

Managed Services Terms and Conditions

These are the general terms and conditions under which Astron Technology Pty Limited, hereinafter referred to as Astronotech, will provide Services to Customer.

1. Term

This Agreement will commence on the Agreement Date and will expire at the end of the Term subject to renewal under clause 2 or earlier termination under this Agreement.

2. Renewal

The Customer may extend the Agreement for the Renewal Term by providing Astronotech with not less than 60 business days' notice in writing prior to the expiration of the Term.

The extension of this Agreement for the Renewal Term in accordance with this clause 2 will be on the same terms and conditions as contained in this Agreement.

3. The Services

From the Service Commencement Date, Astronotech will supply the Customer with the Services for the Baseline IT Infrastructure at the Locations. Service Commencement date are defined as per Agreement Details

The parties acknowledge that the Services, Service Levels, Baseline IT Infrastructure being serviced, or Locations listed in quote may need to be reviewed and varied from time to time. Any variation to the Services, Service Levels, Baseline IT Infrastructure or Locations must follow the Change Control Procedure set out in clause 8.

The Customer must perform its obligations specified in quote at the times (if any) specified in quote.

Astronotech will not be responsible or liable for delays, inaccuracies or other consequences caused by failures of hardware, software or errors or omissions of personnel not under Astronotech's control.

4. Service Levels

The Service Levels will not apply to Astronotech in the Transition-In Period and Astronotech will be under no obligation to meet or exceed the Service Levels during that time.

From the Service Commencement Date and for the remaining duration of this Agreement: Astronotech will meet or exceed the Service Levels; and Astronotech will report on its performance against the Service Levels to the Customer as agreed and detailed in Attachment A: Service Levels.

If Astronotech fails to meet the Service Levels for two (2) consecutive months after the Transition-In Period, the Customer may terminate this Agreement by providing Astronotech with no less than 30 business days' notice in writing.

5. Delay

Where Astronotech's ability to perform an obligation under this Agreement is delayed due to events or circumstances beyond its control (Delay):

- the time for performance of Astronotech's obligation is extended for a period equal to the time it will reasonably take Astronotech to perform its obligation as a result of the Delay;
- Astronotech obligation affected by the Delay is not to be taken into consideration for the purposes of determining whether a Service Level has been met in any month during which the performance of the obligation is impacted by the Delay;

- to the extent that the Delay is due to the acts or omissions of the Customer or Incumbent Supplier, the Customer will be liable for costs subject to liabilities under clause 21

6. Charges

The Customer shall pay the Charges quantified in accordance within quote supplied.

The Customer will pay AstronTech any amount due under this Agreement, without set-off or deduction, within 30 calendar days of receipt of a valid tax invoice from AstronTech.

Services provided will be charged to the Customer (in advance) on the 1st day of each month for services provided in that month. This excludes services not covered under the managed services contract which shall be charged as defined in their relevant Statement of Works or quotations.

Only payment of the full amount due under an invoice will be deemed discharge of the invoice. Where a lesser amount is paid such amount will be treated as a partial payment and without prejudice to AstronTech's right to recover the balance of the amount stated in the invoice or to pursue any other remedy.

If the Customer disputes whether it is obliged to pay any amount specified in an invoice (Disputed Amount), the Customer must pay the Disputed Amount by the due date pending resolution of the dispute under clause 27. If as a result of the resolution of the dispute under clause 27, it is agreed that the Customer is not liable for the Disputed Amount or a part of it, but the Customer has already paid the amount, then AstronTech must provide a credit for the full amount of the agreed amount.

Upon written demand from AstronTech, the Customer will pay interest on any invoiced amount not paid by the due date. The interest will be calculated on the daily balance of the invoiced amount that remains unpaid at the rate of 2% per annum above the 30-day Bank Bill Swap Reference Rate published in the Australian Financial Review on the first Business Day after the due date. AstronTech may apply any subsequent payment from the Customer first to payment of interest and then to payment of any invoiced amount. AstronTech reserves the right to put a hold on rendering further services until full payment of the outstanding invoiced amount and interest has been received.

7. GST

In this clause: "GST" means the GST as defined in the A New Tax System (Goods and Services Tax) Act 1999; and words used in this clause which have a defined meaning in A New Tax System (Goods and Services Tax) Act 1999 and associated acts and legislative instruments (collectively, "GST Law") have the same meaning as in the GST Law, unless the context otherwise requires.

Unless expressly included the consideration for any supply made under or in connection with this Agreement excludes GST. The GST amount payable on any taxable supply provided under or in connection with this Agreement must be paid by the recipient of the supply to the supplier at the same time as any payment of consideration referable to the supply.

Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment, or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this Agreement.

If either party (Claiming Party) is entitled under this Agreement to be paid, reimbursed, or indemnified by the other party (Reimbursing Party) for an amount, cost or expense received or incurred by the other party in connection with this agreement and the Claiming Party may claim an input tax credit in relation to the GST component of that amount, cost, or expense, then:

- the Claiming Party must calculate the amount claimed from the Reimbursing Party net of any GST component of the amount, cost, or expense, to which net amount GST will then be added; and
- the Reimbursing Party must pay the net amount and GST on that net amount.

8. Change Control

A variation to this Agreement, including variations to the Services, Service Levels, Baseline IT Infrastructure or Locations (Change) may only be made in accordance with the procedure set out in this clause (Change Control Procedure). For the avoidance of doubt, a Cost-of-Living Adjustment is not a Change.

Changes are of no force and effect and are not binding upon the parties unless made by written instrument and agreed and executed by the parties in accordance with this clause.

Either party may request a Change at any time by submitting a Change Proposal to the other party. A Change Proposal will contain the following minimum details:

- the name of the party making the request for or recommendation of the Change;
- the reason for the Change;
- the nature of the Change; and
- the impact of the Change on the Charges, including implementation or ongoing charges.

The party receiving the Change Proposal must consider the proposed Change and confer with the party who served the Change Proposal. If the parties do not reach agreement within 10 Business Days or such other time as agreed by the parties to implement the proposed Change (whether as first proposed or in amended form), this Agreement will continue unchanged. A reasonable request for a Change must not be rejected by the receiving party and a reasonable proposed amendment to a Change Proposal must not be rejected by either party.

If the Customer and AstronTech accept a proposed Change:

- the parties must sign the Change Proposal (which will include any agreed amendments);
- this Agreement will be deemed to be amended to include the terms of the Change Proposal on the date specified in the Change Proposal or, where no such date is specified, on the date the Change Proposal is signed by both parties; and
- the parties must comply with their respective obligations specified in the Change Proposal.

Where AstronTech recommends a Change which is rejected by the Customer, AstronTech will not be liable for any failure by it to perform its obligations under this Agreement where such failure could reasonably have been avoided by the recommended Change.

9. Volume Variation

Where the volume or quantity of the Services exceeds any Tolerance Levels for two consecutive months:

- AstronTech will not be obliged to meet the Service Levels or be liable for penalties imposed by the customer to the extent that the Services exceed any Tolerance Levels for longer than those two consecutive months; and
- the Charges may be modified by agreement in writing between the parties.

10. Termination

Either party may terminate this Agreement at any time by providing the other party with 90 business days' written notice of its intention to do so.

A party (Terminating Party) may immediately terminate this Agreement in whole or in part, upon written notice to the other party (Defaulting Party) if:

- the Defaulting Party breaches this Agreement and, where the breach is capable of being remedied, fails to use all reasonable endeavours to remedy the breach within 20 Business Days of notice in writing by the Terminating Party specifying the breach;

- the Defaulting Party breaches this Agreement and, where the breach is not capable of being remedied, fails to use all reasonable endeavours to reinstate the positions of the parties as far as is possible and give an undertaking to use its reasonable endeavours to prevent a recurrence of the breach;
- the Defaulting Party becomes an externally administered body corporate under the *Corporations Act 2001*;
- steps are taken by any person towards making the Defaulting Party an externally administered body corporate;
- a controller (as defined in section 9 of the *Corporations Act 2001*) is appointed to any of the property of the Defaulting Party, or any steps are taken for the appointment of a controller; or
- the Defaulting Party is taken to have failed to comply with a statutory demand within the meaning of the *Corporations Act 2001*.

11. Early Termination

Where this Agreement is terminated by AstronTech pursuant to clause 10 the following provisions will apply.

If this Agreement is terminated earlier than 9 months after the Agreement Date, unless otherwise agreed between AstronTech and the Customer in writing, the Customer must pay to AstronTech on written demand the unpaid Charges that would have been payable for the period ending on the anniversary of the Agreement Date.

12. Transition-Out

At the expiration or termination of this Agreement for any reason, if requested by the Customer, AstronTech will cooperate with the hand-over of the performance of the Services to the Customer or a third party nominated by the Customer (Transition-Out Assistance).

Transition-Out Assistance is limited to:

- migrating the work of AstronTech to another services provider or the Customer itself;
- selling to the Customer or a third party nominated by the Customer at fair market value any item used exclusively by or on behalf of AstronTech in respect of the Services (subject to any contractual or commercial restraints preventing AstronTech doing so);
- ensuring the availability of AstronTech's personnel to provide advice and assistance; and
- providing any other reasonable assistance.

The Customer may request Transition-Out Assistance:

- no later than 3 months prior to expiry of the Term or any Renewal Term; and
- at any time within 20 Business Days after the service of a termination notice under clause 10.

Charges associated with the provision of Transition-Out Assistance will be paid by the Customer at the Service Rates or as otherwise agreed between the parties.

AstronTech is required to provide the Transition-Out Assistance for a maximum period of 120 Business Days after the expiration or termination of this Agreement.

In the event of termination of this Agreement with the Customer, any third parties where services under this agreement are being provided will continue under a assignment agreement until the third party contract has expired.

13. Personnel

A party to this Agreement must not for the duration of this Agreement and for a period of 12 months following the termination or expiration of this Agreement solicit for employment either directly or indirectly any current employee or contractor of the other party who was at any time during the Term or a Renewal Term (as the case may be) engaged in the supply or receipt of the Services.

For each breach of this clause 13, the breaching party agrees to pay the other party an amount equal to 6 months' remuneration of the relevant employee or contractor as compensation and a genuine pre-estimate of the loss that party will suffer as a result of a breach of this clause 13.

Both parties expressly agree that the period and sum specified in this clause 13 are reasonable restraints against soliciting employees and contractors of the other party and that it is reasonable compensation for the loss the other party will suffer as a result of the loss of the services of its employees and contractors (as the case may be) and the cost of engaging replacements.

14. Confidentiality

Each party must:

- use Confidential Information solely for the purposes of this Agreement;
- maintain and take all steps necessary to maintain all Confidential Information in confidence;
- take all reasonable precautions necessary to prevent accidental disclosure of any of the Confidential Information;
- not disclose any of the Confidential Information to any person other than those of its employees, officers, contractors, assignees, and agents who are reasonably required to receive the Confidential Information for the purposes of this Agreement and who undertake to keep the Confidential Information confidential in accordance with this Agreement;
- comply with all statutes and regulatory requirements of the Commonwealth of Australia and its States and Territories that relate to privacy or use and disclosure of information;
- return or destroy all Confidential Information belonging to the other party or any its Customers immediately upon request by the other party or, if not earlier requested, on termination of this Agreement.

It is not a breach of this clause 14 for either party to disclose Confidential Information which it is obliged by law or the rules of a stock exchange to disclose to the person to whom it is disclosed.

The parties acknowledge that:

- the Confidential Information is at all times the property of the party disclosing it;
- monetary damages would not be a sufficient remedy for a breach of this clause 14; and
- in addition to any other remedy which may be available in law or equity, a party is entitled to interim, interlocutory, and permanent injunctions or any of them to prevent breach of this clause 14 and to compel specific performance of it.

It is not a breach of this clause 14 for either party to disclose Confidential Information to a Customer for the purposes of this Agreement.

15. Proprietary Rights

Subject to this clause 15, any Intellectual Property Rights in any AstronTech Material provided to the Customer during the course of this Agreement or otherwise used in the provision of the Services (including Transition-In Services) will at all times remain vested in AstronTech.

Where in the course of providing the Services (including Transition-In Services) AstronTech supplies material licensed by a third party, Intellectual Property Rights in such material remain vested in that third party. The Customer acknowledges that title in such material remains with the third-party licensor and the Customer must use such materials strictly in accordance with the third-party licensor's licence agreement.

Ownership of all existing and future Intellectual Property Rights created or arising as a result of AstronTech's performance of its obligations under this Agreement will vest in AstronTech. To the extent that such Intellectual Property Rights do not automatically vest in AstronTech, the Customer assigns to AstronTech absolutely and beneficially the whole of its rights, title and interest in and to those Intellectual Property Rights. However, to the extent that AstronTech is engaged under this Agreement to produce deliverables for the exclusive use of the

Customer from materials created by AstronTech for that purpose, AstronTech will assign its rights, title and interest in and to the Intellectual Property Rights in those deliverables to the Customer upon termination of this Agreement and payment of all Charges payable under it.

For the duration of this Agreement and during the Transition-Out Assistance, AstronTech grants to the Customer a non-transferrable, revocable, royalty-free, non-exclusive licence to use AstronTech Material for the purpose for which it is supplied. The licence granted under this clause 15 does not include the right to sublicense without AstronTech's prior written consent.

The Customer will not permit any AstronTech Material be disclosed to or used by any third party (excluding Related Bodies Corporate of the Customer and a Customer, when the disclosure is for the purposes of this Agreement), without the prior written consent of AstronTech. AstronTech will not unreasonably withhold such consent.

16. Liaison and Decision

Each party will appoint a contract manager to act as that party's representative to manage liaison and decision-making under this Agreement.

The parties acknowledge that key elements in AstronTech's successful rendering of the Services include:

- the continuing and effective co-operation and liaison between AstronTech and the Customer; and
- prompt Customer executive decisions as required in respect of matters relating to AstronTech's performance of its obligations.

17. Warranties

Each party represents and warrants to the other that:

- it has full power and authorisation to enter into and perform its obligations under this Agreement;
- its obligations under this Agreement are valid and binding and enforceable in accordance with their terms;
- this Agreement and the transactions contemplated by it do not contravene its constituent documents or any law or regulation; and
- unless it notifies the other party to the contrary, its officers and representatives nominated under this Agreement are its agents, with the authority to act for and on behalf of it in relation to any matter within their authority under this Agreement.

AstronTech represents and warrants to the Customer that AstronTech will render the Services with due care and skill

18. Security

During the provision of the Services (including Transition-In Services) or when on the Customer's premises, AstronTech's personnel shall be subject to all of the Customer's reasonable rules, regulations, and security requirements.

When on AstronTech's premises the Customer's personnel shall be subject to all of AstronTech's reasonable rules, regulations, and security requirements.

19. Insurance

AstronTech must maintain for the duration of this Agreement:

- public liability insurance of at least \$10,000,000.00 per claim;
- professional indemnity insurance of at least \$5,000,000.00 per claim; and
- workers' compensation insurance in accordance with applicable legislation.

20. Data Protection

The Customer accepts sole responsibility for the data entered into its business applications, control of its source data, its use of programs, its operating procedures and audit controls, its correctly initiating updating programs and ensuring that access to its security passwords is restricted to the Customer's own staff.

The Customer will maintain procedures for the retention of source data for the reconstruction of lost or altered files, data or programs to the extent considered reasonable by the Customer. Subject to the other terms of this Agreement, AstronTech shall have no obligation or responsibility with respect to manually re-entering for any reason any of the files, data or program affected by loss or alteration.

21. Liability

Except as otherwise provided in this Agreement, all express, implied and statutory conditions, representations and warranties, including warranties as to fitness for purpose and merchantability, are excluded to the extent permitted by law.

Where legislation implies warranties which cannot be excluded, AstronTech's liability in respect of these implied warranties is limited, at AstronTech's option, to: in the case of goods: the replacement or supply of equivalent goods; the repair of goods; or the refund of the price paid for goods; and in the case of services: the rectification or resupply of the services; or the application of a discount, determined by AstronTech, to that portion of the services that is subject to the breach of the implied warranty.

Notwithstanding any other clause in this Agreement, AstronTech's liability to the Customer for all claims arising in any way directly or indirectly from this Agreement or any services supplied or required to be supplied under it (and irrespective of whether such claim is based on breach of contract, common law, equity, or statutory causes of action) is limited to the following extent:

AstronTech will not be liable to the Customer or any other person for any lost profits, loss of revenue, data loss, damage to goodwill, loss of opportunity or any incidental, indirect, or consequential loss or damage or any special or exemplary damages, except to the extent the loss or damage resulted from wilful negligence on the part of AstronTech or any of its agents; and for all other claims, AstronTech's liability is limited in aggregate of all claims to:

- where this Agreement has been in operation for 12 months or more, the annual equivalent of the average monthly Charges paid by the Customer to AstronTech in the 12 months preceding the date the claim arises (excluding any Charges for Transition-In Services); or
- where this Agreement has been in operation for less than 12 months, 3 times the average monthly Charges accrued over the period the Agreement has been in operation.

The Customer acknowledges that AstronTech has set its Charges and entered into this Agreement in reliance on the disclaimers and limitations of liability set out in this Agreement and that these form the essential basis of the bargain reached between the parties. The parties agree that the limitations of liability set out in this Agreement will survive and apply even if any provision of this Agreement is found to have failed its essential purpose.

22. Assignment, Agents and Contractors

Neither party shall assign or otherwise transfer this Agreement or any of its rights or obligations hereunder whether in whole or in part without the prior written consent of the other.

AstronTech may engage agents or contractors to perform its obligations under this Agreement but will remain liable for the acts or omissions of such agents or contractors as if they were acts or omissions of AstronTech.

23. Force Majeure

If the performance of AstronTech's obligations under these Terms or any relevant Sales Contract is prevented, restricted, or affected by force majeure including acts of God, natural disaster, war, terrorism, civil unrest, government action, pandemic, strike, lock out, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of AstronTech, AstronTech will give notice of such cause to Customer and after 60 days from the receipt by Customer of such notice, either party may terminate the relevant Sales Contract without penalty.

24. Entire Agreement

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

25. Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address for notices specified in the Agreement Details. Any such notice may be delivered by hand or by letter or facsimile or electronic mail and shall be deemed to have been received:

- if by hand, when delivered;
- if by letter, 48 hours after posting;
- if by facsimile, when despatched if the sender's facsimile machine generates an acknowledgement that the relevant facsimile was transmitted successfully; and
- if by electronic mail, on the day it is sent unless the sender receives a message that the electronic mail was not delivered to the addressee.

26. Non-Waiver and Serviceability

A delay or failure by either party to exercise any right or a partial or single exercise of any right shall not be deemed to constitute a waiver of any such right or any other rights hereunder. A consent by either party to a breach of an expressed or implied term of this Agreement shall not constitute a consent to any subsequent breach.

In the event any provision of this Agreement shall not be enforceable, such provision shall:

- where it can be read down so as to give it an enforceable operation of a partial nature, be read down to the minimum extent necessary to achieve that result; or
- in any other case, be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

27. Dispute Resolution

All disputes arising between the parties will be determined in accordance with this clause 27.

Either party may give notice of a dispute to be dealt with in accordance with this clause 27 by written notice to the other party describing the matter in dispute and invoking the provisions of this clause 27 (Notice of Dispute). Both parties will meet within 5 business days of the Notice of Dispute being received (Notice Date) to discuss the matter in dispute and will negotiate in good faith to resolve the dispute.

If after 10 business days following the Notice Date the parties do not resolve the dispute, then the dispute will be referred for resolution to a board member or senior executive of each party with full authority to resolve all disputes arising under or in connection with this Agreement.

If a dispute is resolved within 14 business days of the Notice Date on the basis that one party will make a payment to the other, the paying party will make the payment within 7 business days after the resolution has been recorded in writing, unless the parties have agreed otherwise.

If a dispute is not resolved by negotiation as set out above within 14 business days of the Notice Date, then either party may refer the dispute to mediation by written notice to the other party.

Unless otherwise agreed between parties, the mediation will be conducted in accordance with the Mediation Rules of Law Society of New South Wales and the place of mediation will be Sydney, New South Wales. If the parties cannot agree on a mediator, the President of the Law Society of New South Wales will appoint one.

The parties shall bear the cost of the mediation (being the cost of the mediator, any venue costs and other incidental common costs) in equal shares. Each party must pay its own costs of the mediation.

The parties will continue to perform their obligations under this Agreement without prejudice pending resolution of a dispute.

This clause 27 does not prevent either party from obtaining any injunctive, declaratory, or other relief from a court which may be urgently required.

Neither party may commence legal proceedings (other than proceedings seeking interlocutory relief) in respect of a dispute until the dispute resolution process set out in this clause 27 is complied with.

28. Survival

Any provision of this Agreement which expressly or by implication is said to survive the termination or expiry of this Agreement shall so survive. For avoidance of doubt, the rights and obligations set out in clauses 11, 12, 13, 14, 15, 17, 20, 21, 28 and 29 survive the termination or expiry of this Agreement.

29. Governing Laws and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New South Wales and no proceeding in connection with this Agreement shall be taken in a court other than a New South Wales court or the New South Wales Registry of the Federal Court of Australia. Each party waives any right it may have to claim that those courts are inconvenient forums.

30. Interpretation

In this Agreement, reference to:

- one gender includes the others;
- the singular includes the plural and to the plural includes the singular;
- a person includes a body corporate;
- a party includes the party's executors, administrators, successors and permitted assigns;
- a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (a) that Statutory Provision as amended or re-enacted from time to time;
 - (b) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (c) another regulation or other statutory instrument made or issued under that Statutory Provision;
- money or "\$" is to Australian dollars, unless otherwise stated.
- "Including" and similar expressions are not words of limitation.
- Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

31. Definitions

"Agreement" means this document, including any quotes or annexure to it.

"Agreement Date" means the date of commencement of this Agreement as specified in the Agreement Details.

"Baseline IT Infrastructure" means the IT infrastructure specified within the scope of services upon quote

"Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where an act is to be performed or a payment is to be made.

"Change" has the meaning set out in clause 8.1.

"Change Control Procedure" means the change control procedure set out in clause 8.

"Change Proposal" means the request for a Change made in accordance with clause 8.

"Charges" means the prices/charges payable by the Customer to AstronTech as specified upon quote, as amended from time to time.

"Confidential Information" means information of any kind: relating to the business, property, affairs, officers, methods, processes, technologies, research of a party or a Customer; which the parties know or ought to know is confidential; or which is identified as such, but excludes information which: is publicly available; is obtained from a third party without breach of any obligation of confidentiality; or was already in the possession of a party prior to disclosure pursuant to this Agreement and is not subject to any obligation of confidentiality.

"Customer" means the recipient of the Services under this Agreement, including those described in quotes supplied

"Incumbent Supplier" means a person, other than the Customer or AstronTech, who is supplying the Customer with services similar or equivalent to some or all of the Services immediately prior to the commencement of the Transition-In Period.

"Intellectual Property Rights" includes any: copyright; design, patent, trademark, semiconductor, circuit layout or plant breeder rights, trade, business, company or domain name; know how, inventions, processes, confidential information (whether in writing or recorded in any form); and any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific, or artistic fields.

"Location" means the specified work location listed in quote

"Material" means policies, procedures, specifications, code, scripts, applications, tools, templates and any associated documentation owned or licensed by AstronTech.

"Related Bodies Corporate" has the same meaning as in Sections 9 of the Corporations Act 2001.

"Renewal Term" means the period specified as such in the Agreement Details.

"Service" means the service specified in Agreement

"Service Commencement Date" means the Business Day immediately following the end of the Transition-In Period.

"Service Criteria" means the service volumes and associated threshold levels specified in agreement

"Service Levels" means the service levels for the Services as specified in quote.

"Service Rates" means the rates specified as such in quote, as amended from time to time.

"Term" means the term specified in the Agreement Details

"Tolerance Level" means the Tolerance Level specified within a valid proposal or quotation or upon submission of agreement

"Transition-In Period" means the period of transition of services from the Customer or the Incumbent Supplier to AstronTech specified in quote: Transition-In Plan, or such period as may be agreed by the parties.

"Transition-In Plan" means the transition plan set out upon quote

Attachment A: Service Levels

| Severity | Description | Response Time | Resolution Time* |
|----------|--|---------------|------------------|
| 1 | A total loss of service, which cannot be circumvented. Fault affecting customer facing systems, having a critical impact upon business operation. | 30 mins | 4 hours |
| 2 | Service is partially interrupted, or impaired. Fault affecting all or a large percentage of users and customer facing systems and cannot be circumvented. Having a substantial impact on business operation. | 60 mins | 8 hours |
| 3 | Minor impact on usage that can be circumvented. Loss of service to a user or a small group of users. Not a significant impact on business operation. | 60 mins | 16 hours |
| 4 | No impact to customers or systems – represents very low risk to business – all other issues | 48 hours | 5 Business Days |

* Resolution time can be impacted by external dependencies, which may not be in the control or influence of AstronTech and its resolution efforts.

Customer Updates

- For Severity 1 Incidents, AstronTech will provide the Customer updates no less frequently than every 30 minutes.
- For Severity 2 Incidents, AstronTech will provide the Customer updates no less frequently than every 1 hour.
- Incident/Outage Report to be delivered to Customer no later than 48hrs post resolution