

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES TO VOCUS

These general terms and conditions (**Terms**) apply to the supply of good and services by the Supplier to Vocus. These Terms are the sole basis of the supply of goods and/or services to the exclusion of any other terms and conditions appearing on any document of the Supplier (including but not limited to printed quotations, consignment notes, invoices or other documents).

These Terms, together with any Purchase Order issued under it, constitute the entire agreement between the parties in relation to its subject-matter and supersedes all previous agreements, understandings, representations, warranties and any conditions of sale appearing on any document of the Supplier, including any proposal, quote, purchase order or invoice. The Supplier acknowledges that it has not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.

OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Capitalised terms or expressions used in the Agreement have the meanings set out in this clause:

- (a) **Additional Terms** means the terms that apply in relation to the Contracted Items, as set out in Schedule 1.
- (b) **Agreement** means, collectively, these Terms and any Purchase Order issued under it.
- (c) **Business Day** means a day which is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria, Australia.
- (d) **Background IP** means any IP Rights owned or licensed by a party that is used, contributed or made available by that party in connection with the Agreement.
- (e) **Charges** means the sums payable for the Contracted Items as set out in a Purchase Order.

- (f) **Commencement Date** means the date of the first Purchase Order issued under the Agreement.
- (g) **Confidential Information** means any information marked as confidential or which by its nature the other party knows or ought to know is confidential (regardless of the form and when it was acquired) and includes trade secrets, concepts, designs, plans, technical knowledge, precedents, methods, techniques, processes, procedures, know-how, innovations, ideas, research data, financial data, databases, personnel data, computer software and programs, customer and supplier information, correspondence and papers of every description including all copies or extracts of same relating to the affairs or business of the party, and in the case of Vocus, Sensitive Information.
- (h) **Contracted Items** means the goods or services (as applicable) to be supplied by the Supplier under the Agreement, as set out in a Purchase Order by Vocus.
- (i) **Delivery Date** means the date for delivery of the Contracted Items as stated in the Purchase Order, or other written document provided by Vocus on or before the date of the Purchase Order, by which delivery of the Contracted Items must be effected by the Supplier.
- (j) **Delivery Point** means the locations or addresses for delivery of the Contracted Items as set out in the Purchase Order or as otherwise directed by Vocus, if applicable.
- (k) **Force Majeure Event** means any event which prevents, hinders or delays a party from performing any of its obligations under the Agreement, to the extent such event is beyond the reasonable control of the affected party, and includes:
 - (i) any act of God, bushfire, earthquake, storm or other natural disaster;
 - (ii) epidemic, pandemic or other public health and safety emergency;
 - (iii) nuclear, chemical or biological contamination;
 - (iv) war, sabotage, riot, act of terrorism, denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage; or
 - (v) any relevant law coming into force after the date of the Agreement, or any action taken by a government agency, including imposition of embargo, sanctions, blockade or breaking off of diplomatic relations.

- (l) **GST** means any goods and services tax chargeable under the GST Act, or such other similar tax, however described.
- (m) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(n) **Home Affairs Minister** has the meaning given in the *Telecommunications Act 1997* (Cth).

(o) **Insolvency Event** includes an event where a receiver or receiver and manager is appointed over any of a party's property or assets, an administrator, liquidator or provisional liquidator is appointed to a party, a party enters into any arrangement with its creditors, a party becomes unable to pay its debts when they are due, a party is wound up or becomes bankrupt, or any other analogous event or circumstance occurs under the laws of any jurisdiction.

(p) **IP Rights** includes both in Australia and throughout the world, any copyright, trade or service mark, design, patent, semiconductor or circuit layout right, trade, business or company name, indication of source or appellation of origin or other proprietary right, or any right to registration of such rights.

(q) **Loss** means direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses.

(r) **Modern Slavery** means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, forced or servile marriage, the sale and exploitation of children and other slavery-like exploitation as prohibited or defined as a modern slavery offence under anti-slavery and human trafficking laws, statutes and codes from time to time in force including the *Criminal Code Act 1995* (Cth), Sch1 Divisions 270 and 271 and the *Modern Slavery Act 2018* (Cth), and any conditions or practices similar to those prohibited under those laws, regulations and codes.

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

(t) **Privacy Act** means the *Privacy Act 1988* (Cth).

(u) **Related Body Corporate** has the meaning given to it in the *Corporations Act 2001* (Cth).

(v) **Representatives** means, in relation to a party, any of its agents, contractors, subcontractors, consultants, employees or officers.

(w) **Required Insurance** means:

- (i) Workers' compensation insurance in accordance with applicable legislation;
- (ii) Professional indemnity insurance for not less than A\$20,000,000 in respect of each occurrence and in the aggregate;
- (iii) Public liability insurance with a limit of liability not less than A\$20,000,000 per occurrence and unlimited in the aggregate; and
- (iv) Cyber insurance for not less than A\$10,000,000 in respect of each occurrence and in the aggregate.

(x) **Security Policies** has the meaning given in the Security Schedule.

(y) **Security Schedule** means the security schedule annexed to these Terms as Annexure A.

(z) **Sensitive Information** means any information and access to assets comprising Vocus' network, systems, and infrastructure.

(aa) **Purchase Order** means a completed purchase order provided by Vocus specifying (without limitation):

- (i) the business details of the Supplier;
- (ii) the Delivery Point (including the Vocus recipient), Delivery Date, and any delivery instructions relating to the Contracted Items;
- (iii) the order number, date and invoicing terms of the purchase order;
- (iv) the description, quantity and Charges of the Contracted Items;
- (v) any terms specific to the Contracted Items; and/or
- (vi) any other related matters.

(bb) **Tax Invoice** has the same meaning as in the GST Act.

(cc) **Vocus** means Vocus Pty Ltd or its Related Body Corporate as listed in a Purchase Order.

(dd) **Vocus Company** means Vocus and its Related Bodies Corporate.

(ee) **Vocus Material** means all documents, information, items and materials in any form, whether owned by Vocus or a third party, which are provided by or on behalf of Vocus to the Supplier in connection with the Agreement.

(ff) **Vocus Policies** means its:

- (i) Security Policies;
- (ii) Privacy Policy;

- (iii) Work Health & Safety Policies;
- (iv) Supplier Code of Conduct; and
- (v) any other Vocus Policies as required by Vocus during the term of this Agreement,

as provided in advance to the Supplier or as made available at <https://www.vocus.com.au/legal/corporate-governance>. Vocus may amend from time to time any Vocus Policies or add new requirements as Vocus Policies, in its sole discretion.

- (gg) **WHS Regulations** means all relevant work or occupational health and safety laws applicable in jurisdictions where works under the Agreement are carried out, including any regulations and other instruments under it, and any codes of practice in force.
- (hh) **WHS Policies** means Vocus' work or occupational health and safety policies, procedures and requirements, including emergency procedures, available at <https://www.vocus.com.au/> and as amended from time to time.

1.2 In the Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of the Agreement;
- (b) the singular includes the plural and vice versa;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (e) a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, reenacted or replaced from time to time;
- (f) the Agreement must not be construed adversely to a party just because that party prepared it; and
- (g) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)".

2 Contract documents

- 2.1 Vocus may procure Contracted Items in its own right and for the benefit of a Vocus Company, by agreeing with the Supplier and issuing a Purchase Order.
- 2.2
- 2.3 If these Terms are inconsistent with the Purchase Order, these Terms prevail, unless the Purchase Order expressly refers to the conflicting clause and states that the Purchase Order applies instead.
- 2.4 If a Schedule is inconsistent with the operative provisions of this Agreement, the operative provision prevails, unless the Schedule expressly refers to the conflicting clause and states that the Schedule applies instead.

3 No commitment or exclusivity

- 3.1 Vocus is not obligated to order any minimum quantity of Contracted Items from the Supplier.
- 3.2 The Supplier is not an exclusive supplier to Vocus.

4 Supplier obligations

- 4.1 The Supplier must provide the Contracted Items in accordance with the Agreement, including all relevant specifications, standards and service levels contained in any tender or other documents issued by Vocus.
- 4.2 The Supplier must:
 - (a) comply with any additional obligations specified in the Additional Terms;
 - (b) be aware of and comply with:
 - (i) all applicable laws, regulations, industry standards or Australian Standards; and
 - (ii) all procedures and directions provided by Vocus, its Representatives, or any person empowered by law, to the extent that they relate to the Contracted Items;
 - (c) provide all information and assistance as Vocus reasonably requires from time to time in connection with the supply of the Contracted Items;
 - (d) provide Vocus with immediate written notice of any actual or likely conflict of interest by the Supplier in relation to the Agreement; and
 - (e) in supplying the Contracted Items:
 - (i) deliver all Contracted Items to the Delivery Point, as set out in the Purchase Order or as advised by Vocus, by the Delivery Date; and

- 4.3 package and pack the Contracted Items appropriately to avoid damage during transit or in storage and to comply with any applicable laws. The Supplier warrants and represents that the Contracted Items will comply with any applicable Vocus Policies provided in writing in advance to the Supplier, to the extent that such policies are applicable to the Supplier or the Contracted Items. Vocus may amend its Vocus Policies from time to time. For up-to-date versions of the Vocus Policies, please refer to [Governance | Vocus](#). Supplier is required to make any necessary changes to comply with any new or amended Vocus Policies.
- 4.4 To the extent necessary to ensure the integrated and efficient conduct of Vocus' operations, the Supplier must cooperate with any third-party service provider appointed by Vocus from time to time. Nothing in this clause will require the Supplier to disclose its confidential information to a third-party.

5 Subcontracting

- 5.1 The Supplier must not subcontract any part of the Agreement without Vocus' prior written consent.
- 5.2 The Supplier remains fully responsible and liable for the acts, defaults or omissions of each subcontractor as if such acts or omissions were the acts, defaults or omissions of the Supplier.

6 Charges

- 6.1 In consideration of the supply of Contracted Items by the Supplier, Vocus must pay the Charges.
- 6.2 Unless otherwise agreed by Vocus in writing, the Charges are fixed regardless of changes in exchange rates or costs and inclusive of all charges, insurance, taxes, taxable supplies, levies and duties or other costs incurred by the Supplier for its compliance under the Agreement.

7 Payment

- 7.1 The Supplier will invoice Vocus for the Charges:
 - (a) at the intervals specified; or
 - (b) if no intervals are specified, at the end of each month for Contracted Items supplied during that month.
- 7.2 Subject to clauses 7.3 and 7.4, and provided that Vocus has received a GST compliant Tax Invoice, supporting documentation and particulars (where applicable) from the Supplier, Vocus must pay each invoice submitted to it by the Supplier within 30 days of receiving such Tax Invoice.
- 7.3 If Vocus disputes any item or items in a Tax Invoice (whether paid or unpaid), Vocus will notify the Supplier specifying the reasons and withhold payment of the disputed item or items until settlement of the dispute. Vocus will pay the undisputed portion of the Tax Invoice.
- 7.4 Without limiting Vocus' rights under any other provision of the Agreement or generally, all monies due from Supplier to Vocus and all losses, costs, charges, damages or expenses which Vocus may have incurred or paid and for which Supplier is liable, may be deducted by Vocus from any amount due under the Agreement to Supplier.
- 7.5 Payment under the Agreement does not amount to an admission that the Contracted Items have been delivered in accordance with the terms of the Agreement.

8 GST

- 8.1 In this clause 8, terms defined in the GST Law have the meaning given to it in the GST Law.
- 8.2 To the extent that the consideration to be paid or provided under the Agreement is not expressed to be GST inclusive, a party must also pay the GST payable on a taxable supply made to it.
- 8.3 The party making the taxable supply must provide a Tax Invoice to the other party at or before the time that the other party is required to pay the GST.
- 8.4 All sums payable under the Agreement are inclusive of GST unless otherwise stated.

9 Time

- 9.1 Time is of the essence in respect to the Supplier's obligations under the Agreement. The Supplier must complete delivery of the Contracted Items to the Delivery Point by the Delivery Date, as set out in the Purchase Order.
- 9.2 Vocus may, in its absolute discretion, at any time, by notice in writing to the Supplier, extend the Delivery Date, in which case, time will remain of the essence in respect of the extended time.
- 9.3 If the Supplier is unable to make delivery by the Delivery Date stated in the Purchase Order or any extension of time granted by Vocus:
 - (a) except where the delay results from Vocus' act or omission, Vocus may either:
 - (i) cancel the Purchase Order without prejudice to any right or remedy which has accrued or may thereafter accrue to Vocus; or
 - (ii) make special arrangements for transport to Vocus' site at which the Contracted Items are required; and

(b) Vocus may deduct from amounts payable to the Supplier the transport and related expenses incurred over and above those which would have been incurred had delivery not been delayed.

9.4 The Delivery Date will be extended commensurately with the period of any actual delay to delivery due to any material breach of the Agreement by, or any wilful act, negligent default or omission of, Vocus.

10 Representations and warranties

10.1 The Supplier warrants and represents that:

- (a) the Supplier is not suffering from an Insolvency Event;
- (b) the Supplier has carefully examined all documents furnished by Vocus and there are no ambiguities or discrepancies in those documents;
- (c) the Supplier fully understands all the conditions, risks, contingencies and other circumstances which might affect the supply of the Contracted Items and has made proper allowance in the price for such matters;
- (d) the Supplier has the right to sell and transfer title to the Contracted Items to Vocus;
- (e) the Supplier can comply with all obligations under the Agreement and acknowledges that Vocus has relied upon such representation in entering into the Agreement;
- (f) all Supplier Representatives performing work in Australia or undertaking any activity relating to the Agreement in Australia have the right to work in Australia under law; and
- (g) all Supplier Representatives performing work under the Agreement have, at the Supplier's cost, completed and received a clear police background check. A breach of this obligation is considered a material breach of this Agreement.

10.2 The Supplier warrants and represents that:

- (a) the Contracted Items will:
 - (i) be free from any liens, restrictions, reservations, security interests, charges, encumbrances or any party interest of any kind and that Vocus will enjoy quiet possession of the Contracted Items;
 - (ii) be fit for the purpose for which they are required;
 - (iii) be safe, free from defects (including defects in design, materials, workmanship and installation) or faults;
 - (iv) be of good merchantable quality; and
- (b) no virus will be introduced into Vocus' systems as a result of the supply of the Contracted Items; and
- (c) any services supplied by the Supplier will be performed with due care, skill and diligence by persons who have the qualifications, licences, experience and expertise to perform the services.

10.3 The Supplier must promptly notify Vocus in writing if it becomes aware that any warranty or representation made by it under the Agreement is or becomes materially inaccurate or incorrect.

11 Title and risk

11.1 Title in physical components of the Contracted Items passes to Vocus:

- (a) on the date Vocus pays for such physical components; and
- (b) on replacement, in respect of any physical components replaced under warranty.

11.2 Subject to the terms of the Agreement, risk for loss of or damage to physical components of the Contracted Items passes to Vocus from the time Vocus or its Representatives takes delivery, except to the extent that the loss or damage is caused or contributed to by the Supplier or its Representatives.

12 Privacy

12.1 For all Personal Information made available or provided by Vocus at any time in connection with the Agreement, the Supplier must:

- (a) comply with the Privacy Act as if it were an agency bound by the Privacy Act concerning the security, use and disclosure of information to which the Supplier is subject in respect of that information, and which affects the Contracted Items;
- (b) take all reasonable measures to ensure that such Personal Information is protected against loss and unauthorised access, use, disclosure, modification or other misuse, and that access to Personal Information is limited to its Representatives who need to have access in order to provide the Contracted Items;
- (c) immediately notify Vocus on becoming aware of a breach of any obligation concerning security, use and disclosure of Personal Information by itself or its Representatives; and

- (d) immediately notify Vocus on becoming aware of any complaint alleging an interference with privacy, and co-operate with Vocus in the investigation and resolution of such complaint.
- 12.2 Without prejudice to clause 12.1, the Supplier must comply with any other data protection legislation applicable to it from time to time in connection with all information made available or provided by Vocus to the Supplier.
- 12.3 The Supplier indemnifies Vocus against all claims, demands or proceedings of any nature and any cost, loss, expense or damages in respect of a breach of this clause 12 by the Supplier or its Representative.

13 Data security

- 13.1 The Supplier must:
 - (a) comply with all Vocus data security requirements in respect of access to and use of data as advised by Vocus, in addition to any statutory obligation relevant to data security;
 - (b) prohibit and prevent any of its Representative who does not have the appropriate level of security clearance from gaining access to data;
 - (c) without limiting clause 13.1(b), use reasonable endeavours to prevent any unauthorised person from gaining access to data; and
 - (d) notify Vocus immediately and comply with all directions of Vocus if the Supplier becomes aware of any contravention of Vocus' data security requirements.
- 13.2 The Supplier must comply with the Security Schedule in Schedule 2.
- 13.3 The Supplier indemnifies Vocus against all claims, demands or proceedings of any nature and any cost, loss, expense or damages in respect of a breach of this clause 13 by the Supplier or its Representative.

14 Intellectual Property

- 14.1 Unless otherwise agreed in writing, nothing in the Agreement operates to transfer ownership of any Background IPR from any party or any third party to the other party. The Supplier grants, or will procure the granting, to Vocus of a non-exclusive, royalty-free licence, to use any Background IPR in connection with the Contracted Items and for the use, repair, maintenance, support, upgrade or modification of any Contracted Items.
- 14.2 The Supplier acknowledges that Vocus retains the IP Rights relating to its documentation, and any modifications or derivative works performed.
- 14.3 IP Rights arising as a result of the supply of the Contracted Items by the Supplier will vest in and belong to Vocus.
- 14.4 The Supplier will do all acts and things and immediately provide all documents required to transfer to and vest in Vocus, all right, title and interest in any IP Rights arising as a result of the supply of the Contracted Items as may be required (including on demand by Vocus).
- 14.5 The Agreement does not give the Supplier any ownership or other proprietary rights of any kind in any data which is provided by Vocus, or generated from Vocus' data, in connection with the Agreement.
- 14.6 The Supplier warrants that the supply of the Contracted Items will not infringe the IP Rights of any person and that the Supplier has the right to assign IP Rights to Vocus in accordance with clause 14.4.
- 14.7 The Supplier fully indemnifies Vocus and each of its Representatives against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against Vocus or any of its Representatives alleging that the Contracted Items infringes any such IP Rights.

15 Confidential Information

- 15.1 The Supplier must not use for any purpose or disclose to any person any of the Confidential Information, except:
 - (a) in accordance with any prior written consent from Vocus;
 - (b) to the extent necessary to:
 - (i) perform its obligations under the Agreement;
 - (ii) obtain professional advice in relation to the Agreement, provided that any such professional advisor agrees to be bound by the confidentiality obligations as detailed in this Agreement; and
 - (iii) comply with any law, binding directive of a regulator or a court order, or the listing rules of any stock exchange on which its securities or any of its parent entity's securities are listed, provided that the Supplier notifies Vocus of the nature and extent of any disclosure, and, to the extent practical, makes such appeals to the relevant authority against any proposed disclosure.
- 15.2 The Supplier must:
 - (a) establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure;

- (b) immediately notify Vocus if it becomes aware or suspects that any Confidential Information may have been accessed by or disclosed to any unauthorised party;
- (c) use, at a minimum, the same degree of care regarding its obligations under this clause 15 as it would use for its own confidential or proprietary information, but in no event less than the level of care expected of a professional and competent organisation; and
- (d) upon request by Vocus or termination of the Agreement, promptly delete, destroy, or return (at the election of Vocus) all written, physical, and/or electronic copies of Confidential Information in the custody, control, or possession of the Supplier, and, within 5 Business Days of written request by Vocus, deliver a statutory declaration certifying the completion of its obligations under this clause 15.2(d).

15.3 In relation to Sensitive Information, the Supplier must:

- (a) only access Sensitive Information to the extent required to perform its obligations under the Agreement;
- (b) ensure that access to Sensitive Information is limited to Supplier's employees on a 'need to know' basis;
- (c) prior to any access by its Representatives to the Sensitive Information, provide Vocus with a positive AUSCHECK certification for the employee of the Representative who intends to access the Sensitive Information;
- (d) ensure that all Sensitive Information is stored securely, and encrypted at rest;
- (e) ensure that the Sensitive Information is not accessed or viewed from outside of Australia without Vocus' prior written consent, which may be withheld in its absolute discretion; and
- (f) keep accurate and complete records in relation to the access, storage, copy, and transmission of any Sensitive Information, and provide to Vocus a copy of such records on reasonable notice.

15.4 The Supplier acknowledges and agrees that:

- (a) nothing in the Agreement conveys to the Supplier or its Representatives any proprietary or other interest in the Confidential Information;
- (b) the Supplier's obligations under this clause 15 are fair, reasonable, and necessary to protect Vocus' Confidential Information and other legitimate business interests; and
- (c) the Confidential Information is valuable to Vocus and its use or disclosure in breach of the Agreement may cause irreparable damage for which damages may be an inadequate remedy; and
- (d) in addition to any other remedies that may be available to it, Vocus may seek injunctive (or similar) relief in relation to any breach or threatened breach of this clause 15.

15.5 Neither party may make any statement or issue any information, publication, document or article for publication concerning the Agreement (including any disputes) in any media without the prior approval of the other party (which may be withheld in the other party's absolute discretion).

15.6 The Supplier remains primarily liable for any breach of confidentiality by its Representatives. If requested by Vocus, the Supplier must ensure that any of its Representatives who will be provided with or have access to Confidential Information execute an undertaking in a form satisfactory to Vocus in its absolute discretion before the Confidential Information is provided to or accessed by such Representative.

15.7 The Supplier indemnifies Vocus against all claims, demands or proceedings of any nature and any cost, loss, expense or damages in respect of a breach of this clause 15 by the Supplier or its Representatives.

16 Work health and safety

16.1 The Supplier must:

- (a) be responsible for the safety of its Representatives and for providing a safe system of work for its Representatives;
- (b) ensure that its Representatives comply with WHS Regulations and Vocus WHS Policies in carrying out its obligations under the Agreement;
- (c) ensure that its Representatives do not, perform any function where safety or health may be endangered;
- (d) when attending Vocus' premises:
 - (i) not interfere with Vocus' activities or activities of any other person at Vocus' premises;
 - (ii) undertake supply of the Contracted Items in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the premises; and
 - (iii) ensure that its Representatives are familiar with Vocus' site rules and policies that are in force from time to time and fully comply and adhere at all times with these site rules and policies. Vocus is not liable for any failure and neglect by the Supplier to fully comply with Vocus' site rules and policies.

16.2 In support of Vocus' commitment to a safe working environment, the Supplier must:

- (a) upon engagement immediately familiarise itself and its Representatives with the WHS Policies;
- (b) prequalify its management system in accordance with Vocus' procedure as provided or made available to the Supplier from time to time;
- (c) on request:
 - (i) meet with Vocus to discuss the Suppliers' work health and safety governance and performance;
 - (ii) provide performance updates and key performance indicator data;
 - (iii) provide a copy of its safety management plan or safe work procedures relevant for the provision of the Contracted Items; and
 - (iv) demonstrate compliance with all WHS Regulations;
- (d) promptly respond to and rectify any breaches or non-compliance with the occupational health and safety requirements identified through the normal course of work, including, as required, completing a corrective action plan;
- (e) follow the direction of safety officers, fire wardens and anyone else in charge of occupational safety and health issues and follow their directions in the event of an emergency evacuation drill and procedure;
- (f) promptly notify Vocus of any incident, near incident, injury or property damage which occurs during the carrying out of its obligations under the Agreement.

17 Modern slavery

17.1 The Supplier represents, warrants and undertakes that, throughout the term of the Agreement:

- (a) neither it nor its Representatives engage in Modern Slavery;
- (b) it complies with all Modern Slavery reporting requirements applicable to it;
- (c) it has and maintains its own policies and procedures intended to ensure compliance with Modern Slavery laws;
- (d) it will take reasonable steps to require each of its contractors and/or suppliers directly involved in the provision of Contracted Items to Vocus to have, and maintain throughout the term of the Supplier's contract with such contractor and/or supplier, policies and procedures designed to ensure that no form of Modern Slavery is used in the relevant contractor's or supplier's business, or by its Representatives; and
- (e) it will notify Vocus promptly upon becoming aware of any incident, complaint or allegation that it, or any entity in its supply chain, has engaged in Modern Slavery.

17.2 On reasonable request by Vocus, the Supplier must, within a reasonable period and at its expense, confirm in writing that it has complied with its obligations under this clause 17 and provide any information reasonably requested by Vocus in support of such compliance.

17.3 If Vocus has reasonable grounds to suspect a breach of this clause 17, Vocus may, at its sole cost, appoint auditors to verify the Supplier's compliance with the representations, warranties and undertakings set out in clause 18.2. The Supplier must comply with the reasonable requests of the auditor in relation to an audit under this clause. The auditor will provide a copy of any final audit report to both parties.

17.4 If the Supplier becomes aware of or suspects that:

- (a) any of the representations, warranties and undertakings in clause 17.1 are false; or
- (b) it or its Representatives breaches or may have breached the representations, warranties and undertakings in clause 17.1,

the Supplier must immediately notify Vocus in writing, setting out adequate particulars of the breach or suspected breach and, at Vocus' request, provide details of the steps it is taking to investigate such breach or potential breach.

17.5 Without affecting any other right or remedy available to it, Vocus may terminate the Agreement with immediate effect by providing written notice to the Supplier if the Supplier is in breach, or Vocus has reasonable grounds to suspect a breach, of this clause 17.

18 Insurance

18.1 During the term of the Agreement and for a period of 2 years thereafter, the Supplier must, and must ensure that each permitted subcontractor engaged by the Supplier, maintain in force the Required Insurance with reputable insurance companies approved by the Australian Prudential Regulatory Authority with a Standard and Poor's rating (or equivalent) of no less than A+, unless otherwise required by Vocus.

18.2 The Supplier must deliver to Vocus a copy of any policy certificate of currency in relation to any insurance policy within 5 days of the execution of this Agreement or 5 days of a written request from Vocus to do so.

18.3 If the Supplier fails to maintain any of the Required Insurance, Vocus may:

- (a) effect or maintain such Required Insurance and pay premiums on that Required Insurance, the cost of which will be paid on demand by the Supplier to Vocus or may, at Vocus' option, be deducted by Vocus from any monies due or becoming due to the Supplier under the Agreement; and/or
- (b) immediately terminate the Agreement.

19 Indemnities

19.1 Except to the extent caused or contributed to by the negligent act or omission, wilful misconduct or breach of this Agreement by Vocus, the Supplier indemnifies Vocus, its related bodies corporate and their officers, employees and agents against any Loss incurred or suffered by Vocus however caused in connection with:

- (a) any claim made against Vocus by a third party for actual or alleged infringement a third party's IP Rights or moral rights arising out of or in connection with the Contracted Items;
- (b) any claim made against Vocus by a third party for death, personal injury or damage to property arising out of or in connection with a defect in the Contracted Items (to the extent that the defect is attributable to the acts or omissions of the Supplier or its Representatives);
- (c) any fraud, negligent act or omission, or wilful misconduct of the Supplier or its Representatives;
- (d) the Supplier's failure to comply with any law or regulation; or
- (e) any claim of any employee, subcontractor or agent of the Supplier to payments, entitlements or benefits under any contract, arrangement or applicable law.

19.2 Vocus must use reasonable endeavours to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity in clause 19.1.

20 Limitation of liability

20.1 Notwithstanding anything in the Agreement, neither party will be liable to the other party, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential losses arising under or in connection with the Agreement, including any loss of profits or revenue, goodwill or anticipated savings.

20.2 Subject to clause 20.3, the total aggregate liability (including any liability, damages, losses or claim arising from tort, contract, representation or warranty, indemnity, negligence or otherwise) of each party under or in connection with the Agreement or based on any claim for indemnity or contribution, will not exceed the greater of:

- (a) where the Agreement has been in force for less than 24 months, the amount calculated by multiplying the average monthly fees paid by Vocus in the period prior to the date of the relevant claim by 24; or
- (b) where the Agreement has been in force for more than 24 months, the total fees paid by Vocus in the 24-month period prior to the date of the relevant claim.

20.3 Nothing in the Agreement limits or excludes the Supplier's liability:

- (a) for loss or damage to tangible property caused by negligence or wilful misconduct of it or its Representatives, which, to the extent permitted by law, is capped at A\$20 million;
- (b) for death of personal injury caused by negligence or wilful misconduct of it or its Representatives;
- (c) for fraud or misrepresentation by it or its Representatives;
- (d) for infringement of a third party's IP Rights or moral rights;
- (e) for breach of clause 13 (Data security), 15 (Confidential Information), 16 (Work health and safety) or 17 (Modern slavery); or
- (f) where liability cannot be limited or excluded by applicable law.

21 Record keeping and audit rights

21.1 The Supplier must keep detailed, accurate and up-to-date records for a period of 3 years after termination of the Agreement:

- (a) as required by any applicable law and satisfying any legally enforceable requirement of any government agency;
- (b) showing the basis on which, the invoiced amounts have been calculated;
- (c) verifying that the Supplier's system protects the integrity, operational availability, confidentiality and security of Vocus' data; and
- (d) containing evidence of the Supplier's compliance with its warranties and obligations under the Agreement.

- 21.2 Subject to the confidentiality obligations under clause 15, the Supplier must permit Vocus to audit the Supplier's accounts and records during normal business hours and upon prior reasonable notice from Vocus for the purpose of certifying the Supplier's performance or satisfaction of its obligations under the Agreement.
- 21.3 Vocus must use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the services by the Supplier.
- 21.4 Vocus may exercise its rights under clause 21 only once in each 12-month period, or at any time if Vocus suspects fraud or a breach of the Agreement.
- 21.5 If an audit identifies:
 - (a) the Supplier has failed to perform its obligations under the Agreement, without prejudice to the other rights and remedies of Vocus, the Supplier must take the necessary steps to comply with its obligations at no additional cost to Vocus; or
 - (b) that there has been an error in calculation, underpayment or overpayment in respect of the period covered by the audit, the party that owes an amount to the other party must pay that amount due to the other party within 14 days from the date of receipt of an invoice or notice to do so.
- 21.6 The cost and expenses of any audit are to be paid by Vocus, except where the audit identifies that Vocus has made an overpayment equal to 5% or more of the actual amount owed to the Supplier in respect of the period covered by the audit, in which case the costs and expenses of the audit are to be paid by the Supplier on demand by Vocus.

22 Term and termination

- 22.1 This Agreement starts on the Commencement Date and continues unless earlier terminated in accordance with its terms.
- 22.2 Without limiting any other remedies available to it, either party may, by notice in writing to the other party terminate this Agreement or a Purchase Order, with effect from the date contained in the notice, if the other party:
 - (a) commits a material breach of the Agreement, and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) repeatedly breaches any of the terms of the Agreement in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Agreement;
 - (c) suffers an Insolvency Event;
 - (d) ceases to hold any licence, qualification, approval, authority or consent required to comply with its obligations under the Agreement; or
 - (e) if directed to by the Commonwealth Government Critical Infrastructure Centre or the Home Affairs Minister (or their equivalents), in which case Vocus is not obligated to pay the Supplier in relation to Contracted Items not yet delivered subject to the Agreement.
- 22.3 Vocus may terminate this Agreement or a Purchase Order at any time by written notice providing 30 days' notice to the Supplier without the need to furnish reasons for such termination.
- 22.4 On termination of this Agreement for any reason:
 - (a) if there are any uncompleted Purchase Orders as at the termination of this Agreement, this Agreement will continue to apply to the relevant Purchase Order until its completion, unless otherwise agreed;
 - (b) the parties must not enter into any further Purchase Orders; and
 - (c) clauses 12 (Privacy), 13 (Data security), 14 (Intellectual Property), 15 (Confidential Information), 19 (Indemnities), 20 (Limitation of liability), 24 (Non-solicitation) and this clause 22.4 will continue in force.
- 22.5 On termination of the Agreement for any reason:
 - (a) the Supplier must immediately return all of Vocus' materials not used up in the provision of the Contracted Items;
 - (b) Vocus must, subject to its set-off rights, pay the Supplier for the following (if applicable):
 - (i) any Contracted Items manufactured or supplied in accordance with a Purchase Order up to the date of termination and, if the Agreement is terminated under clause 22.3, the costs of items ordered in connection with any Contracted Items for which the Supplier is legally bound to pay. Upon such payment, title to and property in all those Contracted Items and items will pass to Vocus;
 - (ii) any services (or part thereof) performed by the Supplier up to the date of termination. If Vocus has paid the Supplier any fees in advance, the Supplier must refund a pro-rated amount of the fees less any amount directly connected with the services already performed (with written proof from the Supplier) to the satisfaction of Vocus;
 - (c) the Supplier is not entitled to any other payment or any compensation as a result of termination; and

(d) the Supplier must pay any amounts which are payable to Vocus under the Agreement.

22.6 Termination of the Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

22.7 If a Purchase Order is terminated by Vocus in accordance with clause 22.2, Vocus may engage other persons to complete or re-supply the Contracted Items, and the Supplier will be liable for and must pay to Vocus immediately upon demand without deduction or set-off, the difference between the Charges for the supply of the Contracted Items and all the costs incurred by Vocus in engaging such other persons to complete or re-supply the Contracted Items.

23 Dispute resolution

23.1 If a dispute arises under or in relation to the Agreement, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both parties must meet within 5 Business Days of the notice and try to resolve the dispute in good faith. If such a meeting does not take place or if 5 Business Days after the meeting the dispute remains unresolved, either party may pursue its rights at law.

23.2 Despite the existence of a dispute, each party must continue to perform its obligations under the Agreement which are not directly the subject of the dispute.

23.3 Clauses 23.1 and 23.2 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate the Agreement, where such a right is expressly provided.

24 Non-solicitation

24.1 During the term of the Agreement and for 6 months after, a party must not directly or indirectly solicit, entice away or attempt to entice away any employee or consultant of the other party who has been directly involved in the Agreement in the preceding 12 months from continuing to be employed or engaged by that other party.

24.2 Clause 24.1 does not restrict a party from recruiting a person who has independently responded to a newspaper, web page or other public employment advertisement.

25 Force majeure

25.1 Where any failure or delay by a party in the performance of its obligations under the Agreement is caused, directly or indirectly, by a Force Majeure Event, the affected party will not be considered in breach during the period of non-performance, provided that it:

- gives the other party written notice of that fact as soon as practicable; and
- takes reasonable steps to resume performance as soon as possible.

25.2 If the Force Majeure Event continues for more than 30 consecutive days, the non-affected party may, at its sole discretion, terminate the Agreement by giving written notice to the affected party.

26 Miscellaneous

26.1 No variation of the Agreement is effective unless made in writing and signed by each party.

26.2 The Supplier must not assign its rights or novate its rights and obligations under the Agreement without Vocus' prior written consent. Vocus may assign its rights or novate its rights and obligations under the Agreement without the Supplier's prior written consent.

26.3 Notices under the Agreement may be delivered by hand, pre-paid post or email to the addresses provided by a party, and will be deemed given:

- if hand delivered, upon written acknowledgment of receipt by a Representative of the receiving party;
- if sent by pre-paid post, 3 days after dispatch; and
- if sent by email, 3 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

26.4 The invalidity or enforceability of any one or more of the provisions of the Agreement will not invalidate, or render unenforceable, the remaining provisions of the Agreement.

26.5 No failure to exercise or delay in exercising any right, power or remedy under the Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

26.6 Except as expressly stated to the contrary, each party enters the Agreement as an independent contractor and neither party is the partner, agent, employee or representative of the other party and neither party has the power to incur any obligations on behalf of, or pledge the credit of, the other party.

26.7 The Agreement is governed by the laws applicable in Victoria, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria, Australia.

Schedule 1 Additional Terms – General Goods and Services

1 Contracted Items

1.1 The Supplier must:

- (a) deliver the Contracted Items at the Delivery Point by the Delivery Date, both as stated in the Purchase Order or as otherwise directed by Vocus; and
- (b) package and pack the Contracted Items appropriately to avoid damage during transit or in storage and to comply with any applicable laws.

1.2 Where the Contracted Items have been procured by the Supplier from a third party, the Supplier assigns to Vocus, to the extent practicable and permitted by law, the benefits of the warranties given by that third party. This assignment does not in any way relieve the Supplier of the obligation to comply with warranties offered directly by the Supplier under the Agreement.

2 Goods Safety Standards

2.1 The Supplier must, and must ensure that the Contracted Items it supplies, comply with all relevant Goods Safety Standards, including those which may be set out or referred to in any contract.

2.2 For some Contracted Items supplied, compliance with Goods Safety Standards may be verified visually using a compliance mark. For Contracted Items supplied without a compliance mark, the Supplier must provide Vocus with sufficient evidence of compliance, such as a compliance certificate. It is the Supplier's responsibility to be aware of compliance verification requirements.

3 Hand-over Documentation

3.1 The Supplier must provide Vocus with all necessary information in relation to any physical components supplied, including:

- (a) certificates of compliance with all applicable laws and safety standards;
- (b) operating instructions and maintenance instructions;
- (c) training requirements, including for the operation, maintenance, and inspection of the Contracted Items, as applicable; and
- (d) Safety Data Sheets (SDS) for all substances supplied, as applicable.

4 Site implementation

4.1 To the extent specified in a Purchase Order, the Supplier must provide Vocus with particulars of the implementation and environmental requirements of the Contracted Items in order to permit Vocus to prepare the site accordingly.

5 Training

5.1 If the Contracted Items includes training, the Supplier warrants that such training will conform with industry standards and be adequate to ensure that Vocus and its Representatives, acting reasonably and diligently, will acquire sufficient information to utilise the Contracted Items for the purposes contemplated under the Agreement.

6 Quality

6.1 The Supplier must ensure that the Contracted Items:

- (a) correspond to any:
 - (i) sample provided to Vocus prior to the issuance of a relevant Purchase Order by Vocus; and
 - (ii) demonstration or result provided to Vocus prior to the issuance of a relevant Purchase Order by Vocus, including the nature and quality of the Contracted Items demonstrated or result achieved with the services that achieved that result;
- (b) are supplied with professional skill, care and diligence expected of a skilled and experienced professional supplier and fit for the purpose specified in, or as an experienced professional supplier would reasonably infer from, the Agreement;
- (c) are new, of merchantable quality and fit for their usual purpose and comply with any standards and/or purpose specified in the Agreement;
- (d) conform to any legally applicable standards or other published recommendation of the original materials manufacturer;

- (e) if the Purchase Order specifies trade name products for the Contracted Items, not be substituted without Vocus' prior written consent; and
- (f) carry any applicable manufacturer's warranty. The Supplier must assign to Vocus the benefit of any warranty or guarantee that the Supplier has received from any supplier (whether under contract or by implication or operation of law).

7 Defects

- 7.1 If Vocus discovers a defect with the Contracted Items (other than a defect caused by Vocus' negligence), Vocus may reject the defective Contracted Items, and require the Supplier, at the Supplier's cost, to:
 - (a) in the case of physical components, either:
 - (i) replace the physical components free of charge and remove the rejected physical components; or
 - (ii) make good any defect to the defective physical components, andreimburse Vocus for any expenses it incurs in repairing, reperforming or making good (as the case may be) the defective physical components;
 - (b) in the case of services, re-perform or make good the services and reimburse Vocus for any expenses it incurs in repairing, reperforming or making good (as the case may be) the defective services.
- 7.2 If the Supplier does not replace, re-perform, or make good any defects in accordance with this clause, Vocus is not liable to pay for such Contracted Items and the Supplier must refund any amounts already paid by Vocus.
- 7.3 Acceptance of defective Contracted Items by Vocus does not bind Vocus to accept any other defective Contracted Items or affect the Vocus' rights under the Agreement or at law.

Schedule 2 Security Schedule

1. INTRODUCTION

- 1.1 The Supplier will maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of Vocus Information.
- 1.2 The Supplier must contribute to the development and provision of any supporting documentation as required by Vocus to notify the Communications Access Coordinator within the Commonwealth Government Critical Infrastructure Centre to ensure Vocus meets its Telecommunications Sector Security Reforms obligations.
- 1.3 Where a response from the Communications Access Coordinator to a Telecommunications Sector Security Reforms notification submitted identifies a potential security risk, the Supplier must support Vocus to develop and implement changes to the Contracted Items, to which Vocus makes a decision to implement a treatment.
- 1.4 The Supplier acknowledges and agrees that:
 - (a) this Security Schedule has been prepared in reliance upon the security questionnaire completed by the Supplier; and
 - (b) a material deviation by the Supplier from this Security Schedule will be considered a 'breach' for the purposes of the Agreement.

2. DEFINITIONS

In this Security Schedule:

- (a) **Agreement** means the agreement to which this Security Schedule is attached.
- (b) **Information Security** means the preservation of confidentiality, integrity and availability of information and Information Systems.
- (c) **Information System** means a system or set of components including, but not limited to, technology (hardware, software, database, system users and data), processes and/or personnel used for the purposes of collecting, creating, storing, processing and distributing information.
- (d) **Security Event** means an identified occurrence of a system, service or network state indicating a possible breach of information security policy or failure of safeguards, or a previously unknown situation that may be security relevant.
- (e) **Security Incident** means a single or series of unwanted or unexpected Security Events that have a significant probability of compromising business operations and threatening information security relevant to the goods or services provided under the Agreement.
- (f) **Security Policies** means Vocus' security policies and any other security document that Vocus provides in advance to the Supplier.
- (g) **Vocus Customer Information** means confidential information that relates to and/or identifies Vocus' customers, including personal information of Vocus' customers.
- (h) **Vocus Information** includes Vocus Customer Information, data and information not generally in the public domain at a level not materially less protective than as described in this Security Schedule, and Information Systems used to handle process or store such information.

3. SUBCONTRACTING

The Supplier must not subcontract any of its obligations under the Agreement without the prior written consent of the Vocus Representative.

4. SECURITY AUDIT

- 4.1 The Supplier must permit Vocus and any other persons authorised in writing by Vocus, to audit the progress and compliance of the goods or services with respect to this Security Schedule, the Security Policies and any other security requirements, and applicable laws, policies or standards to the extent provided under the Agreement (**Security Audit**). If the Security Audit reveals that some or all of the goods or services have not or are not being performed in accordance with this Security Schedule, the Security Policies and any other security requirements contemplated by the Agreement and/or applicable laws, policies or standards, then the Supplier must rectify and/or remedy the issue at its own cost and in accordance with a remediation plan mutually agreed by the parties.
- 4.2 The Supplier must cooperate with Vocus in the exercise of its rights to the Security Audit including, without limitation, assisting with any investigation and providing Vocus with access to Information Systems and facilities, employees, records, logs and any other materials required during the course of the Security Audit.

5. SUPPLIER PERSONNEL

If, in the course of carrying out its obligations under the Agreement, any individuals engaged by the Supplier are required to have access to Vocus Information, the Supplier must be able to demonstrate it has conducted suitable screening to assess, manage and monitor the ongoing suitability of such individuals to have and retain access to such information.

6. COMPLIANCE

The Supplier must take all reasonable steps to ensure Vocus Information is protected against misuse, loss, unauthorised access, modification or disclosure by itself or its Representatives, including complying with Vocus information security policies and complying with standards shared previously or any Australian Standard or

International standard relating to data security techniques (as defined in the ISO/IEC 27001:2013), including the following (which may be subject to change from time to time via written amendment):

- (a) ISO/IEC 27001:2013 (Information technology - Security techniques - Information security management systems - Requirements);
- (b) ISO/IEC 27002:2013 (Information technology - Security techniques – Code of Practice for Information Security Controls);
- (c) FIPS PUB 200 (Minimum Security Requirements for Federal Information and Information Systems);
- (d) NIST Cyber Security Framework v1.1 – (Framework for Improving Critical Infrastructure Cybersecurity);
- (e) NIST Special Publication 800-53 Rev 4. – (Security & Privacy Controls for Federal Information Systems and Organisations);
- (f) Australian Government Information Security Manual (ISM).

7. SUPPLIER SECURITY REPRESENTATIVE

The Supplier must designate a 'Supplier Information Security Manager' to be responsible for ensuring:

- (a) the implementation of specific information security controls and solutions to meet the requirements of the goods or services;
- (b) the provision and maintenance of agreed information security policies, standards, procedures and solutions;
- (c) the provision of support and advice to the Supplier's personnel to implement the levels of security in line with the Agreement;
- (d) the Supplier notifies Vocus by emailing infosec@vocus.com.au when planning new equipment or technology to be used in connection with the goods or services to ensure appropriate security standards are agreed prior to implementation and use;
- (e) the Supplier's personnel understand why security is needed and what their responsibilities are; and
- (f) act as a single point of contact to Vocus for information security related matters.

8. DATA SOVEREIGNTY & GEOGRAPHIES

The Supplier must not, without Vocus' prior written consent:

- (a) relocate or transfer any employees or subcontractors who are undertaking work under the Agreement or have access to Vocus' confidential information, to geographies outside of the sovereign borders of Australia; or
- (b) disclose any Vocus Customer Information outside of the sovereign borders of Australia.

9. DATA BACKUP

The Supplier must backup Vocus Information at regular intervals agreed with Vocus and in consideration of:

- (a) off-site storage of backup copies;
- (b) security of backup media whilst in storage and in transit; and encryption of Vocus Information whilst stored on backup media.

10. ACCESS CONTROLS

The Supplier must implement appropriate physical and logical access controls to ensure Vocus Information, Information Systems and information processing facilities are protected and to address the following requirements:

- (a) positively identify all users;
- (b) only authorised users have access;
- (c) users have access only to the information and areas that they have a genuine business requirement to access;
- (d) use secure authentication processes (for example, strong passwords, multi-factor authentication and account lock-out for information systems and zoning and physical access controls for facilities);
- (e) review and monitoring of access; and
- (f) audit mechanisms to ensure access control processes can't be accidentally or intentionally misused.

11. VULNERABILITY MANAGEMENT & SECURITY TESTING

- 11.1 Where internet facing applications or infrastructure form the basis of the goods or services (or anything else done in connection with Vocus under the Agreement), the Supplier must perform penetration testing and any other security and vulnerability testing on the applications and infrastructure on an annual basis and as a result of significant changes. The Supplier must notify Vocus with a summary of the number and criticality of the vulnerabilities/defects identified, provide a date that identified vulnerabilities/defects are to be remedied and ensure all vulnerabilities/defects assessed as being critical and/or high in nature are remedied within 5 Business Days.

- 11.2 The Supplier must implement a vulnerability management program and remediate or mitigate all security defects and vulnerabilities identified by such testing.

12. SECURITY INCIDENT MANAGEMENT & REPORTING

- 12.1 The Supplier must ensure it is able to identify, respond to and investigate Security Incidents.
- 12.2 The Supplier must report any Security Incident to Vocus as soon as practicable, but in any event no later than 48 hours, after becoming aware of an incident occurring or has occurred. Security Incidents include:
 - (a) loss or unauthorised disclosure of Vocus Information;
 - (b) unauthorised access to Information Systems, Vocus Information or physical locations hosting or storing such information;

- (c) virus attack or malicious code;
- (d) equipment loss, where such equipment has been used to store, transmit or process Vocus Information; and
- (e) any other incident that could reasonably damage, harm or impact Vocus reputation or regulatory compliance obligations.

12.3 The Supplier must:

- (a) maintain, at a minimum, a log of all security events, system, application and privileged user access events; and
- (b) immediately, at its own expense and with as much assistance as practicable from Vocus, commence an investigation to identify, prevent and mitigate the effects of any such Security Incident.

12.4 The Supplier's investigation must detail the circumstances of any alleged Security Incident, including at a minimum:

- (a) a description of the nature of the alleged Security Incident;
- (b) the type of information involved;
- (c) who may have obtained Vocus Information;
- (d) what steps the Supplier has taken or will take to investigate the Security Incident;
- (e) what steps the Supplier has taken or will take to mitigate any negative effect of the Security Incident;
- (f) what corrective action the Supplier has taken or will take to prevent future similar unauthorised use or disclosure; and
- (g) a point of contact for additional information.

12.5 The Supplier must investigate Security Incidents, document the results of those investigations in a report and provide a copy to Vocus as soon as practicable but in any event no later than 10 Business Days of becoming aware of an incident occurring or has occurred. After the initial report, the Supplier must confer with Vocus' representative regarding the future course of the investigation and risk mitigation. Vocus reserves the right to conduct an independent investigation of any Security Incident, and if Vocus chooses to do so, the Supplier must cooperate fully by making resources, personnel, and access to solution available to Vocus and/or its authorised representative.

13. MONITORING AND VALIDATION

The Supplier must, at its own expense, regularly review, measure, document and provide evidence of the Supplier's implementation of, and compliance with strong security practices, various clauses contained in the Agreement and/or applicable laws, policies and standards.

14. CLOUD SERVICE PROVIDERS (CSP)

14.1 This paragraph applies where the Supplier is a Cloud Service Provider (**CSP**).

14.2 All CSPs, and each of their directors, officers, employees, and agents are bound by the same obligations, including confidentiality obligations as all other Suppliers. Upon termination of this Agreement or during operations, CSPs must comply with Vocus Disposal/Re-use policy OR specify how the CSP proposes to securely dispose of physical media damaged or replaced and data sanitisation. This is subject to approval by Vocus and/or Vocus' authorised representative.

14.3 At a minimum, Vocus data must be logically separated from the data of any other CSP client. Further, Vocus telemetry data harvested by CSP must not be shared with any third party, without Vocus' prior written approval.

15. US RECORDS AND DCS

15.1 This paragraph applies where the Supplier:

- (a) holds Vocus Information which contains information used, processed, or maintained in the ordinary course of business related to the services offered by Vocus within the United States (**US Records**); and/or
- (b) has access to communications originating or terminating from the United States (**DC**).

15.2 The Supplier must disclose to Vocus, within 48 hours of discovery, any of the following:

- (a) data breach of any US Records or DC, or any loss of US Records or DC, whether from a data breach or other cause; and
- (b) critical exposure, threats, and vulnerabilities associated with the products or services provided to Vocus that are the result of the insertion of counterfeits, unauthorised production, tampering, theft, or insertion of malicious software and hardware into such products or services or into the Supplier's supply chain.