

# Service Schedule

Technilium Pty Ltd



## 1. Formation and term

### 1.1 Service Schedule

- (a) The Client and Technilium agree that this document is a Service Schedule as defined in the Master Services Agreement or Service Terms (as applicable), setting out the terms on which Technilium will provide the NetFoundry Product or the Ditno Product, or both (as identified in a Quote or as otherwise agreed between the parties).
- (b) Unless otherwise specified, terms defined in the Master Services Agreement or Service Terms (as applicable) shall have the same meaning when used in this Service Schedule.

### 1.2 Term

The term of this Service Level Schedule commences on the Commencement Date of the Master Services Agreement or the Service Terms (as applicable) and continues until the later of cessation of the Term in accordance with clause 2 of the Master Services Agreement or clause 1 of the Service Terms (as applicable), unless terminated earlier in accordance with clause 4 (**Service Schedule Term**).

## 2. Ditno Product

- (a) Ditno Pty Ltd ACN 159 782 993 or their Related Entity (**Ditno**) is the supplier of the Ditno Product pursuant to the agreement entered into between Ditno and Technilium.
- (b) Ditno is the owner or licensee of all Intellectual Property Rights in and to the Ditno security products, including Ditno network firewall, WAF and WAF proxy and all related source code, content, images, documents and other materials (including any patents and the ditno. name, logo and other marks).
- (c) The Client must not reverse engineer, decompile, disassemble, copy or reconstruct the products described in clause 2(b), the source code of, or any associated software for, the products described in clause 2(b).
- (d) For the purposes of clause 6.2 of the Master Services Agreement or clause 5.2 of the Service Terms (as applicable), the parties expressly agree that the Client's customer is permitted to access the Ditno Product and NetFoundry Product for the purpose agreed between Technilium and the Client.

## 3. NetFoundry Product

- (a) NetFoundry Inc. or their Related Entity (**NetFoundry**) is the supplier of the NetFoundry Product pursuant to the agreement entered into between NetFoundry and Technilium.
- (b) All rights, title and interest in and to the NetFoundry Product, including all Intellectual Property Rights therein, are and will remain with the Supplier or its superior licensors. The Client has no right, licence or authorisation with respect to any of the NetFoundry Product except the right to use the NetFoundry Product in accordance with the terms

of the Master Services Agreement or Service Terms (as applicable) and this Service Schedule.

- (c) The Client shall not, and shall not permit any other person (other than its' customer) to, access or use the NetFoundry Product. For purposes of clarity, and without limiting the generality of the foregoing, the Client shall not by its act or omission, and shall not permit another to:
  - (1) sell or resell or hold itself out as a reseller of the NetFoundry Product;
  - (2) build connectivity solutions or other solutions using the NetFoundry without the assistance of Technilium (as an authorised reseller);
  - (3) copy, modify or create derivative works or improvements of the NetFoundry Product or repurpose the NetFoundry Product or any component thereof;
  - (4) licence, sublicense, assign, distribute, publish or transfer any NetFoundry Product to any person;
  - (5) reverse engineer, disassemble, decompile, decode, decrypt, adapt or otherwise attempt to derive or gain access to the source code of the NetFoundry Product, in whole or part;
  - (6) repurpose or directly access any third party software licensed to NetFoundry as part of the NetFoundry Product;
  - (7) circumvent any security or protection used by the NetFoundry Product;
  - (8) bypass or breach any security device or protection used by the NetFoundry Product, as applicable;
  - (9) input, upload, transmit or otherwise provide to or through the NetFoundry Product, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;
  - (10) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the NetFoundry Product or NetFoundry's systems, in whole or part;
  - (11) remove, delete, alter or obscure any trade marks, warranties or disclaimers, or any copyright, trade mark, patent or other intellectual property or proprietary rights notices from any NetFoundry Product, including any copy thereof;
  - (12) access or use the NetFoundry Product in any manner of for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorised access to, misappropriation, use, alteration, destruction or disclosure of the data of any other NetFoundry customer), or that violates any applicable law;



- (13) access or use the NetFoundry Product for purposes of competitive analysis of the NetFoundry Product, the development, provision or use of a competing software service or product or any other purpose that is to NetFoundry's detriment or commercial disadvantage;
  - (14) access or use the NetFoundry Product in, or in association with, the design, construction, maintenance, operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the NetFoundry Product could lead to personal injury or sever physical or property damage;
  - (15) otherwise access or use the NetFoundry Product beyond the scope of the authorisation permitted under the Master Services Agreement or Service Terms (as applicable) and this Service Schedule; or
  - (16) use the Services to impair or intentionally interfere with or damage NetFoundry's or its other customer's use of the NetFoundry Product.
- (d) The Client agrees to the use, transfer (including cross-border transfer) or processing of Client data, information and Personal Information to NetFoundry as may be necessary for the provision of NetFoundry Product.

## 4. Termination of Service Schedule

### 4.1 Termination

- (a) This Service Schedule will terminate with immediate effect on termination of the Master Services Agreement or Service Terms (as applicable).
- (b) Upon:
  - (1) cessation of the supply of the NetFoundry Product, the Service Schedule as it relates to those services will terminate; or
  - (2) cessation of the supply of the Ditno Product, the Service Schedule as it relates to those services will terminate; or
  - (3) cessation of the supply of either NetFoundry Product or Ditno Product, or both, this Service Schedule will terminate in its entirety,with immediate effect.
- (c) Either party may terminate this Service Schedule for any reason, upon providing the Client with 30 days' prior written notice of such termination. In this case, the Service Schedule and the Client's access to the Ditno Product or NetFoundry Product (or both) terminates at the expiration of the period of notice.

### 4.2 Consequences of termination

Upon termination of this Service Schedule (or part thereof):

- (a) Technilium will cease providing the Client with NetFoundry Product or the Ditno Product, or both;
- (b) each party must return to the other party of (if requested by the other party) destroy, all Confidential Information belonging to the other party or that of Ditno or NetFoundry (as may be applicable); and
- (c) the parties must continue to comply with the Master Services Agreement or Service Terms (as applicable).

### 4.3 Survival

The following clauses survive termination of this Service Schedule: clauses 2, 3 and 4.2.