

This document sets out the terms and conditions that apply to the Services set out in the Statement of Works and together with any other applicable documents, constitutes our Agreement. Unless otherwise stated, all terms in capital letters have the meaning set out in the Dictionary available on our Website.

1. PROFESSIONAL SERVICES

- 1.1 We agree to provide you the Services as described in the Statement of Work.
- 1.2 Unless otherwise agreed in the Agreement:
- the Services and any Deliverables are provided for your benefit only;
 - you must not use the Services for a third party's benefit or allow a third party to use them.

2. PRIVACY AND CONFIDENTIALITY

- 2.1 Our privacy policy, which is available on the Website, provides information regarding how we collect, use and disclose personal information.
- 2.2 You must not disclose our confidential information (which includes the contents of the Agreement and any pricing, product or service-related information we give you) to any third party.
- 2.3 We will not disclose any information that you tell us is confidential to third parties except in connection with our provision of the Services.
- 2.4 You are responsible for obtaining all authorisations, licenses and consents, and issuing all relevant notifications, required under applicable laws in relation to any information or content you use or provide us (including any personal information) and any intellectual property rights subsisting in that information or content. You consent to us collecting, using and disclosing information provided by you, or on your behalf, to our Providers, contractors and agents to the extent necessary to provide the Services.

3. DELIVERY

- 3.1 We aim, but don't guarantee, to meet the scheduled timeframes and delivery dates set out in the Agreement. Except where expressly agreed otherwise, any scheduled timeframes are estimates only and may change.
- 3.2 Risk in a Deliverable passes to you when we deliver the deliverable to you.
- 3.3 Title to each Deliverable (including any Intellectual Property Rights in a Deliverable) remains with us until you have paid us in full for that Deliverable.

4. INTELLECTUAL PROPERTY

- 4.1 All Intellectual Property Rights arising out of the provision of the Services (including in any Deliverable) are immediately assigned to and vest in us, and you must execute all documents and do all acts and things necessary to vest those rights in us as required by this clause.

5. LIABILITY

- 5.1 To the extent permitted by law, we exclude all, representations, terms, conditions, warranties or guarantees (including as to acceptable quality, fitness for purpose, satisfaction of your requirements or timeliness) that are not expressly set out in this Agreement and you agree that you have not relied on any such matters. If any such term is implied or imposed in relation to the Agreement and cannot be excluded, then to the extent permitted by law, our liability for a breach of such term is limited to one or more of the following at our option:
- in relation to goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - in relation to services, the re-supply of the services or the payment of the cost of resupplying the services.
- 5.2 We exclude all other liability whether to you or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be excluded, our liability is limited to resupplying or paying the cost of resupplying the Services and repairing, replacing or paying

the cost of repairing or replacing any goods we have supplied.

6. NOTICES

- 6.1 Each party will send notices to the other party using the contact details on the relevant Statement of Works.
- 6.2 All notices under this Agreement must be in writing.
- 6.3 Your notices to us will be treated as received when we send you an email acknowledging receipt. Our notices to you will be treated as received when they are sent to your address or when they are sent by email (as applicable).

7. MISCELLANEOUS

- 7.1 The Agreement is the entire agreement between you and us in relation to the Services and supersedes any previous agreements, arrangements or representations. If there is any inconsistency between the components of the Agreement, the one mentioned earlier in the definition of Agreement in the Dictionary will prevail to the extent of that inconsistency.
- 7.2 No variation of this Agreement is effective unless set out in a formal agreement varying this Agreement and signed by the parties.
- 7.3 If a part of the Agreement is held to be void, voidable or unenforceable, or an invalid part is severed, the remainder of the Agreement is not affected. No waiver of a right or remedy under the Agreement is effective unless in writing and signed by the party giving it.
- 7.4 This Agreement is entered into in consideration of the parties incurring obligations and giving rights under this Agreement and for other valuable consideration.
- 7.5 The laws of New South Wales govern the Agreement and both parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

8. WHAT DO THE CAPITALISED TERMS IN THIS AGREEMENT MEAN?

- 8.1 Unless otherwise specified in clause 8.2, terms in capital letters in this Agreement have the meaning set out in the Dictionary at <https://macquarietelecomgroup.com/service-agreements/>.

- 8.2 In this Agreement, the following words have the meanings set out below:

Agreement means the agreement between you and us regarding the Services comprising the following documents (as applicable): these terms and conditions, the Statement of Work and any other policies or documents incorporated into the above documents by way of reference.

Deliverable means an item required to be provided to you or a task to be completed by us in accordance with the Statement of Work but does not include hardware provided or software licensed under separate terms.

Intellectual Property Rights means all current and future registered rights in respect of patents, copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, know-how and confidential information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967.

Services means the professional services to be provided by us in accordance with this Agreement, and any attached Statement of Works.

Statement of Works means the statement of work (or similar document), if any, agreed between you and us under the Agreement.