

MASTER SERVICES AGREEMENT

This Master Services Agreement contains the terms governing the provision of services by Interactive Pty Ltd ABN: 17 088 952 023 of 461 Williamstown Road, Port Melbourne Vic 3207 (“**Interactive**”) and you, if you are a Customer who has entered into a Statement of Work with Interactive or are the recipient of Services. By agreeing to a Statement of Work, the Customer agrees to this Master Services Agreement.

1 Services, Term, and Renewal

- 1.1 Interactive will provide the Services to the Customer utilising all reasonable skill and care.
- 1.2 A Statement of Work and this Master Services Agreement, as it applies to that Statement of Work, have effect on and from the date of the Statement of Work and continues for the Term.
- 1.3 **For planning and pricing and ensuring continuity of service purposes, and unless otherwise detailed in the Statement of Work or otherwise agreed in writing:**
 - (a) **not less than 60 days before the end of the Service Term or a current Further Term of a Statement of Work, Interactive shall send a written notice to the Customer reminding them of the upcoming renewal;**
 - (b) **not less than 30 days before the end of the Service Term or a current Further Term of a Statement of Work either party may serve written notice on the other party stating it will not renew the Statement of Work; and**
 - (c) **if no such notice is served under clause 1.3(b), each Statement of Work renews for successive terms of the lesser of (i) the original contract term; or (ii) 12 months (each successive term being a “Further Term”), at the end of its Service Term and each Further Term.**

2 Termination

- 2.1 The Customer may immediately terminate a Statement of Work, by giving written notice to Interactive, if Interactive:
 - (a) materially breaches any of its obligations under the Agreement and fails to remedy such breach within 30 days after receipt of written notice;
 - (b) assigns or purports to assign its rights in breach of the Agreement, or ceases to carry on business; or
 - (c) enters into or threatens to enter into an Insolvency Event.

- 2.2 **Unless otherwise agreed in a Statement of Work, due to pricing and service delivery factors, if the Customer terminates or repudiates a Statement of Work for any reason, other than the circumstances detailed above in clause 2.1, before the end of the Term of that Statement of Work, or if Interactive terminates a Statement of Work in accordance with clause 2.3 before the end of the Term of that Statement of Work, then the Customer must pay to Interactive all Service Fees for the remainder of the Term of that Statement of Work, which represents a genuine pre-estimate of Interactive's losses.**
- 2.3 Interactive may immediately terminate a Statement of Work, in whole or part, or suspend the provision of some or all Services provided under that Statement of Work, and any other Statement of Work, by giving written notice to the Customer, if the Customer:
- (a) materially breaches any of its obligations under the Agreement and fails to remedy such breach within 30 days after the date of written notice;
 - (b) fails to pay any undisputed Service Fees within 30 days from the date of written notice of non-payment issued by Interactive, or fails to promptly pay any disputed Service Fees where the dispute is resolved in favour of Interactive either under clause 7 or otherwise;
 - (c) assigns or purports to assign its rights in breach of the Agreement, or ceases to carry on business; or
 - (d) enters into or threatens to enter into an Insolvency Event.
- 2.4 If Interactive suspends the provision of some or all Services in accordance with clause 2.3:
- (a) Interactive's rights to terminate the relevant Statement of Work in accordance with clause 2.3 are not prejudiced in any way;
 - (b) the Customer is and remains liable to pay Interactive all Service Fees as required by the Statement of Work, notwithstanding any suspension; and
 - (c) Interactive may recommence the performance of any suspended Services upon the Customer rectifying its breach under clause 2.3.
- 2.5 Termination or suspension of a Statement of Work does not (subject to Interactive's rights to suspend provision of Service under other Statements of Work in accordance with clause 2.3) affect the validity of any other Statement of Work or this Master Services Agreement.
- 2.6 The Customer indemnifies Interactive against any cost or expense (including debt recovery and legal fees on a solicitor and own client basis) incurred by Interactive arising out of or in connection with the exercise by Interactive of its rights under clause 2.3(b).

3 Payment

- 3.1 Interactive shall invoice Service Fees monthly in advance and shall invoice for consumables, Out of Scope Work and other charges (if any) monthly in arrears, unless otherwise agreed in a Statement of Work.
- 3.2 The Customer shall pay invoices no later than 14 days after the invoice date, unless otherwise agreed in a Statement of Work.

- 3.3 The Customer shall pay Interactive the Standard Charge Out Rate for each hour of Out of Scope Work, plus expenses incurred by Interactive to provide materials required to perform the Out of Scope Work.
- 3.4 All Service Fees and other charges are exclusive of GST, unless expressed otherwise.
- 3.5 Unless otherwise agreed in a Statement of Work, Interactive may charge the Customer interest on overdue amounts at the rate equivalent to the General Interest Charge rate published by the Australian Taxation Office, in addition to Interactive's other rights.
- 3.6 Unless otherwise agreed in a Statement of Work, Interactive may adjust the Service Fees annually by giving the Customer at least 90 days' written notice and the increase applied will be the greater of:
- (a) the Consumer Price Index for the prevailing 3 months; or
 - (b) an increase in operating costs, changes in existing laws or new laws, changes in contractual arrangements or costs with third-party providers, and an increase in the costs of materials any of which directly or indirectly increase the cost of supplying the Services under this Agreement.
- 3.7 The Customer may only dispute all or any part of the amount of an invoice if the Customer provides Interactive with a written notice no later than 14 days after the date of the invoice, which identifies the invoice line item being disputed and details the basis for each disputed line item (that notice is an "Invoice Dispute Notice"). The parties shall use reasonable efforts to resolve valid Invoice Dispute Notices. If the parties are unable to resolve the dispute within 10 Business Days after the date of an Invoice Dispute Notice, either party may refer the matter for dispute resolution under clause 7.
- 3.8 The Customer may withhold amounts specified in an Invoice Dispute Notice but must pay all undisputed amounts in accordance with clause 3.2. Once the dispute is resolved, the Customer shall pay, or Interactive shall credit, as the case may be, amounts due within 14 days after resolution of the dispute.

4 Taxes

- 4.1 In this clause 4, words have the same meaning as in the GST Act, unless the context otherwise requires.
- 4.2 The Customer shall pay taxes (including GST), duties, imposts or levies of any description (with the exception of income tax levied against Interactive) arising out of, affecting, or payable in connection with, the Agreement, in addition to any other amounts payable under the Agreement.
- 4.3 If there is an introduction of a new or an increase to an existing tax, duty, impost or levy by the Government (excluding income tax changes), the Service Fees shall be adjusted by an amount equal to the amount of the increased or new tax, duty, impost or levy.
- 4.4 If GST is imposed on any taxable supply in connection with the Agreement, the recipient must pay to the supplier the amount of GST in addition to, and at the same time as, payment for the taxable supply following receipt of a tax invoice.

5 Insurance

- 5.1 Interactive will maintain professional indemnity and public liability insurance of \$20M in the aggregate.
- 5.2 The Customer will maintain insurance covering its Equipment, for reasonable types and amounts.
- 5.3 Each party will provide copies to the other of current certificates of currency upon request.

6 Confidentiality and Intellectual Property

- 6.1 Each party must keep confidential all of the Confidential Information of the other party and must not, without the prior written approval of the other party, disclose or use the other party's Confidential Information, except as strictly required for the purposes of performing the Agreement.
- 6.2 Clause 6.1 does not apply to Confidential Information that is:
- (a) in the public domain, other than as a result of a breach of the Agreement;
 - (b) already known by the recipient at the time of disclosure; or
 - (c) received by the recipient from a source other than the discloser in circumstances where such source is entitled to disclose it.
- 6.3 Notwithstanding clause 6.1, the recipient of the other party's Confidential Information ("Recipient") may disclose that Confidential Information:
- (a) to the Recipient's personnel or professional advisors as required to perform the Agreement, provided, however, the person to whom the Confidential Information is disclosed is subject to confidentiality obligations no less restrictive than those contained in the Agreement; or
 - (b) if legally required to be disclosed by the Recipient, provided, however, that the Recipient only discloses the minimum amount of information necessary to comply with the obligation, and notifies the other party as soon as possible after becoming aware that the Recipient is required to disclose the Confidential Information.
- 6.4 Intellectual Property comprised in the Services and any other equipment or materials used by Interactive to provide the Services are, and remain, owned exclusively by Interactive and / or its third-party service providers.
- 6.5 Subject to clause 6.6, all right, title and interest in any content and data generated solely by the Customer as a direct result of using the Services is retained by the Customer.
- 6.6 If any additional third-party software or applications are required to receive the Services, unless otherwise specified in a Statement of Work the Customer is responsible for procuring the rights to such items and for any configuration, interoperability issues, maintenance and storage of the third-party software.
- 6.7 Unless explicitly stated, nothing in the Agreement is intended to give a party any Intellectual Property rights in, or other rights with respect to, any trademark, copyright, business name, logo, trading style, process, methodology or other Intellectual Property of the other party.

7 Dispute Resolution

- 7.1 Neither party will commence court proceedings or action against the other party under or in connection with the Agreement unless it has first attempted to resolve the dispute under this clause 7 (subject to clause 7.4).
- 7.2 A party claiming that a dispute has arisen under the Agreement shall give the other party a notice setting out details of the dispute ("Dispute Notice") and, within a period of 5 Business Days after the Dispute Notice is given (or longer period if the parties agree in writing), representatives of the parties must meet and shall use reasonable endeavours to resolve the dispute.

- 7.3 If the dispute is not resolved under clause 7.2, the Chief Financial Officers (or equivalent) of the parties must meet and use reasonable endeavours to resolve the dispute within 10 Business Days after the date of the Dispute Notice. If the dispute is not resolved within 15 Business Days after the date of the Dispute Notice, either party may commence legal proceedings in a court of law.
- 7.4 This clause 7 does not apply where urgent interlocutory relief is required, or where the dispute relates to amounts not paid by the Customer that are not subject to a valid Invoice Dispute Notice in accordance with clause 3.7.

8 Force Majeure

- 8.1 Neither party will be responsible for any delays or errors in its performance or non-performance of its obligations under the Agreement (except for payment obligations) due to a Force Majeure event.
- 8.2 If the Force Majeure event continues for more than 60 days, either party may terminate the Agreement (without affecting the accrued rights and obligations of the parties as at the date of termination) by written notice to the other.

9 Warranties and Indemnities

- 9.1 The parties warrant to each other that they have all necessary licenses and consents to enter into and perform the Agreement.
- 9.2 Subject to the provisions of clause 10, the Customer and Interactive (each an "Indemnifier") indemnifies the other party (the "Indemnified Party") from any loss or liability incurred by the Indemnified Party that is caused by:
- (a) a material breach of the Agreement by the Indemnifier;
 - (b) the Indemnifier infringing the Intellectual Property of any person;
 - (c) fraudulent or negligent acts or omissions of the Indemnifier, its officers, employees or agents; or
 - (d) where Interactive is the Indemnifier, unauthorised access to Customer Data that results in the compromise of unencrypted Customer Data, to the extent such access or compromise was caused by Interactive not complying with its obligations in clause 11.3.
- 9.3 The Indemnifier's liability to indemnify the Indemnified Party is reduced to the extent the Indemnified Party caused or contributed to the event giving rise to the indemnity.

10 Limitations of Liability

- 10.1 **If a warranty, condition or guarantee is implied by the *Competition and Consumer Act 2010* (Cth) or other relevant legislation which may not be excluded, restricted or modified by agreement, then Interactive's liability for any breach of such an implied warranty, condition or guarantee is limited solely to the resupply of the relevant Service or the payment to the Customer of the cost of having the Service provided again.**

- 10.2 **With the exception of any matters or amounts relating to clauses 10.1 or 2.6, a party's liability to the other party for all proven loss and damage (except for personal injury, death to any person, or loss or damage to property of the other party) arising from a breach of the Agreement, or a claim under common law or tort (including negligence) is limited, in aggregate, to 12 months of Service Fees payable by the Customer (or on the Customer's behalf) under the breached Statement of Work.**
- 10.3 **To the extent permitted by law and notwithstanding any other provisions of the Agreement, Interactive, the Customer, and each of their officers, employees, agents or contractors are not liable for any incidental, special, indirect, punitive or consequential damages. For the purposes of this clause and without limitation, loss and liability incurred by the Customer due to downtime costs, lost profits, lost revenue, lost reputation, loss of use, loss of goodwill and failure to realise anticipated savings are deemed to be damages of a consequential nature.**
- 10.4 **If Interactive provided recommendations to the Customer to rectify or mitigate issues within the Customer's environment, the Customer did not implement the recommendations, and those issues caused or contributed to loss or liability being incurred by the Customer, the Customer irrevocably releases interactive from, and indemnifies Interactive against, any such loss or liability.**
- 10.5 **Interactive is not liable to the Customer for, and the Customer irrevocably releases Interactive from all claims arising out of or in relation to, any loss or damage suffered by the Customer if such loss or damage was caused by the Customer's business continuity and disaster recovery plan being faulty or inadequate, in that it failed to provide for the usual courses of action that would have prevented such loss or damage.**

11 Privacy and Data Security

- 11.1 Interactive complies with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and only processes, uses or discloses Personal Information received from the Customer for the purposes of performing Interactive's obligations to the Customer in accordance with Interactive's privacy policy, or as required by law.
- 11.2 The Customer shall comply with its obligations under the Privacy Act, including the Notifiable Data Breaches Scheme established under Part IIIIC of the Privacy Act.
- 11.3 Interactive has implemented and will maintain technical and organisational measures to protect Customer Data (including Personal Information) against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. The Customer may request to view Interactive's security controls documentation, which outlines a set of security controls implemented by Interactive across Interactive's environment to manage risks that threaten the confidentiality, integrity and/or availability of Interactive's data and Customer Data, including Personal Information.
- 11.4 Unless otherwise agreed in a Statement of Work, Customer Data may be processed outside Australia, including in connection with the provision of remote support or if disclosed to Interactive via email.
- 11.5 Where the Customer notifies Interactive in writing that the Security of Critical Infrastructure Laws apply to the Customer, Interactive will take reasonable action to assist the Customer to comply with any lawful notice, direction or request issued to the Customer under the Security of Critical Infrastructure Laws in relation to the Services, where the Customer provides a copy of such notice to Interactive.

12 Data Incident Procedure

- 12.1 Interactive will notify the Customer as soon as reasonably possible and, in any case, no later than 3 Business Days, after confirming that a Data Incident occurred that materially affected the Customer.
- 12.2 If Interactive suspects or knows of a Data Incident, and there are reasonable grounds to suspect that the Data Incident is an Eligible Data Breach in relation to any Personal Information which Interactive holds in respect of the Services, Interactive will:
- (a) remain in compliance with the Privacy Act at all times in relation to that suspected Eligible Data Breach;
 - (b) seek to contain and remedy the Data Incident to prevent any serious harm occurring to an individual;
 - (c) conduct an assessment of the suspected Eligible Data Breach in accordance with the Privacy Act;
 - (d) if Interactive determines that an Eligible Data Breach has occurred and notification of that Eligible Data Breach is required under the Privacy Act, Interactive will contact the Customer to discuss the Eligible Data Breach and come to an agreement about how to notify affected individuals and the Australian Information Commissioner ("**Commissioner**"), and which party will notify them;
 - (e) provide all reasonable co-operation to the Customer, the Commissioner and affected individuals in relation to the Eligible Data Breach; and
 - (f) if Interactive believes the Customer and Interactive will not come to an agreement about how to notify affected individuals or the Commissioner, or who will notify them, Interactive will seek direction from the Commissioner about how to proceed and, in those circumstances, will comply with the Commissioner's directions.
- 12.3 If the Customer suspects or knows of a data breach and there are reasonable grounds to suspect that the data breach is an Eligible Data Breach in relation to any Personal Information which Interactive holds in respect of the Services, or the data breach may otherwise impact on, an agreement the Customer has with Interactive (for example, if the Customer's data that Interactive hosts is accessed without authorisation), the Customer will:
- (a) remain in compliance with the Privacy Act at all times;
 - (b) seek to contain and remedy the data breach to prevent any serious harm occurring to an individual;
 - (c) conduct an assessment in accordance with the Privacy Act;
 - (d) if the Customer determines that an Eligible Data Breach has occurred and notification of that Eligible Data Breach is required under the Privacy Act, the Customer will contact Interactive to discuss the Eligible Data Breach and come to an agreement about how to notify affected individuals and the Commissioner, and which party will notify them; and
 - (e) provide all reasonable co-operation to Interactive, the Commissioner, Interactive's other customers that may be affected and individuals in relation to the Eligible Data Breach.
- 12.4 If Interactive is to issue an Eligible Data Breach notification, then:
- (a) after completing the steps under clause 12.2(d) or 12.3(d) (as applicable), Interactive must promptly provide the Customer with a draft of the notification;
 - (b) the Customer may request reasonable changes to the draft notification within 2 Business Days of the date Interactive provides the draft notification to the Customer; and

- (c) Interactive will then issue the notification in accordance with the requirements of the Privacy Act.
- 12.5 If the Customer is to issue an Eligible Data Breach notification, then the Customer must:
- (a) after completing the steps under clause 12.2(d) or 12.3(d) (as applicable), promptly provide Interactive with a draft of the notification;
 - (b) make any changes to the notification that are reasonably requested by Interactive within 2 Business Days; and
 - (c) then issue the notification in accordance with the requirements of the Privacy Act
- 12.6 Without limiting Interactive's obligations under clause 11.5, to the extent that the Security of Critical Infrastructure Laws apply to the Customer and Interactive has been so notified by the Customer in writing, Interactive will:
- (a) notify the Customer, as soon as reasonably possible and, in any case, no later than 3 Business Days after becoming aware that a material Cyber Security Incident in relation to the Services has occurred or is occurring;
 - (b) provide the Customer with details of that Cyber Security Incident; and
 - (c) if Interactive is notified that the Cyber Security Incident impacts the availability of essential goods or services provided by the Customer and the Customer so requests, Interactive will take reasonable action to keep the Customer updated regarding the status and management of the Cyber Security Incident until the incident is resolved.

13 Subcontracting

- 13.1 Interactive may subcontract the Services, provided always that any subcontractor appointed by Interactive is appropriately trained, experienced and qualified to perform the Services. Despite the appointment of any sub-contractor by Interactive, Interactive remains liable to perform its obligations under the Agreement.
- 13.2 Interactive is responsible for the conduct of all sub-contractors appointed by Interactive that perform Services under the Agreement, whether or not the conduct is within the authority conferred on the particular sub-contractor.

14 Modern Slavery

- 14.1 For the purposes of this clause 14, "Modern Slavery" shall have the meaning given to it in the *Modern Slavery Act 2018 (Cth)*, and Interactive shall:
- (a) take commercially reasonable steps to identify, assess and address risks of Modern Slavery practices in its operations and supply chains;
 - (b) notify the Customer of any actual instances of Modern Slavery practices within its operations and supply chains, but only where relevant or applicable to the Services, as soon as reasonably practicable upon becoming aware of such instances (and any relevant action taken); and
 - (c) publish its Modern Slavery statement on the relevant Australian government website.

15 Variation

- 15.1 Interactive may (acting reasonably) vary this Master Services Agreement at any time provided that Interactive notifies the Customer of any proposed material variation in writing no less than 30 days in advance of any such variation and posts an updated version at www.interactive.com.au/terms-and-conditions or such other URL as may be used by Interactive and stated in the notice. The variation to the Master Services Agreement will apply from the version date stated on the varied Master Services Agreement, and by continuing to use the Services or signing a Statement of Work after that date, the Customer agrees to the varied Master Services Agreement.
- 15.2 If the proposed variation materially and adversely impacts the rights or obligations of the Customer under the Master Services Agreement (including (i) through the imposition of, or increase to, any fee or charge payable by the Customer beyond anything detailed at clause 3.6, or (ii) by amending clause 3, but excluding changes required by law or regulatory bodies), the Customer may elect to remain on the then current version of the Master Services Agreement by giving fourteen (14) days written notice to Interactive. This notice must be given by the Customer to Interactive within thirty (30) days of Interactive notifying the Customer of the proposed variation. Where this election is made by the Customer the parties will sign an executable copy of the last agreed Master Services Agreement.

16 Miscellaneous

- 16.1 Each party will appoint one or more contract representatives, who will co-ordinate the performance of that party's obligations and have the authority to approve changes regarding the Agreement on behalf of that party.
- 16.2 Interactive does not provide Payment Card Industry Data Security Standard ("PCI-DSS") compliance tiered accreditation as a service. The Customer is solely responsible for its PCI-DSS compliance.
- 16.3 The Customer does not have any right to set-off amounts it owes Interactive against any amounts owed by Interactive to the Customer including the amount of any claim that the Customer has or may have against Interactive.
- 16.4 In the event of any inconsistency in the provisions of a Statement of Work and the provisions of this Master Services Agreement, the following order of precedence will apply:
- (a) Master Services Agreement; and
 - (b) Statement of Work, unless the Statement of Work explicitly varies a clause of the Master Services Agreement in which case that variation will take precedence.
- 16.5 The Agreement prevails over any terms and conditions contained in any Customer documentation, including the Customer's purchase order or other trade documentation.
- 16.6 The Agreement is governed by the laws of Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- 16.7 Each Statement of Work may be signed in any number of counterparts. Each counterpart is an original and, together, all counterparts form one single document. Each Statement of Work may be signed electronically.
- 16.8 Any notice or other communication to or by a party to the Agreement must be in legible writing and in English and may be delivered by hand, post, or electronic mail.
- 16.9 If anything in the Agreement is unenforceable or invalid, it is severed, and the rest of the Agreement remains in force.

- 16.10 Each party must pay its own legal costs of and incidental to the preparation and completion of the Agreement.
- 16.11 The Agreement binds and benefits the parties and respective successors and assigns permitted under clause 16.13.
- 16.12 Capitalised terms defined in this Master Services Agreement are given the same meaning when used in a Statement of Work.
- 16.13 The Agreement may not be assigned or novated without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 16.14 A right may only be waived in writing and must be signed by the party giving the waiver, and no other conduct of a party (including a delay in exercising, relaxation of or failure to exercise the right) operates as a waiver of the right or otherwise prevents the exercise of the right.
- 16.15 The Agreement contains the entire agreement between the parties concerning the subject matter of the Agreement and supersedes all prior communications, agreements, proposals, work orders or correspondence between the parties.
- 16.16 The provisions of the Agreement that are intended to have, or are capable of having, effect after the expiration or termination of the Agreement (including provisions relating to warranties, indemnities, liability, confidentiality, licence and Intellectual Property rights) remain in full force and effect following termination of all or any part of the Agreement.
- 16.17 Unless otherwise notified in writing by the Customer, the Customer permits Interactive to refer to and use the Customer's name and logo in its marketing materials and promotional activities.
- 16.18 The parties shall adhere to all applicable Australian workplace laws and regulations concerning workplace safety, including with respect to both physical and psychological health. This applies to all work settings and each other's employees, agents, or contractors, including on-site at the other party's place of business and with respect to any form of communication.

17 Definitions and Interpretation

- 17.1 In this Master Services Agreement the following definitions apply:

Agreement means this Master Services Agreement and each Statement of Work.

After Hours means the hours that are not the Business Hours.

Business Day means a day that is not a Saturday, Sunday or a public holiday in the State in which the Services are to be performed.

Business Hours are the hours between 8.30am and 5.30pm, on Business Days, local time in the State in which the Services are to be performed.

Confidential Information means non-public information that relates to the disclosing party's business operations, financial condition, customers, products, services or technical knowledge, including the terms and conditions of the Agreement, except as otherwise specifically agreed in writing by the parties.

Customer means the entity defined as the customer in a Statement of Work or any document detailing the Services, or if the customer is not so defined, the entity receiving Services from Interactive.

Customer Data means the Customer's data (which may include Confidential Information disclosed to Interactive by the Customer) that is held, accessed or used by Interactive.

Cyber Security Incident means one or more acts, events or circumstances involving the unauthorised access to or modification of computer data or a computer program; the unauthorised impairment of electronic communication to or from a computer; or the unauthorised impairment of the availability, reliability, security, or operation of a computer, computer data, or a computer program. If a term is defined in the Security of Critical Infrastructure Laws, it is given the same meaning when used in this definition.

Data Incident means a material incident affecting the whole or part of Interactive's IT environment that is relevant to the Services, which involves unauthorised access to, or unauthorised disclosure, alteration, destruction, or loss of Customer Data controlled by Interactive, and includes an Eligible Data Breach.

Eligible Data Breach has the same meaning as in the *Privacy Act 1988* (Cth).

Equipment means the physical or virtual equipment set out in the relevant Statement of Work and may include both hardware and software (if any) and is the property of either Interactive or the Customer (as specified).

Force Majeure means any circumstances beyond the reasonable control of a party, including natural causes (such as fire, lightning, earthquake, flood, storm), explosion, industrial dispute and acts of terrorism.

Further Term has the meaning given to it in clause 1.3(c).

GST means the goods and services tax prescribed under the GST Act or any replacement or subsequent similar tax.

GST Act means *A New Tax System (Goods and Services) Act 1999* (Cth).

Invoice Dispute Notice is defined in clause 3.7.

Insolvency Event means, in relation to a party, one or more of the following:

- (a) the party is presumed insolvent under s459C of the *Corporations Act 2001* (Cth);
- (b) a liquidator or controller is appointed in respect of the party or any property of the party; and
- (c) the party entering into a compromise, administration or arrangement with, or assignment for the benefit of, any of its members or creditors, except to reconstruct or amalgamate while solvent.

Intellectual Property means all intellectual property rights, including current and future registered and unregistered rights, in respect of copyright, patent, patent applications, designs, design applications, trade mark, trademark applications, service marks, trade names, business names, eligible layout right or similar right, whether registered or not any invention, discovery, trade secret, know-how, computer software, technical information, Confidential Information, any other rights resulting from intellectual activity in any field and any grant of registration for or title to anything referred to in this paragraph.

Out of Scope Work means any services performed or work provided by Interactive upon request by the Customer that is not included in the Services.

Personal Information has the meaning defined in the *Privacy Act 1988* (Cth).

Security of Critical Infrastructure Laws means the *Security of Critical Infrastructure Act 2018* (Cth) and any regulations or rules made under that Act.

Service Fees means the fees for the Services as set out in, or payable in accordance with, the relevant Statement of Work.

Service Start Date means the date set out in, or determined by, a Statement of Work.

Service Term means the period commencing from the Service Start Date until the expiration of the Service Term, as set out in the relevant Statement of Work.

Services means the services described in the relevant Statement of Work, or otherwise agreed in writing between the parties, that are provided by Interactive to the Customer.

Standard Charge Out Rate means the hourly rates charged for Out of Scope Work as published and/or provided by Interactive to the Customer from time to time.

Statement of Work means a document, including a statement of work or purchase order, agreed between Interactive and the Customer that sets out (amongst other things) the scope of the services to be performed by Interactive and the Service Fees payable for those services.

Term means, for each Statement of Work, the Service Term and each Further Term.

17.2 In the Agreement, except where the contrary intention is expressed:

- (a) a reference to a Statement of Work includes any schedules, service levels, service descriptions referred to in that Statement of Work and, in the case of private cloud services, includes any of Interactive's applicable online terms;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) "including" and similar expressions are not words of limitation;
- (d) clause headings are for convenience only; and
- (e) monetary references are to Australian currency.