

SYSTEMS MAINTENANCE SERVICE DESCRIPTION

This Systems Maintenance Service Description (“**Systems Maintenance Service Description**”) 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”) to the Customer named in the Systems Statement of Work (the “Statement of Work”).

This Systems Maintenance Service Description forms part of the Agreement, also containing the Master Services Agreement.

1 Term

- 1.1 Interactive will provide the Services for the Individual Term, the Individual Term commences on the Service Start Date.
- 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 Services

- 2.1 Interactive will provide Services for the Equipment set out in the Statement of Work utilising all reasonable skill and care.
- 2.2 All requests for the maintenance Services must be made in accordance with the Support Card Procedure.
- 2.3 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.

- 2.4 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.
- 2.5 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 2.4.

3 Parts

- 3.1 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.

4 Equipment Changes

- 4.1 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.
- 4.2 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 effect 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.
- 4.3 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.
- 4.4 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.

5 Other Changes

- 5.1 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 the Statement of Work.
- 5.2 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.

6 Customer obligations

- 6.1 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.

7 Out of Scope Services

7.1 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) Deployment 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.

7.2 If Interactive provides Out of Scope Work at the Customer's request, such as those services referred to in clause 7.1, 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.

7.3 Where the Out of Scope Work includes the provision of Deployment Services the particulars of any deployment will be mutually agreed in a separate Statement of Work for the Deployment Services.

8 Payment

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

8.2 Interactive shall invoice Service Fees at the invoice period set out in the Statement of Work 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 Variation

9.1 Interactive may (acting reasonably) vary this Service Description 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/terms-and-conditions/> or such other URL as may be used by Interactive and stated in the notice. The variation to the Service Description will apply from the version date stated on the varied Service Description, and by continuing to use the Services after that date, the Customer agrees to the varied the Service Description.

- 9.2 If a variation proposed in accordance with the preceding clause materially and adversely impacts the rights or obligations of the Customer under the this Service Description (including (i) through the imposition of, or increase to, any fee or charge payable by the Customer beyond anything detailed in the Statement of Work, Master Services Agreement, or a Service Description, 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 this Service Description (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 Service Description.

10 Definitions

- 10.1 The following definitions apply to this Systems Maintenance Service Description:

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

Equipment List for the purposes of this Service Description means the list of devices in the Statement of Work that Interactive will provide the Systems Maintenance Services for.

Further Term has the meaning given to it in clause 1.2(b).

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

Individual Term means the individual term set out in the Systems Statement of Work, commencing on the Service Start Date.

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

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 Systems Maintenance Services described in item 2.

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/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.