

OPTUS ENTERPRISE PRODUCT TERMS

INTERNET OF THINGS (IoT) SERVICES

This Service Description forms part of Optus' Standard Form of Agreement pursuant to the Telecommunications Legislation, where applicable.

1. CONTRACT STRUCTURE

1.1 General Terms:

The Optus General Terms set out the standard terms and conditions applicable to the Service and are available on the Optus website at

<https://www.optus.com.au/content/dam/optus/documents/about-us/legal/OptusOE-GeneralTerms.pdf>.

1.2 Service Description

The Service Description for a given product or service comprises the following Parts:

- (a) Part 1: Service Family Terms
- (b) Part 2: Service Terms.

1.3 Contract Documents

Notwithstanding anything in the General Terms, the Agreement comprises:

- (a) the Service Terms;
- (b) the Service Family Terms;
- (c) the General Terms;
- (d) the Application or Statement of Work, as the case may be;
- (e) the Standard Pricing Table;

together the “**Contract Documents**”.

1.4 Interpretation

If there is any inconsistency between the terms of the Contract Documents that form the Agreement, they will be interpreted in accordance with the General Terms.

1.5 The Agreement

- (a) The Optus IoT Services are supplied by Optus Networks Pty Limited (ABN 92 008 570 330), an Optus Group Company.
- (b) You agree that in purchasing the Service, you have accessed, read and accepted the Contract Documents.

SERVICE FAMILY TERMS: Optus Internet of Things

2. SERVICE FAMILY TERMS

2.1 Internet of Things (IoT) Service

The Optus IoT Service is a suite of carriage and device management platform services used for connecting devices, systems and applications and analysing device data.

3. SERVICE OPTIONS

3.1 Service Options

(a) The Service Family Terms apply to each of the following Service options:

- (i) Machine to Machine (M2M) Service
- (ii) Machine to Machine DCP (M2M DCP) Service
- (iii) IoTConnect Service
- (iv) Optus Connected Car Service
- (v) Optus Telematics
- (vi) Optus Digital Signage Service
- (vii) Optus Geo-Analytics Service

each a “**Service**”.

4. SERVICE PROVISIONING

4.1 Service Provision

(a) Your Application (statement of work) will contain your selected Service option(s), the charges and any applicable service features and characteristics. The Application may also contain a Target Service Start Date.

(b) Optus will use reasonable endeavours to achieve the Target Service Start Date, set out in your Application, but does not make any warranty, representation or guarantee as to the accuracy of this date. Optus will use all reasonable endeavours to minimise the period of any delay.

(c) In order to help ensure that the Service is provisioned by the Target Service Start Date, you must make available all appropriate resources in a timely manner to enable the completion and user acceptance testing of the Service to ensure that the Target Service Start can be achieved.

(d) If service provisioning is delayed due to your failure to take all reasonable steps in supporting the provisioning process or your failure to provide all requested information, Optus may, at its option:

- (i) withdraw its acceptance of your Application and cancel your Service/s; or
- (ii) commence charging for the Service from the Target Service Start Date.

4.2 Service Implementation

- (a) The charges for the Service are set out in your Application (statement of work) and are incurred from the Service Start Date.
- (b) The Service Start Date is deemed to occur on the earlier of:
 - (i) the go-live date for the Service notified by Optus to you or your Authorised Representatives;
 - (ii) the date on which Optus first provides your users with access to the service desk; and
 - (iii) where the service is provided in phases or agreed milestones, on the date of commencement of the first phase or milestone.

5. SERVICE MANAGEMENT

5.1 Service Management Features

- (a) The Service Management components consist of the following base service features:
 - (i) Support (Service Desk, Self Service Portal)
 - (ii) Incident Management, Classification & Reporting
 - (iii) Optus Infrastructure Maintenance
 - (iv) Service Requests
 - (v) Service Transition
- (b) A description of each of the Service Management components are set out at <https://www.optus.com.au/about/legal/standard-forms-agreement/business/service-management>.
- (c) Any additional service management feature or process specific to the Service will be set out in relevant Service Terms for the Service.

6. ACKNOWLEDGEMENTS

You must comply with the following obligations:

6.1 Resale

- (a) You must not re-supply or re-distribute the Service (or any part of it) without the prior written agreement of Optus.
- (b) You acknowledge and agree that where you supply a listed carriage service to the public or use or propose to use a listed carriage service to supply a content service to the public (including as a consequence of reselling, resupply or re-distributing the

Service), you will comply with your obligations as a Carriage Service Provider under the relevant laws and regulations, including without limitation:

- (i) ensuring you have all necessary consents and authorisations to resupply each Service to End Users, including consents and authorisations from End Users, Suppliers and other Carriage Service Providers;
 - (ii) dealing with End Users concerning fault reports and other complaints or enquiries about a Service;
 - (iii) responding to all End User fault reports, complaints or enquiries about services which are provided using a Service;
 - (iv) billing and collecting from End Users for all services which are provided using a Service; and
 - (v) informing your End Users that, where a Service is a Carriage Service, Optus may be required to intercept communications over the Service and may also monitor your usage of the Service and communications sent over it.
- (c) Optus is not, shall not be liable, and excludes all and every liability loss, costs and expenses, to the extent permitted by law for, arising from or in relation to your assessment and/or implementation of your regulatory obligations.
- (d) You agree to cooperate with Optus by the open and timely provision of such information and or documents as may be reasonably requested by Optus or a regulator in order to investigate and establish the regulatory status of the service supplied by you, using the Services, including without limitation in response to any regulatory inquiry.
- (e) You agree to indemnify and keep indemnified Optus on an actual indemnity basis, from and against all losses, costs and expenses (including solicitor client legal costs) arising from or in relation to any breach of these resale provisions or your regulatory compliance as a Carriage Service Provider (if applicable). Optus will use its reasonable endeavours to minimise losses, costs or expenses incurred as a result of your breach.

6.2 Customer Resources

- (a) You must nominate at least two (2) authorised operational users ("**Authorised Representatives**") unless specified otherwise in your Application or statement of work.
- (b) Each Authorised Representative will have access to your Self Service Portal and are authorised by you to provide information and request and accept moves, adds or changes to your Service.
- (c) Your Authorised Representative will have access to Optus Personnel to request a new Authorised Representative or to request a username / password reset.
- (d) You must ensure that your Authorised Representatives manage new user login set up and the removal of terminated users.
- (e) Optus is not required to respond to requests from anyone other than the Authorised Representatives and will not be liable for any Loss arising from non-compliance with any requests made by persons who are not Authorised Representatives.
- (f) You may change your Authorised Representatives by giving notice to Optus providing all relevant contact details, required by Optus. You must ensure you notify Optus to remove terminated Authorised Representatives.

- (g) You must ensure that your users and end users are aware of the scope of the Services and the related procedures defined by Optus' documentation or notified by Optus.

6.3 Sites

Where Optus requires access to your Premises, you will:

- (a) ensure your Premise environment is fit for purpose, including power, space, cooling, physical structures, cabling and any other network, systems or infrastructure needed for the Service;
- (b) ensure that your Premises are ready and available for Optus (or its Personnel) to perform its obligations under the Agreement (either on-site or remote);
- (c) ensure Optus Personnel have full and safe access to your relevant Premises, hardware and software required for the purpose of providing the Services;
- (d) ensure that each Site is at all relevant times ready and available, including all necessary access, permissions, cabling and security, and of appropriate standard for the equipment and for Optus or its representatives to provide any necessary services (either onsite or remotely);
- (e) where and to the extent that Optus Personnel are required to deploy to and/or work within your site, you must comply with the WHS Laws;
- (f) provide suitable and adequate working space around the relevant hardware and software for the use of our Personnel, including adequate light, heat and ventilation, electric outlets and telephone facilities in accordance with applicable Work Health & Safety (WH&S) guidelines for safe working environments;

6.4 Service Exclusions

You acknowledge that in addition to the any service exclusions :

- (a) Optus may decommission the Optus Mobile 3G network, at any time during the Committed Term, in which case the service will continue to be delivered over the Optus 4G mobile network;
- (b) Optus is not responsible for a failure to meet a service level where:
 - (i) the failure is caused because you did not backup your data or the data becomes corrupt as part of a backup;
 - (ii) you fail to comply with a request from us to maintain sufficient capacity for your workloads;
 - (iii) the failure relates to your operation of an application that is not an In-Scope Service, and which is not version "n-1" or later; or
 - (iv) you fail to maintain the required level of product support and maintenance for product or services that are not In-Scope Services.
 - (v) the failure relates to the failure to implement equipment refreshes and install upgrades to software as and when required in respect of the equipment or systems utilised or accessed by the In-Scope Service(s), which are necessary to meet the vendor support conditions and In-Scope Service capacity requirements for the relevant equipment, system or solution;

- (vi) in the event of any incident or alarm being raised, the failure relates to non-compliance with all reasonable requests made by Optus including, if requested, resetting or rebooting your equipment; and
- (c) if you fail to meet, or delay in meeting, any of your obligations under the Agreement (including by providing any information that is incorrect or incomplete), and that failure or delay impacts on Optus' ability to provide the Service, or causes Optus to incur additional cost or perform services outside the scope of the Agreement, then Optus:
 - (i) will be relieved of its obligations in respect of Service Level Targets to the extent caused by your failure to meet your obligations;
 - (ii) may increase the Service charges to take account of any additional costs reasonably incurred by Optus due to such failure or delay, or charge you for additional services provided on a time and materials basis (plus any applicable travel and expenses);
 - (iii) may amend the project timelines or due date for performance to reasonably account for any such failure or delay; and
 - (iv) may exercise any other rights available to it under the Agreement.

7. THIRD PARTY PRODUCTS & SERVICES

7.1 On Supply

The Optus IoT Services may include the on-supply of third party Products and services. Optus is not the manufacturer of the Products, or the primary provider of these services. As far as the law allows, Optus does not offer any warranties for the products or services where Optus is not the manufacturer or primary service provider. The warranties available on third party products and services are as set out in the Third Party Usage Terms

7.2 Third Party Terms

You acknowledge that:

- (a) You have accessed read and accepted the Third Party Usage Terms and understood that your use of any third party Products, Intellectual Property or services is conditional upon your acceptance and compliance with the relevant Third Party Usage Terms;
- (b) Optus may be required to keep records of and provide details to the Third Party Service Provider relating to your use of the relevant Products or services and you authorise Optus to do so;
- (c) Optus may need to cancel your right to use the third party Products or services by notice to you where the Third Party Service Provider ceases to supply the third party Product or Service for any reason or if you fail to agree or comply with the Third Party Usage Terms;
- (d) Your use of the third party Products and services may involve the collection and processing of data and information, which may include personal information. You Optus and the Third Party Service Provider are severally responsible for their respective compliance with the relevant laws relating to privacy. Optus and the Third Party Service Provider will manage such data in accordance with their respective policies and procedures.
- (e) Each Third Party Service Provider is a third party beneficiary under this Agreement and may enforce its Third Party Usage Terms and may provide support directly; and

(f) Where you use third party Products and services that are not on-supplied to you by Optus, you are responsible for ensuring you obtain all necessary approvals and licences to authorise your use of those Products and services in conjunction with the Service.

8. LIABILITY

8.1 To the extent permitted by law:

(a) If Optus is liable to you regarding the third party on-supplied hardware, whether in contract, tort (including negligence), statute, under an indemnity or otherwise, Optus excludes liability for Consequential Loss and limits its liability to the price you have paid for the relevant third party on-supplied hardware.

(b) Liability for your Loss regarding third party software or services on-supplied by Optus as a direct right of use from the Third Party Service Provider, whether in contract, tort (including negligence), statute, under an indemnity or otherwise, is excluded by Optus to the extent permitted by law and is governed by the Third Party Usage Terms between you and the Third Party Service Provider.

(c) If Optus is liable to you in connection with the third party on-supplied software or services, whether in contract, tort (including negligence), statute, under an indemnity or otherwise, to the extent permitted by law, Optus excludes liability for Consequential Loss and limits its liability to the price you have paid for the relevant third party software or services right of use, on-supplied by Optus.

9. INTELLECTUAL PROPERTY

9.1 You must notify Optus immediately after you become aware of any claim of infringement of a third party's Intellectual Property Rights arising out of your authorised use of the Service and allow Optus (or the relevant Third Party Service Provider) to defend the claim.

9.2 If the Service (including any Products or services provided or manufactured by Third Party Service Providers) becomes, or in Optus' opinion may become, subject to any claim of infringement of a third party's Intellectual Property Rights, then Optus (or the relevant Third Party Service Provider) may:

(a) procure you the right to continue to use the Product or service; or

(b) replace or modify the affected Product or service, provided that the performance of the Service is not materially affected.

9.3 You are liable for any Loss suffered or incurred because of your modification or use of any Products in combination with equipment, devices or software not provided, approved, or noted as compatible by Optus or contrary to instructions provided by Optus.

10. SPECIAL CONDITIONS

10.1 Global Resources & Privacy

(a) You acknowledge and agree that:

(i) You are solely responsible for ensuring your collection, use, disclosure and any other handling of data (across any form of medium used to collect and handle data) that occurs in relation to your use of the Service (including its storage) and the information provided to individuals about how their data is handled in compliance with the relevant laws (including data protection laws),

your regulatory obligations and applicable industry standards in any jurisdiction or country where the Services are supplied, performed or created;

- (ii) If you collect Personal Information and use the Service to store records of Personal Information, you are responsible for compliance with the Privacy Act 1988 (Cth) including the Australian Privacy Principles (or any replacement principles) and any other laws applicable to handling such Personal Information;
- (iii) In relation to the use of the Service to collect and store records of Personal Information Optus is not responsible for contacting any individual in relation to collection, use, disclosure or any other handling of the individual's Personal Information as part of the Service;
- (iv) Optus will refer to you any matter raised to Optus, by a third party relating to Personal Information regarding your use of the Service. You must handle all referred matters at your cost, and you agree to indemnify Optus for all Loss Optus incurs in respect of any claim or proceedings commenced against Optus by a third party including a Regulator, in relation an individual's Personal Information collected, used, stored or disclosed in relation to your use of the Service. Optus will use its reasonable endeavours to minimise losses, costs or expenses incurred as a result of your breach.
- (v) Optus may use global resources (non-permanent residents used locally and/or personnel in locations worldwide) in providing the Service to you, including escalation of technical support issues where required;
- (vi) In using the Service, you and your Personnel consent to disclosure of information relating to you, your Personnel and your use of the Service to the (A) relevant third parties at locations outside of Australia, and (B) to Optus' Personnel and Channel Partners to enable the provision of the Service to you.
- (vii) Optus may access your environment, either via direct access onsite or through remote access from any network.

10.2 Your Data

- (a) The Optus Network used to provide the Service is located within Australia. However, data traffic is facilitated by a network access link which may have global reach.
- (b) How you choose to deploy and configure your network connectivity may mean that your data is visible externally and/or can be accessed from outside of Australia.
- (c) While care will be taken by Optus to provide the Service and we will try to keep your data, products and applications secure so that they are not visible to unauthorised third parties, to the extent permitted by law.
- (d) From the date of suspension or termination of the Service for any reason whatsoever, to the maximum extent permissible by law, Optus will not be responsible for any non-delivery of data or loss of data, howsoever the same may arise. Any data stored or addressed to you may be disposed of by Optus as Optus deems appropriate and you will have no claim whatsoever against Optus in such an event.
- (e) You are responsible for your backing up your data, data recovery and security, unless your Application states expressly, that specific data backup, recovery or security functions are the responsibility of Optus.

(f) You acknowledge collection, storage and handling of data can occur from various forms of medium including, but not limited to, call recording, screen recording, email, chat, voice to text, SMS, social media channels, AI channels, meta data analysis.

10.3 Export Controls

(a) You acknowledge that the software and documentation supplied by us is subject to export controls under the laws and regulations of the United States, the European Union and other countries as applicable, and the software may include export controlled technologies, including without limitation encryption technology. You agree to comply with such laws and regulations and, in particular, represent and warrant that you:

- (i) will not, unless authorised by U.S. export licenses or other government authorisations, directly or indirectly export or re-export the software and documentation to or use the software and documentation in countries subject to U.S. embargoes or trade sanctions programs;
- (ii) are not a party, nor will you export or re-export to a party, identified on any government export exclusion lists, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists; and
- (iii) will not use the software and documentation for any purposes prohibited by U.S. law, including but without limitation, the development, design, manufacture or production of nuclear, missile, chemical biological weaponry or other weapons of mass destruction.

(b) You agree to provide us end use and end user information upon our request. You will obtain all required authorisations, permits, or licenses to export, re-export or import, as required. You agree to obligate, by contract or other similar assurances, the parties to whom you re-export or otherwise transfer the Software to comply with all obligations set forth in clauses 10.3(a) and 10.3(b).

10.4 Audit

Upon reasonable notice, you grant us and our licensors (or their independent accountants) the right to examine your software usage to verify compliance with these product terms. If the audit discloses over-usage or any other material non-compliance, you will promptly pay us any additional fees notified to you (which will reflect any third party additional fees or, to the extent the relevant software or products are Optus software or products, the then-current fees payable for the software or products together with and the reasonable costs of conducting the audit).

10.5 Security

You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. Optus will incur no liability to you in relation to any Loss suffered or incurred by you, because of your implemented or lack of implemented security or privacy measures.

10.6 Acceptable Use Policy

The relevant section of the Optus' Fair Go™ Policy – Appendix S, applicable to your Service located at <https://www.optus.com.au/about/legal/standard-forms-agreement/appendices>.

11. SERVICE REBATES

- 11.1 Service Rebates are not available for Optus IoT Services, unless specified otherwise in the relevant Service Terms.

12. LENGTH OF SERVICE TERM

- 12.1 The minimum Committed Term for the IoT services is 12 months. The Committed Term will automatically renew for successive terms of 12 months, unless either party gives written notice of intent to not renew any Agreement and/or Services at least thirty (30) days before expiration of the then current Committed Term.

13. MINIMUM COMMITMENT

- 13.1 This clause 13:

(a) only applies if a Minimum Commitment for the Services is set out in the relevant Application or statement of work; and

(b) to the extent of any inconsistency, is superseded by any clause setting out the operation of the Minimum Commitment otherwise in the Agreement.

- 13.2 At the end of each month, or at the end of each calendar quarter (a calendar quarter ends on 31 March, 30 June, 30 September or 31 December of each year) or at the end of each year (as the case may be), Optus may, at its sole discretion, review your actual spend and the total number of Services you have activated in that period and if the Minimum Commitment is not met by you in that period, a shortfall occurs ('**Shortfall**').

- 13.3 You will pay the Shortfall amount when we charge the Shortfall amount in the invoice.

- 13.4 Shortfalls are in addition to any Cancellation Fee, any fund reimbursement and any other charge or fee.

14. CANCELLATION FEE

- 14.1 Cancellation Fee

(a) Where a Service or an Individual Service is cancelled by you during the Committed Term and a Cancellation Fee is payable under the General Terms, you will need to pay us an amount equal to:

- (i) any unavoidable third party costs that will be incurred by Optus, in respect of the relevant Service or Individual Service for the remainder of the Committed Term; plus
 - (ii) any other up-front costs incurred by Optus in the preparation for or in the setting up of the Service, or Individual Service or Agreement; plus
 - (iii) any costs incurred by Optus in the course of the performance of the Service or Individual Service to the date of cancellation,
- less:
- (iv) any fixed costs or overheads which would have been incurred by Optus in any event regardless of providing you with the Service or Individual Service; and

- (v) the extent to which those costs set out in sub-clauses (i), (ii) and (iii) have already been recouped by payments under the Agreement,

unless a different formula or a specified amount is otherwise expressly provided in the Agreement, including in your Application.

15. ADDITIONAL SCOPE

- 15.1 Any request by you to vary the scope of the Service, including for upgrades to the Service to take advantage of new features or functionality or to increase to the number of end points or devices supported by the Service, will be subject to a separate quotation.

16. DEFINITIONS

Terms not defined in these Service Family Terms are as defined in the General Terms, unless inconsistent with the context.

Access Connection means a telecommunications data carriage service between your Premise and the Optus Network or Supplier Network used for the Service.

Add-On means a feature additional to the Service, which incurs a specific charge and must be selected by you in your statement of work.

AI means artificial intelligence.

Authorised Representative means your nominated Personnel who are authorised to access the Self Service Portal, submit Service Requests and make and request changes to your Optus Services, including the defined scope of your In-Scope Services.

Business Hours means the hours between of 08:00 and 18:00, Monday to Friday AEST/AEDT excluding national public holidays in Australia.

Carriage Service Provider has the meaning given in s 87 of the Telecommunications Act 1997.

Channel Partner means a person or entity engaged by Optus to provide or assist in the provision of the Services to you.

In-Scope Service means the relevant Product, service or device to be managed by Optus, as specified in the statement of work.

Minimum Commitment means either:

- (a) the committed monthly spend for the Services; or
- (b) the committed monthly amount of activated Services;

as set out in the Application.

Rebates mean service rebates, refunds, credits or other monetary exchange or consideration.

Related Service Option means other Optus services that are pre-requisites to obtaining the relevant Service, and must be acquired separately for use with the Service.

Self Service Portal means the Optus MyBusiness Portal, unless specified otherwise in the relevant Service Terms.

Service Description means the Service Family Terms and Service Terms applicable to the Service.

Service Family Terms mean the terms applicable to each Service options as set out in Part 1 of this Service Description.

Service Terms mean the terms applicable to each Service option only, as set out in Part 2 of this Service Description.

Site(s) means your nominated site location(s) for the delivery, installation and or provisioning of the Service and associated Products.

Shortfall is as defined in clause 13.2 in the IoT Family Terms.

Target Service Start Date means the date requested by you and/or estimated by Optus and agreed between the parties, as the target date on which the service is intended to be activated and supplied to you, as specified in the associated statement of work.

Third Party Service Provider means the third party identified in the Service Terms or the relevant statement of work.

Third Party Product means hardware, software or service which are available for purchase or license from us that are manufactured, developed or made available by other companies and for use in conjunction with other Optus services.

Third Party Usage Terms means the terms and conditions referred to in the corresponding definition set out in the applicable Service Terms and the terms and conditions that you and/or your end users must accept when you or your end users, login initially and on each subsequent login, to the relevant Third Party Service Provider platform.

WHS Laws mean means applicable legislation dealing with work health and safety in Australian states, territories and the Commonwealth in place from time to time, as well as any regulations, codes of practice and/or advisory standards made under or in connection with the legislation.