

Schedule 2 – Project Services Terms and Conditions

<p>1. Project</p> <p>1.1 Scope of Project</p> <p>(a) Subject to clause 1.2, the scope of the Project is set out in the Work Order.</p> <p>(b) If the Customer requests Otto to provide services outside the scope of the Project, Otto may agree to provide such additional services in accordance with the Fees.</p> <p>1.2 Exclusions</p> <p>Unless otherwise agreed under the Work Order, the following are excluded from the scope of the Project:</p> <p>(a) the provision of the Services outside Otto's normal business hours;</p> <p>(b) any travel or accommodation required to provide the Services at the Location;</p> <p>(c) any additional Services arising from the Customer changing the Customer Environment or Customer Equipment (other than as agreed in writing) including the relocation of any Customer Equipment;</p> <p>(d) any additional Services arising from the Customer's failure to comply with or action any of the Customer Dependencies;</p> <p>(e) work on or resulting from a Data Breach including, but not limited to recovery of data or systems and forensic investigation work;</p> <p>(f) 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</p> <p>(g) any other Services not included, or specifically excluded, in the Work Order.</p> <p>1.3 Delivery of the Project</p> <p>(a) Subject to the payment of the Fees, Otto will deliver the Project specified in the Work Order to the Customer.</p> <p>(b) Otto will use all reasonable endeavours to meet the Project Timetable.</p> <p>(c) Where Otto delivers the Project in conjunction with Otto's third party service providers, Otto will provide details including any applicable third party service provider terms and conditions, which may also apply to the delivery of the Project.</p> <p>1.4 Customer Dependencies</p> <p>Customer will provide Otto with the Customer Dependencies in accordance with the relevant Work Order and this Project Services Schedule.</p> <p>1.5 Reliance on information provided by the Customer</p> <p>Otto is entitled to rely on the Customer Dependencies supplied by the Customer pursuant to and in accordance with clause 1.4, and Otto will not be liable for a breach of this Project Services Schedule to the extent that the breach is caused or contributed to by Otto relying on incomplete, inaccurate or incorrect Customer Dependencies supplied by the Customer pursuant to and in accordance with clause 1.4.</p>	<p>1.6 Feasibility studies</p> <p>The obligations of Otto under the Work Order are subject to and conditional upon:</p> <p>(a) Otto finalising to its satisfaction, any technical feasibility issues and pre-installation checks; and</p> <p>(b) the Customer and its Personnel having provided correct, up-to-date and accurate information to Otto.</p> <p>1.7 Change to Customer Environment</p> <p>(a) During the Term, the Customer will provide Otto with access to the Customer Environment for the purpose of delivering the Project.</p> <p>(b) If it is determined by Otto, acting reasonably, that the Customer Environment has materially changed, Otto reserves the right to alter or otherwise re-negotiate any terms of this Agreement or to vary the Work Order to suit the new Customer Environment.</p> <p>1.8 Customer acknowledgements</p> <p>(a) Otto is not responsible for any failure to perform any of its obligations under this Project Services Schedule, where, in the opinion of Otto, such failure is caused or contributed to by the Customer, the Customer's Personnel or any third party.</p> <p>(b) The Customer acknowledges that if the completion of the delivery of the Project is delayed or is required to be altered as a result of the following:</p> <p>(i) if Otto suspends the provision of the delivery of the Project in accordance with its rights under this Project Services Schedule;</p> <p>(ii) if Otto is required to deliver the Project in circumstances other than those expressly or reasonably anticipated in this Project Services Schedule or set out in the Work Order;</p> <p>(iii) if there is a change in timing or complexity of the Project; or</p> <p>(iv) if any of the assumptions or limitations in the Work Order are incorrect, subject to change or is altered by agreement between the Parties,</p> <p>then the Customer acknowledges and agrees that:</p> <p>(v) the Project Timetable as set out in the Work Order or otherwise agreed, will be delayed or changed as Otto reasonably considers necessary;</p> <p>(vi) Otto may charge the Customer an amount equal to its reasonable loss, damage, or expenses incurred as a result of the delay or change in the assumptions or liabilities without limitation an amount equal to the Rates; and</p>
--	---

- (vii) Otto may increase the Fees relating to the provision of the amended or revised Project which is required as a result of any of the events listed in this clause 1.8(b).

1.9 Location

- (a) Otto, where required, will deliver the Project at the Location or other such location as agreed to by the Parties from time to time.
- (b) Customer shall be responsible for providing Otto and its Personnel with a safe working environment while at the Location at all times.
- (c) Customer will indemnify Otto and its Personnel for any:
 - (i) failure to comply with the obligations under this clause 1.9; and
 - (ii) loss or damage suffered (including personal injury) whilst at the Location.

2. Software and Equipment

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
 - (iv) 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

- (b) 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.
- (c) 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.

- (d) Customer must not do anything to affect ownership of the Hardware, unless and until title has passed to Customer.
- (e) 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.
- (f) 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 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. Acceptance

3.1 Acceptance Testing

Unless otherwise specified in the Work Order, Otto will provide the Deliverables to Customer for Acceptance Testing. Customer will have five (5) Business Days to inspect, test and evaluate the Deliverable to determine whether it is satisfactory.

3.2 Acceptance

- (a) If the Deliverable does not satisfy the Acceptance Testing, Customer will, within

- five (5) Business Days of receiving the Deliverable, provide Otto with a Revision Notice.
- (b) Otto shall have thirty (30) Business Days from the receipt of a valid Revision Notice to assess the Revision Notice and correct any Defects, if any, and resubmit the Deliverables to Customer for re-testing. The process in this clause shall be repeated no more than once.
- (c) If and when the Acceptance Testing establishes that the Deliverables comply with the Work Order, Customer shall notify Otto that it accepts the Deliverables.

3.3 Deemed Acceptance

If:

- (a) a five (5) Business Day period of Acceptance Testing has elapsed without Customer giving notice, written or otherwise, to Otto; or
- (b) Customer accesses or uses the Deliverables in a live or production environment,

the Deliverables will be deemed satisfactory and accepted by the Customer, and payment of all Fees for the Deliverable will be due and payable in accordance with this Project Services Schedule.

4. Customer obligations

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) comply with or action the Customer Dependencies;
 - (iii) provide Otto with access to the Location and the Customer Personnel as and where requested by Otto;
 - (iv) comply with all Laws applicable to the Location including occupational health and safety laws; and
 - (v) provide Otto with all information and documentation as requested by, or as otherwise necessary for Otto.
- (b) Customer acknowledges and agrees that the effective and timely delivery of the Project requires Customer to:
 - (i) provide prompt instructions and decisions; and
 - (ii) comply with or action the Customer Dependencies within the timeframes set out in the Work Order.

4.2 Location and access requirements

Customer will:

- (a) 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 delivery of the Project;
- (b) ensure that the Location is maintained in good working repair and condition;

- (c) ensure the supply of adequate electric current and electrical and mechanical fittings at the Location;
- (d) provide Otto with an appropriate workstation, desk, and any Customer Equipment necessary for Otto to deliver the Project;
- (e) ensure existing building connection frames, cables and sockets are in good working order;
- (f) notify Otto of the location of the Customer Equipment or Hardware;
- (g) allow Otto Personnel to access its Location, facilities and specified Customer Equipment to perform its obligations under this Agreement. If Customer fails to provide Otto Personnel with access to its Location, facilities and specified Customer Equipment, Customer acknowledges and agrees that Otto may be unable to deliver the Project and in such circumstances, Otto is not liable to Customer for any failure to deliver the Project under this Project Services Schedule; and
- (h) obtain and maintain all necessary consents, permits, licences, registrations and approvals from any Government, body corporate, landlord or entity for the Deliverables to be installed, used, hired, maintained, upgraded, inspected and/or accessed at the Location by Otto or its Personnel.

4.3 Customer warranties

Customer warrants that:

- (a) the Customer Dependencies and Customer's materials, or their use by Otto or its Personnel, will not violate, misappropriate or infringe any Intellectual Property Rights or any other personal, privacy or moral rights arising under the applicable law of any person or entity;
- (b) the Customer Dependencies and Customer Materials are true, complete, accurate, and not misleading in any way;
- (c) provision of the Customer Dependencies by it will comply with all applicable Laws and standards and industry codes of conduct;
- (d) the execution and performance by it of this Agreement or any Work Order does not and shall not in any respect violate any Law or agreement with any third party;
- (e) it owns or has the right to use any software, hardware, systems, IP addresses, domain names and all other items in the Customer Environment;
- (f) its Customer Environment is in good working order and that it has sole responsibility for the availability and integrity of the Customer Environment;
- (g) it will follow Otto's or the manufacturer's written instructions for all Software or Hardware used within the Customer Environment; and
- (h) it will provide a healthy and safe workplace at the Location that complies with all relevant health and safety requirements and Laws at both a state and federal level.

5. Materials

5.1 Customer Materials

- (a) Otto acknowledges that Customer is the proprietor or licensee of all Intellectual Property Rights in Materials provided by Customer to Otto under or in connection with this Project Services Schedule (**Customer Materials**).
- (b) Customer grants Otto a non-exclusive, non-transferable, royalty-free licence to use the Intellectual Property Rights in the Customer Materials for the Project and the purpose of Otto performing its obligations under this Project Services Schedule.

5.2 Otto Materials

- (a) Customer acknowledges that Otto is the proprietor or licensee of all Intellectual Property Rights in Materials provided by Otto to Customer under or in connection with this Project Services Schedule (**Otto Materials**).
- (b) On payment of the Fees in full, Otto grants Customer a non-exclusive, non-transferable, royalty-free licence to use the Otto Materials for the sole purpose of receiving the benefit of the Services and Deliverables.

6. Fees and Payment

6.1 Fees

- (a) The Fees will be specified, invoiced and paid in accordance with the Work Order.
- (b) In consideration for the delivery of the Project, Customer will pay Otto the Fees in accordance with the Work Order.

6.2 Milestone Payments

Where Fees are to be paid by Customer to Otto in Milestone Payments, Customer acknowledges and agrees that:

- (a) the Milestone Payments are instalments of the Fees payable under the Work Order, which will be paid in accordance with the relevant Payment Date;
- (b) Otto has apportioned the Fees to the Milestone Payments for convenience only, and the value of the Milestone Payments do not correspond with the Deliverables to be completed or the work or effort to be applied by Otto to the relevant Milestone; and
- (c) if this Agreement is terminated for whatever reason, Otto's claim for payment under clause 17.3 of the Master Services Agreement will be calculated by Otto by reference to the portion of the Project performed up to the date of termination, regardless of whether Milestones are complete or incomplete.

7. Security

7.1 Security

If and to the extent required under the Work Order, the Customer will provide Otto with a security for its performance of its obligations under this Project Services Schedule and the Work Order in the form of a deposit.

7.2 Reduction and Return of Security

Subject to Otto's right to have recourse to the security, the balance of the security retained will either be:

- (a) applied to any outstanding amounts payable by Customer to Otto; or
- (b) released and paid to Customer within 10 Business Days of the termination or expiry of this Project Services Schedule.

8. Definitions

In this Project Services Schedule unless the context otherwise requires:

Acceptance Testing has the meaning set out in the Work Order;

Customer Dependencies means the Customer Materials, inputs, items, resources and other tasks which the Otto requires from the Customer for the delivery of the Project, as set out in the Work Order or as reasonably required by the Otto from time to time;

Customer Environment means the Customer's information technology, telecommunications, internet and other relevant infrastructure that interfaces with the Deliverables;

Customer Equipment has the meaning in clause 2.4;

Customer Materials has the meaning in clause 5.1;

Defect means a material fault, error, failure, degradation, deficiency or malfunction that causes the Deliverables to not perform materially in accordance with the Work Order;

Material means documents, reports, plant, equipment, tools, appliances and other material (whether written or in electronic form) supplied or made available by or on behalf of a party to the other under this Project Services Schedule;

Milestone means a particular stage or event in the Project identified in the Work Order;

Milestone Date means the date by which a Milestone must be achieved, as specified in the Work Order;

Milestone Payment means the instalment of the Fees payable for a Milestone, as specified in the Work Order;

Payment Date means the date on which a Milestone Payment is due and payable, as specified in the Work Order;

Project Services Schedule means these terms and conditions;

Project means the Services and Deliverables to be provided pursuant to the Work Order;

Project End Date means the date of expiry of the Project, as specified in the Work Order;

Project Start Date means the date of commencement of the Project, being the date on which both Parties execute the Work Order;

Project Timetable means the timetable set out in the Work Order setting out the applicable Milestones, Milestone Dates, Milestone Payments, and Payment Dates applicable to the Project;

Revision Notice means a notice stating the reasons as to why the Customer believes the Deliverable does not meet the Acceptance Testing; and all other capitalised terms have the meaning given in clause 1.1 of the Agreement.