



GENESYTEL STANDARD SERVICES AGREEMENT

VERSION: 1.0 EFFECTIVE DATE: JULY 2015

This Standard Services Agreement sets out the terms under which GenesysTel provides products and services to its clients.

GENESYSTELE MASTER TELECOMMUNICATIONS SERVICES AGREEMENT

1. Background

A. The Supplier provides telecommunications and related technology services, including (without limitation) voice, data, internet, SD-WAN, managed network, unified communications, cloud telephony, mobile, hardware, and associated support services.

B. The Customer operates multiple retail outlets, stores, branches, or locations and requires telecommunications services to be supplied to one or more of those outlets from time to time.

C. The parties wish to enter into this Master Telecommunications Services Agreement to establish the legal and commercial framework under which the Supplier may supply services to the Customer at one or more retail outlets, and under which individual services may be ordered, activated, renewed, rolled over, varied, or terminated.

D. The parties acknowledge that services may be supplied:

- to a single retail outlet or site.
- to multiple retail outlets under separate Order Forms; or
- to groups of outlets under one or more Service Schedules,

and that the term and rollover of each service may operate separately by outlet (unless expressly stated otherwise).

Operative Provisions

The parties agree as follows.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless the context requires otherwise:

Agreement means this Master Telecommunications Services Agreement, including all schedules, annexures, Order Forms, Service Schedules, policies, and any documents expressly incorporated by reference.

Business Day means a day that is not a Saturday, Sunday, or public holiday in New South Wales, Australia.

Carrier means any carrier or carriage service provider (including wholesalers) used by the Supplier to provide the Services.

Commencement Date means the date this Agreement is signed by the last party to sign.

Confidential Information means all non-public information disclosed by one party to the other in connection with this Agreement, including commercial terms, pricing, technical information, network designs, customer lists, business plans, and personal information, but excludes information that:

- (a) is or becomes public other than through breach of this Agreement;
- (b) was already known to the receiving party without breach of confidence;
- (c) is independently developed without use of the disclosing party's Confidential Information; or
- (d) is required to be disclosed by law or regulatory authority (subject to clause 19).

Customer Equipment means any equipment, systems, cabling, software, devices, routers, switches, handsets, terminals, or infrastructure owned or controlled by the Customer (or its landlords, franchisees, or contractors), excluding Supplier Equipment.

Early Termination Charge means the amount payable under clause 15 and/or as specified in an Order Form where a Service is terminated before expiry of its applicable Service Term or Renewal Term.

Effective Date means the Commencement Date unless otherwise stated in the Order Form.

Fees means all charges payable by the Customer under this Agreement and any Order Form, including recurring charges, usage charges, installation charges, hardware charges, professional services charges, cancellation charges, and any applicable pass-through charges.

Force Majeure Event means an event beyond a party's reasonable control, including acts of God, flood, fire, cyclone, pandemic, industrial disputes, war, terrorism, civil unrest, government action, failure of utilities, cable cuts, or Carrier outages (excluding inability to pay money).

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Hardware means any physical goods supplied by the Supplier, including routers, switches, handsets, PABX equipment, firewalls, terminals, modems, network appliances, racks, or accessories.

Initial Term means, for each Service, the initial minimum service term specified in the relevant Order Form or Service Schedule, commencing on the applicable Service Start Date.

Insolvency Event means, in relation to a party, any event including insolvency, liquidation, administration, receivership, scheme of arrangement with creditors, bankruptcy, or inability to pay debts when due.

Order Form means a written order, proposal acceptance, service order, or schedule signed or otherwise accepted by the parties (including by email or electronic acceptance) describing the Services, retail outlet/site details, pricing, and service term.

Personal Information has the meaning given in the *Privacy Act 1988 (Cth)*.

Renewal Term means each renewal period that applies after the Initial Term for a Service, as specified in the relevant Order Form or, if not specified, the period stated in clause 4.4.

Retail Outlet (or Outlet) means a store, branch, clinic, office, warehouse, kiosk, or other site operated by or for the Customer where Services are supplied under this Agreement.

Service means each telecommunication, managed IT, connectivity, telephony, security, cloud, hardware, support, or related service supplied by the Supplier under this Agreement.

Service Schedule means a schedule to this Agreement setting out service-specific terms (for example, internet, SD-WAN, SIP, mobile, hardware, managed services, support, SLA, or implementation terms).

Service Start Date means, for a particular Service or Outlet, the date on which the Service is activated, delivered, ready for use, or otherwise deemed commenced under clause 6.

Service Term means the Initial Term together with any Renewal Terms for a Service.

Supplier Equipment means any equipment installed or supplied by or on behalf of the Supplier, whether leased, loaned, licensed, or provided as part of the Service, including any Carrier-owned equipment.

Taxes means all taxes, duties, levies, charges, or imposts imposed by a governmental authority, excluding tax on the Supplier's net income.

2.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a company, trust, partnership, authority, and other legal entity;
- (d) a reference to a clause, schedule, or annexure is to a clause of, or schedule/annexure to, this Agreement;
- (e) "including" means "including without limitation";
- (f) where a term is defined, its grammatical forms have corresponding meanings;
- (g) if there is inconsistency between this Agreement and an Order Form, the following order of precedence applies unless expressly stated otherwise:
 - 1. the Order Form (including pricing and service-specific term details);
 - 2. the relevant Service Schedule;
 - 3. this Master Agreement.

3. Structure of the Agreement

3.1 Master Agreement Framework

This Agreement establishes the master legal framework governing all Services supplied by the Supplier to the Customer from time to time.

3.2 Orders by Outlet / Site

The Customer may order Services for one or more Retail Outlets by entering into one or more Order Forms. Each Order Form must identify, at minimum:

- (a) the Customer legal entity;
- (b) the Retail Outlet address (or list of outlet addresses);
- (c) the type of Service(s) ordered;
- (d) the applicable Fees;
- (e) the Initial Term for each Service;
- (f) any service-specific conditions, implementation milestones, or dependencies; and
- (g) any Hardware or third-party services included.

3.3 Separate Service Terms by Outlet

Unless expressly stated otherwise in an Order Form, each Service supplied to each Retail Outlet has a **separate Service Start Date, Initial Term, and Renewal Term**, and may be renewed, rolled over, suspended, or terminated independently of Services supplied to other Retail Outlets.

3.4 Acceptance of Orders

An Order Form becomes binding when accepted by both parties, including by:

- (a) signature (wet-ink or electronic);
- (b) email acceptance by authorised representatives; or
- (c) the Customer requesting the Supplier to proceed with implementation or activation.

4. Term, Renewal and Rollover (Auto-Renewal)

4.1 Agreement Term

This Agreement commences on the Commencement Date and continues until terminated in accordance with this Agreement.

4.2 Service Term Applies Per Service / Per Outlet

Each Service ordered under this Agreement will commence on its applicable Service Start Date and continue for its Initial Term and any Renewal Terms, unless terminated earlier in accordance with this Agreement.

For clarity:

- the Master Agreement may remain on foot even if one or more individual Services end; and
- rollover applies at the Service level (and, where applicable, at the Retail Outlet level), not necessarily to all Services collectively.

4.3 Initial Term

The Initial Term for each Service will be the period stated in the applicable Order Form (for example, 24 months, 36 months, or 60 months), commencing on the Service Start Date.

4.4 Automatic Rollover / Renewal

Unless otherwise specified in the applicable Order Form, on expiry of the Initial Term (or any then-current Renewal Term), the relevant Service will **automatically renew** for successive **12-month Renewal Terms** on the same terms and conditions as this Agreement and the applicable Order Form, subject to any lawful pricing adjustments under clause 11.

This automatic renewal mechanism is referred to in this Agreement as **rollover**.

4.5 Non-Renewal Notice (To Stop Rollover)

Either party may prevent rollover of a Service by giving the other party written notice of non-renewal no less than **90 days** before the expiry of the then-current term for that Service.

If valid notice is not received within that period, the Service will automatically roll over into the next Renewal Term.

4.6 Non-Renewal by Outlet or by Service

A non-renewal notice may relate to:

- (a) a specific Service at a specific Retail Outlet;
- (b) all Services at a specific Retail Outlet; or
- (c) all Services under a specified Order Form,

provided the notice clearly identifies the affected Services and Retail Outlet(s).

4.7 Form of Notice for Non-Renewal

A non-renewal notice is only valid if:

- (a) it is in writing;
- (b) it identifies the relevant Service(s), Order Form, and Retail Outlet(s);
- (c) it is issued by an authorised representative; and
- (d) it is delivered in accordance with clause 24 (Notices).

For operational certainty, the parties may agree in an Order Form on a dedicated contracts notice email address for non-renewal notices.

4.8 Renewal Pricing

On rollover into a Renewal Term:

- (a) pricing remains as set out in the applicable Order Form unless that Order Form provides for price review or annual escalation; and
- (b) if the Order Form includes an agreed price escalation mechanism (for example, CPI, fixed annual percentage, or Carrier pass-through increases), that mechanism will apply.

4.9 Rollover and Hardware Bundles

If Hardware is bundled with a Service and its cost recovery is amortised over the Initial Term, and the Service rolls over into a Renewal Term:

- (a) the Service component continues for the Renewal Term;
- (b) any Hardware rental/managed device charges continue if stated in the Order Form; and
- (c) ownership or return obligations remain governed by clause 8 and the Order Form.

4.10 No Waiver of Rollover Rights

A party's failure to issue a reminder notice before the expiry of a term does not waive automatic rollover where clause 4.4 applies, unless otherwise required by law.

5. Services

5.1 Supply of Services

The Supplier will supply the Services to the Customer in accordance with:

- (a) this Agreement;
- (b) the applicable Order Form and Service Schedules;
- (c) applicable laws; and

(d) the technical and operational limitations of the relevant Carrier networks and service environment.

5.2 Service Variability by Outlet

The parties acknowledge that service availability, speed, performance, and installation requirements may vary between Retail Outlets depending on:

- (a) network coverage;
- (b) Carrier infrastructure;
- (c) building access;
- (d) landlord approvals;
- (e) existing cabling or equipment;
- (f) service class limitations; and
- (g) third-party dependencies.

5.3 Third-Party and Carrier Dependencies

The Supplier may use Carriers, wholesalers, subcontractors, and vendors to supply some or all Services. The Supplier remains responsible for performance of its obligations under this Agreement, subject to any limitations expressly stated in this Agreement.

5.4 Service Changes

The Supplier may make changes to a Service where reasonably required for:

- (a) security;
- (b) network integrity;
- (c) legal compliance;
- (d) Carrier changes; or
- (e) technological upgrades,

provided the Supplier takes reasonable steps to minimise material adverse impacts on the Customer.

6. Service Commencement, Activation and Acceptance

6.1 Implementation and Activation

The Supplier will use reasonable efforts to provision and activate each Service by the target date specified in the Order Form. Any target date is an estimate only unless expressly stated to be binding.

6.2 Service Start Date

A Service is deemed to commence on the earliest of:

- (a) the date the Service is activated and made available for use;
- (b) the date the Customer first uses the Service;
- (c) the date the Customer delays activation after the Supplier notifies readiness for service (in which case the Service Start Date is the date of that notice plus 5 Business Days); or
- (d) another date specified in the Order Form.

6.3 Outlet-by-Outlet Activation

Where an Order Form covers multiple Retail Outlets, each outlet may have a different Service Start Date. Unless otherwise stated, billing and the Initial Term apply separately from each outlet's Service Start Date.

6.4 Delays Caused by Customer

If implementation or activation is delayed due to the Customer, a landlord, a franchisee, or a Customer contractor (including by delayed access, delayed approvals, power/cabling issues, or unavailable site contacts), the Supplier may:

- (a) revise implementation dates;
- (b) charge reasonable rescheduling costs; and
- (c) deem the Service Start Date to have occurred if the Service is otherwise ready for delivery.

6.5 Testing and Acceptance

If an Order Form includes a testing or acceptance process, the Service will be deemed accepted if:

- (a) the Customer confirms acceptance in writing;
- (b) the Customer uses the Service in production; or
- (c) the Customer does not reject the Service within 5 Business Days after completion of testing, specifying material non-conformities.

7. Customer Obligations

7.1 General Obligations

The Customer must:

- (a) cooperate with the Supplier in connection with implementation, activation, support, and service management;
- (b) provide accurate and timely information;
- (c) ensure authorised representatives are available for decisions and approvals;
- (d) comply with all lawful directions and reasonable technical requirements notified by the Supplier; and
- (e) use the Services in accordance with law and this Agreement.

7.2 Retail Outlet Access and Site Readiness

The Customer is responsible for ensuring each Retail Outlet:

- (a) is accessible at agreed times;
- (b) has suitable power, cabling, rack space, and environmental conditions (where applicable);
- (c) has any required landlord, building management, or centre management approvals;
- (d) has suitable internal network infrastructure unless included in the Services; and
- (e) complies with any documented pre-installation requirements.

7.3 Customer Personnel and Store Managers

The Customer must ensure its employees, store managers, franchisees, contractors, and agents at each Retail Outlet:

- (a) act reasonably and cooperate with the Supplier;
- (b) do not tamper with Supplier Equipment;

- (c) promptly report faults and incidents; and
- (d) follow the Supplier's service and support procedures.

7.4 Unauthorised Use

The Customer is responsible for all use of the Services using Customer credentials, devices, or at Customer Retail Outlets unless caused by the Supplier's breach.

7.5 Compliance with Laws

The Customer must comply with all laws applicable to its use of the Services, including privacy, surveillance, spam, and consumer laws (where applicable to the Customer's business operations).

8. Hardware and Equipment

8.1 Supply of Hardware

Where the Supplier supplies Hardware under an Order Form, the Order Form must specify whether the Hardware is:

- (a) sold to the Customer;
- (b) rented/leased to the Customer;
- (c) supplied as part of a managed service; or
- (d) supplied on loan.

8.2 Risk and Title

Unless otherwise stated in the Order Form:

- (a) risk in sold Hardware passes on delivery to the Retail Outlet;
- (b) title in sold Hardware passes only upon payment in full of all amounts due for that Hardware;
- (c) title in rented, leased, managed, or loaned Hardware remains with the Supplier or its financier.

8.3 Supplier Equipment

The Customer must:

- (a) keep Supplier Equipment secure and in good condition (fair wear and tear excepted);
- (b) not sell, assign, encumber, move, or tamper with Supplier Equipment without the Supplier's consent;
- (c) allow the Supplier reasonable access to inspect, maintain, replace, or recover Supplier Equipment; and
- (d) notify the Supplier immediately if Supplier Equipment is lost, stolen, damaged, or subject to third-party claims.

8.4 Return of Equipment on Service End

Upon termination or non-renewal of a Service, the Customer must return all Supplier Equipment relating to that Service within 14 days (or allow the Supplier access to recover it), failing which the Supplier may charge:

- (a) replacement value;
- (b) recovery costs; and
- (c) continued rental or managed device charges until returned.

8.5 Outlet Closure or Relocation

If the Customer closes, relocates, or refurbishes a Retail Outlet, the Customer remains liable for all Service Fees and obligations unless the parties agree in writing to:

- (a) relocate the Service;
 - (b) transfer the Service to a replacement outlet; or
 - (c) terminate the Service and apply any Early Termination Charges.
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9. Service Levels, Faults and Support

9.1 Service Levels

If a Service Schedule includes service levels, they apply only to the Services expressly identified in that Service Schedule.

9.2 Exclusions from Service Levels

Service levels do not apply to outages or degradation caused by:

- (a) Customer Equipment or Customer network configuration;
- (b) acts or omissions of the Customer, its staff, store personnel, or contractors;
- (c) third-party software or hardware not supplied by the Supplier;
- (d) Force Majeure Events;
- (e) scheduled maintenance notified by the Supplier;
- (f) Carrier outages outside the Supplier's direct control; or
- (g) suspension under this Agreement.

9.3 Fault Reporting

The Customer must report faults through the Supplier's nominated support channels and provide sufficient details to enable diagnosis, including:

- (a) Retail Outlet address;
- (b) affected Service(s);
- (c) contact details; and
- (d) fault description and business impact.

9.4 Access for Fault Resolution

The Customer must provide safe and timely access to each Retail Outlet for fault diagnosis and resolution. If a fault visit reveals no fault in the Supplier's Services or network, the Supplier may charge a no-fault-found or call-out fee.

10. Charges, Invoicing and Payment

10.1 Fees

The Customer must pay all Fees specified in this Agreement and each Order Form, including:

- (a) recurring monthly charges;
- (b) usage charges;
- (c) installation and activation charges;
- (d) hardware charges;

- (e) project or professional service charges;
- (f) third-party pass-through charges; and
- (g) any Early Termination Charges.

10.2 Billing Commencement

Unless otherwise stated in the Order Form, recurring Fees commence from the Service Start Date for each Service / Retail Outlet.

10.3 Multi-Outlet Billing

The Supplier may invoice:

- (a) per Retail Outlet;
- (b) consolidated across multiple Retail Outlets; or
- (c) by business unit, account, or cost centre,

as agreed in the Order Form.

10.4 Invoices

The Supplier will issue invoices monthly in arrears (or in advance, where applicable) and the Customer must pay each invoice by the due date stated on the invoice, being not less than 14 days from the invoice date unless otherwise agreed.

10.5 Disputed Invoices

If the Customer disputes an invoice, the Customer must:

- (a) notify the Supplier in writing before the due date;
- (b) identify the disputed amount and reasons; and
- (c) pay the undisputed portion by the due date.

The parties must work in good faith to resolve invoice disputes promptly.

10.6 Late Payment

If an amount is overdue, the Supplier may charge interest on the overdue amount at the rate of [10%] per annum, calculated daily, or the maximum rate permitted by law (whichever is lower), from the due date until payment.

10.7 GST

Unless expressly stated otherwise, all Fees are exclusive of GST. If GST is payable on a taxable supply under this Agreement, the Customer must pay the Supplier an additional amount equal to the GST at the same time as the consideration is payable.

10.8 Taxes and Government Charges

The Customer must pay any applicable Taxes, levies, regulatory charges, or Carrier pass-through charges relating to the Services, unless expressly included in the Fees.

11. Pricing Changes and Review

11.1 Agreed Pricing During Initial Term

Subject to clauses 11.2 to 11.5, the Supplier will charge the Fees agreed in the applicable Order Form during the Initial Term.

11.2 Annual Escalation

If the Order Form provides for annual escalation, the Supplier may increase recurring Fees on each anniversary of the Service Start Date by:

- (a) the agreed fixed percentage; or
 - (b) CPI (or CPI plus a fixed percentage),
- as stated in the Order Form.

11.3 Carrier and Third-Party Pass-Through Increases

The Supplier may pass through increases imposed by Carriers or third-party vendors where the relevant component of the Service is dependent on those third parties, provided the Supplier gives reasonable notice and supporting detail on request.

11.4 Renewal Pricing

Unless otherwise agreed in writing, pricing during a Renewal Term will:

- (a) continue at the then-current rates (including any escalated rates); and
- (b) remain subject to any pricing adjustment mechanisms in the Order Form.

11.5 Changes Required by Law or Regulation

The Supplier may vary pricing to reflect changes in law, regulatory charges, or mandatory industry charges, upon reasonable prior notice.

12. Variations, Moves, Adds and Changes (MACs)

12.1 Variations

The Customer may request changes to Services, including moves, adds, upgrades, downgrades, relocations, or outlet transfers. No variation is binding unless agreed in writing.

12.2 New Outlet Additions

If the Customer opens a new Retail Outlet, the parties may add Services for that outlet by executing a new Order Form or variation, or by including the outlet under an existing Order Form. The Service Term for the new outlet starts on that outlet's Service Start Date unless otherwise agreed.

12.3 Downgrades and Reductions

A downgrade or reduction during a current Service Term may:

- (a) be treated as a partial termination; and
- (b) attract Early Termination Charges or repricing,

if the original pricing assumed a minimum committed term, minimum spend, or bundled service mix.

12.4 Relocations

If a Retail Outlet relocates, service relocation is subject to:

- (a) technical feasibility;
- (b) Carrier availability;
- (c) new installation charges; and
- (d) revised pricing if applicable.

Relocation does not automatically terminate the original Service Term unless agreed in writing.

13. Suspension

13.1 Suspension Rights

The Supplier may suspend a Service (in whole or part) immediately or on notice if:

- (a) the Customer fails to pay undisputed Fees when due;
- (b) the Supplier reasonably suspects fraud, illegal use, or a security risk;
- (c) the Customer breaches this Agreement and fails to remedy within a reasonable period;
- (d) required by law, a regulator, or a Carrier; or
- (e) necessary to protect the network, Supplier systems, or other customers.

13.2 Consequences of Suspension

During suspension:

- (a) Fees continue to accrue unless the suspension is caused solely by the Supplier's breach;
- (b) the Supplier is not liable for resulting downtime, loss, or business interruption (subject to law); and
- (c) the Customer remains responsible for all obligations under this Agreement.

13.3 Reconnection

The Supplier may charge reasonable reconnection or restoration fees after suspension.

14. Termination Rights

14.1 Termination for Convenience (Master Agreement)

Either party may terminate this Agreement for convenience on not less than 90 days' written notice, provided that termination of the Master Agreement does not avoid or reduce the Customer's obligations in respect of any active Service Terms unless expressly agreed.

For clarity, if the Master Agreement is terminated while Services remain in an unexpired Service Term, the service-specific terms in this Agreement continue to apply to those Services until they expire or are otherwise terminated.

14.2 Termination for Breach

Either party may terminate this Agreement or an affected Service immediately by written notice if the other party:

- (a) commits a material breach and fails to remedy the breach within 20 Business Days after receiving notice; or
- (b) commits a material breach incapable of remedy.

14.3 Termination for Insolvency

Either party may terminate this Agreement or an affected Service immediately by written notice if the other party suffers an Insolvency Event.

14.4 Termination by Service / Outlet

Unless otherwise stated, termination rights may be exercised:

- (a) for the whole Agreement;
- (b) for a specific Order Form;
- (c) for all Services at a specific Retail Outlet; or
- (d) for a particular Service,

where the breach or issue is limited to that scope.

14.5 Termination and Non-Renewal Distinction

Termination before expiry of a Service Term may trigger Early Termination Charges. Non-renewal at the end of a term (with valid notice under clause 4.5) does not trigger Early Termination Charges unless expressly stated in the Order Form.

15. Early Termination Charges (ETCs)

15.1 When ETCs Apply

The Customer must pay Early Termination Charges if:

- (a) the Customer terminates a Service for convenience before the expiry of its then-current Initial Term or Renewal Term;
- (b) the Supplier terminates a Service due to the Customer's breach;
- (c) the Customer closes a Retail Outlet and does not continue or relocate the Service; or
- (d) a Service is disconnected due to Customer request before the end of term.

15.2 Calculation of ETCs

Unless otherwise stated in the Order Form, the Early Termination Charge for a Service is the sum of:

- (a) **Recurring Charges Component:** the monthly recurring charges for the remainder of the then-current term; plus
- (b) **Unrecovered Costs Component:** any unrecovered installation, setup, hardware, project, or Carrier charges incurred by the Supplier in connection with the Service; plus
- (c) **Third-Party Charges Component:** any cancellation or disconnection charges imposed on the Supplier by a Carrier or vendor due to early termination; less
- (d) any costs reasonably avoided by the Supplier due to the early termination.

15.3 ETCs During Renewal Term

Where a Service has rolled over into a Renewal Term, ETCs apply if the Service is terminated before the end of that Renewal Term, unless the Order Form states that the Renewal Term is month-to-month or otherwise not subject to ETCs.

15.4 Genuine Pre-Estimate / Commercial Acknowledgment

The Customer acknowledges that the Supplier's pricing may include discounted rates, amortised setup costs, and Carrier commitments based on the agreed Service Term, and that Early Termination Charges are a reasonable commercial mechanism to compensate the Supplier for early cessation of the Service.

15.5 Mitigation and Cooperation

The Supplier will take reasonable steps to mitigate avoidable third-party cancellation costs where commercially practical, but is not required to incur additional cost or accept inferior outcomes to do so.

16. Consequences of Expiry, Non-Renewal or Termination

16.1 Payment of Outstanding Amounts

On expiry, non-renewal, or termination of a Service or this Agreement, the Customer must pay:

- (a) all outstanding Fees up to the effective date;
- (b) any applicable Early Termination Charges;
- (c) any accrued usage charges; and
- (d) charges for equipment not returned under clause 8.

16.2 Decommissioning and Porting

Where applicable, the Supplier will provide reasonable assistance to transition or port services (for example, SIP numbers or mobile services) subject to:

- (a) payment of all outstanding amounts;
- (b) technical and Carrier requirements; and
- (c) the Customer providing timely instructions and authorisations.

The Supplier is not responsible for delays caused by incoming providers, Carriers, or incomplete Customer instructions.

16.3 Data and Configurations

Unless otherwise agreed, the Supplier may delete Customer data, configurations, backups, or records associated with a terminated Service after 30 days from termination. The Customer is responsible for extracting any required data before termination.

16.4 Survival

Clauses relating to payment, confidentiality, liability, indemnities, dispute resolution, notices, and any rights accrued before termination survive expiry or termination.

17. Warranties and Disclaimers

17.1 Supplier Warranties

The Supplier warrants that:

- (a) it has authority to enter into this Agreement;
- (b) it will provide the Services with due care and skill; and
- (c) it will comply with applicable laws in performing its obligations.

17.2 Customer Warranties

The Customer warrants that:

- (a) it has authority to enter into this Agreement;
- (b) it has obtained all necessary consents and approvals for each Retail Outlet;
- (c) information provided to the Supplier is accurate and complete in all material respects; and
- (d) it will use the Services lawfully.

17.3 Service Performance Disclaimer

Except as expressly stated in this Agreement and to the extent permitted by law:

- (a) the Services are provided on an “as available” basis;
- (b) the Supplier does not warrant uninterrupted or error-free operation; and
- (c) all implied warranties, guarantees, conditions, and representations are excluded.

17.4 Non-Excludable Rights

Nothing in this Agreement excludes, restricts, or modifies any consumer guarantee or other right that cannot be excluded under law, including the Australian Consumer Law, but where a law permits limitation, the Supplier’s liability is limited as set out in clause 18.

18. Liability and Indemnities

18.1 Exclusion of Indirect Loss

To the extent permitted by law, neither party is liable to the other for any indirect, consequential, special, incidental, or punitive loss, including loss of profit, revenue, business opportunity, anticipated savings, goodwill, or data (except where expressly covered by an indemnity or arising from wilful misconduct).

18.2 Liability Cap

Subject to clauses 18.4 and 18.5, each party’s aggregate liability arising out of or in connection with this Agreement (whether in contract, tort, negligence, statute, or otherwise) is limited to the total Fees paid or payable by the Customer to the Supplier under the affected Service(s) in the 12 months preceding the event giving rise to the claim.

18.3 Service-Specific Caps

An Order Form or Service Schedule may specify a different liability cap for a particular Service, in which case that cap applies to claims relating to that Service.

18.4 Supplier Indemnity

The Supplier indemnifies the Customer against direct loss or damage finally awarded by a court (or agreed in settlement) arising from:

- (a) personal injury, death, or damage to tangible property caused by the negligent act or omission of the Supplier; or
- (b) the Supplier’s breach of confidentiality or privacy obligations,

except to the extent caused or contributed to by the Customer.

18.5 Customer Indemnity

The Customer indemnifies the Supplier against direct loss, damage, cost, or expense arising from:

- (a) the Customer's unlawful or unauthorised use of the Services;
- (b) damage to Supplier Equipment caused by the Customer or its personnel;
- (c) the Customer's breach of law (including privacy/spam obligations) in using the Services; or
- (d) personal injury or property damage at a Retail Outlet caused by the Customer's site conditions or personnel, except to the extent caused by the Supplier.

18.6 No Limitation for Certain Matters

Nothing in this Agreement limits or excludes a party's liability for:

- (a) fraud or wilful misconduct;
- (b) death or personal injury caused by negligence (where not permitted by law to limit);
- (c) unpaid Fees owed by the Customer; or
- (d) liability that cannot be limited by law.

19. Confidentiality and Privacy

19.1 Confidentiality Obligations

Each party must:

- (a) keep the other party's Confidential Information confidential;
- (b) use it only for purposes of this Agreement; and
- (c) disclose it only to personnel, contractors, advisers, or Carriers who need to know and are bound by confidentiality obligations.

19.2 Mandatory Disclosure

A party may disclose Confidential Information where required by law, court order, or regulator, provided (where legally permitted) it gives prior notice to the other party.

19.3 Privacy Compliance

Each party must comply with applicable privacy laws in handling Personal Information. The Customer acknowledges that the Supplier may collect, use, and disclose Personal Information for service provisioning, support, billing, fraud prevention, and legal compliance.

19.4 Cross-Border Disclosure

The Customer consents to the Supplier disclosing information (including Personal Information where lawful and necessary) to Carriers, vendors, and support providers located in Australia or overseas for the purpose of supplying the Services, provided the Supplier takes reasonable steps to protect that information.

20. Intellectual Property

20.1 Supplier IP

The Supplier (and its licensors) retain all rights, title, and interest in:

- (a) Supplier systems, software, platforms, tools, templates, methods, and documentation; and

(b) any improvements or modifications developed by the Supplier in connection with the Services.

20.2 Customer IP

The Customer retains ownership of its pre-existing intellectual property, including branding, content, and business data.

20.3 Licence to Use

Each party grants the other a non-exclusive, non-transferable licence to use its intellectual property solely to the extent necessary to perform obligations under this Agreement.

21. Force Majeure

21.1 Relief for Force Majeure

A party is not liable for delay or failure to perform an obligation (other than payment) to the extent caused by a Force Majeure Event.

21.2 Notification and Mitigation

The affected party must:

- (a) notify the other party as soon as reasonably practicable;
- (b) describe the Force Majeure Event and expected impact; and
- (c) use reasonable efforts to mitigate the effects.

21.3 Extended Force Majeure

If a Force Majeure Event continues for more than 60 days and materially affects a Service, either party may discuss in good faith appropriate temporary relief, suspension, or termination of the affected Service.

22. Compliance, Regulatory and Telecommunications Matters

22.1 Regulatory Compliance

Each party must comply with applicable telecommunications, privacy, and data laws relevant to its role under this Agreement.

22.2 Numbering and Porting

Where Services involve telephone numbers:

- (a) number allocation, porting, and retention are subject to Carrier and industry processes;
- (b) timelines are indicative only; and
- (c) the Supplier does not guarantee successful porting where delays or rejections occur due to third-party issues, incorrect data, or regulatory restrictions.

22.3 Lawful Requests and Interception

The Supplier may comply with lawful requests, warrants, or directions from authorities and may disclose information or suspend Services as required by law.

22.4 Fraud and Security

The Customer is responsible for implementing reasonable security controls for its systems and users. The Supplier may suspend or restrict Services where fraud or security compromise is suspected.

23. Subcontracting and Assignment

23.1 Subcontracting

The Supplier may subcontract performance of any part of the Services, including to Carriers, wholesalers, field technicians, and support providers, but remains responsible for its obligations under this Agreement.

23.2 Assignment by Customer

The Customer must not assign, transfer, novate, or deal with its rights or obligations under this Agreement or any Order Form without the Supplier's prior written consent (not to be unreasonably withheld).

23.3 Assignment by Supplier

The Supplier may assign or novate this Agreement (including to a related body corporate or in connection with a business sale or restructuring) on written notice to the Customer, provided the assignee is reasonably capable of performing the obligations.

23.4 Franchise or Outlet Transfers

If the Customer sells, franchises, or transfers a Retail Outlet to another operator, the Service for that outlet remains the Customer's responsibility unless and until:

- (a) the Supplier approves a transfer/novation; and
 - (b) a formal transfer document is executed.
-

24. Notices

24.1 Form of Notices

A notice under this Agreement must be in writing and sent by:

- (a) email to the nominated notice email address;
- (b) prepaid post; or
- (c) courier,

to the contact details specified in this Agreement or an Order Form (or as updated by notice).

24.2 Deemed Receipt

A notice is deemed received:

- (a) if sent by email, when the sender's system records successful transmission (unless a bounce-back is received), provided if sent after 5:00 pm on a Business Day it is deemed received on the next Business Day;
- (b) if sent by post, 3 Business Days after posting within Australia;
- (c) if sent by courier, on recorded delivery.

24.3 Non-Renewal Notices

A notice of non-renewal under clause 4.5 must clearly state:

- (a) that it is a notice of non-renewal;
 - (b) the affected Service(s), Order Form(s), and Retail Outlet(s); and
 - (c) the intended expiry date.
-

25. Dispute Resolution

25.1 Good Faith Negotiation

If a dispute arises, either party may issue a dispute notice. The parties must first seek to resolve the dispute through good faith discussions between operational representatives.

25.2 Escalation

If unresolved within 10 Business Days, the dispute must be escalated to senior representatives of each party.

25.3 Court Proceedings

A party may commence court proceedings at any time for urgent interlocutory relief (including injunctions) or to recover undisputed debt. Otherwise, the parties must comply with this clause before commencing substantive proceedings.

25.4 Continued Performance

Unless the Agreement is terminated, each party must continue performing its obligations during a dispute, including payment of undisputed amounts.

26. General

26.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes prior discussions, proposals, and understandings.

26.2 Variation

A variation to this Agreement is only effective if in writing and signed (or electronically accepted) by authorised representatives of both parties.

26.3 Waiver

A waiver is effective only if in writing. A failure or delay to exercise a right does not operate as a waiver.

26.4 Severability

If any provision is invalid or unenforceable, it is severed to the extent necessary, and the remaining provisions remain in force.

26.5 Relationship

Nothing in this Agreement creates a partnership, agency, joint venture, or employment relationship between the parties.

26.6 Counterparts and Electronic Execution

This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

26.7 Governing Law and Jurisdiction

This Agreement is governed by the laws of **New South Wales, Australia**. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

Schedule 1 – Order Form Template (Retail Outlet Services)

(This Schedule is part of the Agreement and is designed to clearly capture rollover terms at outlet level. The form of this Schedule can change from time to time.)

A. Order Details

- **Order Form Number:** [●]
- **Order Date:** [●]
- **Customer Legal Entity:** [●]
- **Billing Account / Cost Centre:** [●]
- **Supplier Account Manager:** [●]

B. Retail Outlet(s) Covered by this Order

Outlet ID Outlet Name Outlet Address Contact Name Contact Phone

[●] [●] [●] [●] [●]

[●] [●] [●] [●] [●]

C. Services Ordered

Outlet ID	Service Type	Description	Install Fee	Monthly Fee	Usage Charges	Initial Term
[●]	NBN / Fibre / SD-WAN / SIP / Mobile / PABX	[●]	[\$[●]]	[\$[●]]	[As applicable]	[36 months]
[●]	[●]	[●]	[\$[●]]	[\$[●]]	[●]	[36 months]

D. Service Start Date

For each Service at each Outlet, the **Service Start Date** is determined under clause 6 of the Master Agreement unless stated below:

- Outlet [●] Service [●]: [Specific date if agreed]
- Outlet [●] Service [●]: [Specific date if agreed]

E. Rollover / Renewal Terms (Critical Clause)

Automatic Rollover: On expiry of the Initial Term, each Service listed in this Order Form will **automatically renew for successive 12-month periods (Renewal Term)** unless either party gives at least **90 days’ written notice of non-renewal** before the end of the then-current term.

Outlet-Level Application: Rollover applies **separately to each Service at each Retail Outlet**, unless expressly stated otherwise in this Order Form.

Pricing During Renewal: During each Renewal Term, pricing will [remain unchanged / increase by CPI / increase by [x]%) in accordance with clause 11 of the Master Agreement.

F. Early Termination Charges

If a Service is terminated before expiry of its Initial Term or Renewal Term, the Customer must pay Early Termination Charges as set out in clause 15 of the Master Agreement and any service-specific charges below:

- Carrier disconnection charge (if applicable): \$[●]
- Unrecovered hardware amount (if applicable): \$[●] or calculated per attached schedule
- Special build / installation recovery (if applicable): \$[●]

G. Hardware / Equipment

Outlet ID Hardware Item Qty Supply Type (Sale/Lease/Managed/Loan) Charge

[●]	Router	1	Managed	\$[●]/month
[●]	Handset	5	Sale	\$[●]

H. Special Conditions

[Insert any outlet-specific conditions, landlord access requirements, implementation dependencies, or transition assumptions.]

I. Acceptance

This Order Form is accepted and forms part of the Master Telecommunications Services Agreement.

Signed for Supplier

Name: _____

Title: _____

Date: _____

Signed for Customer

Name: _____

Title: _____

Date: _____

Schedule 2 – Example Rollover Wording for Retail Network Rollouts (Portfolio Version)

This optional schedule is useful if you are onboarding many stores in stages and want a cleaner commercial approach.

Portfolio Rollout and Rollover Mechanism

1. The parties acknowledge that Services may be activated progressively across the Customer's Retail Outlets.
2. Each Retail Outlet Service will commence on its own Service Start Date and have its own Initial Term.
3. Unless otherwise specified, each Retail Outlet Service will automatically renew for further 12-month Renewal Terms in accordance with clause 4 of the Master Agreement.
4. A non-renewal notice may be issued for one, some, or all Retail Outlet Services, provided the notice clearly identifies the affected outlets and services.
5. If a Retail Outlet is closed, relocated, divested, or refranchised during a current term, the Service remains subject to the then-current term and any Early Termination Charges unless otherwise agreed in writing.

Schedule 3 – Example Service Schedule

Internet / Data Services

- Speeds are “up to” and subject to Carrier network, contention, and site conditions.
- Planned outages/maintenance windows may apply.
- Fault rectification timeframes depend on Carrier fault class and service type.

Voice / SIP Services

- Number porting is subject to current provider release and industry processes.
- Emergency calling availability may depend on power, connectivity, and configuration.
- The Customer must maintain accurate address/location records for services where required.

Managed SD-WAN / Network

- Supplier-managed devices remain Supplier Equipment unless sold.
 - Configuration changes may require an approved change request.
 - Site LAN issues caused by Customer devices may fall outside scope and be chargeable.
-