

## Supply Services Beyond Scope of a Maintenance Agreement Terms and Conditions

### 1 Supply of Services

- 1.1 NTT Australia Pty Ltd (ACN 003 371 239) (“NTT”) agrees to supply the requested services (“Services”) to the purchaser (“Client”) on these standard terms and conditions (“Terms”).

### 2 General obligations

- 2.1 Only these Terms (and not other terms and conditions which may be attached to or incorporated in a purchase order) form part of the agreement between the parties. Acceptance by NTT of a purchase order will not be acceptance of any such terms or conditions.

### 3 Fees

- 3.1 Fees for the Services will be charged on a time basis at the rates advised to the Client at the time the supply of the Services was requested and agreed.

### 4 Payment

- 4.1 Payment terms are strictly 30 days from the date of invoice. Services will be invoiced at the end of each month and on completion of the Services.

### 5 Warranty

- 5.1 Defects in Services reported to NTT within 30 days of supply of the Service will be rectified by NTT at no charge to the Client.
- 5.2 To the extent permitted by law, all express or implied guarantees, warranties, representations, statements, terms and conditions relating to NTT and the provision of the Services under these Terms, are excluded from the agreement between the parties.
- 5.3 Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law which cannot lawfully be excluded or limited, including any consumer law which contains guarantees that protect the purchasers of services in certain circumstances.
- 5.4 Where a guarantee, condition or warranty is implied into these Terms by a law which cannot be excluded, the liability of NTT is limited at the option of NTT to the supply of the Services again or the payment of the cost of having the Services supplied again.

### 6 Acceptance

- 6.1 Unless the Client gives NTT written notice of any aspect of a Service or deliverable which is alleged by the Client to be defective within 7 days of the date of supply of the Service or relevant deliverable, the Client is deemed to have accepted it.

### 7 Confidentiality

- 7.1 In this clause, “confidential information” means information in any form except information that is already in the public domain at the time that it is disclosed or becomes part of the public domain otherwise than as a result of an unauthorised disclosure by NTT or the Client.
- 7.2 The parties must keep as strictly confidential any confidential information that is disclosed or provided by one party to the other.

### 8 Limitation of Liability

- 8.1 NTT’s aggregate liability, whether arising from breach of contract, negligence or any other tort, breach of warranty, under an indemnity, or statute, in equity or otherwise is limited to an amount equal to the total amount paid to NTT for the supply of the Services.
- 8.2 Nothing in clause 8.1 operates to limit NTT’s liability for death, personal injury or damage to tangible property, breach of a third party’s intellectual rights or breach of privacy laws.
- 8.3 NTT has no liability for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, revenues, profits, goodwill, bargain, opportunities or anticipated savings, whether arising from breach of contract, negligence or any other tort, in equity or under an indemnity, warranty or otherwise, whether or not NTT was aware of the possibility of such loss or damage.

### 9 Variation

- 9.1 Any variation to these Terms must be in writing.

## **10 General**

- 10.1 No leniency, indulgence or extension of time granted by NTT to the Client will prejudice any of NTT's rights in any way or constitute a waiver of any of NTT's rights. If any of these Terms are for any reason declared to be or become unenforceable, invalid or illegal, the remaining Terms will remain in full force and effect.
- 10.2 These Terms are governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 10.3 These Terms and the applicable purchase order constitute the entire agreement between the parties on the subject matter and supersede any previous understanding or agreement on that subject matter.