

Master Definitions + Interpretation Schedule

1. MASTER DEFINITIONS + INTERPRETATION SCHEDULE

- 1.1 In each Agreement, unless the context otherwise provides or requires, capitalised terms shall have the meaning as specified in this Master Definitions + Interpretation Schedule.

DEFINED TERM

24x7 means 24 hours a day, 7 days a week.

Acceptance Testing means acceptance testing of relevant goods and/or services in accordance with the Agreement.

ACL or Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and corresponding provisions in the laws of Australian states and territories.

Adobe Sign means the cloud-based, enterprise-class e-signature service by that name.

After Hours means any time or day which is not within Business Hours.

After Hours Rate means the rate as contemplated during After Hours but if not specified shall mean the Standard Rates for After Hours periods.

Agreement means the agreement between ARKANCE and the Customer, which agreement comprises a SOW incorporates the Master Services Agreement and relevant Service Schedules (together with any other document which carries the same identification number as appears on a SOW which document is expressed on its face or other evident means to contain relevant terms and conditions that form part of the so concluded agreement between ARKANCE and the Customer), as relevant and amended from time to time in accordance with its terms.

API means application programming interface.

Appropriate Safeguards has the meaning contemplated in Article 46 and Recital 108 of the GDPR.

ARKANCE Contact means the person so named in a relevant SOW or Change Request.

ARKANCE means ARKANCE Australia Pty Limited (ACN: 161 568 814 62) of Adelaide Street, Brisbane, Queensland 4000, Australia.

AutoCAD® means the 2D and 3D computer-aided design software application developed by Autodesk®.

Autodesk® means Autodesk, Inc or its relevant affiliate or related body company that is the licensor of AutoCAD®.

Autodesk® Software means software supplied or offered by Autodesk®.

Australian Privacy Laws means all Australian legislation and regulation (Commonwealth, State and Territory), principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Data, including the Privacy Act.

Authorised Representative means a person so named in a relevant document.

AWS means the Amazon Web Services public cloud offering of Amazon Web Services, Inc. or its relevant affiliate(s).

Billing Period means a relevant period for billing purposes.

Biometric Data means Personal Data resulting from specific technical processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data.

Business Day means a day which is not a Saturday, Sunday or public or statutory holiday in Sydney, Australia.

Change Request Effective Date means the effective date of a Change Request.

Change Request means a document by that name, signed by the parties to the Agreement, the purpose of which is to record a variation of the Agreement or an applicable change in the Services or their provision, as the case may be.

Consent of the Data Subject means any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

Consequential Loss means any Losses suffered by a party that cannot reasonably be considered to arise naturally, or in the ordinary course of things, from any act or omission (including a breach of contract) in connection with a SOW or relevant agreement and even if the other Party has been advised of the possibility or likelihood of such damage, cost or loss. Each party agrees that, in any event, loss of profits, loss of revenue (in each case excepting Fees payable to ARKANCE), loss or corruption of data (including any corruption, loss or recovery of content or data, costs of reprogramming, repairing, correcting or reproducing any content or data stored in or used in conjunction with any Deliverable, operational disruption or errors that impede data traffic and any Losses otherwise caused by corrupt or inadequate content or data arising out of or in connection with the use of any Deliverable), loss of goodwill, bargain opportunity and loss of anticipated savings or use however and whenever occurring, will all constitute Consequential Loss.

Controller means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Corporations Act means the Corporations Act 2001 (Cth).

CPI means the consumer price index (all groups) published by the Australian Bureau of Statistics or its successor.

CPU means central processing unit.

Customer Data means any data or other content or information relating to the business of the Customer.

Customer means the person so named or contemplated as the customer, whether pursuant to a SOW or by some other means of contracting with ARKANCE.

Customer RBC means a Related Body Corporate of the Customer.

Customer-induced Issue means any non-conformity or issue with respect to a Deliverable which is related to, concerns or results from:

- (a) any Deliverable supplied in accordance with instructions or specifications provided by, or on behalf of, the Customer, or under the operational authority or management of the Customer;
- (b) non-conformities or issues otherwise attributable to the Customer (including, for these purposes, any person acting on its behalf), such as, but without limitation, those resulting from:
 - (i) use of the Deliverable in combination with any equipment, software, accessory, data or business methods not provided by or expressly prescribed or permitted by ARKANCE;
 - (ii) erroneous or incomplete information from, or provided by, the Customer;
 - (iii) modifications or adjustments to the Deliverable, whether or not authorised by ARKANCE, or changes in the Customer's data, database or content;
 - (iv) connectivity issues or failure of a network (public and/or private);
 - (v) the handling, use or deployment of the Deliverable in a manner other than permitted in applicable documentation or otherwise in non-compliance with any applicable routine or process prescribed by ARKANCE; or
 - (vi) any negligence, misuse, improper or unauthorised use, reproduction or distribution of the Deliverable which is not permitted under any applicable terms of use or licence, restrictions of use or any relevant acceptable use policy.

Data Processing Annexure means the Annexure to the Data Processing Service Schedule.

Data Processing Service Schedule means the Service Schedule by that name forming part of the Agreement (if at all) between the parties concerning the Processing of Personal Data.

Data Protection Laws and Regulations means any and all applicable laws relating to the Processing of Personal Data, data security and privacy applicable to the performance of an Agreement of which the Data Processing Service Schedule forms part, including applicable guidance and codes of practice, codes of conduct issued by the OAIC, any other relevant supervisory authority, Member States of the European Union or the European Data Protection Board (as may be applicable), or any applicable association and including to the extent applicable the GDPR, the Privacy Act 1988 (Cth) and corresponding privacy laws and regulations in each state and territory of Australia, such laws as amended from time to time.

Data Subject means the identified or identifiable person to whom Personal Data relates.

DC means data centre.

Deliverables means relevant goods and/or services to be supplied to the Customer pursuant to the Agreement.

Dispute means any dispute or difference between the parties arising out of or in connection with the Agreement, including any dispute or difference as to the formation, validity, existence or termination of such Agreement or any relevant part.

Documentation means documentation and includes, without limitation, user and training manuals, specifications, project definition and scope documents, SOWs, product descriptions, instructions and recommendations.

DocuSign means the e-signature service by that name.

DR means disaster recovery.

EEA means the European Economic Area.

Effective Date means the date of entry by the relevant parties into the Agreement.

Emergency Support means urgent unscheduled requests.

EU means the European Union.

Goods means goods.

Fees means the applicable fees, rates, charges, expenses and other amounts payable by the Customer under or in connection with the Agreement.

FIPS-140-2 means the USA Federal Information Processing Standard Publication 140-2, (FIPS PUB 140-2), being a USA government computer security standard used to approve cryptographic modules.

Firewall Security Policies means a hierarchical grouping of rules referencing zones and enabling the capability to allow, restrict, and track traffic on your network based on the application, user or user group, and service (port and protocol).

Firewall Security Profile Groups means a grouping of firewall security profiles which are assigned as a unit to a firewall security policy.

Firewall Zone means logical grouping of physical and virtual interfaces on a firewall to control and log the traffic that traverses specific interfaces on a Customer network.

Force Majeure Event means a strike, lock-out or other labour dispute, riot, civil disturbance, action or inaction of governmental authority, epidemic, war, loss of power or electricity, power surge or spike, embargo, storm, lightning, flood, fire, earthquake, act of God or the public enemy, nuclear or radioactive event, default of a carrier, or any event which is not within the relevant party's reasonable control.

GB means gigabyte, equal to 1,000³ bytes.

GBps means gigabytes per second.

Gb means gigabit, equal to 1,000³ bits.

Gbps means gigabits per second.

GiB means gibibyte, equal to 1,024³ bytes.

GDPR means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Genetic Data means Personal Data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question.

Go-Live Date means the date notified in writing by ARKANCE to the Customer as being the date when ARKANCE considers that a relevant Good or a Service is available for use in a Production Environment (whether in whole or in part) by the Customer or otherwise ready for use as contemplated by the Agreement.

Google means Google LLC or its relevant related body corporate or affiliate.

Guaranteed Availability has the meaning given in a relevant SLA.

Health Data means Personal Data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status, and (if relevant) any information which is "health information" (as that term is defined in the Privacy Act).

Index means the CPI.

Initial Service Period means the initial part of a Service Period as defined in the Agreement. If not so expressly specified, it means 1 year from the Service Commencement Date.

Initial Term has the meaning defined in the Agreement. If not so expressly specified, it means 1 year from the Effective Date.

Insolvency Event means:

- (c) for a person in Australia, means any one or more of the following events occurring in respect of that person:
 - (i) a resolution is passed for the winding up of that person (other than for the purposes of reconstruction or amalgamation);
 - (ii) a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator, or administrator of a deed of company arrangement is appointed to all of the property of that person;
 - (iii) a receiver, receiver and manager, voluntary administrator or an administrator of a deed of company arrangement, is appointed to, or a mortgagee takes possession of, all of the business or assets of that person;
 - (iv) that person makes any composition or arrangement or assignment with or for the benefit of its creditors;
 - (v) that person or any creditor appoints a voluntary administrator or a resolution is passed for that person to execute a deed of company arrangement;
 - (vi) that person ceases, or threatens to cease to carry on its business; or
 - (vii) that person becomes insolvent within the meaning of section 95A of the Corporations Act; or
- (d) for a person in any other jurisdiction, means that any event analogous or equivalent to the events described in paragraph (a) occurs in respect of that person.

Intel means Intel Corporation or its relevant related body corporate or affiliate.

Intellectual Property Rights or IPRs means all present and future (whether registered or unregistered) intellectual and industrial property rights (whether now known or created in the future), conferred by statute, at common law, in equity or by other means and wherever existing, including patents, copyright (including software), registered designs,

trademarks, Know-how, inventions and the right to have confidential information kept confidential, as well as any application or right to apply for registration of any of the same.

Internet means the global system of interconnected computer networks that uses the Internet protocol suite (IP) to communicate between networks and devices.

IP Address means internet protocol address.

IP means internet protocol.

IPSec means internet protocol security.

IPv4 and **IPv6** means a relevant version number of IP.

ISMS means information security management system.

IT means information technology.

Know-how means know-how and includes, without limitation, service or product methods and methodologies, processes, solutions, reports, tables, models and prototypes; pre-studies, presentations, SOWs, marketing and sales collateral, presentations, drawings, pictures, sound, video, websites and platforms, social media content, and other materials.

Linux means a family of open-source Unix-like operating systems based on the Linux kernel, an operating system kernel first released by Linus Torvalds.

Losses means all liabilities, losses, damages, costs, claims and expenses, actual and contingent, and of whatever nature including:

(e) legal costs and disbursements, whether incurred or awarded against a party, including costs of investigation, litigation, settlement and compliance with judgments; and

(f) interest, fines and penalties and loss of profits, suffered or incurred by any relevant person, whether arising in contract or tort (including negligence) or under any statute.

Master Services Agreement or **MSA** means the document by that name or acronym which forms part of the Agreement.

Maximum Response Time means ARKANCE's limit for Response Time for a case based on the Priority as defined by an SLA within a relevant Service Schedule.

MB means megabyte, equal to 1,000² bytes.

MBPS means megabytes per second.

Mb means megabit, equal to 1,000² bits.

Mbps means megabits per second.

MiB means mebibyte, equal to 1,024² bytes.

Microsoft means Microsoft Corporation or its relevant related body corporate or affiliate.

Microsoft Windows® means a group of several proprietary graphical operating system families by that name, all of which are developed and marketed by Microsoft.

Month means a calendar month.

O/S means operating system.

OAIC means the Office of the Australian Information Commissioner.

On-Site Work means work that must be conducted at a location of the Customer's choosing.

Open Source Software means any software described as or in substantive terms open source or open software, public library software or similar. This includes any version of any software licensed pursuant to any GNU public licence.

Party means a contracting party.

Permitted Operating Environment means the computer hardware and software operating system(s), identified in the applicable SOW or as otherwise specified by ARKANCE.

Personal Data means any information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in material form or not, relating to: (i) an identified or identifiable or apparent or reasonably ascertainable natural person or (ii) an identified or identifiable legal entity (in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or otherwise where such information is protected similarly as Personal Data or personally identifiable information or personal information under applicable Data Protection Laws and Regulations). This includes, where the context so requires or is relevant, Personal Information.

Personal Information means any information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

Personnel means the officers, employees and contractors (including sub-contractors) of that person or any of its Related Bodies Corporate.

Priority means a level of importance or impact, ordinarily between 0 and 4, given to any case logged with ARKANCE.

Privacy Act means the Australian Privacy Act 1988 (Cth).

Process means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (subject to applicable laws).

Processor means a natural or legal person, public authority, agency or other body who Processes Personal Data on behalf of the Controller.

Production Environment means that the software and other relevant services are actually put into operation for their intended uses by end users, as distinct from being in a testing environment.

Recurring Fee means any Fee that is payable on a recurring basis.

Regulatory Requirements means all applicable laws including practice requirements stipulated by any regulatory authority (whether established pursuant to statute or otherwise and whether mandatory or voluntary), regulations, instruments and provisions in force from time to time and any binding codes of practice.

Related Body Corporate has the meaning given in section 50 of the Corporations Act.

Remote Work means work that can be conducted from an approved location of ARKANCE's choosing, including any office of ARKANCE or any ARKANCE approved teleworking location.

Resolution Time means the period from when a support case is first logged with the ARKANCE to when the problem in question is returned to a satisfactory or compliant level of operation as reasonably determined by ARKANCE under any relevant SLA.

Response means notification to the Customer of case assignment to an ARKANCE engineer or other relevant professional either verbally or in writing (including by email).

Response Time means the period of time from when a duly authorised representative of the Customer first registers a support case with ARKANCE and an ARKANCE technical consultant returns contact to the end user advising them that the support case is being investigated.

SaaS means software as a service.

Sensitive Personal Data means Personal Data (in respect of a Data Subject) consisting of information as to:

- (g) racial or ethnic origin of the Data Subject
- (h) political opinions;
- (i) religious beliefs or philosophical beliefs or affiliations;
- (j) whether a member of a political organisation, professional or trade association or trade union;
- (k) physical or mental health or condition;
- (l) sex life sex practices or sexual orientation;
- (m) the commission or alleged commission by him of any offence;
- (n) Genetic Data;
- (o) Biometric Data (where processed to uniquely identify a person);
- (p) Health Data; or
- (q) any proceedings for any offence committed or alleged to have been committed by the Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings. Sensitive Personal Data also includes, where the context so requires or is relevant, any other information falling within the definition of "sensitive information" under the Privacy Act.

Service Commencement Date means the applicable commencement date of a relevant service or other Deliverable.

Service Credit means a credit due to the Customer in a circumstance stated in a relevant SLA.

Service End Date means the applicable end date of a relevant service or other Deliverable.

Service Level Guarantee means a guaranteed Service Level.

Service Level or **SLA** means the agreement between the parties as to the service level concerning relevant Services.

Service means a service provided to the Customer in accordance with the Agreement.

Service Period means the period from the Service Commencement Date to the Service End Date. It may include an Initial Services Period and may include one or more Subsequent Service Periods.

Service Schedule means a document by that name which details terms and conditions specific to a particular Service or other Deliverable.

SLA Period means the period of coverage of an applicable SLA.

SOW means a statement of work.

SQL means structured query language, being a domain-specific language used in programming and designed for managing data held in a relational database management system.

Standard Rates means the standard rates and prices of ARKANCE from time to time concerning relevant goods and/or services for the relevant country or place where delivery is to be made or supplied.

Sub-processor means any Processor engaged by ARKANCE.

Subsequent Service Period means the subsequent part(s) of a Service Period as defined in the Agreement. If not so expressly specified or defined, it means 1 year from the end of the Initial Service Period.

Subsequent Term means the subsequent part(s) of a Term as defined in the Agreement. If not so expressly specified, it means 1 year from the end of the Initial Service Period.

Support Days means a day which is not a Saturday, Sunday or public or statutory holiday at the relevant Support Location.

Support Hours means 9am to 5pm on Support Days at the relevant Support Location.

Support Location means the location determined by ARKANCE in its sole discretion as being the relevant geographic location at, or in respect of which, support is provided by it, or on its behalf.

Target Resolution Time means ARKANCE's target Resolution Time for a case based on the Priority and as defined by an SLA within a relevant Service Schedule.

Target Response Time means ARKANCE's target Response Time for a case based on the Priority as defined by an SLA within a relevant Service Schedule.

TB means terabyte, equal to 1,000⁴ bytes.

TBps means terabytes per second

Tb means terabit, equal to 1,000⁴ bits.

Tbps means terabits per second.

TiB means tebibyte, equal to 1,024⁴ bytes.

Term has the meaning defined in or contemplated by the Agreement and ordinarily means the contractual duration of the Agreement (disregarding terms that continue in force after termination). It may include an Initial Term and may include one or more Subsequent Terms.

Third Party means a legal entity, company, or person that is not a party to the Agreement and is not the Customer or a Customer RBC or ARKANCE or an ARKANCE RBC.

Third Party Products means any software, goods and/or services owned by or vested in a third party (including for these purposes any Open Source Software) in circumstances where licence and/or user rights have either been granted to the Customer directly by the Third Party Product vendor on terms agreed between the Customer and such vendor (including by way of end user licence agreement or Open Source Software licence). Autodesk® Software is a Third Party Product.

UAT Date means the date notified in writing by ARKANCE to the Customer as being the date when ARKANCE considers that the relevant Service is available for UAT.

UAT means user Acceptance Testing.

Uptime Institute means an unbiased advisory organisation by that name focused on improving the performance, efficiency, and reliability of business critical infrastructure through innovation, collaboration and independent performance certifications.

VPN means Virtual Private Network.

Wide Area Network or WAN means a telecommunications network that extends over a large geographic area for the primary purpose of computer networking.

Wintel means Microsoft Windows and Intel.

1.2 The following rules of interpretation shall apply to the Agreement, unless the context otherwise provides or requires:

- (a) **we, us** and **our** all refer to ARKANCE and **you** or **client** and other similar words refer to the Customer;
- (b) headings are for convenience only and do not affect interpretation;
- (c) the singular includes the plural and vice versa;
- (d) words that are gender neutral or gender specific include each gender;

- (e) a word spelt in US style English shall be read also as the same word spelt in Australian style English and vice versa as appropriate (e.g. license and licence);
- (f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (g) the words **such as, including, particularly** and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (h) a reference to:
 - (i) a **person** includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a **Party** includes its successors and permitted assigns;
 - (iii) a **document** includes all amendments or supplements to that document;
 - (iv) a **clause, term, Party, Schedule, Annexure or Attachment** is a reference to a clause or term of, or Party to, Schedule, Annexure or Attachment which forms part of the Agreement;
 - (v) the Agreement includes all parts of it;
 - (vi) a **law** includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (vii) an agreement other than the Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
 - (viii) a reference to a monetary amount in the Agreement is in Australian dollars unless expressly stated to the contrary;
 - (ix) an agreement on the part of two or more persons binds them jointly and severally;
 - (x) in determining the time of day, where relevant to the Agreement, the relevant time of day is:
 - for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - for any other purpose under the Agreement, the time of day in the place where the party required to perform an obligation is located; and
 - (xi) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Agreement or any part of it.