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# OneTrack's Deployment Agreement

Last Updated: 7 May 2024

This Deployment Agreement:

1. is entered into between CATOPCo and the Customer;
2. is binding on the Customer upon the Customer confirming its acceptance of the Fee on the OneTrack Website (as set out in further detail below); and
3. may be amended by CATOPCo at any time, and such amended terms will be effective upon such terms being posted to the OneTrack Website.

## OTHER DOCUMENTS

4. By accessing and using OneTrack, the Customer:
  - a. agrees to comply with the OneTrack Documents;
  - b. must ensure that each OneTrack User complies with OneTrack's Access Rules; and
  - c. remains liable for each OneTrack User who accesses and uses OneTrack.
5. To the extent of any inconsistency with OneTrack's Documents, the following order of priority will apply:
  - a. General Terms;
  - b. Dictionary;
  - c. Deployment Agreement; and
  - d. OneTrack's Access Rules.

## TERM

6. This Deployment Agreement commences when the Customer confirms its acceptance of the Fee on the OneTrack Website (as described in clause 2).
7. This Deployment Agreement terminates upon the earlier of the following:
  - a. when terminated by the Customer for any reason by giving 30 days written notice (which may be done at any time);
  - b. when terminated by CATOPCo or the Customer pursuant to the General Terms;
  - c. at the expiry of the final Access Period; or
  - d. upon the issue of the final certificate (or similar) under the relevant Project Contract.

## CUSTOMER'S ACCESS TO AND USE OF ONETRACK

8. The Customer has requested access to, and use of, OneTrack in respect of the Project Contract described in the Onboarding Request.
9. In response to the Customer's request set out in clause 8, CATOPCo has:
  - a. reviewed the request and the relevant Project Contract;



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- b. advised the Customer that the Project Contract is suitable for OneTrack (in CATOPCo's sole discretion); and
    - c. advised the Customer as to the Initial Fee payable in respect of the Project Contract and the Customer's access and use of OneTrack, as determined by CATOPCo.
  10. Upon payment of the Initial Fee by the Customer, payment of any subsequent Fees due under the OneTrack Documents (as determined by CATOPCo) and the Customer's compliance with the OneTrack Documents, CATOPCo will:
    - a. provide the Services to the Customer;
    - b. provide the Additional Services to the Customer (if applicable);
    - c. provide the Customer with its applicable usernames and passwords for access and use of OneTrack; and
    - d. grant the OneTrack User Licence to the Customer in accordance with the OneTrack Documents.
  11. Any Tax Invoice due and payable under this Deployment Agreement must be paid in accordance with the General Terms.