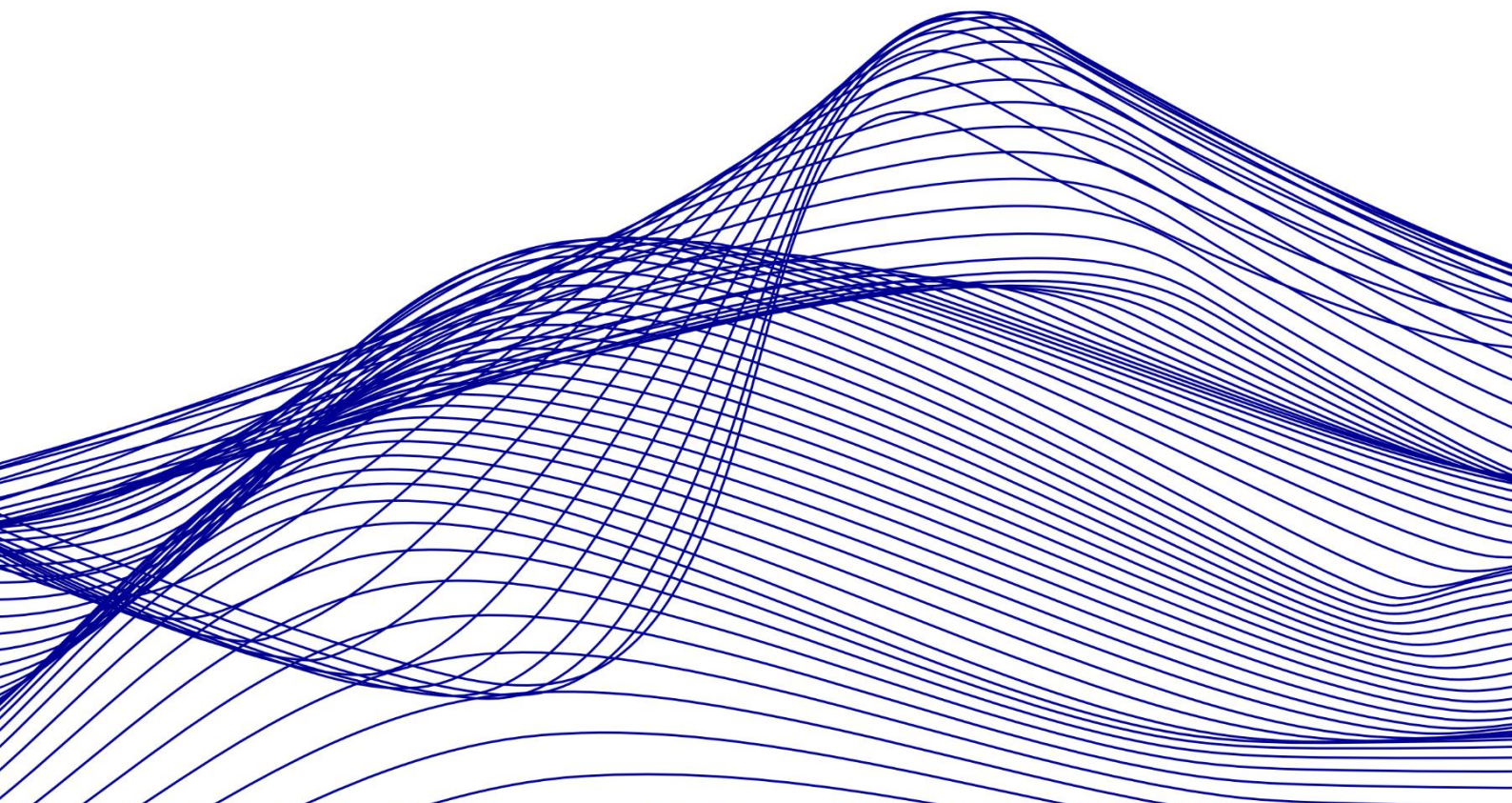


Standard Terms & Conditions

Version 1.2



Standard Terms & Conditions

1. Composition

For the purposes of forming an Agreement, Titan Telecoms have separated the Agreement into four parts, to be interpreted in this order of priority:

1. **Service Order** – terms which apply only to the items listed within the order.
2. **Service Schedule(s)** – terms which apply only in relation to a specific Service or Product provided to you.
3. **Service Level Agreement** – terms which apply to specific Services or Products, outlining Titan Telecoms' commercial obligations surrounding the availability of services and the standard remedies and limitations for breach.
4. **Standard Terms & Conditions** – terms which apply to all services provided by Titan Telecoms (this document).

The Service Schedule(s) will only apply for as long as we provide you with the Product or Service.

2. Precedence

In the interests of eliminating ambiguity, should there be any inconsistency in terms of the Agreement, the aforementioned documents which comprise the Agreement should be interpreted in the order set out above.

3. Back-To-Back

On occasion, Titan Telecoms may use services provided by third parties to deliver your service, which have their own Terms. On these occasions, where these terms vary from our pro-forma Agreement, we may include these Terms in the Service Order, overriding the Standard Terms and Conditions as per the order of precedence.

4. Execution & Continuity

- a) An Agreement is formed and is effective on the last date it was executed (signed) by both parties.
- b) The term of the Service Order begins from the date we advise you that the Service or Product is ready for use ("service completion").

- c) After the Fixed Term, we will continue to supply the Service or Product on a month-to-month basis until you cancel the Services or terminate this agreement in accordance with Section 23.

5. Group Purchasing

Your Group of Companies or related bodies corporate can purchase Services under this Agreement if you:

- a) Provide us with your Group Companies' full corporate details;
- b) Inform your Group Companies of the contractual arrangements and obligations pursuant to this Agreement;
- c) Assume full responsibility for the obligations of your Group Companies (including payment) as if they were your own; and
- d) Ensure that your Group Companies use the Services and Products within the terms of this Agreement.

6. Ordering

- a) You can purchase Services or Products by placing an order, which includes the Services, Fixed Term, Charges and any special conditions or Terms as outlined in any of the documents which comprise the Agreement.
- b) We may accept, reject, or respond to your order at our sole discretion.
- c) If you would like to purchase additional Services, you will need to place a new order.

7. Provisioning & Installation

- a) You must provide us with access to your premises, buildings, or locations for the purpose of installing the Services.
- b) We will install the Services in your Service Order, subject to the acceptance testing process as outlined in the Agreement.
- c) On some occasions, there will be unforeseen circumstances when installing the Services. We will install the Services as close as possible to the targeted delivery date communicated to you, unless we agree otherwise in a Service Order.
- d) On some occasions, we may need third party suppliers or contractors to install some Services. When this is the case, we will advise you of this, however we will be unable to guarantee targeted delivery dates in this circumstance.
- e) Proceeding the installation of your Services, if you identify an issue during the Acceptance Testing Period, you must notify us in writing.
- f) If we have not received written advice informing us of an issue during the Acceptance Testing Period, you are deemed to have accepted the Services and the Fixed Term will commence after the Acceptance Testing Period.
- g) If an issue raised during the Acceptance Testing Period is/was caused by your own equipment and/or system, the Fixed Term will commence after the Acceptance Testing Period.

8. Service Delivery

We will supply the Services and Products in accordance with this Agreement.

9. Terms of Use

You must not use or attempt to use the Service or Product:

- a) Other than for the purpose we have specified in the Agreement (if any);
- b) In a way which breaks any law, harms property or people or infringes on the rights of another party;
- c) In a fashion which interrupts, damages or interferes with the Service or our network; or
- d) To re-supply, re-distribute, sublet, wholesale, resell or otherwise re-distribute the Service or Product, in whole or in part, without our prior written consent.

10. Service Assurance

- a) If the Service or Product experiences a fault, it is your responsibility to perform all reasonable troubleshooting to ensure that the fault is not caused by your equipment or configuration.
- b) If the fault is determined to have occurred because of your equipment, configuration, or another element outside of Titan Telecom's responsibilities, we reserve the right to pass on our costs incurred in restoring, remediating, or otherwise fixing the Service or Product.
 - i. For the purposes of clarity, this does not include faults in the network of a third party used by Titan Telecoms in the delivery of your service.
- c) You must report faults to our network operations centre or other escalation point in accordance with the Escalation Matrix.
- d) If the Services provided to you do not meet the service levels set out in the Service Level Agreement, you will be eligible for the rebate set out in the Service Level Agreement.
- e) The assessable rebate period for the purpose of calculating the Service Level Agreement rebate is measured from when you first raised the fault to us until the fault is restored, regardless of whether we advise you of restoration or not.
- f) The rebate is your sole remedy if we do not meet the service levels outlined in the Service Level Agreement.

11. Maintenance

- a) We may conduct maintenance on our network from time to time.

- b) You acknowledge that network maintenance may impact the Services or Products we provide to you.
- c) We will use reasonable effort to inform you before conducting maintenance work.
- d) Unless otherwise stated in your Agreement, impact to the Service or Product as a result of maintenance is not assessable for the purpose of calculating a rebate as set out in the Service Level Agreement and no remedy shall be provided unless otherwise offered at the sole discretion of Titan Telecoms.

12. Equipment & Chattels

- a) If at any point you receive equipment or chattels from us, Titan Telecoms retains ownership of this property unless we sell, novate or otherwise transfer ownership of the equipment to you.
- b) If we sell, novate or otherwise transfer ownership of any property, the title of the equipment will be transferred to you once all outstanding amounts are settled, at which point all risk is passed to you once the equipment is delivered to the nominated address.

When our equipment is in your custody or located at your premises, you will:

- c) Ensure the equipment is used correctly and/or according to any instruction we give, including but not limited to ensuring it is adequately housed, powered and cooled;
- d) Allow us to service, repair, replace, modify or maintain the equipment;
- e) Reimburse us for any theft or damage to our equipment;
- f) Ensure our equipment is free from charge, lien, mortgage or encumbrance;
- g) Make clear to any third party that the equipment belongs to Titan Telecoms, including but not limited to ensuring that any asset tags are intact and prominently displayed.
- h) If we request, ensure co-operation (including by executing any document(s)) in registering a security interest over the equipment in accordance with the *Personal Properties Securities Act 2009 (Cth)* and *Personal Property Securities Regulations 2010 (Cth)*.

You must ensure that your equipment used in connection to, in conjunction with or relating to any Service or Product provided by us is fully compatible and complies with all Applicable Laws.

13. Warranties

Titan Telecoms warrants that:

- a) We have the right to supply the Service to you;
- b) Our Services or equipment is fit for purpose, of merchantable quality and conform to all relevant specifications, descriptions or requirements as set out in your Service Order; and
- c) The Service will be performed by us with care and skill by Personnel or Contractors with the necessary qualifications and experience.

14. Payment & Taxation

- a) Titan Telecoms will issue you with a monthly invoice for the Charges.
- b) You must pay all charges within the Payment Terms set out in your Agreement. If no Payment Terms are listed in your agreement, you must pay all charges within 30 days of the invoice date.
- c) If your method of payment incurs charges for settlement (such as transaction fees, processing fees or credit card fees), you must pay these charges.
- d) You may dispute an invoice (or any part thereof) only by:
 - i. Notifying us in writing within 14 days of receiving the invoice, outlining the reasons for the dispute; and
 - ii. Pay the undisputed amount according to the Payment Terms.
- e) If your payment becomes overdue, we may:
 - i. Suspend the or Services at our sole discretion; and
 - ii. Charge you interest at the overdraft rate set by our banking institution, plus 2%, compounded weekly.
- f) All indicated charges are exclusive of GST unless otherwise stated.
- g) You will pay the Charges without withholding or deduction, unless doing so is prohibited by law.
- h) If you are obligated to pay withholding tax, the payment you make to us shall include an additional amount which results in Titan Telecoms receiving the full amount which would have been received were no deduction or withholding made.

15. Compliance

- a) Titan Telecoms will comply with all Applicable Laws.
- b) We will only collect Personal Information which is required to supply the Services and will handle this Personal Information according to our Privacy Policy.
- c) We will not access any information, including Personal Information, which you transmit across the Services which we supply.

16. Security

- a) Titan Telecoms commits to continuous improvement measures in regard to developing, maintaining and executing security frameworks and measures which are necessary to protect Personal and Confidential information.
- b) Titan Telecoms systems are subject to compliance with Commonwealth security regulations, including Telecommunications Sector Security Reforms obligations under the *Telecommunications Act 1997* (Cth) and the *Security Legislation Amendments (Critical Infrastructure Protection) Act 2022* (Cth).
- c) You are responsible for the security of information transmitted over the Services we supply to you and make no assurances regarding the security of information while in transit.

17. Workplace Health & Safety

On occasion, our Personnel or Contractors may be required to attend a site which is controlled, owned, or managed by you. Unless otherwise set out in the Agreement:

- a) Titan Telecoms will ensure that its Personnel or Contractors comply with all reasonable workplace health and safety policies and requirements, so long as those requirements are set out in writing before the work commences.
- b) Titan Telecoms will notify you in writing of any injury, accident or near miss involving our Personnel or Contractors, or any breaches or non-compliance with workplace health and safety requirements under any Applicable Laws; and
- c) You will promptly respond to and notify us of any accident or injury involving our Personnel or Contractors, or any breaches or non-compliance with any workplace health and safety obligations under any Applicable Laws.

18. Confidentiality

Each party shall:

- a) Refrain from disclosing any Confidential Information;
- b) Use Confidential Information for the purpose of performing its obligations or exercising its rights under this Agreement;
- c) Not disclose Confidential Information to any person, except its directors, officers, employees or professional advisors who explicitly require the information to perform obligations, exercise rights or conduct audits in connection with the Agreement, or as required by Applicable Laws;
- d) Return or destroy any confidential information on termination of this Agreement, except where statutory obligations prevent the party from doing so; and
- e) Make every reasonable effort to ensure that Confidential Information is stored securely.

19. Customer Reference

We may publicly refer to you as a Titan Telecoms customer in our marketing, sales, reports or financial material. If you do not want us to refer to you as a customer, you must let us know in writing.

20. Intellectual Property

- a) Each party retains ownership of its own intellectual property rights.
- b) Each party grants to the other party a licence to use the intellectual property rights owned by or licenced to it or its Group Companies or associated Bodies Corporate, but only where the other party is required to use the intellectual property for the purpose of providing or using the Services.
- c) Each licence shall be:
 - i. Non-exclusive, non-transferrable and non-sublicensable.
 - ii. Subject to the licensee not copying, modifying, reverse engineering or adapting, unless expressly permitted by Applicable Laws; and

- iii. Solely for the duration of the Service(s).
- d) Where a party makes third party licences available to the other party, the party will:
 - i. Notify the other party of the applicable licence terms; and
 - ii. Comply with such terms.

21. Liability & Indemnity

- a) Titan Telecoms shall not be liable for:
 - i. Any loss (direct or indirect) of profit, revenue, anticipated profits or savings, or goodwill;
 - ii. Any loss or corruption of data;
 - iii. Loss or damage to credit rating or increased financial costs;
 - iv. Any indirect or consequential losses, regardless of whether they were contemplated by either party when the Agreement was entered into, or when the relevant Service Order was placed under it;

Unless such liability cannot be excluded under Applicable Laws.

- b) Titan Telecoms aggregate liability under this Agreement (whether in contract, tort (including negligence), break of statutory duty, indemnity or otherwise) during each consecutive 24 month period starting on the date of the last signature of the Agreement (Liability Period) shall not exceed the amount of the Charges paid or payable in respect of that Liability Period.
- c) Except where not dischargeable by law, our suppliers and/or contractors are expressly excluded from all liability to you arising out of, or in connection with, any Services provided by us to you or any delay or any failure to provide the Services to you under this Agreement.

22. Insurance

- a) Titan Telecoms will maintain the following insurances:
 - i. Professional indemnity insurance for not less than \$20,000,000 in respect of each occurrence and in the aggregate;
 - ii. Public liability insurance for not less than \$20,000,000 in respect of each occurrence and unlimited in the aggregate; and
 - iii. Workers' compensation insurance in accordance with the Applicable Laws
- b) We will make available to you, within a reasonable period, copies of our latest certificates of currency, upon your written request.

23. Termination

- a) You can cancel your Service or terminate this Agreement at any time by giving us 60 days' written notice, unless otherwise noted in the Service Order.
- b) If you cancel your Service during the Fixed Term, you must pay us the monthly Charges for the Service multiplied by the number of remaining months.
- c) If you cancel a Service before we have provided it to you, you must pay us any costs we incur in preparing to provide the Services to you.

- d) We can terminate a Service or this Agreement immediately by giving you written notice if:
 - i. You fail to remedy a breach of this Agreement and we have given you 14 days' written notice asking you to do so;
 - ii. You breach Clause 9 or Clause 12, each of which are essential terms of this Agreement.
 - iii. You fail to pay any amount due under this Agreement within 14 days of the date that we write to you seeking payment;
 - iv. We cannot provide the Services in accordance with this Agreement because of a third-party supplier failure not caused or contributed to by us;
 - v. We are required to do so by law or government direction;
 - vi. We cannot obtain or retain any permit, licence, lease, or consent required to provide the Services;
 - vii. You become (or are likely to become) bankrupt or insolvent, or an administrator, receiver, or scheme administrator is appointed to manage your business or assets; or
 - viii. The Fixed Term has expired.
- e) If this Agreement (or any part of it) is terminated, you must:
 - i. Stop using the Services;
 - ii. Return (or make available for collection) any equipment owned by us according to our reasonable instruction; and
 - iii. Pay all Charges due under this Agreement.

24. Suspension

We can suspend the Services if:

- a) You fail to pay any amount due under this Agreement within 13 days of the date that we write to you seeking payment;
- b) We believe it is necessary to do so to maintain, protect or restore any part of our network; or
- c) There is an emergency;
Only for as long as it is necessary to do so.

25. Force Majeure

A Force Majeure Event is any act of God, fire, cyclone, extreme weather event, explosion or any fault in any third party telecommunications which is beyond the reasonable control of Titan and a direct result of which Titan is prevented from or delayed in performing any obligations under this Agreement;

- a) If a Force Majeure event occurs which prevents either party from performing any or all of its obligations under this Agreement, and the affected party gives the other party written notice as soon as possible, the affected party is:
 - i. Not liable for that failure or delay; and
 - ii. Not required to perform its obligations, whilst affected by the Force Majeure event.

- b) Either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party is subject to a Force Majeure event which continues for more than 30 consecutive days.

26. Dispute Resolution & Arbitration

- a) If there is a dispute, senior representatives of both parties must meet in order to make reasonable and good faith effort to attempt to resolve the dispute.
- b) If the senior representatives of both parties are unable to resolve the issue within 1 month of their first meeting, the Chief Executive Officers or organizational leaders of both parties must meet in order to make reasonable and good faith effort to attempt to resolve the dispute.
- c) Nothing in this Agreement shall prevent either party from seeking interlocutory relief.

27. Changing The Terms

- a) Excepting any changes made in accordance with Clause 27(b) and any Service Schedule, any amendment to this Agreement must be in writing and signed by the parties.
- b) We may vary this Agreement (including changing or introducing new charges, or changing or withdrawing Services), where required to comply with Applicable Laws. We will notify you of such change as soon as reasonably practicable.

28. Assignment

- a) Neither party can assign or transfer its rights or obligations under this agreement without the other party's written consent.
- b) Subject to Clause 41 (Liability Cap), we may sub-contract some or all of our obligations under this Agreement, however we shall remain responsible for the acts or omissions of our sub-contractors.

29. Audits

- a) We cannot, for security reasons:
 - i. Allow any external parties onto our sites or premises; and
 - ii. Provide any information and/or written documentation which may weaken our security posture.
- b) We will permit any reasonable financial audits to be conducted by you, at your cost, provided that such audits are conducted by you no more than once every 12 months and are subject to the requirements of Clause 29(a).

30. General Terms

- a) You must tell us if you are a trust.
- b) Any phrases introduced by the terms "including", "include", "in particular", "in conjunction" or any similar expression or nomenclature are deemed to have the

words “without limitation” following them and are construed as illustrative, not limiting the sense of the words preceding those terms.

- c) Any provisions of this Agreement which expressly or by implication are intended to come into or continue in force on or after the termination of this Agreement, either in whole or in part, will continue in force and shall survive the termination of the Agreement, with those terms continuing in perpetuity or until both parties agree in writing to dissolve the surviving terms.
- d) This Agreement will be binding on the parties and their successors, trustees, permitted assigns, receivers or any other party or entity assuming control and/or ownership of the parties in succession, but no other person.
- e) Any provision, clause or instrument of this Agreement found to be unenforceable does not form part of the Agreement, but the remaining provisions, clauses or instruments remain in full force notwithstanding the unenforceable elements.
- f) All notices shall be sent to the parties’ respective registered office set out in this Agreement by registered post; and/or
- g) The parties agree to accept by way of electronic service, any notice sent by either party, to an electronic mail address previously used or advised by the other party.
- h) This Agreement represents the entire agreement between the parties in regard to its subject matter and supersedes any previous agreements between the parties, excepting any unenforceable provisions, clauses or instruments as outlined in Section 30(f).
- i) The parties acknowledge that, by way of entering into this agreement, neither party has relied upon any statement, warranty, or assurance, expressed or implied, by any person, other than those expressly set forth in this Agreement.
- j) Each party will, from time to time, do any and all things (including executing all documents) necessary or desirable to give full effect to this Agreement.
- k) Each party acknowledges that it has obtained or has had the opportunity to obtain legal advice in regard to this Agreement.
- l) Each party warrants that the individual executing this Agreement has the full and proper authority to do so.
- m) If this Agreement is executed on behalf of you by more than one party, each party shall be jointly and severally liable for performing its obligations pursuant to this Agreement.
- n) This Agreement is governed by the laws of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.