

Robotics as a Service (RaaS) TERMS OF USE & Service Level Agreement (SLA)

BACKGROUND

You wish to enter a subscription for use of the System on the terms and conditions (**Terms**) contained in this Agreement (**Agreement**).

OPERATIVE PART

1. Acceptance

1.1 These terms and conditions (**Terms**):

- (a) are between us and you, together the **Parties** and each a **Party**;
- (b) set out the terms and conditions upon which we agree to grant you a right to use the System; and
- (c) are binding on you on and from the date on which you accept these Terms (**Effective Date**) until the date on which your Account and these Terms are terminated in accordance with these Terms (**Term**).

1.2 The Effective Date occurs on the earlier of you:

- (a) clicking an “*I accept*”, “*Sign up*” or similar button or check box referencing these Terms; or
- (b) accessing or using the System.

1.3 If you create an Account and are agreeing to these Terms on behalf of a company, your employer, an organisation, government or other legal entity (**Entity**), then “**you**” means the Entity and you are binding that Entity to these Terms. If you are accepting these Terms on behalf of an Entity, you as an individual represent and warrant that you are authorised by the Entity to do so.

1.4 Upon the Effective Date and subject to delivery, we authorise you and your Authorised Users to access and use the System in accordance with the terms of this Agreement.

2. Term

2.1 This Agreement commences on the Effective Date and subject to earlier termination in accordance with this Agreement, continues in force for a period of twelve (12) months (the “**Initial Term**”) unless otherwise specified in the Schedule which if different will prevail over the Initial Term in this clause.

2.2 At a time between ninety (90) and thirty (30) days from the end of the Initial Term, or any term thereafter, we will provide you with notice that the relevant term is soon to lapse and that your subscription will automatically renew unless you provide us with notice that you do not wish to renew the Agreement.

2.3 On expiry of the Initial Term of this Agreement, or any term thereafter, this Agreement will automatically renew for successive periods equal in length to the Initial Term, unless either party gives written notice of its intention not to renew at least thirty (30) days before the end of the then-current term.

2.4 Any renewal or variation of the System or any component will be subject to the Terms of this Agreement.

3. System

3.1 In consideration of payment of the Fees (as set out in the Schedule), we will provide the System in accordance with these Terms, whether ourselves or through our Personnel.

3.2 We will use reasonable endeavours to make the System available at all times, except for any scheduled downtime, emergency downtime, or any unavailability caused by any Force Majeure Event or denial of service attacks.

3.3 During the Term, we will use reasonable endeavours to employ technical and physical security measures and practices for any component of the System on which Client Data is stored or processed so as to preserve the security and integrity of, and prevent unauthorised access to unlawful disclosure, or accidental loss, destruction or damage of Client Data.

3.4 You agree that we may amend the System (including any features) or the Fees at any time. Where we consider any such amendment to be fundamental or critical to the Services provided to you, we will provide written notice to you. If you do not agree to any such amendment made to the System or the Fees, you may terminate these Terms in accordance with these Terms.

3.5 You agree that we may use subcontractors to provide any part of the System. However, we agree to remain responsible to you for the performance of all work in accordance with this Agreement notwithstanding the engagement of a subcontractor.

3.6 We represent and warrant that the Services provided to you shall be performed in a timely, good and competent manner in accordance with the highest industry standards and practices applicable to the performance of such Services and will conform to written requirements as set forth herein.

4. Tailored Services

4.1 If available, you may request a bespoke solution or changes to the scope, functionality or nature of any System provided to you, or the elements used to provide the System to you, via a written request provided to us.

4.2 Following notification, at our discretion, we may provide you with written notice setting out:

(a) the proposed solution, or the changes required to the System the development services required in respect of such changes (**Development Services**); and

(b) the fees required for us to undertake such Development Services (**Development Fee**).

4.3 If you agree to the proposed solution or changes, the Development Services and the Development Fees then, subject to the Parties agreeing in writing and subject to this Agreement, we will provide the Development Services to you in consideration for payment of the Development Fee.

5. Your Account & the Application

5.1 You must create an Account, in order for you and your Authorised Users to access and use the Services.

5.2 Your Account will allow you access to our online interface ("**the Application**").

5.3 You must ensure that any information you provide to us, or we request from you, for your Account, is complete and accurate and you are authorised to provide this information to us.

5.4 You are the Account owner and regardless of any change in any contact details, you will remain responsible for your Account, as set out in these Terms.

5.5 If you wish to change the Account owner, you must provide us with a written request to transfer the ownership of the Account to the incoming party, which must also include the incoming party's written consent to take over full responsibility for the Account, in a form acceptable to us.

5.6 It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including activity by Authorised Users and for ensuring that any activities on your Account comply with these Terms.

5.7 We are not responsible for the management or administration of your Account or your Authorised Users.

5.8 Any use of the Application is subject to policies and terms of use that we may

establish from time to time and made available in the Application.

- 5.9 You must promptly notify us of any known or reasonably suspected unauthorised access to your Account, login credentials, or any other actual or potential breach of security of which you have knowledge of involving your Account, the Application or this Agreement.

6. Licence and restrictions on use

- 6.1 Subject to the payment of any applicable Fees and your Authorised Users' compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable (except as otherwise permitted under these Terms), personal and revocable licence to access and use the System for the Term, subject to these Terms (**Licence**).

- 6.2 Your access or use of the System under the Licence will be subject to any usage limits specified in this Agreement or the Schedule.

- 6.3 You agree that the Licence permits you to access and use the Services in accordance with the number of Authorised Users, as set out in your Schedule (if applicable).

- 6.4 You must not (and must ensure your Authorised Users do not) access or use the Services in any of the following ways:

- (a) in anyway which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property Rights;
- (b) to develop, transmit, publish or communicate material that is illegal, defamatory, offensive, abusive, indecent, menacing or unwanted;
- (c) to use the System in any way that damages, interferes with or interrupts the supply of the Services;
- (d) to introduce malicious programs into our hardware and software or systems,

including viruses, ransomware, malware, trojan horses and e-mail bombs;

- (e) to reveal or allow others access to your Account's password or authentication details or allow others to use your Account or authentication details (other than Authorised Users);
- (f) to carryout security breaches or disruptions of a network, including accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (g) to use any program / script / command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the System;
- (h) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the System in breach of any person's privacy (such as by way of identity theft or "phishing"); or
- (i) to circumvent user authentication or security of any of our Services, networks, accounts or hosts or those of our other users.

- 6.5 You grant us a licence to use your Intellectual Property for the sole purposes of providing the System and Services and otherwise performing our obligations and exercising our rights under this Agreement.

- 6.7 The licence you grant to us is worldwide; non-exclusive; non-transferrable except in the case of permitted assignment or novation of this Agreement; sublicensable but only for the purposes of engaging any sub-contractor to provide the System or part thereof; and fee-free.

7. Third Party Inputs

7.1 You agree that the provision of the Services may be contingent on, or impacted by, Third Party Inputs.

7.2 You agree that the Services may include Third Party Inputs that may interface, or interoperate with, the Services, including third party software, applications, services, code, APIs, connections and integrations.

7.3 To the extent that you choose to use such Third Party Inputs, you are responsible for the applicable Third Party Input, including third party software and services including but not limited its purchase, signing up to or setting up an account, use, terms and conditions, its requirements of; and any licensing obligations.

7.4 We are not liable to you in any way for any Third Party Input. We do not make any warranty or representation in respect of the Third Party Inputs.

7.5 You agree that the benefit of the Third Party Input's interface, or interoperation with, the Services, is subject to your compliance with its terms.

7.6 You acknowledge and agree that accessing or using Third Party Inputs may require you to pay additional fees for the access or use of that Third Party Inputs ("**Third Party Input Payments**"). If Third Party Input Payments are required, you are solely responsible for all such payments and will indemnify us for any Liability relating to Third Party Input Payments. If we charge you those Third Party Input Payments, you shall pay us (and not the third party) the Third Party Input Payments on demand. Otherwise, you must promptly pay the Third Party Input Payments directly to the third party providing the relevant Third Party Input.

8. Hosting Services

8.1 We may use third-party hosting services to host Data including the Client Data.

8.2 We will use commercially reasonable efforts to ensure that any third-party hosting services used will provide at least

the same level of data protection and security as our own hosting services.

8.3 We will make best endeavours to ensure that the third-party hosting services comply with all applicable laws and regulations regarding data protection and security.

8.4 You agree to indemnify and hold us harmless from any claims, damages, or Liabilities arising out of or related to your use of third-party hosting services.

8.5 We will notify you of any changes to the third-party hosting services used to host the Client Data.

9. Hardware

9.1 Where we agree to lease Hardware to you, in consideration of your payment of the Fees, we will provide to you the Hardware as set out in the Schedule.

9.2 We own the Hardware and you take the Hardware as bailee only.

9.3 During the Term for any leased Hardware, to the maximum extent permitted by law, you acknowledge and agree to the following:

(a) ensure that you have any necessary permissions or consents to install and use the Hardware (including any lessor consent);

(b) to the fullest extent possible to not allow anyone to interfere or otherwise tamper with the functioning of the Hardware;

(c) protect and maintain the Hardware and keep it in good order and condition;

(d) ensure that only trained Authorised Users use the Hardware;

(e) that you are responsible for any loss, cost, theft, damage, vandalism or destruction of or to the Hardware;

(f) that no such loss, cost, theft, damage or destruction of or to the Hardware will impair or frustrate any of your obligations under this Agreement (including, without limitation, payment of the Fees); and

- (g) we may take such steps as may be necessary or desirable in order to protect or enforce our rights under the *Delivery & Installation* clause (including giving us and our agents the right to enter the Site and /or your premises) and you agree to sign such documents and do such things as we may reasonably require in such regard.
- 9.4 Unless otherwise advised by us, you are not permitted to otherwise conduct any support, maintenance and/or otherwise tamper with the Hardware or permit any third party not authorised by us to do so without our express written permission or instruction. We have no obligation to provide any Services for, and provide no warranties in respect to, the Hardware, or any part of the Hardware, which has been provided by or modified by a person other than us.
- 9.5 In respect of the Hardware, you must:
- (a) separately store the Hardware at the Site in a location prepared by and specified by us;
- (b) in the event of an Insolvency Event occurring in relation to you, we or our representative will be entitled, upon giving 2 Business Days' notice, to enter the Site or premises occupied by you to search for and remove any of those Hardware without in any way being liable to you. If the Hardware or any of them are wholly or partially attached to or incorporated in any other product, we may, when practical, remove them in any way necessary to remove the Hardware (**Recovery**); and
- 9.6 All costs and expenses incurred by us as a result of taking action in accordance with the Recovery as set out above, together with transportation and storage charges, will be immediately payable by you to us on demand.
- 9.7 You assumes and agree to bear the risk of loss and / or damage of the Hardware if such loss and / or damage is due to your gross negligence or willful or intentional harm while the Hardware is in your possession or on your property including on the Site, until the Hardware is returned to our possession.
- 9.8 In the event of damage to, loss of or destruction of the Hardware, you must notify us as soon as practicable.
- 9.9 At the termination, conclusion or expiry of this Agreement, you must assist us with collecting the Hardware from the Site, with such collection costs to be paid by you.
- 9.10 Upon return, the Hardware must be in good condition and repair (ordinary wear and tear excepted).
- 9.11 You agree that you have no right of purchase and no equity in the Hardware by reason of this Agreement or other operation of law.
- 10. Delivery and Installation of Hardware**
- 10.1 We will take reasonable steps to deliver the Hardware in the manner and within the delivery lead time agreed with you in writing (**Delivery**)
- 10.2 Prior to delivery, we may require access to your premises to determine a suitable Site for the Hardware to be placed.
- 10.3 You agree that upon agreement on the Site, we may make alterations to that area including but not limited to clearing, levelling, and otherwise preparing a clear, hazard-reduced, and level area for the Site.
- 10.4 For the avoidance of doubt, you agree that time is not of the essence in relation to Delivery, that Delivery times are an estimate only and do not guarantee Delivery by the estimated date.
- 10.5 We reserve the right to deliver Hardware by instalments.
- 10.6 You agree to take delivery of the Hardware and in taking delivery to do all acts reasonably expected of you for us to make delivery.
- 10.7 Upon reasonable request by you, we may – but are not obliged to - amend a Delivery after it has been shipped where

- practicable and on terms agreed between the Parties.
- 10.8 If we fail to deliver some or all of the Hardware pursuant to the Schedule, you will not be entitled to cancel the Agreement.
- 10.9 We will not be obliged to accept any claims for non-delivered Hardware or non-conforming Hardware unless written notice of the claim is given to us within 5 Business Days after receipt of the delivery at the Site.
- 10.10 If you have taken delivery of the Hardware and you give notice that you reject the Hardware on the basis that the Hardware does not comply with the Schedule, you must take steps that are reasonable in the circumstances to preserve the Hardware as far as practicable in the state in which they were received in order to return the Hardware to us.
- 10.11 You must not alter, remove, conceal, or tamper with any batch numbers or other means of identification used in relation to the Hardware.
- 10.12 We will not be liable for any loss suffered by you arising out of any delay or failure to deliver the Hardware (or any part of them) or failure to deliver in the requested quantities.
- 10.13 Unless otherwise agreed between the Parties, you agree to pay for all Delivery Costs.
- 10.14 You agree not to move the Hardware from the Site unless we have provided prior written permission.
- 11. Security Interest**
- 11.1 In this clause *Security Interest*, PPSA means *Personal Property Securities Act 2009* (Cth). Unless otherwise defined in this Agreement, capitalised terms in this clause have the meanings given to them in the PPSA.
- 11.2 You acknowledge and agree that:
- (a) our interest in the Hardware and all proceeds is a Security Interest and this Agreement is a Security Agreement;
 - (b) you consent to us registering our Security Interest on the Personal Property Securities Register and you agree to provide all assistance reasonably required by us to facilitate Registration; and that you waive your right to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA and cannot be excluded.
- 11.3 You acknowledge and agree that this Agreement is intended to create a Security Interest in the Property in the names of the respective title holders of the Property.
- 11.4 Without limiting our rights in this clause *Security Interest*, you:
- (a) charge the Property in favour of us with the repayment of all amounts owing by you under this Agreement (**Charge**);
 - (b) consent to any registration in connection with the Charge, including a registration under the PPSA, and a caveat or mortgage, as may be appropriate against the title of the Hardware including any register, or similar, maintained by any authority which is customarily used for that purpose;
 - (c) agree to execute any documents (including legal or statutory mortgages in favour of us over any real property not held on, or acquired after, the date of this Agreement and obtaining a solicitor's certificate for all interested parties in the Charge (including all Guarantors and any title holders of the Property) certifying that the relevant party has been explained the implications of entering the relevant documents) in form and substance acceptable to us acting reasonably and to pay on demand any associated duties and registration fees;
 - (d) agree to promptly do all things that we reasonably require in connection with this clause; and
 - (e) unconditionally and irrevocably agree to us procuring the registration of a caveat,

mortgage or a notice of our Charge on any register.

11.5 You agree that we may call upon any Security Interest, and/or exercise our rights under this clause, only if you are in breach of this Agreement.

11.6 This clause will survive termination or expiry of this Agreement.

12. Payment

12.1 You agree to pay us the Fees as set out in the Schedule, and any other amounts payable to us under these Terms, without set-off or delay, via direct debit, credit card, or any other payment method we allow.

12.2 Payment of Fees commences upon the Effective Date.

12.3 If the Schedule is silent with respect to payment terms and in the absence of an approved Credit Application, the default payment terms shall be thirty (30) days from the date of our invoice.

12.4 The Fee is payable in advance for the Term or another period specified by us, and any additional charges (if any) will be billed in arrears at a juncture deemed appropriate by us (unless otherwise agreed between the Parties).

12.5 You must ensure your chosen payment method has sufficient funds to pay the Fees.

12.6 If any payment has not been made or is not successful in accordance with these Terms, we may (at our absolute discretion):

(a) immediately cease or suspend the provision of the System, and recover as a debt due and immediately payable from you, our additional costs of doing so;

(b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 5% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with these Terms; and

(c) engage debt collection services and/or commence legal proceedings in relation to any such amounts, costs of which you agree to indemnify us.

12.7 If you rectify such non-payment within a reasonable time after the Services have been suspended, then we may, at our discretion, recommence the provision of the Services as soon as reasonably practicable.

12.8 At the end of each 12 months from the Effective Date of the Agreement we may increase the Fees in accordance with Consumer Price Index for the previous 12 month period without further notice to you.

12.9 During the Term, we may increase the Fees on written notice to you following any increase in the costs of providing the Services as result of any change or increase in costs passed on to us by any third party service providers.

12.10 If we increase the Fees in accordance with the immediately above clause, you may terminate the Agreement upon written notice to us, provided your notice is received by us within 7 days of the date of our increased Fees notice to you. For the avoidance of doubt, you have no right of termination if we increase Fees in accordance with the Consumer Price Index.

13. Privacy and Communication

13.1 We agree to handle any Personal Information you provide to us, solely for the purpose of performing our obligations under this Agreement and in accordance with any applicable Laws and our Privacy Policy.

13.2 We may contact you via the Application, using in-Account notifications or other communication channels, such as text messages or email with functional notifications.

13.3 We may also send marketing and promotional material which may be of interest to you, using the contact details provided by you under this Agreement. You may opt out of receiving direct

marketing messages at any time. Where you opt-out we will continue to send you functional communications relevant to your use of the System.

14. Confidential Information

14.1 Each Receiving Party agrees:

- (a) not to disclose the Confidential Information of the Disclosing Party to any third party;
- (b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
- (c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, or for the performance of obligations under this Agreement, and not for any other purpose.

14.2 The obligations in the immediately preceding clause do not apply to Confidential Information that:

- (a) is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;
- (b) is authorised to be disclosed by the Disclosing Party;
- (c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or
- (d) must be disclosed by Law or by a regulatory authority, including under subpoena.

14.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause.

14.4 This Confidential Information clause will survive the termination of these Terms.

15. Intellectual Property Rights

15.1 You agree that all Intellectual Property Rights in:

- (a) the System, including Software and Hardware;
- (c) the Intellectual Property developed, adapted, modified or created by us, or our Personnel (including in connection with these Terms, the Services, and any machine learning algorithms output from the Services); and
- (d) any Feedback or Improvements made by you,

will at all times vest, or remain vested, in us (or, if applicable, our third party service providers or our third party licensors). To the extent that ownership of the Intellectual Property Rights does not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

15.2 You agree that we may use Feedback and/or Improvements in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback and/or Improvements.

15.3 You must not, whether directly or indirectly, without our prior written consent:

- (a) copy or use, in whole or in part, any of our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;
- (c) breach any Intellectual Property Rights connected with the Services, including altering or modifying any of our Intellectual Property;
- (d) cause any of our Intellectual Property to be framed or embedded in another website; or create derivative works from any of our Intellectual Property;
- (e) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Services.

15.4 This Intellectual Property Rights clause will survive the termination or expiry of these Terms.

16. Analytics

16.1 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the System, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:

- (a) does not contain identifying information; and
- (b) is not compiled using a sample size small enough to make the underlying Client Data identifiable.

16.2 You agree that we own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all related Intellectual Property Rights .

17. Client Data

17.1 We acknowledge that you retain your right, title and interest in the Client Data and Your Materials but which excludes Feedback, Improvements and Analytics.

17.2 You grant us a limited licence to copy, transmit, store and back-up or otherwise access the Client Data and/or Your Materials during the Term and for a reasonable period after the Term to perform the following:

- (a) supply the Services (including for back-ups) to you (including to enable you, your Authorised Users and your Personnel to benefit from the Services);
- (b) diagnose problems with the Services;
- (c) enhance and otherwise modify the Services, and
- (d) as reasonably required to perform our obligations under these Terms.

17.3 You must, at all times, ensure the integrity of the Client Data and that your

provision of, and use of the Client Data is compliant with all Laws.

17.4 You represent and warrant that:

- (a) you have obtained all necessary rights, releases and permissions to provide all your Client Data to us and to grant the rights granted to us in these Terms;
- (b) the Client Data is accurate and complete;
- (c) the Client Data (and its transfer to and use by us as authorised by you) under these Terms does not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity; and
- (d) any use, collection and disclosure authorised in this Agreement is not inconsistent with the terms of any applicable privacy policies or any Laws related to privacy.

17.5 Unless resulting from our act or omission, we assume no responsibility or Liability for the Client Data. You are solely responsible for the Client Data and the consequences of using, disclosing, storing or transmitting it.

17.6 You acknowledge and agree that the operation of the Services is reliant on the accuracy of the Client Data, and the provision of inaccurate or incomplete Client Data by you may affect the use, output and operation of the System and the Services.

17.7 It is your responsibility to make and maintain backups of all data that you upload to the system including the Client Data.

17.8 You acknowledge that you may not have access to your Client Data Content stored on the Application during a suspension or termination of the Services.

17.9 We are not liable to you for unauthorised access to the Client Data, or the unauthorised use of the System unless the unauthorised access or use results directly from our failure to meet our security obligations in the Agreement.

You are solely responsible for the use of the Services by any of your Personnel as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

17.10 You acknowledge and agree that we may access, use, preserve and disclose your account information and Client Data if legally required to do so or if we have a good faith belief that such access, use, disclosure or preservation is reasonably necessary to:

- (a) comply with legal process or request;
- (b) enforce this Agreement, including investigation of any potential breach;
- (c) detect, prevent or otherwise address security, fraud or technical issues; or
- (d) protect our rights, property or safety, our users or the public as required or permitted by Law.

17.11 Following the termination or expiry of this Agreement, we may immediately destroy, remove or delete the Client Data such that it is irrecoverable. However, we may agree to retain the Client Data for up to one (1) month following the termination or expiry of this Agreement for the sole purpose of facilitating its return to you.

18. Warranties

18.1 You warrant and agree that:

- (a) there are no legal restrictions preventing you from entering into this Agreement;
- (b) you are not and have not been the subject of an Insolvency Event;
- (c) you will cooperate with us and provide us with all assistance, resources, data, people, information, facilities, access, permissions and documentation that is reasonably necessary to enable us to provide the System and perform the Services and as otherwise requested by us, from time to time, and in a timely manner, including to:
 - i. permit all members of our Personnel to have reasonable access to your premises and Site for the purposes of supplying the

System, free from harm or risk to health or safety;

- ii. ensure that we have full and unhindered access to any items of Hardware relevant to the Services during business hours or at such other times as agreed between the Parties.

(d) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete and that we will rely on such information and documentation in order to provide the Services;

(e) you have not relied on any representations or warranties made by us in relation to the System (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;

(f) you will inform us if you have reasonable concerns relating to our provision of the Services under this Agreement, with the aim that the Parties will use all reasonable efforts to resolve your concerns;

(g) you are responsible for obtaining, and providing to us in a timely manner, any consents, licences, authorities and permissions from third parties necessary for the Services to be provided in accordance with these Terms, at your cost;

(h) the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties (excluding Authorised Users) without prior written consent;

(i) you will be responsible for the use of any part of the System, and you must ensure that no person uses any part of the System to break any Law or infringe any person's rights (including Intellectual Property Rights) or in any way that damages, interferes with or interrupts the supply of the System;

(j) you have reviewed these Terms and you understand them and will use the System in accordance with them; and

- (l) you are not aware of any fact or circumstance, whether actual or potential, that would cause you to breach any of the provisions of these Terms;
- (m) you will not reverse assemble, reverse engineer, reverse compile, create a derivative work of, the System or part thereof;
- (n) you will not attempt to discover the source code or object code or underlying structures, ideas, know how or algorithms in relation to the Services, the data or documentation;
- (o) you will not resell, assign, lease, hire, sub-license, transfer, distribute or make available the Services to third parties;
- (p) you will not "frame", "mirror" or serve any of the Services on any web server or other computer server over the Internet or any other network.

18.2 You agree to do each of the following:

- (a) provide us with appropriate access to the site including to Site, your facilities, equipment, Personnel, and content as is necessary to allow us to perform the Services;
- (b) co-operate with our reasonable investigations of outages, security problems and any suspected breach of the contract;
- (c) keep the contact and other account information that we hold about you up to date;
- (d) immediately notify us of any unauthorised use of your account or any other breach of security.

19. Australian Consumer Law

19.1 Certain legislation, including the ACL, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).

19.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your

Statutory Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a "consumer" under the ACL is governed solely by the ACL and these Terms.

19.3 Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the System) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or any other basis.

19.4 This Australian Consumer Law clause will survive termination or expiry of these Terms.

20. Indemnities

20.1 You indemnify us and our Personnel against all Liability that we or any of our Personnel may sustain or incur as a result, whether directly or indirectly, of:

- (a) your or your Personnel's breach of these Terms;
- (b) your or your Personnel's negligent, unlawful or willful acts or omissions in connection with these Terms; or
- (c) your breach of any other legal duty or obligation;

except to the extent that the Liability arose from our negligent acts or omissions or any of our Personnel.

21. Limitations on Liability

21.1 Despite anything to the contrary and to the maximum extent permitted by law:

- (a) neither Party will be liable for any Consequential Loss;
- (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel);
- (c) in the event of any failure by us to comply with a relevant Statutory Right, our liability is limited (at our discretion) to supplying the Services again or paying

the cost of having the Services supplied again;

- (d) our aggregate liability, and the liability our employees, agents and contractors, for any Liability arising from or in connection with these Terms will be limited to the pro-rated contract value for the immediately preceding 3 months for the supply of the relevant Services to which the Liability relates.

21.2 This *Limitations on Liability* clause will survive termination or expiry of these Terms.

22. Exclusions to Liability

22.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability, caused or contributed to by, arising from or connected with:

- (a) your or your Personnel's acts or omissions;
- (b) any use or application of the System by a person or entity other than you or your Authorised Persons;
- (c) the use of the System by the you (or your Authorised Users) other than in accordance with these Terms;
- (d) any modifications to the System made by you or any third party (other than with our prior written consent);
- (e) any work, services, goods, materials or items which do not form part of the System (as expressed in these Terms), or which have not been provided by us;
- (f) any Third Party Inputs;
- (g) any Force Majeure Event; and/or
- (h) any act or omission of the Hosting Provider, if applicable.

22.2 For the avoidance of doubt, we will not be liable for any delay, downtime, unavailability, latency, slowness, suspension, service degradation, response delay or similar event or occurrence relating to the Services, were

the failure or relevant event/occurrence is caused or contributed by any of the acts, omissions or events referred to in the above subclauses.

22.3 You acknowledge and agree that:

- (a) you are responsible for all users using the System, including your Personnel and any Authorised Users;
- (b) you use the System at your own risk;
- (c) the technical processing and transmission of the Services, including Client Data, may be transferred unencrypted and involves:
 - i. transmissions over various networks; and
 - ii. changes to conform and adapt to technical requirements of connecting networks or devices;
- (d) we may use third party service providers to integrate with the Services or to host the Services. If the providers of third party applications or services cease to make their services or programs available, we may cease providing any affected features without Liability or entitling you to any refund, credit, or other compensation;
- (e) the Services may use third party products, facilities or services. We do not make any warranty or representation in respect of the third party products, facilities or services;
- (f) we do not guarantee that any file or program available for download and/or execution from or via the System is free from viruses or other conditions which could damage or interfere with data, Client Data, hardware or software with which it might be used;
- (g) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, your Authorised Users or your Personnel; and
- (h) we may pursue any available equitable or other remedy against you if you breach any provision of these Terms.

22.4 This *Exclusions to Liability* clause will survive termination or expiry of these Terms.

23. Suspension

23.1 We may immediately and without notice to you, suspend your Account and Application access:

- (a) for scheduled or emergency maintenance;
- (b) if you (or any of your Personnel) breach any provision of these Terms;
- (c) if we reasonably suspect that you (or any of your Personnel) have breached any provision of these Terms;
- (d) if there is any dispute as to who is the owner of your Account; or
- (e) If any Laws or court order requires us to do so; and
- (f) as we deem reasonably necessary to respond to any actual or potential security concern that may affect us or you.

23.2 Where we have suspended your Account, we retain our rights at law and elsewhere in this Agreement, including termination.

24. Termination

24.1 A Party may terminate this Agreement by giving written notice to the other party between 90 and 30 days from the end of a Term (whether the Initial Term or a further Term) that the Party does not wish to renew the Agreement for a further term.

24.2 This Agreement will terminate immediately upon written notice by us if a Force Majeure Event prevents, hinders or delays our performance of obligations for a continuous period of more than thirty (30) days; or

24.3 A Party to this Agreement (the "**Terminating Party**") may, at its option, by written notice to the other party, terminate this Agreement with immediate effect if:

- (a) the other party is subject to an Insolvency Event;
- (b) the other party commits a breach of any term or warranty of this Agreement which is capable of rectification but is not rectified to the reasonable satisfaction of the Terminating Party within fourteen (14) days after receipt of a notice by the other party specifying the breach; or
- (c) the other party commits a breach of any term or warranty of this Agreement which is not capable of rectification in the reasonable opinion of the Terminating Party.

24.4 We may terminate this Agreement by written notice to you with immediate effect if you fail to pay Fees payable under this Agreement by the due date for payment.

24.5 Upon expiry or termination of these Terms:

- (a) we will immediately cease providing the Services;
- (b) we will be entitled to permanently delete all Client Data within 1 month from expiry or termination of these Terms;
- (c) you are to pay for all Services provided prior to termination (including Services which have been provided and have not yet been invoiced to you) and all other amounts due and payable under these Terms, within 5 Business Days of expiry or termination;
- (d) you also agree to pay us additional costs arising from, or in connection with, such termination; and
- (e) each party shall at the other party's option, either destroy or return to the other party any of its Confidential Information, including any copies thereof in its possession or control.
- (f) facilitate our Personnel's access to your premises and the Site in a timely matter for the purpose of retrieving the Hardware. In the event you are unable or do not facilitate our access to your premises and/or the Site, you hereby give us explicit permission to enter your

- premises and to attend the Site for the purpose of collecting the Hardware.
- 24.6 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 24.7 This *Termination* clause will survive the termination or expiry of these Terms.
- 25. GST**
- 25.1 If GST is payable on any supply made under these Terms, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under these Terms and must be paid in addition to the consideration expressed elsewhere in these Terms unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.
- 25.2 If an adjustment event arises in respect of any supply made under these Terms, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued(if required), and any payments to give effect to the adjustment must be made.
- 25.3 If the recipient is required under these Terms to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing to which a supplier is entitled.
- 25.4 The terms “adjustment event”, “consideration”, “GST”, “input tax credit”, “recipient”, “supplier”, “supply”, “taxable supply” and “tax invoice” each has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 26. Dispute Resolution**
- 26.1 If a dispute arises in respect of this Agreement, the Services, the Hardware or the Systems, before any proceeding can be commenced in a Tribunal or Court, the party claiming that a dispute has arisen must give the other party written notice setting out the dispute and allow 14 days’ notice for the other party to respond.
- 26.2 If after 14 days the dispute is not resolved then it must be referred to mediation and the costs of the mediation shall be paid by the parties equally. If the parties cannot mutually agree on a mediator within 7 days, then the parties must ask that the President of the Law Society of New South Wales appoint a mediator.
- 26.3 If the parties cannot mutually resolve the dispute at mediation or within 10 Business Days from the date of mediation, then either party may commence proceedings in a Tribunal or Court of competent jurisdiction in New South Wales.
- 26.4 Nothing in this clause will prevent either party from seeking urgent interlocutory relief.
- 27. Solicitation of representatives**
- 27.1 During the Term of Renewed Term of this Agreement and for a period of twelve (12) months after its termination or expiry (**Restraint Period**), neither party may solicit for employment to or accept any approach for employment from, either directly or indirectly, any person who is employed or contracted by the other party.
- 27.2 Either party must immediately advise the other party if a person who is employed or contracted by the other party seeks to be employed or contracted by the first mentioned party before the end of the Restraint Period.
- 28 Fair Use Requirements**
- 28.1 All services and databases hosted by us are subject to these Terms, and must not be used for the following purposes:
- (a) Illegal activity;
 - (b) Torrent aggregators;

- (c) Crypto miners
- (d) Hosting and/or distribution of illegal content; or
- (e) Sending spam.

28.2 We reserve the right to terminate your account without notice should we find that there has been a breach of our Fair Use Requirements

29. General

29.1 Access: The System may be accessed in Australia and overseas. We make no representation that the Services comply with the Laws (including Intellectual Property Laws) of any country outside of Australia. If you access the Services from outside Australia, you do so at your own risk and you are responsible for complying with the Laws in the place you access the Services.

29.2 Amendment: We may Update these Terms at any time. Where we update these Terms, we will notify you via an in-Account notification or via email. If you do not agree with any amendment you may terminate these Terms in accordance with this Agreement.

29.3 Assignment and novation:

- (a) You must not assign, transfer or novate this Agreement without our prior written consent.
- (b) We may novate or assign this Agreement to any party nominated by us;
- (c) If we decide to assign or novate this Agreement, we will give written notice to you and will provide an assignment or novation deed or agreement to you, which provides, among other things, that:
 - i. You consent to the assignment or novation as the case may be;
 - ii. The assignee agrees to comply with any provisions of this Agreement and perform any outstanding obligations under this Agreement.

29.4 Entire agreement: These Terms contain the entire understanding between the

Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

29.5 Exclusivity: The Services will be provided to you on a non-exclusive basis.

29.6 Force Majeure: We will not be liable for any delay or failure to perform our obligations under these Terms if such delay or failure is due to any Force Majeure Event.

29.7 Further assurance: Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.

29.8 Governing law: These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

29.9 Notices: Any notice given under these Terms must be in writing addressed to the relevant address as set out in the Schedule to this Agreement, unless otherwise agreed. A notice given:

- (a) by hand will be served upon delivery;
- (b) by post will be regarded as having been served three (3) Business Days after posting;
- (c) by email is served on the day of transmission in the location of the recipient, unless the sender's machine generates a report that the email was not sent at all or in its entirety. If the email has not been completely transmitted by 5 pm (determined by reference of the time of day at the recipient's address) it will be regarded as having been served on the next business day; and

- (d) on a day other than a business day will be regarded as having been served on the first business day (determined by reference of the time of day at the recipient's address) after such day. For the purposes of this clause, a "business day" is a day other than a Saturday, Sunday or public holiday at the recipient's address.

29.10 **Publicity:** You agree that we may advertise or publicise the broad nature of our provision of the Services to you, including on our website or in our promotional material, with your prior written consent.

29.11 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

29.12 **Severability:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.

30. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in this Agreement, and:

Account means an account accessible to you and/or your Authorised Users to use the System including the Services.

ACL or **Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time, including any amendments or replacement legislation.

Agreement means these Terms and its Schedule and Annexures, as amended by written agreement from time to time.

API means application programming interface.

Authorised User means a user permitted to access the Application and/or otherwise use the System under your Account.

Business Day means a day on which banks are open for general bank business in New South Wales, excluding Saturdays, Sundays and public holidays;

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and systems.

Confidential Information means any written or oral information of a technical, business or financial nature or which is taken by any provision of this Agreement to be Confidential Information, or which the Discloser makes the Recipient aware is considered by the Discloser to be confidential and proprietary, and includes all information that is personal information for the purposes of the *Privacy Act 1988* (Cth), but does not include information which the Recipient can establish:

- (a) was in the public domain when it was given to the Recipient;
- (b) becomes, after being given to the Recipient, part of the public domain, except through disclosure contrary to this agreement;
- (c) was in the Recipient's possession when it was given to the Recipient and had not been acquired in some other way (directly or indirectly) from the Discloser; or
- (d) was lawfully received from another person who had the unrestricted legal right to disclose that information free from any obligation to keep it confidential.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, downtime costs, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Client Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you, your Personnel or Authorised Users into the System, or stored by the Software or generated by the Software as a result of your use of the

System and Services, but excludes Feedback, Improvements and Analytics.

Deliverables means the data, insights, dashboards and reports generated by the System as a result of your instruction or prompt.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party;

Fee or Fees means those fees due and payable by you for the Services, as set out in the Schedule.

Feedback means any idea, suggestion, recommendation or request by you or any of your Personnel or Authorised Users, your customers, whether made verbally, in writing, directly or indirectly, in connection with the System or Services.

Force Majeure Event means any circumstance beyond our reasonable control including but not limited to epidemics, pandemics, and Government sanctioned restrictions and orders, acts of God or natural disasters, any interruption or failure of third party utility service including failure of Internet and telecommunications, and whether known or unknown at the time of entering into this Agreement.

GST means the tax imposed or assessed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time and associated or replacement legislation.

Hardware means the physical items and equipment as set out in the Schedule.

Hosting Provider means the third party hosting provider of the Software elected by us from time to time.

Improvements means any improvements, enhancements, modifications, customisation, alteration or amendment made by you to the System or made by us to the System following your instruction or Feedback.

Insolvency Event means any form of administration in insolvency including bankruptcy, liquidation, receivership or voluntary administration, compromise with creditors, ceasing to trade or being unable to pay debts as they fall due, including any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business; and any step is

taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business;

Intellectual Property means any copyright, registered and unregistered trademarks, designs (whether or not registered or registrable), patents, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, registered and registrable designs, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Rights means all rights in the Intellectual Property, including current and future registered and unregistered rights, whether conferred by statute, common law or equity, and whether in Australia or elsewhere in the world.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the provision of the Services, and includes the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth).

Liability means any expense, cost (including legal costs on a full indemnity basis), liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Licence is defined in the clause: *Licence and restrictions on use*.

Personal Information means any information or opinion about a natural person (whether or not true) as defined in the *Privacy Act 1988* (Cth) and also includes any similar term as defined in any other privacy law applicable to you.

Personnel means, in respect of a Party, any of its officers, employees, consultants, suppliers, subcontractors or agents.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

SaaS Services means the provision of our Software as a "software as a service";

Services means all intangible activities which form part of the System and contribute to provision of the Deliverables.

Site means the physical location at which the Hardware will be placed as specified in the Schedule.

Software means all of our proprietary desktop and mobile applications used in providing the Services, and any updates, fixes or patches developed from time to time.

System means the Hardware, Software, and Services (or any combination or part of these) provided by us to you pursuant to this Agreement.

Term means the Initial Term and any further terms as provided for in this Agreement.

Third Party Inputs means third parties or any goods and services (including software, websites, applications, code, APIs, connections and integrations) provided by third parties, including suppliers, transportation or logistics providers or other subcontractors, which the provision of the Services may be contingent on, or impacted by, or otherwise the Services interoperate or interface with.

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel before the Effective Date and/or developed by or on behalf of you or your Personnel independently of these Terms.

31. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated,

amended, supplemented, varied or replaced from time to time;

- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) A singular word includes the plural, and vice versa;
- (e) where the words "include" or "including" are used in these Terms, they are deemed to have the words "without limitation" following them;
- (f) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (g) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (h) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (i) a reference to time is to local time in New South Wales;
- (j) a reference to \$ or dollars refers to the currency of Australia; and
- (k) If a word is defined, another part of speech has a corresponding meaning;

Annexure A: SERVICE LEVEL AGREEMENT

A. BACKGROUND

- A1. This Service Level Agreement (**SLA**) is subject to the Terms, including its definitions, and this SLA sets out the further terms and conditions under which we will provide Software and Hardware support services to you. The purpose of this SLA is to ensure that we meet the agreed service levels for response times, uptime, and other performance metrics. In the event of any conflict or inconsistency between the Terms and this SLA, the Terms will prevail to the extent of any conflict or inconsistency.

B. RESPONSE TIME

- B1. Severity Levels: Response times will vary based on the severity level of the issue.
- B2. Response Time Calculation: The response time will be calculated based on the time you report the issue to our support team and the time when we acknowledge receipt of the issue and begin our response tasks.
- B3. Resolution Time: We will use commercially reasonable efforts to resolve the issue within the time period specified below, after the issue has been acknowledged.
- B4. Target Response Times: The following Target Response Times apply in respect of the Services:

Severity Level	Scope	Target Response Time (within)	Target Resolution Time (within)
1: Critical	Business critical services unavailable (e.g., no users can sign into the Services). Business critical software system unavailable (e.g., active directory, terminal server) Where you are completely prevented from using the System or accessing critical functionality. For example, complete system outage or complete data loss.	4 hours	24 hours
2: High	Performance of system heavily degraded. Non-business critical systems unavailable. Your ability to use the System or Software or access important functionality is significantly impacted. For example, if the Software experiences a major error that prevents you from completing important tasks.	6 hours	48 hours

Severity Level	Scope	Target Response Time (within)	Target Resolution Time (within)
3: Medium	Your ability to use the software or access certain functionality is moderately impacted. For example, if the Software experiences a bug or minor error that does not prevent the Client from completing work, but still causes significant inconvenience.	8 hours	72 hours
4: Low	Performance of non-business critical system heavily degraded. Non Business Critical. Your ability to use the System or Software or access certain functionality is impacted in a minor way. For example, if the Software experiences a cosmetic issue, such as a formatting error or a misspelled word/	10 hours	7 days

- B5. You are required to make available your full resources to us if requested to do so, to facilitate the resolution of Faults. For all Severity Levels, you must allow us to access your Site and computer systems (including by remote computer access) at all times (including outside Business Hours) in order to facilitate the resolution of the Fault. Should you be unwilling to do any of the above for any reason, the Fault may be downgraded to a lower Severity Level.

C. UPTIME

- C1. Uptime Calculation: We will measure uptime as the percentage of time during which the services are available and operational, based on a 24-hour period.
- C2. Uptime Guarantee: We guarantee 99.9% uptime for the services.

D. MAINTENANCE

- D1. Scheduled Maintenance: We may perform scheduled maintenance on the Hardware and Software during agreed-upon maintenance windows. Maintenance windows will be communicated to you at least 7 days in advance, and we will use commercially reasonable efforts to ensure that the maintenance does not impact the availability of the Services.
- D2. Emergency Maintenance: We may perform emergency maintenance on the Hardware and Software outside of scheduled maintenance windows if necessary to ensure the availability of the Services. We will use commercially reasonable efforts to minimise the impact of emergency maintenance on the availability of the Services.
- D3. Upon your request, we will provide ordinary maintenance and repair of the Hardware due to normal wear and tear and bear the related expense. The expense of all extraordinary maintenance and repair due to alterations in your premises or Site, alterations of the System made at your request, or made necessary by changes in your premises or Site, damage to the premises or Site, or to any cause beyond our control shall be borne by you.

E. PERFORMANCE REPORTING

- E1. We agree to provide you with monthly reports on the availability and performance of the Services, including uptime percentage, response times, and resolution times.

F. FAULT REPORTING

- F1. You are primarily responsible for identifying technical faults or issues with the System.
- F2. In the event that you consider that there is a fault or irregularity (collectively, a “**Fault**”) and you are complying with your obligations to us under the Terms, you may contact us at any time (24 hours per day, 7 days a week, year round) via email at support@spheredrones.com.au to receive assistance from our technical engineers to assist you to resolve the Fault.
- F3. When logging an Issue, you are required to give us a full description of the Fault including providing screen shots to illustrate any problem encountered, so we are better able to assist you to resolve the Fault. Please also indicate which Severity Level you believe applies in respect of the Fault.
- F4. All Faults logged with our technical engineers will be issued with a Fault report number which should be referred to at all times when contacting our technical engineers.
- F5. Once a Fault is logged with our technical engineers we will investigate the Fault, categorise the Severity Level and respond to you in accordance with the Target Response Times.
- F6. Target Response Times will vary depending on the Severity Level of the Fault and the Coverage Window.
- F7. Additional fees may apply for time spent by our technical engineers responding to Faults logged that are deemed to be your responsibility and / or outside the scope of this Annexure.

G. COVERAGE WINDOW

- G1. We will make commercially reasonable attempts to respond to a Fault Notification within the Coverage Window indicated below:
- G2. Coverage Window: Business Hours: Monday to Friday 8.30am to 5.00pm Eastern Standard Time and excluding national public holidays.
- G3. If you require emergency support outside of the Coverage Window, you may log priority Faults by emailing support@spheredrones.com.au.
- G34. Fault Notification outside of the Coverage Window will be an Additional Service and will attract additional Fees at our Standard Rates

H. RESTORATION

- H1. We will endeavour to restore the System and/or Services as soon as possible following a Fault Notification. Upon restoration of the Services we will contact you to confirm the Service level operation.
- H2. In the event of a prolonged Service outage, we will provide updates on the status of the Services at regular intervals.

I. PLANNED SERVICE OUTAGE

- I1. We may from time to time plan a Service outage in order to undertake maintenance and upgrades to the Services. Where possible to do so we will provide you with notice of such planned Service outages in advance of them occurring.
- I2. You acknowledge that in some instances it may not be possible to notify you at all, particularly where the Service outage relates to Services being provided by or on behalf of our third party service providers.

13. In addition, we may be also required to undertake emergency maintenance in respect of the System and we reserve the right to undertake such works without notification to you. We will use our reasonable endeavours to notify you of such Service outages