



## TECHNOLOGY SERVICES AGREEMENT

REFERENCE NUMBER: [REDACTED]

### PARTIES

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

Name	EYefi Pty Ltd	(Supplier)
ABN	36 114 673 684	

### RECITALS

Telstra wishes to acquire the Supplies from the Supplier for use by Telstra and Telstra Group Entities and for provision to their customers. The Supplier agrees to supply the Supplies to Telstra on the terms and conditions of this agreement, which is comprised of the following documents:



### EXECUTED AS AN AGREEMENT

Signed by  
**Telstra Corporation Limited**  
by its authorised representative:

sign here ► [REDACTED]  
print name [REDACTED]

in the presence of:

sign here ► [REDACTED]  
print name [REDACTED]

date 04-May-2016

Signed by  
**EYefi Pty Ltd**

sign here ► [REDACTED]  
print name SIMON LANKTON.

in the presence of:

sign here ► [REDACTED]  
Witness [REDACTED]  
print name [REDACTED]

date 4.5.2016.

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## SCHEDULE 1 – COMMERCIAL TERMS

## SCHEDULE 2 – TEMPLATE STATEMENT OF WORK

## GENERAL

### Term

- G1.1 **Term:** The term of this agreement (**Term**) commences on the Commencement Date and, unless terminated earlier, ends at the later of:
- (a) the end of the Initial Period and any Extension Periods (**Ordering Period**); and
  - (b) the date that all Statements of Work and Purchase Orders have been completed.
- G1.2 **Extensions:** This agreement may be extended by agreement between the Parties, for one or more Extension Periods.

### Ordering and Supplies

- G2.1 **Purchase Orders:** Telstra may order Supplies during the Ordering Period by issuing a Purchase Order to the Supplier. The Supplier will not be obliged to provide and must not charge Telstra for any Supplies unless and until Telstra has issued a Purchase Order for those Supplies. Each Purchase Order becomes part of this agreement.
- G2.2 **Statements of Work:** The parties may agree further terms for a specific scope of Supplies in a SOW. Each SOW becomes part of this agreement.
- G2.3 **Online ordering and invoicing:** Telstra may make an online ordering and invoicing facility available to the Supplier, in which case the Supplier must use that facility for ordering and invoicing under this agreement.
- G2.4 **Telstra Group Entities:** Telstra Group Entities may receive, use and enjoy the benefits of Supplies provided by the Supplier in accordance with this agreement.
- G2.5 **Provision of Supplies:** The Supplier must:
- (a) provide Supplies in accordance with this agreement;
  - (b) ensure Supplies comply with the Specifications;
  - (c) ensure Supplies are fit for the purposes set out in this agreement;
  - (d) perform its obligations under this agreement with due care and skill and in a manner consistent with applicable industry standards; and
  - (e) maintain appropriate resources (including Personnel) to provide the Supplies.
- G2.6 **Compliance:** The Supplier must:
- (a) comply with all Telstra Policies and Laws in respect of the Supplies and the performance of its obligations under this agreement; and
  - (b) maintain all authorisations and licences required to provide the Supplies.
- G2.7 **Telstra Inputs:** Telstra will provide the Telstra Inputs to the Supplier. The Telstra Inputs are the only items and tasks that Telstra is required to provide or perform to enable the Supplier to provide the Supplies.
- G2.8 **Acceptance:** If this agreement indicates a Supply will be subject to acceptance then on receipt of the Supply Telstra will conduct the tests set out in the Commercial Terms (**Acceptance Tests**) to determine if the Supply meets the agreed criteria for that Supply (**Acceptance Criteria**) and:
- (a) if the Acceptance Tests demonstrate the Supply meets the Acceptance Criteria, Telstra will provide the Supplier with a notice of its acceptance of that Supply (**Acceptance Certificate**);
  - (b) if the Acceptance Tests demonstrate that the Supply does not meet the Acceptance Criteria, the Supplier must rectify or replace the Supply within 5 Business Days (or such other period agreed by the parties) for repeat Acceptance Tests; and
  - (c) if the Supply fails Acceptance Tests more than once, Telstra may reject the Supply and require the Supplier to reimburse any Fees paid for that Supply.
- No Supply will be deemed to have been accepted until Telstra has issued an Acceptance Certificate in relation to that Supply.
- G2.9 **Service Levels:** The Supplier must meet or exceed the Service Levels and report on performance against the Service Levels in accordance with the Commercial Terms. If the Supplier fails to meet a Service Level,

## GENERAL

- G2.10 **Co-operation:** The Supplier must co-operate with Telstra and Telstra Third Parties in relation to the Supplies as reasonably requested by Telstra to enable Telstra to obtain the benefit of the Supplies.
- G2.11 **Timing:** The Supplier must meet each due date and milestone for the Supplies set out in this agreement (**Required Date**). If the Supplier becomes aware of any delay (or likely delay) that may impact its ability to meet a Required Date (**Delay**) the Supplier must provide a notice to Telstra as soon as practicable that details the Delay and Supplies affected and estimates the additional time reasonably required to provide the affected Supplies (**Delay Notice**).
- G2.12 **Delay consequences:** The Supplier must take all reasonable steps to mitigate and minimise the effects of any Delay. If the Supplier has provided Telstra with a Delay Notice, then:
- (a) to the extent that the Delay was directly caused by Telstra's failure to provide a Telstra Input by an agreed date, Telstra will extend the affected Required Date by a reasonable period determined by Telstra to account for that failure or delay; and
  - (b) in all other cases, Telstra will consider the Delay Notice and may agree to extend the affected Required Date by a period Telstra reasonably considers justified in the circumstances.
- Where [REDACTED] properly incurred by the Supplier during the period of such extension (**Delay Costs**). The Supplier's entitlement to Delay Costs is its sole remedy in respect of any act or omission by Telstra which causes a Delay.
- G2.13 [REDACTED]
- G2.14 **HSE:** The Supplier must comply with the health, safety and environment obligations set out in the Commercial Terms.
- G2.15 **Supplier Locations:** The Supplier must only provide the Supplies from the Supplier Locations.
- G2.16 **Business continuity and disaster recovery:** The Supplier must:
- (a) maintain business continuity and disaster recovery procedures to protect its work, the Supplies (including any systems or networks used to provide the Supplies) and its ongoing ability to perform its obligations in the event of a Disaster (**BCDR Procedures**);
  - (b) regularly, and at least once per calendar year, test and update the BCDR Procedures;
  - (c) on request by Telstra, provide documentation of the BCDR Procedures and results of any testing of the BCDR Procedures; and
  - (d) if a Disaster occurs, promptly implement the BCDR Procedures and keep Telstra updated about its business continuity and disaster recovery activities, as well as any actual or anticipated impact of the Disaster on the performance of its obligations.
- G2.17 **The Supplier as preferred supplier:** Telstra acknowledges and agrees that the Supplier is its preferred supplier of the Supplies under this Agreement. The Supplies means the following:

- (a) [REDACTED]
- (b) Hardware products:
  - (i) [REDACTED]

**NOTE<sup>1</sup>:** The EYEfi [REDACTED]



## GENERAL

EYefi provides and maintains the [REDACTED]

### Fees and payment

- G3.1 **Fees:** Telstra will pay the Supplier the Fees in accordance with this agreement. Except as expressly set out in this agreement, the Fees are the only amounts payable by Telstra in relation to the Supplies.
- G3.2 **Invoicing:** The Supplier must only invoice Telstra the Fees in accordance with the Commercial Terms. The Supplier must ensure that invoices are provided in the form reasonably required by Telstra and in accordance with the requirements for a tax invoice. Each invoice must be accompanied by sufficient detail to enable Telstra to verify the invoice.
- G3.3 **Payment:** [REDACTED]
- G3.4 [REDACTED]
- G3.5 **Set off:** [REDACTED]

### Taxes

- G4.1 **Taxes:** Except as expressly set out in this clause, the Fees are inclusive of all Taxes and the Supplier will not be entitled to any additional payment from Telstra on account of any liability for Taxes incurred in connection with this agreement.
- G4.2 **Recovery of GST:** If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.
- G4.3 **Time for payment of GST amount:** Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration.
- G4.4 **Indemnity and reimbursement payments:** If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under G4.2 if the payment is consideration for a taxable supply.
- G4.5 **Adjustment events:** If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under G4.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.
- G4.6 **Time limit on payment of the GST amount:** A receiving party is not required to pay the GST amount referred to in G4.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:
- (a) the first calendar month in which any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply) is provided; or
  - (b) if an invoice is issued prior to the provision of any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.
- G4.7 **Withholding tax:** If Telstra is required by Law to make a deduction or withholding for or on account of any Taxes from a payment, no additional payment will be made to the Supplier.

### Intellectual Property Rights

- G5.1 [REDACTED]

G5.2

**Supplier IP:**

G5.3

**Third Party IP:**

#### Confidentiality, privacy and security of Telstra Data

G6.1

**Confidential Information:** In this agreement **Confidential Information** of a party means:

- (a) information of a confidential nature relating to or developed in connection with the business or affairs of the party which is disclosed to, learnt by, or which otherwise comes to the knowledge of or into the possession of, the other party; or
- (b) information designated by that party as confidential; or
- (c) information regarding clients, customers, employees, contractors of or other persons doing business with that party,

but does not include information that:

- (d) is or becomes generally available in the public domain, other than through any breach of confidence;
- (e) is rightfully received by the other party from a third person other than as a result of a breach of confidence; or
- (f) has been independently developed by the other party without using any other Confidential Information of the first party.

Telstra's Confidential Information includes the terms of this agreement and Telstra Data.

G6.2

**Protection of Confidential Information:** Each party must only use or copy the other party's Confidential Information for the purposes of this agreement and must take all steps reasonably necessary to:

- (a) maintain the confidentiality of the other party's Confidential Information;
- (b) ensure that any person who has access to Confidential Information of the other party through it or on its behalf does not use, copy or disclose that Confidential Information other than in accordance with this agreement; and
- (c) enforce the confidentiality obligations required by this agreement.

G6.3

**Disclosure of Confidential Information:** Each party must not disclose the Confidential Information of the other party to any person except:

(a)

for the purposes of this agreement;

## GENERAL

- (b) as required to be disclosed by Law or the listing rules of any stock exchange where that party's securities are listed or quoted;
- (c) if the other party has given its consent to the disclosure or use; or
- (d) as expressly permitted by this agreement.

Before disclosing Confidential Information to a person, the disclosing party must take reasonable steps to ensure that the person is aware of the confidential nature of the Confidential Information and has agreed to comply with the confidentiality obligations under this agreement.

G6.4 **Return of Confidential Information:**

[REDACTED]

G6.5 **Return exceptions:** If a party needs to retain the other party's Confidential Information for the purpose of:

- (a) complying with any Law;
- (b) litigation;
- (c) internal quality assurance and record-keeping; or
- (d) performing its obligations or exercising its rights under this agreement,

then it may retain and use it solely for this purpose but must deal with the Confidential Information in accordance with G6.4 promptly after it is no longer required for this purpose.

G6.6 **Injunctive relief:** In addition to other remedies, a party will be entitled to injunctive relief for any breach or threatened breach of the other party's obligations of confidentiality under this agreement.

G6.7 **Publicity:** Unless required by Law, the Supplier must not make any public announcements relating to the subject matter of this agreement without Telstra's written consent.

G6.8 **Privacy:** The Supplier must:

- (a) comply with all Privacy Laws in relation to Personal Information as if it were an entity regulated under those Privacy Laws;
- (b) only collect, store, use, disclose or otherwise deal with Personal Information as directed by Telstra, except to the extent that compliance with the direction would cause the Supplier to breach a Privacy Law;
- (c) only use or disclose Personal Information for the purposes of providing the Supplies or as expressly permitted under this agreement;
- (d) assist Telstra to comply with Telstra's obligations under any Privacy Law as they relate to Personal Information;
- (e) take such steps as are reasonable in the circumstances to ensure that the Personal Information it uses or discloses in providing the Supplies is up-to-date, complete and relevant having regard to the nature of the Supplies;
- (f) ensure that any person to whom the Supplier discloses Personal Information is aware of and complies with the Supplier's obligations under 0; and
- (g) not do any act, engage in any practice, or omit to do any act or engage in any practice that:
  - (1) would result in a breach of a Privacy Law if the Privacy Law applied to those things done, engaged in or omitted to be done by the Supplier; or
  - (2) would cause Telstra to breach or be taken to breach a Privacy Law.

G6.9

[REDACTED]

G6.10 **Data Security Requirements:** The Supplier must:

[REDACTED]

G6.11

**Data Breaches:**

G6.12

Risk allocation

G7.1

**Mutual indemnities:** Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) and the Indemnified Party's Personnel (including in the case of Telstra, the Telstra Group Entities and their Personnel) (together **Indemnified Persons**) against all Loss suffered or incurred by the Indemnified Persons arising in connection with:

- (a) any fraudulent or unlawful act or omission of the Indemnifying Party or its Personnel;
- (b) any death or personal injury caused or contributed to by any act or omission of the Indemnifying Party or its Personnel;

- (c) any damage to or loss or destruction of real or personal property caused or contributed to by any act or omission of the Indemnifying Party or its Personnel;
- (d) any breach of confidentiality obligations by the Indemnifying Party or its Personnel;
- (e) an Infringement Claim,

except to the extent that the Loss is directly attributable to the negligence or wrongful act or omission of the Indemnified Person.

**G7.2 Supplier indemnity for privacy or Telstra Data breaches:** The Supplier indemnifies the Telstra Indemnified Persons against all Loss suffered or incurred by the Telstra Indemnified Persons arising in connection with any breach of obligations relating to privacy or Telstra Data by the Supplier or its Personnel (including any breach that results in loss or corruption of the Telstra Data), except to the extent that the Loss is directly attributable to the negligence or wrongful act or omission of the Telstra Indemnified Persons.

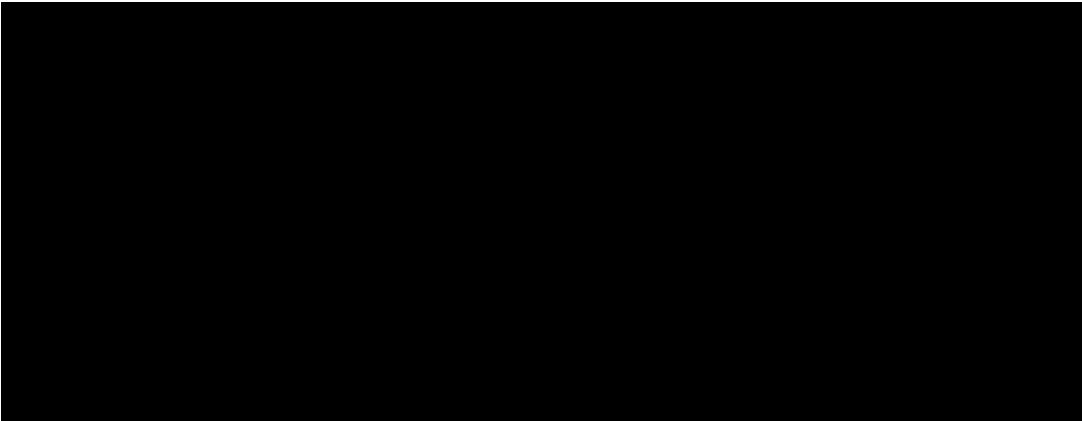
**G7.3 Infringement Claims:** An **Infringement Claim** is:

- (a) where the Supplier is the Indemnifying Party, any Claim by a third party that the provision of the Supplier IP, the Third Party IP, the Supplies, or any modifications and enhancements to the Telstra Material made by or on behalf of the Supplier under this agreement or their enjoyment or use in accordance with this agreement infringe the Intellectual Property Rights of that third party; or
- (b) where Telstra is the Indemnifying Party, any Claim by a third party that the provision of the Telstra IP (other than any modifications and enhancements to the Telstra Material made by or on behalf of the Supplier under this agreement) or its enjoyment or use in accordance with this agreement infringes the Intellectual Property Rights of that third party.

**G7.4 Conduct of Infringement Claims:** If an Infringement Claim is made:

- (a) the Indemnified Party must promptly notify the Indemnifying Party of the Infringement Claim and will provide assistance at the Indemnifying Party's expense for the purposes of managing the Infringement Claim as reasonably requested by the Indemnifying Party;
- (b) the Indemnifying Party is responsible for, and subject to G7.4(c) will have the right solely to control, the defence and settlement of the Infringement Claim, provided that the Indemnifying Party must:
  - (1) update, and consult with, the Indemnified Party about the progress of the Infringement Claim;
  - (2) not settle the Infringement Claim in a manner that does not unconditionally release the Indemnified Party, or on terms that require the Indemnified Party to do or cease doing anything, without the Indemnified Party's prior written consent; and
  - (3) not agree to any terms of settlement of any Infringement Claim which relate to acts, omissions, acknowledgements or representations of the Indemnified Party without the Indemnified Party's prior written consent; and
- (c) if the Indemnifying Party fails to respond to, defend or oppose any Infringement Claim in accordance with this G7.4 following 10 Business Days' notice from the Indemnified Party, the Indemnified Party may participate in the defence of the Infringement Claim at the Indemnifying Party's expense.

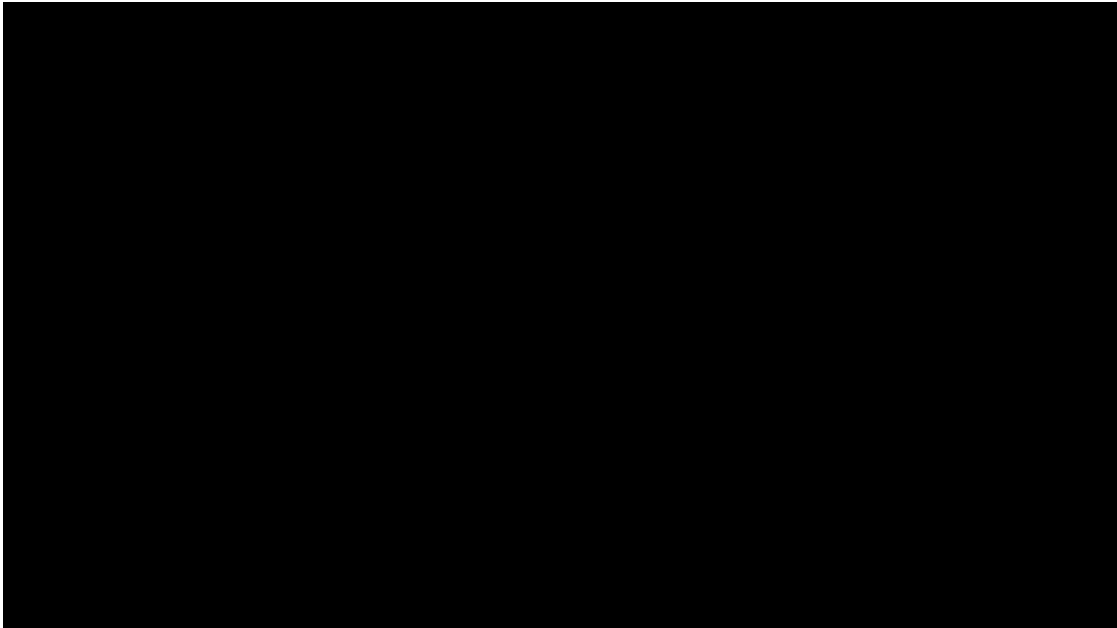
**G7.5 Infringement Claims and Supplies:** If an Infringement Claim is made

- G7.6 **Liability cap:** Subject to G7.8, the aggregate liability of a party for Loss suffered or incurred by the other party arising out of or in connection with this agreement (whether under statute, in contract or in tort, including for negligence, or otherwise) is limited to the Liability Cap Amount.
- G7.7 **Exclusion of Consequential Loss:** Subject to G7.8, a party is not liable for any Loss suffered or incurred by the other party in connection with this agreement that does not arise naturally (that is, according to the usual course of things) from the event giving rise to the Loss (**Consequential Loss**). For the purpose of this agreement, the following are not Consequential Loss:
- (a) costs of assessing, remedying, responding to or mitigating a Defect or a breach of this agreement (including the costs of replacing, repairing or recreating any Materials or other assets that have been lost, destroyed or damaged as a consequence of the breach);
  - (b) holding costs resulting from a breach of this agreement;
  - (c) costs of notifying, communicating or compensating customers or other third parties affected by a breach of this agreement;
  - (d) third party claims resulting from a breach of this agreement;
  - (e) fines or penalties resulting from any breach of Law as a result of a breach of this agreement;
  - (f) costs of any corrective action undertaken by a party further to a regulatory action or notice to comply as a result of a breach of this agreement; or
  - (g) time and related expenses and overhead (including travel, lodging, wages) for Personnel who are working on corrective actions as a result of a breach of this agreement.
- G7.8 **Exceptions:** The limitations and exclusions in G7.6 and G7.7 do not apply to a party's liability for Loss suffered or incurred by the other party in respect of:
- (a) fraud or other unlawful acts;
  - (b) death or personal injury;
  - (c) damage to or loss or destruction of real or personal property;
  - (d) any Infringement Claim;
  - (e) breach of an obligation of confidentiality; and
  - (f) in the case of the Supplier, breach of an obligation in relation to privacy or Telstra Data.
- G7.9 
- G7.10 **Force Majeure Events:** A party will not be liable for any failure or delay in the performance of its obligations under this agreement (other than any obligations in relation to business continuity, back-up or disaster recovery) to the extent such failure or delay is caused by a Force Majeure Event, provided:
- (a) that party promptly advises the other party of the details of the Force Majeure Event, and its likely effect on the performance of its obligations under this agreement;
  - (b) that party takes all steps reasonably necessary to recommence performance of the affected obligations and minimise the delay caused by the Force Majeure Event; and
  - (c) to the extent that the provision of any Supply is suspended as the result of any Force Majeure Event, Telstra will not be obliged to pay any Fees for the Supply during the period of the suspension.


## GENERAL

- G8.1 **Records:** The Supplier must keep complete records and books of accounts relating to the performance of the Supplier's obligations under this agreement for the Term and for seven years after termination or expiry of this agreement.
- G8.2 **Governance:** The Supplier must participate in the governance process and provide the governance reports set out in the Commercial Terms.


G8.3



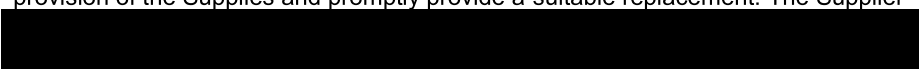
- G8.4 **Rectification of non-compliance:** If Telstra identifies, whether through an audit or otherwise, that the Supplier is not complying with its obligations, the Supplier must promptly following notice of the non-compliance:

- (a) remedy the non-compliance and ensure that it does not occur again, and following this demonstrate to Telstra's reasonable satisfaction that the non-compliance has been remedied and will not occur again; and
- (b) if directed by Telstra, suspend the performance of all or part of the Supplier's obligations that are affected by the non-compliance (in which case, 

- G8.5 **Supplier Personnel:** The Supplier must:

- (a) ensure that the Supplier Personnel have the necessary rights, qualifications, skills and experience to carry out the Supplier's obligations under this agreement;
- (b) ensure that the Supplier Personnel are aware of and comply with the Supplier's obligations under this agreement;
- (c) 
- (d) promptly notify Telstra if any of the Supplier Personnel are unable to undertake work in respect of the Supplies and provide a suitable replacement.

- G8.6 **Removal and replacement of Supplier Personnel:** If in Telstra's reasonable opinion a Supplier Personnel is not performing any of the Supplier's obligations in a satisfactory manner:

- (a) Telstra may notify the Supplier requesting such Supplier Personnel be replaced; and
- (b) upon receipt of such notice, the Supplier must stop using that Supplier Personnel in the provision of the Supplies and promptly provide a suitable replacement. The Supplier 

- G8.7 **Subcontracting:** The Supplier must not subcontract the provision of the Supplies or allow an Approved Subcontractor to further subcontract the provision of the Supplies without Telstra's prior written consent. The Supplier will be responsible for all acts and omissions of its subcontractors as if they were the acts and omissions of the Supplier itself.

- G8.8 **Separate agreements between** 



- (b) If, within five Business Days of a request under G8.8(a), the Supplier demonstrates that:

then the Supplier must negotiate in good faith to enter into an agreement with that

G8.9 **Purchase Orders**

The following conditions will apply in relation to each

- (a) the Term of the will commence on the date of the applicable Purchase Order by which it was created and will continue until all Supplies required under the Purchase Order have been completed;

- (b) subject to G8.9(g),

- (c) any liability of the Supplier to Telstra or to the Receiving Entity (whether in contract, tort including negligence, or otherwise) under or in connection with this agreement or under or in connection with the will count towards any aggregate liability caps that apply under this agreement or under any

- (f) if there is any change to the terms of this agreement (other than changes brought about by the issue of Purchase Orders or SOWs), there will at the same time be deemed to be an equivalent change to the terms of the and

- (g)



## GENERAL

G8.10 **Notification of conflicts:** The Supplier must promptly notify Telstra of any Insolvency Event it suffers or any actual or potential Conflict of Interest of which it becomes aware. The Supplier must use reasonable endeavours to avoid Conflicts of Interest and resolve any Conflicts of Interest which arise.

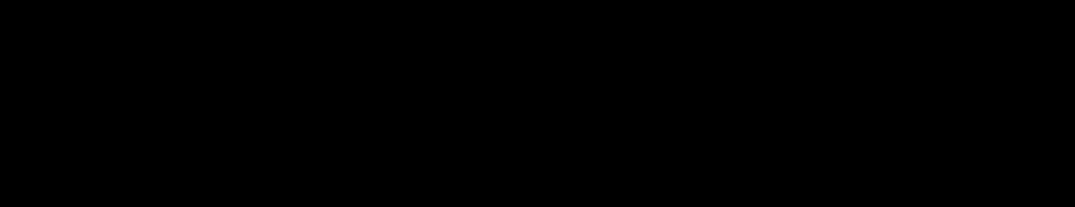
G8.11 **Dispute resolution:** If either party considers that a dispute has arisen in connection with this agreement (**Dispute**) it may issue a notice to the other party, setting out reasonable details of the Dispute (**Dispute Notice**) following which the parties must promptly hold good faith discussions between the Supplier Representative (or their nominee) and the Telstra Representative (or their nominee), to attempt to resolve the Dispute. Neither party may commence legal proceedings in relation to the Dispute unless:

- (a) the purpose of the proceedings is to seek urgent injunctive or declaratory relief; or
- (b) despite following the procedures set out in this clause, the parties have been unable to resolve the Dispute within 20 Business Days of the date that the applicable Dispute Notice was received; and

Each party must continue to perform its obligations under this agreement notwithstanding the existence of any unresolved Dispute.

### Termination

G9.1



G9.2 **Termination for cause:** A party may terminate this agreement, in whole or in part (including any one or more Purchase Orders or Statements of Work), by notice to the other party if the other party:

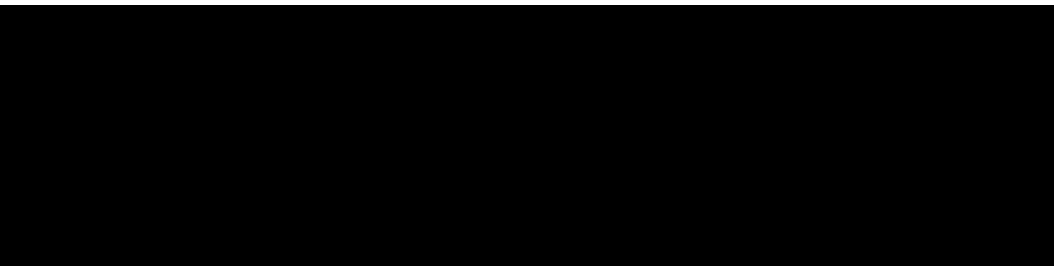
- (a) commits a material breach of this agreement that is capable of remedy, and has not remedied that breach within 20 Business Days after receipt of notice of that breach;
- (b) commits a material breach of this agreement that is not capable of remedy; or
- (c) suffers an Insolvency Event.

A material breach of this agreement includes a material breach in respect of individual or particular Supplies or a particular SOW or Purchase Order.

G9.3 **Other termination rights:** Telstra may terminate this agreement, in whole or in part (including any one or more Purchase Orders or Statements of Work), by notice to the Supplier if:

- (a) the Supplier is prevented or delayed in providing the Supplies or performing its obligations under this agreement for more than 30 Business Days due to a Force Majeure Event;
- (b) the Supplier undergoes a change of Control, and Telstra has not consented in writing to that change of Control; or
- (c) the Supplier is subject to a Conflict of Interest and fails to resolve the Conflict of Interest to Telstra's reasonable satisfaction within 30 Business Days after receipt of notice of that Conflict of Interest.

G9.4



G9.5 **Consequences of termination and expiry:** On expiry or termination in whole or in part of this agreement for any reason:

- (a) Telstra will only be liable to pay the Supplier for Supplies completed by the effective date of termination and may recover from the Supplier any money paid to it for Supplies not completed by this date;

## GENERAL

- (b) the parties must return Confidential Information in accordance with G6.4;
- (c) on request by Telstra, the Supplier must remove from Telstra's premises all of the Supplier's Personnel and equipment; and
- (d) the Supplier must perform agreed disengagement activities.

On termination of this agreement in whole or in part

- G9.6 **Survival:** The rights, obligations and indemnities in G2.6, G5.2, G5.3, 0, 0, G8.1, G8.3, G8.11 and G9.5 and any other obligations which are expressed to, or by their nature, survive expiry or termination of this agreement, will survive the termination or expiry of this agreement. The expiry or termination of this agreement does not affect any rights which accrued before the date of expiry or termination.

### General

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- G10.1 **Notices:** A notice under this agreement must be in writing and given to its recipient:
- (a) by hand at the nominated address;
  - (b) by registered post to the nominated address (which will be regarded as received on the second Business Day after the date of posting); or
  - (c) by email (which will be regarded as received on the second Business Day after the date of sending). When a Dispute Notice, or a notice of termination or breach given under this agreement, is given by email a copy must also be given by hand or pre-paid post.
- G10.2 **Assignment:** Neither party may assign, novate or otherwise transfer any of its rights or obligations arising out of or under this agreement to another person without the other party's prior written approval (which will not be unreasonably withheld), except that Telstra may do so to another Telstra Group Entity without the Supplier's approval. Any purported assignment, novation or other transfer in breach of this clause will be of no effect.
- G10.3 **Entire agreement:** This agreement represents the entire agreement between the parties in relation to the Supplies and supersedes all prior discussions, negotiations, understandings and agreements in relation to the Supplies.
- G10.4 **Governing law and jurisdiction:** This agreement will be governed by the Laws of the State of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria, Australia and courts of appeal from them in respect of any proceedings arising in connection with this agreement.
- G10.5 **Variation and waiver:** A provision of this agreement, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party or parties to be bound.
- G10.6 **Severability:** If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
- G10.7 **Further action:** Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this agreement and the transactions contemplated by this agreement.
- G10.8 **Counterparts:** This agreement may be executed in any number of counterparts which, when taken together, constitute one instrument.
- G10.9 **Relationship of the parties:** The relationship between Telstra and the Supplier is that of principal and independent contractor. The Supplier must not represent itself, and must ensure that its Representatives do not represent themselves, as employees or agents of Telstra.
- G10.10 **Exercise of rights:** The rights, powers, and remedies of a party provided in this agreement are cumulative with, and not exclusive of, any right, power, or remedy provided by Law. It is not necessary for a party to incur expense or make payment before enforcing an indemnity under this agreement.

### Structure and interpretation

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- G11.1 **Order of precedence:** This agreement is comprised of the following documents. Subject to G11.2, the document higher in the list prevails in the event of inconsistency between the documents.

Precedence	Document	Description
1 (highest)	Head Terms	Sets out the general rights and obligations of the parties in respect of the Supplies.
2	Commercial Terms	Sets out commercial terms for the Supplies.
3	Any Statements of Work signed by the parties	Sets out the scope of Supplies and additional commercial terms required for particular purposes.
4	Any Purchase Orders issued by Telstra	Sets out an order for Supplies.
5, 6, 7 and 8	A document expressly incorporated by reference in 1, 2, 3 or 4 (respectively).	

## G11.2 **Agreed inconsistent terms in SOWs and Purchase Orders:**

- (a) Subject to G11.2(b), where a provision in a SOW or Purchase Order is inconsistent with a provision in the Head Terms or Commercial Terms, that provision will prevail over the inconsistent Head Term or Commercial Term only in relation to that SOW or Purchase Order and only where it clearly:
  - (1) states that the parties have agreed to a provision that is inconsistent with the Head Terms or Commercial Terms (as applicable); and
  - (2) identifies the provision in the Head Terms or Commercial Terms (as applicable) with which it is inconsistent.
- (b) In the event of any inconsistency, 0, 0, 0 and 0 will always prevail over any term in a SOW or a Purchase Order.

## G11.3 **Interpretation:** In this agreement:

- (a) references to days mean calendar days;
- (b) references to a person includes an individual, partnership, joint venture, association, firm or a body, whether incorporated or unincorporated;
- (c) headings, bold type and square brackets are for convenience only and will not affect interpretation of this Agreement;
- (d) words in the singular include the plural and words in the plural include singular, according to the requirements of the context;
- (e) a reference to a clause, part or attachment is a reference to a clause, part or attachment to this agreement;
- (f) a reference to a legislation or other Law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to any of the words “include”, “includes” and “including” is read as if followed by the words “without limitation”;
- (h) where a word or phrase is given a particular definition, other parts of speech and grammatical forms of that word or phrase in this agreement will have a corresponding meaning;
- (i) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;
- (j) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (k) in addition to the meaning given in the GST Act, the term “GST” includes a notional liability for GST;
- (l) a reference to a document includes all amendments, supplements, replacements or novations of that document; and
- (m) a reference to any party includes that party’s executors, administrators, substitutes, successors and permitted assigns.

## Definitions

Term	Meaning
<b>Acceptance Certificate</b>	has the meaning given in G2.8(a).
<b>Acceptance Criteria</b>	has the meaning given in G2.8.
<b>Acceptance Test</b>	has the meaning given in G2.8.
<b>Approved Subcontractor</b>	a subcontractor approved by Telstra.
<b>Business Day</b>	any day other than a Saturday, Sunday or public holiday observed in Melbourne, Victoria, Australia.
<b>Claim</b>	any allegation, debt, cause of action, liability, claim, proceeding, suit or demand.
<b>Commencement Date</b>	the date specified as such in the Commercial Terms.
<b>Commercial Terms</b>	the provisions set out in Schedule 1.
<b>Confidential Information</b>	has the meaning given in G6.1.
<b>Conflict of Interest</b>	<ol style="list-style-type: none"> <li>1 any Claim against or in any way involving the Supplier or a Related Body Corporate of the Supplier or their respective Personnel, which may adversely affect the ability of the Supplier to provide the Supplies to Telstra in accordance with this agreement; or</li> <li>2 the supply or proposed supply of goods or services by the Supplier in a manner and to an extent that may adversely affect the ability of the Supplier to provide the Supplies to Telstra in accordance with this agreement.</li> </ol>
<b>Consequential Loss</b>	has the meaning given in G7.7.
<b>Control</b>	<p>of an entity includes the power to directly or indirectly:</p> <ol style="list-style-type: none"> <li>1 determine the management or policies of the entity;</li> <li>2 control the membership of the board or other governing body of the entity; or</li> <li>3 control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the entity,</li> </ol> <p>regardless of whether the power is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.</p>
<b>Data Breach</b>	<p>any actual, apparent, suspected or anticipated:</p> <ol style="list-style-type: none"> <li>1 impairment, compromise or damage to the confidentiality, reliability, integrity, value or assurance of Telstra Data;</li> <li>2 flaw or vulnerability of any kind in the security controls or other measures used to protect Telstra Data;</li> <li>3 misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Telstra Data; or</li> <li>4 breach of the Supplier's obligations relating to any Telstra Data under this agreement.</li> </ol>
<b>Data Security Requirements</b>	the data security requirements set out in the Commercial Terms and Telstra Policies relating to security.
<b>Defect</b>	any characteristic that makes the whole or any part of the Supplies inoperable or inconsistent with the Specifications.
<b>Disaster</b>	the occurrence of one or more events which materially adversely affects the provision of Supplies.
<b>Dispute</b>	has the meaning given in G8.11.
<b>Dispute Notice</b>	has the meaning given in G8.11.

## GENERAL

<b>Documentation</b>	the documentation described in the Commercial Terms and any documentation provided to Telstra under this agreement or that is made generally available by the Supplier in connection with the Supplies.
<b>Extension Period</b>	the period specified as such in the Commercial Terms.
<b>Fees</b>	the fees expressly set out in this agreement.
<b>Force Majeure Event</b>	any circumstance not within the reasonable control of the affected party, to the extent that the circumstance, or its effect upon the affected party, could not have been avoided, prevented or circumvented despite the exercise of reasonable diligence by the party. A failure by a subcontractor will not be a Force Majeure Event unless the subcontractor's failure is itself caused by a Force Majeure Event.
<b>Head Terms</b>	the following provisions: <ol style="list-style-type: none"> <li>1 General (clauses identified with the letter G);</li> <li>2 Software (clauses identified with the letter L);</li> <li>3 Hardware (clauses identified with the letter H);</li> <li>4 Maintenance and Support (clauses identified with the letter M); and</li> <li>5 Resale (clauses identified with the letter R).</li> </ol>
<b>Indemnified Party</b>	has the meaning given in G7.1.
<b>Indemnified Person</b>	has the meaning given in G7.1.
<b>Indemnifying Party</b>	has the meaning given in G7.1.
<b>Infringement Claim</b>	has the meaning given in G7.3.
<b>Initial Period</b>	the period specified as such in the Commercial Terms.
<b>Insolvency Event</b>	in relation to a party ( <b>Insolvent Party</b> ) means any one of the following: <ol style="list-style-type: none"> <li>1 the Insolvent Party ceases or takes steps to cease to conduct its business in the normal manner;</li> <li>2 the Insolvent Party enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;</li> <li>3 the Insolvent Party is unable to pay its debts when they are due or is deemed under the <i>Corporations Act 2001</i> (Cth) to be insolvent;</li> <li>4 a liquidator or provisional liquidator is appointed to the Insolvent Party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of the Insolvent Party;</li> <li>5 an application or order is made or a resolution is passed for the winding up of the Insolvent Party; or</li> <li>6 any act or event analogous or having a substantially similar effect to any of the events specified in paragraphs 1 to 5 of this definition.</li> </ol>
<b>Intellectual Property Rights</b>	<ol style="list-style-type: none"> <li>1 all industrial and intellectual property rights throughout the world, including all: <ol style="list-style-type: none"> <li>a. copyright and analogous rights;</li> <li>b. rights in relation to inventions or discoveries, including patent rights;</li> <li>c. designs;</li> <li>d. circuit layouts; and</li> <li>e. trade names, brand names and registered or unregistered trade marks, including service marks; and</li> </ol> </li> <li>2 moral rights.</li> </ol>
<b>Law</b>	any law, including any common law, equity, statute, regulation, proclamation, ordinance, by-law, mandatory code of conduct, writ, judgment and any award or other industrial instrument.

## GENERAL

<b>Liability Cap Amount</b>	the amount calculated in accordance with clause 1 (General) of the Commercial Terms.
<b>Loss</b>	loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs on a full indemnity basis.
<b>Material</b>	software, firmware, tools, documentation, reports, data, diagrams, procedures, plans and other materials.
<b>Ordering Period</b>	has the meaning given in G1.1(a).
<b>Personal Information</b>	<p>1 information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not; and</p> <p>2 information or a document that relates to the affairs or personal particulars of another person (such as a company or a business),</p> <p>which is received or learnt by a party from any source as a consequence of or in the performance of its rights and obligations under this agreement.</p>
<b>Personnel</b>	a party's employees, secondees, directors, officers, contractors, professional advisers and agents.
<b>Privacy Laws</b>	the <i>Privacy Act 1988</i> (Cth), the <i>Spam Act 2003</i> (Cth), the <i>Telecommunications Act 1997</i> (Cth), any registered APP Code that binds a party, the Privacy Policy issued by Telstra (available at: <a href="http://www.telstra.com.au/privacy">www.telstra.com.au/privacy</a> ), and any other Laws, industry codes and policies relating to the handling of Personal Information.
<b>Purchase Order</b>	a purchase order issued by Telstra.
<b>Purchasing Approach</b>	the purchasing approach set out in the Commercial Terms, as may be updated on notice from Telstra to the Supplier.
<b>Related Body Corporate</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
<b>Required Date</b>	has the meaning given in G2.11.
<b>Service Credits</b>	has the meaning given in G2.9.
<b>Service Levels</b>	the service levels (if any) in respect of the Supplies set out in the Commercial Terms.
<b>Specifications</b>	the specifications for each of the Supplies set out in this agreement or in any Documentation.
<b>Statement of Work or SOW</b>	a statement of work agreed between the parties.
<b>Supplier Materials</b>	all Materials provided by or on behalf of the Supplier in connection with this agreement, other than the Third Party Materials.
<b>Supplies</b>	the items, deliverables, and services provided or required to be provided by the Supplier to Telstra under and in accordance with this agreement.
<b>Supplier IP</b>	has the meaning given in G5.2.
<b>Supplier Locations</b>	the locations from which the Supplier is authorised to provide the Supplies, as set out in the Commercial Terms.
<b>Supplier Personnel</b>	all Personnel of the Supplier and of the Approved Subcontractors.
<b>Supplier Representative</b>	The Supplier representative named in clause 1 (General) of the Commercial Terms (or any replacement representative that the Supplier notifies to Telstra).
<b>Taxes</b>	taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by Law or government authority or agency other than GST or any tax imposed on, or calculated having regard to, net income.

## GENERAL

<b>Telstra Data</b>	<p>data of any kind of a Telstra Group Entity or of any customer or supplier of a Telstra Group Entity (other than the Supplier) that the Supplier accesses, stores or handles in the course of providing the Supplies, and includes all data that is:</p> <ol style="list-style-type: none"><li>1 Personal Information;</li><li>2 Telstra's Confidential Information; or</li><li>3 corporate proprietary or financial information.</li></ol>
<b>Telstra Group Entity</b>	<p>any of the following entities:</p> <ol style="list-style-type: none"><li>1 Telstra;</li><li>2 a Related Body Corporate of Telstra;</li><li>3 a body corporate, trust, unincorporated joint venture or other business association controlled by Telstra or a Related Body Corporate of Telstra; or</li><li>4 an unincorporated joint venture or business association controlled by Telstra or a Related Body Corporate of Telstra.</li></ol> <p>For the purposes of paragraphs 3 and 4 above, one body corporate will be deemed to control another when at the relevant time it has a shareholding, equity or participation interest of at least 30%.</p>
<b>Telstra Indemnified Persons</b>	Telstra, the Telstra Group Entities, and their Personnel.
<b>Telstra Inputs</b>	the items identified as 'Telstra Inputs' in the Commercial Terms.
<b>Telstra IP</b>	has the meaning given in G5.1.
<b>Telstra Materials</b>	all Materials provided by or on behalf of Telstra to the Supplier in connection with this agreement, including the Telstra Data and Telstra Inputs.
<b>Telstra Policies</b>	<ol style="list-style-type: none"><li>1 the Telstra Policies listed in clause 1 (General) of the Commercial Terms; and</li><li>2 any policies provided or made available to the Supplier by Telstra on and from 20 Business Days after the policy is provided or made available.</li></ol>
<b>Telstra Representative</b>	the Telstra representative named in clause 1 (General) of the Commercial Terms (or any replacement representative that Telstra notifies to the Supplier).
<b>Telstra System</b>	any system owned or operated by or on behalf of Telstra.
<b>Telstra Termination Delegate</b>	the person identified as such in the Commercial Terms (or any replacement delegate that Telstra notifies to the Supplier).
<b>Telstra Third Parties</b>	Telstra's third party contractors and service providers.
<b>Term</b>	has the meaning given in G1.1.
<b>Termination Without Cause Notice Period</b>	has the meaning given in the Commercial Terms.
<b>Third Party IP</b>	has the meaning given in G5.3(a).
<b>Third Party Materials</b>	all Materials provided by or on behalf of the Supplier in connection with this agreement the Intellectual Property Rights in which are owned by a third party.

# SOFTWARE

## L1 Supply of Software

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The Supplier must provide the software identified in the Commercial Terms (**Software**), and the Documentation, in the manner specified in the Commercial Terms (**Method of Supply**) by the Required Date specified in the Commercial Terms.

## L2 Licence to Software

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- (a) On and from the date on which the Supplier provides the Software, the Supplier grants to Telstra a licence, as further described in the Commercial Terms, to:
  - (1) use, and to allow the other Telstra Group Entities and Telstra Third Parties to use, the Software and the Documentation;
  - (2) make as many copies of the Software as permitted by the Commercial Terms and as otherwise required for backup, testing, security and archival purposes at no additional charge; and
  - (3) make as many copies of the Documentation as reasonably necessary to make full use of the Software and for backup, testing, disaster recovery, security and archival purposes at no additional charge.
- (b) The licence terms set out in L2(a) apply in relation to the Software and Documentation in place of the licence terms that apply to Supplier IP and Third Party IP in the General Terms (though those terms continue to apply to all other Supplies).
- (c) Telstra will not remove or alter any of the Supplier's notices that appear on the Software or Documentation.
- (d) Except as otherwise permitted under this agreement or any Law, Telstra will not rent, lease, reverse engineer, decompile or disassemble the Software.
- (e) Where the licence to use the Software and Documentation is for a fixed term, Telstra may retain and continue to use one copy of the Software and Documentation after the expiry of that term or earlier termination of this agreement for archival, regulatory compliance and audit purposes.
- (f) Telstra may move the Software between machines or platforms at no additional cost.
- (g) Where the licence to use the Software is restricted by reference to a quantity limitation and Telstra makes changes to the machines or platforms on which the Software is installed, for a grace period of 60 Business Days Telstra may create and use such additional copies of the Software as necessary to effect such a change. The Supplier must not unreasonably refuse to extend that grace period.

## L3 Documentation

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- (a) The Supplier must provide Telstra with Documentation containing sufficient information to enable Telstra to make full use of the Software.
- (b) The Supplier must develop and maintain all Documentation on a regular basis and provide Telstra with any new or updated Documentation as soon as reasonably practicable.
- (c) Where the Documentation is or becomes inaccurate or incomplete, the Supplier must correct such Documentation and deliver to Telstra the corrected Documentation within 10 Business Days.

## L4 Defect warranty

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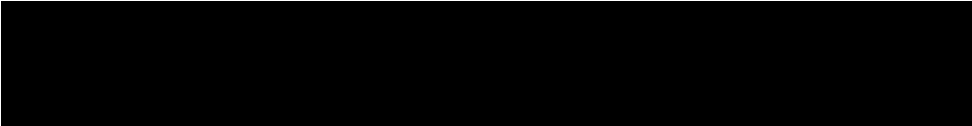
- (a) If Telstra notifies the Supplier, or the Supplier becomes aware, of any Defect in any Software during the warranty period identified in the Commercial Terms in respect of that Software (**Software Warranty Period**), then the Supplier must rectify any such Defect as soon as practical and, in any event, within the Service Levels.
- (b) If the Supplier does not rectify the Defect in accordance with L4(a) then Telstra may, itself or through a third party, rectify such Defect and the Supplier must reimburse the reasonable costs of such rectification on request by Telstra.



# HARDWARE

## H1 Supply of Hardware

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- (a) The Supplier must:
  - (1) deliver the hardware identified in the Commercial Terms (**Hardware**) and the Documentation to the location specified in the Commercial Terms (**Place of Delivery**); and
  - (2) deliver the Hardware and Documentation in the manner specified in the Commercial Terms within the delivery lead time specified in the Commercial Terms,  
**(Delivery)**.
- (b) Title to and risk in any Hardware and any replacement parts or Hardware provided by the Supplier passes to Telstra free of any encumbrances on Delivery to the Place of Delivery.
- (c) 
- (d) The Supplier must ensure that the Hardware is packed, marked and labelled in accordance with all applicable Laws and the requirements in the Commercial Terms.
- (e) The Supplier must comply with the evolution and obsolescence protection requirements specified in the Commercial Terms.

## H2 Documentation

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- (a) The Supplier must provide Telstra with Documentation containing sufficient information to enable Telstra to make full use of the Hardware.
- (b) Where the Documentation is or becomes incomplete or inaccurate, the Supplier must correct such Documentation and deliver to Telstra the corrected Documentation as soon as reasonably practicable.

## H3 Quality

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The Supplier must:

- (a) ensure that all Hardware, and any repaired, modified or replaced components of Hardware, are:
  - (1) new, or of a quality equivalent to new, components; and
  - (2) comply with the Specifications;
- (b) promptly respond to any complaints from Telstra concerning the Hardware; and
- (c) maintain records relating to failure and repair of Hardware for the term of this agreement and any applicable warranty period identified in the Commercial Terms (**Hardware Warranty Period**) in a format agreed by the parties, and provide Telstra with a copy of those records on request by Telstra.

## H4 Partial or Defective Hardware

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- (a) Where some or all of the Hardware is not Delivered in compliance with this agreement or are Defective at the time of Delivery, Telstra may:
  - (1) accept the non-compliant or Defective Hardware, provided that the Supplier remedies such non-compliance or Defect within the timeframe agreed between the parties; or
  - (2) reject any non-compliant or Defective Hardware but accept Delivery of the remainder of the Hardware ordered with the Defective Hardware, and either require re-Delivery of the rejected Hardware or terminate this agreement in part in respect the rejected Hardware.

- (b) For any Hardware that Telstra rejects:
  - (1) Telstra will return the Hardware to the Supplier at the Supplier's cost; and
  - (2) title to and risk in the Hardware will revert to the Supplier when the Hardware is delivered to a carrier for return.

### H5 Defect warranty

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- (a) If Telstra notifies the Supplier, or the Supplier becomes aware, of any Defect in any Hardware during the Hardware Warranty Period, then the Supplier must rectify any such Defect as soon as practical and, in any event, in accordance with the Service Levels.
- (b) If the Supplier does not rectify the Defect in accordance with H5(a) then Telstra may, itself or through a third party, rectify such Defect and the Supplier must reimburse the reasonable costs of such rectification on request by Telstra.

### H6 Forecasts and buffer stock

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- (a) Telstra may elect to provide regular forecasts (**Forecasts**) of its anticipated demand for any of the Hardware in accordance with the Commercial Terms.
- (b) Any Forecasts Telstra provides are indicative only, and are not a commitment to purchase the forecast amounts. Telstra will not be liable for any failure to place orders in accordance with a Forecast.
- (c) If the Commercial Terms specify a quantity of Hardware that the Supplier must maintain in order to meet Telstra's anticipated demand for that Hardware (**Buffer Stock**), the Supplier must maintain the Buffer Stock.

## MAINTENANCE AND SUPPORT

### M1 Supply of Maintenance and Support

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On and from the date specified in the Commercial Terms (**Maintenance and Support Commencement Date**), the Supplier must perform the maintenance and support obligations described in these Maintenance and Support Terms (**Maintenance and Support**) in respect of the Supplies identified in the Commercial Terms (**Maintained Supplies**) in accordance with this agreement.

### M2 Objectives

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Maintenance and Support must be designed and implemented:

- (a) to the extent possible, to identify and rectify Defects in the Maintained Supplies before they affect the Telstra Group Entities or their customers;
- (b) to minimise the impact of Defects in the Maintained Supplies on the Telstra Group Entities and their customers;
- (c) to prolong the life of the Maintained Supplies; and
- (d) to achieve progressive annual reductions in Telstra's costs of ownership and maintenance of the Maintained Supplies.

### M3 Help Desk

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- (a) During the hours specified in the Commercial Terms (**Maintenance and Support Hours**), the Supplier must make available the help desk facility described in the Commercial Terms (**Help Desk**) to enable:
  - (1) the Supplier to respond to requests made to the Help Desk;
  - (2) the Supplier to respond to technical and user questions relating to the Maintained Supplies; and
  - (3) Telstra to report to the Supplier Defects of which it becomes aware, each in accordance with the Service Levels.
- (b) When reporting a Defect to the Supplier, Telstra must provide any information relating to that Defect reasonably requested by the Supplier.

### M4 Defects

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- (a) Defects will be classified by Telstra according to the classifications set out in the Commercial Terms. Telstra may reclassify a Defect by notice to the Supplier if the impact or importance of the Defect changes.
- (b) When a Defect is reported to the Supplier, or when the Supplier becomes aware of a Defect, the Supplier must:
  - (1) **respond** – notify Telstra in accordance with the Defect notification procedure agreed between the parties;
  - (2) **restore** – restore the Maintained Supplies affected by the Defect (which may include the provision of a workaround or alternative procedure to address the Defect, provided that this does not adversely affect the Maintained Supplies and the Supplier uses its best endeavours to limit the use of workarounds); and
  - (3) **rectify** – permanently fix the Defect,in each case within the timeframes specified in the Service Levels. Each workaround and fix will be deemed to form part of the Supplies, and the Supplier must provide such information about the workaround or fix as reasonably requested by Telstra.
- (c) The Supplier will not be responsible for a failure to meet a Service Level to the extent that the failure arises directly from any:
  - (1) service reduction approved in writing by Telstra, despite notice from the Supplier that such reductions would result in that failure; or

- (2) errors caused by any modification or translation of the Maintained Supplies that was not authorised by or on behalf of the Supplier or contemplated by this agreement.

### M5 Third party warranties

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If any Maintained Supplies are covered (in whole or in part) under a warranty from a third party, the Supplier must ensure that Telstra has, and that the Supplier makes use of, the benefits offered by that warranty.

### M6 Releases

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- (a) The Supplier must offer any improvements to, or extensions of, the existing functionality or performance of any software or firmware that forms part of the Supplies (each a **Release**) promptly after they become available and, if requested by Telstra, provide any information relating to that Release reasonably requested by Telstra.
- (b) If Telstra notifies the Supplier that it wishes to use a Release:
  - (1) the Supplier must deliver the Release at no additional charge;
  - (2) the Fees will not be increased; and
  - (3) that Release will be deemed to be part of the Maintained Supplies and provided on the same terms as those Maintained Supplies.
- (c) Telstra is not obliged to accept a Release. Where Telstra notifies the Supplier that it does not wish to use a Release, the Supplier must continue to provide Maintenance and Support in relation to the existing Maintained Supplies.

### M7 Documentation

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The Supplier must amend or substitute the Documentation in order to address and adequately explain any implications of:

- (a) any substitution or modification of the Maintained Supplies; and
- (b) any rectification of an error in the Maintained Supplies,

as soon as reasonably practicable and in any event within 10 Business Days of the date of the substitution, modification or rectification.

## RESALE

### R1 Overview of Resale Terms

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The purpose of these Resale Terms is to:

- (a) establish a relationship between the Supplier and Telstra to govern the resale of Supplies to any customer of a Telstra Group Entity (a **Customer**); and
- (b) identify the terms on which Telstra may resell the Supplies to a Customer.

### R2 Resale of Supplies

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- (a) The Supplier must provide the Supplies ordered under this agreement for the purposes of resale to Customers.
- (b) Telstra may:

(c)

(d)

### R3 Customer communication

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- (a) Except as required or permitted by Law or as set out in this agreement, the Supplier

### R4 Customer Contracts

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- (a) Where Telstra resells Supplies to a Customer, Telstra may enter into an agreement with that Customer for the provision of the Supplies (**Customer Contract**).
- (b) Telstra may include terms in a Customer Contract in respect of the Supplies:
  - (1) that are equivalent to the rights granted to, and the obligations owed to, Telstra under this agreement; and
  - (2) the performance of which are reliant on the Supplier fulfilling its obligations under this agreement,including, in particular, in the following manner:

Term / Clause	How it applies in respect of Customer Contracts
Access to Telstra environments ( <b>G2.13</b> )	a reference to Telstra, Telstra's premises or a Telstra System in G2.13 will also include a reference to the relevant Customer, the relevant Customer's premises or the relevant Customer system (as applicable) and the Supplier must comply with the obligations in G2.13 in relation to any such access.
Confidentiality, privacy and security of Telstra Data ( <b>0</b> )	in accordance with the definitions of Confidential Information, Telstra Data and Personal Information, the Supplier's obligations in 0 extend to such information and data of Customers.
Audit ( <b>G8.3</b> )	where a Customer conducts an audit of Telstra, the Supplier's obligations in G8.3 extend to the Customer's auditor as Telstra's appointee under that clause.
Licence	where any Supplies are licensed to Telstra, Telstra may grant a sub-license for those Supplies to its Customers. If Telstra's licence for the Supplies is subject to a purpose limitation defined by reference to Telstra's business, then the same purpose limitation will apply to the Customer except it will be defined by reference to the Customer's business.
(c)	The parties may agree additional requirements that apply in respect of a particular Customer Contract in a SOW or a Purchase Order.

## R5 Customer Specific Terms

Where any terms are identified in this agreement as 'Customer Specific Terms' to apply in respect of a particular Customer or Customer Contract (or both) (**Customer Specific Terms**):

- (a) those terms will apply in respect of Supplies resold to the relevant Customer or under the relevant Customer Contract; and
- (b) notwithstanding G11.1–G11.2, if any inconsistency arises between those terms and any other terms of this agreement, those terms will prevail.

## R6 Supplier End User Terms

If the Commercial Terms identify Supplier end user terms (**End User Terms**) and specify that such End User Terms will apply in respect of particular Supplies:

- (a) Telstra will use its best endeavours to incorporate terms substantially similar to the End User Terms in a Customer Contract for the resale of those Supplies; and
- (b) the End User Terms will not apply in respect of use of those Supplies by Telstra Group Entities under this agreement.

## R7 Liability and termination provisions relating to Customers

- (a) The Supplier indemnifies the Telstra Indemnified Persons against all Loss suffered or incurred by the Telstra Indemnified Persons in connection with any Claim by any Customer arising in connection with:
  - (1) any breach of this agreement by the Supplier; or
  - (2) the negligence, wrongful acts or wrongful omissions of the Supplier or its Personnel,
 except to the extent that the Loss is directly attributable to the negligence or wrongful act or wrongful omission of the Telstra Indemnified Person. No limitation or exclusion of

liability applies to any Loss suffered or incurred by the Telstra Indemnified Persons that is covered by the indemnity in this clause.

- (b) Where any Customer Contract is terminated for any reason, Telstra may terminate this agreement in relation to the whole or any parts of any Purchase Orders, Statements of Work or Supplies that are directly affected by such termination immediately by notice to the Supplier.
- (c) If this agreement expires or is terminated by the Supplier, the terms of this agreement will continue to apply and the expiry or termination will not take effect for such time as Telstra reasonably requires to complete or exercise any right to terminate any existing Customer Contract.

# COMMERCIAL TERMS

## Schedule 1

### 1 General

Telstra Details	Address for notices	[REDACTED] Melbourne, Victoria, Australia	
	Telstra Representative	[REDACTED]	
	Email	[REDACTED]	
Supplier Details	Address for notices	EyeFi Pty Ltd [REDACTED] Collingwood, Victoria 3006	
	Supplier Representative	Simon Langdon	
	Email	[REDACTED]	
Term	Commencement Date	The date this agreement is signed by the last party.	
	Initial Period	[REDACTED] from the Commencement Date.	
	Extension Period	[REDACTED]	
Supplier Locations	Location	Supplies and obligations authorised	
	Australia	All Supplies and obligations under this agreement.	
	Other locations	Where supplies are to be provided from outside Australia the prior written consent of Telstra is required.	
Termination Without Cause Notice Period	[REDACTED]		
Telstra Termination Delegate	[REDACTED]		
Approved Subcontractors	Subcontractor	Approved scope / function	
	N/A	N/A	
Liability Cap Amount	The Liability Cap Amount is the greater of: [REDACTED]		
Insurance	The Supplier must take out, keep current and produce to Telstra on request, evidence of valid and enforceable insurance policies for the following:		



## COMMERCIAL TERMS

	<b>Type of insurance</b>	<b>Duration of insurance</b>
	Professional indemnity insurance to the value of \$10 million per claim and in the annual aggregate.	From the Commencement Date until no less than 3 years after the termination or expiry of this agreement.
	Public liability insurance (on an occurrence basis) for not less than \$10 million per claim.	During the Term.
	Products liability insurance for not less than \$10 million in the annual aggregate.	During the Term.
	Workers compensation insurance in accordance with the statutory requirements of the relevant jurisdiction in which the obligations of this agreement are carried out.	During the Term.
<b>Governance</b>	<p>The Supplier will meet with Telstra (as reasonably required by Telstra) to govern and review this agreement and the Services.</p> <p>Without limiting any reporting requirements set out elsewhere in this agreement, the Supplier must:</p> <ul style="list-style-type: none"> <li>(a) provide all information reasonably required by Telstra in relation to the performance of this agreement;</li> <li>(b) provide regular progress reports on the Supplies to Telstra; and</li> <li>(c) provide such reports as are reasonably requested from Telstra from time to time, each in a form reasonably requested by Telstra.</li> </ul> <p>The Supplier must promptly notify Telstra of any matters which could have a material impact on the Supplies.</p>	
<b>Roadmap</b>	<p>The parties will meet on a calendar quarterly basis to discuss the Supplier's technology and product</p> <div style="background-color: black; height: 100px; width: 100%;"></div>	
<b>Telstra Policies</b>	<div style="background-color: black; height: 100px; width: 100%;"></div>	

## 2 Fees and payment

Fees for the Supplies	<div></div> <p>2. Customer Specific Fees As set out in the relevant SOW.</p>
Method of payment	<p>Telstra will pay invoices for the Fees in accordance with G3.3 into the Supplier's bank account as follows:</p> <div></div>
Standard rates	As set out in the relevant SOW
Approved expenses	As set out in the relevant SOW

## 3 Supplies

### 3.1 Software

Software Supplies and Specifications	s set out in the relevant SOW	
Licence to Software and Documentation	In addition to the scope described in L2 of this agreement, the licence to Software and Documentation is as follows:	
	Exclusivity	Non-exclusive.
	Term	Perpetual.
	Territory	Australia.
	Purpose	The licence may be exercised for the business purposes of Telstra and the other Telstra Group Entities (including for the purposes of the Telstra Third Parties providing services to Telstra and the Telstra Group Entities).
	Modify	Right to modify for the purpose specified in the row above.
	Copies	Unlimited.
	Sub-licence	In addition to the rights of sub-license in this agreement, Telstra may also sub-license the Software and Documentation to [Insert] .
Required Dates	As set out in the relevant SOW	
Method of Supply	As set out in the relevant SOW	
Software Warranty Period	As set out in the relevant SOW	
Third Party IP	Except where the parties otherwise agree in writing, the Supplier must obtain and maintain, at its own cost, all necessary rights and licences to Intellectual Property Rights which are owned or controlled by any other person and are necessary for the Supplier to perform its obligations under this Agreement, and for Telstra to obtain the full benefit of this Agreement and all Deliverables,	

## COMMERCIAL TERMS

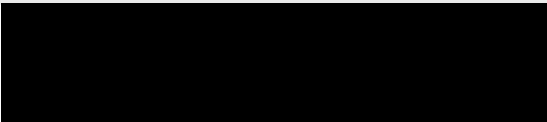
Telstra Inputs		
Acceptance	<b>Acceptance Tests</b>	As set out in the relevant SOW
	<b>Acceptance Criteria</b>	As set out in the relevant SOW

### 3.2 Hardware

Hardware Supplies and Specifications	s set out in the relevant SOW
Delivery lead time	As set out in the relevant SOW
Place of Delivery	As set out in the relevant SOW
Delivery	<p>The Supplier must:</p> <ul style="list-style-type: none"> <li>(a) deliver the Hardware on a 'delivered duty paid' (as that term is defined in the 'International Chamber of Commerce INCOTERMS 2010 Edition') basis to the Place of Delivery by the Required Date for Delivery;</li> <li>(b) deliver the Hardware only during the relevant delivery schedule approved by Telstra;</li> <li>(c) obtain signed receipt of delivery of such Hardware from an authorised Telstra representative (including the sighting of relevant identification); and</li> <li>(d) not leave Hardware unattended at the Place of Delivery without Telstra's prior written consent.</li> </ul>
Third Party IP	N/A
Telstra Inputs	As set out in the relevant SOW
Forecasts	As set out in the relevant SOW
Buffer Stock	As set out in the relevant SOW
Labelling, marking and packing lists	<p>The Supplier must label and mark the Hardware in accordance with all applicable Laws and must:</p> <ul style="list-style-type: none"> <li>(a) fix a packing list giving full details of the contents of a consignment to the outside of the Hardware packaging so that it is easily located and unlikely to be lost or damaged, including the following details: <ul style="list-style-type: none"> <li>(1) Place of Delivery address;</li> <li>(2) SOW/Purchase Order number and line item number(s);</li> <li>(3) manufacturer/supplier and manufacturer's part/item number (optional);</li> <li>(4) Telstra's serial/item numbers (where allotted);</li> <li>(5) item description;</li> <li>(6) quantity;</li> <li>(7) weight of consignment in kilograms;</li> <li>(8) recommended/special handling instructions;</li> <li>(9) any special safety/dangerous goods details; and</li> </ul> </li> </ul>

	<p>(10) dispatch date;</p> <p>(b) clearly and indelibly mark all cases and cartons, primary and secondary (collectively, <b>Cases</b>) in English on two sides with the following information:</p> <p>(1) SOW/Purchase Order number;</p> <p>(2) manufacturer and manufacturer's product/serial number (optional);</p> <p>(3) Telstra's material numbers (where allotted);</p> <p>(4) item (Hardware) description;</p> <p>(5) quantity;</p> <p>(6) Telstra bar code;</p> <p>(7) weight in kilograms (including the weight on each pallet where the consignment consists of more than one pallet);</p> <p>(8) recommended/special handling instructions;</p> <p>(9) any safety/dangerous goods instructions and pictograms required by Law; and</p> <p>(10) number ranges where required (eg accountable forms);</p> <p>(c) where:</p> <p>(1) a number of different items are packed together in a Case, mark all individual items and quantities on the outside of the Case;</p> <p>(2) more than one Case is used to pack an item, mark each case with both the Case number and the number of Cases (eg case 1 of 3); and</p> <p>(3) individual items have matching components in separate Cases, identify and cross reference all such Cases; and</p> <p>(4) mark the packing used with item numbering/bar coding information (conforming to the 'International Article Numbering Association (EAN) Article Numbering' and the GS1-128 bar code standard or such other standards as agreed by the parties in writing) so that each particular item can be identified using automatic data capture equipment such as scanners or bar code readers.</p>
Packaging	<p>The Supplier must pack the Hardware:</p> <p>(a) securely to prevent damage in transit, storage and distribution;</p> <p>(b) to protect the Hardware against:</p> <p>(1) mechanical shock and vibration likely to be encountered during road, rail, sea or air transportation;</p> <p>(2) water and humidity;</p> <p>(3) deterioration through excessive heating and drying;</p> <p>(4) fungi, bacteria and pests;</p> <p>(5) static electricity; and</p> <p>(6) changes in atmospheric pressure;</p> <p>(c) where they constitute dangerous hardware, so that they are identified, classified and packed in accordance with Sections 3, 4, &amp; 5 of the Australian Code for the Transport of Dangerous Goods by Road and Rail (latest edition);</p> <p>(d) as individual items or in reasonable and logical sized packs;</p> <p>(e) where possible:</p>

## COMMERCIAL TERMS

		<p>(1) so that the weight of any individual pack does not exceed 20kg; and</p> <p>(2) in a manner compatible with Telstra's 'Unit of Qty or Issue Unit' as advised by Telstra;</p> <p>(f) where large quantities are supplied and the items are to be issued as single units, with dividers inserted in reasonable and logical breaks to assist in their issue and stocktaking;</p> <p>(g) where they contain components that are liable to sustain or cause damage if mounted in the hardware during transportation in a manner so that:</p> <p>(1) such components are removed from the Hardware and packed separately; and</p> <p>(2) the Case containing such components is identified and cross referenced to the Case containing the main unit for which they are required;</p> <p>(h) in packaging materials that are:</p> <p>(1) kept to a minimum and where possible are reusable, recyclable and degradable;</p> <p>(2) safe and easy to dispose of;</p> <p>(3) non-corrosive, non-toxic and where possible non-flammable;</p> <p>(4) where the packaging materials use solid or corrugated fibreboard boxes, compliant with Australian Standard 3537 (latest edition); and</p> <p>(5) labelled with plastic recyclable codes; and</p> <p>(i) where cases or crates are used and not stacked onto pallets, with external battens secured beneath the Case or crate to facilitate handling by standard fork lifts and to allow for block stacking of the Hardware.</p>
Evolution and obsolescence protection	<b>Compatibility</b>	The Supplier must ensure that all Hardware supplied and operating in Telstra's environment and network, including any spares and inventory, will be compatible with and fully interoperate with previously supplied Hardware.
	<b>Current versions</b>	<p>The Supplier must:</p> <p>(a) continue to offer a current version of the Hardware, or equipment that is directly substitutable for the Hardware and that complies with the Specifications, for:</p> <p>(1) the commercial life specified in the following row of this table; and</p> <p>(2) at least the current version notice period specified in the following row of this table, after written advice to Telstra that that version will cease to be offered; and</p> <p>(b) </p>
	<b>Commercial Life</b>	As set out in the relevant SOW
	<b>Current Version Notice Period</b>	As set out in the relevant SOW

## COMMERCIAL TERMS

Hardware Warranty Period	As set out in the relevant SOW	
Acceptance	<b>Acceptance Tests</b>	As set out in the relevant SOW
	<b>Acceptance Criteria</b>	As set out in the relevant SOW

### 3.3 Maintenance and Support

Maintenance and Support Supplies	As set out in the relevant SOW	
	<b>Support commencement date</b>	The date that the Maintained Supplies have been accepted by Telstra.
	<b>Maintained Supplies</b>	<p><b>EYefi Site Equipment</b> – [REDACTED]  maintenance requirements will be agreed to on a case-by-case basis based on [REDACTED]</p> <p>[REDACTED]</p> <p>The current release [REDACTED]  These versions will be maintained with basic patches and updates (where applicable) along with supporting management [REDACTED]</p> <p>EYefi provides, manages and maintains the [REDACTED]</p> <p>See G2.19 <b>NOTE</b><sup>1</sup>: Telstra is responsible for providing and funding all supporting infrastructure [REDACTED]  [REDACTED] as per existing specification and arrangements.</p>
	<b>Maintenance and Support Hours</b>	As set out in the relevant SOW
	<b>Help Desk</b>	<p>Any faults or service requests logged by Telstra or its customers should be directed [REDACTED]</p> <p>[REDACTED]</p> <p>Each SOW may contain any variations to this for specific customers where applicable.</p>
	<b>Specifications</b>	

## COMMERCIAL TERMS

		Unless agreed otherwise in each SOW, maintenance for EYEFi Site Equipment is Return to Base.  Warranty details will be specific to each SOW, and 2 years in duration.																											
Classification and prioritisation of Defects	Severity 1 Incident - Critical	Customer impacting incident requiring immediate corrective action due to the large number of customers affected or has major business impact as a result of a network, product or service unavailability or degradation across national or multiple geographical areas or has the potential to result in damage to Telstra brand / reputation or incur a major financial penalty.																											
	Severity 2 Incident – High	Customer impacting incident requiring prompt corrective action due to the large number of customers affected or has significant business impact as a result of a network, product or service unavailability or degradation across national or multiple geographical areas or has the potential to result in damage to Telstra brand / reputation or incur a major financial penalty.																											
	Severity 3 Incident - Medium	Customer impacting incident requiring a managed restoration where business impact is minimal despite network, product or service unavailability or degradation.																											
	Severity 4 Incident - Low	Customer impacting incident requiring restoration where business / customer impact is manageable despite network, product or service unavailability or degradation.																											
	Service Request (Problem)	All other network activities that have no impact on customers and are not otherwise classified as a severity incident.																											
Service Levels	[The Service Levels and Service Credits below are included as examples only, and should be amended / customised as appropriate for the transaction in question.]																												
	Availability:																												
	<table><tr><th>Availability</th><th>Service Credit Points</th></tr><tr><td></td><td></td></tr></table>		Availability	Service Credit Points																									
Availability	Service Credit Points																												
	A Maintained Supply will be <b>Available</b> if all intended users of the Maintained Supply are able to access and use all functionality and features of the Maintained Supply in the manner intended.																												
	Defect Rectification:																												
	<table><tr><th>Severity</th><th>Respond</th><th>Restore</th><th>Rectify</th><th>Service Credit Points</th></tr><tr><td></td><td colspan="4"></td></tr><tr><td></td><td colspan="4"></td></tr><tr><td></td><td colspan="4"></td></tr><tr><td></td><td colspan="4"></td></tr></table>				Severity	Respond	Restore	Rectify	Service Credit Points																				
Severity	Respond	Restore	Rectify	Service Credit Points																									

## COMMERCIAL TERMS

Service Credits	
Required Dates	As set out in the relevant SOW
Third Party IP	<i>[If Telstra consents to the Supplier incorporating any third party material into the Maintenance and Support (eg into Fixes) in accordance with G5.3, insert details of the nature and scope of that consent; otherwise delete this row.]</i>
Telstra Inputs	As set out in the relevant SOW

### 3.4 Resale

Resale Supplies and Specifications	As set out in the relevant SOW
Required Dates	As set out in the relevant SOW
Third Party IP	<i>[If Telstra consents to the Supplier incorporating any third party material into the Supplies in accordance with G5.3, insert details of the nature and scope of that consent (which must be specific); otherwise delete this row.]</i>
Telstra Inputs	As set out in the relevant SOW
Telstra's branding and marketing requirements	As set out in the relevant SOW
Supplier's branding and marketing requirements	As set out in the relevant SOW
Customer Specific Terms	As set out in the relevant SOW
Supplier End User Terms	As set out in the relevant SOW



## 4 Supplies – additional obligations

### 4.1 Service Levels

*[Set out the framework and detailed description for the Service Levels and that apply to the Supplier's provision of the Supplies (in addition to any Service Levels that may already be specified in the specified Supplies section of the Commercial Terms), whether by inserting these details in a table (such as the following) or referencing an attachment or SOW (as appropriate). Distinguish between Service Levels that apply to different categories of Supplies – consider including separate tables to set out the Service Levels for separate categories.]*

Service Levels and Credits	Service Level	Service Credit
	As set out in the relevant SOW	As set out in the relevant SOW
Service Level reports	As set out in the relevant SOW	
Other Service Level obligations	As set out in the relevant SOW	

### 4.2 Design warranty

Design	<p><i>[Complete the detail in this table if a Design Warranty is required in relation to the Supplies (eg for hardware). If a Design Warranty is not required, delete clause 4.2 and this table.]</i></p> <p>A <b>Design Defect</b> is, in relation to a Supply, any attribute of the Supply that:</p> <ul style="list-style-type: none"> <li>(a) results or is likely to result in a continuing pattern of failures of the same type that falls outside the incidence of random failures contemplated in the Specifications or otherwise would reasonably be expected for the type of Supply in question; or</li> <li>(b) means that the use of the Supply in accordance with this agreement will create an inherent risk of Telstra suffering some Loss where that risk would not reasonably be expected to arise from the use of the type of Supply in question.</li> </ul> <p>The <b>Design Warranty Period</b> is [Insert] . <i>[Insert if the Design Warranty provision is to be included or, if the Design Warranty Period will be set out in each SOW rather than at the Commercial Terms level, state 'As set out in the relevant SOW'.]</i></p> <p>If a Design Defect occurs during the Design Warranty Period, the Supplier must in addition to its other obligations under this agreement rectify the Design Defect within a reasonable period specified by Telstra. The rectification of a Design Defect by the Supplier will include:</p> <ul style="list-style-type: none"> <li>(a) the recovery of the affected Supplies from the field;</li> <li>(b) the repair or replacement of the affected Supplies; and</li> <li>(c) the re-installation of the repaired or replacement Supplies.</li> </ul> <p>The Supplier must:</p> <ul style="list-style-type: none"> <li>(a) maintain a register and report on Design Defect status; and</li> <li>(b) notify Telstra in writing of a Design Defect within 2 Business Days of becoming aware of the Design Defect.</li> </ul>
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## 5 Disengagement

### 5.1 **Disengagement plan:** The Supplier must:

- (a) within the first 180 days following the Commencement Date, prepare a draft disengagement plan  
[REDACTED]
- (b) meet with Telstra to review the draft disengagement plan and agree on a final version of the disengagement plan. Unless and until the parties agree a final version, the Baseline Disengagement Plan will serve as the disengagement plan;
- (c) review with Telstra, and update, the disengagement plan:
  - (1) on each anniversary of the Commencement Date;
  - (2) if a significant change to the scope of the Supplies is agreed by the parties; or
  - (3) if a notice of termination is issued under this agreement,
 any updates to the disengagement plan will only apply once the updates have been approved by Telstra; and
- (d) from any Disengagement Start Date, and at Telstra's option, comply with the disengagement plan (or, in the case of partial termination, comply with the parts of the disengagement plan that are relevant to that partial termination) for the period of up to 12 months as nominated by Telstra.  
[REDACTED]

**Disengagement Start Date** means, in relation to any termination or expiry of this agreement in whole or in part, the date of termination or expiry or such earlier date agreed by the parties in writing.

### 5.2 **Baseline Disengagement Plan**

Objectives	<p>The objectives of the disengagement services to be provided by the Supplier are:</p> <p>[REDACTED]</p> <p>The Supplier must perform all disengagement services in a manner that is consistent with and calculated to achieve these objectives.</p>
Transfer of knowledge	<p>The Supplier must provide Telstra and the Successor Supplier with all information required to assume responsibility for the ongoing provision of the Supplies, including:</p> <p>[REDACTED]</p> <p>The Supplier will make available appropriate Supplier Personnel to:</p>

## COMMERCIAL TERMS

Transfer of resources	<p>The Supplier must identify and provide full details of all tools, equipment, software and other materials used by the Supplier to provide the Supplies (Supplier Resources).</p> <p>If any Supplier Resources are not readily available on the open market, the Supplier</p> <p>The Supplier must provide</p> <p>The Supplier will provide all reasonable assistance requested by</p>
Supplier departure	<p>Once the Supplier has completed all other disengagement services, the Supplier</p>
Fees	<p>The following Fees will be payable by Telstra for the disengagement services provided by the Supplier in accordance with this disengagement plan:</p> <p><i>[Insert and identify Fees for disengagement.]</i></p>

## 6 HSE

### 6.1 **Compliance:** The Supplier must

- (a) ensure that all Supplier Personnel are appropriately inducted, trained and supervised in relation to:
  - (1) the risks associated with the provision of the Supplies;
  - (2) the procedures to manage those risks; and

## COMMERCIAL TERMS

- (3) their health, safety and environment (**HSE**) obligations under any relevant Laws, standards and Telstra Policies; and

(b)

6.2

### **Management systems:**

- (a) The Supplier must have and comply with:
- (1) a quality management system which is consistent with Australian/New Zealand Standards AS/NZS ISO 9001;
  - (2) an environment management system which is consistent with Australian/New Zealand Standard AS/NZS ISO14001; and
  - (3) an occupational health and safety management system that is consistent with Australian/New Zealand Standard AS/NZS 4801.
- (b) Before the Commencement Date, and on any material change in work method or circumstance which may affect HSE, the Supplier must consult with Telstra's HSE representative. On request, the Supplier must provide to Telstra, agreement specific HSE management plans and safe work method statements including the agreement specific plans and safe work method statements of any sub-contractor.
- (c) Telstra may require the Supplier to:
- (1) provide documentation evidencing; or
  - (2) demonstrate to Telstra's reasonable satisfaction,
- the Supplier's compliance with this clause 6.
- (d)

6.3

### **Reporting and responses:** The Supplier must notify

Type of Incident	Definition	Notification and Incident Response Requirements
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**Notifiable HSE Incident or Enforcement Action**

**Urgent Rectification Incident**

**Notifiable Incident**

**Environmental Incident**

**All other Incidents**

6.4 **Consultation:** The Supplier must in relation to matters related to HSE that arise during the provision of the Supplies:

- (a) consult with its Personnel; and
- (b) where necessary consult, co-operate and co-ordinate activities with Telstra.

6.5 **Quality feedback:** Where the Supplier provides

6.6 **Suspension by Telstra:** If Telstra informs the Supplier that in its reasonable opinion the Supplier or any of the Supplier's Personnel is:

- (a) not performing in compliance with the Supplier's health, safety and environment obligations under this agreement; or
- (b) providing Supplies in such a way that may endanger or harm the environment or the health and safety of any person or impact on Telstra's reputation in relation to health, safety and environment responsibility,

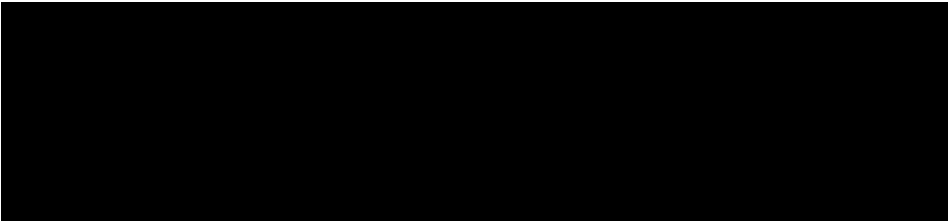
the Supplier must promptly at its own expense remedy that breach or take such action as may be reasonably required by Telstra so as to satisfy Telstra that the issue is being, or will be undertaken in conformity with all relevant requirements. Until such time as either of these steps has been achieved, Telstra may (acting reasonably) direct the Supplier to suspend the performance of Supplies. Telstra will not be required to pay any Fees or any costs or expenses incurred by the Supplier during a period of suspension.

6.7 **Training:** The Supplier must ensure that

6.8

6.9


6.10 **Hardware information:**

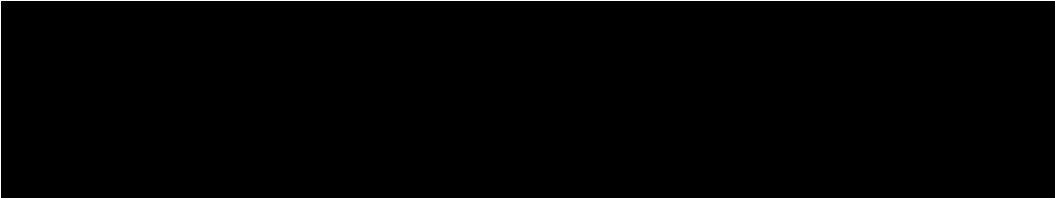
- (a) If requested by Telstra, the Supplier must demonstrate to Telstra that:
- (1) it has taken all reasonably available steps to ensure that the Hardware is designed, constructed or manufactured so as to be, so far as is reasonably practicable and when used in accordance with accompanying information provided to Telstra, safe and without risks to the health and safety of any person or the environment; and
  - (2) to the extent that it is possible to do so, the manufacturer or original Supplier of the Hardware has carried out research, testing and examination necessary to discover and eliminate or minimise any risk to the health or safety of any person or the environment that may arise from the condition of the Hardware.
- (b) Prior to delivery of any Hardware, the Supplier must provide all information required by Law.
- (c) The Supplier must ensure that the use of the Hardware in accordance with the information provided by the Supplier will not cause an unreasonable risk to the environment or the health and safety of any person.
- (d) 

6.11 **Australian Standards for Hardware:** The Supplier must comply with the applicable Australian Standards with respect to any Hardware.

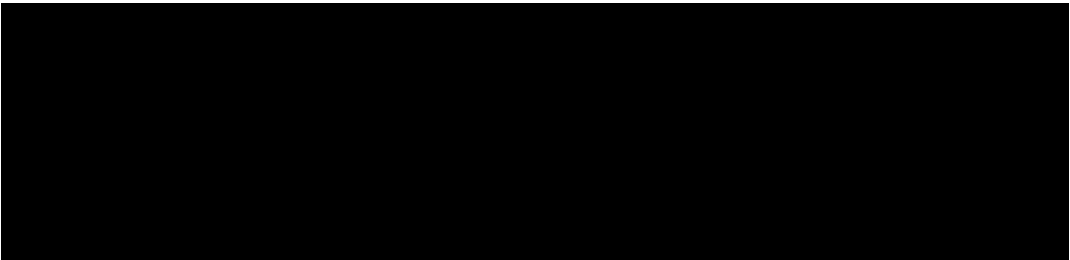
## 7 Data Security Requirements

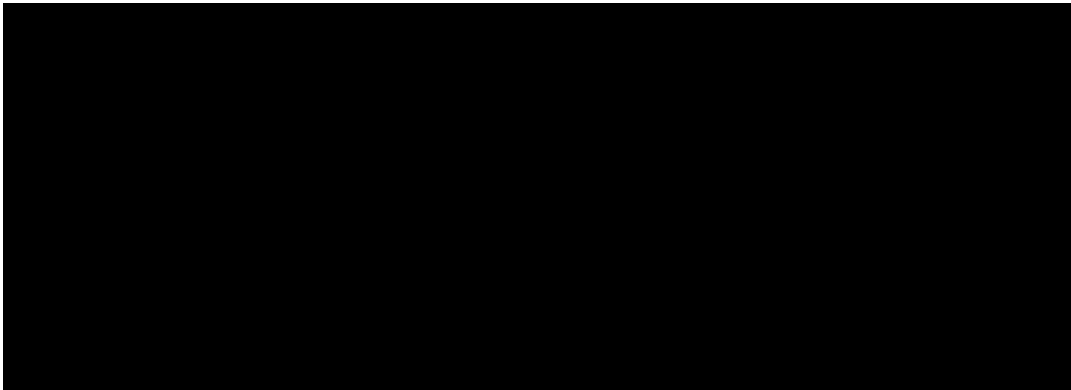
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7.1 **Data Security Requirements:** The Supplier must comply with the data security requirements set out in this clause 7 

7.2 

7.4 **Controlled access to systems and logging:** 



7.5 

7.6 

7.7

**Vulnerability detection:**

7.8

**Replacement of data storage infrastructure:** If the Supplier is required to replace then the Supplier must ensure that:

7.9

8

**Purchasing approach**

---

*[Insert the latest relevant Telstra purchasing approach for this agreement.]*

## Schedule 2

### Statement of Work (SOW)

MADE UNDER THE AGREEMENT BETWEEN THE PARTIES DATED [INSERT DATE AND TELSTRA REFERENCE NUMBER]

Signed by  
**Telstra Corporation Limited**  
by its representative:

Signed by  
[insert Supplier name]  
by its representative:

sign here ► \_\_\_\_\_  
Representative

print name \_\_\_\_\_  
in the presence of:

sign here ► \_\_\_\_\_  
Representative

print name \_\_\_\_\_  
in the presence of:

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

### 1 General

Objectives		
SOW term	SOW commencement date	The date this SOW is signed by the last party.
	SOW term duration	

### 2 Fees and payment

Supplies for a fixed price fee	Product/Service	Description	Once Off Fee	Ongoing Fee



[REDACTED]			
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EYefi Site Equipment			

[REDACTED]			
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#### Early Termination of [REDACTED] Charge

If the [REDACTED] service is cancelled after commencement for any reason other than for EYefi's material breach, EYefi will charge Telstra an early termination fee calculated as follows;

[REDACTED]	[REDACTED]
------------	------------

#### Pricing Assumptions

Supplies on a time and materials basis	<table><tr><td>Professional Services</td><td></td><td></td></tr><tr><td colspan="3"></td></tr></table>	Professional Services					
Professional Services							

## 3

License	Type	EULA with the end Customer
Additional Units or Users:		
Additional Units or Users:		
Additional Units or Users:		
See SOFTWARE NOTES below		

	<b>SOFTWARE NOTES</b>	
Required Dates	As set out in relevant Purchase Orders	
Method of Supply		
Software Warranty Period	The term of this SOW	

4

Maintenance and Support

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Supplies	<b>Service Desk</b>

	<b>Service deliverables</b>		
	<b>Service Levels</b>		
	EYefi will endeavour but does not guarantee, to provide the deliverables provided under this SOW in accordance with the service level targets set out below. These targets are typical averages only and not enforceable – best effort only.		
	Activity/Category	Metro	Regional
	Fault acknowledgement	1 Business Hour	1 Business Hour
	Fault Response (in relation to a Fault logged with the Service Desk during Business Hours)	2 Business Hour	2 Business Hour
	Telephone Support (requested during Business Hours) in relation to the Service	2 Business Hours	2 Business Hours
	Remote restore	Same Business Day	Same Business Day
Required Dates	On-site restore	End of the next Business Day	End of the second Business Day
	The term of this SOW		

5 Hardware

Supplies	
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	<div></div>
	<div></div>
Delivery lead time	As set out in the Commercial Terms
Place of Delivery	As set out in the Commercial Terms
Current versions	<div></div>
Hardware Warranty Period	

6

Resale

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Supplies	<i>Hardware items under Section 5 of this SOW</i>
Required Dates	<i>As set out in the relevant Purchase Orders</i>
<div></div>	