



Service Schedule – Hardware and Software

Last updated on **20 September 2022**

1. About this Service Schedule

- 1.1. This Service Schedule applies with respect to Quotations for the supply of:
- (a) hardware that you purchase from us (**Purchased Hardware**);
 - (b) hardware that you rent from us (**Rented Hardware**); and
 - (c) third party software that you license, or procure subscriptions for, from us (including, any virtual hardware or infrastructure supplied as-a-service) (**Third Party Software**).
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement.

2. Delivery of Hardware

- 2.1. Where an Agreement is entered into for the supply of hardware to you:
- (a) we will:
 - (i) pack, or arrange for the packing of, the hardware suitable for delivery to the delivery location specified in the Quotation; and
 - (ii) arrange for the delivery of the hardware to the delivery location specified in the Quotation, subject to your payment of any customs, duties and taxes that may be levied by reason of the importation of the hardware, and any Fees that the Payment Terms require to be paid prior to delivery (where applicable); and
 - (b) you must:
 - (i) provide us with access to the delivery location; and
 - (ii) carry out all necessary and relevant preparations at the delivery location as is reasonably required for us to deliver the hardware; and
 - (c) risk in loss or damage to the hardware that occurs after the hardware is delivered to the delivery location passes to you immediately upon its delivery to the delivery location.
- 2.2. It is agreed that:
- (a) until and unless the Fees for Purchased Hardware are paid in full to us in accordance with the Payment Terms; and
 - (b) at all times, in the case of Rented Hardware, you:
 - (i) agree that the Agreement constitutes a Security Agreement in our favour in respect of each item of the hardware;
 - (ii) consent to us effecting a registration on the PPSR in relation to the Security Interest arising under or in connection with the Agreement with respect to the hardware;
 - (iii) must provide all access, assistance and cooperation required by us to effect registration and/or to enable us to exercise our rights in connection with the hardware;
 - (iv) irrevocably appoint us to be your attorney to do all acts and things necessary to ensure our retention of title to the hardware, including the registration of any Security Interest in our favour with respect to the hardware;
 - (v) must store the hardware (until it is returned to us) in satisfactory condition and separately from all other goods, so that such hardware remains readily identifiable as our goods and from other goods held by you;
 - (vi) must not damage or destroy the hardware;
 - (vii) must not register any Security Interest or allow any third party to register any Security Interest in respect of the hardware without our prior written consent;
 - (viii) must not destroy, deface or obscure any identifying mark or packaging on or relating to the hardware;

- (ix) must not allow any person to have or acquire any Security Interest in the hardware;
- (x) must not remove the hardware from the delivery location;
- (xi) agree that we may repossess the hardware if payment for the hardware is not made in accordance with the Payment Terms or the Agreement is terminated; and that in such circumstances you will provide us with full and unfettered access to the hardware for the purposes of recovering possession at your sole cost and expense;
- (xii) waive the right to receive any notice under the PPSA with respect to the hardware, except where the notice must be provided under a provision of the PPSA that cannot be excluded; and
- (xiii) must indemnify us from and against, any loss, damage, costs and expenses incurred in connection with the registration of a Security Interest over the hardware and/or any action taken by us to protect our Security Interests in the hardware.

- 2.3. You grant us and our representatives an irrevocable licence to enter any land or premises for the purpose of inspecting, retaking possession of or otherwise enforcing our rights in respect of Rented Hardware (and Purchased Hardware in respect of which the Fees have not been paid in full to us in accordance with the Payment Terms) including by breaking any locks, doors and windows as required to access such hardware and dismantling anything to which such hardware has been fixed, and you hereby indemnify and hold us harmless from and against any claims for damage to property or personal injury that may result from us or our representatives exercising any rights under the licence referred to in this clause 2.3. If we retake possession of any such hardware, we may deal with it as we think fit.

3. Supply of Software

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

4. Information, specifications and samples

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

5. Setup, Installation and Configuration of Hardware and Software

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

6. Support and Maintenance

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

7. Definitions and Interpretation

- 7.1. In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service or the *Personal Property Securities Act 2009* (Cth) (**PPSA**), unless the context indicates otherwise.