



Statement of Work

SDI Base Service Level

NTT Australia Limited

Table of Contents

- Part 1. SDI Base Service Statement of Work..... 4**
- 1. Statement of Work Details 4**
- 2. Introduction 4**
- 3. Definitions 4**
- 4. Term and Termination..... 5**
- 5. Service Scope 5**
- 6. Service Level Agreement..... 8**
- 7. Charges and Payment Terms..... 9**
- 8. Client Transition 10**
- 9. Reporting 10**
- 10. Service Desk..... 10**
- 11. Services Portal 10**
- Appendix A Client Transition..... 11**
- 13. Client-Provided Resources 11**
- 14. Client Responsibilities and Tasks 11**
- Appendix B Supported Vendors 13**
- 15. Asset Availability Under SDI Base Onsite Plan 13**
- 16. Current Supported Vendors..... 13**
- Appendix C Service Levels 14**
- 18. Service Level Targets 14**

- 19. Standard SLAs 14**
- 20. Priority Based SLAs..... 15**
- 21. Quarterly Meeting SLA..... 16**
- Appendix D Reporting..... 17**
- Part 2. SDI Service Schedule..... 18**
- Part 3. General Terms and Conditions 27**

List of Figures

No table of figures entries found.

List of Tables

- Table 2 – Deliverables for SDI Base Service 8
- Table 3 – Deliverables for Optional Add-ons..... 8
- Table 4 – Priority Levels..... 9
- Table 5 – List of Key Client Responsibilities 12
- Table 6 – Base Service Level – Onsite Service: Standard Incident Response Timers 14
- Table 7 – Base Service Level – Onsite Service: Standard Parts / Engineer Onsite Timers 15
- Table 8 – Base Service Level - Onsite Service: Parts Onsite Timers 15
- Table 9 – Base Service Level - Priority-based Onsite Service: Incident Response Timers 15
- Table 10 – Base Service Level - Priority-based Onsite Service: Parts/Engineer Onsite Timers
..... 15
- Table 11 – Base Service Level - Priority-based Onsite Service: Parts Onsite Timers 16
- Table 12 – Quarterly Meeting Service Levels 16
- Table 13 Reporting..... 17

Part 1. SDI Base Service Statement of Work

1. Statement of Work Details

- 1.1. This section sets out details for the agreement for the supply by NTT of the SDI Services (**Service**) to Client.

2. Introduction

- 2.1. This Statement of Work is structured such that:
- 2.1.1 where the parties have an existing and current master agreement that governs the supply of services by NTT, that agreement will apply; or
 - 2.1.2 where no such master agreement exists, the general terms and conditions contained in [Part 3. General Terms and Conditions](#) apply, with the relevant terms referred to as the "Agreement".

3. Definitions

- 3.1. Capitalized terms used but not specifically defined in this Statement of Work shall have the meanings given to them in the Agreement.
- 3.2. For the purposes of this Statement of Work, unless the context requires otherwise:
- "Configuration Item"** means any item of hardware or software listed in the Record of Entitlement, unless identified as a spare.
- "Incident"** means an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a Configuration Item that has not yet affected a service is also an Incident.
- "Initial Term"** means the first term of this Statement of Work, as specified in the Statement of Work Details;
- "Local Time"** means the local time at the Location where the Configuration Item is located.
- "Location"** means any location at, or from which, the Services are to be provided.
- "Next Business Day"** means the same time on the next Business Day as Client logged the relevant Incident or service request on a Business Day.
- "Party"** or **"Parties"** means the Client or NTT or their successors and permitted assigns.
- "Priority"** means the relative urgency and importance of an Incident based on a combination of impact and urgency, with Priority 1/critical being the highest and Priority 4/low being the lowest.
- "Service Calendar"** means the hours and days specified in the Record of Entitlement during which the Service for the applicable Configuration Item is available.

"Service Charges" means the charges for the Service set out in the Statement of Work Details, an invoice issued by NTT and/or as detailed in the Record of Entitlement.

"Service Commencement Date" means the date on which NTT commences providing the Services, following any applicable Service Transition period, as set out in the Agreement Details.

"Service Plan" means the specific Services purchased by Client, including but not limited to those set out in the Record of Entitlement, Service Levels or as may otherwise be agreed under or pursuant to this Statement of Work.

"Service Portal" means the internet portal created and configured by NTT for access by Client as part of the Service.

"Service Level Target" means a commitment that is specified in *Appendix C. Service Levels*.

"Set-Up Fee" means the fee (if any) described as such in the Agreement Details, payable on the Commencement Date

"SOW Effective Date" has the meaning given in clause 4.1 of this Statement of Work.

4. Term and Termination

- 4.1. This Statement of Work is effective on the earlier of:
 - 4.1.1 the date it is signed by the last party to sign; or
 - 4.1.2 the Client's acceptance of a quote issued by NTT (including by the Client issuing a purchase order that references the corresponding quote),(**SOW Effective Date**) and will continue for the Initial Term.
- 4.2. The provision of the Service will commence on the Service Commencement Date.
- 4.3. After the Initial Term (or any renewed Term), this Statement of Work continues for a further Term of 12 months, unless either party gives the other party written notice not to renew this Statement of Work at least 90 days prior to the end of the Initial Term (or the renewed Term), as the case may be.
- 4.4. NTT reserves the right, upon each anniversary of the Service Commencement Date, to proportionately adjust any and all Charges applicable to ongoing Services (excluding third-party services) to account for any fluctuation to NTT's costs to provide the Service to Client, including inflation, cost-of-living-adjustments (COLA), foreign currency exchange rates, and costs of arranging, operating or procuring underlying utilities, services or technology.

5. Service Scope

- 5.1. The SDI Base Service comprises of Asset Availability Support, Hardware Asset Management Insights, and License Management.

Asset Availability Support

- 5.2. Asset Availability Support is a service in respect of both Hardware and its associated Software Configuration Items including the licenses (perpetual or

subscription). The following different plans are available (*to be retained as applicable*):

- 5.2.1 **Onsite Plan:** offers parts and engineer on site for the purposes of onsite restoration and replacement when needed.
 - 5.2.2 **Parts Only Plan:** offers parts on site for the purposes of onsite replacement when needed. Once the part is delivered, it will be Client's responsibility to install the part.
 - 5.2.3 **Remote Plan:** offers remote resolution of software or configurations where on-site visits are not required.
 - 5.2.4 **Software Plan:** offers remote resolution of subscriptions where the technology comes with embedded support and no additional service SKU is needed by the vendors. See. *Appendix B Supported Vendors*.
- 5.3. Remote support is provided on a 24/7 basis for all plans. Details of the Service Plans are available in Part 3. SDI Base Service – Service Schedule of this Statement of Work.

Hardware Management Insights

- 5.4. Hardware Management Insights tracks Client's installed technology assets. Asset information is extracted for the vendors listed in *Appendix B Supported Vendors*, and is used in interactive live dashboards. The dashboards keep a record of the assets and provide asset-related information that can assist with financial management, upgrade planning, asset consolidation, budget planning, end-of-sale and end-of-life planning and security risk reporting.
- 5.5. This scope to be availed by logging a Self-service request in services portal or by notifying the NTT Client account team.
- 5.6. NTT will only provide dashboard elements from an SFTP upload of CSV. SDI Base does not current provide an option for connectivity into Client environment.
- 5.7. The Client is responsible for providing NTT with monthly or quarterly .CSV uploads to maintain dashboard elements as part of the Hardware Management Insight functionality.

License Management

- 5.8. NTT will provide a Multivendor Digital Wallet service with single sign-on, license request fulfilment and license reporting. NTT's digital wallet shall be updated using one of two methods:
1. With API: NTT requires read only access to API supported OEM license accounts. Digital onboarding will be executed by the NTT Service Activation team. See. *Appendix B Supported Vendors*.
 2. Non-API: Utilizing the "Build Your Own Wallet" (BYOW) capability of NTT's platform, Client shall upload the license information in-line with the life of supported vendors on a monthly basis (*see Appendix B Supported Vendors*). The upload template shall be shared with Client during Client onboarding.
- 5.9. NTT will provide License Optimization recommendations by its licensing subject matter specialists. **Applicable only for API enabled Digital Wallets.**

Access to the Service

- 5.10. Client shall access this Service by logging a self-service request in the Services Portal or by notifying the NTT Client account team.
- 5.11. Vendor license account name and required read only access shall be provided by Client.

Service Onboarding

- 5.12. During service onboarding, Client shall provide a signed *Letter Of Authorisation (LOA)* or equivalent permission for NTT specific to in-scope vendors.

Service Deliverables

- 5.13. The following table sets out the Deliverables in-scope for the Service. Applicable Service Levels are set out in *Appendix C Service Levels*.

Deliverables	Service Plans			
	Onsite	Parts Only	Remote	Software
Service Level Management				
Service Level Monitoring and Reporting (self-serviced through services portal)	✓	✓	✓	✓
Incident Management				
Tier 2 Call Management	✓	✓	✓	✓
Tier 2 Incident Diagnosis and Resolution	✓	✓	✓	✓
Incident Reporting	✓	✓	✓	✓
Services Portal	✓	✓	✓	✓
Parts / Engineer to Site	Both Parts & Engineer	Parts	N/A	N/A
Service Requests (RFI)				
Request for Asset Information	✓	✓	✓	✓
Hardware Asset Management Insights¹				
Hardware asset management dashboard for Insights	✓	✓	✓	X
Configuration Item Control and Updates (Exception Reports handling)	✓	✓	✓	X
License Management				
Multivendor Digital Wallet with single sign-on	✓	✓	✓	✓

¹ The Client is responsible for providing NTT with monthly or quarterly .CSV uploads to maintain dashboard elements as part of the Hardware Management Insight functionality.

Deliverables	Service Plans			
	Onsite	Parts Only	Remote	Software
License optimization recommendations (applicable only for API enabled Digital Wallets)	✓	✓	✓	✓

Table 1 – Deliverables for SDI Base Service

Add-on Deliverables

5.14. In addition to the Deliverables in Table 1 above, Client can opt to procure add-on Deliverables as set out in Table 2 below.

Add-on Deliverables	In-scope
Technical Account Management	Optional
<ul style="list-style-type: none"> Assigned Technical Account Manager Priority 1 and Priority 2 Incident escalation and management support Root cause analysis Monthly technical reviews Change impact analysis 	✓
Service Delivery Assurance	Optional
<ul style="list-style-type: none"> Assigned Service Delivery Manager Service Level requirements discovery Service Level monitoring and reporting Service management review meetings 	✓
Move, Add, Change, Delete (MACD)	Optional
MACD Request Fulfillment	✓

Table 2 – Deliverables for Optional Add-ons

6. Service Level Agreement

6.1. Service Level Targets, Service Calendars, and other applicable Service Level information is detailed in *Appendix C Service Levels*.

6.2. With respect to the Service Level Targets specified in *Appendix C Service Levels* as ‘Priority based’ Service Level Targets, the following descriptions of Priority levels will apply and NTT will assess the Priority of an Incident based on these descriptions:

1 – Critical	<ul style="list-style-type: none"> High business impact i.e., critical business processes or functions are inoperable. No work around in place or workarounds are not sustainable for periods longer than 1 to 2 weeks. Service delivery to NTT’s Client is severely impacted with potential loss of reputation. High level financial exposure through revenue loss due to penalties or Client churn.
---------------------	---

2 – High	<ul style="list-style-type: none"> • Medium level business impact i.e., major business processes or functions are inoperable or largely inoperable. • Workarounds are in place but cannot be sustained for a period beyond 2 – 4 weeks. • Partial impact to Client Service delivery. • Low level financial impact with limited exposure or likelihood of penalties or Client churn.
3 – Moderate	<ul style="list-style-type: none"> • Low business impact i.e., major business processes or functions are partially impacted, minor business processes are inoperable or impacted. • Sustainable workarounds are in place with minimal impact to regional operations. • Low level impact in NTT’s service delivery to our client base. • No financial exposure through penalties or client churn.
4 – Low	<ul style="list-style-type: none"> • Very low business impact i.e., major business processes or functions cannot be performed, and minor business processes are impacted. • Sustainable workarounds are in place with minimal impact to regional operations. • Very low-level impact in NTT’s service delivery to our client base. • No financial exposure through penalties or client churn.

Table 3 – Priority Levels

7. Charges and Payment Terms

- 7.1. Service Charges are payable monthly in arrears. NTT will issue invoices for the Service Charges to the address specified in the Agreement Details or as the Client may otherwise specify in writing. If applicable, the invoice for the Set-Up Fee will be rendered at the Service Commencement Date. Where agreed changes are made to the Record of Entitlement, NTT must invoice the Service Charges for the adjustments pro rata to the end of the then current Term.
- 7.2. The Charges will become payable by the Client from the Service Commencement Date of the first Service element (Asset Availability, or License Management, or Hardware Insights).
- 7.3. NTT may, by giving at least 30 days’ written notice of to the Client, vary the Service Charges:
- 7.3.1 at any time after the Initial Term expires;
 - 7.3.2 at the end of a renewed term; or
 - 7.3.3 at any time after the first 12 months of the Term, if the Initial Term exceeds 12 months and NTT has, with the Client’s consent sub-contracted the Services to a third party which has supplied its services for a price expressed in a currency other than Australian dollars; but
 - 7.3.4 not more than once in a 12 month period.
- 7.4. If the Client and NTT fail to agree on the varied Service Charges within 30 days of NTT’s notice, either party may terminate this Agreement by giving 30 days written notice to the other party.

8. Client Transition

- 8.1. In addition to the obligations set out in *Appendix A Client Transition*, the Parties will, where applicable, prepare and document a Transition Plan in accordance with the provisions of *Appendix A Client Transition*.

9. Reporting

- 9.1. In respect of reporting, the Parties shall comply with their obligations as set out in Appendix D Reporting.

10. Service Desk

- 10.1. The Service Desk contact details are set out in the Welcome email issued to Client by NTT during Transition-In.

11. Services Portal

- 1.1. The Services Portal details are set out in the Welcome email issued to Client by NTT during Transition-In.

Appendix A Client Transition

- 12.1. During the Transition period NTT will follow an established process, which will be coordinated and managed by designated representatives from both Parties, who must make themselves available to assist and provide input into the execution of the process.
- 12.2. On NTT's reasonable request, Client must supply NTT with specific information to enable provision of the Service, including:
 - 12.2.1 information about Client, Configuration Items and associated Attributes, access methods and any other relevant technical information;
 - 12.2.2 authorised contacts who can log tickets with NTT;
 - 12.2.3 Client contacts for Priority escalation purposes; and
 - 12.2.4 relevant processes and policies.
- 12.3. Where applicable NTT will, during Transition:
 - 12.3.1 provide access to end-users as identified by Client; and
 - 12.3.2 provide Client with instructions for navigating the Service Portal.
- 12.4. NTT will commence delivery of the Service when the Transition process has been completed.

13. Client-Provided Resources

- 13.1. Client shall provide NTT with the following Personnel and resources/access to Sites where needed during Transition-In:
 - 13.1.1 a suitably qualified representative to work with NTT to coordinate Transition-In activities;
 - 13.1.2 remote connectivity for NTT to provide remote support;
 - 13.1.3 access to provision any required dedicated connectivity; and
 - 13.1.4 agreed configuration items for non-intrusive testing and review, for the purpose of assessing supportability.

14. Client Responsibilities and Tasks

- 14.1. Client must complete any Transition tasks and changes to Configuration Items as reasonably requested by NTT to enable the provision of the Services and allow NTT to perform its obligations thereunder;
- 14.2. Client shall comply with the responsibilities listed below, as defined in the Client Engagement Form provided to Client during Transition-In.
- 14.3. Failure to provide NTT with a completed SDI Client Engagement Form may result in Transition-In delays. NTT may specify a date by which it requires the Client to provide the SDI Client Engagement Form (or information therein), and if the Client fails to provide such by the specified date, NTT may (at its discretion) commence Transition based on default variables and configurations. If the Client subsequently provides the relevant information and requires NTT to adjust the Service, NTT

reserves the right to charge a reasonable additional amount based on its then current hourly rates.

14.4. NTT is not responsible for delays caused by the Client’s failure to provide the Client Engagement Form in a timely manner.

Ref	Task Description
1	Sharing of asset information and validation of the same in the Services Portal.
2	Sharing of list of users to be onboarded to the Services Portal.
3	Share list of stakeholders to be added to ITSM for notification.
4	Share changes in stakeholders during the tenure of the contract with NTT.
5	Provide license account information and grant access.

Table 4 – List of Key Client Responsibilities

Appendix B Supported Vendors

15. Asset Availability Under SDI Base Onsite Plan

- 15.1. As part of the Asset Availability Support Onsite Plan, NTT shall support in-scope vendor products and technologies.
- 15.2. As part of the License Management service, NTT shall support in-scope vendor's API and Build Your Own Wallet (BYOW) capabilities.
- 15.3. As part of the Hardware Insights service, NTT shall support in-scope vendor products and technologies.

16. Current Supported Vendors

- 16.1. NTT currently supports the following vendors:
 - a. Cisco; and
 - b. Palo Alto.

Appendix C Service Levels

- 17.1. NTT will use commercially reasonable endeavours to ensure that the Services are performed to the specified Service Level Targets, as set out in the Statement of Work.
- 17.2. NTT may, from time to time, issue a notice varying or modifying the terms of the Service Level Targets, where the variation or modification does not reduce the Service Level Target commitment or prejudice Client in any way. Such variation or modification will be effective from the date of notice, unless otherwise set out therein.
- 17.3. Should NTT’s ability to perform its obligations under a Deliverable be dependent on Client and/or Third Party contracted to Client performing certain activities, NTT’s Service Level Target will be suspended until the aforementioned work is completed, in line with NTT’s task management policy, which can be supplied to Client on request.
- 17.4. Service Levels shall be measured and provided in accordance with the parameters specified within the tables, set out in this Appendix C.

18. Service Level Targets

Next Business Day Service Level Targets

- 18.1. Incidents logged after 15:00 (Local Time) on a Business Day or logged on a non-Business Day, will be deemed to have been logged at 08:00 on the Next Business Day, and the Service Level measurement will only commence at that point.

Next Calendar Day Service Level Targets

- 18.2. Incidents logged after 15:00 (Local Time) on a Business Day or logged on a non-Business Day, will be deemed to have been logged at 08:00 on the next calendar day, and the Service Level measurement will only commence at that point.

Note. ‘Local Time’ means the local time at the location where the Configuration Item is located.

19. Standard SLAs

- 19.1. Standard Incident response commitments for SDI Base are set out in Table 5 below, depending on the service code chosen for the Configuration Item.
- 19.2. Client shall request a list of all Service Plans with SLA options, and the appropriate service code to be chosen, from the NTT Account Manager.

Incident Response Commitments

Service Plan	Onsite Only	Parts Only	Remote
Incident Response	15 mins	30 mins	30 mins

Table 5 – Base Service Level – Onsite Service: Standard Incident Response Timers

Parts & Engineer Onsite Commitments

- 19.3. In addition to the Incident response commitments, the Parts & Engineer Onsite commitments are set out in Table 6 below, depending upon the chosen Asset Availability Service Plan.

19.4. Parts & Engineer Onsite commitments are not applicable to remote Service Plans.

Service Plan	24x7x4	BHx4	BHXNBD	8X7XNCD
Parts & Engineer Onsite	4 hours	4 hours(BH)	NBD	NCD

Table 6 – Base Service Level – Onsite Service: Standard Parts / Engineer Onsite Timers

19.5. Parts Onsite commitments are not applicable to remote Service Plans.

Service Plan	24x7x4	BHx4	BHXNBD	8x7xNCD
Parts Onsite	4 hours	4 hours	NBD	NCD

Table 7 – Base Service Level - Onsite Service: Parts Onsite Timers

20. Priority Based SLAs

20.1. NTT offers optional Priority Based SLAs for the SDI Base Service Level.

20.2. In the case of Priority Based SLAs, an Incident can be allocated to one of 4 Priority levels, with Priority 1 (P1) being the highest priority and Priority 4 (P4) the lowest.

20.3. Applicable Priority Based Incident response commitments for the Priority Based Service Plans of the Service are set out in Table 8 below.

Priority Based Incident Response Commitments

Service Plan	Onsite Only	Parts Only	Remote	Software
Response P1	15 mins	30 mins	30 mins	30 mins
P2	15 mins	30 mins	30 mins	30 mins
P3	60 mins	60 mins	60 mins	60 mins
P4	90 mins	60 mins	90 mins	90 mins

Table 8 – Base Service Level - Priority-based Onsite Service: Incident Response Timers

Priority Based Parts & Engineer Onsite Commitments

20.4. In addition to the Priority Based Incident response commitments, the Parts & Engineer Onsite Commitments are set out in Table 9 below, depending upon the chosen Service Plan.

Service Plan	24x7x4	BHX4	BHXNBD	8X7XNCD
Parts & Engineer Onsite P1	4 hours	4 hours	NBD	NCD
P2	6 hours	6 hours	10 hours	10 hours (BH)
P3	8 hours	8 hours	12 hours	12 hours (BH)
P4	12 hours	12 hours	14 hours	14 hours (BH)

Table 9 – Base Service Level - Priority-based Onsite Service: Parts/Engineer Onsite Timers

Priority Based Parts Onsite Commitments

20.5. In addition to the Priority Based Incident Response Commitments, the Parts Onsite commitments are set out in Table 10 below, depending upon the chosen Service Plan.

Service Plan	24x7x4	BHX4	BHXNBD	8X7XNCD
Parts Onsite P1	4 hours	4 hours	NBD	NCD

P2	6 hours	6 hours	10 hours	10 hours (BH)
P3	8 hours	8 hours	12 hours	12 hours (BH)
P4	12 hours	12 hours	14 hours	14 hours (BH)

Table 10 – Base Service Level - Priority-based Onsite Service: Parts Onsite Timers

21. Quarterly Meeting SLA

21.1. Quarterly meeting SLAs are only available if the Client has selected the optional Service Delivery Manager service element:

Commencement of Service Level Measurement	End of Service Level Measurement	Service Calendar	Service Level Target
Service Request initiation from Client	Publication of Quarterly Analysis & Recommendation report on the Services Portal	8x5	Takes place during last 12 Business Days of each quarter

Table 11 – Quarterly Meeting Service Levels

Appendix D Reporting

21.2. Reports can be generated by Client users from the NTT Services Portal.

Service Features	Service Element	Report Name
Incident Management	Incident Management	Incident Aged
	Incident Management	Incident Origin
	Incident Management	Manufacturer Escalations
	Incident Management	Repeat Incident
Service Level Management	Service Level Management	Service Level Achievement Report
License Management	Software Insights	Monthly Analysis & Recommendation
		Quarterly Analysis & Recommendation

Table 12 Reporting

Part 2. SDI Service Schedule

22. Supply of Services

- 22.1. NTT has, at its discretion, the right to make changes to a Service, provided that any such change will not materially alter the Service's features or functionality and will not result in a material degradation to the Service Level Targets.
- 22.2. NTT may make adjustments or add enhancements to its Service Management System during the Term. NTT will provide advance notice of any such changes, where possible.
- 22.3. Depending on the Service plan procured in terms of the Statement of Work, Deliverables may or may not be performed at Client's Location. Where the Service plan stipulates that Deliverables are to be performed remotely and not at Client's Location, unless specifically stated otherwise in the Statement of Work, Client may nonetheless request that NTT perform a Deliverable on-site at Client Location, and NTT may, at its discretion, agree to do so. If agreed by NTT, such obligations will be performed at an Additional Charge, and invoiced in accordance with clause 38 below.
- 22.4. NTT may subcontract parts of the Services to such persons as it, in its discretion, considers necessary to enable it to fulfil its obligations under this Agreement.

23. Configuration Items

- 23.1. The Client must:
- 23.1.1 provide NTT with remote access to the Configuration Items as required by NTT to provide the Services, including ensuring relevant firewall configuration and, if required, redundant connectivity;
 - 23.1.2 ensure that Configuration Items are covered by valid hardware and software maintenance contracts, with Service Level Targets and response times that align with the Service Level Targets and response times to be provided by NTT;
 - 23.1.3 keep all records relating to use and performance of the Configuration Items as NTT may reasonably request and ensure that NTT's personnel have access to such records at all reasonable times;
 - 23.1.4 keep an up-to-date copy of configuration files or other relevant information for all Configuration Items and provide a copy to NTT when requested, except where NTT is responsible for this as part of its contractual obligations to Client under a Deliverable;
 - 23.1.5 notify NTT through a Service Request of all changes to configuration files, including user access credentials, that will affect Configuration Items and the configuration download, no less than 2 (two) Business Days prior to implementing the change;
 - 23.1.6 maintain the integrity of log files associated with a Configuration Item to enable NTT to fulfil its diagnostic obligations. In the event log files are deleted or modified, Client will incur an Additional Charge for NTT to remediate; and
 - 23.1.7 ensure the correct software versions are installed on all Configuration Items to enable NTT to retrieve configuration files.

24. Configuration Item List

- 24.1. A Configuration Item list is specified in each Statement of Work. The Configuration Item list will be subject to change on an ongoing basis as Configuration Items are changed, added and removed in accordance with NTT processes. At any point in time the definitive list of Configuration Items under management in terms of a Statement of Work will be as specified in the Service Management System.
- 24.2. Specifically, regarding End-of-Life Configuration Items:
- 24.2.1 Where NTT determines that it is unable to continue to provide the Services on an End-of-Life Configuration Item, NTT may, by giving the Client at least 90 (ninety) days' prior written notice, remove the End-of-Life Configuration Item from the Configuration Item list. Upon removal, a pro rata adjustment in respect of the Charges.
- 24.2.2 If no equivalent replacement Parts are available, NTT will, if requested by the Client, make reasonable commercial endeavours to temporarily replace a faulty End-of-Life Configuration Item with an upgraded or alternative product (which may be new or used) as a Workaround;
- 24.2.3 If NTT has installed a temporary replacement product for a faulty End-of-Life Configuration Item in accordance with clause 24.2.2, the Client must, within 10 Business Days after the temporary replacement product is installed, notify NTT whether it wishes to purchase a new replacement product. If the Client does not notify NTT within that time or decides not to purchase a new replacement product, NTT may withdraw the service for the relevant End-of-Life Configuration Item after giving the Client 14 (fourteen) days' notice and retrieve the temporary replacement product from the Location. NTT may impose an Additional Charge for engineering services that NTT performs to remove the temporary replacement product from the Location; and
- 24.2.4 Where Client notifies NTT within the time required by clause 24.2.3 that it wishes to purchase a new replacement product, NTT will, at a time agreed between the Parties, remove the temporary replacement product and replace it permanently with the new replacement product. The Client's purchase of any new replacement Configuration Item must be effected pursuant to a separate order between the Parties.
- 24.2.5 The Client must review and validate the information stored in the Configuration Item list and notify NTT of any discrepancies on a regular basis,

25. Client Equipment

- 25.1. Client must:
- 25.1.1 ensure that any Client equipment, network, or systems connected to any NTT Equipment, network, or systems and/or used in receiving the Services is technically compatible, connected, and used in accordance with any instructions and/or safety and security procedures applicable to the use of such Client equipment or as directed by NTT;
- 25.1.2 ensure that Client supplied Parts have at least the same performance and functionality as the replaced components;
- 25.1.3 provide NTT with replacement part in case of non-subscription of part replacement service plan from NTT; and

- 25.2. If any Client equipment, network, or systems do not comply with the requirements of this clause, Client must advise NTT and upon notice from NTT, disconnect such Client equipment, network or systems and where applicable direct NTT to do the same, the cost of which will be borne by Client.
- 25.3. NTT will not be liable for failure to meet any Service Level Target or other obligations under a Statement of Work if the failure is caused by Client's breach of its obligations under this clause or otherwise.
- 25.4. NTT gives no warranty in respect of the interoperability between the NTT Equipment, network and/or systems and any Client equipment, network, or systems.

26. Client Responsibilities

- 26.1. In addition to the general obligations set out in the Agreement, as well as any additional Client obligations specified in this Statement of Work, Client must:
- 26.1.1 provide NTT with reasonable assistance and information to assist it to provide the Services;
 - 26.1.2 supply all communications interfaces NTT requires to enable provision of the Services, except those that NTT keeps on its own premises or installs at a Site for use in providing the Services;
 - 26.1.3 ensure that NTT's information and materials in the custody of the Client for the purposes of this Agreement are protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
 - 26.1.4 give NTT access to a Site when required for the purpose of providing the Services;
 - 26.1.5 provide NTT engineer with up-to-date configuration that shall be used for restoration;
 - 26.1.6 establish and maintain connectivity between Client's equipment, network and/or systems and NTT's Equipment, network and/or systems, as required by NTT to perform its obligations;
 - 26.1.7 if requested, provide secure facilities at a Site for NTT to store tools, Parts and other items necessary for it to perform its obligations under this Agreement;
 - 26.1.8 carry out and maintain restorable backup copies of all relevant software licensed by the Client, whether operating systems, discrete applications or configurations and where NTT requires them to supply the Services, make the same available to NTT upon request; and
 - 26.1.9 perform any other obligations or responsibilities set out in the relevant Statement of Work.
- 26.2. If the Client fails to promptly comply with any of the Client's obligations set out in this Statement of Work or the Agreement, NTT may, in its absolute discretion, suspend performance of any or all of the Services affected as a result of the Client's failure or refusal until the Client has complied with its obligations.

27. Excused Performance

27.1. Without in any way derogating from the provisions specified in clause 46 of the General Terms and Conditions:

27.1.1 NTT will not be liable for any failure or delay in providing the Deliverables, or any non-achievement of Service Level Targets, nor have any other liabilities arising therefrom, to the extent such failure or delay or non-achievement is the direct or indirect result of any act or omission by Client or the failure of Client to comply with any of its responsibilities and obligations under this Services Schedule and any Statement of Work.

27.1.2 NTT shall in no way be liable for Service Level Failures resulting from one or more of the following events:

- 27.1.2 non-availability caused by power outages;
- 27.1.2 non-availability caused by failure of Third Party supplied equipment and/or services; and/or maintenance of such equipment or services;
- 27.1.2 non-availability caused by maintenance carried out by NTT as part of an underpinning maintenance contract;
- 27.1.2 non-availability as a result of errors caused by Client or end-users; and
- 27.1.2 non-availability as a result of a Force Majeure Event.

28. Service Deliverables

28.1. NTT's Support Services are packaged through various combinations of Deliverables, which are grouped under ITIL (Information Technology Infrastructure Library) aligned Service Features.

28.2. The full list of Deliverables, and the Parties' respective obligations thereunder, are set out in Part 2. SDI Service Schedule

28.3. The complete list of Deliverables applicable to the SDI Base Service and the Parties' respective rights and obligations in respect thereof follow hereunder:

29. Asset Availability

29.1. Incident Management

29.1.1 Tier Two Call Management

- 29.1.1 NTT will raise an Incident record as a result of:
 - (a) Client logging an Incident with NTT through the Service Desk;
 - (b) Client logging an Incident with NTT via the Service Portals; or
 - (c) detection of an Event on monitored Configuration Items.

29.1.1 Following the creation of an Incident record, NTT will respond to Client to confirm the initial Incident classification and prioritisation.

- 29.1.1 Client must:
 - (a) raise Priority one and Priority two Incidents with the Service Desk by telephone only; and
 - (b) provide NTT with Client contacts authorised to log Incidents and must notify NTT of any changes to these contacts.
- 29.1.1 Client may request the escalation of an Incident to a higher Priority level by contacting an escalation manager through the Service Desk and quoting the reference number.
- 29.1.1 NTT may downgrade an escalated Incident if it is being managed to a scheduled timeframe, or resolution has been provided to Client and is in the process of being tested.
- 29.1.1 Where Client initiated the escalation, NTT will obtain Client's approval prior to downgrading.
- 29.2. Tier Two Incident Diagnosis and Resolution
 - 29.2.1 NTT will:
 - 29.2.1 remotely diagnose the cause of the Incident by connecting to the Configuration Item to perform Incident diagnosis;
 - 29.2.1 suggest a course of action to resolve the Incident or put a Workaround in place; and
 - 29.2.1 update Client on progress.
 - 29.2.2 Once the Incident is resolved, NTT will:
 - 29.2.2 close the Incident Record; and
 - 29.2.2 notify Client of resolution and closure of the Incident Record.
 - 29.2.3 Where an Incident is caused by Client making changes to Configuration Items, Client may incur an Additional Charge.
 - 29.2.4 An Incident may be classified as a Major Incident, where NTT agrees that specific criteria are met, including:
 - 29.2.4 Client's business, or a critical business function, is inoperable or has the potential to become inoperable; and
 - 29.2.4 an Incident is causing or has the risk of causing a significant revenue impact to Client and a timely solution has not been determined.
 - 29.2.5 NTT will channel a Major Incident through a stricter resolution process that includes, where possible:
 - 29.2.5 shorter timeframes;
 - 29.2.5 assignment of additional resources; and
 - 29.2.5 assignment of a dedicated Major Incident manager.
- 29.3. Incident Reporting

29.3.1 NTT will provide Client with incident management reporting information on a monthly basis, including:

29.3.1 statistical information in respect of Incident management; and

29.3.1 Incident management Service Level Target achievement.

30. Automated Discovery and Hardware Insights

30.1.1 NTT will only provide an SFTP upload of CSV. The SDI Base Service does not currently provide an option for connectivity into Client environment.

31. License Management

31.1. NTT will:

31.1.1 process uploaded license data, generate insights and present to Client through the NTT Services Portal in Digital Wallet; and

31.1.2 use NTT and/or Manufacturer data sets to enrich the Configuration Item data with additional, applicable information.

32. Quarterly Recommendation Meeting

32.1. NTT will schedule a regular quarterly meeting with Client, as agreed between the Parties.

32.2. NTT will compile and distribute a copy of the meeting notes to Client within a reasonable timeframe via the NTT Services Portal.

32.3. Items to be discussed at the meeting may include any previously agreed actions, the recommendation Report, and actions and associated timeframes agreed going forward.

32.4. The Parties must make suitably skilled representatives available to attend a quarterly recommendation meeting.

33. Request Fulfilment

33.1. Service Request Management

33.1.1 NTT will raise a Service Request as a result of:

33.1.1 Client logging a Service Request with NTT through the Service Desk; or

33.1.1 Client logging a Service Request with NTT via the Service Portal.

33.1.2 Following the creation of a Service Request record, NTT will respond to Client to confirm the initial Service Request classification and prioritisation.

33.1.3 Client may request the escalation of a Service Request to a higher Priority level by contacting an escalation manager through the Service Desk and quoting the reference number.

33.1.4 NTT may downgrade an escalated Service Request if it is being managed to a scheduled timeframe, or where a resolution has been provided to Client and is in the process of being tested.

- 33.1.5 Where Client initiated the escalation, NTT will obtain Client’s approval prior to downgrading.
- 33.1.6 Client must log priority Service Requests with the Service Desk by telephone or via the Service Portal with a follow up telephone call.
- 33.2. Request Fulfilment
 - 33.2.1 A MACD Service Request is a Standard Change, which:
 - 33.2.1 is pre-approved by Client;
 - 33.2.1 relates directly to a Configuration Item;
 - 33.2.1 can be performed remotely using the site-to-site connection;
 - 33.2.1 is executable by a vendor-certified engineer;
 - 33.2.1 requires no scoping or project management for its completion;
 - 33.2.1 should not as a single task take more than 4 (four) hours to perform.
 - 33.2.1 when performed as part of a set of requested tasks (i.e., repeating the same single instance or similar tasks in multiple locations or for multiple Configuration Items) does not take more than 16 (sixteen) hours to perform; and
 - 33.2.1 has a set of procedures/work instructions available to complete.
 - 33.2.2 Where a Service Request is raised for a MACD:
 - 33.2.2 the Service Request is considered pre-approved by Client,
 - 33.2.2 NTT will schedule the implementation of the Service Request as agreed with Client; and
 - 33.2.2 should the Service Request as a single task take more than 4 (four) hours to perform or include multiple tasks that exceed 16 (sixteen) hours of effort, NTT will perform the work, as agreed with Client:
 - (a) on a time and materials basis at an Additional Charge; and/or
 - (b) through a formal Consulting and Professional Services engagement, the scope and pricing of which will be set out in a separate Statement of Work.
 - 33.2.3 NTT will fulfil the Service Request through utilising a Service Unit system, whereby Service Units are purchased in advance by Client and deducted on execution.
 - 33.2.4 Service Units will expire on the expiration of the Service and will not be refunded to Client.
 - 33.2.5 For the avoidance of doubt, Client will remain responsible for the mitigation of any risks associated with the implementation of the Service Request and ensure changes are internally approved and communicated.
- 33.3. Service Request Reporting
 - 33.3.1 NTT will provide Client with Service Request reporting information through services portal via, including:

- 33.3.1 statistical information in respect of Service Requests;
- 33.3.1 information in respect of Service Unit usage; and
- 33.3.1 Service Request Service Level Target achievement.

34. Services Portal

NTT must:

- 34.1.1 configure and maintain a Service Portal that provides the applicable named Client personnel with access to information relating to the Service;
- 34.1.2 provide the following functionality in the Service Portal:
 - 34.1.2 log Incidents and Service Requests;
 - 34.1.2 information in respect of Service Unit usage;
 - 34.1.2 query the status of Incidents, and Service Requests; and
 - 34.1.2 view:
 - (a) predefined reports; and
 - (b) Configuration Item records; and
- 34.1.3 where an outage is required, give the Client notice of quarterly scheduled outages for maintenance of the Service Management System at least two weeks prior to the required outage and of emergency or unscheduled outages for maintenance of the Service Management System (for example, to allow for installation of security Patches) as soon as practical.

35. Parts To Site

35.1. NTT will:

- 35.1.1 deliver the required Parts to the Site in accordance with the applicable Service Level;
- 35.1.2 arrange for the collection of any replaced components from the Site within an agreed timeframe; and
- 35.1.3 remotely support Client's onsite technical team in restoration of the replacement part to the earlier working condition

35.2. The Client must:

- 35.2.1 prepare any replaced components for collection by NTT within an agreed timeframe;
- 35.2.2 make available for collection by NTT, any temporary component or Part provided as a Workaround under clause 36.1.2 above; and
- 35.2.3 in the case of non-subscription of onsite engineer support from NTT, prepare and restore received part to the earlier working condition.

35.3. Title in:

- 35.3.1 a replacement Part passes to the Client only after:
 - 35.3.1 installation of the Part; and

- 35.3.1 return of the faulty component to NTT;
- 35.3.2 any Part purchased by the Client passes to the Client upon payment for that Part in full and risk in such additional Part passes to the Client on delivery;
- 35.3.3 a replaced component passes to NTT:
 - 35.3.3 on removal by NTT; or
 - 35.3.3 where the Client removes the component and returns it to NTT, on receipt of the component by NTT; and
- 35.3.4 a component which has been installed at a Location temporarily does not pass to the Client.
- 35.4. Specifications for Parts supplied by NTT are subject to change without notice, provided that supplied Parts must have at least the same performance and functionality as the replaced components.

36. Parts and Engineer to Site

- 36.1. In addition to the deliverables set out in clause 35, NTT will:
 - 36.1.1 if there is an Incident relating to a Configuration Item that cannot be resolved remotely, send an engineer to the Site to resolve the Incident in accordance with the applicable Service Level Target; and
 - 36.1.2 if necessary, implement a solution or Workaround by replacing a faulty component or Configuration Item on a temporary basis while the Incident associated with it is being resolved.

Part 3. General Terms and Conditions

37. Services

- 37.1. During the Term NTT must supply the Services to the Client and the Client must pay the Service Charges and any Set-Up Fee and/or Additional Charges.

38. Service Charges and Payment Terms

Payment Terms

- 38.1. The Client must pay the Service Charges, any applicable Set-Up Fees and any Additional Charges within 30 days after the date on which NTT's invoice is rendered. If the Client disputes an invoice in part, it may defer payment of only that disputed part pending resolution of the dispute. All invoices must be paid in Australian currency.

Failure to pay

- 38.2. If the Client fails to pay any amounts payable to NTT by the due date, NTT may, on seven days' written notice, suspend supply of all or any part of the Service until the Client pays all such overdue amounts.

Special Charges

- 38.3. If access to or replacement of a Configuration Item by NTT requires specialised equipment and/or additional resources to comply with legal or occupational health and safety requirements, the Client will incur an Additional Charge.

Price adjustments

- 38.4. Prices quoted are valid for 30 days from the date of the quotation unless otherwise specified in the quotation. If Products or Services are purchased by NTT in a foreign currency (or if the price for them is subject to adjustment in accordance with exchange rate movements), NTT may adjust the price of those Products or Services after receipt of an order to take account of any change in the exchange rate (as quoted by the ANZ Bank) which occurs between the quotation date and the date of acceptance of the quotation.

Interest

- 38.5. Any amount not paid on the due date for payment will carry interest from that date until payment is made in full at the rate being 2 percentage points above the overdraft rate charged on overdraft accounts over \$100,000 by the Commonwealth Bank of Australia from time to time.

39. Intellectual property

- 39.1. The Client acknowledges that, unless otherwise agreed in writing, all intellectual property rights attaching to products or arising out of the provision of Services are and will remain the property of NTT (or its supplier, where such rights are owned by that supplier). Software will be licensed to the Client on the terms of the relevant license agreement provided with the product or as otherwise agreed between NTT and the Client in writing. Any rights to be conferred on Client will only commence on payment of all charges payable in connection with those rights.

40. Taxes

- 40.1. The Service Charges are exclusive of taxes, duties and charges imposed or levied in Australia in connection with the supply of the Services, and GST. The Client is liable for any new or altered taxes, duties or charges imposed after the Commencement Date in respect of the supply of the Services.
- 40.2. If GST applies to any supply made under or in connection with this Agreement, NTT must issue a valid tax invoice to the Client and the Client must pay the GST at the same time as the invoice for the Service Charges or the Additional Charge.

41. Insurance

- 41.1. During the Term, NTT must:
- 41.1.1 comply with all workers' compensation or similar legislation in respect of its employees and shall obtain and maintain all insurances under and pay all amounts required by that legislation;
- 41.1.2 effect and maintain at its own expense:
- a. a public liability insurance policy, until 3 months following the expiration of the Term, for not less than \$10 million for each claim;
 - b. a professional indemnity insurance policy, which covers the carrying out of the Services under this Agreement for an amount of not less than \$10 million for each claim and in the aggregate, and NTT must ensure that every subcontractor has professional indemnity insurance for each and every claim; and
 - c. upon request from the Client provide evidence of each insurance specified in this clause 41.

42. Warranties

- 42.1. NTT warrants that it will provide the Services in a proper and professional manner and will ensure that the Services are performed by personnel who are suitably qualified to perform the Services.
- 42.2. The Client warrants that it has the appropriate licenses, rights and/or title to the Configuration Items that are the subject of this Agreement.

43. Subcontractors

- 43.1. NTT may subcontract parts of the Services to such persons as it, in its discretion, considers necessary to enable it to fulfil its obligations under this Agreement.

44. Confidentiality

- 44.1. In this clause, Confidential Information means information in any form but does not include personal information (as that term is defined under the Privacy Act 1988), information that is already in the public domain at the time that it is disclosed or information that becomes part of the public domain otherwise than as a result of an unauthorised disclosure by NTT or the Client.
- 44.2. Neither party is permitted, without the prior written consent of the supplying party, to disclose or communicate to any third party or to their employees, servants, agents, contractors or consultants any Confidential Information or use any Confidential

Information for any purpose except for the purpose for which such Confidential Information was supplied or for the proper performance of this Agreement.

- 44.3. Each party agrees that the documents attached to or incorporated in this Agreement by reference are confidential and must not be disclosed to any person (other than a party's legal or financial advisors or as required by law) without the prior written consent of the other party.
- 44.4. The operation of this clause 44 survives the expiry or earlier termination of this Agreement.

45. Privacy

- 45.1. If a Data Processing Agreement (**DPA**) is required by law, in the absence of a signed DPA, both parties will be bound by the DPA located at <https://services.global.ntt/en-us/legal/data-privacy-and-protection>.
- 45.2. NTT must:
- 45.2.1 ensure that personal information (as that term is defined under the *Privacy Act 1988 (Cth)*) received from the Client ("**Relevant Personal Information**") is collected, used, stored, disclosed or handled by NTT in accordance with the Privacy Act and any other applicable law;
 - 45.2.2 promptly notify the Client of:
 - a. a professional indemnity insurance policy, which covers the carrying out of the Services under this Agreement for an amount of not less than \$10 million for each any complaint about the privacy of Relevant Personal Information received by NTT;
 - b. any request for access to Relevant Personal Information received by NTT;
 - c. any actual or suspected unauthorised access or disclosure of Relevant Personal Information, or other breach, or suspected breach, of the Privacy Act and include details of the Personal Information affected;
 - 45.2.3 comply with all reasonable directions of the Client in connection with any complaint or request referred to in clauses 45.1.2(a) and 45.1.2(b) or any complaint or request received by the Client in connection with any Relevant Personal Information that is collected, used, stored, disclosed or handled by NTT or any unauthorised access or disclosure or breach referred to in clause 45.1.2(c);
 - 45.2.4 not, unless otherwise required by law, make any disclosure, or provide any third party access to, any Relevant Personal Information other than in the performance of this agreement or at the written direction of the Client;
 - 45.2.5 promptly take any steps that are necessary to contain and/or rectify any of the matters referred to in clause 45.1.2(b) and the consequences of such matters;
 - 45.2.6 not, unless otherwise required by law, notify any third party of any of the matters referred to in clause 45.1.2(b) without the Client's written consent;
 - 45.2.7 ensure that any Relevant Personal Information or other information it accesses, processes, stores, uses or discloses to third parties is only

transferred or disclosed outside Australia in the performance of this agreement or at the written direction of the Client; and

- 45.2.8 ensure that any subcontract entered into for the purpose of fulfilling its obligations under this agreement contains provisions to ensure that the subcontractor has the same awareness and obligations as NTT has under this clause 45.
- 45.3. The Client will comply with all reasonable directions of NTT in connection with any complaint or request referred to in clauses 45.1.2(a) and 45.1.2(b), any complaint or request received by either party in connection with any Relevant Personal Information that is collected, used, stored, disclosed or handled by NTT, or any unauthorised access or disclosure or breach referred to in clause 45.1.2(c);
- 45.4. NTT will, upon demand by the Client, return to the Client (or if required by the Client, destroy) Relevant Personal Information that has been received by, or is in the possession of, NTT as at the date on which the demand is made.
- 45.5. Nothing in clause 45.2 obliges NTT to return or destroy any document or information incorporated into or annexed to anything which must be retained for compliance purposes, contained in systems, archives or backups which cannot be practicably deleted or information which must be retained as required by law, any accounting standard or the rules of any stock exchange or for sound corporate governance purposes.

46. Limitations on Liability

- 46.1. NTT's aggregate liability, whether arising from breach of contract, negligence or any other tort, in equity or otherwise and whether or not NTT was advised of the possibility of such loss or damage, is limited to the Charges paid or payable to NTT under this Agreement in the 12 months prior to the most recent claim.
- 46.2. The limit on liability under clause 44.1 does not apply to NTT's liability for:
 - 46.2.1 personal injury or death caused by NTT's negligent act or omission;
 - 46.2.2 fraud or fraudulent misrepresentation; or
 - 46.2.3 a third party claim against the Client arising from NTT's infringement of intellectual property rights.
- 46.3. In no event will NTT be liable to the Client for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, revenues, profits, goodwill, bargain, opportunities or anticipated savings, whether arising from breach of contract, negligence or any other tort, in equity or under an indemnity, warranty or otherwise, whether or not NTT was aware of the possibility of such loss or damage.
- 46.4. To the fullest extent permitted by law, the parties agree to exclude all express or implied warranties, representations, statements, terms and conditions relating to NTT or the provision of the Services under these terms, not expressly set out in these terms, are excluded from the agreement between the parties.
- 46.5. Notwithstanding the other provisions of this clause 46, NTT's liability for a breach of a condition or warranty implied into the Agreement by the *Competition and Consumer Act 2010 (Cth)* (other than by Schedule 2 section 51 of the Act or where any limitation is otherwise prohibited) is limited, at NTT's option:

- 46.5.1 if the breach relates to goods: to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods (or of acquiring equivalent goods); or to the payment of the cost of having the goods repaired; and
- 46.5.2 if the breach relates to services: to the payment of the cost of having the services supplied again or the supply of the services again.
- 46.6. NTT will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of any action by or the failure of the Client to comply with this Agreement.

47. Termination

- 47.1. Either party may terminate this Agreement immediately by notice in writing if the other party:
 - 47.1.1 is in material breach of this Agreement and does not remedy such breach within 30 days after receiving written notice of the breach from the other party;
 - 47.1.2 becomes, threatens or resolves to become, or is in jeopardy of becoming subject to any form of insolvency administration;
 - 47.1.3 ceases carrying on all of its business or a material part of it or threatens to do so; or
 - 47.1.4 becomes unable to pay its debts as and when they fall due.
- 47.2. If NTT terminates this Agreement, the Client must immediately pay to NTT the total of all amounts then due to NTT pursuant to this Agreement.
- 47.3. If NTT has the right to terminate this Agreement on any of the grounds set out in clause 47.1:
 - 47.3.1 the Client will not be entitled to a refund or adjustment of any applicable Set-Up Fee or of any Service Charges paid to NTT;
 - 47.3.2 NTT may suspend further supply and require payment in advance for future supply;
 - 47.3.3 claim immediate payment of all moneys due by the Client in respect of the Services which will then be immediately due and payable notwithstanding the due dates for payment or any terms agreed by NTT; and/or
 - 47.3.4 continue to enforce its rights and recover from the Client such payments and any other amounts owing as and when they fall due.
- 47.4. If the Client terminates this Agreement on any of the grounds set out in clause 47.1, the Client is entitled to a pro-rata refund of any part of the Service Charges it has paid for Services to be supplied after the date of termination.
- 47.5. Termination of this Agreement (for whatever cause) does not affect any right or cause of action which has accrued to the party which terminates this Agreement at or prior to the date of termination.

48. Soliciting Employees or Contractors

- 48.1. During the term of this Agreement and for 12 months after termination by either party of this Agreement, a party must not employ or solicit for employment any person who is an employee of or contractor to the other party who was involved during the most recent 12 month period of this Agreement in the matters covered by this Agreement.
- 48.2. This clause does not apply where:
- 48.2.1 a person responds to an advertisement for employment by a party; or
 - 48.2.2 the employment is agreed to by the parties.
- 48.3. Each party acknowledges that the restriction specified in this clause 48 is in the circumstances reasonable and necessary to protect each party's legitimate interests.

49. General Conditions

Other terms

- 49.1. Terms or conditions attached to or forming a part of a purchase order that the Client issues do not form part of this Agreement.

Precedence

- 49.2. In the event of any inconsistency between the following documents which may comprise the Agreement, they must be construed with the documents appearing earlier in the following list taking precedence over those appearing later: (a) any terms contained in the SDI Base Service Statement of Work; then (b) these Part 3: General Terms and Conditions.

Out of scope work

- 49.3. The provision of services which are the subject of an Additional Charge or are otherwise not within the scope of this Agreement will be governed by the terms and conditions set out at: <https://services.global.ntt/en-us/legal/terms-and-conditions>.

Governing Law

- 49.4. This Statement of Work is governed by and must be construed according to the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of courts of New South Wales, Australia.

Prior agreements

- 49.5. This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter.

Relationship

- 49.6. Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, joint venturers or partnership between the Client and NTT.
- 49.7. Neither party may assume any obligation, directly or indirectly on behalf of the other without the other party's prior written consent.

Variations

- 49.8. No variation of this Agreement is binding upon the parties unless made in writing signed by an authorised representative of each of the parties, unless provided

otherwise in this Agreement. NTT's written acceptance of a written request (including a request made by e-mail) by the Client for a variation to the Record of Entitlement is binding on both parties. Following an agreed variation, NTT must issue a revised Record of Entitlement.

Notices

- 49.9. Notices to or by a party delivered in person are deemed to be given by the sender and received by the addressee when delivered to the addressee: if by post, 3 Business Days from and including the date of postage; or if by facsimile, when successfully transmitted to the addressee provided that if transmission is on a day which is not a Business Day or is after 5.00 PM (addressee's time), on the next Business Day.

Illegality

- 49.10. Any provision or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Waiver

- 49.11. A waiver of a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement must be in writing and signed by the party granting the waiver.

Force Majeure

- 49.12. Neither party is liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond its reasonable control, including but not limited to any of the following: acts of god, including but not limited to fire, flood, earthquake, windstorm, or other natural disaster; fire, explosion, or accidental damage; adverse weather conditions; non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); interruption or failure in communications networks and facilities, (including the internet) and interruption or failure of utility service, including but not limited to electric power, gas or water; or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law)

Assignment

- 49.13. Neither party is entitled to deal with the benefit of this Agreement in any way (whether by assignment, sub-licensing or otherwise) without the other party's prior written consent.

Severability

- 49.14. If a court declares that any provision of this Agreement is void, illegal or unenforceable, then to the extent possible, the remainder of this Agreement is to be interpreted or construed to facilitate the operation of this Agreement consistent with the expressed intention of the void provision. Any adverse declaration will not affect or be applied to the provision in a jurisdiction where it is valid.

Entire Agreement

- 49.15. This Agreement is the entire agreement of the parties regarding the subject matter and supersedes any previous understanding or agreement on that subject matter, other than the terms of individual Statements of Work. The Client retains all its rights not specifically granted to NTT in this Agreement. NTT retains all its rights not specifically granted to the Client in this Agreement.

No publicity

- 49.16. The Client may not refer to NTT directly or indirectly in any media release, promotional or public announcement relating to the existence and content of this Agreement, without first obtaining prior written consent from NTT.

Application of this Agreement

- 49.17. Unless the quotation issued in respect of the Services specifies that it is subject to a separate contract signed by the parties, these terms and conditions apply to the quotation and any purchase order issued in respect of it.



Together we do great things