### Confidential

# **Variation Agreement**

# Variation Agreement #1



## to Contract 4831019523

### **SUPPLIER'S DETAILS**

Name EyeFi Pty Ltd (Supplier)

ABN 36 114 673 684

**Address** 1/255 Wellington Street Collingwood, Victoria, 3006

**Contact Person** 

**Email Address** 

**Phone Number** 

### **TELSTRA'S DETAILS**

Name Telstra Corporation Limited (ABN 33 051 775 556) (Telstra)

**Address** 242 Exhibition Street, Melbourne VIC 3000

**Contact Person** 

**Email Address** 

**Phone Number** 

**VARIATION DATE** 04 May 2019

## **RECITALS**

- A. Telstra and the Supplier are parties to the Original Agreement.
- B. The parties have agreed to amend the Original Agreement as set out in this agreement.

## Agreed by Supplier

Signed for Supplier by its authorised representative:

Signature Date 04/06/2019 **Print Name** Position

**Managing Director** 

## Agreed by Telstra

Signed for Telstra by its authorised representative:

05-Jun-2019 Signature Date

Position **Print Name** Procurement Specialist

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# **Variation Agreement**

### 1 Consideration

Each party has agreed to enter into this agreement at the request of the other party and in consideration of the other party agreeing to enter into this agreement and incurring obligations and giving rights.

### 2 Amendments to Original Agreement

With effect from the Variation Date, the parties agree to amend the Original Agreement as set out in Attachment 1 of this agreement.

## 3 Continuation of Original Agreement

The parties acknowledge and agree that, subject to the amendments in clause 2 of this agreement, the provisions of the Original Agreement remain in full force and effect and its enforceability is unaffected by this agreement.

### 4 Costs

Each party must pay its own costs and expenses incurred in negotiating, signing and registering this agreement.

### 5 Governing Law

This agreement is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.

## 6 Counterparts

This agreement may be signed in any number of counterparts which when taken together constitute one document.

#### 7 Definitions

In this agreement unless otherwise indicated:

**Original Agreement** means the Technology Services Agreement (4831019523) between Telstra and EyeFi Pty Ltd dated 04 May 2016, and any amendments to or any variations of that agreement.

Variation Date means the date specified on the front page of this agreement.

## **Variation Agreement**

### Attachment 1 - Amendments

- 1) Delete clause G3.3 in its entirety and replace with "Telstra will pay each valid and correctly rendered invoice within 62 days from the last day of the month (plus a maximum two Business Day period for bank transfers) of receipt of the invoice by Telstra."
- 2) Amending Schedule 1, section 1 (general) as follows:

a)	Under Telstra Representative, delete "	" and replace with "	
b)	Under Email, delete "	" and replace with	

- c) Under Initial Period, delete "3 years from the Commencement Date" and replace with "3 years from the Variation Date"
- d) Under Extension Period, delete "1 + 1 at Telstra's discretion" and replace with "Two optional extensions up to 12 months each"
- 3) Amending Schedule 2, section 2 (Fees and Payment) as follows:
  - a) Under the heading "Supplies for a fixed price fee" delete the current table and replace with the following:

Description	Unit Price (Per Month)
Maintenance Services EYEfi Cloud, Camera Subscriptions, Automated Incident Management & Support	\$9,510
Additional Unit Subscriptions (above 20 baseline bundle)	\$225
EYEfi Cloud VMS Annual License CoLo	\$2,295.83
ESVP Co-location - Application server management Monthly Fee: backups, monitoring and management of hardware, OS, VMware, applications, supporting management applications, domain's, mail, maps, video, geo-service, servers, firebox, switches (for Production and Beta VM's)	\$3,500
ESVP Application server management. Additional Warranty for last 18 months of 3 year term.	\$700

- b) Supplier to invoice Telstra on a quarterly basis. Any additional services or growth forecasts to be discussed and agreed by the parties.
- c) Delete "4 All pricing is Ex GST and subject to 45 days (plus a maximum two Business Day period for bank transfers) payment terms." And replace with "All pricing is Ex GST"