

FaktorTel Pty Ltd.
Master Services Agreement

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Introduction:

- A. FaktorTel is a supplier of telecommunications products and services.
- B. The customer wishes to resell the FaktorTel service through the use of the FaktorTel reseller portal.

1. Supply of Products and Services:

- 1.1. FaktorTel will provide the customer with services in accordance with the terms of this agreement.
- 1.2. FaktorTel represents and warrants that:
 - 1.2.1. The services will be rendered with due care and skill and diligence and that any materials supplied in connection with the services will be reasonably fit for the purpose for which they were supplied; and
 - 1.2.2. Each of the services will conform to its description as set out in this agreement.
- 1.3. The customer agrees and acknowledges that FaktorTel may change or replace the products or services at any time in its absolute discretion, provided that such change or replacement does not materially adversely affect the products or services issued to the customer.
- 1.4. The customer agrees and acknowledges that it will report any faults in the products or services to FaktorTel immediately upon such faults becoming known to the customer. FaktorTel will deal with all reported faults urgently and use its best endeavors to remedy those faults or cause them to be remedied.
- 1.5. Upon delivery of the products or services to the customer, the customer shall take full responsibility for the resupply, use and misuse of those products or services.
- 1.6. So that FaktorTel can allocate sufficient services to the customer, FaktorTel may request that the customer provide FaktorTel with its estimated capacity requirements. The customer acknowledges that any notification of its capacity requirements provided to FaktorTel less than

90 days in advance may prevent FaktorTel from securing sufficient capacity on its networks for the customer.

- 1.7. The customer agrees and acknowledges that if FaktorTel acquires products or services from a carrier or third party, the customer will comply with all reasonable directions of FaktorTel as is necessary for FaktorTel to comply with its obligations under any agreement with that carrier or third party.
- 1.8. FaktorTel may publish or refer to the customer as a customer of FaktorTel in any FaktorTel press release, marketing, sales or financial material or reports.
- 1.9. The customer acknowledges that the intellectual property rights in the products and services remain at all times owned by FaktorTel or its licensors.

2. Security

- 2.1. FaktorTel may require a security deposit for provision of services.
- 2.2. The security is a deposit for payment of charges and any other liability that the customer does not discharge in accordance with this agreement.
- 2.3. The customer agrees and acknowledges that any monies owing by the customer under this agreement may be claimed by FaktorTel from the security if the customer fails to pay any monies owing under this agreement in accordance with the payment terms and in such circumstances the customer must pay FaktorTel sufficient monies to replenish the security.
- 2.4. FaktorTel agrees to return the security to the customer upon expiry or termination of this agreement provided and only to the extent that the customer has first discharged all of its financial obligations under this agreement.

3. Payment and Payment Terms

- 3.1. The Charges will apply on and from the dates for commencement of the delivery of the Products or Services
- 3.2. The Customer agrees to pay the Charges at the rate and in the manner specified in the Product Service Orders / Service Schedule.

- 3.3. All fixed-price Products and Services must be paid for in advance. All usage-based Products and Services must be paid for in arrears.
- 3.4. All Charges must be paid within 7 days of FaktorTel issuing an invoice to the Customer unless otherwise specified in the service agreement. The Customer is not entitled to offset any amounts payable by it, whether under any other agreement, counterclaim or otherwise.
- 3.5. If the Customer disputes the whole or any portion of the amount claimed in an invoice submitted by FaktorTel, the Customer shall pay the undisputed amount claimed and shall notify FaktorTel in writing (within 14 days of receipt of the invoice) of the reasons for disputing the invoice. If the parties cannot come to an agreement in relation to the disputed amounts within 21 days of notification in writing by the Customer to FaktorTel of the disputed amounts in accordance with this subclause, the parties shall attempt to resolve the dispute via the dispute resolution procedure set out in clause 19 herein.
- 3.6. The Charges are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of the Products and Services. Without limiting the foregoing, the Customer shall be liable for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the Products and Services.
- 3.7. Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.
- 3.8. In addition to paying the Charges and any other amount payable under or in connection with this Agreement (which is exclusive of GST), the Customer will:
- 3.8.1. pay to FaktorTel an amount equal to any GST payable for any supply by FaktorTel in respect of which the Charges or other amount is payable under this agreement; and
- 3.8.2. make such payment on the date when the Charges or other amounts to which it relates is due.
- 3.9. Without limitation to any other rights or remedies of FaktorTel, if the Customer fails to pay any amount payable by it under this agreement, FaktorTel shall be entitled, but not obliged, to:
- 3.9.1. suspend the provision of the Services upon giving the Customer 5 days written notice (and charge a reconnection fee equal to 1 months' Charges if the Customer pays the outstanding Charges, such payment not to limit FaktorTel' rights to terminate this Agreement for non-payment); and/or
- 3.9.2. continue to charge the Customer for the Services for the remainder of the Term of this Agreement (whether or not they are suspended in accordance with subclause (a)); and/or terminate this Agreement in accordance with clause 11; and/or

3.9.3. charge the Customer interest on the overdue amount, payable by the Customer forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 20% per annum.

4. End Users:

- 4.1. The customers of the Customer (“End Users”) are the sole liability of the Customer and the Customer hereby agrees and acknowledges that any misuse of the Products or Services conducted by the Customer or any End Users, and any billing, disputes and support matters relating to the End Users shall be the sole responsibility of the Customer. The Customer also agrees to indemnify FaktorTel in relation to any claims, threats or action, including without limitation for breach of copyright or the transmission of illegal or offensive or obscene, threatening or abusive data or for loss or damages claimed in any court or tribunal or other judicial body as a result of the negligent, fraudulent, criminal, illegal or other wrongful usage by the Customer or End Users of the Products or Services, or any negligence of the Customer or End Users.
- 4.2. The Customer agrees to indemnify FaktorTel in respect of any claims brought by End Users against FaktorTel in respect of the performance or non-performance of the Products or Services.
- 4.3. FaktorTel shall not be liable for any loss or damage suffered by any End Users including loss or damage to any Customer or End User equipment directly or indirectly connected to FaktorTel’ network.

5. Insurance

- 5.1. The Customer must take out and maintain all insurance policies relevant to the Customer’s business.

6. Confidentiality

- 6.1. A Party will not, without the prior written approval of the other Party, disclose the other Party's Confidential Information.
- 6.2. A Party will not be in breach of subclause 6.1 in circumstances where it is legally compelled to disclose the other Party's Confidential Information.
- 6.3. Each Party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.
- 6.4. Notwithstanding any other provision of this clause, a Party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its lawyers on condition that its lawyers maintain the confidentiality as specified herein.

7. Rights Not To Be Assigned

- 7.1. Either party may assign or novate or otherwise transfer all or any part of its rights or obligations under this Agreement at any time, provided that a party provides written notice of such assignment to the other party within 45 days of the assignment.

8. Liability And Indemnity

- 8.1. Each party excludes all liability to the other party in respect of any or any indirect, special or consequential losses (including but not limited to loss of profits or loss of revenue) however caused in connection with this Agreement, and to the maximum extent permitted by law, each party limits its direct liability to the other party to the total Charges payable under this Agreement.
- 8.2. FaktorTel will indemnify the Customer and its representatives against all losses, damages, liabilities, claims and expenses (including, but not limited to legal costs on a solicitor and own client basis) whatsoever incurred by the Customer arising out of or in connection with:
 - 8.2.1.any breach by FaktorTel of any of the representations or warranties in this agreement;
 - 8.2.2.any breach by FaktorTel of any applicable laws;
 - 8.2.3.any other breach by FaktorTel of this Agreement; and
 - 8.2.4.any injury to persons, and any loss or damage to the Customer's or a third party's property, real or personal, cause by an act or omission of FaktorTel or its representatives, except to the extent that FaktorTel establishes the loss, damage, liability, claim or expense is directly attributable to the negligent or wrongful act of the Customer or its representatives.

- 8.3. The Customer shall at all times indemnify and hold harmless FaktorTel and its officers, employees and agents (“those indemnified”) from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:
- 8.3.1.a breach by the Customer of its obligations under this Agreement; or
 - 8.3.2.any wilful, unlawful or negligent act or omission of the Customer.
- 8.4. The aggregate liability of a party to the other party (whether for breach of this Agreement, in negligence or otherwise) under or in relation to this Agreement is limited to the total Charges payable under this Agreement.

9. Termination and Expiry

- 9.1. Upon expiry of this Agreement, it shall automatically renew (and all current Service Orders and Service Schedules shall be renewed) for successive periods of 30 days until either Party gives 14 days notice that it wishes to terminate this Agreement.
- 9.2. The Customer may terminate this Agreement during the Term if:
- 9.2.1.FaktorTel is in material breach of its obligations herein and such breach is not remedied within 14 days of FaktorTel being notified of the breach;
 - 9.2.2.FaktorTel is unable to provide the Services due to a Force Majeure Event, for a period of more than 30 days;
 - 9.2.3.FaktorTel fails to obtain or renew or is in breach (as the case may be) of any law, regulation, licence, permit or directive of any competent authority; or
 - 9.2.4.FaktorTel fails to meet the then current service levels in any consecutive three (3) month period or four (4) times in any twelve (12) month period.
- 9.3. Without limiting the generality of any other clause in this Agreement, FaktorTel may terminate this Agreement immediately by notice in writing during the Term if:
- 9.3.1.the Customer is in breach of any term of this Agreement and such breach is not remedied within 14 days of the Customer being notified of the breach;
 - 9.3.2.the Customer or its End Users remain in breach of the acceptable use policies or other policies of FaktorTel provided by FaktorTel from time to time after notification of such breach;

- 9.3.3.the Customer suffers or threatens to suffer an Insolvency Event or has a change in control of more than 49% of its shareholding;
 - 9.3.4.the Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
 - 9.3.5.the Customer, being a natural person, dies;
 - 9.3.6.the Customer or its End Users fails to obtain or renew or are in breach (as the case may be) of any law, regulation, licence, permit or directive of any competent authority;
 - 9.3.7.the Customer ceases or threatens to cease conducting its business in the normal manner;
 - 9.3.8.if a supplier of services or products to FaktorTel suspends, cancels, terminates or does not renew its supply of products or services to FaktorTel (through no fault of FaktorTel), and as a result, impairs or prevents FaktorTel from delivering the Products or Services;
 - 9.3.9.any permit, licence or consent required for the provision of the Products or Services
 - 9.3.10. cannot reasonably be obtained by FaktorTel; or
 - 9.3.11. a Force Majeure Event occurs for more than 30 days.
- 9.4. If notice is given to the Customer FaktorTel may, in addition to terminating the Agreement:
- 9.4.1.retain any moneys paid;
 - 9.4.2.charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
 - 9.4.3.be regarded as discharged from any further obligations under this Agreement;
 - 9.4.4.be entitled to payment of all and any monies owing by the Customer to FaktorTel under this Agreement within 7 days;
 - 9.4.5.be entitled to the return of any Products or Services or Confidential Information or materials of FaktorTel in the possession of the Customer or any customer or End User of the Customer within 7 days;
 - 9.4.6.repossess and/or resell any Products in respect of which the Customer has not paid FaktorTel in full (and gain access to the Customer's premises for this purpose); and
 - 9.4.7.pursue any additional or alternative remedies provided by law or equity.
- 9.5. In addition to the remedies, and without limitation to any other rights and remedies of FaktorTel, if:

- 9.5.1. this Agreement is terminated during the Term by the Customer (other than in accordance with subclause 2); or
- 9.5.2. this Agreement is terminated by FaktorTel as a result of the matters specified in subclause 9.3.1 through 9.3.11,
- 9.6. FaktorTel may charge a cancellation fee calculated by multiplying the number of months remaining in the term by the average fixed and variable monthly Charges. The Parties agree FaktorTel – Master Services that this is not a penalty but an accurate estimate of the loss and damage that FaktorTel will suffer as a result of early termination of this Agreement for which the Customer will be liable.
- 9.7. The Customer acknowledges that FaktorTel shall obtain capacity to provide the Products and Services based on the agreed Service Orders, which may include obtaining capacity from third parties. The Customer further acknowledges that FaktorTel will suffer loss and damage which it will hold the Customer accountable for and which the Customer will be liable for if the Customer wishes to vary or cancel the capacity specified in the Service Order during the Term.
- 9.8. The Customer also agrees and acknowledges to indemnify FaktorTel in respect of any third party charges payable by FaktorTel under any third party contract as a result of any cancellation, variation or special or once-off charges resulting from the variation or termination or re-initiation of Services or Products of the Customer or its End Users.

10. Implied Terms

- 10.1. Any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.
- 10.2. Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement. However, the liability of FaktorTel for any breach of such condition or warranty shall be limited, at the option of FaktorTel, to one or more of the following:
- 10.2.1. if the breach relates to goods:
- 10.2.1.1. the replacement of the goods or the supply of equivalent goods;
 - 10.2.1.2. the repair of such goods;
 - 10.2.1.3. the payment of the cost of replacing the goods or of acquiring equivalent
- 10.2.2. goods; or
- 10.2.2.1. the payment of the cost of having the Products repaired; and
 - 10.2.2.2. if the breach relates to services:
 - 10.2.2.3. the supplying of the services again; or
 - 10.2.2.4. the payment of the cost of having the services supplied again.

- 10.3. The Customer acknowledges that to the extent FaktorTel has made any representation, which is not otherwise expressly stated in this Agreement, the Customer has been provided with an opportunity to independently verify the accuracy of that representation.

11. GST and Claims

- 11.1. If a payment to satisfy a claim or a right to claim under or in connection with this Agreement (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of any warranty or for an indemnity or for reimbursement of any expense) gives rise to a liability to pay GST, the payer must also pay, and indemnify the payee against, the amount of that GST.
- 11.2. If a Party has a claim under or in connection with this Agreement for a cost on which that Party must pay GST, the claim is for the cost plus all GST (except any GST for which that Party is entitled to an input tax credit).
- 11.3. If a Party has a claim under or in connection with this Agreement and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

12. Force Majeure

- 12.1. FaktorTel will not be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to a Force Majeure Event.
- 12.2. If a delay or failure of FaktorTel to perform its obligations is caused or anticipated due to a Force Majeure Event, the performance of FaktorTel' obligations will be suspended.
- 12.3. If a delay or failure by FaktorTel to perform its obligations due to a Force Majeure Event exceeds thirty (30) Business Days, FaktorTel may immediately terminate the Agreement on providing notice in writing to the other Party without liability and the provisions of clause 9.4 shall apply.

13. Failure to enforce not to affect validity

- 13.1. The failure of FaktorTel at any time to enforce any of the provisions of this Agreement or any rights in respect hereto or to exercise any election herein provided will not be a waiver of those provisions, rights or elections or affect the validity of this Agreement.

14. Notices

- 14.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:
 - 14.1.1. delivered personally;
 - 14.1.2. sent by pre-paid mail to the address of the addressee specified in this Agreement; or
 - 14.1.3. sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.
- 14.2. A notice or other communication is taken to have been given:
 - 14.2.1. If delivered personally, immediately upon delivery;
 - 14.2.2. if mailed, on the second Business Day after posting; or
 - 14.2.3. if sent by facsimile before 2 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- 14.3. A party may change its address for service by giving notice of that change in writing to the other parties.

15. Waiver or Variation

- 15.1. FaktorTel' failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 15.2. The exercise of a power or right does not preclude:
 - 15.2.1. its future exercise; or
 - 15.2.2. the exercise of any other power or right.
- 15.3. The variation or waiver of a provision of this Agreement or FaktorTel' consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

16. Subcontractors

- 16.1. FaktorTel may sub-contract for the performance of this Agreement in FaktorTel' absolute discretion.
- 16.2. FaktorTel may, without the consent of the Customer, engage individuals on a sub-contract or consultancy basis, whether or not operating under a corporate structure, to assist in

the provision of the Products or the Services. FaktorTel acknowledges and agrees that its entry into any sub-contract will not relieve FaktorTel from any liability for the performance of any obligations under this Agreement and that FaktorTel will be responsible and liable for all acts and omissions of the sub-contractor.

17. Disputes

- 17.1. Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the Parties or their representatives will be submitted to arbitration in accordance with the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators and Mediators Australia (or such other equivalent rules in force by that organisation). During such arbitration, both Parties may be legally represented.
- 17.2. Prior to referring a matter to arbitration pursuant to subclause 19.1, the Parties will:
- 17.2.1. in good faith, attempt to resolve the dispute within five (5) Business Days (or such other period as is agreed between the Parties); and
- 17.2.2. in good faith explore the prospect of mediation.
- 17.3. Nothing in this clause 19 shall prevent any Party from seeking injunctive relief from a Court at any time.

18. Cooperation

- 18.1. Each Party will sign all documents and do all things necessary or desirable to give effect to this Agreement and will procure its officers, employees and agents to declare, make or sign all documents and do all things necessary or desirable to give full effect to this Agreement.
- 18.2. Each Party will pay its own costs in relation to the preparation, negotiation and execution of this Agreement.
- 18.3. In addition to and notwithstanding any other obligation under this Agreement, each Party will:
- 18.3.1. to the extent practical, cooperate with the other Party in the pursuit of the other Party's business objectives relevant to this Agreement; and
- 18.3.2. as soon as practicable consult with the other Party on any matter arising which may materially affect the performance by the first mentioned Party of its obligations under this Agreement.
- 18.4. Notwithstanding any other provision of this Agreement, the Customer agrees to follow any procedures and directions and technical specifications notified by FaktorTel to the Customer regarding the use of the Products or Services from time to time, which the Customer

agrees to notify to any other person or persons or entity immediately upon direction by FaktorTel. The Customer also agrees to provide full, safe and unfettered access to all systems and premises as is required by FaktorTel in order to facilitate the provision of the Products or Services.

19. Governing Law and Jurisdiction

- 19.1. This Agreement is governed by the laws of Queensland.
- 19.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

20. Further Assistance

- 20.1. Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement. Each Party acknowledges that it has obtained legal advice, or had the opportunity to obtain legal advice, in connection with this Agreement. The parties also agree to pay their own legal costs relating to this Agreement.

21. Counterparts

- 21.1. This Agreement may be executed in counterparts. Where this Agreement is executed in counterparts by the respective Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged.

22. Whole Agreement

- 22.1. In relation to the subject matter of this Agreement:
 - 22.1.1. this Agreement is the whole agreement between the parties; and
 - 22.1.2. this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

23. No Reliance On Warranties and Representations

- 23.1. In entering into this Agreement, each party:
- 23.1.1. has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and
 - 23.1.2. has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

24. Survivability

- 24.1. Subject to any provision to the contrary, this Agreement will enure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers but will not enure to the benefit of any other persons.
- 24.2. The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of this Agreement will remain in full force and effect following the expiration of this Agreement.
- 24.3. Each indemnity in this Agreement survives the expiry or termination of this document.

25. Severance

26. If any part of this Agreement is legally unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

27. No Merger

- 27.1. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that FaktorTel may have against the Customer or any other person at any time.

28. Consents and Approvals

- 28.1. Where this Agreement gives FaktorTel a right or power to consent or approve in relation to a matter under this Agreement, FaktorTel may withhold any consent or approval or give consent or approval conditionally or unconditionally and in its absolute discretion. The party

seeking consent or approval must comply with any conditions FaktorTel imposes on its consent or approval.

- 28.2. The Customer warrants it has and will maintain the power and authority and has obtained and will comply with all necessary licenses and consents, necessary for it to enter into this FaktorTel – Master Services Agreement

29. Relationship

- 29.1. The parties agree that this Agreement does not create any relationship of partnership or employment, franchise, joint venture or agency.

30. Interpretation

In this Agreement, unless otherwise indicated by the context:

(a) Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Gold Coast, Queensland;

(b) Agreement means this Master Services Agreement and its Schedules (including any Service Schedules and Service Orders agreed upon from time to time by the Parties);

(c) Charges means the fees payable by the Customer to FaktorTel, based on the prices and rates set out in the Service Schedules and the Service Orders;

(d) Confidential Information means the confidential information of a Party which relates to the subject matter of this Agreement;

(e) End Users means the customers of the Customer;

(f) Force Majeure Event means any occurrence or omission as a direct or indirect result of which FaktorTel is prevented from or delayed in performing any of its obligations under this Agreement and that is beyond the reasonable control of FaktorTel, including forces of nature, any act of God, fire, storm, explosion, strike, lockout, industrial action or action or inaction by a government agency, or any unscheduled emergency maintenance of the Products or Services or any fault in any telecommunications network or any acts or omissions of any supplier to FaktorTel or any other events beyond the reasonable control of FaktorTel;

(g) GST means: (a) the same as in the GST Law; (b) any other goods and services tax, or any tax applying to this transaction in a similar way; and (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax;

(h) GST Law means the same as "GST law" in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

(i) Insolvency Event means in relation to a party:

(i) a receiver, receiver and manager, trustee, administrator, other controller (as defined in the Corporations Act 2001 (Cth) or similar official is appointed over any of the assets or undertakings of the other party;

(ii) the party suspends payment of its debts generally;

(iii) the party is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the Corporations Act 2001 (Cth);

(iv) the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;

(v) the party ceases to carry on business or threatens to cease to carry on business;

(vi) a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator; or

(vii) an application or order is made for the winding up or dissolution of the other party, or a resolution is passed, or any steps are taken to pass a resolution, for the winding up or dissolution of the other party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the first party;

(j) Party or party means either the Customer or FaktorTel as the context dictates and includes a permitted substitute or permitted assign of each entity (and in the case of FaktorTel, any Related bodies corporate as defined in Section 50 of the Corporations Act 2001 (Cth);

(k) Payment Terms are the agreed terms and conditions for payment of the Charges as specified in clause 4 and in agreed Service Orders and Service Schedules;

(l) Product means a product which is made available by FaktorTel to the Customer pursuant to this Agreement, more particularly as specified in the Service Schedules and Service Orders and includes without limitation any equipment, wires, cables, ports, switches, routers, cabinets, racks and any other hardware and telecommunications equipment;

(m) Security means as specified in Service Orders or Service Schedules;

(n) Service means a service which is made available by FaktorTel to the Customer pursuant to this Agreement, more particularly as specified in the Service Schedules and Service Orders;

(o) Term means a period of 2 years from the date of this Agreement; or as specified in the service agreement or order.

In this Agreement, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Agreement;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- (d) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (h) a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;
- (i) the words "include", "includes", "included", "including" and similar are not words of limitation;
- (j) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
- (k) a reference to a body, whether statutory or not;
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body; is a reference to the body which replaces it or which substantially succeeds to its powers or functions.