

REMOTE ORDER FORM TERMS & CONDITIONS

1. Background

Each order form for the purchase of Remote's Services (**Order Form**) is governed by these **Order Form Terms & Conditions (Order Form T&Cs)**.

Unless stated otherwise, all terms shall have the same meaning and definitions as in the Terms of Service (**Terms**) agreed to by You (available at [Remote's Terms of Service](#), or as otherwise agreed to between the parties), which are incorporated into these Order Form T&Cs by reference. Any newly defined terms used in the Order Form T&Cs (including terms found in the Order Form) will be capitalized and in bold. These Order Form T&Cs take precedence over the Terms only where they conflict. For the purposes of the Order Form and the Order Form T&Cs, the term **Customer** shall be included within the definition of You in the Terms.

2. Payment Terms

Minimum Contract Value (MCV): For Order Forms with a Minimum Contract Value, Customer agrees to pay the MCV - exclusive of any applicable taxes - each **Contract Year** (representing each successive 12 month period following the **Service(s) Start Date** in the Order Form). MCV may be satisfied by the payment of any Net Unit Fees and Service Fees for a Contract Year (**Implementation and Set-Up Fees** are excluded from this total).

If a Customer fails to make payments equal to or exceeding the MCV for a Contract Year, the Customer shall pay the difference between the payments received by Remote that apply to the MCV (exclusive of taxes) and the MCV for that Contract Year.

Pay As You Go (PAYG) and Price Lock: For Order Forms with an MCV of 0, Remote may adjust or remove any volume-based discounts when the Customer does not meet the **Estimated Contract Value (ECV)** (exclusive of taxes) for a Contract Year. ECV may be satisfied by the payments of any Service Fees and Net Unit Fees for a Contract Year (**Implementation and Set-Up Fees** are excluded from this total).

3. Order Form Term & Renewal

Each Order Form commences on its **Effective Date** and continues until the **Service(s) End Date** (the **Order Form Term**).

Minimum Contract Value: Following the Service(s) End Date, all Services shall automatically renew for successive 12 month periods under a new Order Form, unless either party gives the other written notice at least 30 days prior to the end of the Order Form Term. At the start of a renewed Order Form, the Net Unit Fees for each Service will increase by the greater of: (a) eight per cent (8%); or (b) the percentage increase in the US Consumer Price Index (CPI) during the previous Order Form Term.

PAYG and Price Lock (MCV is 0): Following the Service(s) End Date, the Net Unit Fee will revert to Remote's current list unit prices.

4. Termination of an Order Form

Either party may terminate an Order Form and the Order Form T&Cs if the other party breaches these Order Form T&Cs and is unable to cure the breach within 15 days of receiving notice of the breach.

MCV: If an Order Form with an MCV is terminated during the Order Form Term (other than for Remote's material breach*), the Customer shall pay the difference between the payments received by Remote that apply to the MCV (exclusive of taxes) and the MCV for each Contract Year for the remainder of the Order Form Term.

Price Lock: If a multi-year Order Form with an MCV of 0 is terminated during the Order Form Term (other than for Remote's material breach), the Customer shall pay 50% of the monthly average of the Estimated Annual Fees invoiced under the Order Form, multiplied by the number of months remaining in the Order Form Term.

PAYG: If a one year Order Form with an MCV of 0 is terminated during the Order Form Term (other than for Remote's material breach), Remote may adjust or remove any volume-based discounts.

*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 non-breaching party's business.

5. General Provisions

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. If a Customer has more than one Order Form, the most recent Order Form shall control only where they conflict.

All Fees remain payable in accordance with the Terms, and all fees paid under the Order Form are non-refundable and non-cancellable.