SYSTEMS MAINTENANCE AGREEMENT

This Systems Maintenance Agreement ("**SM Agreement**") contains the terms governing the provision of Services by **Interactive New Zealand Limited NZBN: 9429031513197** of 461 Williamstown Road, Port Melbourne VIC 3207 ("**Interactive**") and the Customer named in the Systems Maintenance Statement of Work (the "**Statement of Work**"). By agreeing to a Statement of Work, the Customer agrees to this SM Agreement.

1 Term

1.1 The Statement of Work and this SM Agreement, as it applies to the Statement of Work, have effect on and from the date of the Statement of Work and continues for the Term.

1.2 Subject to clause 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 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

(b) if no such notices are served under clause 1.2(a), 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

1.3 If the Customer is a consumer or small business (as defined by the *Competition and Consumer Act 2010* or the *ASIC Act 2001*):

(a) the Customer may serve written notice to terminate a Statement of Work within no less than 30 days at any time after the end of the original Service Term or at any time during a Further Term of a Statement of Work; unless

(b) not less than 60 days before the end of the Service Term or a current Further Term of a Statement of Work, Interactive had sent a written notice to the Customer reminding them of the upcoming renewal.

2 Termination

2.1 The Customer may immediately terminate a Statement of Work, by giving written notice to Interactive, if Interactive:

(a) materially breaches this 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 or suspend the Statement of Work or Service, in whole or part, and any other Statement of Work, by giving written notice to the Customer, if the Customer:

(a) materially breaches this 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 13 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 Statement of Work are not prejudiced in any way;

(b) the Customer is and remains liable to pay Interactive all Service Fees notwithstanding any suspension; and

(c) Interactive may recommence the performance of any suspended Services upon the Customer rectifying its breach.

2.5 Termination or suspension of the Statement of Work does not (subject to Interactive's rights to suspend provision of Service under other Statements of Work under clause 2.3) affect the validity of the 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 Services

3.1 Interactive will provide Services for the Equipment set out in the Statement of Work utilising all reasonable skill and care.

3.2 All requests for the maintenance Services must be made in accordance with the Support Card Procedure.

3.3 During the Principal Hours, Interactive or its subcontractors will provide labour and parts to maintain the Equipment at the Locations in good working order by providing:

(a) Such Remedial Maintenance, as may be deemed necessary by Interactive to keep the Equipment in good working order and Interactive will use reasonable endeavours to respond to requests for such remedial services within the Response Time; and

(b) Preventative Maintenance, at such times as Interactive may determine or in accordance with any manufacturer's recommendations.

3.4 The Customer acknowledges that in some cases it may not be practical and/or possible to carry out the required repair at the Location and that the removal of the Equipment to Interactive's service centre may be necessary. If this occurs, Interactive will notify the Customer in writing and obtain the Customer's written consent before removing the Equipment. Interactive will use reasonable endeavours to provide a functionally equivalent loan unit (where this is practical) and to return the Equipment within five Business Days.

3.5 Interactive will not be liable to the Customer for any loss or damage suffered by the Customer if such loss or damage was caused as a result of:

(a) any software loaded onto the Equipment not functioning within the production environment in accordance with its functional specification; or

(b) the Customer not consenting to Interactive removing the Equipment in accordance with clause 3.4.

4 Parts

4.1 Interactive will maintain a sufficient inventory of spare parts and components as may be reasonably required to provide the Services. All replacement parts installed by Interactive will become the property of the Customer and the replaced parts removed from the Equipment will become the property of Interactive.

5 Equipment Changes

5.1 The Customer may request to add or delete Equipment from the Statement of Work. The Customer may only request to delete Equipment that has been decommissioned.

5.2 The Customer's request must list the items of Equipment to be added or deleted and the dates the Customer would like the changes to take affect from, such date to be no earlier than 30 days after the date of the request. If such change is acceptable to Interactive, Interactive will provide a written quote to the Customer setting out the impact of the change on the Service Fees and the terms of the Statement of Work.

5.3 Upon acceptance of the quote by the Customer, the Equipment List and the Service Fees payable under the Statement of Work will be adjusted in accordance with the quotation, or as otherwise agreed in writing between the parties.

5.4 Prices related to any Equipment which is decommissioned will be deleted from the Service Fees after the expiration of the 30 day notice period. If the Customer requests to delete Equipment which contains any third party vendor support, any associated fees or charges associated with that Equipment, charged by the third-party vendor will be payable by the Customer.

6 Other Changes

6.1 The Customer must provide 30 days' written notice before any upgrades to Equipment, change to Location or relocation of devices. If such change is acceptable to Interactive, Interactive will provide a written quote to the Customer setting out the impact of the change on the Service Fees and the terms of this Statement of Work.

6.2 Upon acceptance of the quote by the Customer, the Equipment List and the Service Fees payable under the Statement of Work will be adjusted in accordance with the quotation, or as otherwise agreed in writing between the parties.

7 Customer obligations

7.1 The Customer shall:

(a) follow the Support Card Procedure when requiring Interactive to provide Remedial Maintenance;

(b) ensure that Interactive's personnel have full and safe access to the Equipment during the Principal Hours for the purposes of providing the Services;

(c) ensure that Interactive's personnel have reasonable access to adequate working space, telephones, electricity and Internet access whilst on site;

(d) be solely responsible for maintaining a procedure for the backing up and restoration of its own data; and

(e) promptly provide Interactive with any information that Interactive reasonably requests to enable it to provide the Services.

8 Out of Scope Services

8.1 The following items are Out of Scope and are not included in the Services provided by Interactive:

(a) any activity or costs associated with the procurement or installation of consumables as deemed by the original equipment manufacturer;

(b) the rebuilding, reconditioning, or modification of the Equipment or attachments to the Equipment or the correction of any servicing provided to the Equipment by an alternative service provider;

(c) maintenance services provided at the Customer's request outside the Principal Hours;

(d) any upgrade or maintenance services or replacement parts in relation to any equipment which is not Equipment or which for some other reason is outside the scope of the Services in the Statement of Work;

(e) Services in respect of any equipment which is not listed in the Equipment List, or if the Equipment does not contain a defect or fault as determined by Interactive in its discretion, exercised reasonably;

(f) Hardware Installation Services;

(g) Services required as a direct or indirect result of:

(i) the Customer's negligence or misuse of the Equipment;

(ii) the operation or storage of the Equipment in a physical environment outside the requirements specified by the manufacturer;

(iii) the operation of the Equipment in contravention of either the manufacturer's specifications or Interactive's reasonable instructions; or

(iv) any alteration, modification, relocation or adjustment to the Equipment outside the manufacturer's specifications or without Interactive's approval, which shall not be unreasonably withheld.

8.2 If Interactive provides Out of Scope Work at the Customer's request, such as those services referred to in clause 8.1, the Customer shall pay the applicable Standard Charge Out Rate (either the Business Hours rate or the After Hours rate) for each hour of Out of Scope Work provided.

8.3 Where the Out-of-Scope Work includes the provision of Hardware Installation Services the particulars of any installation will be mutually agreed in the applicable time and materials quotation prior to the performance of the Hardware Installation Services. The Customer may accept the time and materials quotation for the Hardware Installation Services by email and Interactive will provide the relevant Services if the quote is accepted.

9 Payment

9.1 The monthly Service Fees are set out in the Equipment List.

9.2 Interactive shall invoice Service Fees monthly in advance and shall invoice for Out of Scope Work and other charges (if any) monthly in arrears, unless otherwise agreed in the Statement of Work.

9.3 The Customer shall pay invoices no later than 14 days after the invoice date, unless otherwise agreed in the Statement of Work.

9.4 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. The Customer will be charged on a time and materials basis for any parts and labour that may be required for Out of Scope services.

9.5 All Service Fees and other charges are exclusive of GST, unless expressed otherwise.

9.6 Unless otherwise agreed in a Statement of Work, Interactive may charge the Customer interest on overdue amounts at the rate equivalent to the Official Cash Rates published by the Reserve Bank of New Zealand, in addition to Interactive's other rights.

9.7 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.

9.8 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 13.

9.9 The Customer may withhold amounts specified in an Invoice Dispute Notice but must pay all undisputed amounts in accordance with clause 9.3. 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.

10 Taxes

10.1 In this clause 10, words have the same meaning as in the GST Act, unless the context otherwise requires.

10.2 The Customer shall pay taxes (including GST), duties, imposts or levies (with the exception of income tax levied against Interactive) in connection with, the Agreement, in addition to any other amounts payable under the Agreement.

10.3 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 increase.

10.4 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.

11 Insurance

11.1 Interactive will maintain professional indemnity and public liability insurance of $20M in the aggregate.

11.2 The Customer will maintain insurance covering its Equipment, for reasonable types and amounts.

11.3 Each party will provide copies to the other of current certificates of currency upon request.

12 Confidentiality and Intellectual Property

12.1 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.

12.2 Clause 12.1 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.

12.3 Notwithstanding clause 12.1, 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.

12.4 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.

12.5 Subject to clause 12.3, 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 and the Customer grants Interactive a non-exclusive, royalty-free licence to use the content and data to perform the Services.

12.6 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.

12.7 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.

13 Dispute Resolution

13.1 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 13 (subject to clause 13.4).

13.2 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 5 Business Days after the Dispute Notice is given (or longer if the parties agree in writing), representatives of the parties must meet and shall use reasonable endeavours to resolve the dispute.

13.3 If the dispute is not resolved under clause 13.2, 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.

13.4 This clause 13 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 9.7.

14 Force Majeure

14.1 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.

14.2 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.

15 Warranties and Indemnities

15.1 Each party warrants to the other that they have all necessary licenses and consents to enter into and perform the Agreement.

15.2 Subject to the provisions of clause 16, the Customer and Interactive (each an "Indemnifier") indemnifies the other party (the "Indemnified Party") from any, loss or liability caused by:

(a) A material breach of the Agreement by the Indemnifier;

(b) the Indemnifier infringing the Intellectual Property of any person; or

(c) fraudulent acts or omissions of the Indemnifier, its officers, employees or agents.

15.3 The Indemnifier's liability to indemnify the Indemnified Party is reduced to the extent the Indemnifier caused or contributed to the event giving rise to the indemnity.

16 Limitations of Liability

16.1 The parties both confirm, acknowledge and agree that:

(a) they are each 'in trade';

(b) the Services are supplied to the Customer and acquired by the Customer in trade and for a business purpose; and

(c) the statutory guarantees and implied terms, covenants and conditions contained in the Consumer Guarantees Act 1993 are excluded from this Agreement to the fullest extent permitted at law.

16.2 Notwithstanding clause 16.1, If a warranty, condition or guarantee is implied by the Consumer Guarantees Act 1993 (CGA) 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.

16.3 With the exception of any matters relating to clause 16.2 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 under the breached Statement of Work.

16.4 To the extent permitted by law and notwithstanding any other provisions of the Agreement, Interactive, and the Customer, 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, lost Non-Customer Data, loss of use, loss of goodwill and failure to realise anticipated savings are deemed to be damages of a consequential nature.

16.5 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.

16.6 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.

17 Privacy and Data Security

17.1 Interactive complies with the Privacy Act 2020 ("Privacy Act") and only processes, uses or discloses Personal Information (as that term is defined in the Privacy Act) 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.

17.2 The Customer must take reasonable steps to ensure that personal information provided to Interactive is accurate, up to date, complete, relevant and not misleading.

17.3 The Customer shall comply with its obligations under the Privacy Act, and promptly notify Interactive in writing if it becomes aware of any breach of the Privacy Act or any unauthorised disclosure misuse, or access to personal information, or action that prevents the Customer from accessing personal information on either a permanent or temporary basis, or this clause 17. The Customer shall provide all reasonable co-operation to Interactive in relation to any breach of the Privacy Act, any data breach or any investigation (including any investigation occurring as a consequence of any mandatory data breach notification) carried out by the Privacy Commissioner.

17.4 Interactive has implemented and will maintain technical and organisational measures to protect 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 and customers' data, including Personal Information.

18 Subcontracting

18.1 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.

18.2 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.

19 Variation

19.1 Interactive may (acting reasonably) vary this Systems Maintenance 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 https://www.interactive.com.au/hwm-terms-and-conditions-nz/ or such other URL as may be used by Interactive and stated in the notice. The variation to the Systems Maintenance Agreement will apply from the version date stated on the varied Systems Maintenance Agreement, and by continuing to use the Services after that date, the Customer agrees to the varied Systems Maintenance Agreement.

19.2 If a variation proposed in accordance with clause 19.1 materially and adversely impacts the rights or obligations of the Customer under the Systems Maintenance Agreement (including (i) through the imposition of, or increase to, any fee or charge payable by the Customer beyond anything detailed at clause 9.7 or (ii) by amending clause 9, but excluding changes required by law, regulatory bodies, third party providers or to the Standard Charge Out Rates), the Customer may elect to remain on the then current version of the System Maintenance Agreement (if possible) 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 Systems Maintenance Agreement.

20 Miscellaneous

20.1 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.

20.2 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.

20.3 The Customer does not have any right to set-off amounts it owes Interactive against any amounts owed by Interactive.

20.4 This Agreement prevails over any terms and conditions contained in any Customer documentation.

20.5 The Agreement is governed by the laws of New Zealand and each party submits to the non-exclusive jurisdiction of the courts of New Zealand.

20.6 The Statement of Work may be signed in any number of counterparts. Each counterpart is an original and, together, all counterparts form one single document. The Statement of Work may be signed electronically.

20.7 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.

20.8 If anything in the Agreement is unenforceable or invalid, it is severed, and the rest of the Agreement remains in force.

20.9 Each party must pay its own legal costs of and incidental to the preparation and completion of the Agreement.

20.10 The Agreement binds and benefits the parties and respective successors and assigns permitted under clause 20.11

20.11 The Agreement may not be assigned or novated without the prior written consent of the other party, such consent not to be unreasonably withheld.

20.12 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 operates as a waiver of the right or otherwise prevents the exercise of the right.

20.13 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.

20.14 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.

20.15 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.

20.16 The parties shall adhere to all applicable New Zealand 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.

21 Precedence, Definitions and Interpretation

21.1 In the event of any inconsistency in the provisions of the Statement of Work and the provisions of this SM Agreement, the following order of precedence will apply:

(a) SM Agreement; and

(b) Statement of Work, unless the Statement of Work explicitly varies a clause of the SM Agreement in which case that variation will take precedence.

21.2 Capitalised terms defined in this SM Agreement are given the same meaning when used in a Statement of Work.

21.3 In the Agreement the following definitions apply:

Agreement means this SM Agreement and the Statement of Work.

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

Business Day means:

(a) for receiving a notice under clause 20.7, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and

(b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in Auckland, New Zealand.

Business Hours are the hours between 8.30am and 5.30pm, on Business Days, in the State 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.

Consumer Price Index or CPI means the Consumer Price Index published by Statistics New Zealand and is calculated as the percentage increase between the CPI for the quarter preceding the previous review date and the CPI for the quarter immediately preceding the current review date."

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

Equipment means the physical equipment set out in the Statement of Work.

Equipment List means the list of devices that Interactive will provide the Services for, as set out in the Statement of Work.

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 1.2(b).

Hardware Installation Services means a new piece of hardware will be installed, configured and tested.

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

GST Act means the Goods and Services Tax Act 1985.

Invoice Dispute Notice is defined in clause 9.8.

Insolvency Event means, in relation to a party, any one or more of the following, where that party becomes unable to pay its debts as they fall due, a statutory demand is served, or any insolvency procedure under the Companies Act 1993 is instituted or occurs.

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.

Location means the Customer's site at which the Equipment is located, as set out in the Statement of Work.

Non-Customer Data means data that is owned by any person or entity that is not the Customer, even if the data is controlled by or in the possession of the Customer, and includes data owned by the Customer's own customers.

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.

Preventative Maintenance consists of adjusting, cleaning, lubricating and testing of the Equipment in accordance with the manufacturer's specifications.

Principal Hours means the hours that the Services will be provided, as set out in the Equipment List and further defined as follows:

(a) 9 x 5 means the Services will be provided between the hours of 8.30am to 5.30pm on Business Days;

(b) 12 x 5 means the Services will be provided between the hours of 8am to 8pm on Business Days; and

(c) 24 x 7 means the Services will be provided 24 hours per day, seven days per week including Public Holidays.

Remedial Maintenance means the rectification of defects or breakdowns of the Equipment.

Response Time means the maximum time taken by Interactive to respond to the Customer's requests for Services, as set out in the Equipment List, and within which Interactive's service personnel will arrive at the Location.

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, the 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 Statement of Work.

Services means the services described in the 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 and those rates are published in the Systems Rate Card at https://www.interactive.com.au/hwm-terms-and-conditions/ or such other URL as may be used by Interactive from time to time.

Support Card Procedure means Interactive's procedure that the Customer is required to follow when making a call for service to Interactive.

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

21.4 In the Agreement, except where the contrary intention is expressed, a reference to a Statement of Work includes any schedules, service levels, service descriptions referred to in that Statement of Work, the singular includes the plural and vice versa, and a gender includes other genders; “including" and similar expressions are not words of limitation, clause headings are for convenience only and monetary references are to New Zealand currency.