

Schedule 1 – Managed Services Terms and Conditions

1. Services

1.1 On- and off-boarding assistance

If and to the extent set out in the Work Order, Otto will conduct the on-boarding and/or off-boarding processes specified in the Work Order prior to the provision of the Services or on termination or expiry of the Work Order, as the case may be. Customer acknowledges that Otto's timeframe to on-board Customer is dependent on the number of End Users. Otto will advise Customer on the on-boarding timeframe applicable to Customer.

1.2 Scope of Services

- (a) Subject to clause 1.3, the scope of the Services is set out in the Work Order.
- (b) If Customer requests Otto to provide Services outside the scope of the Services, Otto may agree to provide such additional services in accordance with Otto's then-current time and materials rates.

1.3 Exclusions

Unless otherwise agreed under the Work Order, the following are excluded from the scope of the Services:

- (a) the provision of the Services outside of Otto's normal business hours;
- (b) any work at the Location, including any travel or accommodation required to conduct work at the Location;
- (c) any additional services arising from Customer changing Customer Environment or Customer Equipment (other than as agreed in writing) including the relocation of any Customer Equipment;
- (d) any additional services arising from Customer's failure to install any error correction, patches, new versions or new releases supplied or made generally available by Otto or the relevant third party supplier;
- (e) any additional services arising from Customer's failure to action any Recommendations;
- (f) Project Based Work;
- (g) work on or resulting from a Cyber Breach including, but not limited to recovery of data or systems and forensic investigation work;
- (h) work related to Hardware failure where either a warranty is not in place, or an extension of the warranty has been applied after the expiration of the original warranty; and
- (i) any other services not included, or specifically excluded, in the Work Order.

1.4 Provision of Services

- (a) Subject to the payment of the Fees, Otto will provide the Services specified in the Work Order to Customer.
- (b) Otto will use the reasonable care and skill that can be expected from a competent service provider in providing the Services to Customer in accordance with the Service Levels and will retain sufficient and appropriately qualified and experienced Personnel to provide the Services.
- (c) Otto will use its best endeavours to meet the targeted response times and targeted

- (d) resolution times for applicable Services based on the agreed Service Levels. Customer acknowledges and agrees that the Services or components of the Services may be performed via third party telecommunications and internet service providers and that outages, and performance degradations or unavailability attributable to such service providers are beyond the control of Otto and may impact Otto's ability to provide the Services in accordance with the Service Levels. Otto will however take all reasonable steps to ensure that such service providers comply with the availability requirements of this Agreement.
- (e) If and to the extent that scheduled maintenance is to be carried out as part of the Services, such maintenance will be performed during the Maintenance Window. If:
 - (i) the scheduled maintenance is unable to be completed within the Maintenance Window, Otto will promptly notify Customer; or
 - (ii) if emergency maintenance is required, subject to Otto providing Customer with prior notice,
 - (iii) it may be performed at alternative times to the Maintenance Window.

2. Software, Equipment and Hardware

2.1 General obligations, access and rights

- (a) Customer acknowledges that all title in and to any Software or Equipment provided by Otto to Customer with the provision of the Services remains at all times with Otto.
- (b) Customer acknowledges and agrees that Equipment will only be affixed to the Location if it is reasonably necessary for its ordinary use. If the Equipment is attached to the Location, the Hardware does not become a fixture and Otto may remove the Equipment in accordance with this Agreement.
- (c) Customer must not part with possession of the Equipment without the prior written consent of Otto.
- (d) Customer must:
 - (i) properly operate any Equipment in accordance with the reasonable requirements and instructions of Otto;
 - (ii) ensure the Equipment is maintained in substantially good repair and condition during the Term;
 - (iii) not perform any maintenance or repairs on the Equipment, or permit any third party to do so, without Otto's prior written consent; and
- (e) ensure the Equipment does not damage, hinder or unduly interfere with any other third party or their equipment.

2.2 Procurement and sale of Hardware

- (a) This clause 2.2 applies to the extent Otto supplies Hardware to Customer under a Work Order. The supply of Hardware is independent of the provision of Services and must be specified in the Work Order.
- (b) Risk in the Hardware passes to Customer immediately on delivery of Hardware to the Location and title passes to Customer on payment of the Fees in full to Otto. Customer must pay the Fees in respect of the Hardware in advance and prior to delivery, unless otherwise agreed in the Work Order.
- (c) Customer must not do anything to affect ownership of the Hardware, unless and until title has passed to Customer.
- (d) Customer must obtain and maintain all necessary consents, permits, licences, registrations and approvals from any government, body corporate, landlord or entity for the Hardware to be installed, used, hired, maintained, upgraded, inspected and/or accessed at the Location by Otto or its Personnel.
- (e) Subject to clause 19.3 of the Agreement, Customer acknowledges and agrees Otto makes no representations and gives no warranties in respect of Hardware, including that the Hardware is fit for any particular purpose.

2.3 Delivery of Equipment and Hardware

- (a) Subject to the payment of the applicable Fees, Otto will:
 - (i) install the Equipment or Hardware at the Location on or before the date specified in a Work Order or otherwise agreed with Customer in writing; and
 - (ii) ensure the Equipment or Hardware is operational in accordance with the Operating Manuals.
- (b) Without limiting paragraph (a), Customer acknowledges that Otto may deliver the Equipment Hardware in instalments.
- (c) Customer will sign a Customer Acceptance Form immediately upon delivery of the Equipment or Hardware as confirmation that Customer has accepted the Equipment or Hardware. If the Customer Acceptance Form is not signed, the Equipment or Hardware will be deemed accepted by Customer within five (5) Business Days of delivery of the Equipment or Hardware to the Location. Upon installation of the Equipment or Hardware, Customer will sign a further Customer Acceptance Form, which will be evidence Customer has accepted installation of the Equipment or Hardware.

2.4 Installation of Hardware

- (a) If and to the extent set out in the Work Order:
 - (i) Otto will attend to the installation of the Hardware in accordance with the operating Manuals at the Location on or before the date agreed by the parties during normal business hours, subject to

the payment of the applicable Fees; and

- (ii) Customer will obtain and maintain all necessary consents, permits, licences, registrations and approvals from any Government, body corporate, landlord or entity for the Hardware to be installed, used, hired, maintained, upgraded, inspected and/or accessed at the Location by Otto or its Personnel.

- (b) Customer will notify Otto as soon as possible after the installation of the Hardware if there are any material defects in the installation. The installation of the Hardware will be deemed to have been accepted by Customer if Otto does not receive such a notice from Customer within five (5) Business Days from the date of installation of the Hardware.

2.5 Customer Equipment

Subject to any negligent act or omission of Otto and to the extent permitted by any applicable laws, Customer remains solely responsible and liable for its access and use of its own equipment and software (**Customer Equipment**) and indemnifies Otto against all Claims, losses, liabilities, damage and injury incurred by Customer, Otto or any third party by or as a result of use of such Customer Equipment.

3. Third Party Software and Third Party Services

3.1 Third Party Software

- (a) This clause applies to the extent that Otto procures Third Party Software for Customer under the Work Order. The supply of Third Party Software is independent of the provision of Services and must be specified in the Work Order.
- (b) Customer acknowledges and agrees that:
 - (i) its access to and use of the Third Party Software is governed by the Third Party Terms which are direct between Customer and the relevant third party licensor;
 - (ii) Customer is solely responsible for its compliance with the Third Party Terms; and
 - (iii) Otto makes no representations and gives no warranties in respect of the Third Party Software, including that the Third Party Software is fit for any particular purpose.

3.2 Third Party Services

- (a) This clause applies to the extent Otto procures Third Party Services for Customer under the Work Order. The supply of Third Party Services is independent of the provision of Services and must be specified in the Work Order.
- (b) Customer acknowledges and agrees that:
 - (i) the provision of the Third Party Services is governed by the Third Party Terms;
 - (ii) Customer is solely responsible for its compliance with the Third Party Terms; and

- (iii) Otto makes no representations and gives no warranties in respect of the Third Party Services, including that the Third Party Services is fit for any particular purpose.

4. Customer obligations and warranties

4.1 General obligations

- (a) Customer will:
 - (i) do all things necessary to enable Otto to perform its obligations under this Agreement including performing any works, providing any Customer Equipment or connecting any services as required by Otto from time to time;
 - (ii) provide Otto with access to the Location and Customer Personnel as and where requested by Otto;
 - (iii) comply with all laws applicable to the Location including occupational health and safety laws;
 - (iv) comply with all data retention laws applicable to Customer;
 - (v) provide Otto with all information and documentation as requested by, or as otherwise necessary for Otto;
 - (vi) comply with all reasonable directions, documentation, and Operating Manuals applicable to the use of the Services, Software, Equipment or Hardware;
 - (vii) use reasonable security precautions in light of its use of the Services;
 - (viii) co-operate with Otto's reasonable investigations of outages, security problems and any suspected breach of this Agreement;
 - (ix) keep the contact and other account information that Otto holds about it up-to-date;
 - (x) not use or attempt to use the Services for any activity which breaches any law, order, regulation or industry code of practice;
 - (xi) not distribute, store or publish any content or material that is restricted, illegal or otherwise unlawful under any applicable law, or which is likely to be offensive or obscene to a reasonable person; and
 - (xii) not interfere or attempt to interfere in any manner with the functionality or proper operation of the Services.
- (b) Customer acknowledges and agrees that the effective and timely provision of the Services requires Customer to:
 - (i) provide prompt instructions and decisions; and
 - (ii) implement and incorporate any Recommendations that Otto may make in respect of Customer Environment.

4.2 Customer warranties and indemnity

- (a) Customer warrants that:
 - (i) it owns all right, title and interest in or it has the right to use any software, hardware, systems, IP addresses, domain names and all other items in Customer Environment;
 - (ii) Customer Environment is in good working order and it has sole responsibility for the availability and integrity of Customer Environment;
 - (iii) it will take all reasonable precautions to safeguard its business and specifically its Customer Environment, the Software and Equipment, the Hardware and all other applicable software, hardware and data to minimise any loss or disruption, including (as applicable) implementing effective audit control, firewalls, virus checking controls, data security measures and appropriate data and software back-ups; and
 - (iv) it will comply with Otto's or the applicable third party supplier's written instructions for the access and use of all Software, Equipment or Hardware used within Customer Environment.
- (b) Customer indemnifies Otto against any Claims arising from Customer's or its Personnel's acts or omissions in relation to the Services, Otto's Software and Equipment, Hardware, Third Party Software or Third Party Services.

4.3 No resale

Unless otherwise agreed in writing between the parties, Customer must not resell or re-supply any of the Services, or any Software or Equipment, Third Party Software or Third Party Services.

5. Location and access requirements

- (a) Customer will:
 - (i) at its own expense and in accordance with the reasonable directions and specifications of Otto and its Personnel, prepare and provide access to the Location prior to the supply of the Services;
 - (ii) ensure that the Location is maintained in good working repair and condition;
 - (iii) ensure the supply of adequate electric current and electrical and mechanical fittings at the Location;
 - (iv) provide Otto with an appropriate workstation, desk, and any Software and Equipment necessary for Otto to perform the Services;
 - (v) ensure existing building connection frames, cables and sockets are in good working order;

- (vi) notify Otto of the location of the Equipment or Hardware; and
- (vii) allow Otto Personnel to access its Location, facilities and specified equipment to perform its obligations under this Agreement.

- (b) If Customer fails to provide Otto Personnel with access to its Location, facilities and specified equipment, Customer acknowledges and agrees that Otto may be unable to provide the Services adequately and in such circumstances, Otto is not liable to Customer for any failure to perform the Services under this Agreement.

6. Audits and Reporting

6.1 Audits

- (a) Customer may (either by itself or through an authorised auditor appointed by Customer) periodically, but in no event more than once in any 12-month period, conduct an audit to assess Otto's compliance with this Agreement or the Work Order.
- (b) Otto will, on Customer's reasonable request:
 - (i) facilitate, participate in and co-operate with any audit carried out under this clause 6.1 in good faith, including by providing Customer and Customer's authorised auditor with such reasonable access to Otto's systems, facilities, premises, records, books and Personnel as is required for the purposes of the audit;
 - (ii) permit Customer or its authorised auditor to take copies of such of Otto's records and books relating to the Services (but excluding any information relating to Otto's internal profits or margins) as are reasonably required for the purposes of carrying out the audit; and
 - (iii) grant access to Otto's premises on reasonable notice of at least ten (10) Business Days and during normal business hours to the extent reasonably required to inspect or audit the performance of Otto's obligations under this Agreement.
- (c) Customer will bear its own costs and expenses in carrying out the audit and must comply with Otto's reasonable security requirements notified to them in writing.

6.2 Reporting

Otto will comply with all agreed reporting obligations set out in this Agreement and in the relevant Work Order.

7. Fees

7.1 Fees

- (a) The Fees for the Services, Equipment, Hardware, Third Party Software, and Third Party Services will be specified, invoiced and paid in accordance with the Work Order.

- (b) In consideration for the provision of the Services, Equipment, Hardware, Third Party Software, and/or Third Party Services (as applicable), Customer will pay Otto the Fees in accordance with the Work Order.

7.2 Variation to the Fees

- (a) Otto may vary the Fees with notice to Customer should any adjustments be required that affect the monthly service inclusions or Fees for a particular month, including:
 - (i) as further set out in clause 8; or
 - (ii) any changes to the costs of Third Party Software or Third Party Services.
- (b) Customer acknowledges and agrees that at the end of each financial year, Otto may increase the Fees by the CPI rate without prior notice to Customer.
- (c) Customer agrees that any change in the Fees under this clause may be notified to Customer in an Otto invoice. If Customer does not agree to the variation to the Fees, it will notify Otto in writing within seven (7) days from the relevant invoice.

8. Changes to End Users or Customer Environment

Customer acknowledges and agrees that Otto may vary the terms of this Managed Services Schedule and/or the Fees due to:

- (a) any change in the number of End Users; and/or
- (b) a material change in Customer Environment,
- (c) in accordance with the process set out in the Work Order.

9. Definitions

In this Agreement, unless the context requires otherwise:

Customer Acceptance Form means the form Customer or its agent signs upon the delivery and/or installation of Hardware;

Customer Equipment has the meaning in clause 2.5;

Maintenance Window means the times specified in the Work Order during which maintenance will be performed;

Managed Services Schedule means these terms and conditions;

Third Party Software means any software independently procured by Customer from Otto;

Third Party Services means any services which Otto resells on behalf of a third party to Customer; and

Third Party Terms means the additional terms and conditions applicable to Third Party Software or Third Party Services.