

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

### Service Schedule – Additional Services

#### 1. Background

Yurika agrees to provide the Services to the Customer on the terms set out in the Service Agreement.

#### 2. Term

Subject to clause 3, the Service Agreement commences on the Service Agreement Commencement Date and ends on the Service Agreement Completion Date (**Term**), unless terminated earlier in accordance with the terms of the Service Agreement.

#### 3. Conditions Precedent

(a) The Customer's and Yurika's obligations under the Service Agreement, other than those set out in clauses 3 (Conditions Precedent), 11 (Liability and Indemnity), 12 (Default and termination), and 14 (Definitions) are conditional on each of the following:

- (i) Yurika obtaining all Approvals required to perform its Services under the Service Agreement other than the Customer Approvals;
- (ii) the Customer obtaining all Customer Approvals; and
- (iii) Yurika confirming in writing to the Customer that the Site can suitably accommodate the Equipment and the conditions at the Site do not materially increase the expected cost of installing, repairing or maintaining the Equipment.

(b) The conditions under clause 3(a) may only be waived by agreement of both parties.

(c) Yurika must notify the Customer when the conditions under clause 3(a) have been satisfied. If the conditions under clause 3(a) have not been satisfied or waived within 12 months from the date of the Service Agreement, either Yurika or the Customer will be entitled to terminate the Service Agreement immediately by written notice to the other party. Neither party will be liable to the other party for any costs, losses, or other liabilities (however arising) as a result of a termination under this clause 3(c).

#### 4. Access and licence

(a) The Customer grants Yurika and Yurika's Personnel timely, safe, convenient and unhindered access to the Site as reasonably required by Yurika to exercise Yurika's rights or to comply with its

obligations under the Service Agreement.

(b) If the Customer does not own the Site, the Customer must get the owner to grant Yurika timely, safe, convenient and unhindered access to the Site and a non-exclusive licence to use the Common Property and the Licensed Area to allow Yurika to exercise its rights or to comply with its obligations under the Service Agreement. The Customer indemnifies Yurika against (and must pay Yurika for) any claim that the owner of the Site makes against Yurika relating to Yurika's exercise of its rights and entitlements under clause 4(a).

(c) If performance by Yurika of the Service Agreement or its obligations under the Service Agreement has an adverse impact on the Customer's commercial operations, 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 loss, costs or expenses arising from such adverse impact.

(d) If the Customer does not own the Site, the Customer warrants that it has the owner's permission for Yurika to exercise its right to access the Site under clause 4(a), and indemnifies Yurika against (and must pay Yurika for) any claim the owner of the Site makes against Yurika relating to Yurika's entering of the Site.

(e) If Yurika is required to pay a fee or charge to the owner of the Site or a third party in order to exercise its right to access the Site under clause 4(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.

#### 5. Customer's responsibility

(a) The Customer must, at its own cost, obtain the Customer Approvals and provide copies of the Customer Approvals to Yurika for the purposes of satisfying the condition in clause 3(a)(ii). The Customer indemnifies Yurika against (and must pay Yurika for) any losses incurred by Yurika as a result of the Customer's failure to obtain or comply with the Customer Approvals.

(b) At all times throughout the Term, the Customer must, at its own cost, provide all reasonable assistance and cooperation in relation to matters within its control where this is necessary for Yurika to perform the Services.

- (c) The Customer acknowledges that Yurika will not be responsible for:
  - (i) any damage to the Equipment, which is caused by the Customer, including but not limited to, tampering with, interfering with, installing any additional equipment or software, disconnecting, displacing, removing, or replacing or damaging any part of the Equipment or its settings, or allowing anyone else to do so; and
  - (ii) any loss incurred directly or indirectly by the Customer as a result of Yurika performing the Services in conformance with its obligations under the Service Agreement.
- (d) The Customer must make available to Yurika all Site general arrangements and building designs (including carpark design if available) in a timely manner.

## 6. Supply of electricity

The Customer agrees and acknowledges that:

- (a) Yurika has no control over the distribution or supply of electricity to the Site or the quality, frequency and continuity of the distribution or supply of electricity to the Site;
- (b) except as required by law, Yurika cannot and does not warrant or guarantee the quality, voltage, continuity or reliability (as applicable) of the electricity delivered to the Site;
- (c) Yurika is not, and the Customer will not hold Yurika, responsible for matters relating to electricity safety in respect of the Equipment except to the extent such responsibility cannot be excluded by Law or arises as a result of Yurika's negligence; and
- (d) the Customer must, at its own cost, obtain and maintain all applicable Approvals for the sale and supply of electricity at the Site.

## 7. Operations and Maintenance

- (a) This clause 7 applies if Operations & Maintenance has been selected as an option in the Additional Services section of the Agreement Schedule.
- (b) During the Term, Yurika will provide operations and maintenance services for the Equipment:
  - (i) in accordance with the requirements, recommendations and maintenance schedule of the manufacturer or supplier of the Equipment; and
  - (ii) so that the Equipment, as far as is reasonably practicable, otherwise remains

fully operational.

- (c) Any rights and obligations of Yurika under the Service Agreement are for the benefit of, and may be performed by, Yurika's Personnel, Contractors, other authorised persons and permitted assignees.

## 8. Other Services

- (a) This clause 8 applies if Other Services has been selected as an option in the Additional Services section of the Agreement Schedule.
- (b) During the Term, Yurika will provide other services for the Equipment as specified in Appendix A.
- (c) Any rights and obligations of Yurika under the Service Agreement are for the benefit of, and may be performed by, Yurika's Personnel, Contractors, other authorised persons and permitted assignees.

## 9. Fees, invoicing and payment

- (a) During the Term, Yurika will invoice the Customer for the Fees and the Customer will pay to Yurika the Fees.
- (b) At the start of each Contract Year (other than the first Contract Year) (**Review Date**) the Operations & Maintenance Service Fee is to be escalated in accordance with the following formula:

$$NewO\&M = OldO\&M \times \frac{A}{B}$$

Where:

**New O&M** is the new Operations & Maintenance Service Fee for the new Contract Year following the application of the formula

**Old O&M** is the Operations & Maintenance Service Fee for the previous Contract Year

**A** Consumer Price Index ("All groups, Weighted Average of Eight Capital Cities)" last published before the relevant Review Date.

**B** Consumer Price Index ("All groups, Weighted Average of Eight Capital Cities)" for the same quarter of the year as in A, for the prior year.

- (c) In the event that the Consumer Price Index is discontinued, or its basis of assessment is changed, so that it no longer accurately reflects changes in the prevailing level of prices substantially in the same manner as it did prior to the change in basis, then such other index in substitution for the Consumer Price Index:

- (i) as may be provided by the Australian

- Bureau of Statistics; or
- (ii) if no index is provided by the Australian Bureau of Statistics, as may be agreed in writing by the parties; or
- (iii) if no index is provided by the Australian Bureau of Statistics and the parties are unable to agree, as may be provided, at the request of either party, by the President for the time being of the Institute of Actuaries of Australia, or that person's nominee,

will be deemed to be the Consumer Price Index for the purposes of the Services Agreement and be binding on the parties.

- (d) The Customer must pay the amount specified in the invoices issued by Yurika under this clause 8 within 7 days after receipt of the relevant invoice, without set-off or counterclaim of any kind.
- (e) Other taxes and duties are not included in the Fees unless expressly stated in writing. The Customer must pay to Yurika any additional amount charged on account of taxes and duties as set out in the invoice.
- (f) If any law requires the Customer to make any deduction or withholding from any payment under the Service Agreement, the Customer must pay Yurika such additional payments as are necessary to ensure that, after making the withholding or deduction, Yurika receives an amount equal to the amount that it would have received if no deduction or withholding had been made.
- (g) Without limiting Yurika's other rights, if the Customer fails to pay any amount due to Yurika by the due date of the relevant invoice, Yurika may charge interest on that amount at the rate per annum specified in the Additional Services section of the Agreement Schedule (calculated daily) from (but excluding) the due date until (and including) the date payment is made.

## 10. Warranties

- (a) To the extent permitted by law:
  - (i) Yurika does not give any warranty or representation of any kind to the Customer in relation to the Services except as expressly set out in the Service Agreement; and
  - (ii) the following are expressly excluded from the Service Agreement:
    - (A) all conditions, representations and warranties; and
    - (B) all rights and remedies conferred on

the Customer by statute, common law, equity, trade, custom or usage or otherwise.

## 11. Liability and Indemnity

- (a) Yurika's maximum aggregate liability to the Customer arising out of or in connection with the Service Agreement (including liability for breach of contract, for tort including negligence or on any other legal basis), but excluding fraud or wilful damage, is limited to the total amount of the Fees payable by the Customer to Yurika under the Service Agreement during the Term.
- (b) The Customer must indemnify Yurika against any liability, claim, loss, damage, cost or expense suffered or incurred in connection with any claim against Yurika concerning:
  - (i) death or personal injury to any person (including the Customer's Personnel or Yurika's Personnel); and
  - (ii) damage to or loss of property of a third party (including intellectual property),

to the extent caused by the Customer's negligence, wilful misconduct, or by any breach of the Service Agreement or any law by the Customer or the Customer's Personnel.
- (c) To the maximum extent permitted by law:
  - (i) Yurika is not liable to the Customer for any Consequential Loss; and
  - (ii) Yurika will have no liability whether under contract, in tort (including negligence), in equity, under statute or otherwise, at the end of six years from the completion of the Term.
- (d) 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.

## 12. Insurance

- (a) Yurika will effect and maintain the following insurances:
  - (i) insurance for all items of Yurika's plant and equipment that Yurika brings onto the Site for an amount of the market value of such plant and equipment;
  - (ii) workers' compensation insurance as required by law concerning employees of Yurika engaged in the performance of the Services; and
  - (iii) insurance covering liability for claims from third parties for personal injury or death or damage to property arising concerning the performance of the Services.
- (b) The Customer agrees to obtain and maintain:
  - (i) insurance over the Equipment against fire, theft, accident and any other risk Yurika reasonably requires. The insurance under this clause 12(b) must be for an amount not less than the amount specified in the Additional Services section of the Agreement Schedule on a replacement and reinstatement basis and note Yurika's interest as the secured party;
  - (ii) public liability insurance for liability to any person present at the Site for death or bodily injury (including illness) for an amount not less than the amount specified in the Additional Services section of the Agreement Schedule (per event), including without limitation death and/or injury caused by the Equipment and not due to Yurika's gross negligence; and
  - (iii) insurance for damage to the Site (including without limitation damage caused by the installation, connection, use, operation, repair and maintenance of the Equipment) for an amount not less than the amount specified in the Additional Services section of the Agreement Schedule.
- (c) The Customer must not engage in any action that may prejudice any policy or claim in relation to an insurance policy.
- (d) The Customer is responsible for contacting the Customer's insurance company regarding this insurance coverage and to seek consent for the installation and operation of the Equipment at the Site.

- (e) The Customer will ensure that all insurances required under clause 12(b), and Yurika will ensure that all insurances required under clause 12(a), are in place before the Service Agreement Commencement Date for the Term. If requested by a party, the other party will provide to that party certificates of currency for each of the policies of the insurances required by it under this clause 12.

## 13. Default and termination

- (a) If the Customer does not make any payment due under the Service Agreement by the due date and the default continues for 14 days from the date on which Yurika gives notice of the breach, Yurika may (at its election, and in addition to any other right it has) terminate the Service Agreement immediately.
- (b) Subject to clause 13(a), a party (**First Party**) may terminate the Service Agreement immediately by written notice to the other party (**Second Party**) if:
  - (i) the Second Party commits a material breach of the Service Agreement, and that breach is not remedied within 14 days after the receipt of written notice of the breach from the First Party; or
  - (ii) the Second Party becomes insolvent, or proceedings are commenced to appoint a liquidator concerning the Second Party or the Second Party is placed under an official management or administration (whether voluntary or otherwise) or any trustee, receiver or receiver and manager is appointed concerning any material part of the Second Party's assets.
- (c) If Yurika terminates the Service Agreement under clause 13(a) or clause 13(b), the Customer must pay Yurika all Amounts Owing under the Service Agreement within 30 Business Days after the date of Yurika's termination notice under clause 13(a) or clause 13(b) (as applicable).
- (d) Termination under clause 13(a) or clause 13(b) is without prejudice to any accrued rights a party may have, but otherwise neither party has any obligation to the other after termination.

## 14. 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:

**Agreed Design** means the Equipment design for the Site set out in the Additional Services section of the Agreement Schedule.

**Amounts Owning** means at any time, all amounts that at any time for any reason in connection with the Service Agreement, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable, are contingently owing, or remain unpaid by the Customer to Yurika.

**Approvals** means any licence, approval, consent, permit, certificate, authorisation or exemption issued by or on behalf of any applicable Authority.

**Commercial Operation Date** is as specified in the Additional Services section of the Agreement Schedule.

**Contract Year** means each successive period of 12 months during the Term.

**Contractor** means any person (or company) engaged by Yurika from time to time to design, construct, install, operate, test, maintain, repair, upgrade, or remove the Equipment or associated works (as applicable), or perform any other work or activity associated with the Service Agreement.

**Customer Approval** means any Approval which is necessary or required that that the Customer obtain before Yurika is lawfully permitted to provide the Services. This includes, without limitation, development approvals, building certifications or any other Approval advised in writing by Yurika to the Customer prior to commencement of the Services.

**Equipment** means the equipment in relation to which the Services are to be provided, as specified in the Additional Services section of the Agreement Schedule.

**Fees** means the fees for the Additional Services as specified in the Agreement Schedule.

**Licensed Area(s)** means the area(s) within the Site where the Equipment is installed and includes access to those areas as set out in the Additional Services section of the Agreement Schedule.

**Operations & Maintenance Service Fees** means the amounts listed in Appendix B of the Agreement Schedule.

**Services** means the services selected in the Additional Services section of the Agreement Schedule.

**Site** is as specified in the Additional Services section of the Agreement Schedule.

**Term** has the meaning given in clause 2.