

# REMOTE ORDER FORM TERMS & CONDITIONS

## 1. Background

Each order form for the purchase of Remote’s Services (**Order Form**) shall be governed by these **Order Form T&Cs**, which shall be read in conjunction with Remote’s Terms of Service (**Terms**) which also apply to all Order Forms . The latest version of the Terms is available at [Remote’s Terms of Service](#).

Unless stated otherwise, all definitions from the Terms apply to these Order Form T&Cs. Any new terms introduced here (including terms found in the Order Form) will be capitalized and in bold.

For the purposes of these Order Form T&Cs, the term **Customer** shall be included within the definition of You in the Terms.

The Order Form T&Cs take precedence over the Terms if they conflict.

## 2. Term

Each Order Form becomes effective on the **Order Form Start Date** and continues until the **Order Form End Date**, as specified in the Order Form (collectively, the **Order Form Term**).

## 3. Commercial Terms

### Definitions

A **Contract Year means** the 12-month period beginning on the Order Form Start Date and on each anniversary of that date, as applicable.

The **Net Price** stated in an Order Form represents the applicable monthly fee, after any price reduction shown on the Order Form, that the Customer is due to pay for each unit of the relevant Service.

The **Estimated Contract Value** is the annual total of the Net Price multiplied by the estimated quantity of units for a Service as shown on the Order Form.

The **Net Usage Fees** is the Net Price multiplied by the quantity of units of a Service actually consumed.

The **Minimum Contract Value** is the amount stated as such on the Order Form, representing a committed amount of spend in relation to all Services in respect of a Contract Year.

**PAYG** refers to an Order Form that explicitly states that it is pay-as-you-go.

**Qualifying Fees** equals Net Usage Fees, plus any other Service Fees incurred on the Platform.

## Terms

- a. The Customer agrees to pay the Minimum Contract Value for each Contract Year of the Order Form Term, which may be satisfied by the payment of Qualifying Fees of an amount equal to the Minimum Contract Value.
- b. If a Customer does not meet the Minimum Contract Value by the end of each Contract Year of the Order Form Term, Remote will invoice the Customer the Minimum Contract Value less any Qualifying Fees paid in respect of that Contract Year.
- c. If a Customer does not pay enough Qualifying Fees to meet the Estimated Contract Value, in respect of a Contract Year, Remote may review and adjust any volume-based discount for that Service for the remainder of the Order Form Term.
- d. This Terms section does not apply to PAYG.

## 4. Termination of an Order Form

- a. If the Customer terminates an Order Form before the Order Form Term has expired, or if Remote terminates an Order Form due to the Customer's breach, the Customer shall pay either:
  - the Minimum Contract Value for each Contract Year of the Order Form Term, less any amounts already paid pursuant to that Order Form; or
  - if no Annual Minimum Contract Value applies to that Order Form, an amount equal to 50% of the monthly average of the total Net Usage Fees invoiced under the Order Form (**Average Monthly Fee**), multiplied by the number of months remaining in the Order Form Term (**Average Fee Payment**).

This clause does not apply to PAYG.

- b. All fees due upon termination, including those stated in this section, shall be invoiced and payable in accordance with the Terms.
- c. Termination of a specific Service under an Order Form shall not affect the validity or enforceability of any remaining Services purchased under, or commitments under, that Order Form.
- d. Termination of an Order Form due to Remote's breach does not exempt the Customer from paying any Minimum Contract Value or Average Fee Payment unless the termination resulted directly from Remote's material breach of the Terms.

For the purposes of these Order Form T&Cs, a "material breach" means a breach so serious that it undermines and makes unattainable the contract's primary purpose and causes significant damage to the innocent party's business.

- e. Termination of an Order Form by Remote due to Customer's non payment or late payment of any Fees does not exempt the Customer from paying any Minimum Contract Value or Average Fee Payment.

## 5. General Provisions

- a. These Order Form T&Cs, together with the Terms and each Order Form, constitute the entire agreement between Remote and the Customer regarding the subject matter, superseding all prior agreements, understandings, or representations, whether written or oral.
- b. Other Fees remain payable in accordance with Remote's Terms of Service, and all fees paid under the Order Form are non-refundable and non-cancellable.