

Schedule C: Project Licence Terms

Last Updated: 4 October 2026

This Schedule applies where Customer and Teralo have executed an Order Form for one or more Project Licences. 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 B do not, and the click-through variation regime in clause A5 has no application to Customer.

A Project Licence is not a subscription. Customer purchases a stated number of Licensed Projects for a single fee and holds each of them for the Service Period quoted in the Order Form. Nothing in this Schedule renews, and no fee recurs.

C1. 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.

C2. Licensed Projects and the Service Period

The Order Form lists the Licensed Projects Customer has purchased. For each one it states a reference name, an estimated start date, an estimated completion date, a Defects Liability Period in months, a Service End Date and a fee.

Each Licence permits Customer to create one Project. A Licence is applied to a Project when Customer creates that Project against it, and is consumed at that point. A consumed Licence is not released if the Project is later deleted, and one Licence may not be applied to more than one Project.

The Service End Date for a Licensed Project is the estimated completion date stated in the Order Form plus the Defects Liability Period stated there. The Service Period for that Licensed Project runs from the Commencement Date until its Service End Date.

The reference name and the estimated dates in the Order Form identify and price the Licence. They do not bind Customer. Customer may name each Project as it sees fit, and may set and later change that Project's own start and completion dates at its discretion, without breaching the Agreement and without extending, shortening or otherwise altering the Service Period. The Service End Date stated in the Order Form is the only date that governs how long Teralo provides the Products and Services for the Project.

The Term commences on the Commencement Date and continues until the last Service End Date to occur, unless the Agreement is terminated earlier in accordance with the Master Terms.

C3. Fees and Payment

The fee for each Licensed Project is stated in the Order Form. The total of those fees is the whole amount payable under the Agreement.

Teralo invoices that total as a single amount on execution of the Order Form. The invoice is payable within 30 days of the invoice date.

The fee is not a subscription fee. It does not renew, it is not charged periodically, and no further amount falls due for a Licensed Project during its Service Period.

Fees are non-refundable, except as clause C6 or clause 5 of the Data Processing Agreement provides, and are not apportioned or rebated if a Project reaches completion before its Service End Date. Customer may use a Licensed Project for the whole of its Service Period whether or not the work it records has finished.

C4. End of the Service Period

After a Licensed Project's Service End Date has passed, Teralo may give Customer written notice that the Service Period for that Project has ended. On the date stated in that notice, the Project becomes read-only.

Teralo is not obliged to give that notice on any particular date and may allow a Project to continue beyond its Service End Date. Nothing in this clause obliges Teralo to suspend, restrict or delete a Project on a date, and no such step is taken automatically.

Clause 7 of the Master Terms applies to a Project made read-only under this clause. Customer's right under clause 7 of the Master Terms to download Customer Material and Enriched Material for 90 days runs from the date stated in the notice. This does not limit Customer's rights under clause 7 of the Master Terms on expiry or termination of the Agreement.

C5. Extension

Customer may extend the Service Period for a Licensed Project, or purchase further Licensed Projects, by executing a further Order Form.

The original Order Form states the rate at which Teralo will quote an extension of a Licensed Project purchased under it, and Teralo will honour that rate for an extension of that Licensed Project. An extension takes effect only once both parties have executed the further Order Form.

An extension does not convert the Agreement into a subscription, and does not affect accrued rights or remedies.

C6. 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.

C7. 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.

C8. 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.

C9. 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.

C10. Definitions

Commencement Date: the date stated in the Order Form as the date the Agreement commences.

Defects Liability Period: the number of months stated in the Order Form for a Licensed Project, added to that Project's estimated completion date to give its Service End Date.

Licence or Project Licence: the right to create one Project, purchased under an Order Form to which this Schedule applies.

Licensed Project: a Licence listed in the Order Form, and the Project to which Customer applies it.

Service End Date: the date stated in the Order Form on which the Service Period for a Licensed Project ends.

Service Period: for a Licensed Project, the period from the Commencement Date until its Service End Date, during which Teralo provides the Products and Services for that Project.

Contact

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