

Schedule B: Enterprise Terms

Last Updated: 24 September 2026

This Schedule applies where Customer and Teralo have executed an Order Form for a subscription. It is read together with the [Master Terms](#), and capitalised terms used here have the meaning given there. The contracting party is Teralo Pty Ltd (ABN 98 634 996 115, ACN 634 996 115).

Where this Schedule applies, [Schedule A](#) and [Schedule C](#) do not, and the self-serve variation regime in clause A5 has no application to Customer.

B1. Formation

The Agreement is formed when both parties execute an Order Form. The Order Form is the operative commercial document, and it incorporates these Master Terms and this Schedule.

Where the documents are inconsistent, they prevail in the order set out in clause 1 of the Master Terms: Special Conditions, then the remaining Order Form provisions, then this Schedule, then the Master Terms, then the incorporated policies.

B2. Term and Renewal

The Agreement commences on the Commencement Date stated in the Order Form and continues for the Initial Term stated there.

At the end of the Initial Term, the subscription renews automatically on a month-to-month basis unless either party gives 60 days' written notice of cancellation.

Where the Order Form states a Term End, the Initial Term ends on the Term End and the Agreement does not renew: the automatic renewal in this clause B2 does not apply, and the Agreement ends at the Term End unless the parties have executed a replacement Order Form. Where the Order Form also states a number of days of service after the Term End, and no replacement Order Form has been executed by the Term End, Teralo will continue to provide the Products and Services at no charge for up to that number of days while one is agreed. The Master Terms and this Schedule continue to govern Customer's use of the Products and Services during that period.

Where the Order Form states a Trial Period and an Opt-out Deadline, Customer may terminate the Agreement for convenience by written notice given under clause 23 of the Master Terms which, despite the notice addresses in the Order Form, must be emailed to Teralo's contact person named in the Order Form (or any replacement Teralo has notified to Customer) and be received on or before the Opt-out Deadline. If Customer does so, Teralo continues to provide the Products and Services until the date the Order Form states for an opt-out, and the Agreement ends on that date. Any fee invoiced before Teralo receives the notice, and any fee the Order Form states remains payable on an opt-out, remains payable and is not refunded. No other fee falls due. This is the right to terminate for convenience that clause 15.1 of the Master Terms refers to, and it lapses once the Opt-out Deadline has passed.

The parties may replace an Order Form at any time with a new Order Form, which takes effect only once both parties have

signed it. A replacement does not affect accrued rights or remedies.

B3. Fees and Payment

The fees, the billing frequency and the payment terms are those stated in the Order Form. Billing may be monthly, quarterly or annual, or by dated instalments, as the Order Form specifies.

Where the Order Form does not state a payment term, invoices are payable within 30 days of the invoice date.

Fees are fixed for the Initial Term unless the Order Form provides otherwise. Teralo may vary fees for a renewal period by giving written notice at least 60 days before the renewal begins, and Customer may decline by giving notice of cancellation under clause B2.

Where the Order Form states its fees as dated instalments, the first instalment is invoiced on execution of the Order Form and each later instalment is invoiced in full on the date stated against it. The Order Form states the period each instalment covers. Those periods may overlap, and an instalment date does not extend the Term.

Unless Customer terminates for convenience under clause B2 on or before an Opt-out Deadline, the fees the Order Form states for the Initial Term, whether dated instalments or a fee for each billing period, are committed fees. Each remains payable as invoiced, whether or not Customer continues to use the Products and Services, and no fee is refunded, apportioned or rebated because Customer uses them less or stops using them. This paragraph does not limit Customer's rights where Customer terminates the Agreement for cause under clause 15.1 of the Master Terms, or terminates the Agreement or part of the Products and Services under clause B4 or clause 5 of the [Data Processing Agreement](#).

B4. Variations

The Agreement may be varied only by a document signed by both parties, or by a replacement Order Form.

Teralo has no right to vary the Master Terms or this Schedule unilaterally in respect of Customer during the Term. Where Teralo publishes an updated version of the Master Terms or this Schedule, the version incorporated by Customer's Order Form continues to apply to Customer until the parties agree otherwise or a replacement Order Form is executed.

This is the substantive difference between this Schedule and Schedule A, and it is deliberate: a negotiated agreement should not change because a web page changed.

The incorporated policies may be amended on notice under clause 1.2 of the Master Terms, and an amendment applies to Customer from the date it takes effect, except that a Reducing Amendment does not apply to Customer during the Term. To the extent an amendment is a Reducing Amendment, the provision it replaced continues to apply to Customer until the parties agree otherwise or a replacement Order Form is executed.

Where a Reducing Amendment is required to comply with Law, or by a binding requirement of a provider on which the Products and Services depend, it applies to Customer from the

date stated in Teralo's notice, which must be at least 30 days after the notice unless Law requires a shorter period. Customer may then, by written notice given within 30 days of Teralo's notice, terminate the affected part of the Products and Services or, where that part cannot reasonably be separated, the Agreement, in either case without penalty. No further fees fall due for what Customer terminates, and Teralo will refund pre-paid fees for the unused portion of it.

B5. Support and Service Levels

Customer receives the support tier that the Service Level Agreement assigns to an Order Form customer, unless the Order Form states a different tier or different response targets, in which case the Order Form prevails.

The committed availability figure and the service credit schedule in the Service Level Agreement apply to Customer unless the Order Form states otherwise.

B6. Insurance

Teralo maintains the insurance stated in clause 20 of the Master Terms.

Where the Order Form specifies additional or higher cover, Teralo maintains that cover for the duration of the Agreement and provides certificates of currency on request.

B7. Security and Data Protection

The Data Processing Agreement applies to the Agreement.

Where Customer requires additional security obligations, audit rights or data residency commitments beyond those in the Data Processing Agreement, they must be recorded as Special Conditions in the Order Form.

B8. Definitions

Commencement Date: the date stated in the Order Form as the date the Agreement commences. Where the Order Form states a Term End, it is shown there as the Term Start.

Initial Term: the period stated in the Order Form during which the Agreement runs before it renews or, where the Order Form states a Term End, the period from the Commencement Date to the Term End.

Opt-out Deadline: the date stated in the Order Form as the last day on which Teralo may receive Customer's notice terminating the Agreement for convenience under clause B2.

Term End: the date stated in the Order Form on which the Initial Term ends and after which the Agreement does not renew.

Trial Period: the period stated in the Order Form, beginning on the Commencement Date, during which Customer assesses the Products and Services and within which the Opt-out Deadline falls.

Contact

For questions about this Schedule, please contact us at support@teralo.co.