided (whether by us or a Third-Party Provider), you acknowledge that:
 - (i) we may apply them where reasonably required for security, stability or compliance; and
 - (ii) updates may change functionality or interfaces and may require changes to the Customer Environment.

8. Licence Verification and Audit

- (a) We may, on reasonable notice and no more than once in any 12-month period (unless we reasonably suspect non-compliance), verify your compliance with these Licensed Software Module

Terms, including the Licence Metrics and Authorised User counts.

- (b) You must provide reasonable assistance and information (including usage reports available to you) for the purposes of verifying compliance.
 - (i) If verification identifies under-licensing or overuse, then (without limiting our other rights):
 - (ii) you must promptly pay the additional Fees for the shortfall (including backdated amounts to the date the shortfall arose); and
 - (iii) we may require you to promptly purchase additional licences, or reduce usage to comply.

9. Suspension and Termination

- (a) Without limiting any other right under the Agreement, we may suspend or restrict your access to the Licensed Software (including any related services we control) if:
 - (i) you fail to pay any undisputed Fees when due;
 - (ii) you breach these Licensed Software Module Terms or any third-party licence terms; or
 - (iii) continued access creates a security, legal, or operational risk.
- (b) On termination or expiry of the relevant Proposal or Licence Term (or earlier termination under the Agreement):
 - (i) the Licence immediately ends and you must cease using the Licensed Software;
 - (ii) we may disable access, revoke licence keys, or deprovision accounts (including where required by a Third-Party Provider);
 - (iii) unless otherwise stated in the applicable Proposal, you are responsible for exporting your data before the end of the Licence Term; and
 - (iv) you must promptly uninstall or delete any on-premises instances of the Licensed Software in your control (to the extent applicable).

Hardware Module Terms

10. Application

These Hardware Module Terms apply to any supply of Hardware we make to you under a Proposal, and form part of the Agreement. In the event of any inconsistency between these Hardware Module Terms and the rest of the Agreement, these Hardware Module Terms prevail to the extent of the inconsistency for the supply of Hardwares.

11. Definitions

In these Hardware Module Terms:

Hardware means any Products we make available to you under a HaaS arrangement, as described in the applicable Proposal, and includes any replacement or substitute equipment provided under clause 9.

Hardware Fee means the recurring fee payable by you for the provision and use of the Hardware under the HaaS arrangement, as set out in the applicable Proposal.

Hardware Schedule means the schedule attached to the applicable Proposal listing each item of Hardware, its serial number (where applicable), delivery location, and Hardware Fee.

Hardware Term means the minimum term for each item of Hardware as specified in the applicable Proposal (or, if not specified, the Term of the Agreement).

Permitted Use means use of the Hardware solely for your ordinary business operations, at the Site, for the purpose and within the capacity for which the Hardware was designed.

PPS Act means the Personal Property Securities Act 2009 (Cth).

PPSR, Purchase Money Security Interest, Security Agreement and Security Interest have the meaning given in the PPS Act.

Site means the location or locations specified in the applicable Proposal (or as otherwise agreed in writing) where the Hardware is to be used.

12. Nature of HaaS Arrangement

You acknowledge and agree that the HaaS arrangement is a service arrangement under which we provide you with the right to use the Hardware during the Hardware Term in exchange for the Hardware Fee. Title to and ownership of the Hardware remains with us at all times, unless we enter into a separate agreement to transfer ownership.

13. Use of Hardware

- (a) You must ensure the Hardware is only used for the Permitted Use.
- (b) You must not, without our prior written consent:
 - (i) sell, assign, sub-let, lend, pledge, mortgage, charge, or create any form of Security Interest over, or otherwise deal with the Hardware;
 - (ii) alter, modify, tamper with, disassemble, or repair the Hardware, or allow any person other than our authorised Representatives to do so;
 - (iii) deface, remove, vary, or erase any identifying marks, plates, serial numbers,

asset tags, or safety information on the Hardware;

- (iv) remove the Hardware from the Site or allow it to be removed; or
- (v) attach the Hardware to any land or building in a manner that would cause the Hardware to become a fixture.
- (c) You must ensure that the Hardware is only operated by suitably qualified persons and in accordance with the manufacturer's instructions and any reasonable directions given by us.
- (d) You must keep the Hardware in your exclusive possession, separately identifiable from your own property and the property of any third party, and readily identifiable as our property.

14. Care and Maintenance

- (a) You must keep the Hardware in good working condition and repair (fair wear and tear excepted) throughout the Hardware Term.
- (b) We are responsible for all scheduled preventative maintenance and any repairs required to keep the Hardware in proper working order, unless the need for repair arises from your misuse, negligence, or breach of this Agreement, in which case the cost of repair will be at your expense at our then-current rates.
- (c) You must notify us promptly of any fault, malfunction, damage, or loss affecting the Hardware. You must not engage any third party to maintain, service, or repair the Hardware without our prior written consent.

15. Replacement and Refresh

- (a) Where Hardware becomes defective or reaches end-of-life during the Hardware Term through no fault of yours, we will, at our discretion, repair or replace the Hardware at no additional cost to you.
- (b) You acknowledge that during repair or replacement, there may be a temporary period during which the affected Hardware is unavailable. We will use commercially reasonable efforts to minimise any such period and, where practicable, provide substitute equipment.

16. Loss or Damage

- (a) You bear all risk of loss, damage, theft, or destruction of the Hardware from the date of delivery until the Hardware is returned to us.
- (b) If any Hardware is lost, stolen, destroyed, or damaged beyond economic repair during the Hardware Term, you must notify us immediately and, at our option:
 - (i) pay us the then-current replacement cost of the Hardware; or
 - (ii) accept a replacement item of Hardware on terms to be agreed.
- (c) Loss of or damage to the Hardware does not relieve you of your obligation to pay the Hardware Fee for the remainder of the Hardware Term,

except to the extent that the loss was caused by our negligence or wilful misconduct.

17. Fees

You must pay the Hardware Fee in accordance with the payment terms in the applicable Proposal. Unless otherwise specified, the Hardware Fee is invoiced monthly in advance together with any other Fees under the Agreement.

18. Return of Hardware

18.1 General

Subject to clause 18.2:

- (a) On expiry or termination of the HaaS arrangement (or the Agreement), you must, within 14 days (or such other period specified in the applicable Proposal):
 - (i) return the Hardware to our premises (or such other location as we direct) in good working condition, fair wear and tear excepted;
 - (ii) remove all of your data from the Hardware and provide written confirmation of such removal; and
 - (iii) return all accessories, cables, documentation, and other items provided with the Hardware.
- (b) If you fail to return the Hardware within the period specified in clause 18.1(a):
 - (i) the Hardware Fee will continue to accrue on a daily pro-rata basis until the Hardware is returned;
 - (ii) we may, without notice, enter any premises owned or occupied by you or your Representatives for the purpose of

collecting the Hardware, and you grant us and our Representatives a licence to do so. You release, indemnify, and hold us harmless against any Claim arising from such entry; and

- (iii) if the Hardware is not returned within 30 days of the expiry or termination date, we may treat the Hardware as lost and charge you the then-current replacement cost.
- (c) We will inspect the Hardware upon its return. If the Hardware has been damaged beyond fair wear and tear, we may charge you the reasonable cost of repair or, if the Hardware is damaged beyond economic repair, the then-current replacement cost.

18.2 Purchase option

Prior to the expiry of the Hardware Term, we may (but are not obligated to) offer you the option to purchase the Hardware at a price to be agreed. Any such purchase is subject to a separate written agreement.

19. PPS Act

- (a) You acknowledge and agree that we may register a Security Interest on the PPSR in respect of all Hardware provided under these Module Terms, including as a Purchase Money Security Interest.
- (b) You waive your right to receive a copy of any verification statement or financing change statement in respect of any registration on the PPSR, to the extent permitted by the PPS Act.
- (c) To the extent permitted by law, you waive your rights under sections 95, 96, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act.
- (d) You must not register a financing change statement in relation to our Security Interest without our prior written consent.

Managed and Support Services Module Terms

1. Application

These Managed and Support Services Module Terms apply to any supply of Managed Services or Support Services we make to you under a Proposal, and form part of the Agreement. In the event of any inconsistency between these Managed and Support Services Module Terms and the rest of the Agreement, these Managed and Support Services Module Terms prevail to the extent of the inconsistency for the Managed Services and Support Services.

2. Definitions

In these Managed Services Module Terms:

After-hours Support means Support Services provided outside Business Days and outside the hours stated in the applicable Proposal (or, if not stated, outside the hours set out in the Operative Provisions)

Managed Components means the components of your IT environment for which we provide Managed Services, as described in the applicable Proposal.

Managed Services means the ongoing monitoring, maintenance, and management services described in the applicable Proposal, which may include any combination of server management, network management, endpoint detection and response (EDR), patch management, helpdesk services, and reporting.

Monthly Fee means the recurring fee payable for the Managed Services, as set out in the applicable Proposal.

Support Services means the ad hoc or scheduled technical support services described in the applicable Proposal, which may include remote support, on-site support, and emergency support.

Support Rates means the hourly rates (and any loadings) applicable to Support Services, including any After-hours Support, as set out in the applicable Proposal or, if not specified, our then-current standard rates. **Support Ticket** means a request logged through our nominated support channels and recorded in our ticketing system.

Variables means the factors used to calculate the Monthly Fee, including the number of supported devices, users, sites, and types of supported software, as described in the applicable Proposal.

3. Scope of Managed Services

- (a) We will provide the Managed Services for the Managed Components, as described in the applicable Proposal.
- (b) The Managed Services are provided on the basis of the Variables agreed in the applicable Proposal.
- (c) The Managed Services do not include projects, emergency after-hours support (unless included in the Proposal), support for unsupported software or operating systems, or work arising from your breach of clause 5 of the Operative Provisions. These are Out-of-Scope Services.

4. Provision of Support

- (a) We will provide Support Services as described in the applicable Proposal and in accordance with the Service Levels.
- (b) Support Services are available during the hours specified in the applicable Proposal, or if not specified, during the hours specified in clause 4.3 of the Operative Provisions.
- (c) Requests for support must be submitted via the channels nominated by us. We may decline to action support requests submitted through unauthorised channels.
- (d) Support Services do not include:
 - (i) support for unsupported software, operating systems, or hardware that has reached end-of-life;
 - (ii) support for issues caused by unauthorised modifications to your IT environment;
 - (iii) data recovery (unless expressly included in the Proposal);
 - (iv) training or user education (unless expressly included); or
 - (v) any matter that constitutes a project or new deployment.
- (e) Where a support request reveals an issue that is outside the scope of the Support Services, we will notify you and may provide a separate quote for the additional work as an Out-of-Scope Services.

5. Remote and On-Site Support

- (a) We will attempt to resolve issues remotely in the first instance. Where on-site attendance is required, we will coordinate a suitable time with you.
- (b) On-site support may attract additional fees including call-out fees, travel time, and parking, as set out in the applicable Proposal.

6. Monthly Fee review

Notwithstanding clause 7.1(b) of the Operative Provisions:

- (a) where we provide you with Managed and Support Services for a fixed Monthly Fee under a Proposal, we may review the Monthly Fee (on a quarterly basis or every 6 months, in our sole discretion) against the time recorded in our ticketing system for those Services; and
- (b) if that review shows that the time recorded for those Services materially exceeds the level reasonably contemplated when the Proposal was agreed, we may propose an adjustment to the Monthly Fee and/or other applicable Fees. Any adjustment must be agreed in writing as a variation to the relevant Proposal and applies prospectively from the agreed effective date.

Professional Services Module Terms

1. Application

These Professional Services Module Terms apply where **"Professional Services"**, **"IT Professional Services"**, or similar services are selected in the applicable Proposal or Statement of Work, and form part of the Agreement.

2. Definitions

In these Professional Services Module Terms:

Dependencies means any information, access, approvals, materials, decisions, personnel availability, systems availability, or third-party inputs required from you or any third party for us to perform the Professional Services.

Professional Services means the consulting, advisory, design, architecture, project management, implementation, migration, deployment, remediation, assessment, training, documentation, or other professional or technical services described in the applicable Proposal.

Project Assumptions means the assumptions, exclusions, prerequisites, dependencies, responsibilities, acceptance criteria, and scope boundaries stated in the applicable Proposal.

Project Change means any change to the scope, sequencing, assumptions, deliverables, responsibilities, dependencies, or timeframes for the Professional Services.

3. Supply of Professional Services

- (a) We will provide the Professional Services described in the applicable Proposal, subject to the Agreement and these Professional Services Module Terms.
- (b) The Professional Services may be performed remotely, on-site, or using a hybrid delivery model, as determined by the applicable Proposal or, if not specified, as reasonably determined by us.
- (c) You acknowledge and agree that:
 - (i) Professional Services are provided on the basis of the information available at the time of the applicable Proposal;
 - (ii) our recommendations, designs, plans, estimates, and implementation approaches may depend on assumptions and information supplied by you or third parties;
 - (iii) unless expressly stated in the applicable Proposal, Professional Services do not include operational support, aftercare, managed services, hardware supply, software licensing, data cleansing, end-user training, change management, or post-implementation optimisation; and
 - (iv) any service not expressly included in the applicable Proposal is an Out-of-Scope Service.

4. Customer Dependencies

You must, at your cost, satisfy all Dependencies in a timely manner, including by:

- (a) making suitably qualified personnel available;
- (b) providing complete and accurate information, instructions, and approvals;
- (c) providing access to premises, systems, networks, credentials, and third-party vendors as reasonably required;
- (d) making timely decisions and approvals; and
- (e) ensuring the Customer Environment is ready for the Professional Services..

5. Project assumptions and change control

- (a) The Professional Services are provided subject to any Project Assumptions set out in the Proposal.
- (b) If:
 - (i) any Project Assumption proves to be incorrect or incomplete;
 - (ii) you request any Project Change;
 - (iii) a third party causes delay or additional work;
 - (iv) there is hidden complexity, legacy system incompatibility, undocumented infrastructure, or data quality issues; or
 - (v) additional work is reasonably required to complete the intended outcome,

then we may issue a variation proposal adjusting the Fees, delivery dates, resource allocation, sequencing, or Deliverables.

- (c) Until a variation is agreed, we may suspend the affected Professional Services or continue performing them on a time and materials basis at our then-current rates.

6. Timeframes and rescheduling

- (a) Any implementation plan, milestone date, target completion date, or estimated effort stated in a Proposal is an estimate only unless expressly stated to be binding.
- (b) If any delay is caused by you, your Representatives, a third party, or a matter outside our reasonable control, we may:
 - (i) extend time for performance;
 - (ii) reprioritise resources;
 - (iii) reschedule on-site work;
 - (iv) charge stand-down, remobilisation, cancellation, or rescheduling fees on reasonable notice; and
 - (v) invoice for work performed and costs incurred up to the date of delay or suspension.

7. Time and materials / fixed fee basis

- (a) Unless the applicable Proposal expressly states that the Professional Services are fixed fee, the Professional Services are supplied on a time and materials basis.

- (b) Where Professional Services are provided on a fixed-fee basis:
 - (i) the fixed fee is based on the Project Assumptions and the specific scope stated in the Proposal;
 - (ii) any work outside that scope is chargeable additionally on a time and materials basis or under an agreed variation; and
 - (iii) any delay or inefficiency caused by you, your systems, or third parties may result in additional charges.

8. Acceptance of deliverables

Where the applicable Proposal includes Deliverables subject to acceptance:

- (a) you must review and test the relevant Deliverable promptly and in any event within 10 Business Days after delivery, unless a different period is stated in the applicable Proposal;
- (b) you may reject the Deliverable only if it materially fails to conform to the agreed acceptance criteria;
- (c) any rejection notice must be in writing and specify the material non-conformities in reasonable detail;
- (d) if you validly reject a Deliverable, we will use reasonable efforts to correct the relevant non-conformity and resubmit the Deliverable; and
- (e) the Deliverable will be deemed accepted if you do not reject it within the applicable period, or if you use it in production, derive material benefit from it, or direct us to proceed to the next project stage.

9. Third-party products and interoperability

- (a) Professional Services may involve recommendations or implementation steps relating to Third-Party Services, third-party software, cloud platforms, internet services, and third-party hardware.
- (b) Unless expressly stated otherwise, we do not warrant the performance, interoperability, continued availability, security, or suitability of any Third-Party Services, and we are not responsible for defects, outages, licensing restrictions, roadmap changes, or support limitations relating to them.

10. Customer systems and data

Unless expressly stated otherwise in the applicable Proposal:

- (a) you are responsible for:
 - (i) backing up your systems, data, configurations, and environments before any Professional Services are performed;
 - (ii) validating outputs and confirming production readiness before go-live;
 - (iii) obtaining all necessary licences, consents, and third-party approvals; and
 - (iv) managing business continuity, disaster recovery, and rollback planning unless expressly included in the applicable Proposal; and
- (b) we are not responsible for data migration accuracy, data cleansing, data integrity issues in source systems, or restoration of corrupted or incomplete source data.

11. Suspension

- (a) We may suspend the Professional Services on written notice if:
 - (i) you fail to meet a Dependency;
 - (ii) a health, safety, security, or technical risk arises;
 - (iii) an invoice is overdue; or
 - (iv) continued performance would be inefficient, unlawful, or materially prejudicial to us due to an act or omission by you or a third party under your control.
- (b) Any suspension under this clause does not limit your obligation to pay amounts properly due for work performed and costs incurred.

12. Termination of Professional Services

Without limiting the Agreement, if a Proposal for Professional Services is terminated or expires:

- (a) you must pay for all Professional Services performed, resources committed, non-cancellable third-party costs, and reasonable demobilisation costs incurred up to the effective date of termination;
- (b) any prepaid amounts are non-refundable except to the extent otherwise expressly stated in the applicable Proposal or required by law; and
- (c) transition, handover, or assistance following termination is Out-of-Scope Services unless expressly included.

Internet Services Module Terms

1. Application

These Internet Services Module Terms apply to any supply of Internet Services we make to you under an applicable Proposal, and form part of the Agreement.

2. Definitions

In these Internet Services Module Terms:

Access Service means the underlying carriage, access, tail, last-mile, or wholesale network service used to supply the Internet Services, including any NBN, fibre, ethernet, DSL, fixed wireless, mobile data, or other connectivity service.

Carrier means any third-party telecommunications carrier, wholesaler, network operator, internet service provider, or access provider used by us to supply the Internet Services.

Internet Services means the internet access, data connectivity, WAN, SD-WAN underlay, private network connectivity, NBN, fibre, ethernet, wireless, or related connectivity services described in the applicable Proposal.

Service Commencement Date means the date on which the relevant Internet Services are activated, made available for use, or otherwise ready for delivery to you, as determined by us acting reasonably.

Service Qualification means any desktop assessment, pre-order check, line test, site check, infrastructure assessment, or similar process undertaken to determine whether Internet Services are available at a location and on what terms.

Service Term means the minimum service period for the relevant Internet Services specified in the applicable Proposal, commencing on the Service Commencement Date.

Site means each location at which the Internet Services are to be supplied, as specified in the applicable Proposal.

3. Supply of Internet Services

3.1 General

- (a) We will provide the Internet Services described in the applicable Proposal, subject to the Agreement and these Internet Services Module Terms.
- (b) The Internet Services may be supplied using our systems, Carrier networks, Third-Party Services, and one or more Access Services. You acknowledge that the availability, provisioning, performance, routing, latency, throughput, and continuity of the Internet Services may depend on matters outside our reasonable control, including Carrier performance, infrastructure availability, the Customer Environment, power supply, radio conditions, network congestion, and conditions at the Site.

3.2 Service qualification and availability

- (a) Any proposal, quotation, pricing, speed estimate, serviceability result, installation timeframe, or technical solution for Internet Services is subject to Service Qualification.

- (b) A Service Qualification result is indicative only and may be withdrawn or revised if:

- (i) the Carrier or upstream provider changes its serviceability result, design, build requirement, or delivery method;
- (ii) additional civil works, remediation, cabling, power, hardware, access works, or third-party approvals are required;
- (iii) the actual Site conditions differ from available records or assumptions; or
- (iv) a required Access Service is not available on the originally quoted terms.

- (c) If a Service Qualification result changes after acceptance of a Proposal, we may propose revised Fees, delivery dates, technical parameters, or scope. If you do not accept the revision, either party may cancel the affected Internet Services without further liability, except that you must pay for work performed and third-party costs incurred up to cancellation.

3.3 Provisioning and installation

You must provide, at your cost, all access, information, consents, authorities, facilities, and cooperation reasonably required to provision the Internet Services, including:

- (a) safe and timely access to each Site;
- (b) access to building managers, landlords, and communications rooms;
- (c) suitable space, power, cooling, cabling pathways, rack space, and environment for any required equipment;
- (d) all internal cabling, lead-ins, network extensions, LAN readiness, and Customer Environment preparation not expressly included in the applicable Proposal; and
- (e) any permits, landlord consents, or third-party approvals required at the Site.

3.4 Speeds, performance and contention

- (a) Any reference to bandwidth, line speed, port speed, committed data rate, throughput, latency, jitter, packet loss, or similar performance metric in a Proposal is subject to the nature of the relevant Access Service and any applicable Carrier design parameters.
- (b) Unless expressly stated otherwise:
 - (i) quoted speeds are maximum theoretical or headline speeds only and are not guaranteed;
 - (ii) actual performance may vary due to contention, distance, Carrier network design, upstream congestion, signal quality, customer equipment, Wi-Fi conditions, firewall configuration, application performance, and other factors outside our reasonable control;
 - (iii) wireless and mobile data services are particularly susceptible to environmental

factors, obstructions, interference, cell loading, and coverage variability; and

- (iv) (d) we do not warrant that the Internet Services will achieve any minimum throughput, latency, or application performance outcome.

4. Carrier and third-party dependency

- (a) You acknowledge and agree that Internet Services may be dependent on one or more Carriers and Third-Party Providers, and that those providers may impose service limitations, maintenance windows, technical rules, fair use requirements, and supply constraints.
- (b) We are not liable for any delay, outage, degradation, unavailability, or failure of the Internet Services to the extent caused by a Carrier, Third-Party Provider, Access Service failure, upstream outage, infrastructure constraint, or other matter outside our reasonable control.

5. Customer equipment and environment

- (a) Unless expressly stated otherwise in the applicable Proposal:
 - (i) you are responsible for ensuring the Customer Environment is suitable for the Internet Services and for any applications you intend to run over them; and
 - (ii) where we supply equipment for use with the Internet Services, title, risk, maintenance obligations, and return obligations will be governed by the Agreement, the applicable Proposal, and any Hardware module terms that apply.

6. Planned and emergency works

We may perform maintenance, upgrades, reconfiguration, migration, or emergency works affecting the Internet Services. Where practicable, we will endeavour to provide prior notice, but we may act without notice where reasonably required to protect the network, comply with law, or respond to operational issues.

7. Acceptable use and network protection

- (a) You must not, and must ensure your Representatives do not, use the Internet Services:
 - (i) in breach of any law or regulatory requirement;
 - (ii) to infringe any intellectual property, privacy, confidentiality, or other rights;

- (iii) to send spam, malware, phishing communications, or other harmful, deceptive, or unlawful traffic;

- (iv) to interfere with, probe, test, disrupt, or compromise any network, system, Carrier environment, or security control without proper authority; or

- (v) in a manner that causes excessive, abnormal, or unreasonable network demand inconsistent with the applicable Proposal or any fair use threshold notified by us.

- (b) We may rate-limit, filter, suspend, or restrict all or part of the Internet Services immediately if we reasonably believe this clause has been breached, or if such action is required to protect our systems, a Carrier network, or any other customer, or to comply with law or a Carrier requirement.

8. Suspension

Without limiting any other right under the Agreement, we may suspend, restrict, disconnect, or reconfigure all or part of the Internet Services immediately if:

- (a) a Carrier suspends, withdraws, or changes an upstream service or Access Service;
- (b) there is fraud, a security risk, network abuse, or suspected unlawful activity;
- (c) you fail to pay any amount when due;
- (d) you breach these Internet Services Module Terms or any Carrier requirement; or
- (e) continued supply is unlawful, technically impracticable, unsafe, or commercially unviable.

9. Termination and transition

On termination or expiry of the Internet Services:

- (a) your right to use the Internet Services immediately ceases, subject to any agreed transition period;
- (b) we may disconnect the relevant service and recover any equipment or materials belonging to us or a third party;
- (c) any transition, migration, carrier coordination, circuit handover, configuration export, or exit assistance is an Out-of-Scope Service unless expressly included in the applicable Proposal; and
- (d) we are not required to maintain active service, reserve capacity, or preserve configurations beyond any agreed transition period.

Voice Services Module Terms

1. Application

These Voice Services Module Terms apply to any supply of Voice Services we make to you under an applicable Proposal, and form part of the Agreement.

2. Definitions

In these Voice Services Module Terms:

Calling Plan means any call inclusions, call rates, usage allowances, destination categories, excess usage charges, and billing rules specified in the applicable Proposal or as otherwise notified by us from time to time.

Carrier means any third-party telecommunications carrier, wholesaler, network operator, or service provider used by us to supply the Voice Services.

Emergency Services means emergency call services, including calls to 000 or any replacement emergency number.

IPND means the Integrated Public Number Database established under section 295A of the *Telecommunications Act 1997 (Cth)*, or any replacement or successor database used for substantially similar purposes.

Number means any telephone number, DID, extension number, mobile number, virtual number, ported number, or other numbering allocation used in connection with the Voice Services.

Service Availability means the percentage of time the Cloud Services are available and operational during a given calendar month, excluding Scheduled Maintenance and other exclusions set out in these Voice Services Module Terms.

Scheduled Maintenance means planned maintenance in connection with the Voice Services, for which we will endeavour to give you at least 48 hours' notice (or such shorter notice as is reasonable where maintenance is required to address security, stability or performance issues).

Voice Equipment means any handset, PBX, hosted PBX instance, softphone, SBC, router, ATA, SIM, cabling, or other equipment used to access or receive the Voice Services.

Voice Services means the voice, telephony, hosted PBX, SIP trunking, messaging, call routing, call recording, unified communications, contact centre, mobile, or related telecommunications services described in the applicable Proposal.

3. Supply of Voice Services

3.1 General

- (a) We will provide the Voice Services described in the applicable Proposal, subject to the Agreement and these Voice Services Module Terms.
- (b) The Voice Services may be supplied using our systems, Carrier networks, and Third-Party Services. You acknowledge that the availability, quality, routing, latency, and continuity of Voice Services may depend on matters outside our reasonable control, including Carrier performance, internet connectivity, power supply, the Customer Environment, and third-party hardware or software.

- (c) To the maximum extent permitted by law, we do not warrant that the Voice Services will be continuous, fault-free, secure, or available for use at all times, or that any call will be successfully connected, routed, recorded, or completed.

3.2 Service dependencies

- (a) You acknowledge and agree that the proper operation of the Voice Services depends on:
 - (i) stable internet connectivity and sufficient bandwidth;
 - (ii) compatible local area network, firewall, switching, and power infrastructure;
 - (iii) correct configuration of the Customer Environment and Voice Equipment;
 - (iv) the availability and performance of any Carrier and Third-Party Provider; and
 - (v) where applicable, mains power and any backup power solution maintained by you.
- (b) Unless expressly stated in the applicable Proposal, we do not warrant that the Voice Services will operate without degradation or interruption where these dependencies are not satisfied.

3.3 Emergency calling and service limitations

- (a) You acknowledge and agree that:
 - (i) Voice Services that use internet protocol, hosted platforms, mobile networks, or cloud infrastructure may not operate during a power outage, internet outage, Carrier outage, or failure of the Customer Environment;
 - (ii) Emergency Services access may be unavailable, delayed, limited, or inaccurate in some circumstances, including where location data is not current, a service is suspended, the internet connection fails, or a handset or softphone is used away from the nominated service address;
 - (iii) you are responsible for:
 - (A) informing your personnel and end users of these limitations; and
 - (B) providing us with all information we reasonably require to provide to the IPND, and ensuring that information is correct and accurate.
 - (iv) you must maintain alternative means of contacting Emergency Services where reasonably required for your operations.
- (b) You must maintain all notifications, consents and disclosures required by applicable law, industry codes and regulatory requirements in connection with your use of the Voice Services (including, to the extent applicable, the *Telecommunications Act 1997 (Cth)* and any applicable ACMA requirements or codes.
- (c) To the maximum extent permitted by law, we are not liable for any inability to make or receive calls

to Emergency Services, or for any delay, failure, or inaccuracy in connection with Emergency Services, except to the extent caused by our negligence or wilful misconduct and not otherwise excluded under the Agreement.

- (d) We will use commercially reasonable efforts to achieve a Service Availability target of 99.5% per calendar month (or such other target specified in the applicable Proposal). The Service Availability target is a target only and the sole and exclusive remedy for failure to meet the Service Availability target is the service credits (if any) specified in the applicable Proposal.
- (e) Service Availability is measured excluding Scheduled Maintenance windows and any outage caused by an Unforeseen Event, your acts or omissions, your equipment, software or network connections, or a Third-Party Provider (including internet service providers and telecommunications providers).
- (f) To the extent permitted by law, failure to meet the Service Availability target does not constitute a breach of this Agreement, but we will use reasonable efforts to restore availability as soon as practicable and provide you with a summary of the incident on request.

3.4 Numbers and porting

- (a) Any Number allocated for use with the Voice Services does not become your property.
- (b) Where agreed, we will use reasonable efforts to port Numbers to or from another provider, but we do not warrant that any porting request will be accepted, completed by a particular date, or completed without interruption.
- (c) You must provide all information and authorisations reasonably required for number porting, and you warrant that all such information is complete and accurate.
- (d) We are not liable for loss, interruption, delay, misrouting, or failed porting of any Number to the extent caused by a Carrier, former provider, gaining provider, inaccurate information supplied by you, or any other matter outside our reasonable control.
- (e) If the Agreement or relevant Voice Services end, we may release or reallocate any Number if:
 - (i) you do not submit a valid port-out request before the cessation date; or
 - (ii) the Number must be returned to the relevant Carrier or numbering administrator.

4. Equipment and configuration

- (a) Unless otherwise stated in the applicable Proposal:
 - (i) you are responsible for the procurement, installation, suitability, and ongoing operation of all Voice Equipment and Customer Environment components used by you to access the Voice Services; and
 - (ii) any on-premises configuration, structured cabling, LAN remediation, firewall tuning,

power redundancy, or QoS implementation is Out-of-Scope Services.

- (b) Where we supply Voice Equipment, title, risk, maintenance obligations, and return obligations will be governed by the Agreement, the applicable Proposal, and any Hardware module terms that apply.

5. Acceptable use and prohibited activity

- (a) You must not, and must ensure your Representatives do not:
 - (i) use the Voice Services to transmit unsolicited communications, spam, fraudulent, misleading, offensive, unlawful, or harassing communications;
 - (ii) use the Voice Services in a way that breaches any law, industry code, regulatory direction, or Carrier requirement;
 - (iii) interfere with, test, probe, or compromise the security or capacity of the Voice Services or any underlying network;
 - (iv) resell, white-label, or provide the Voice Services to any third party unless expressly authorised in writing by us; or
 - (v) use the Voice Services in a manner that causes excessive usage, congestion, or abnormal operational risk inconsistent with the applicable Proposal or Calling Plan.
- (b) We may suspend or restrict the Voice Services immediately if we reasonably believe this clause has been breached, or if suspension is required to protect our systems, comply with law, or comply with a Carrier requirement.

6. Call charges and usage billing

- (a) Fees for Voice Services may include recurring charges, usage-based charges, once-off setup charges, porting charges, hardware charges, Carrier pass-through charges, regulatory charges, and charges for add-on or excess usage.
- (b) Unless expressly stated otherwise:
 - (i) call usage is billed by reference to our records or the records of the relevant Carrier, which will be prima facie evidence of usage;
 - (ii) call inclusions and rates are subject to the applicable Calling Plan;
 - (iii) calls to premium, international, special, directory, satellite, or non-standard destinations may be excluded from any bundled allowance and charged separately; and
 - (iv) we may pass through increases in Carrier charges, government charges, numbering charges, or interconnection charges by written notice to you.
- (c) You remain liable for all usage charges incurred through your account, services, devices, credentials, or Numbers, whether authorised by you or not, unless caused by our breach of the Agreement.

7. Fraud, tolling abuse, and security

- (a) You are responsible for maintaining the security of all credentials, devices, call routing rules, voicemail access, PBX administration, and other access methods used in connection with the Voice Services.
- (b) You must notify us immediately if you suspect fraud, hacking, tolling abuse, account compromise, SIM swap, unauthorised call forwarding, or unauthorised access.
- (c) We may, but are not obliged to, apply call barring, usage thresholds, fraud monitoring, suspensions, or other protective measures. These measures do not limit your responsibility for fraudulent or unauthorised usage arising through your systems, devices, credentials, or environment, except to the extent directly caused by our negligence or wilful misconduct.

8. Regulatory and carrier compliance

- (a) You must comply with all laws, industry standards, and regulatory obligations applicable to your use of the Voice Services, including any rules relating to call recording, privacy, spam, surveillance devices, direct marketing, and telecommunications usage.
- (b) Where any consent is required for call recording, monitoring, message retention, or disclosure, you are solely responsible for obtaining and maintaining that consent.

9. Suspension and withdrawal

- (a) Without limiting any other right under the Agreement, we may suspend, restrict, withdraw, or reconfigure all or part of the Voice Services immediately if:
 - (i) a Carrier suspends, withdraws, or changes an upstream service;
 - (ii) we identify fraud, suspected fraud, unusual traffic, or a security risk;
 - (iii) you fail to pay any amount when due;

- (iv) you breach these Voice Services Module Terms or any Carrier requirement; or
 - (v) continued supply is unlawful, technically impracticable, or commercially unviable.
- (b) We will use reasonable efforts to give notice where practicable.

10. Data, records and call recordings

If the Voice Services include voicemail, messaging archives, call logs, recordings, or similar records:

- (a) retention periods, storage locations, extraction formats, and recovery options will be as specified in the applicable Proposal or, if not specified, as determined by us from time to time;
- (b) we may delete such records in the ordinary course of system administration, after termination, or in accordance with our retention practices; and
- (c) you are responsible for ensuring any required exports, backups, or preservation steps are completed before termination or deletion.

11. Termination and transition

On termination or expiry of the Voice Services:

- (a) your right to use the Voice Services and any associated platform, configuration, Number allocation, and credentials immediately ceases, subject to any agreed transition period;
- (b) we may disconnect the relevant services;
- (c) any port-out, data export, configuration handover, or transition assistance is Out-of-Scope Services unless expressly included in the applicable Proposal; and
- (d) we are not required to maintain active service, reserve Numbers, or preserve configurations beyond any agreed transition period.