

Master Services Agreement

This Master Services Agreement, together with each purchase order (Purchase Order) and any trial order form entered into by the client described in the applicable Purchase Order or trial order form (Client/You/Your), sets out the terms and conditions on which Charlo Efficiencies Pty Ltd (ACN 687967219) (Charlo/Our/Us/We) may provide Services to You and governs Your use of the Services.

1 Your Services

- (a) Your Purchase Order sets out:
 - (i) the Services You have purchased;
 - (ii) the fees You will be charged for those Services (**Fees**); and
 - (iii) when We will charge You for the Fees (including any ongoing payments).
- (b) You will be taken to have accepted this Master Services Agreement if You confirm Your Purchase Order or trial order form, otherwise indicate You accept this Master Services Agreement, pay for any Services provided by Us after receiving or becoming aware of this Master Services Agreement, or access or use any Services after receiving or becoming aware of this Master Services Agreement.
- (c) If there is any inconsistency between this Master Services Agreement and a Purchase Order, the relevant Purchase Order will prevail to the extent of the inconsistency.

2 Term

- (a) This Master Services Agreement is legally binding on and from the date that You validly sign or otherwise submit a Purchase Order and continues until You have no active Purchase Orders with Charlo (subject to the survival provisions set out in this Master Services Agreement).
- (b) Each Purchase Order will commence on the start date specified in that Purchase Order and continue for the service term specified in that Purchase Order (**Service Term**), and will renew as set out in that Purchase Order.
- (c) Starter and Growth monthly plans renew automatically for successive monthly periods unless cancelled in accordance with this Master Services Agreement or the applicable Purchase Order.
- (d) Enterprise plans are annual commitment plans unless otherwise stated in the applicable Purchase Order and renew only as stated in that Purchase Order.
- (e) Any Trial will run for the period and within the usage limits stated in the applicable Purchase Order or trial order form.
- (f) Termination or expiry of one Purchase Order does not by itself terminate any other Purchase Order or this Agreement unless no Purchase Orders remain in force.

3 Services

- (a) In consideration for payment of the Fees, Charlo will provide the Services specified in the applicable Purchase Order during the relevant Service Term in accordance with this Master Services Agreement, each applicable Schedule and each relevant Purchase Order.
- (b) We will not use Client Data and Generated Outputs to train, fine-tune or improve any AI model or the Services unless expressly agreed in writing.
- (c) Nothing in this Master Services Agreement prevents Us from providing the same Services to other customers.

4 Additional Services

- (a) Charlo may charge additional fees for any service requested by You (including Your Users) or any services reasonably required to be provided by Charlo in addition to the Services and support described in Your Purchase Orders (Additional Services).
- (b) By purchasing the Additional Services, You agree that Your use of the Additional Services shall be governed by this Master Services Agreement in addition to any specific terms and conditions provided to You by Charlo at the time of purchase.

5 Your Rights and Obligations

- (a) You must:
 - (i) comply, and ensure Your Users comply, with this Master Services Agreement and any applicable Schedules;
 - (ii) maintain control over Your account and use of the Services, use unique credentials for each User, and prevent anyone from accessing or sharing Your account;
 - (iii) ensure You and Your Users maintain the appropriate level of security of Your computer systems, and must comply with any industry standard and minimum security requirements to gain access to the Services;
 - (iv) provide Charlo with such information, directions, guidance and assistance as Charlo and its Personnel may reasonably require and request in order to provide the Services; and
 - (v) advise Charlo immediately if You become (or should have reasonably become) aware of errors or changes in any information, directions or guidance provided by You to Charlo.
- (b) Your (including the Users) use of the Services is subject to the following conditions:
 - (i) You (including the Users) must maintain control of, and access to, Client Data, including the content, quality, and format of Client Data provided; and
 - (ii) You (including the Users) are solely responsible for ensuring that Your use of the Services complies with all applicable laws, including any electronic signature (where applicable), consumer, data protection, data privacy and trade control laws.
 - (iii) You hold all rights, consents and permissions necessary to upload, connect, process, query and use Client Data through the Services.
- (c) You will not (and must ensure that any Users do not) use the Services or deliberately enable any other third party, to:
 - (i) use the Services in connection with any illegal, defamatory, harassing, libelous, threatening, or obscene material or purpose or to send any material that in any way violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability;
 - (ii) distribute, re-distribute, sublicense, assign, share, sell, resell, time-share, rent, lease or otherwise make the Services available to any third party (except as expressly contemplated in this Master Services Agreement), or grant a security interest in the Services; or
 - (iii) interfere or attempt to interfere in any manner with the functionality or proper working of the Services, or disrupt the integrity or performance of the Services or any data contained therein.
 - (iv) circumvent or attempt to circumvent limits on Concurrent Users, Total Accounts or any other usage controls; or
 - (v) upload or connect any document set, standard, regulation, contract, correspondence or other material unless You are entitled to do so.

- (d) Charlo may use technical and administrative controls to measure and enforce Concurrent Users, Total Accounts, usage allowances and other plan entitlements recorded in the applicable Purchase Order.

6 Your Acknowledgements

You acknowledge and agree that:

- (a) all Generated Outputs are preliminary drafts produced by AI and require human review before use or reliance;
- (b) Charlo does not provide legal, financial, regulatory or other professional advice by generating any Generated Output;
- (c) You are solely responsible for reviewing, verifying and approving all Generated Outputs before use in any decision-making, submission, correspondence or other purpose;
- (d) the Platform is a workflow and document-processing tool and is not a document storage facility or backup service; and
- (e) You must retain independent backups of all documents and data on Your own systems at all times.

7 Payment

7.1 Fees

- (a) You agree to pay the Fees to Charlo in the amounts and at the times set out in Schedule 1 and the Purchase Order.
- (b) Unless otherwise agreed, We may (in our sole discretion):
 - (i) not provide You (including the Users) with, or access to, any Services until You have paid the Fees payable in respect of such Services; and
 - (ii) withhold delivery of Services until You have paid (in full) the relevant invoice.
- (c) Unless otherwise stated in the applicable Purchase Order, Starter and Growth subscription fees will be invoiced monthly in advance, Enterprise fees will be invoiced as stated in the applicable Purchase Order, and Additional Setup Costs and Additional Services will be invoiced as stated in the applicable Purchase Order.
- (d) Overage fees apply only if the applicable Purchase Order expressly activates overage billing. If overage billing is activated, the applicable Purchase Order must state the billable items, measurement method, rates, thresholds and invoicing timing.

7.2 No refunds

Except as expressly provided in this Master Services Agreement, You will not be entitled to a refund for any reason, including where You elect to cancel a Service prior to its scheduled expiry or if We do not achieve a Service Level.

7.3 Billing disputes

If You dispute the whole or any portion of the amount claimed in an invoice submitted by Charlo, You must pay the portion of the amount stated in the invoice which is not in dispute by the stated due date and must notify Charlo in writing (within five (5) Business Days of receipt of invoice) of the reasons for disputing the remainder of the invoice. If it is resolved that some or all of the amount in dispute ought to have been paid at the time of the first invoice, then You must immediately pay the amount finally resolved together with 10% per annum interest (calculated daily, compounded monthly) on that amount.

7.4 GST

Unless otherwise indicated, amounts stated in a Purchase Order do not include goods and services tax (**GST**) as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth). In relation to any GST payable for a taxable supply by Charlo, You must pay the GST subject to Charlo providing You with a valid tax invoice.

8 Confidentiality

- (a) Each party will protect each other's Confidential Information from unauthorised use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care.
- (b) Except as expressly permitted by this Master Services Agreement, each party may use each other's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Master Services Agreement or a Purchase Order and may disclose such Confidential Information only:
 - (i) to the Personnel and professional advisers (including auditors) who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information;
 - (ii) as necessary to comply with an order or subpoena of any governmental or administrative agency or court of competent jurisdiction;
 - (iii) as necessary to comply with any applicable law or regulation, including the requirements of an applicable securities exchange; or
 - (iv) to a party's Related Bodies Corporate.
- (c) This clause 8 is deemed to supersede any non-disclosure agreement by and between the parties and such agreement shall have no further force or effect on and from the date that You agree to or are deemed to accept this Master Services Agreement.

9 Privacy and Data

9.1 Data uploaded by You

- (a) You warrant that where You provide, upload or process Client Data containing Personal Information with or through the Services:
 - (i) You have collected that Personal Information in accordance with all applicable Privacy Laws; and
 - (ii) You are permitted by law to disclose that Personal Information to Us, and to enable Us to handle that Personal Information in accordance with or in connection with this Master Services Agreement.
- (b) You must take reasonable steps to assist Us to comply with our obligations under the Privacy Laws as may be notified by Us to You from time to time.
- (c) We may use de-identified, aggregated and statistical data derived from Client Data and/or Your use of the Services for analytics, security, service monitoring, benchmarking and product development, provided that such data does not reasonably identify You, any User or any individual.

9.2 Our privacy obligations

- (a) We will handle Personal Information contained in Client Data provided by You in the course of using the Services in accordance with applicable Privacy Laws to the extent they apply to Us.
- (b) Without limiting this clause, We will:
 - (i) only use any Personal Information provided by You for the purposes of providing, supporting, securing, managing and performing the Services and Our obligations under this Master Services Agreement; and
 - (ii) not disclose any Personal Information other than:

- (A) as authorised by You;
 - (B) to Our Personnel, Related Bodies Corporate, contractors, hosting providers, infrastructure providers, AI service providers and AI-powered development, ingestion and processing tools, subprocessors, professional advisers and auditors, where reasonably required for the purposes of this Master Services Agreement and subject to obligations of confidentiality and data protection appropriate to the nature of the information; or
 - (C) where required by law.
- (c) We will implement and maintain reasonable technical and organisational measures designed to protect Personal Information contained in Client Data against misuse, interference, loss and unauthorised access, modification or disclosure, including as applicable:
- (i) encryption of Client Data in transit and at rest using industry-standard encryption protocols (such as HTTPS/TLS);
 - (ii) network isolation of data stores using private endpoints and access controls;
 - (iii) multi-factor authentication for user and administrative access to the Platform;
 - (iv) role-based access controls for administrative privileges; and
 - (v) regular patching and security monitoring of Platform infrastructure.
- (d) We store and process all Client Data in Australia. We will not disclose, transfer, store, process or otherwise make available Client Data, including any Personal Information contained therein, to service providers located outside Australia without your prior consent. If you consent to have Client Data stored or processed overseas, we will take reasonable steps to ensure that the overseas recipient handles Personal Information in a manner consistent with the Australian Privacy Principles. Notwithstanding the above, We may use AI models hosted by Our cloud infrastructure providers, currently Microsoft Azure (including Azure AI Foundry models) and/or Amazon Web Services (including Amazon Bedrock models), for AI inference processing, which may occur outside Australia where a global or cross-region deployment or inference option is used in the provision of Services. In those circumstances, Client Data will be handled in accordance with the applicable provider's data, privacy and security policies for those AI services and, where applicable, zero data retention arrangements under which Client Data is not stored, logged or used for training.
- (e) For Services using SharePoint Integration, original documents remain in Your SharePoint environment and are not hosted by Us as original source documents, although We may retain processed copies of those documents for the duration of the Service Term. For Services using direct upload, uploaded documents may be stored by Us for the duration of the Service Term to the extent necessary to provide the Services.
- (f) We will not use Client Data or Generated Outputs, including any Personal Information contained therein, to train, fine-tune or improve any AI model or the Services unless expressly agreed in writing by You.
- (g) Nothing in this clause 9 limits Our collection, use, storage and disclosure of Personal Information relating to account creation and administration, user access, login credentials, password resets, billing, support, service management, security monitoring and incident response, where reasonably necessary for Us to provide and administer the Services, protect the Platform, comply with law and manage Our relationship with You, in each case in accordance with applicable Privacy Laws.

9.3 Return, retention and deletion

- (a) To the extent We hold, store or otherwise retain Personal Information contained in Client Data, and subject to clauses 9.3(b) and 14, on termination of this Agreement or on Your written request, We will within a reasonable period return or delete Personal Information contained in Client Data in Our active systems, unless retention is required or authorised by law or reasonably necessary for backup, archival, security, fraud prevention, dispute resolution or enforcement purposes.
- (b) We may retain:
 - (i) information required to be retained by law;

- (ii) information contained in routine backup systems until the ordinary overwriting cycle;
- (iii) system logs, audit trails and security records; and
- (iv) de-identified information.

9.4 Data Breach

- (a) If We become aware of an actual or suspected Data Breach affecting Client Data, We will:
 - (i) notify You without undue delay;
 - (ii) provide You with reasonable details then available to Us and assist You in investigating the actual or suspected Data Breach;
 - (iii) cooperate with You in any investigation in relation to the actual or suspected Data Breach; and
 - (iv) use reasonable efforts to contain, mitigate and remediate any actual Data Breach and prevent recurrence.
- (b) Subject to any legally binding obligations imposed on Us by law:
 - (i) as between the parties, You will be responsible for determining whether a Data Breach would be likely to result in serious harm to any of the individuals to whom any Personal Information the subject of the Data Breach relates; and
 - (ii) We will cooperate with You to assist You in making the determination referred to in clause 9.4(b)(i).
- (c) Neither party will make any notification or public statement concerning a Data Breach affecting Client Data that identifies the other party, except:
 - (i) with the other party's prior written consent;
 - (ii) where required by law; or
 - (iii) where reasonably necessary to prevent or mitigate a material risk of harm.
- (d) Nothing in this Agreement prevents Us from making any notification, report or disclosure required by law, regulation, court order or binding direction of a regulator or authority.
- (e) To the extent permitted by law, You are responsible for any breach of Privacy Laws arising from:
 - (i) Your collection, use or disclosure of Personal Information before disclosure to Us;
 - (ii) the nature, accuracy or lawfulness of Client Data supplied by You; or
 - (iii) our compliance with Your lawful instructions,except to the extent caused by Our breach of this Agreement or applicable Privacy Laws.

10 Intellectual Property

- (a) As between the parties, Charlo owns all Intellectual Property Rights in the Services, Platform, Documentation, usage data that does not identify you, and any improvements, configurations, templates, methodologies or know-how developed by or for Charlo in connection with the Services.
- (b) As between the parties, You retain ownership of Client Data and Generated Outputs, subject to Charlo's rights under this Master Services Agreement.
- (c) You grant Charlo a non-exclusive, worldwide, royalty-free licence during the Service Term to host, copy, process, transmit, adapt and otherwise use Client Data and Generated Outputs solely to provide, support, secure and administer the Services for You and to comply with law.

- (d) If You provide Charlo with suggestions, ideas, enhancement requests or other feedback, Charlo may use them without restriction or payment.

11 Warranties

11.1 Mutual warranties

Each party warrants that it has authority to enter into and perform this Master Services Agreement.

11.2 Your warranties

You represent and warrant that You have:

- (a) obtained all necessary consents from relevant individuals in accordance with applicable laws in order to provide Client Data to Charlo and to process Client Data with or through the Services in accordance with or in connection with this Master Services Agreement;
- (b) Your use or receipt of the Services does not and will not infringe the Intellectual Property Rights of any third party;
- (c) You will ensure that all Users are provided with a copy of, and agree to be bound by, this Master Services Agreement; and
- (d) not relied on any representation made by Charlo which has not been expressly stated in this Master Services Agreement,

and You acknowledge that Charlo has relied on the above representations and warranties in agreeing to provide the Services to You in accordance with this Master Services Agreement.

11.3 Our warranties

Charlo warrants that it will provide the Services with due care and skill and in material conformity with this Master Services Agreement.

11.4 Exclusion of warranties

You agree that:

- (a) except as expressly stated in this Master Services Agreement and to the maximum extent permitted by law, the Services are provided “as is” and Charlo disclaims all other warranties, representations and conditions, including as to uninterrupted availability, fitness for purpose, error-free operation and the accuracy or completeness of Generated Outputs;
- (b) to the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Master Services Agreement or a Purchase Order are excluded;
- (c) to the maximum extent permitted by applicable law, we are not responsible for interruptions, delays or faults caused by third-party systems, networks, integrations or circumstances outside our reasonable control;
- (d) where any law (including the Competition and Consumer Act 2010 (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Our liability for breach of that non-excludable condition, warranty or guarantee will, at Our option, be limited to:
 - (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
 - (ii) in the case of services, the supply of the services again.

12 Liability

- (a) To the maximum extent permitted by law, each party’s maximum aggregate liability to the other party arising out of this Master Services Agreement will not exceed the Fees actually paid by You to Us under this Master

Services Agreement in the 12 months immediately preceding the first event or circumstance which gave rise to the relevant liability.

- (b) Neither party is liable to the other for any indirect, consequential, special, punitive or exemplary loss, or for any loss of revenue, profit, goodwill, anticipated savings, business opportunity or data, in each case whether direct or indirect.
- (c) Nothing under this Master Services Agreement limits:
 - (i) either party's liability to the other in connection with the fraud, gross negligence or wilful misconduct of that party;
 - (ii) either party's breach of clause 8; or
 - (iii) Your payment obligations or Your obligations under clause 13.

13 Indemnity

- (a) You will immediately indemnify, defend, and hold Us (including Our employees, independent contractors, vendors, agents and/or permitted subcontractors) harmless from and against all damage, claims (including Third Party Claims), demands, suits, causes of action, awards, judgments and liabilities, including the cost of defending or settling any loss, claims, demands, suits, causes of action, awards, judgments and liabilities (collectively **Claims**) arising out of or alleged to have arisen out of:
 - (i) Your (and/or Personnel's) fraud, negligence or wilful misconduct;
 - (ii) Your (and/or the Personnel's) use of the Services, including but not limited to any actual or alleged infringement, misappropriation, or violation of any Intellectual Property Rights of a third party;
 - (iii) a material breach of a provision of this Master Services Agreement by You or Your Personnel (including a breach of a representation or warranty given by You under clause 11); and
 - (iv) Charlo or its Personnel acting in accordance with Your instructions.

14 Termination & suspension

14.1 Termination by Us

- (a) We may terminate this Master Services Agreement, or any Service (in whole or in part), for convenience on not less than 30 days' prior written notice.
- (b) We may terminate this Master Services Agreement or any Service immediately by written notice if:
 - (i) You have committed a material breach of this Master Services Agreement and fail to remedy such breach within five (5) Business Days after receiving notice requiring You to do so;
 - (ii) You are the subject of an Insolvency Event; or
 - (iii) Your access rights have been suspended in accordance with this Master Services Agreement.

14.2 Suspension of Services

- (a) Charlo may suspend or terminate Your (including the Users) access or use of any portion or all of the Services immediately if Charlo determines that:
 - (i) Your or a User's use of the Services:
 - (A) poses a security risk to the Services or any third party;
 - (B) could adversely impact Charlo's systems, or the Services or the content of any other Charlo licensee;

- (C) could subject Charlo (including any of its Related Bodies Corporate) or any third party to liability; or
 - (D) could be fraudulent; or
- (ii) Your (including the Users) account security has been, or is reasonably expected to have been compromised.
- (b) If Charlo suspends Your (including the Users) right to access or use any portion of the Services:
- (i) You will provide reasonable assistance to Charlo in rectifying the issue(s) leading to the suspension;
 - (ii) We may un-suspend Your Services promptly upon the issue being rectified; and
 - (iii) You will remain responsible for all Fees incurred during the period of suspension; and
 - (iv) It is at all times Your responsibility to back up Client Data.

14.3 Termination by You

- (a) Unless You are on a Trial, and subject to any agreed minimum committed term set out in the applicable Purchase Order, You may terminate a Starter or Growth monthly Purchase Order (in full) for any reason (i.e., for convenience) by providing Us with written notice, with termination taking effect at the end of the then-current paid monthly period, subject to any terms and conditions set out in the applicable Purchase Order (such as an early termination fee).
- (b) Any Enterprise plan or other committed-term Purchase Order may only be terminated early as expressly permitted in the applicable Purchase Order, for Our material breach that remains uncured for thirty (30) days after written notice, if We are the subject of an Insolvency Event, or in accordance with clause 15.
- (c) Where You are terminating a Purchase Order as a consequence of an increase in Fees under clause 15, you may terminate the relevant Purchase Order with effect from the date that the increase is scheduled to take effect.
- (d) If You terminate a Purchase Order under this clause, the "Consequences of termination" set out below will apply, all Fees paid are non-refundable and any outstanding Fees due to be paid (for example, Fees owed to Charlo in respect of any minimum committed term of Your Service(s), early termination amounts or other agreed charges in the applicable Purchase Order) are immediately due and payable.

14.4 Consequences of Termination:

- (a) On termination, Your (and the Users) right to use and access the Services will terminate and:
 - (i) if We terminate this Master Services Agreement or any Purchase Order (in part or in full) for convenience, then any Fees You have already paid in respect of the relevant Services shall be refunded (on a pro-rata basis in respect of the remainder of the relevant Service Term); or
 - (ii) if We terminate or cancel Your Purchase Order because You have committed a material breach of this Master Services Agreement, then all Fees paid are non-refundable and any outstanding Fees due to be paid are immediately due and payable,

in any event, without limiting Our right to charge You for any amounts following a quarterly reconciliation of Your minimum monthly payment and Your actual spend for the applicable quarter in accordance with the relevant Purchase Order(s).
- (b) Where this Master Services Agreement or any Service is terminated or expired, Charlo may:
 - (i) retain any moneys paid;
 - (ii) charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
 - (iii) be regarded as discharged from any further obligations to You; and

- (iv) pursue any additional or alternative remedies provided by law; and
- (v) purge all Client Data after thirty (30) calendar days following the expiry or termination (provided that during such period You will have access to the Client Data for the purposes of backup). However, Charlo may retain the Client Data such period of time as required by any applicable law or court order provided it otherwise complies with this Master Services Agreement.

and termination shall not affect any claim by Charlo in respect of accrued Fees, expenses, taxes or other amounts payable by You in respect of the period to termination.

15 Updates and Changes to the Service and Fees

- (a) Charlo may modify the Services from time to time, in its discretion, without notice to You (including the Users), for the purpose of improving features, functions or performance or to maintain Charlo's legal and regulatory requirements, as well as security standards.
- (b) Updates and new releases of the Services may be provided to You as they become available.
- (c) If Charlo proposes a change to the Fees or a material adverse change to the relevant Services, Charlo will give the Client at least 30 days' prior written notice, and the change will take effect no earlier than the expiry of the current committed Service Term unless otherwise agreed in the applicable Purchase Order. If the Client does not agree to the relevant change, the Client may terminate the affected Purchase Order on written notice in accordance with clause 14.3 before the change takes effect.
- (d) Any upgrades, downgrades, activation of overages, changes to integrations or changes to Enterprise-specific inclusions must be recorded in a new or amended Purchase Order.

16 Service Levels and Support

We agree to use commercially reasonable endeavours to provide You with the Service Levels and support specified in Schedule 3 of this Master Services Agreement in relation to the Services.

17 General

17.1 Novation and assignment

Neither party may assign, transfer, novate or otherwise dispose of any of their rights or obligations (as applicable) under this Master Services Agreement or a Purchase Order to any other party, without the other party's prior written consent (not to be unreasonably withheld, delayed or conditioned).

17.2 Force Majeure

- (a) If a party is unable to perform an obligation under this Master Services Agreement or a Purchase Order (other than an obligation to pay money) because of an event beyond its reasonable control (**Force Majeure**), that party must promptly notify the other party and provide reasonable details of the Force Majeure and its expected impact.
- (b) The affected obligation will be suspended for the duration of the Force Majeure to the extent it is affected by that Force Majeure.
- (c) The affected party must use reasonable endeavours to overcome or minimise the effects of the Force Majeure as soon as practicable.

17.3 Entire Agreement

To the extent permitted by law, this Master Services Agreement embodies the entire agreement of the parties in relation to its subject matter and supersedes any and all prior agreements, understandings, representations and undertakings, whether oral or in writing.

17.4 Severance

If any provision or part of a provision of this Master Services Agreement is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

17.5 Waivers

Without limiting any other provision of this Master Services Agreement, the parties agree that:

- (d) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Master Services Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Master Services Agreement;
- (e) a waiver given by a party under this Master Services Agreement is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (f) no waiver of a breach of a term of this Master Services Agreement operates as a waiver of another breach of that term or of a breach of a provision of this Master Services Agreement.

17.6 Survival

Any term or condition which is expressed to survive the expiration or termination of this Master Services Agreement will survive any expiration or termination of this Master Services Agreement, including but not limited to clauses 8 – 13 and 17.

17.7 Governing Law and Jurisdiction

This Master Services Agreement is governed by the laws in force in Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state.

18 Definitions

In this Master Services Agreement, the following meanings apply unless the context requires otherwise:

Additional Services means the additional services referred to in clause 4.

Additional Setup Costs means any one-off implementation, onboarding, migration, integration, configuration, customisation, template-build or similar setup fees stated in a Purchase Order.

Australian Consumer Law means the uniform legislation for consumer protection outlined in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Business Day means any day other than Saturday, Sunday or public holiday in Melbourne, Victoria.

Business Hours means 7:00am to 6:00pm AEST on a Business Day.

Charlo's Studio Tools means the Charlo tools made available on its website from time to time.

Confidential Information means any information of whatever kind which a party discloses or reveals to the other party under or in relation to this Master Services Agreement that:

- (a) is by its nature confidential;
- (b) is designated by the disclosing party as confidential; or

(c) the recipient knows or reasonably ought to know is confidential,

including (where We are the disclosing party) Our Services and (where You are the disclosing party) Client Data, but does not include information that:

(d) is published or has otherwise entered the public domain other than in breach of this Master Services Agreement; or

(e) is independently developed or obtained other than in breach of this Master Services Agreement.

Data Breach means any unauthorised disclosure, use, processing, modification, access to or loss of Personal Information which has been provided by the Client to Charlo.

Documentation means operating manuals and other printed materials, made available by Us to You from time to time, including users' manuals, programming manuals, modification manuals, flow charts, drawings and software listings, which are designed to assist or supplement the understanding or application of the Services.

Fees means the fees set out in Schedule 1 and each applicable Purchase Order.

Force Majeure has the meaning given to it in clause 17.2.

Generated Output means any document, report, draft or other output produced by the Platform or generated through the provision of Services.

Insolvency Event means that:

(a) a party enters into any arrangement between itself and its creditors;

(b) a party ceases to be able to pay its debts as they become due;

(c) a party ceases to carry on business;

(d) a mortgagee enters into possession or disposes of the whole or any part of the party's assets or business; or

(e) a receiver, a receiver and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person is appointed of the whole or any part of the party's assets or business.

Intellectual Property Rights means:

(a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:

(i) registered and unregistered copyright;

(ii) inventions (including patents, innovation patents and utility models);

(iii) confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, technical data and know-how;

(iv) registered and unregistered designs;

(v) registered and unregistered trade marks;

(b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;

(c) any business name registration;

(d) any domain name registration;

(e) any social media account;

- (f) any licence or other similar right from a third party to use any of the above;
- (g) any applications and the right to apply for registration of any of the above; and
- (h) any rights of action against any third party in connection with the rights included in paragraphs (a) to (g) above, including any right to claim (and retain) any damages and other remedies (including an account of profits) for infringement,

but excluding moral rights and similar personal rights which by law are non-assignable.

Knowledge Agent means the knowledge-base functionality within the Platform that enables ingestion of Client Data, organisation of knowledge sources and direct querying, retrieval and related output features as described in Schedule 1 and the applicable Purchase Order.

Knowledge Base Query means a direct user-initiated query submitted against a Knowledge Collection through the Knowledge Agent or another direct knowledge interface, but excludes retrieval calls made solely as part of a Workflow Generation unless the applicable Purchase Order expressly states otherwise. A call to an agent counts as up to three (3) Knowledge Base Queries.

Knowledge Collection means a set of Client Data ingested, indexed or organised within the Services for retrieval, querying and use across the Services.

Monthly Plan means a Service tier billed and renewed on a monthly basis as stated in the applicable Purchase Order.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth);

Personnel means a party's employees, independent contractors, vendors, agents and/or permitted subcontractors (and in the case of You, includes Your Users).

Platform means the AI-powered workflow and knowledge platform operated by Charlo, as updated from time to time.

Privacy Laws means the Privacy Act 1988 (Cth) and all other laws in Australia which relate to the protection of Personal Information relevant to this Master Services Agreement.

Project Document Set means a collection of project-specific Client Data such as contracts, specifications, reports, programmes, correspondence, submissions, drawings or similar project materials.

Purchase Order means a signed form under which You purchase a Service from Charlo.

Related Bodies Corporate has the meaning given to it in the Corporations Act.

Services means the products, services, platform access, functionality, modules, support, deliverables and related service components provided by Charlo under this Master Services Agreement, as described in Schedule 1 and specified in the applicable Purchase Order.

Service Levels means the service levels described in Schedule 3.

Service Term has the meaning given in clause 2(b).

Storage means the storage allocation made available for the relevant Services, including storage used for uploaded documents, processed copies, indices, embeddings, metadata and related service artefacts. Storage allowances are operational capacity thresholds only and do not make the Services a backup or archival service.

Support Services has the meaning given in Schedule 3.

Total Accounts means the maximum number of named user accounts that may be enabled for the relevant Services at any time, whether or not all such accounts are active concurrently.

Trial means Your use of a Service is on a non-committal trial basis and You can terminate Your trial at any time by providing notice to us. The duration of Your trial is set out in the applicable Purchase Order or Trial order form.

Users means those parties who You authorise to use the Services.

Schedule 1

1. Services

- (a) The Services are the products, services, functionality, support and related deliverables made available by Charlo to the Client under this Master Services Agreement.
- (b) The specific Services purchased by You will be the service plans, add-ons and related components selected in the applicable Purchase Order.
- (c) The Services may include:
 - (i) the Workflow Platform;
 - (ii) the Knowledge Agent functionality;
 - (iii) connected document sources or integrations, where stated in the applicable Purchase Order;
 - (iv) custom templates, where stated in the applicable Purchase Order;
 - (v) support and service levels under Schedule 3 and any applicable Purchase Order; and
 - (vi) any Additional Services agreed in writing between the parties.

2. Service Plans

Charlo offers the following core service tiers:

Charlo CPS Platform

Metric	Starter	Growth	Enterprise
Subscription fee	AUD 999 per month	AUD 1,999 per month	From AUD 9,999 per month, as stated in the Purchase Order
Concurrent Users	3	10	25
Total Accounts	Up to 10	Up to 50	Unlimited
Included Project Reports Hosted per month	10	30	100
Included Workflow Generations per month	20	60	200
Included Knowledge Base Queries per month	500	1,500	10,000
Included Form Reads per month	20	60	200
Included Ingestion SDUs per month	300	400	600
Included Storage	20 GB	50 GB	1 TB
Custom Word Templates	Not available	Available by Purchase Order quote only (additional fee)	Included in setup costs or as stated in the Purchase Order
Billing	Monthly in advance	Monthly in advance	Annual commitment and billing as stated in the Purchase Order

3. Pricing

- (a) Enterprise pricing, any Enterprise environment, support overrides, custom integrations, custom workflow scope, custom document processing scope, implementation, migration and other Enterprise-specific terms are stated in the applicable Purchase Order.
- (b) Additional Setup Costs may apply for Enterprise onboarding and implementation, integrations, custom templates, connected document environments and other configuration items, and will be stated in the applicable Purchase Order.
- (c) Growth custom templates are available only by Purchase Order quote.

4. Definitions

- (a) **Form Read** means one instance of the Services reading a document and mapping its contents into a Service feature (such as a progress claim, a variation, an RFI or an opportunity record), measured in units of up to ten (10) pages, with higher page counts rounded up proportionally. You are responsible for reviewing each mapped result before accepting it.
- (b) **Project Report Hosted** means an active project configured in the Platform that uses any project tool (including reporting, commercials, registers or meeting minutes) during the relevant month, with each such active project counting as one Project Report Hosted.
- (c) **Workflow Generation** means a user-initiated workflow run that produces a document or similar output through the Workflow Platform (such as a proposal draft, a variation, an agreement review or a set of minutes), with each document or output produced counting as one Workflow Generation.
- (d) **Workflow Platform** means Charlo's workflow product that includes workflow-generation features together with associated knowledge-base functionality, as described in Schedule 1 and the applicable Purchase Order.

5. Overages

No overage fees apply unless the applicable Purchase Order expressly activates them. If a Purchase Order activates overage billing, that Purchase Order must state the billable items, measurement method, rates, thresholds and invoicing timing.

6. Optional Add-Ons

Any specific optional add-ons, integrations, templates, setup items or Additional Services will be specified in the applicable Purchase Order.

7. Payment

- (a) Unless otherwise stated in the applicable Purchase Order:
 - (i) Starter and Growth subscription fees will be invoiced monthly in advance;
 - (ii) activated overage fees will be invoiced monthly in arrears;
 - (iii) Additional Setup Costs will be invoiced before commencement of the relevant onboarding, implementation or setup work; and
 - (iv) Additional Services will be invoiced as stated in the applicable Purchase Order.

8. Service specific terms

- (a) Any specific terms applicable to a particular Service may be set out:
 - (i) in the applicable Purchase Order; or
 - (ii) in another Schedule to this Agreement.
- (b) To the extent of any inconsistency:
 - (i) the applicable Purchase Order will govern the commercial particulars of the relevant Services;
 - (ii) otherwise, this Master Services Agreement prevails.

Schedule 2 — Knowledge Base and Ingestion Terms

1. Overview

- (a) The Knowledge Agent functionality within the Platform enables Client Data to be ingested, organised, retrieved and used across the Services.
- (b) Client Data used with these features may include historical IP and precedent materials, Project Document Sets, Reference Libraries and other document collections uploaded or connected by You.

2. Ingestion Methods

- (a) The ingestion method for the relevant Services will be the method stated in the applicable Purchase Order.
- (b) Ingestion methods may include direct upload through the Platform or a Connected Document Source, including SharePoint integration.
- (c) Where the ingestion method is a Connected Document Source, You are responsible for designating, maintaining and managing access to the relevant source environment.

3. Ingestion SDUs

- (a) An Ingestion SDU is calculated by page count, with up to fifty (50) pages counting as one (1) Ingestion SDU and higher page counts rounded up proportionally.
- (b) Charlo may count Ingestion SDUs when Client Data is newly ingested or materially reprocessed by the Services.

4. Processing and Storage

- (a) Charlo may create processed copies, indices, embeddings, metadata and other service artefacts required to provide the Services.
- (b) For Connected Document Sources, original documents remain in Your environment unless the applicable Purchase Order states otherwise.
- (c) For direct upload, uploaded documents may be stored by Charlo for the duration of the relevant Service Term to the extent reasonably required to provide the Services.
- (d) Storage allocations in Schedule 1 apply to stored Client Data and related service artefacts and are not archival commitments.

5. Knowledge Collections and Outputs

- (a) The Services may support organisation of Client Data into Knowledge Collections, Project Document Sets or Reference Libraries.
- (b) Where supported by the relevant Service configuration, outputs may include references, citations or source links back to Client Data.
- (c) You are responsible for reviewing any outputs, citations or source references generated by the Services before use or reliance.

6. Upgrades

- (a) Where You move between plan tiers under a new or amended Purchase Order, Charlo will use reasonable efforts to allow Your existing knowledge base and ingested data to carry over without requiring re-upload.

Schedule 3 - Service Levels

Charlo shall use commercially reasonable efforts to make the Services and support services (detailed below) (**Support Services**) available to You in accordance with the service levels set out below (**Service Levels**).

When making a request for Support Services, You must give Charlo a documented example of the defect or error which demonstrates non-conformity with this Master Services Agreement.

Upon Our request, You must give us a listing of output and any other data which Charlo requires in order to reproduce operating conditions similar to those present when any alleged defect or error in the Services was discovered.

7. Services

Item	Account related enquiries (login, password reset and deactivation)
Platform Availability Target	99.8% uptime per calendar month, measured excluding Planned Maintenance
Planned Maintenance	Charlo will use reasonable endeavours to schedule maintenance outside business hours (AEST) and provide at least 24 hours' notice.
Unplanned outages	Charlo will notify You as soon as practicable and provide updates at reasonable intervals.

8. Support Services

Severity	Description	Response Time	Resolution Target
Critical	Platform unavailable or core Workflow functionality non-operational.	10 business hours	2 business days
High	Major feature degraded; workaround unavailable.	2 business days	4 business days
Medium	Feature impaired; workaround available.	2 business days	10 business days
Low	Minor issue, cosmetic defect, general query.	2 business days	10 business days

9. Incident Management

- (a) Charlo will classify incidents by severity and manage resolution accordingly.
- (b) For Critical and High severity incidents, Charlo will provide the Client with updates at intervals of no less than 24 hours until resolution.
- (c) Charlo will conduct a root cause analysis for Critical incidents and provide a written summary to the Client within 8 business days of resolution.

10. Service Levels Credits

If Platform availability falls below the Availability Target (as per the table below) in any calendar month for more than three (3) consecutive days, You shall be entitled to the corresponding Credit as a credit on Your next payable invoice:

Availability	Credit (% of monthly fees)
[99.5% - 99.8%]	2%
[99% - 99.4%]	3%
[below 99%]	5%

Exclusions

Support Services to be provided by Charlo under this Master Services Agreement do not include:

- (a) correction of errors or defects caused by operation of the Services in a manner other than that currently specified by Charlo;
- (b) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Services not authorised by Charlo;
- (c) correction of errors or defects caused by the use of the Services by a person not authorised by Charlo or its licensors;
- (d) correction of errors caused in whole or in part by the use of computer programs other than the Services;
- (e) correction of errors caused by Your (including the Users) failure to provide suitably qualified and adequately trained operating and programming staff for the operation of the Services;
- (f) correction of errors caused by third-party systems, networks and integrations;
- (g) training of operating or programming staff;
- (h) rectification of operator errors;
- (i) rectification of errors caused by incorrect use of the Services;
- (j) rectification of errors caused by an equipment fault;
- (k) equipment maintenance;
- (l) diagnosis or rectification of faults not associated with the Services;
- (m) furnishing or maintenance of accessories, attachments, supplies, consumables or associated items, whether or not manufactured or distributed by Charlo or its licensors;
- (n) correction of errors arising directly or indirectly out of Your (including the Users) failure to comply with this Master Services Agreement or any other agreement with Charlo or its licensors; or
- (o) correction of errors or defects which are the subject of a warranty under another agreement.