

1. Acceptance

- 1.1 This Agreement is between GCR Management Pty Ltd trading as Connected Buildings ABN 34 617 897 122, its successors and assignees, (referred to as “**the Supplier**”, “**we**”, “**us**” or “**our**”), and the Customer described in the Order Form (referred to as “**Customer**”, “**you**” or “**your**”), and collectively the Parties.
- 1.2 You have requested the Products and Services. You agree and accept that these Terms and Conditions, including the Schedules (Terms) and the Order Form, form the Agreement under which we will supply Products and Services to you. Please read the Terms carefully. Please contact us if you have any questions.
- 1.3 In the event of any inconsistency between:
 - (a) an Order Form;
 - (b) these Terms, excluding the Schedules; and
 - (c) the Schedules,
 the document listed higher in the above list will take precedence to the extent of the inconsistency.
- 1.4 You accept this Agreement by:
 - (a) signing and returning the Order Form; or
 - (b) confirming by email that you accept the Order Form.

2. Term

- 2.1 This Agreement commences on the Commencement Date and continues until terminated under clause 2.3 or clause 14 (Term).
- 2.2 Each Order Form commences on the Order Commencement Date specified in the Order Form and continues for the period specified in the Order Form.
- 2.3 If there are no Order Forms in effect, either party may terminate this Agreement by giving the other party 30 days written notice.

3. Services

- 3.1 We agree to perform the Services set out in the Order Form with due care and skill.
- 3.2 Third parties who are not our employee or our direct contractor (**Third Parties**) will be your responsibility. We are not responsible for the services provided by Third Parties.
- 3.3 Our Services cover the scope in the Order Form. If you request additional services, including but not limited to changes in scope or variations (**Variation**), we have discretion as to whether we perform this work and whether an adjustment to the Fee may be required in respect of the same.
- 3.4 If we agree to perform any Variation, then we will inform you and agree with you any additional costing (**Variation Fee**). We will invoice you accordingly for the Variation upon receipt of your approval, which may be via an Order Form signed by the parties.

4. Products

- 4.1 We will install the Products in your Site.
- 4.2 Risk in the Products will pass to you when we have installed the Products in your Site.
- 4.3 Title to the Products will pass to you on expiry of the Initial Term provided you have paid the Fee in full in accordance with this Agreement.
- 4.4 Subject to clause 4.3, You agree that we hold a general lien over any Products owned by us that are in your possession, for the satisfactory performance of your obligations under this Agreement,

and that we may enter your Site and remove any Products which have not been paid for when due.

5. Products Warranty

- 5.1 Subject Schedule 1, specified Products are warranted by us to be free from Defects for the Term.
- 5.2 We set out below the circumstances where we will not be liable to you under this warranty. Again, this clause does not seek in any way to limit your statutory rights, including under the ACL.
- 5.3 To the maximum extent permitted by law, this Warranty does not cover, and we will have no Liability, and you waive and release us from any Liability (under this warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:
 - (a) act or omission, accident, or negligence by you or any third party not engaged by us;
 - (b) failure on your part to properly maintain your Products in accordance with any of our instructions or guidelines, except where we are obligated to provide such maintenance under this Agreement;
 - (c) failure on your part to follow any instructions or guidelines (including any manual) provided by us in relation to your Products;
 - (d) use of your Products otherwise than for any application or use specified by us or the manufacturer; or
 - (e) installation, repair, replacement, maintenance, or otherwise compromise of the Products by you or any person other than us or the manufacturer.
- 5.4 To the maximum extent permitted by law, this warranty will be void, we will have no Liability, and you waive and release us from any Liability, whether under this Warranty or otherwise, if any work or services carried out by us (including repair and maintenance work or services) are altered, tampered with, overhauled, or otherwise compromised by you or any person other than us or the manufacturer, without our prior written consent.
- 5.5 We will have no Liability, and you waive and release us from any Liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under this warranty, or in assessing any claim made by you under or in relation to this Warranty.
- 5.6 Additional Expenses: Any works or services requested by you to be performed by us (including any work or services that are additional to repairs carried out by us pursuant to clause 5) and deemed by us to not be covered under this warranty may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

6. Data

- 6.1 The Customer must provide the Data requested by the Supplier in order for the Supplier to provide the Services.
- 6.2 The Customer grants to the Supplier a limited licence to copy, transmit, store and back-up or otherwise access during the relevant Services Term solely:
 - (a) to supply the Services;
 - (b) for diagnostic purposes;
 - (c) to test, enhance and otherwise modify the Services;
 - (d) to develop other Services provided we de-identify the Data; and

- (e) as reasonably required for the performance of the Supplier's obligations under this Agreement.
- 6.3 The Customer represents and warrants that any and all Data supplied by the Customer or otherwise accessed by the Supplier through the provision of the Services is the sole and exclusive property of the Customer or the Customer has secured any and all authorisations and rights to use the Data as applicable.

7. Price, Invoicing and Payment

- 7.1 You agree to pay us the Fees, for the Products and Services that you have requested, as set out in the Order Form. All amounts are stated in Australian dollars. All purchase prices exclude Australian GST where indicated (where applicable). All Fees assume works can be completed during weekday hours 6am to 6pm. After hours works incur additional cost per rates Schedule 2
- 7.2 If you dispute an invoiced amount:
- provide us with written notice within 5 Business Days of the date of the invoice stating the amount you believe is due for payment and setting out the reasons for not paying the balance. You cannot dispute invoices once 5 Business Days from the date of the invoice have elapsed; and
 - pay the amount you believe is due for payment by the date that payment must be made under the Order Form.
- 7.3 If any payment has not been made in accordance with the Invoice Terms, Supplier may (at its absolute discretion):
- immediately cease to provide Services to you or suspend the provision of the Services, and recover as a debt due and immediately payable from you its Additional Costs of doing so;
 - charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 2% per month, calculated daily and compounding monthly, on any such amounts unpaid after the due date;
 - engage debt collection services and/or commence legal proceedings in relation to any such amounts; and/or
 - report Customer to any independent credit data agencies.
- 7.4 If you rectify such non-payment after the Services have been suspended, then the Supplier we will recommence the provision of the Services as soon as reasonably practicable.

8. Warranties

- 8.1 We warrant that throughout the Term that:
- we are properly constituted and have the right and authority to enter into this Agreement;
 - we have, and will at all times have, use and apply the skills, qualifications, expertise, capacity, resources and experience necessary to carry out our obligations under this Agreement;
 - the information we provide to you is true, correct and complete in all material respects;
 - we will not infringe any third party rights in working with you and providing the Services;
 - we will provide the Services in accordance with all applicable Laws;
 - all of our obligations under this Agreement will be carried out:
 - by suitably competent and trained Personnel;
 - in an efficient and professional, manner; and

- with the standard of diligence and care normally employed by duly qualified persons performing obligations similar to our obligations under this Agreement; and
 - we are responsible for obtaining any consents, licences and permissions from other parties necessary to provide the Services, at our own cost.
- 8.2 You warrant that you will not canvass, employ, induce or attempt to employ, induce, solicit or entice away from us, any employee or contractor that was employed by or contracted to us during the term that we provide Services to you or the prior 12 month period.
- 8.3 You warrant that throughout the term of this Agreement that:
- there are no legal restrictions preventing you from agreeing to the Terms;
 - you will cooperate with us and provide us with information and comply with requirements in a timely manner, as requested by us from time to time, that are reasonably necessary to enable us to perform the Services;
 - the information you provide to us is true, correct and complete;
 - you will not infringe any third party rights in working with us and receiving the Services;
 - you must grant us reasonable access to the Data, source code, websites and/or Systems identified in the Order Form to ensure that we can perform our Services;
 - you will inform us if you have reasonable concerns relating to our provision of Services under the Terms, with the aim that we and you will use all reasonable efforts to resolve the concerns;
 - you are responsible for obtaining any consents, licences and permissions from other parties necessary to receive the Services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions;
 - you consent to the use of your name in relation to the Services in a way which may identify you, including in website testimonials;
 - if applicable, you have a valid ABN which has been advised to us; and
 - if applicable, you are registered for GST purposes.

9. Your Obligations

- 9.1 The Customer will provide all required materials, including the Data specified in clause 6, as required by the Supplier from time to time for the Supplier to perform the Services.
- 9.2 The Customer must, at the Customer's own expense:
- provide all reasonable assistance and cooperation to the Supplier in order to enable the Supplier to supply the Products and Services in an efficient and timely manner;
 - use reasonable endeavours to ensure the Data is virus-free, accessible and usable in order for us to provide the Services; and
 - permit the Supplier and its Personnel to have reasonable access to the Customer Systems, where necessary, for the purposes of installing and supplying the Products and Services.
- 9.3 The Customer acknowledges and agrees that
- if the Supplier wishes to alter the delivery of the Managed Services which requires a change to the Customer Systems (including reconfigurations or interface customisations the extent necessary to access or use the Managed Services)

the Parties must agree such changes in writing. For clarity, the Supplier may not alter the delivery of the Managed Services so that it is materially less than that available at the Order Commencement Date.

- 9.4 Fair use policy: Supplier's SmartBuilding technology uses 'Machine to Machine' connectivity. An 'M2M' SIM card is the same as a mobile phone SIM, but the account is different. Supplier pays \$3/pm for the line, however every KB, SMS, and second of talk time is chargeable, and the rate is high. The Products must only be used for their intended purpose of making emergency phone calls only. Any failure of the Lift Emergency Phone and related Products caused by misuse is the responsibility of the Customer. Where the Lift Emergency Phone is used other than for its intended purpose or there is unusual usage, Supplier may charge the Customer for such use.

10. Access to Premises

- 10.1 You must give the Supplier and its Personnel reasonable access to your Systems, Site and facilities as may be required to enable the Supplier to provide the Products and Services, including in case of emergencies, maintenance and outages. In doing so, you must:
- (a) provide and maintain a safe working environment for the Supplier's Personnel while accessing your premises and facilities; and
 - (b) ensure that you discharge all health and safety duties imposed on you, including in respect of the Supplier's Personnel, as a person conducting a business or undertaking as required by applicable legislation regarding workplace health and safety.
- 10.2 Installation appointments are expected to include full access to all required areas as required, such as Lift Motor Room, Comms cupboards, MDF, switch rooms, plant rooms, and any common area that must be traversed to reach these locations, and any tenanted area that must be traversed to reach these areas, including all keys, security passes required to do so. Access problems will result in chargeable additional hours and/or return call out fees.

11. Our Intellectual Property

- 11.1 The work and materials that we provide to you in carrying out the Services contains material which is owned by or licensed to us and is protected by Australian and international laws (Materials). We own the Intellectual Property incorporated into our Materials.
- 11.2 You agree that, as between you and us, we own all Intellectual Property rights in our Materials, and that nothing in these Terms constitutes a transfer of any Intellectual Property ownership rights in our Materials, except as stated in these Terms or with our written permission.
- 11.3 Your use of our Materials does not grant you a licence, or act as a right of use, any of the Intellectual Property in the Materials, whether registered or unregistered, except as stated in these Terms or with our written permission.
- 11.4 You must not breach our Intellectual Property rights by, including but not limited to:
- (a) altering or modifying any of the Materials;
 - (b) creating derivative works from the Materials; or
 - (c) using or sharing our Materials for any purposes, including on-sale to third parties without our prior written consent.

- 11.5 You are responsible for proofing and approving all specifications drafted by us for your business. Upon approval from you, any subsequent errors in publishing are not our responsibility.

12. Confidential Information

- 12.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; and only to use the Confidential Information for the purpose for which it was disclosed by you, and not for any other purpose.
- 12.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; and only to use the Confidential Information for the purpose for which it was disclosed or provided by us to you, and not for any other purpose.
- 12.3 These obligations do not apply to Confidential Information that:
- (a) is authorised to be disclosed;
 - (b) is in the public domain and/or is no longer confidential, except as a result of breach of these Terms;
 - (c) is received from a third party, except where there has been a breach of confidence; or
 - (d) must be disclosed by law or by a regulatory authority including under subpoena.
- 12.4 The obligations under this clause will survive termination of these Terms.

13. Feedback and Dispute Resolution

- 13.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our Services, please contact us.
- 13.2 If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:
- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith within 10 Business Days of the respondent's receipt of the notice to seek to resolve the dispute by agreement between them (Initial Meeting).
 - (b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales, Australia, to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
- 13.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

14. Termination

- 14.1 The Parties may terminate this Agreement by mutual signed agreement. All Order Forms in existence at the time of termination shall survive termination of this Agreement, unless a Party has terminated this Agreement in accordance with clause 14.3, in which event any Order Forms will terminate simultaneously.
- 14.2 You may terminate this Agreement and any affected Order Form if you sell the property for which we provide the Managed Services

- provided you give us at least 30 days' prior written notice. If this occurs during the Initial Term, you must provide us access to your Site while the property is still owned by you to exercise our rights under clause 4.4. If access is not provided on request, you must pay out the remainder of the Initial Term in accordance with clause 14.5.
- 14.3 Either party may terminate this Agreement and any affected Order Form, where to the extent permitted by law the other Party:
- (a) has breached a material term of these Terms and has failed to remedy such breach within 10 Business Days of receiving notice to do so, subject to any other express right of termination;
 - (b) ceases operation without a successor; or
 - (c) seeks protection under any insolvency, bankruptcy, receivership, trust deed, creditors arrangement, administration, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days).
- 14.4 We may terminate the Terms by providing you with five business days' notice, in our sole discretion, if you fail to pay an Invoice within 10 business days of the payment date.
- 14.5 Subject to clauses 14.1 to 14.4, you may terminate this Agreement or an Order Form prior to the end of the Term or Services Term, as applicable, in which event you must pay the Fees for the period from the date of termination to when the Services Term would have expired had you not terminated prior to the end of the Services Term in full without any discount.
- 14.6 On termination of these Terms:
- (a) you agree that any payments made are not refundable to you, and you are to pay (i) all invoices for Services rendered to you; and (ii) for those Services that have been rendered or Products provided, but not invoiced, up to the effective date of termination;
 - (b) you must pay the Supplier for those Third Party Services specifically ordered by the Supplier for you in anticipation of this Agreement continuing, where those orders cannot be cancelled without losses or expenses incurred by the Supplier;
 - (c) you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and Intellectual Property.
- 14.7 On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information, Data and Intellectual Property, and/or documents containing or relating to your Confidential Information and Intellectual Property.
- 14.8 On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to the Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.
- 14.9 On termination of these Terms, we may offer to provide you with dis-engagement support services at our then current rates, such dis-engagement support services to be agreed in writing by the Parties.
- 14.10 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.
- 14.11 This clause will survive termination of these Terms.
- 15. Consumer Law, Limitation of Liability and Disclaimers**
- 15.1 ACL: Certain legislation including the Australian Consumer Law (ACL) in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Products and Services by us to you which cannot be excluded, restricted or modified (Statutory Rights). Our liability is governed solely by the ACL and these Terms. Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for Products and Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.
- 15.2 Our goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled:
- (a) to cancel this Agreement with us; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value.
- 15.3 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a Services does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the Services and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or Services.
- 15.4 Delay and Misinformation: If the provision of the Services depends upon or includes the provision of information, materials, consents or approvals by the Customer of your Personnel or requires the cooperation, act or response of the Customer of your Personnel, the Customer will provide that information, cooperation and those materials, consents or approvals in a timely manner. If the Customer breaches this obligation, Supplier will be entitled to an extension of time in respect any deadline or milestone and may increase the Fee to the extent of the delay caused by the Customer and Supplier will have no liability for a failure to perform the Services caused by the Customer. If Customer provides incorrect information to Supplier and Supplier relies on such information, such as Site factors, and the System Installation fails due to the use by Supplier of such incorrect information, Supplier may charge Customer additional Fees to ensure that the System Installation is successful.
- 15.5 Liability: To the extent permitted by law, in any Contract Year, the Supplier's liability in the aggregate for all Liabilities or Claims in relation to any Products, Services, Order Form, these Terms or this Agreement (whether under statute, contract, negligence or other tort, indemnity, or otherwise) will be limited to the amount of the

- Fee paid by you to the Supplier in that Contract Year in respect of the relevant Services or Products giving rise to Liability.
- 15.6 The Supplier will not be liable to you for any Liability or Claim arising (whether under statute, contract, negligence or other tort, indemnity, or otherwise) in relation to any Consequential Loss, nor for any loss of profits, revenue, goodwill or reputation.
- 15.7 To the extent permitted by law, either Party's liability under or in connection with this Agreement will be reduced to the extent, if any, to which the other Party's acts or omissions cause or contribute to its own loss or damage.
- 15.8 To the extent permitted by law, the Supplier will not be liable to you for any Liability or Claim caused or contributed by:
- implied or express guarantees, representations or conditions of any kind, which are not stated in the Terms which cannot be excluded by law;
 - the loss, corruption, deletion or changes in part or whole of the Data; and
 - any virus, fault or defect in any item in your System.
- 15.9 Notwithstanding anything to the contrary in this Agreement, the Supplier will not be liable for any interruption to the Services, unavailability or outage, or any interruption, unavailability or outage of your Systems, caused by any third party, whether they are Third Parties or providers of Third Party Services.
- 15.10 The Supplier will have no Liability for any Claims arising in relation to Third Party Services.
- 15.11 This clause will survive termination of these Terms.

16. Indemnity

- 16.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- our receipt and use of the Data; and
 - any personal injury suffered by us or our Personnel when at the Site.
- 16.2 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- 16.3 This clause will survive termination of these Terms.

17. General

- 17.1 Privacy: We agree to comply with any legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) that are applicable to us and any other applicable legislation or privacy guidelines.
- 17.2 Any Data provided to us may be disclosed, if appropriate, to other entities in order to facilitate the purpose for which the information was collected. Such entities generally include:
- third party service providers for the purpose of enabling them to provide a service such as (but not limited to) payroll, superannuation administration, IT service providers, data storage, web-hosting and server providers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers;
 - any applicable or relevant regulator or third party for the purpose of legislative or contractual compliance and/or reporting;
 - any related entities of the Supplier; or

- other entities if you have given express consent.
- 17.3 From time to time, these parties may reside outside Australia. The Supplier's contracts with these parties generally include an obligation for them to comply with Australian privacy law. However, you acknowledge that, by agreeing to the disclosure of Personal Information to these entities outside of Australia, the Supplier will no longer be required to take reasonable steps to ensure the overseas recipient's compliance with the Australian privacy law in relation to Personal Information and we will not be liable to you for any breach of the Australian privacy law by these overseas recipients. On this basis, you consent to such disclosure.
- 17.4 Publicity: You consent to us using advertising or publicly announcing that we have undertaken work for you.
- 17.5 Email: You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 17.6 GST: If and when applicable, GST payable on our Services will be set out on our Invoices. By accepting these Terms you agree to pay us an amount equivalent to the GST imposed on these charges.
- 17.7 Relationship of parties: The Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.
- 17.8 Assignment: The Terms are personal to the Parties. Customer must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the Supplier (such consent not to be unreasonably withheld). Supplier may assign, sub-contract or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the Customer.
- 17.9 Severance: If any provision (or part of it) of the Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of the Terms are valid and enforceable.
- 17.10 Force Majeure: We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any Force Majeure Event. We will provide you with prompt notice of the occurrence of any Force Majeure Event. If we are delayed from performing our obligations due to such a circumstance for a period of at least two months, we may terminate our agreement with you by giving you five business days' notice in writing.
- 17.11 Notice: Any notice required or permitted to be given by either party to the other under these conditions will be in writing addressed to you at the address in the Order Form. Our address is set out in the Order Form. Any notice may be sent by standard post or email, and notice will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission.
- 17.12 Jurisdiction & Applicable Law: These terms are governed by the laws of New South Wales, Australia, and the Commonwealth of Australia.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales, Australia.

- 17.13 Entire Agreement: These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.
- 17.14 This clause 17 will survive termination of these Terms.

18. Definitions

Unless defined in an Order Form or a Schedule, the following words will mean:

- 18.1 Agreement means these Terms, the Schedules and any Order Form;
- 18.2 Business Day means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales, Australia;
- 18.3 Business Hours means 9am to 5pm on a Business Day;
- 18.4 Claim means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;
- 18.5 Commencement Date means the date on which the first Order Form is signed by both parties.
- 18.6 Confidential Information includes confidential information about the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as "confidential";
- 18.7 Consequential Loss means any indirect, special, consequential or exemplary loss or damage;
- 18.8 Contract Year means each 12 month period ending on an anniversary of the Commencement Date during the Term;
- 18.9 Data means all of the information, documents and other data, including any Personal Information, provided by you or your Personnel to the Supplier or its Systems or otherwise accessed by the Supplier in providing the Services;
- 18.10 Defect means any non-compliance of the Products (excluding any Products not expressly included in the scope of the Warranty in Schedule 1) with the requirements of this Agreement as a result of our default, and Defective has a corresponding meaning;
- 18.11 Force Majeure Event means an event which is beyond a Party's reasonable control including a fire, storm, flood, earthquake, explosion, accident, act of the public enemy, terrorist act, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, transportation embargo, and strike by employees of a third person other than a subcontractor of a party, but in each case, only if and to the extent that the non-performing party is without fault in causing the event, and the event, or its effect could not have been prevented by reasonable precautions;
- 18.12 GST means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time or any replacement or other relevant legislation and regulations;
- 18.13 Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, Customer names or internet domain names;
- 18.14 Laws means acts, ordinances, regulations, rules, code and by-laws of the Commonwealth or any state or territory;
- 18.15 Liability means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);
- 18.16 Managed Services means the managed services described in Schedule 1 as specified in an Order Form;
- 18.17 Order Commencement Date means the date the Supplier will commence providing the Services as specified in the relevant Order Form.
- 18.18 Personal Information has the meaning given in the Privacy Act 1988 (Cth).
- 18.19 Personnel means, in relation to a party, the officers, employees, contractors (including subcontractors) and agents of that party.
- 18.20 Products means the products provided by the Supplier to you as specified in the Order Form.
- 18.21 Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).
- 18.22 Services means the services, functions and responsibilities provided by the Supplier to you as specified in the Schedules and Order Form;
- 18.23 Services Term has the meaning given in the Order Form.
- 18.24 Site means the premises of the Customer;
- 18.25 System means all hardware, software, networks and other IT systems used by a Party or its Related Body Corporate from time to time, including a network;
- 18.26 Term means the Initial Term and any Renewal Term.
- 18.27 Third Party Services means any hardware, software, services, systems, applications or infrastructure provided by a third party that the Supplier uses to provide the Services (or part thereof);

Contact details:

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Last update: 4 July, 2017 (version 1.0)