

STANDARD TERMS AND CONDITIONS OF PURCHASE

The purchase and the use by you of the Product provided by Click n Collect shall be governed exclusively by these General Terms and Conditions of Purchase (“TCP”) in this Agreement and any other written agreements between you (“You” or “Your”) and Click n Collect Pty. Ltd. (ABN 20612419806), with corporate offices located at 29-35 Wellington Street, North Hobart, TASMANIA 7000, Australia or any one of its subsidiaries or affiliated companies collectively referred to as “Click n Collect”. For the purposes of this Agreement, the term “You” or “Your” shall include any Related Body Corporate and any Third Party service providers allowed to access and use the Product for the purposes of providing support to Your business operations. Any of Your general terms and conditions shall not become part of this Agreement as a whole, even if Click n Collect does not expressly object to them. This shall also apply if You emphasise separately that You only wish to purchase and use the Product in accordance with Your general terms and conditions or if Click n Collect does not expressly object to Your general terms and conditions in individual cases or if Click n Collect sales or delivers to you without making any reservation.

- 1. Entire Agreement.** In the absence of any written Agreement between You and Click n Collect this TCP constitutes the entire agreement between Click n Collect and You and supersedes all proposals, oral and written, and all other communications between the parties relating to this TCP to buy and use the Products. If besides this TCP You have a signed and executed a written agreement with Click n Collect this TCP shall coexist with, and shall not supersede, the signed and executed agreement with Click n Collect. To the extent that the provisions of this TCP conflict with the provisions of the signed and executed agreement, the conflicting provisions in the signed and executed agreement shall govern. The Parties hereto agree to the terms and conditions of this TCP. The parties hereto agree that to the maximum extent permitted by law, this TCP excludes any warranties or conditions or terms that may be implied by law. Subsequent purchase orders of Products by You shall be governed by the terms and conditions contained in this TCP. Any form of Your purchase orders used in conjunction with this TCP or future amendments shall operate only in identifying the Products ordered, and any terms or conditions imposing obligations on Click n Collect or You appearing in such purchase order shall not apply, even if the purchase order is accepted and filled by Click n Collect.
- 2. TCP Changes.** Click n Collect reserves the right, in its sole and absolute discretion, to change, revise, update, modify, add to, supplement, or delete certain terms of this TCP at any time for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this TCP by clicking on the “TCP” link provided to you or as located on the on Click n Collect proposals, quotes or invoices. You are responsible for checking this TCP periodically for changes. If any future changes to this TCP are unacceptable to You or cause You to no longer be in agreement or in compliance with this TCP, You may notify Click n Collect to seek an amendment to the TCP or terminate this TCP in accordance with **Clause 38 (“Terminating the Agreement”)**. Your continued use of the Product following any revision to this TCP constitutes Your complete and irrevocable acceptance of any and all such changes.
- 3. Term.** The Term of this TCP shall commence upon the Effective Date and is for the initial term of one (1) year (“Initial Term”) and, unless validly terminated by either Party, will continue after the expiry of the Initial Term on a Month to Month basis. If this TCP continues beyond the Initial Term all the terms and conditions contained in this TCP shall continue to apply.
- 4. Definitions and Interpretations.** In addition to terms otherwise defined in this TCP and unless the context indicates the contrary, the following terms shall have the following meanings:
 - Affiliate** means any entity that is under the effective control of the entity that ultimately has effective control of the first mentioned entity, including a subsidiary or holding company of either Party to this TCP, or any subsidiary of such holding company.
 - Agreement** means this TCP
 - Business Day** refers to the Business Hours on the days between Monday to Friday each week excluding statutory public holidays as it is in the state where Your registered office is located.
 - Business Hours** refers to the hours of operation from 8.00 am to 6.00 pm on Business Days.
 - Change of Control** is the happening of an event or circumstance following which a person becomes controlled by another person (alone or together with associates) who did not previously Control that person.
 - Cloud Hosting Services** means the services provided by Click n Collect for Your use of a Cloud Hosted System.
 - Cloud Hosted System** depending on the services You have specified, the Cloud Hosted System may consist of a dedicated system for Your use only, or the right to use a certain part of a shared system, or a combination of some dedicated elements and some shared elements.
 - Commencement Date** is the date from which the specified Managed Services start or if earlier the date that the first related Fees have been paid.
 - Communications Parts** are the components of the Locker System which are designed for the interaction of the Locker System Parts with the local and the remote users, and to provide network and Internet connection of the Locker System. It includes Cellular, Wifi, LAN, WAN router, Modem and Network Switch, and any interconnecting cabling. It excludes any data SIM cards, and Licensed Software.
 - Control Console** is the console that forms part of the Locker System and which houses but does not include Electronic Control and Locking System Parts and Communication Parts. It also excludes Signage Parts and Licensed Software.
 - Confidential Information** means all confidential, non-public or propriety information relating to this TCP, the Fees, the Data, the Intellectual Property and any other information or material of either Party, disclosed by either Party or its Representatives to the other Party or its Representatives, relating to any of their business, corporate, legal or financial affairs, technology, trade secrets, know-how, processes, systems, programs, software or information technology systems, operations, properties, products, pricing, customers, business plans, marketing information, strategies, future developments, its related bodies corporate, assets or other affairs of a Party and its Representatives whether exchanged, disclosed learnt or acquired by the other Party or any of its Representatives under or in connection with the provision of the Products and Services or under or in connection with this TCP, whether orally, electronically or in writing other than such information which:
 - (a) Was in the public domain at the time of its disclosure to or acquisition by the receiving Party;
 - (b) Became part of the public domain after its disclosure to or acquisition by the receiving Party, otherwise than through a disclosure in breach of an obligation of confidentiality of the other Party or any of its Related Bodies Corporate;

- (c) Is in, or came lawfully into, the possession of the other Party wholly independently of and not related in any way to this TCP or the transactions and activities contemplated by it and not as a result of a disclosure in breach of an obligation of confidentiality; or
- (d) Was independently known by the receiving Party at the time of its disclosure to or acquisition by the other Party.

Critical Issues are issues with the Locker System at the Installation Address, other than the Non-Critical Issues, based on the immediate and material impact they cause, including factors such as human health and safety issues, security breach of the equipment, or negative material impact on sales. Critical Issues shall be lodged by telephone to Helpdesk, subject to **Clause 31 (Helpdesk)**.

Data means data of You, and Your end consumers which is processed or held on the Locker System.

Date of Installation means the date when You took delivery of the Locker System.

Documentation means any and all information, documents, or materials made available to You by Click n Collect for use with the Locker System or any other Product, including any information made available online, any operations manuals made available by Click n Collect at any time, including any information on Licensed Software update and upgrades.

Effective Date is the date this TCP takes effect, which is the earliest date that You accepted the Click n Collect Production Order, made the deposit or transferred the first Payment relating to the purchase of the Product.

Electronic Control and Locking System Parts are all the electronic related components of the Locker System excluding the Communication Parts. They provide for the computerised user interface and control of the electronic locks and include computer, screen, electronic circuit boards, electronic locks, door LEDs, UPS, Roof LEDs and associated cabling, and if ordered, CCTV, cameras, access devices including RFID readers and barcode/biometric scanners. It excludes General Locker Parts, Refrigeration Locker System Parts, Signage Parts and Licensed Software.

Fee means the amount payable by You for the Products under this TCP

Force Majeure Event are the events that are beyond the reasonable control of a Party including events such as strikes, lockouts, blockade, embargo, picket or other industrial action or inaction (whether lawful or not), riots, or other form of civil disturbance, theft, fire, floods, earthquakes, other inclement weather conditions, major accidents, epidemics, elements of nature or acts of God, act of authority, act of war, national emergencies, terrorist acts, court order, government action or inaction, governmental regulations, changes in law, insolvency of a subcontractor of the relevant Party, any consequence of a virus or malicious code or action, that could not have been prevented by the use of the then current commercially available anti-virus software, communication outage, communication line failure, electrical surge, public utility or electrical failure.

General Locker Parts are the parts that make up of the Locker System frame and body including the Locker Compartments, doors, hinges, springs, shelves, footing, roof, or any other parts not being the Electronic Control and Locking System Parts, Communication Parts, Refrigeration Locker System Parts, Signage Parts, or Licensed Software.

Hardware means the supplied locker equipment, includes the Control Console, Locker Compartments, Electronic Control and Locking System Parts, General Locker Parts, Communication Parts and if applicable Refrigeration Locker System Parts. It does not include the Signage Parts or Services.

Helpdesk is Click n Collect's contact centre, which You may use for lodging Your Critical and Non-Critical Issues. The Helpdesk contact details are specified in **Clause 31 (Helpdesk)**.

Insolvency Event means:

- (a) action is taken by You or another person on that basis that You are or may become insolvent, or any step is taken toward the appointment of a liquidator, provisional liquidator, receiver, receiver and manager, administrator or other like person;
- (b) a party suspends payments generally or ceases to carry on its business or a substantial part of it;
- (c) if in Click n Collect's reasonable opinion, You cease to be able to pay Your debts as they fall due;
- (d) if regarding to the other Party any step is undertaken in bankruptcy, insolvency winding up, debt enforcement, composition, corporate reorganization proceedings, or it entering into any arrangement with its creditors or any class of creditors;
- (e) if You are a partnership, the partnership is dissolved, or an application is made to a Court to dissolve it; or
- (f) the holder of any security given at any time over any of Your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise to take action to enforce the security.

Intellectual Property means all industrial and intellectual property of any kind, whether or not in a material form, including those specified in this TCP, all existing and future copyrights, patents, trade-marks, service marks, circuit layout rights, database rights, software developments, computer programs including both source and object codes, design rights, trade secrets, processes, inventions, specifications, formulas, knowhow, research data, improvements in procedures, discoveries, domain names and other rights of a similar nature, whether registrable or not and any applications for registration or rights to make such an application.

Licensed Software means the current versions of Click n Collect Licensed Software owned or licensed to Click n Collect and provided to You by Click n Collect pursuant to this TCP and shall include in its meaning the Software Support Services and the use of all software related materials and Documentation provided to You.

Locker Location is the physical location of one specific Locker System.

Locker Compartment is the one individual storage compartment within a Locker System.

Locker System means the Hardware and the Licensed Software purchased from Click n Collect which together forms an operating locker unit.

Managed Services means those services provided at a fee by CnC which are provided to gain the best performance from the Locker System for the Clients and are provided on an ongoing basis and includes the Licensed Software and if ordered includes Temperature Monitoring, Cloud Hosing Services, Software Support Services, Preventative Maintenance Services, Extended Warranty on Parts Services and/or Onsite Labour Services for General Locker Parts, Electronic Control and Locking System Parts, Communications Parts, and Refrigeration Locker System Parts.

Non-Critical Issues are break-downs or failures that results in the non-operation of a minor number of individual locker compartments within a Locker System at an Installation Address, or in the non-operation of the entire Locker System for less than 1 hour.

Party means each of You and Click n Collect.

Product means all the items purchased from or provided by Click n Collect, including the Services and Hardware.

Refrigeration Locker System Parts are the components that supply the refrigeration capability of a Refrigerated Locker System, including compressors, evaporators, heaters, associated electronics, ducting and piping. It excludes the Communication Parts, Electronic Control and Locking System Parts, General Locker Parts, Signage Parts and Licensed Software.

Representatives means the employees, agents, contractors, officers, professional advisors or other intermediaries of a Party, and those of any Affiliate.

Response Time is the time frame in which a Critical or Non-Critical Issue has been registered with the Helpdesk ID and acknowledged by the Helpdesk and has been prioritised to be resolved within the Resolution Times according to its critical nature.

Resolution Time is the time frame to resolve a Critical or Non-Critical Issues, as specified in **Schedule 2 (Helpdesk)**; the time commencing from when an issue has been registered by the Helpdesk.

Schedule means each Schedule to this TCP which includes additional rights and obligations to this TCP.

Services are any of the services offered by Click n Collect, including the Managed Services, Software and Cloud Hosting Configuration & Onboarding, Software Custom Development and Integration, Onsite Installation Commissioning and Testing, Parts on Call, Unscheduled Service Calls, Installation and Relocation of Locker Systems, freight and logistics management, implementation and project management and any other service provided by Click n Collect for the Client.

Service Payment Date is the date by which You shall pay for the Services.

Services Payment Period is the yearly period between payments for the Managed Services.

Signage Parts are the components of the Locker System for branding, marketing and information including vinyl wrap, decals, signs, labels and door numbers. It excludes the Communication Parts, Electronic Control and Locking System Parts, Refrigeration Locker System Parts, General Locker Parts and Licensed Software.

Site Completion Date is unless otherwise agreed in writing ten (10) Business Days prior to the Commencement Date and is the date when the site preparations are completed.

Software means all programming code, the Licensed Software including all software modules used in relation to the Locker Systems.

Software Support Services Fee means the Fee charged by Click n Collect in relation to the offered support for the Licensed Software, this Fee includes the Software License Fee.

Software Upgrade means a major version upgrade of the Licensed Software that contains significant differences from the previous Licensed Software version.

Software Update means a hotfix, patch or minor version update to the Licensed Software, that does not constitute an Upgrade.

Third Party means any party that is not You, or Click n Collect

Warranty Period is the time frame that the warranty applies.

Unless the context indicates otherwise, in this TCP:

- (a) Reference to any legislation, statute or any provision of any legislation or statute shall include any modification consolidation, amendment, replacement, codification or re-enactment of such legislation, statute or provision, or any legislative provisions substituted for regulations, orders or instruments issued under the legislation, statute or provision, and all other legislation and statutory instruments issued under such legislation or such provision;
- (b) Words denoting the singular shall include the plural and vice versa;
- (c) Words denoting individuals shall include corporations, firms, unincorporated bodies, authorities, instrumentalities, associations, trustees, instrumentalities, and partnerships and vice versa;
- (d) The words "including" and "includes" are not words of limitation;
- (e) A reference to anything (including but not limited to any right) includes a part of that thing;
- (f) A right includes a remedy, privilege, authority or power;
- (g) Reference to parties, parts, clauses, annexures and schedules are reference to parties, parts, clauses, annexures and schedules to this TCP as modified or varied from time to time;
- (h) References to any document, deed or agreement shall include references to such document, deed or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (i) References to any party to this TCP or any other documents, deed of agreement shall include its successors, party's executors, party's legal personal Representatives, administrators or permitted assigns;
- (j) All references to dates and times are as per the date and time of the state where Your registered office is located;
- (k) All references to '\$' and 'dollars' are to the lawful currency of United States Dollars;
- (l) Month means a calendar month;
- (m) Where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act may be done, or the limit or period expire, on the following Business Day
- (n) The Appendixes or Schedules to this TCP form part of this TCP and have effect as if set out in full in this TCP;
- (o) A reference to a clause, appendix, schedule, or exhibit number or letter is a reference to a clause, appendix, schedule or exhibit of this TCP;
- (p) Headings, index, table of contents or marginal notes are for convenience only and do not form part of this TCP or otherwise affect the interpretation of this TCP.

5. **Relationship Between Parties.** Nothing in this TCP constitutes nor may be deemed to constitute a partnership or joint venture or agency arrangement between the parties. The Parties may not in any respect represent the other Party or enter into any agreement or other commitments on its behalf. The Parties will deal with each other in good faith and will diligently observe and perform their respective obligations and commitments under this TCP.

6. **Passing of Title and Risk.** Title to the Locker System passes to You free of encumbrances and all adverse interests upon payment in full by the being received by Click n Collect in relation to the same Locker System. Title in parts removed from Hardware when Click n Collect performs Services vests in Click n Collect on removal. Where title in the Locker System has not passed to You under this clause, Click n Collect may, with reasonable notice, enter Your locations where the Hardware is located, re-possess it and recover any associated costs when You materially breach this TCP. Risk in each purchase order passes to You upon the earlier of despatch of the purchase order to You or the collection of that purchase order by You, or by Your agent, courier, service provider or any other Third Party acting on behalf of You, as the case may be.

7. **Delivery, and Dates.** Click n Collect shall deliver any purchase order placed by You as per this TCP. You may inspect the Locker System upon delivery. Failure to notify Click n Collect in writing within five (5) days from delivery of any damages shall be considered acceptance of the Locker System. Any dates provided relating to lead, production or implementation times are dates estimates based on best available information at time the dates were provided. If the following dates are provided, they shall mean; "**Order Received Date**" is based on the date when all information required to complete the order is received from You, "**Manufacture Date**" is the date that the manufacturing of the order is planned to commence. The Manufacture Date may be subject to change if the first Deposit payment has not been cleared before the Manufacture Date or if there is a delay in the Order Received Date, "**Shipping Date**" is the date that the order is ready to be loaded on the vessel or airplane at the port of export. The Shipping Date maybe subject to change if there are delays in the Order Received Date, the Manufacture Date, or the Site Completion Date, "**Implementation Date**" is the date that the Site Preparation has been completed. The Implementation Dates maybe subject to change if there are delays in the Order Received Date, the Manufacture Date, or the Site Completion Date.
8. **Fees, Payments, and Default.** You agree to pay all Fees and Payments as outlined and contained in this TCP.
- (a) All Payments due to Click n Collect shall be paid in US Dollars unless otherwise agreed, to an account designated by Click n Collect.
 - (b) All Fees will exclude all applicable taxes, import fees, and duties which are paid by You.
 - (c) Orders will be transported under FOB "Incoterm 2010" terms and conditions, unless otherwise agreed at placement of order. Under these terms Click n Collect is responsible to provide Export Customs Declaration, carriage to port of export, unloading of truck, loading of vessel or aircraft at port of export. You are responsible for carriage to port of import, insurance, customs clearance, taxes and duties, unloading in port of import, local delivery to destination. Click n Collect also provides other shipping terms at separate charges.
 - (d) All Invoices for Services will be sent via e-mail to Your nominated e-mail address. All invoices will be issued fourteen (14) days in advance of each Services Payment Date.
 - (e) All Payments for Managed Services shall be due and payable on the Services Payment Date being the 1st Day of the Service Payment Period. All Payment for other services will be as per agreed but no later than fourteen (14) days following the delivery of the service.
 - (f) Click n Collect may change the Fee structure of the Services provided. You are deemed to accept the varied Fees unless You notify Click n Collect otherwise within fourteen (14) days.
 - (g) All Payment for Hardware shall be 50% due on placement of order, and the balance of 50% before shipment.
 - (h) No allowance shall be made for any refunds or pro rata adjustments of paid Fees for claims of part or complete non-use of the Locker System and included Services.

Should You not pay Click n Collect any amount owing under this TCP on time, You are in default, (called "**Default**"), and in breach of this TCP. Click n Collect's obligations under this TCP are voided if You are in Default, and all work performed while You are in Default may be charged separately to the You. Should You be in Default, Click n Collect has the right to charge a late payment Fee. You may assign this TCP to an Affiliate or to any entity that succeeds to Your interest so long as such the assignee agrees to the terms of this TCP and as long as You continue to make regular timely payments for the specified Managed Services You have selected to be provided as set forth in this TCP.

9. **Your Responsibilities.** You are responsible for any and all activities that occur on the Locker System and shall be exclusively responsible for the supervision, management and control of the use of the Locker System including Software, Hardware, and/or optional materials, including but not limited to:
- (a) use the Hardware and the Licensed Software as specified in the Documentation;
 - (b) providing proper equipment environment, including electrical power, telephone and data communications, counter and cabinet space, air conditioning, cleanliness, and the like;
 - (c) assuring proper machine configuration, program installation, audit controls and operating methods; and
 - (d) establishing adequate backup plans, based on alternate procedures regarding use of the Licensed Software in the event of a malfunction;
 - (e) implementing sufficient procedures and checkpoints to satisfy Your requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction;
 - (f) assuring proper and authorised use of the Locker System;
 - (g) notifying Click n Collect immediately of any unauthorized use of the Locker System and/or any unauthorized use or disclosure of any Your Data;

You shall be responsible, at Your own expense, to prepare the installation site of the Locker System as per the instructions and Documentation of Click n Collect and as specified in **Schedule 1 (Site Preparation)**, this includes the installation, repair, or maintenance of accessories such as but not limited to: signage, decals, awnings and protective coverings, substrates, bollards, power supply infrastructure and wiring, telephone and data connection infrastructure and wiring. You shall be responsible for obtaining, prior to the Commencement Date, all licenses, approvals, permits, consents, and the like that may be required to enable the Locker Systems to be used at the site of installation, and execute included Services, this will include any required Installation of any infrastructure, modifications, component changes, or other associated work and parts related to the Locker System and its operation, any site renovations, repairs or maintenance required to meet local regulations, laws and certifications including local health and safety regulations;

10. **Provision of Services.** Click n Collect shall provide Services during the Term in accordance with the Service levels set out in this TCP and in accordance with the reasonable directions of You. You shall notify the Helpdesk as specified in **Clause 31 (Helpdesk)** if any Service is required for the Locker System. In respect to any repairs out of warranty, Click n Collect must repair the Locker System upon request. Prior to undertaking the Services, Click n Collect must obtain written approvals from You for the repair and the charge. You shall provide unhindered and safe access to the Locker System for Click n Collect to provide agreed Services. While the Locker System is in need of Service, or is undergoing Service, You shall continue to pay to Click n Collect the Service Fees and observe Your other obligations under this TCP. If You have elected to be provided with a Managed Service, than that Managed Service is assumed to apply for all Locker Systems purchased from Click n Collect by this TCP, and any past, or future purchased Locker Systems will be provided with the Managed Services unless You specifically have indicated otherwise. Any Locker Systems purchased from Click n Collect at a later stage out of sync with the Service Payment Period will be charged on a pro-rata basis, based on its Delivery Date. When you have not elected to be provided with a Service You agree Click n Collect has no responsibility to provide you with a non elected Service except for delivery of any Hardware ordered.

Click n Collect may suspend Services without liability if:

- (a) Click n Collect is required by law or a regulatory or government body to suspend the Services;
 - (b) You are in breach of this TCP and such breach is not rectified within thirty (30) days from notice of such breach;
- Click n Collect will, when possible, give You advance notice of a suspension under this clause of at least forty-eight (48) hours.

11. Restraint. During the term of this TCP and for a period of one (1) year after termination of this TCP, for whatever reason, each Party agrees not to, directly or indirectly, on its own behalf or on behalf of or in conjunction with another Third Party, attempt to solicit, facilitate, cause, or procure to employ, hire, contract or enter into any other arrangement directly or indirectly with any Representative of the other Party or any Representative who was employed by the other Party less than one (1) year before employment or hiring by the soliciting Party. The Parties agree that:

- (a) The remedy of damages may be inadequate to protect Click n Collect's interest for Your breach of this clause and if this clause is breached Click n Collect is entitled to obtain injunctive relief, or any other remedy, in any court and
- (b) The restrictions in this clause are necessary to protect the legitimate interest of Click n Collect.

12. Software and Cloud Hosting Configuration & Onboarding. If in this TCP You elect to be provided by Click n Collect with Software and Cloud Hosting Configuration & Onboarding services at a Fee such Services include the following;

- (a) Assist You with setting up a development environment containing Click n Collect's Licensed Software modules including simulated lockers. This environment can be on premise or cloud hosted.
- (b) Set up and provide the cloud hosting for the development environment if not on premise. Click n Collect will provide the cloud hosted server environment during the Software and Cloud Hosting Configuration & Onboarding service period only.
- (c) Provide training and support Services to Your project managers on use of Click n Collect's Locker System including web sites and terminal GUI applications.
- (d) Provide access to Click n Collect's standard APIs and protocols.
- (e) Provide up to four (4) hours of remote attendance for onboarding support including for Your initial scoping, planning, configuration meetings, assistance to Your software developers in implementing and testing Click n Collect's standard APIs within the overall scope of the Click n Collect software functionality, setting up of Your locker locations and Your live server environment, and as required assistance with Your branding and theming options.
- (f) Provide two remote training session of up to two (2) hours each on use of the Company's Locker System including order management and user management.
- (g) If You require more than four (4) hours of remote attendance for onboarding support and/or more time for the two remote training session of up to two (2) hours each, the next four (4) additional hours will be charged at US\$165 p.h. If more than eight hours in total additional support is required for the services in this clause this needs to be separately quoted by Click n Collect and approved by You in writing before being performed.
- (h) All Services provided will be by remote computer access and shall be provided in the English language; both orally and in writing save to the extent that the Parties agree otherwise in writing.
- (i) Software and Cloud Hosting Configuration & Onboarding, including cloud hosting will commence upon first setup and cease upon the earlier of six (6) Months from first setup, or commencement of actual activity of the lockers by You or Your staff members using the lockers for live orders.
- (j) If the Software and Cloud Hosting Configuration & Onboarding Services need a longer than six (6) Months period, a separate additional setup and configuration Fee will apply.
- (k) If the cloud hosting needs to be provided for a longer period than six (6) Months a separate cloud hosting Fee will apply, and this service will require quotation by Click n Collect and written approval from You before being performed.

This Software and Cloud Hosting Configuration & Onboarding service is not a Managed Service.

13. Software Custom Development and Integration. If in this TCP You elect to be provided by Click n Collect with Software Custom Development and Integration at a Fee, such services and the Fee will depend on the agreed software custom development and integration scope of works. The agreed software custom development and integration scope of works shall specify the list of software and/or API customisations to be performed, the scope of work for integration with e-commerce, logistics, or POS platforms, including the need for integration of orders and locker transactions, staff authorisation access, automated reporting, or data file dumping, any requirements related to consulting and professional services to assist Your software developers to successfully implement, debug and test standard Click n Collect APIs as published in Click n Collect Document titled "V-Parcel API document.pdf", or to provide training and support services to Your project managers and software developers on use of Click n Collect's Locker System back-end APIs. All works provided as part of the Software Custom Development and Integration Fee will cease upon acceptance of completion by You according to the process specified in the software custom development and integration scope of works. All Software Custom Development and Integration services provided will be by remote computer access and shall be provided in the English language; both orally and in writing save to the extent that the Parties agree otherwise in writing. Any works performed by Click n Collect on the services listed in this clause will require quotation by Click n Collect and written approval from You before being performed. This Software Custom Development and Integration service is not a Managed Service.

14. Onsite Installation, Commissioning and Testing. If in this TCP You elect to be provided by Click n Collect with Commissioning and Testing at a Fee, such services include,

- (a) onsite guidance of installation, electricity and refrigeration contractors while they unpack, install and position the Locker System on site, assemble the Locker System, connect electricity, UPS and CCTV, and, as required, anchor the footings, install roof and commission any refrigeration;
- (b) starting up and testing of the electronic locking system and all Locker System components;
- (c) syncing of the door numbers;
- (d) testing the communications and connectivity;
- (e) configuring and testing CCTV;
- (f) setting up and testing the Licensed Software, and
- (g) installation sign off.

(h) Any labour, which goes beyond the normal Commissioning and Testing work, shall be separately invoiced.

Any works performed by Click n Collect on the services listed in this clause will require quotation by Click n Collect and written approval from You before being performed. This Onsite Installation, Commission and Testing service is not a Managed Service.

15. **Cloud Hosting Services.** If in this TCP You have elected to be provided with Cloud Hosting Services and in return pays the agreed Fees per Payment Services Period, Click n Collect shall provide this Managed Service, including Helpdesk Services related to this service as covered in **Clause 31 (Helpdesk)**. Any provided Cloud Hosting Services under this clause or elsewhere in this TCP does not guarantee that the Cloud Hosting Services will be uninterrupted, error-free, or completely secure but represents and warrants that Click n Collect uses appropriate security and redundancy protocols to minimize interruptions, errors and security breaches which shall remain current or in better form as of the Effective Date. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of Your Confidential Information. Click n Collect represents that Hosted Service shall be accessible by You and its' Representatives at least 99.9% of the time in each Month during the Term, excluding all outages and downtime that are:

- (a) requested or caused by You or Your Representatives;
- (b) scheduled by Click n Collect or its Representatives for maintenance and upgrade purposes;
- (c) caused by You or Your Representative's computer systems, web browsers, hardware or non-Click n Collect software applications;
- (d) power failures other than at Click n Collect's site where the Hosted Service is located;
- (e) service failures caused by a service provider other than Click n Collect or its agents;
- (f) acts of vandalism, computer hacking, or damage to systems or telecommunication facilities outside of Click n Collect's control, other than acts taken by or caused by Click n Collect personnel;
- (g) outages and downtime that arises as a result of Your or Your Representatives' refusal or failure to upgrade or refresh required hardware and equipment where such non-compliance was communicated by Click n Collect with adequate notice and where compliance is consistent with good business practices;
- (h) security breaches caused by You, Your Representatives or Your Authorized users that have not exercised best practices in password control and protection such as shared passwords or other information that allows a Third Party to access the Hosted Service and
- (i) other causes beyond the reasonable control of Click n Collect.

Click n Collect may suspend Cloud Hosting Services without liability if:

- (a) there is an attack on Your Cloud Hosted System or Your Cloud Hosted System is accessed or manipulated by a Third Party without Your consent; or
- (b) there is another event for which Click n Collect reasonably believes that the suspension of Cloud Hosting Services is necessary to protect Click n Collect's network or Click n Collect's other customers.

Click n Collect will when possible give You advance notice of a suspension under this clause of at least forty-eight (48) hours.

16. **Cloud Hosting Setup.** If in this TCP You elect to be provided by Click n Collect with Cloud Hosting Setup services at a Fee such Services include the following:

- (a) Remote attendance at initial meetings to provide consulting and professional services to assist You with the selection of Your required cloud hosting solution;
- (b) Setting up a cloud hosted environment containing Click n Collect's Licensed Software modules and
- (c) All services provided will be by remote access and shall be provided in the English language; both orally and in writing save to the extent that the Parties agree otherwise in writing.

Any works performed by Click n Collect on the services listed in this clause will require quotation by Click n Collect and written approval from You before being performed. This Cloud Hosting Setup service is not a Managed Service.

17. **Data.** Click n Collect shall store the Data on agreed servers. Click n Collect shall use such technologies generally used in the trade to prevent unauthorized access to the Data. Click n Collect shall not be liable in the event the technologies it uses to prevent unauthorized access to the Data fails to prevent such access, nor shall Click n Collect be liable for any loss that You or Your users may incur as a result of a Third Party's use of confidential login information. Click n Collect does not guarantee the security of any information transmitted to or from You over the internet, including through the use of e-mail. You acknowledge that Click n Collect may use Your Data to operate and administer the Locker System. In addition, Click n Collect may retain, analyse, use and share such information in anonymous, filtered, or aggregate form for general business purposes, and will only disclose Your Data as necessary to perform the Services outlined. You warrant that You have obtained the express informed consent from each individual about whom Click n Collect may obtain personal information from You in connection with this TCP for Click n Collect. The Parties shall comply with the requirements of any privacy laws and only use, manipulate, store, process and handle personal information for the purposes of meeting its obligations under this TCP or as may be required by law.

18. **Temperature Monitoring Services.** If You have elected to be provided with Temperature Monitoring Services and in return pays the agreed Fees per Payment Services Period, Click n Collect shall provide this Managed Service. The Temperature Monitoring Services shall be provided remotely and shall be provided in the English language; both orally and in writing save to the extent that the Parties agree otherwise in writing. You acknowledge that the temperatures and Locker System data and alerts will be compromised while the Locker System has no power or internet connection.

The Temperature Monitoring Services shall include:

- (a) Your access to a temperature and performance monitoring portal with current and past refrigeration performance.
- (b) Helpdesk Services related to this service as covered in **Clause 31 (Helpdesk)**.
- (c) Daily Locker System status checks by Helpdesk.
- (d) Automated alerts and reminders to You nominated contacts if the temperatures moves outside Your defined parameters.
- (e) Automated live status notifications of temperature data to Your nominated contacts.
- (f) If Locker System status or alarm analysis indicates a service call is needed, Help Desk shall raise job-tickets, if this service is required, with Your nominated service providers.
- (g) Your access to temperature data history of at least 12 Months to assist with performance audits.

19. **Software Support Services.** In exchange for Your payment of the Software Support Services Fee per Payment Services Period, Click n Collect shall provide Software Support Services and the Licensed Software as per **Clause 20 (Licensed Software)**. This is a Managed Service and will include the support of the Licensed Software, the identification and resolution of errors in the Licensed Software, access to the release of Software Updates, and Helpdesk Services related to this service as covered in **Clause 31 (Helpdesk)**. You shall provide unhindered and safe access to the Licensed Software for Click n Collect to provide Software Support Services. Click n Collect shall as it deems necessary provide You written notice of the release of all relevant Software Updates.
- The Software Support Services shall be provided remotely and shall be provided in the English language; both orally and in writing save to the extent that the Parties agree otherwise in writing. The Software Support Services shall not include the provision of training services whether in relation to the Licensed Software or otherwise. Click n Collect shall have no obligation to provide Software Support Services in respect of any issue caused by:
- (a) Any factor outside the scope of the Software Support Services;
 - (b) The improper use of the Licensed Software; or
 - (c) Any alteration to the Licensed Software made without the prior written consent of Click n Collect.
- You agree to honour copy protection methods employed by Click n Collect and further agrees that it may be necessary for Click n Collect to update the copy protection protocols on the Locker System from time to time as deemed necessary by either Party.
20. **Licensed Software.** The Licensed Software grants You a limited, non-exclusive, world-wide, royalty free, non-transferable, terminable right to hold and use the Licensed Software and the related Documentation during the Term subject to and in accordance with this TCP. As applicable, certain parts of the Software may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply. You must comply with such additional terms. Your right to hold and use the Licensed Software are restricted solely and exclusively to You and may not be subleased, sublicensed, sold, offered for sale, disposed of, encumbered or mortgaged without Click n Collect's written permission, except that the rights and license may be assigned by You to a purchaser of all or substantially all of Your assets or capital stock. This TCP confers no title or ownership in the Licensed Software or any other intellectual property right and should not be construed as a sale of any rights in the Licensed Software or a sale of any other Intellectual Property Right. You may permit consumers to use the Website elements of the Licensed Software as part of the normal process of using the Locker System. Except as expressly permitted by this TCP, and to the extent that applicable laws, prevents Click n Collect from restraining You from doing so, You must not:
- (a) use the Licensed Software for any purpose or in any manner other than as set out in this TCP;
 - (b) use the Licensed Software in any way that could damage the reputation of Click n Collect or the goodwill or other rights associated with the Licensed Software;
 - (c) permit any Third Party to use the Licensed Software other than as set out in this TCP;
 - (d) reproduce, make error corrections to or otherwise modify or adapt the Licensed Software or the Documentation or create any derivative works based upon the Licensed Software or the Documentation;
 - (e) de-compile, disassemble or otherwise reverse engineer the Licensed Software or permit any Third Party to do so; or
 - (f) modify or remove any copyright or proprietary notices on the Licensed Software or the Documentation.
- You shall ensure at all times that Your Representatives, do not make or produce any unauthorised copies, duplications, derivatives, or alterations of the Licensed Software. As part of the Licensed Software Fees Click n Collect shall release Software Upgrades at least once in each calendar year. Click n Collect shall keep You reasonably informed of its plans for the release of Software Upgrades and shall give to You upon release written notice of each release of a Software Upgrade.
21. **Licensed Software Changes.** Click n Collect may modify the Licensed Software for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as upgrades, updates, maintenance operations and/or resets to improve and/or optimize the Licensed Software. Click n Collect's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the Licensed Software. You agree that the Licensed Software may install or download the modifications automatically. Except to the extent that the Parties agree otherwise in writing, or if You have engaged in Software Custom Development and Integration as specified in **Clause 13 (Software Custom Development and Integration)** regarding Your requested features or opinions, Click n Collect shall have no obligation to release Software Upgrades with features requested by You or to take into account any opinions of You in relation to plans for the release of Software Upgrades. Click n Collect may discontinue providing Software Support Services if You have not applied at least once every two (2) year period the latest Software Upgrade of the Licensed Software.
22. **Software Warranty.** Click n Collect warrants that for the twelve (12) Month period following the signing of this TCP, and payment of the Software Support Services Fee, the Licensed Software shall be free from material programming errors. This Software Warranty shall become void in the event of the misuse of the Licensed Software or its use for any purpose for which it is not suitable or any use outside the terms of this TCP. If at any time during the Software Warranty period You shall discover one or more defects or errors in the Licensed Software or any other respect in which the Licensed Software fails to conform to the provisions this TCP, You shall give written notice and adequate documentation to Click n Collect within the Software Warranty Period. Click n Collect shall use reasonable efforts to attempt to correct any such defect, error or nonconformity by, among other things, supplying You with such additions, modifications, or adjustments to the Licensed Software, alternate procedures for use of the Locker System, replacement parts or factory service as may be necessary to keep the Locker System in operating order in conformity with the Software Warranty. You assume any risk beyond those not covered by this TCP as to the quality and performance of the Licensed Software.
23. **Hardware Warranty.** Click n Collect warrants the hardware against defects in materials and workmanship under normal use for a period of twelve (12) Months from the Date of the Installation. Click n Collect also warrants that the hardware will perform substantially as specified in the Documentation. In the event of repair and/or replacement, either by Click n Collect or a certified partner, the term of this Hardware Warranty shall be the balance of the Warranty Period for the original hardware or thirty (30) days from the date of replacement or repair, whichever is greater. This Hardware Warranty does not cover:
- (a) damage caused by operating the Hardware outside the permitted or intended uses as defined by this TCP;
 - (b) damage caused by not following Click n Collect instructions, or Documentation;
 - (c) damage caused by negligent or incorrect actions taken by You or caused by circumstances under Your reasonable control;

- (d) damage caused by service (including, but not limited to, upgrades and expansions) or alterations performed by anyone other than Click n Collect or a certified and approved partner of Click n Collect;
- (e) damage caused by vandalism or malicious actions;
- (f) unless a Locker System has been fitted to handle a specific extreme condition and the Locker System and the extreme condition is covered in this TCP, repair of damage caused by corrosion not related to manufacturing or material defect but due to the Locker System being exposed to extreme conditions such as but not limited to; salt air, salt water, salt, chloride and exposure to other harsh chemicals, extreme temperatures and extreme weather conditions; or
- (g) damage caused by incorrect cleaning of lockers including by using harsh chemicals and high-pressure hose washing, and/or resulting water leaks.

Click n Collect shall, at its sole discretion, provide the Hardware and/or part with a product or part that is new or equivalent to new in performance and reliability at Click n Collect's expense. Click n Collect shall not be liable for the costs of labour to remove, replace or dispose of parts or Product. In order to obtain Hardware Warranty Service, You shall notify Click n Collect as per **Clause 31 (Helpdesk)** for technical support. Click n Collect will coordinate the warranty repair necessary to remedy the matter either directly or with a certified partner. Shipping and handling charges may apply except where prohibited by applicable law or regulation. Click n Collect makes no other warranties of any kind, either expressed or implied. No employee, agent, contractor, nor any Third Party including certified partners, may create or assume any other liability, obligation, or responsibility on behalf of Click n Collect. This Hardware Warranty provides specific legal rights that may vary from state to state and from country to country. This Hardware Warranty is not a warranty of future performance or a statement of the useful life of the hardware, but only a warranty to repair, or replace parts or Product. Damage, loss of contents or any unauthorized removal of contents from the Hardware is not covered under this Hardware Warranty.

24. Extended Warranty on Parts Services. If You have elected to be provided with Extended Warranty on Parts Services and in return pays the agreed Fees per Payment Services Period, Click n Collect shall provide this Managed Service, which shall include:

- (a) A fixed Fee to cover the cost of any parts that need to be replaced or repaired over the agreed and paid Service Period. The Fee and the parts covered will depend on these selected by You to be included in this Service. This Service will not include the Labour costs to repair or replace a part.
- (b) Extended warranty on all parts can be provided for another five (5) years from the end of the one-year Warranty period.
- (c) A set performance standard of a set Resolution Time for Critical Issues as specified in **Schedule 2 (Helpdesk)**, if Onsite Labour Service as specified in **Clause 26 (Onsite Labour Services)** is also provided. A selection of parts shall be purchased as required to best ensures maintenance and repairs are performed to set performance standards and will be held in stock for You and shall be used as needed for repairs.
- (d) Helpdesk Services related to this service as covered in **Clause 31 (Helpdesk)**.

For the avoidance of doubt, only the parts listed, and which are specifically covered at a Fee, are included by Click n Collect under the Extended Warranty on Parts. The parts that require to specifically covered to be included are:

- (a) Supply replacement for Electronic Control and Locking System Parts.
- (b) Supply replacement for General Locker Parts.
- (c) Supply replacement Refrigeration Locker System Parts.
- (d) Supply Initial and replacement of data SIM Cards and associated Internet Connection Plan.
- (e) Supply replacement Communications Parts.

As part of the Extended Warranty on Part Services You agree Click n Collect may use refurbished or recycled spare parts.

If a Locker System becomes four (4) years old, the standard Extended Warranty Fees will increase by an additional 15%. For five (5) years old Locker System the standard Fees are increased in a similar way by 25% and for six (6) years old Locker System the Fee shall be increased by 35%.

25. Parts on Call. If You have selected not to take up Extended Warranty on Parts Services as per **Clause 24 (Extended Warranty on Parts Services)** as a Managed Service, it will be provided by Click n Collect with Parts on Call as required for a repair or replacement. Any Parts on Call shall require quotation by Click n Collect. Before providing Parts on Call written approval from You is required. Parts on Call do not fall under Managed Services.

26. Onsite Labour Services. If You have selected to be provided with Onsite Labour Services and in return pays the agreed Fees per Payment Services Period, Click n Collect shall provide this Managed Service, which shall include:

- (a) A fixed Fee to cover the cost of any labour of repairing or replacing the parts selected by You to be included in this Service over the agreed Service period. The Fee and the labour cost covered will depend on these selected by You to be included in this Service. This Service does not include the cost of parts.
- (b) No labour cost for the replacement of any parts under warranty.
- (c) Onsite Labour Services shall be provided for another five (5) years from the end of the one-year Warranty Period.
- (d) A set performance standard of a set Resolution Time for Critical Issues as specified in **Schedule 2 (Helpdesk)**, if an Extended Warranty on Parts Services as specified in **Clause 24 (Extended Warranty on Parts Services)** is also provided. Click n Collect shall put into place and train a service network that best ensures repairs are performed to set performance standards.
- (e) Helpdesk Services related to this service as covered in **Clause 31 (Helpdesk)**.

If a Locker System becomes four (4) years old, the standard On-Site Labour Service Fees will increase by an additional 15%. For five (5) years old Locker System the standard Fees are increased in a similar way by 25% and for six (6) years old Locker System the Fee shall be increased by 35%.

27. Unscheduled Service Calls. If You have selected not to include Onsite Labour Services as per **Clause 26 (Onsite Labour Services)** as a Managed Service it will be provided by Click n Collect with Unscheduled Service Calls to attend to an issue that requires an onsite visit, including a repair or replacement of a part. Any Unscheduled Service Call service shall require quotation by Click n Collect and written approval from You before being performed. Unscheduled Service Calls do not fall under Managed Services. If You cancel an Unscheduled Service Call booking less than 2 Business Days before the scheduled attendance date, Click n Collect may charge 100% of the quoted Fee as a cancellation fee.

- 28. Preventative Maintenance Services.** If You have selected to be provided with Preventative Maintenance Services and in return pays according to the number of preventive maintenance visits scheduled per annum and the agreed Fees per Payment Services Period, Click n Collect shall provide this Managed Service, which shall include:
- Internally and externally cleaning of the Locker System.
 - Testing of operational performance of the Locker System, including the Software.
 - Replacement or repair of any Locker System parts not performing at required performance levels. Replacement of any parts not performing and adding to a total of over \$500 (including any preventative part replacements) will be first approved by You, if it is outside of the Warranty Period and there is no Extended Warranty on Parts Service in place.
 - Replacement of any Locker System parts scheduled for preventative maintenance purposes. Replacement of parts for scheduled preventative maintenance purposes will first be approved ahead of the preventative maintenance visit if the total cost of the parts to be replaced is over \$250.
 - All parts will be separately invoiced, unless the parts are covered under Warranty or an Extended Warranty on Parts service.
 - Onsite Locker System training of Your new staff as per prior request of You.
 - Any labour, which goes beyond the normal preventative maintenance work, shall be separately invoiced.
 - Helpdesk Services related to this service as covered in **Clause 31 (Helpdesk)**.
- For the avoidance of doubt, the cleaning of condenser fins and filters of Refrigerated Locker Systems is not included by Click n Collect under the Preventative Maintenance Services, unless specifically covered at a Fee in this TCP.
- 29. Location & Relocation of Locker Systems.** Seven (7) days' Notice is required to Click n Collect before relocating Locker Systems to a new location if You wish to receive continued Managed Services for the Locker System. At the discretion of Click n Collect a relocated Locker System may no longer be covered by this TCP if access for site visits, the access for remote support, or the new surrounding conditions of the Locker System are, or will negatively impact on the performance of the Locker System or the Managed Services by the relocation, and You have not been able to rectify the issue within thirty (30) days of notice by Click n Collect. Click n Collect has no liability if it relates to You changing Your Locker System Location or the environment in which it is placed without agreement from Click n Collect. If You seek assistance from Click n Collect with the physical relocation of a Locker System this will require quotation by Click n Collect and written approval from You before being performed. This relocation service is not a Managed Service.
- 30. Excluded Services.** Except for those responsibilities for Services which have been covered in this TCP, You shall at Your own cost provide support with installation, technical assistance to customers and Your end consumers. For the avoidance of doubt, even if the Product is in Warranty Period, the following service items are not included by Click n Collect under this TCP, unless specifically covered at a Fee in this TCP:
- Freight, logistics, management, and administrative work involved with transporting the Locker System from Port of Export to Your delivery destination;
 - Travel and accommodation of Click n Collect staff to the installation or service site. If travel and accommodation is required a separate invoice at cost will be provided.
 - Security monitoring;
 - Remote or manually opening locker doors to help a consumer or an end user;
 - Assisting to help a consumer or an end user to "recover/reissue" their access code or PIN required to gain access to the Locker System;
 - Assisting to help a consumer or an end user with the use or operation of the Locker System;
 - Repair of damage caused by vandalism, malicious intent, and misconduct;
 - Unless a Locker System has been fitted to handle a specific extreme condition and this is or was specified in the order for that Locker System, repair of damage caused by the extreme conditions not related to manufacturing or material defect but due to the Locker System being exposed to extreme conditions such as but not limited to; salt air, salt water, salt, chloride and exposure to other harsh chemicals, extreme temperatures and extreme weather conditions;
 - Repair of damage caused by not following Click n Collect instructions or Documentation;
 - Repair of damage caused by use of unauthorised parts, alterations, attachments, repairs, or services;
 - Repair of damage caused by incorrect cleaning of lockers including if caused by using harsh chemicals and high-pressure hose washing, and/or any subsequent water leaks;
 - Repair of damage caused by negligent or incorrect actions taken by You or caused by circumstances under Your reasonable control;
 - Supply, fitting, replacement or repair of the Signage Parts, consumables including paper roles, ink-cartridges and print heads or the supply, fitting, repair or maintenance of other items not part of the Locker System;
 - Support for Cellular, WiFi, and LAN data Connections, from Terminal Location to Internet;
 - Support and supply of replacement parts for Server Infrastructure hosting Software including Communications Parts;
 - Support, investigation and repair of Electrical Power Supply issues; and/or
 - Software Escrow Deposit, which is provided and directly invoiced by the Escrow Deposit provider, being Iron Mountain, to You.
- Any work performed on the services listed in this clause will require quotation by Click n Collect and written approval from You before being performed.
- 31. Helpdesk.** You shall ensure that all requests for support that You may make from time to time shall be made through the Helpdesk. You shall not use the Helpdesk for any other purpose. You will access the Helpdesk to log support for any Non-Critical Issue via email to "Support@cnc-global.com". The Helpdesk shall use all reasonable endeavours to resolve issues raised promptly. For support for any Critical Issues You can call:
- If residing in Australia: 1800 595 495, OR otherwise
 If in USA or America: +1-833-659-2445
 If in UK or Europe: +44-800-060-8074
 If in HK or Asia: +852-800-931-851
 If in New Zealand: 800-032-09
- The details regarding helpdesk service levels for Resolution Times, Hours of Operation, contact details and escalation paths of Critical and Non-Critical Issues are specified in **Schedule 2 (Helpdesk)**.

- 32. Normal Use of Locker System.** You shall not use the Locker Systems or permit the Locker System to be used for any purpose other than in the normal use and in the normal conditions of use of the Locker System for the purpose it was designed. You shall only use the Locker System in a proper manner and ensure Your use of the Products does not place the public, community or environment at risk of injury, illness or damage. Its use shall comply with this TCP and with all Click n Collect's requirements and recommendations respecting the Locker System and all laws, ordinances and regulations relating to the possession, use, or maintenance of the Locker System, including safety standards relating to the safe handling of the Products, registration and/or licensing requirements if any. You shall dispose of the Locker System or any of its aspects or components in a manner according to the terms of this TCP. Any reproduction or redistribution of the Locker System not in accordance with this TCP shall be considered a material breach of this TCP. Except as expressly set forth herein, You may not as a whole or in part;
- (a) copy, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Locker System, or any associated software applications, tools, data, or Documentation thereof;
 - (b) disassemble, decompile, or reverse engineer the Locker System, or use any device to copy or catalogue any Documentation or other materials made available by Click n Collect; or
 - (c) take any actions that may circumvent, disable, damage or impair the Locker System or allow or assist a Third Party to do so.
- The Parties will notify the other Party as soon as a Party becomes aware of an impending, occurred or suspected breach of this clause. Click n Collect may, at any time, suspend (or require that You suspend) the access of Your users to the Locker System and/or disable their log-in information in the event of violation of this TCP by such users. Grounds for doing so are not limited and may include legal or regulatory reasons, investigation of suspicious activities, or if Click n Collect or You have reason to suspect any of Your users, or other Locker System users is engaged in activities that may violate this TCP, applicable laws, or Your policies.
- 33. Intellectual Property.** You acknowledge that the Locker System, the Services, the Documentation or the programs and technology embodied in the Locker System, are proprietary to Click n Collect and have been developed as a trade secret at Click n Collect's expense and are Intellectual Property. Click n Collect reserves all Intellectual Property rights to any processes or tools, developed or used, by Click n Collect in the delivery, installation, furnishing, operating, modification, upgrading, of the Locker System and included Services. Click n Collect reserves the right to determine, within its reasonable discretion, that which falls within the purview of its proprietary Intellectual Property. The parties acknowledge that performance of this TCP may result in the development of new Intellectual Property including secret concepts, methods, techniques, processes, adaptations and ideas. The parties agree that the same shall belong solely and exclusively to Click n Collect's Intellectual Property without regard to the origin. Nothing in this TCP constitutes a transfer of any intellectual property rights.
- 34. Secrecy.** The Parties, including their Representatives shall not reveal, provide or otherwise make available to any Third Party any Confidential Information. The Parties shall take all necessary precautions reasonably calculated to prevent an unauthorized disclosure or use of Confidential Information by the other Party's Representatives, subagents, other intermediaries, or customers. The Parties will ensure that any Confidential Information provided to it by the other Party is only used for the proper purpose of and in the ordinary course of performing this TCP. At minimum Parties agree to hold and use any Confidential Information in the same manner as it deals with its own Confidential Information. This clause of Secrecy shall be waived by the Parties if a Party is required to disclose information by law or by stock exchange rules or pursuant to any order of court or other competent authority or tribunal or is disclosed to a Party's Representatives or professional advisers, provided such persons are bound by a duty of confidentiality in relation to any Confidential Information disclosed. The Parties will provide prompt notice to the other Party as soon as a Party is required to disclose information subject to this clause, or if a Party becomes aware of any other impending, occurred, or suspected breach of this clause. Subject to Your prior written permission, Click n Collect can indicate in its marketing and promotional materials provided to others that You are using Click n Collect's Locker Systems and Services.
- 35. Force Majeure.** The Parties shall not be liable for loss, injury or damage of any kind or for any consequences thereof resulting from any use, condition, performance, failure to perform any obligation under this TCP, defect or failure in the delivery or use of the Locker System and related Services, or for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver, caused by a Force Majeure Event, whether directly or indirectly. Repairs, or damage caused by Force Majeure Events are not covered under any warranty or Service in this TCP.
- 36. Limitations of Liability.** Each Party is liable if the liability was occasioned by the wilful misconduct or gross negligence of the same Party. Each Party's liability in connection with this TCP will not exceed the lower of the total value of all provided Locker Systems and Services under this TCP in the twelve (12) months preceding the liability event, or one (1) million USD and is to be limited to direct damages and neither Party will be liable to the other for any indirect, special, incidental, exemplary, punitive, or consequential damages, whether based on breach of contract, tort (including negligence) or otherwise, whether or not that Party has been advised of the possibility of such damages. For the avoidance of any doubts and to the extent the law permits, in no event shall Click n Collect be liable for suspension of the use of the Locker System or Services, lost or corrupted data, downtime, lost profits, loss of revenue, failure to realise expected savings, business interruption, loss of goodwill, replacement service, or any damage of any kind to any person or entity resulting from any use, condition, performance, defect or failure in the Locker System or Services. Regardless of any wilful misconduct or gross negligence and to the extent the law permits, Click n Collect is not liable under this clause if the liability was part or fully caused by or was in connection with:
- (a) Your breach, or non-compliance with any of Your obligations under this TCP;
 - (b) any improper use, misuse, accident or failure to use the Locker System in a manner for which it was designed or contemplated, or in accordance with any Documentation, recommendation, or instructions issued by Click n Collect;
 - (c) fair wear and tear;
 - (d) occurrence of a Force Majeure Event;
 - (e) failing to comply with any Document or failing to adhere to recommendations made by Click n Collect;
 - (f) any alterations, modifications or repairs to the Locker System, including the fitting of attachments, that was not authorised or approved by Click n Collect in writing;
 - (g) a potential defect, need to repair or maintain the Locker System and You have not immediately notified Click n Collect of, You have not allowed a reasonable repair or maintenance period for, or You have delayed providing access to the Locker System to Click n Collect after You have notified Click n Collect of the potential defect, or a need to repair or maintain;

(h) a loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this TCP
Each Party must make every effort to mitigate any loss, damage or expense that may be suffered arising out of this TCP or in connection with any Product provided, or the relationship between the Parties.

37. **Breach of Agreement.** Each Party is responsible for all of the acts and omissions of its Representatives and any acts or omissions on their part that would if done be deemed for all purposes to be done by the Party and where applicable will be a breach by the Party of this TCP on the part of the Party.

You are solely responsible for any damage caused to Click n Collect, Click n Collect's Representatives, channel partners and associated service providers and subcontractors, other users of the Product or any other individual or legal entity as a result of Your violation of this TCP.

You hereby agree to defend, indemnify and keep indemnified Click n Collect and its Affiliates, their Representatives, channel partners and associated service providers and their subcontractors against any claim or alleged claims, liabilities, losses, damages and all costs (including lawyers' fees), directly or indirectly attributable to Your fault and/or resulting from a violation or any provision of this TCP or Your use or misuses of the Product. Click n Collect reserves the right to take sole responsibility, at its own expense, for conducting the defence of any claim for which You agreed to indemnify Click n Collect.

38. **Terminating Agreement.** In addition to any other remedies available to either Party, a Party shall have the right to terminate this TCP

- (a) if the Initial Term has passed after a ninety (90) days notice of intent to terminate this TCP;
- (b) if the other Party is in breach of this TCP and such breach is not rectified within thirty (30) days from notice of such breach;
- (c) if a Force Majeure Event persists for thirty (30) days or more from notice of intent to terminate this TCP if the same Force Majeure Event persists.

This does not relieve or suspend Your obligation to pay any amounts payable to Click n Collect up until the date of termination of this TCP.

Notwithstanding the above, either Party shall have the right to terminate this TCP with immediate effect by written notice to the other Party upon the occurrence of an Insolvency Event or if there is a change in control or ownership of a party and the other party is not reasonably satisfied the new controller can meet the obligations under this TCP.

Notwithstanding anything to the contrary within this TCP, the Fees for Services shall become due immediately upon the occurrence of an Insolvency Event.

39. **Effect of Termination.** On termination of this TCP:

- (a) Click n Collect will stop supplying the Services;
- (b) where applicable and subject to any licence terms, You must stop using the Licensed Software; and
- (c) Click n Collect is entitled to receive all outstanding amounts due under this TCP but not paid.

Notwithstanding any other clause in this TCP, if Click n Collect terminates this TCP under **Clause 38 (Terminating Agreement)** and You have prepaid any Fees for an applicable Service Payment Period, Click n Collect will reimburse You on a pro-rated basis for any Services You do not receive.

40. **Notices.** Notices shall be given in the English language. If You have routine communications to Click n Collect regarding the operation of Locker System and provided Services, You should send it to Your Click n Collect account team using email "admin@cnc-global.com" or to Click n Collect's postal address below, or to such address or email address as Click n Collect from time to time may notify to You for the purpose of this clause. If You want to give a legal notice, including notice regarding termination of this TCP, or other matters, You should send it by electronic mail to "admin@clickncollect.com" with a copy to "olavu@clickncollect.com" and first class registered or certified post, or reputable overnight courier with delivery receipt obtained to:

Click n Collect Pty Ltd,
Attention: Derek Stoneman,
Click n Collect Pty Ltd,
29-35 Wellington Street,
North Hobart, TAS 7000,
Australia,

Click n Collect's routine communications regarding the operation of the Locker System, provided Services and legal notices will be sent by electronic mail and first class registered or certified post, or reputable overnight courier with delivery receipt obtained to such address or email address as You may notify to Click n Collect for the purpose of this clause.

Notices are deemed received on the day receipt is confirmed by the receiving Party, in case of a letter on the seventh (7th) Business Day after posting, in case of an electronic communication upon receipt by the recipient, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day.

41. **Waiver.** The failure of either Party at any time to enforce any of the terms or provisions of this TCP or to exercise any right under this TCP does not constitute a waiver of any such right or affect the Party's privilege to enforce that right. No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. A Party is not liable for any loss of the other Party caused or contributed to by the waiter, exercise, attempted exercise, failure to exercise or delay of the exercise of a right.
42. **Consent.** Each Party may exercise a right or remedy or give or refuse its consent in any way it considered appropriate unless this TCP expressly states otherwise.
43. **Construction.** No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, this TCP or any part of it.
44. **Variation of Agreement.** Changes in this TCP may only be changed in writing, signed and executed on behalf of both Parties.

45. **Severability.** If any term, covenant, condition or warranty of this TCP or the application thereof to any Party or circumstance shall be or become invalid or unenforceable, the remaining terms, covenants conditions and warranties shall not be affected thereby each term covenant, condition and warranty of this TCP will remain valid and enforceable to the fullest extent permitted by law.
46. **Survival.** The following terms shall survive expiration or termination of this TCP: **Clauses 20 (Licensed Software), 32 (Normal Use of Locker System), 33 (Intellectual Property), 34 (Secrecy), 35 (Force Majeure), 36 (Limitations of Liability), 37 (Breach of Agreement), 45 (Severability) and 47 (Governing Law)** of this TCP, all terms of this TCP requiring You to pay any Fees for Services provided prior to the time of expiration or termination or requiring You to pay an early termination Fee, and all other provisions of this TCP that by their nature are intended to survive expiration or termination of this TCP.
47. **Governing Law.** This TCP is construed and enforced under the laws of the State of Victoria, Australia and each Party expressly and unconditionally submits to the exclusive jurisdiction of the courts of Australia except that Click n Collect may seek to enforce any judgment anywhere in the world where You may have assets. Subject to the requirement for mediation, any dispute shall be heard in a court of competent jurisdiction located in Victoria, Australia to whose exclusive jurisdiction both parties submit themselves. You irrevocably agree that a judgment or order of any court referred to in this clause is conclusive and binding upon You and may be enforced against You in the courts of any other jurisdiction. Each Party agrees that it will not bring a claim under this TCP more than two (2) years after the event giving rise to the claim occurred. You acknowledge and agree that notwithstanding the fact that this TCP is governed by the laws of the state Victoria in Australia, You may be subject to additional laws in other jurisdictions with respect to Your use of the Product. You will comply with the laws of any jurisdiction that apply to the Product.
48. **Representations.** Each Party represents and warrants that it has full power and authority to enter into this TCP; it shall obtain and maintain in effect all permits, licenses and authorizations necessary to perform its obligations under this TCP; it is not subject to any Insolvency Event. Each Party acknowledges that they have not relied on any representations, warranty, promise, forecast or statement made by the other Party in deciding to enter into this TCP. You agree You have satisfied Yourself the Products are fit for the purpose You require them for.

Schedule 1: Site Preparation

Site Preparation. You shall, subject to **Clause 9 (Your Responsibilities)**, be responsible, at Your own expense, to prepare the installation site of the Locker System as per the instructions in Click n Collect's Site Preparation and Installation Guide Manual and Documentation of Click n Collect, this includes the installation, repair, or maintenance of accessories such as but not limited to: signage, decals, awnings and protective coverings, substrates, floor leveling, bollards, power supply infrastructure and wiring, telephone and data connection infrastructure and wiring. You shall be responsible for obtaining, prior to the Locker System Installation Date, all licenses, approvals, permits, consents, and the like that may be required to enable the Locker Systems to be used at the site of installation, and execute included Services, this will include any required Installation of any infrastructure, modifications, component changes, or other associated work and parts related to the Locker System and its operation, any site renovations, repairs or maintenance required to meet local regulations, laws and certifications including local health and safety regulations.

Site Completion Date. You shall prepare and complete the site of the installation site prior to, or on the Site Completion Date. The Site Completion Date shall be agreed in writing by the parties for each Purchase Order.

If for any reason the installation site is anticipated not be ready on the Site Completion Date, You shall contact Click n Collect immediately and a new Site Completion Date shall be agreed by the Parties in writing. Additional costs including for labour, travel, local transport or storage charges may occur if You fail to complete site preparations on the Site Completion Date

Ready by Site Completion Date.

Measurements. The Locker Systems being supplied under this TCP have the following space requirements, including clearances:

System Width:	[System Width] plus 4 inches / 100mm	Allow for additional 2 inches / 50mm clearance on either side of Locker System. Allow for additional 0.2 inches/ 5mm in width for each additional integrated module.
System Height:	[System Height] plus 6 inches / 150mm	Allow for additional 6 inches / 150mm clearance above Locker System.
System Depth:	[System Depth] plus 42 inches / 3600mm	Allow for additional 18 inches / 450mm clearance at rear for service access and ventilation. Allow for additional 18 inches / 450mm clearance at front for doors to open. Allow for additional 24 inches / 600 clearance at front for roof on Outdoor Refrigerated Locker System.

Electrical Preparation.

Electrical Circuit		A dedicated electrical circuit. Voltage and Amps as specified depending on size of Locker System being installed. For refrigerated locker units, electrical circuit is hard wired directly to mains electrical connection inside unit. For non-refrigerated locker units, an outlet to be provided within 2.1 metres / 7 feet from the Access Terminal and installed with bottom of outlet at least 2 metres / 6 feet 8 inches above the finished floor (AFF). Outdoor units require a tamper proof waterproof outlet within 2.1 metres / 7 feet from the Access Terminal. All electrical work shall be completed by Your contractor before or on the Site Completion Date.
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Internet Connection Requirements. You shall provide internet connectivity - LAN, Wi-Fi or cellular. For cellular connections You shall provide SIM, data plan and ensure reliable service.

For Ethernet connections You shall install a CAT5e or better Female RJ45 Ethernet jack adjacent to the electrical outlet at the same height above the finished floor.

The Ethernet cable going to the Locker System from Your router shall be plugged in and secure. In many cases contracted electricians will not make this final connection to the router. This connection absolutely shall be a direct, physical line from the Access Terminal to Your internet source.

This work should also be completed by Your contractor on set Site Completion Date.

Split Locker System Electrical and Internet Connection Requirements (if applicable). For split Locker Systems (where there is one Access Terminal serving one or more locker banks on different walls), the electrical and Internet outlet requirements are as follows:

- The bank WITH the Access Terminal will require You to have: one (1) electrical and Internet connections (Ethernet, cellular or Wi-Fi) as described above, plus one (1) single gang junction box with CAT5e or better Female RJ45 Ethernet jack face plate.
- The bank(s) WITHOUT the Access Terminal will require You to have: one (1) electrical connection only, plus one (1) single gang junction box with CAT5e or better Female RJ45 Ethernet jack face plate.
- The electrical contractor will be required to install a CAT5e or better cable between the two junction boxes. NOTE: the specific location for the electrical outlets and single gang junction boxes will be different at every location. Click n Collect can advise the details for split Locker System configurations directly with the contractor at any time.

Server Infrastructure. The Locker System requires a centralised Server running software provided by Click n Collect. This Server can be provided / hosted by either Click n Collect or You. Server specification and requirements are included in Click n Collect Locker System Information Manual. Server will be made available to Click n Collect on Site Completion Date.

IP Setup. The Locker System requires allocation of up to 7 static IP addresses on the default LAN segment per Access Terminal. One IP address for the computer, one for the locker controller device, one for the IP Power device and up to 4 for CCTV recorder and IP cameras.

Remote Access. The Locker System shall be able to run Team Viewer or similar application to allow remote access by Click n Collect support staff for support and upgrade purposes.

Secure Communication. The Locker System requires secure communication to connect to central server. This can be implemented by adopting Open-VPN client software provided by Click n Collect or by installation of HTTPS SSL Certificate on both the Access Terminals and the Central Server. All SSL Certificates to be provided by You.

Port Communication. The Locker System requires that the following ports be open on both ends:

1201 for Open-VPN software

8080 for CCTV system

443 [Standard https port] for communications with Central Server if SSL Certificates being used instead of VPN.

80 and **443** for Windows Updates.

On Date of Installation:

Installation of Refrigerated Locker Systems. Installation of Refrigerated Locker Systems will require You to supply the following additional requirements during installation. Appropriate equipment and labour is to be provided by You unless separate arrangement have been made with Click n Collect.

- (a) A forklift, crane or other appropriate machinery is required to remove lockers from container, lift onto base and lift roof into place.
- (b) A general contractor is required to drill mounting holes in concrete base and lock down with dyna bolts or equivalent, to lift and attach lightweight aluminium roof piece and/or to attach CCTV cameras to roof.
- (c) A refrigeration mechanic is required to remove Nitrogen gas loaded for shipping and replace with refrigerant gas.

Detailed information regarding Installation is in the Click n Collect Site Preparation and Installation Guide Manual.

Installation of Parcel Locker Systems. Installation of Parcel Locker Systems will require You to supply the following additional requirements during installation. Appropriate equipment and labour is to be provided by You unless separate arrangement have been made with Click n Collect.

- (d) A forklift, crane or other appropriate machinery is required to remove lockers from container, lift onto base and lift roof into place.
- (e) A general contractor is required to drill mounting holes in concrete base and lock down with dyna bolts or equivalent, to lift and attach lightweight aluminium roof piece and/or to attach CCTV cameras to roof.

Detailed information regarding Installation is in the Click n Collect Site Preparation and Installation Guide Manual.

Packing Material. You are responsible for disposing of all packing materials used to ship the Locker System, including crating, pallets and other shipping materials. Unless otherwise noted, packing removal is not part of this TCP. If You request that packing be removed, then extra charges will apply.

Schedule 2: Helpdesk

Overview. This schedule sets out the service levels applicable for the helpdesk support for Critical and Non-Critical Issues including, Resolution Times, Hours of Operation, contact details and escalation paths.

Response and Resolution Time. Issues raised through the Helpdesk shall be categorised as Critical Issues or Non-Critical Issues as defined in **Clause 4 (Definitions and Interpretations)**. Click n Collect shall ensure that its response to a request for Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the Issue including a Helpdesk ticket ID and Issue category, where practicable an initial diagnosis or action plan in relation to the reported Issue, and an anticipated timetable for action in relation to the Issue.

Logging and Escalating Critical and Non-Critical Issues. You will access the Helpdesk for Critical Issues differently than for Non-Critical Issues and do so as per this schedule:

For Critical Issues:	
Resolution Times:	Not more than two (2) Business Days for Critical Issues for Software. Same Critical Issues Resolution Time for Hardware only if Extended Warranty on Parts, and On-Site Labour Services have been elected and paid for, and Locker System is located in a serviced metropolitan area.
Helpdesk Hours of Operation:	24 hours each day of the year.
For Reporting of Critical Issues:	If in USA or Canada call: +1-833-659-2445 If in South America call: +1 833 659 2445 If in UK or Europe call: +44-800-060-8074 If in Middle East: +852 800-931 851 If in Africa: + 852 800 931 851 If in Asia call: +852-800-931-851 If in Australia Call: 1800-595-495 If in New Zealand Call: 800-032-092
If no timely Response or Resolution to a Critical Issue:	Call: +61 438 303 991, OR Call Helpdesk Manager: +61 455 444 609

For Non-Critical Issues:	
Resolution Times:	Not more than six (6) Business Days for Non-Critical Issues for Software. Same Non-Critical Resolution Time for Hardware if Extended Warranty on Parts, and On-Site Labour Services have been elected and paid for.
Helpdesk Hours of Operation:	Monday to Friday: 8:00 am to 6:00 pm Excluding Public Holidays
For Reporting of Non-Critical Issues:	Email to: Support@clickncollect.com
If no timely Response to a Non-Critical Issue:	If in USA or Canada call: +1-833-659-2445 If in South America call: +1 833 659 2445 If in UK or Europe call: +44-800-060-8074 If in Middle East: +852 800-931 851 If in Africa: + 852 800 931 851 If in Asia call: +852-800-931-851 If in Australia Call: 1800-595-495 If in New Zealand Call: 800-032-092
If no timely Resolution to a Non-Critical Issue:	Call: +61 438 303 991, OR Call Helpdesk Manager: +61 455 444 609