

Mobile Team Manager

Software as a Service Terms and Conditions

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These Terms govern access to and use of the Mobile Team Manager software-as-a-service platform. They form a binding agreement when a customer accepts an Order that refers to them, clicks to accept them, or accesses or uses the Services after receiving clear notice that they apply and a reasonable opportunity to review them.

1. Application and acceptance

- 1.1 These Terms apply to each Order for the Services. The Agreement is between the Supplier and the Customer identified in the applicable Order.
- 1.2 A person who accepts an Order or uses the Services on behalf of a customer warrants that the person has authority to bind the Customer.
- 1.3 The Agreement consists of the Order, these Terms and any document expressly incorporated by the Order. If there is an inconsistency, the Order prevails, followed by these Terms and then the incorporated document.
- 1.4 A purchase order or procurement document is administrative only. Additional or inconsistent terms in it do not form part of the Agreement unless the Supplier expressly agrees to them in writing.

2. Definitions and interpretation

- 2.1 **Affiliate** means an entity that controls, is controlled by, or is under common control with a party.
- 2.2 **Agreement** means the applicable Order, these Terms and each document expressly incorporated by the Order.
- 2.3 **Applicable Law** means a law, regulation, binding code, court order or regulatory requirement applicable to a party, the Services or Customer Data.
- 2.4 **Applicable Privacy Law** means the Privacy Act 1988 (Cth), the Australian Privacy Principles and any other privacy, data protection, surveillance or health records law applicable to a party, the Services or Customer Data.
- 2.5 **Authorised User** means an individual authorised by the Customer to access the Services within the limits stated in the Order.
- 2.6 **Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.
- 2.7 **Commencement Date** means the commencement date stated in the Order or, if none is stated, the date on which the Supplier first provides the Customer with access to the Services.
- 2.8 **Confidential Information** means information that is confidential by nature or designation, including security information, pricing, product roadmaps, Customer Data and non-public terms of the Agreement.



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- 2.9 **Customer** means the person or entity identified as the customer in the Order or, if none is identified, the person or entity on whose behalf the Order is accepted.
- 2.10 **Customer Data** means data, content, records, documents, images, location data and Personal Information submitted to, stored in or generated through the Services by or for the Customer, excluding Usage Data.
- 2.11 **Documentation** means the Supplier's user guides, operating instructions and service descriptions made available for the Services.
- 2.12 **Fees** means the subscription, implementation and other charges stated in the Order.
- 2.13 **Initial Term** means the fixed initial subscription period stated in the Order or, if none is stated, 12 months from the Commencement Date.
- 2.14 **Intellectual Property Rights** means all present and future intellectual property and analogous proprietary rights, whether registered or unregistered.
- 2.15 **Order** means a quote, order form, proposal, subscription confirmation or other written or electronic ordering document accepted by the Customer that identifies the Services and applicable commercial terms.
- 2.16 **Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, and any other information protected by Applicable Privacy Law.
- 2.17 **Renewal Term** means each successive 12-month period following the Initial Term.
- 2.18 **Security Incident** means an actual or reasonably suspected unauthorised access to, acquisition, disclosure, alteration, loss or destruction of Customer Data, material unavailability of Customer Data, or compromise of the confidentiality, integrity or availability of Customer Data in the Supplier's possession or control.
- 2.19 **Services** means the hosted Mobile Team Manager software, mobile applications, modules, support and related services identified in the Order.
- 2.20 **Subscription Year** means each period from 1 July to 30 June, unless the Order states another annual period.
- 2.21 **Supplier** means the Mobile Team Manager entity identified as the supplier in the Order.
- 2.22 **Term** means the Initial Term and each Renewal Term until expiry or earlier termination of the Agreement.
- 2.23 **Terms** means these Software as a Service Terms and Conditions, as updated in accordance with clause 25.8.
- 2.24 **Usage Data** means technical and operational data about use, performance and security of the Services that is aggregated or de-identified so it does not identify the Customer, an Authorised User or an individual.
- 2.25 **Website** means the Mobile Team Manager website on which these Terms are published.
- 2.26 Headings do not affect interpretation. The singular includes the plural and vice versa. 'Including' is not limiting. A reference to a person includes an entity. A reference to legislation includes amendments and replacements.
- 2.27 Writing includes email. A party includes its permitted successors and assigns.



3. Subscription and permitted use

- 3.1 Subject to payment of the Fees and compliance with the Agreement, the Supplier grants the Customer a non-exclusive, non-transferable right during the Term for Authorised Users to access and use the Services for the Customer's internal business and operational purposes.
- 3.2 The Customer must not, and must not permit another person to:
- (a) sell, sublicense, rent or commercially exploit the Services for a third party;
 - (b) reverse engineer, decompile or attempt to derive source code, except to the extent Applicable Law prohibits that restriction;
 - (c) bypass security, usage limits or access controls;
 - (d) introduce malicious code or use the Services unlawfully;
 - (e) use the Services in a way that materially impairs their availability, integrity or security;
 - or
 - (f) remove proprietary notices or represent that the Customer owns the Services.
- 3.3 The Supplier can use reasonable technical measures to verify licensed users and usage limits. Those measures must not access Customer Data beyond what is reasonably necessary to operate, secure and support the Services.
- 3.4 A third-party product or integration is subject to the third party's disclosed terms. The Supplier remains responsible for its own integration work, but not for a third party's separate service, acts or omissions.

4. Implementation and changes

- 4.1 Where implementation, configuration, migration or training services are included in an Order, the Supplier must perform them using appropriately skilled personnel and due care and skill.
- 4.2 Each party must perform its stated dependencies within the agreed timeframe. A delay caused by one party extends an affected date only to the extent reasonably necessary.
- 4.3 A change to scope, deliverables, assumptions, Fees or timing requires a written change request describing the effect of the change. It takes effect when both parties agree to it in writing.
- 4.4 Any acceptance criteria stated in the Order apply to implementation deliverables. If no criteria are stated, a deliverable is accepted when it materially conforms to its agreed description and the Customer has had 10 Business Days to identify a material non-conformity.
- 4.5 The Supplier can update the Services as part of their ongoing operation and development, provided an update does not materially reduce the core functionality of the Services during a committed Term.

If a material reduction is reasonably necessary because of Applicable Law, security risk or the withdrawal of a material third-party dependency, the Supplier must give reasonable notice and, if the reduction materially affects the Customer's use, allow the Customer to terminate the affected Service and receive a pro-rata refund of prepaid Fees for the unused period.



5. Customer responsibilities

5.1 The Customer must:

- (a) provide accurate information, timely decisions and reasonable cooperation;
- (b) keep its billing, administrator and legal notice contact details current;
- (c) maintain compatible devices, connectivity and systems not supplied under the Agreement;
- (d) control Authorised User access and promptly disable access that is no longer required;
- (e) protect credentials and apply reasonable security practices;
- (f) hold all rights, notices, consents and lawful bases required for Customer Data; and
- (g) use the Services in accordance with the Documentation and Applicable Law.

5.2 The Customer is responsible for the acts and omissions of its Authorised Users in connection with the Services as if they were the Customer's own acts and omissions, except to the extent caused by the Supplier's breach of the Agreement.

5.3 The Customer remains responsible for operational decisions, workplace safety, work allocation, payroll, regulatory compliance and professional judgment supported by the Services.

5.4 Before enabling location tracking, monitoring or workplace surveillance functionality, the Customer must ensure that its proposed use is lawful, transparent and for a legitimate purpose, and must give all notices and obtain all consents or authorisations required by Applicable Law. The Customer must not use the Services for unlawful or covert surveillance.

5.5 The Customer must promptly notify the Supplier of suspected unauthorised account use or a vulnerability affecting the Services.

6. Support, maintenance and service levels

6.1 The Supplier must provide its standard support for the Services through the support channels and during the support hours notified to the Customer.

6.2 Any specific availability commitment, response target, restoration target or service credit applies only if it is expressly stated in the Order or another document expressly incorporated by the Order.

6.3 The Supplier can perform planned maintenance during notified maintenance windows and emergency maintenance where reasonably necessary for security, integrity or availability. The Supplier must give as much notice as practicable and minimise disruption.

6.4 Service availability excludes an outage caused by scheduled maintenance, Customer systems, third-party telecommunications beyond the Supplier's reasonable control, Customer misuse or a force majeure event.

7. Fees, invoicing and GST

7.1 The Customer must pay the Fees for the whole committed Term in accordance with the invoice frequency and payment terms stated in the Order.

If the Order does not state a payment period, an invoice is due 14 days after its date. Monthly or quarterly invoicing is a payment arrangement and does not create a monthly or quarterly termination right.



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- 7.2 Fees are exclusive of GST unless stated otherwise. Where GST is payable, the recipient must pay the GST amount at the same time as the consideration after receiving a valid tax invoice. GST terms have the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 7.3 The Customer must notify the Supplier of a genuine invoice dispute before the due date or promptly after becoming aware of it, identifying the disputed amount and reasons. The Customer must pay undisputed amounts on time, and the parties must work promptly and in good faith to resolve the dispute.
- 7.4 For an undisputed amount more than 10 Business Days overdue, the Supplier can charge interest at the Reserve Bank of Australia cash rate target plus 4% per annum, calculated daily, and suspend affected access only in accordance with clause 18.
- 7.5 Each party must keep records reasonably sufficient to verify charges and usage limits for 7 years, or a longer period required by Applicable Law.

8. Term, annual commitment and automatic renewal

- 8.1 The Agreement starts on the Commencement Date and continues for the Initial Term unless terminated earlier under the Agreement.
- 8.2 The standard Subscription Year runs from 1 July to 30 June. The Order can specify a different annual period or a partial first period to align the subscription with that cycle. Any partial first period identified in the Order forms part of the fixed Initial Term.
- 8.3 The Agreement automatically renews for successive 12-month Renewal Terms unless either party gives the other written notice of non-renewal at least 3 months before the end of the current Term.
- 8.4 For a Term ending on 30 June, the non-renewal notice must be received no later than 31 March. Subject to clause 8.5, a notice received after that date takes effect at the end of the next Renewal Term unless the parties agree otherwise in writing.
- 8.5 The Supplier can revise the Fees for a Renewal Term by stating the revised Fees in the renewal reminder. A revised Fee takes effect only at the start of the relevant Renewal Term.
- 8.6 Neither party has a right to terminate for convenience during a committed Term. Rights to terminate for breach, insolvency and prolonged force majeure remain available.

9. Intellectual property

- 9.1 The Supplier and its licensors retain all Intellectual Property Rights in the Services, Documentation, configurations, methods, templates and improvements, excluding Customer Data and Customer materials.
- 9.2 The Customer retains all Intellectual Property Rights in Customer Data and Customer materials. The Customer grants the Supplier a non-exclusive licence during the Term to host, copy, transmit and otherwise use Customer Data only to provide, operate, secure and support the Services in accordance with the Agreement.
- After the Term, that licence continues only to the extent necessary to export, protect, retain and delete Customer Data in accordance with clause 10 and Applicable Law.
- 9.3 The Supplier can use feedback provided by the Customer without restriction, provided it does not disclose Customer Confidential Information or identify the Customer without consent.



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9.4 The Supplier can create and use Usage Data for analytics, capacity planning, security and service improvement, provided it remains aggregated or de-identified and is not used to re-identify an individual or the Customer.

10. Customer Data

10.1 As between the parties, the Customer owns Customer Data. The Supplier acts as custodian and must process Customer Data only to perform the Agreement, comply with lawful written instructions or meet Applicable Law.

10.2 The Supplier must maintain reasonable backup, retention and recovery measures for Customer Data. The Customer remains responsible for retaining source records required by its own records management obligations unless the Order expressly transfers that responsibility.

10.3 The Supplier must provide reasonable export functionality during the Term. On written request made before or within 30 days after termination, the Supplier must provide one standard export of Customer Data in a commonly available format.

10.4 After the export period, the Supplier must securely delete or de-identify Customer Data through its standard retention cycle, except to the extent retention is required by law or Customer Data remains in protected backups isolated from ordinary use and deleted through the normal cycle.

11. Privacy and data protection

11.1 Each party must comply with Applicable Privacy Law, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles to the extent they apply.

11.2 The Customer is responsible for the lawfulness, accuracy and content of Customer Data and for providing required privacy notices. The Supplier is responsible for its handling of Personal Information in providing the Services.

11.3 The Supplier must:

- (a) process Personal Information only for the purposes of the Agreement and documented lawful instructions;
- (b) ensure personnel with access are bound by confidentiality obligations;
- (c) provide reasonable assistance with access, correction, complaint, assessment and regulatory obligations;
- (d) not sell Personal Information or use it for targeted advertising; and
- (e) not transfer Personal Information outside its notified hosting locations without prior written notice and safeguards required by Applicable Privacy Law.

11.4 Where a party receives a request or complaint relating principally to the other party's handling of Personal Information, it must promptly notify and reasonably cooperate with the other party, unless prohibited by law.

11.5 Each party remains responsible for assessing and making notifications required of it under the Notifiable Data Breaches scheme in Part IIIC of the Privacy Act 1988 (Cth) or other Applicable Privacy Law. The parties must consult and cooperate so far as reasonably practicable before notifying an individual or regulator about a Security Incident affecting Customer Data, unless urgent notification is required by law.



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11.6 The Supplier's privacy policy published on the Website explains its general privacy practices. If that policy conflicts with the Agreement in relation to the Services, the Agreement prevails to the extent of the conflict.

12. Information security and incident response

12.1 The Supplier must maintain a documented information security program with administrative, technical and physical controls appropriate to the nature and sensitivity of Customer Data.

12.2 The Supplier must notify the Customer without undue delay and, in any event, within 48 hours after becoming aware of a Security Incident affecting Customer Data and must provide available information reasonably required for the Customer's response obligations.

12.3 The Supplier must promptly contain, investigate and remediate a Security Incident, preserve relevant evidence, provide reasonable status updates and cooperate with legally required notifications. A notification is not an admission of fault or liability.

12.4 The Supplier must test business continuity and disaster recovery arrangements at least annually and address material findings within a reasonable period.

12.5 On reasonable written request no more than once each year, the Supplier must provide available current independent assurance reports or a completed security questionnaire, subject to confidentiality and security restrictions. Additional audits requested by the Customer are at the Customer's reasonable cost unless they identify a material breach.

13. Subcontractors

13.1 The Supplier can use subcontractors to provide the Services and remains responsible for their performance as if it were the Supplier's own.

13.2 The Supplier must ensure each subcontractor with access to Customer Data is bound by privacy, confidentiality and security obligations materially consistent with the Agreement.

13.3 The Supplier must make its current material subcontractors and primary hosting locations available on request or through an online register and give reasonable prior notice of a material change that increases privacy or security risk.

14. Confidentiality

14.1 A recipient must keep the other party's Confidential Information confidential and use it only to perform or receive the benefit of the Agreement.

14.2 A recipient can disclose Confidential Information to personnel, professional advisers, auditors and subcontractors who need it and are bound by confidentiality obligations. A recipient can also disclose Confidential Information where required by law, after giving notice where legally permitted.

14.3 Confidential Information does not include information that the recipient proves is public other than through breach, already lawfully known without restriction, independently developed, or lawfully received from a third party without restriction.

14.4 Each party must apply at least reasonable care to protect Confidential Information. On request or termination, a recipient must return or destroy it, subject to legal retention and protected backup copies.



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14.5 The confidentiality obligations continue for 5 years after termination, and indefinitely for trade secrets, security credentials and Personal Information while they remain confidential or protected by law.

15. Warranties and statutory rights

15.1 Each party warrants that it has authority to enter and perform the Agreement.

15.2 The Supplier warrants that the Services will materially conform to the Documentation, it will provide services with due care and skill, and it will use commercially reasonable measures to prevent malicious code from being introduced into the Services.

15.3 The Customer's remedy for breach of the conformity warranty is re-performance or correction within a reasonable period. If correction is not reasonably achievable, the Customer can terminate the materially affected Services and receive a pro-rata refund of prepaid Fees for the unused period.

15.4 The Services are not warranted to be uninterrupted or error-free, and outputs depend on Customer Data, configuration, connectivity and third-party systems.

15.5 Rights, guarantees and remedies imposed by the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law or other law that cannot lawfully be excluded or limited remain unaffected.

16. Indemnities

16.1 The Supplier must indemnify the Customer against third-party claims that authorised use of the Services infringes Australian Intellectual Property Rights, including reasonable court-awarded damages and defence costs, subject to clause 16.4.

16.2 The Customer must indemnify the Supplier against third-party claims arising from Customer Data or the Customer's unlawful use of the Services, including reasonable court-awarded damages and defence costs, subject to clause 16.4.

16.3 An indemnity does not apply to the extent the claim results from the indemnified party's breach, negligence, wilful misconduct, unauthorised modification or failure to follow reasonable mitigation instructions.

16.4 The indemnified party must promptly notify the indemnifying party, provide reasonable cooperation at the indemnifying party's cost, and allow control of the defence and settlement. A settlement that admits fault or imposes a non-monetary obligation on the indemnified party requires its prior written consent, not to be unreasonably withheld.

16.5 For an infringement claim, the Supplier can procure continued use, modify or replace the affected Service without materially reducing functionality, or terminate the affected Service and refund prepaid Fees for the unused period.

17. Liability

17.1 Neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, anticipated savings, goodwill or opportunity, except to the extent such loss forms part of a third-party claim covered by an indemnity.

17.2 Subject to clauses 17.3 and 17.4, each party's aggregate liability arising from or in connection with the Agreement is limited to the Fees paid or payable for the Services during the 12 months immediately before the first event giving rise to the liability. If that



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event occurs during the first 12 months of the Term, the cap is the Fees paid or payable for the first 12 months of the Term.

17.3 A party's aggregate liability for breach of confidentiality, breach of privacy or data protection obligations, a Security Incident caused by its failure to comply with the Agreement, or an indemnity under clause 16 is limited to two times the amount calculated under clause 17.2.

17.4 No limitation or exclusion applies to liability for fraud, wilful misconduct, death or personal injury caused by negligence, the Customer's payment obligations, or liability that cannot lawfully be limited or excluded.

17.5 Each party must take reasonable steps to mitigate loss. Liability is reduced to the extent loss is caused by the other party or its personnel.

18. Suspension

18.1 The Supplier can suspend affected access only to the extent reasonably necessary where:

- (a) an undisputed amount remains unpaid 10 Business Days after written notice requiring payment;
- (b) use creates a material security risk or threatens the Services or another customer;
- (c) use is unlawful or materially breaches clause 3 or clause 5; or
- (d) suspension is required by law or a competent authority.

18.2 Except in an urgent security or legal situation, the Supplier must give at least 5 Business Days' notice stating the reason, scope and action required to avoid suspension.

18.3 The Supplier must limit suspension to affected accounts or functions, continue to protect Customer Data, and restore access promptly after the reason is remedied.

19. Termination

19.1 A party can terminate the Agreement or an affected Service by written notice where the other party materially breaches the Agreement and fails to remedy the breach within 20 Business Days after receiving a notice describing the breach and required remedy.

19.2 Subject to any stay or restriction under Applicable Law, a party can terminate immediately by written notice where the other party:

- (a) commits a material breach that cannot be remedied;
- (b) becomes insolvent, enters liquidation or administration other than for a solvent restructure, or ceases business; or
- (c) repeatedly commits material breaches that together show an unwillingness or inability to comply.

19.3 A party can terminate an affected Service where a force majeure event prevents material performance for more than 60 consecutive days.

19.4 Termination for convenience is unavailable during a committed Term unless the Order expressly states otherwise.

20. Consequences of expiry or termination

20.1 On expiry or termination, the Customer's access ends, each party must return the other's property, and accrued rights and payment obligations remain enforceable.



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- 20.2 Where the Customer terminates for the Supplier's uncured material breach, the Supplier must refund prepaid recurring Fees for the unused period after termination. In all other cases, Fees for the committed Term remain payable, subject to rights that cannot lawfully be excluded.
- 20.3 The Supplier must provide the data export and deletion assistance in clause 10. Additional transition services requested by the Customer are charged at rates agreed before the work starts.
- 20.4 Clauses concerning confidentiality, intellectual property, Customer Data, privacy, liability, dispute resolution, payment and any provision intended by its nature to continue survive expiry or termination.

21. Dispute resolution and arbitration

- 21.1 This clause applies to any dispute or difference arising out of or in connection with the Agreement, including its existence, validity, interpretation, performance, breach, termination or enforceability. A party claiming a dispute must give the other party written notice describing the dispute, relevant facts and the outcome sought.
- 21.2 Within 5 Business Days after receipt of the notice, each party must appoint a representative with authority to settle. The representatives must meet and use good-faith efforts to resolve the dispute amicably within 15 Business Days after the notice is received.
- 21.3 If the dispute is not resolved within that 15-Business-Day period, it must be submitted to arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules 2023, except to the extent that the subject matter cannot lawfully be arbitrated.
- 21.4 The seat and legal place of arbitration is Melbourne, Victoria, Australia. The tribunal consists of one arbitrator appointed in accordance with the Resolution Institute Arbitration Rules 2023, and the language is English. Subject to those Rules, a hearing can be conducted remotely where appropriate to reduce unnecessary cost and inconvenience. The Commercial Arbitration Act 2011 (Vic) applies to a domestic arbitration. If the International Arbitration Act 1974 (Cth) applies by force of law, that Act applies to the extent required.
- 21.5 The arbitration, all materials created for it and the award are confidential, except to the extent disclosure is required by law, to protect or pursue a legal right, to obtain professional advice, or to recognise or enforce the award.
- 21.6 The arbitrator's award is final and binding on the parties and can be enforced by a court of competent jurisdiction. Either party can seek urgent interlocutory or injunctive relief from a court without waiving the requirement to arbitrate. A claim solely for the recovery of an undisputed debt is not subject to the arbitration requirements of this clause and can be brought before a court of competent jurisdiction.
- 21.7 The parties must continue performing undisputed obligations while the dispute is being resolved, where reasonably practicable.
- 21.8 Nothing in this clause prevents a party from exercising a statutory right or remedy that cannot lawfully be excluded, making a complaint to a regulator, ombudsman or government authority where legally permitted, or commencing court proceedings concerning a matter that cannot lawfully be arbitrated.



22. Notices

- 22.1 A legal notice under the Agreement, including a non-renewal, breach, termination, dispute or arbitration notice, must be in writing and sent by email or prepaid post to the recipient's notice address stated in the Order or later designated in writing. The Customer can send a legal notice to the Supplier's notice address published on the Website if the Order does not state one.
- 22.2 The Supplier can give routine operational or service notices through the Customer's account or the Website, but an account or Website notice alone is not sufficient for a legal notice described in clause 22.1.
- 22.3 A notice is taken to be received: by prepaid post within Australia, 3 Business Days after posting; and by email, when the sender's system records successful transmission unless the sender receives an automated failure notice.
- 22.4 A notice received after 5.00 pm or on a non-Business Day is taken to be received at 9.00 am on the next Business Day. A non-renewal notice must clearly state that the party does not wish to renew beyond the end of the current Term.

23. Compliance and public sector disclosure

- 23.1 Each party must comply with Applicable Law in performing the Agreement, including anti-bribery, sanctions, workplace and records retention obligations applicable to it.
- 23.2 The Supplier must maintain policies and controls reasonably designed to prevent bribery, corruption and unauthorised access to Customer Data.
- 23.3 Where the Customer is a public authority, the Supplier acknowledges that the Customer can be required by law to disclose the Agreement or related records. The Customer must consult the Supplier before disclosure where legally permitted and consider any lawful confidentiality claim.
- 23.4 Neither party must issue publicity naming the other or use the other's trade marks without prior written consent, except for a disclosure required by law.

24. Force majeure

- 24.1 A party is not liable for delay or failure caused by an event beyond its reasonable control that could not reasonably have been avoided, excluding lack of funds and failure by a subcontractor that could reasonably have been replaced or mitigated.
- 24.2 The affected party must promptly notify the other, use reasonable efforts to mitigate the effect and resume performance. Payment obligations for Services already supplied are not excused.

25. General

- 25.1 **Governing law.** The Agreement is governed by the laws of Victoria, Australia, subject to clause 21. For any court proceeding permitted by clause 21 or Applicable Law, each party submits to the non-exclusive jurisdiction of the courts of Victoria and courts entitled to hear appeals from them.
- 25.2 **Assignment.** Neither party can assign or novate the Agreement without the other's prior written consent, which must not be unreasonably withheld. A party can assign the Agreement to an Affiliate or in connection with a genuine corporate restructure or sale of substantially all relevant business assets after written notice, provided the assignee can



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perform the obligations and the assignment does not materially reduce the other party's rights.

25.3 **Variation.** Except for an update under clause 25.8, a variation is effective only when agreed in writing by authorised representatives of both parties.

25.4 **Waiver.** A waiver must be in writing and applies only to the specific instance. Delay or failure to exercise a right is not a waiver.

25.5 **Severability.** An invalid or unenforceable provision is read down to the minimum extent necessary, or severed where it cannot be read down, without affecting the remaining provisions.

25.6 **Relationship.** The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship.

25.7 **Entire agreement.** The Agreement contains the entire agreement about its subject matter and supersedes prior proposals and communications, without excluding liability for fraud or misleading conduct.

25.8 **Updates to these Terms.** The Supplier can publish updated Terms on the Website. Updated Terms apply to new Orders when accepted and to an existing Agreement from the start of the next Renewal Term only if the Supplier gives the Customer written notice of the material changes no later than the renewal reminder under clause 8.5. An update cannot materially reduce the Customer's rights during the current committed Term unless required by Applicable Law or agreed in writing.