

## Infrastructure as a Service (IaaS)

### 1. Location

The Customer acknowledges and agrees that, in relation to any managed services provided under the Contract, and subject to Cenitex's prior written approval:

- (a) use Supplier personnel and resources in work locations outside Australia; and
- (b) from third-party organisations to support the delivery of the Services.

### 2. Intellectual Property

The Customer acknowledges and agrees that Cenitex will own the Intellectual Property Rights in the following documentary deliverables created by or on behalf of the Supplier in the course of fulfilling its obligations:

- (a) for any onboarding services under the Contract: Implementation Plan; technical designs; Threat and Risk Assessment Report; platform/hosting workshop deliverables; network documentation; and design deliverables; and
- (b) for any managed services under the Contract: Service Management and Support Guide; Operations Plan; Operations and Procedures Guide; Testing/User Acceptance Testing artefacts; Monthly Service Management Report and Customer billing reconciliation.

### 3. Definitions

In these terms:

**"Contract"** means the contract between the Supplier and Cenitex for the provision of Disaster Recovery as a Service Services, dated 7 October 2024, as amended on 1 May 2025 to include the provision of Infrastructure as a Service as an 'Optional Service' that may be provided to Cenitex and the Customer;

**"Logicalis"** means Logicalis Australia Pty Ltd; and

**"Supplier"** means Logicalis and any successor bodies providing the Services under that Contract.