

This Service Schedule, the Framework Agreement Terms and the Agreement Schedule together form the Service Agreement between Yurika Metering and the Customer.

Service Schedule – Multi Utility Metering Services

1. Acceptance and Term

- (a) The Service Agreement commences on the Commencement Date.
- (b) Notwithstanding clause 1(a), the obligation to provide the Services under the Service Agreement with respect to a Site commences on the date Yurika has procured such installations and commissioning of the Sub-Metering Equipment as is necessary in order to provide the relevant Services (**Effective Date**).
- (c) The Customer acknowledges that Yurika's obligation to provide:
 - (i) Electricity Sub-Metering Services in respect of Sites in non-NEM locations;
 - (ii) Water Sub-Metering Services; and
 - (iii) Gas Sub-Metering Services,
 may be subject to:
 - (iv) Yurika obtaining and maintaining (at the Customer's cost) authorisation from third parties (such as utility providers) to access metering data or Yurika having the benefit of an agreement with a third party for it to provide the metering data to Yurika; or
 - (v) In respect of Water Sub-Metering Services or Gas Sub-Metering Services, Yurika obtaining the utility providers' (or other third parties') approval and involvement to provide a pulse output from the existing water or gas revenue meter or the replacement of the existing meter with a meter that can provide a pulse output, and the Customer will take all necessary steps to assist Yurika in obtaining access to metering data or a pulse output.
- (d) The Service Fee with respect to a Site will only be payable by the Customer from the Effective Date.
- (e) If the Effective Date occurs with respect to a Site, the Service Agreement will continue with respect to that Site for the Initial Term as specified in the Multi Utility Metering Services section of the Agreement Schedule (**Initial Term**).
- (f) The Customer has an option to extend the term of the Service Agreement for a further period of five years after the end of the Initial Term (**Further Term**) exercisable by giving written notice to Yurika before the expiry of the Initial Term, and in accordance with the following conditions:
 - (i) the same terms and conditions as the Service Agreement will apply to the Further Term, except as to the Service Fee;
 - (ii) an Upfront Capital Contribution will not apply to the Further Term;
 - (iii) the parties will use their best endeavours to agree on the Service Fee to apply for the Further Term; and
 - (iv) if the parties cannot agree on the Service Fee for the Further Term before the commencement of the Further Term or if the option to extend is not exercised by the Customer, then the Service Agreement will not be extended for the Further Term but will continue to operate on a monthly basis until terminated by either party on one month's written notice to the other party.
- (g) The Customer must promptly notify Yurika:
 - (i) if there is a change of owner or occupier of a Site and the new owner or occupier is responsible for payment of the electricity, water or gas charges (as appropriate) in respect of the Site; and
 - (ii) provide details of the date when the change of ownership or occupation took effect.
- (h) The Customer may, by prior notice (given either directly by the Customer or through its Approved Person) in the form prescribed by Yurika and payment of the relevant Exit Fee to Yurika, request to cease the Services referable to a Site from the Service Agreement at any time before the End of Initial Term (**Roll-out Notice**).
- (i) Subject to clause 1(g), where Integrated Service or Managed Service – Customer Owned Asset is applicable, the Exit Fee is waived where the Customer requests the cessation of such Services in circumstances where:
 - (i) the Customer sells, or permanently vacates or shuts down a Site on which Sub-Metering Equipment is located; or
 - (ii) the business of the Customer carried on at that Site and which utilised Sub-Metering Equipment has ceased.
- (j) If all Sites and Customer Equipment are removed from the Service Agreement, then the Service Agreement will expire immediately.

- (k) If the Customer wishes to add one or more new Sites to the Service Agreement, the Customer may issue a written request to Yurika in the form prescribed by Yurika specifying the required Services to be provided at the Site(s), the address for each Site and any other details that Yurika requires to identify the proposed Site (**Roll-in Request**).
 - (l) Within 14 days of receipt of a Roll-out Notice or Roll-in Request, Yurika must:
 - (i) confirm the removal of the Site(s) under a Roll-out Notice; or
 - (ii) advise the Customer in writing whether it agrees to add any or all of the Sites specified in the Roll-in Request to the Service Agreement, by countersigning the Roll-out Notice or Roll-in Request (as the case may be).
 - (m) Where Managed Service - Customer Owned Asset is applicable in respect of Electricity Sub-Metering Services, if the Customer notifies Yurika that it does not accept the Replacement Charge notified by Yurika to replace defective Sub-Metering Equipment at a Site, the Customer will be deemed to have issued a notice pursuant to clause 1(h) and that Site will be excised from this Agreement and an Exit Fee will be payable by the Customer.
- 2. Payment Terms**
- (a) Subject to clause 2(b)(i), Yurika will invoice the Customer for the Service Fee. Any such invoices will be issued monthly in arrears in respect of each month (or part month) following the Effective Date.
 - (b) In respect of Electricity Sub-Metering Services:
 - (i) Yurika may (at its option) arrange with the Retailer(s) of Choice to invoice the Customer for the Service Fee with charges for electricity, metering and related services under the Customer's electricity supply agreement with the Retailer(s) of Choice for the Site(s); and
 - (ii) If the Retailer of Choice revokes the right for Yurika to invoice the Customer in accordance with clause 2(b)(i), Yurika will invoice the Customer in accordance with clause 2(a) and the Customer must supply all information reasonably required by Yurika to facilitate such invoicing.
 - (c) Yurika (if the Approved Person so requires) may
 - arrange for any Data Analysis Service Fee to be passed to the Customer:
 - (i) through Yurika's invoice under clause 2(a), together with the Service Fee; or
 - (ii) under clause 2(b)(i) through the Retailer of Choice, together with the Service Fee.
 - (d) The Customer agrees to pay the Service Fee (and if applicable, the Data Analysis Service Fee and the Exit Fee) and any GST amount applicable to:
 - (i) Yurika if clause 2(c)(i) applies, within 30 days of the date of invoice; or
 - (ii) the Retailer(s) of Choice if clause **Error! Reference source not found.** applies.
 - (e) If an Upfront Capital Contribution is specified in the Multi Utility Metering Services section of the Agreement Schedule, then either:
 - (i) following the installation of the Sub-Metering Equipment by Yurika, Yurika will issue an invoice direct to the Customer for the Upfront Capital Contribution amount and any GST amount applicable; or
 - (ii) if the Customer elects to install the Sub-Metering Equipment, following delivery by Yurika of the Sub-Metering Equipment, Yurika will issue and invoice direct to the Customer for the Upfront Capital Contribution amount and any GST amount applicable,
 and the Customer will pay the amount invoiced within 30 days of the date of the invoice.
 - (f) At the End of Initial Term, or at any time during the Further Term, where Managed Service is applicable in respect of Electricity Sub-Metering Services, the Customer will be entitled, by notice to Yurika, to request the transfer of Sub-Metering Equipment to the Customer. Yurika will negotiate in good faith in relation to the transfer price for the Sub-Metering Equipment, but in no case will the Customer pay more than the written down value of that equipment.
 - (g) Where Managed Service - Customer Owned Asset is applicable in respect of Electricity Sub-Metering Services, if the Customer accepts the Replacement Charge to replace defective Sub-Metering Equipment at a Site:
 - (i) Yurika will issue an invoice direct to the Customer for the Replacement Charge and any

GST amount applicable; and

- (ii) the Customer will pay the amount invoiced within 30 days of the date of the invoice.

3. EMP Multi Plus

- (a) EMP Multi Plus is Yurika's proprietary Energy Monitoring Program software which is required to be used by the Customer to enable Yurika's provision of certain of the Services.
- (b) If EMP Multi Plus is nominated as a Service, Yurika grants to the Customer a licence to use EMP Multi Plus on the terms and conditions of the Software Licence Agreement provided to the Customer.

4. Title and Property

- (a) Where the Customer has paid the Upfront Capital Contribution or the transfer price under clause 2(f), referable to particular Sub-Metering Equipment, that Sub-Metering Equipment will be the property of the Customer.
- (b) In all other cases, the Sub-Metering Equipment remains the sole title and property of Yurika, and nothing done by Yurika or the Customer will cause title or property in that Sub-Metering Equipment to pass to the Customer or to any other person, except as expressly provided for in the Service Agreement.

5. Access

- (a) The Customer grants to Yurika safe, convenient and unhindered access to the Site(s), any Customer Equipment and the Sub-Metering Equipment as reasonably required by Yurika to allow Yurika to exercise its rights or to comply with its obligations under the Service Agreement. Such access will continue following the cessation of Services and expiry or termination of the Service Agreement for a period of twenty-eight (28) days after such cessation, expiry or termination.
- (b) If performance by Yurika of the Service Agreement has an adverse impact on the Customer's commercial operations (including any Customer Equipment), Yurika and the Customer will use all reasonable endeavours to coordinate their actions so that the adverse impacts are eliminated, or minimised if they cannot be eliminated. In no circumstances (other than wilful default or fraud) is Yurika liable to the Customer for any costs or expenses arising from such adverse impact.
- (c) The Customer must take reasonable measures to

protect the Sub-Metering Equipment. If the Sub-Metering Equipment is damaged or destroyed (other than by wear and tear in the normal course of use), the Customer must:

- (i) immediately report the damage or destruction to Yurika by notice in writing specifying the Sub-Metering Equipment which has been damaged or destroyed; and
- (ii) in the case where Yurika retains sole title and property in accordance with clause 4(b), pay to Yurika (if demanded) the reasonable cost to Yurika of repairing or replacing (at Yurika's option) that part of the Sub-Metering Equipment which has been damaged or destroyed.

- (d) If Yurika is required to pay a fee or charge to a third party in order to exercise its right to access the Site(s) and the Sub-Metering Equipment under clause 5(a), the Customer agrees to reimburse Yurika within 21 days of the date of any invoice issued by Yurika for the relevant fee or charge.

6. Sub-Metering Equipment Warranty

- (a) Yurika warrants that the Sub-Metering Equipment is fit for purpose and that Yurika is not aware of any defects or deficiencies in the Sub-Metering Equipment which Yurika has not disclosed to the Customer in writing.
- (b) In the case where Yurika does not retain sole title and property in accordance with clause 4(b), Yurika agrees to repair or replace (at its discretion) Sub-Metering Equipment where the Sub-Metering Equipment is faulty (other than by wear and tear in the normal course of use), within 12 months (**Warranty Period**) following installation of the Sub-Metering Equipment, unless such a fault is caused by any or all of the following:
 - (i) the Customer's vandalism or wilful damage;
 - (ii) an act of nature;
 - (iii) by the Customer Equipment;
 - (iv) any seals on the Sub-Metering Equipment have been tampered with or broken by any person;
 - (v) unauthorised access and/or modification of the Sub-Metering Equipment; or
 - (vi) a power surge from an unprotected circuit at the Site.

- (c) Notwithstanding clause (b), the Customer

acknowledges that any Sub-Metering Equipment replaced or repaired under this Agreement will be subject to the balance of the original Warranty Period.

7. Site Facilities and Customer Equipment

- (a) The Customer will, without cost to Yurika, maintain and provide such supplies of electricity to each Site as may be necessary for Yurika to perform its obligations in accordance with the Service Agreement.
- (b) The Customer warrants that the Customer Equipment is in good and serviceable condition and that the Customer is not aware of any defects or deficiencies in the Customer Equipment which the Customer has not disclosed to Yurika in writing.

8. Privacy

- (a) This clause 8 applies in addition to the provisions relating to Privacy set out in the Framework Agreement.
- (b) Unless stated otherwise in the Agreement Schedule, the Customer acknowledges that the provision of the Services does not require collection of Personal Information.

9. Intellectual Property

- (a) This clause 9 applies in addition to the provisions relating to Intellectual Property Rights set out in the Framework Agreement.
- (b) The Customer warrants that the Customer Equipment and any designs, materials or documents relating to the Customer Equipment do not infringe any Intellectual Property Rights of a third party and that the Customer has full right and authority to agree to the terms of the Service Agreement.

10. Liability

- (a) **When Yurika not liable** - Except for the liability Yurika accepts under this clause 10, all other liability of Yurika, to the Customer or any third party, for breach of contract, negligence or breach of any other law, is excluded.
- (b) **Liabilities that cannot lawfully be excluded** - For any liability that cannot lawfully be excluded, Yurika's liability is limited to, at Yurika's option:
 - (i) if the breach relates to services:
 - (A) the supplying of the services again;

or

- (B) the payment of the cost of having the services supplied again; or
- (ii) if the breach relates to goods:
- (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired.

- (c) Subject to this clause 10, to the extent permitted by law, Yurika's total liability to the Customer for any loss or damage suffered by the Customer due to Yurika's negligence, breach of contract, breach of any agreement or otherwise is limited to the total amount of the Service Fees and (if applicable) the Upfront Capital Contribution payable by the Customer to Yurika under the Service Agreement from the Commencement Date to the End of Initial Term.
- (d) Subject to this clause 10, to the extent permitted by law, Yurika will not be liable to the Customer or any other person for any Consequential Loss.
- (e) The Data Analysis Service is provided by the Approved Person pursuant to a contract between the Approved Person and the Customer. Yurika does not provide the Data Analysis Service. Therefore, to the full extent permitted by law, Yurika excludes all terms, conditions, warranties, representations, liability, cost, damage, loss, expense in relation to the Data Analysis Service.

11. Termination

- (a) A party (**First Party**) may terminate the Service Agreement at any time and (except as otherwise stated) immediately upon giving written notice to the other party if the other party:
 - (i) breaches any substantive term of the Service Agreement and:
 - (A) (if the breach is capable of remedy) fails to remedy the breach within 10 Business Days after receiving notice from the First Party in writing specifying the breach and requiring it to remedy same; or

- (B) (if the breach cannot be remedied) fails to take steps to prevent the recurrence of the breach to the reasonable satisfaction of the First Party; or
- (ii) becomes insolvent as defined in section 95A(2) of the Corporations Act.
- (b) In addition to its rights under clause 11(a), Yurika may, where the Customer fails to make payment for Services by the due date for payment, suspend the provision of Services until such time as payment of overdue amounts has been received.
- (c) On termination or expiry of the Service Agreement, (either as a whole or as to particular Sites) the Customer must arrange for the return of the relevant Sub-Metering Equipment to Yurika if, pursuant to clause 3.2, title to such equipment is held by Yurika.
- (d) If the Customer does not promptly arrange for the return of the Sub-Metering Equipment under clause 11(c), Yurika and its authorised agents (both before and after the period contemplated by clause 4.1) are entitled to enter the Site(s) and recover the Sub-Metering Equipment. The Customer indemnifies Yurika and its agents for any loss (excluding any consequential loss), direct damage or reasonable expense incurred by Yurika as a result of reasonable actions taken by Yurika and its agents under this clause 11(d).

12. Change in Regulatory Requirements

- (a) If there is a change to any Regulatory Requirements which results in Yurika being unable to perform all or any of its obligations under the Service Agreement or being in breach of those Regulatory Requirements, Yurika may serve a written notice on the Customer varying the terms of the Service Agreement to the extent necessary to address such changes.
- (b) If the nature of the change in the Regulatory Requirements prevents Yurika from providing any Service or a substantial part of a Service which in the Customer's sole opinion was (and is) fundamental to the Customer entering and continuing the Service Agreement, the Customer may excise that Service from the Service Agreement by giving 30 days' notice to Yurika.
- (c) Neither party will have any liability to the other party where the Customer removes any Service

from the Service Agreement under clause 12(b).

13. Customer warranty

- (a) The Customer warrants that:
 - (i) entering into or performing the Service Agreement will not be in breach of any contractual or other obligations owed to any third party; and
 - (ii) it has the rights to allow Yurika to install, access, maintain and remove all Sub-Metering Equipment.
- (b) The Customer indemnifies Yurika from any loss incurred from a breach of this clause.

14. Acknowledgments

The Customer acknowledges that Yurika is not responsible for the accuracy of the data that is transferred from the Customer Equipment to the Sub-Metering Equipment under this Agreement.

15. Definitions

In the Service Agreement, except where the context otherwise requires, words have the meanings given in the Schedule (Dictionary) to the Framework Agreement or as set out below:

Approved Person means the person nominated by the Customer and specified in the Multi Utility Metering Services section of the Agreement Schedule or as advised to Yurika by the Customer from time to time to receive the Customer's basic electricity utilisation data via the Data Transfer Service.

Commencement Date means the date on which the Customer executes the Agreement Schedule.

Customer Equipment means the equipment owned by the Customer which may connect to or affect the Sub-Metering Equipment and includes any third party equipment at the Site which is owned, installed, operated or maintained by third parties, including but not limited to electricity, gas and water utility equipment.

Data Analysis Service means a service provided (other than under the Service Agreement) by the Approved Person to the Customer by which the Approved Person conducts analysis and provides reports to the Customer using electricity, water or gas utilisation data transferred to the Approved Person by Yurika.

Data Analysis Service Fee means the fee (if any) specified in the Multi Utility Metering Services section of the Agreement Schedule for the Data Analysis Service charged

by the Approved Person under a contract between the Customer and the Approved Person, and as may be varied from time to time under the terms of that contract.

Data Transfer Service (DTS) means the electronic transfer of basic electricity, gas or water utilisation data by Yurika to an Approved Person to process such data on behalf of the Customer.

Effective Date has the meaning given in clause 1(b).

Electricity Sub-Metering Equipment means the equipment for the measurement of electricity utilisation specified in the Multi Utility Metering Services section of the Agreement Schedule.

Electricity Sub-Metering Services means the Electricity Sub-Metering Equipment services to be provided by Yurika in respect of the Customer's Site(s), as designated in the Multi Utility Metering Services section of the Agreement Schedule.

End of Initial Term means the end date as determined from the Effective Date for the Initial Term of the Service Agreement.

EMP means Energy Monitoring Program.

Energy Monitoring Program Plus (EMP Multi Plus) means Yurika's energy monitoring software named EMP Multi Plus which provides the Customer with a medium to view its electricity utilisation data or carry out a range of functions, such as load profile and bill estimation.

Exit Fee means the fee specified in the Multi Utility Metering Services section of the Agreement Schedule.

Further Term has the meaning given to it in clause 1(f).

Gas Sub-Metering Equipment means the equipment for the measurement of gas utilisation specified in the Multi Utility Metering Services section of the Agreement Schedule.

Gas Sub-Metering Services means the Gas Sub-Metering Equipment services to be provided by Yurika in respect of the Customer's Site(s), as designated in the Multi Utility Metering Services section of the Agreement Schedule.

Initial Term has the meaning given to it in clause 1(e).

Integrated Services means the Electricity Sub-Metering Service(s) as set out in Appendix A of the Agreement Schedule.

Managed Service means the Electricity Sub-Metering Service(s) selected in Appendix A (if applicable) of the Agreement Schedule.

Managed Service - Customer Owned Asset means the Electricity Sub-Metering Service(s) selected in Appendix A (if applicable) of the Agreement Schedule.

NEM means the National Electricity Market as defined in the Rules.

NMI means the National Metering Identifier assigned to the electricity meter of a Site pursuant to the Rules.

Regulatory Requirements means all relevant Commonwealth, State, Territory or local government laws, regulations, codes, procedures, other statutory instruments, Orders in Council, licence conditions, proclamations, guidelines and standards applicable from time to time to the provision of the Services in the State or Territory in which the Site is located, including the Rules and any procedures established under the Rules.

Replacement Charge means, with respect to the Managed Service - Customer Owned Asset, the charge notified by Yurika in its quotation to replace defective Sub-Metering Equipment at a Site.

Retailer of Choice means, with respect to a Site, the retailer of electricity with whom the Customer contracts or may contract to supply electricity to that Site.

Rules means the National Electricity Rules established under the enabling legislation enacted by the States in which the Site(s) are located.

Roll-in Request has the meaning given in clause 1(k).

Roll-out Notice has the meaning given in clause 1(g).

Service Agreement Term is the term of the Service Agreement worked out in accordance with clause **Error! Reference source not found.** of this Service Schedule.

Service Fee means the fee or fees specified in the Multi Utility Metering Services section of the Agreement Schedule.

Services means:

- (a) Electricity Sub-Metering Services;
- (b) Water Sub-Metering Services; or
- (c) Gas Sub-Metering Services,

as the case may be.

Site means the site(s) specified in the Multi Utility Metering Services section of the Agreement Schedule.

Sub-Metering Equipment means:

- (a) Electricity Sub-Metering Equipment;
- (b) Water Sub-Metering Equipment; or

(c) Gas Sub-Metering Equipment,
as the case may be.

Upfront Capital Contribution means the "Upfront Capital Contribution" amount (if any) specified in the Multi Utility Metering Services section of the Agreement Schedule.

Water Sub-Metering Equipment means the equipment for the measurement of water utilisation specified in the Multi Utility Metering Services section of the Agreement Schedule.

Water Sub-Metering Services means the Water Sub-Metering Equipment services to be provided by Yurika in respect of the Customer's Site(s), as designated in the Multi Utility Metering Services section of the Agreement Schedule.