



HARVEST TECHNOLOGY PTY LIMITED

GENERAL TERMS - HIRE

Revision Date: 08.03.2022



These terms apply to all hired Products provided by **Harvest Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia (**we, us, our**) to you, our customer (**You, Your**).

If You would like to hire any Products, we will provide You a Proposal. You can place an order in response to a Proposal by submitting a Purchase Order in accordance with these terms.

1. Definitions and Interpretations

1.1. Where commencing with a capital letter:

Agreement has the meaning given to it in clause 2.1.

Authorised Users means Your individual users whom you allow to use Our Software that is provided to them as a downloadable electronic file (**Downloadable Software**) in accordance with the Authorised User Terms.

Authorised User Terms means the agreement applicable to the user of the Downloadable Software available prior to the user being permitted to download the Downloadable Software.

Collection Point means the collection point for the Products notified by us to You in an invoice, email and/or packing slip.

Confidential Information of a party means (whether or not in material form and whether or not disclosed before or after the execution of this Agreement) any information of whatever kind that:

- (a) is by its nature confidential; or
- (b) is designated by a party as confidential; or
- (c) the receiving party knows or reasonably ought to know is confidential,

and includes all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form and, in the case of us, includes Our Software and our pricing of the Products.

Default Rate means the interest rate for overdrafts charged by the Westpac Banking Corporation plus 2%, calculated on daily rests from the due date to the date of payment.

Defence Entity means:

- (a) any national, state, local, regional, territorial or municipal government and any executive, legislative, judicial or administrative body and any ministry, governmental department, other administrative division or instrumentality thereof and any commission, board, bureau, or agency, with authority, power, control or responsibility in relation to matters of defence regardless of location;
- (b) any contractor or service provider to any of the entities mentioned in sub-clause (a) above.

Equipment Bond mean the refundable bond payable to us by You in respect of any Products as specified in a Purchase Order.

Help Desk means the on-demand support service provided by us in relation to the Products delivered under this Agreement primarily by e-mail and telephone.

Intellectual Property means all intellectual property rights at any time recognised by law, including:

- (a) patents, copyright, circuit layout rights, trade secrets, designs, know-how, trade marks and business names, whether registered or not; and



- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) above.

Operation Guides means the documentation and materials provided by us to You which contain information relating to how to install, operate and/or maintain the Products.

Our Software means all and any software or firmware embodied in or loaded onto a Product, or provided as a downloadable electronic file, the intellectual property in which is owned by us.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Product Fees means the fee payable for hire of the Products specified in a Proposal.

Products means the products described in our Proposal and specified in a Purchase Order.

Proposal means a proposal, or pricing schedule or Cost Time & Resources Sheet we provide to You in relation to the Products You wish to hire from us.

Purchase Order has the meaning given to it in clause 3.2.

Related Assets has the meaning given to it in clause 5.8.

Software Fees means the monthly fee payable to us in respect of Our Software and specified in a Purchase Order.

Space Entity means:

- (c) any national, state, local, regional, territorial, or municipal government and any executive, legislative, judicial or administrative body and any ministry, governmental department, other administrative division or instrumentality thereof and any commission, board, bureau, or agency, with authority, power, control or responsibility in relation to matters of space regardless of location;
- (d) any contractor or service provider to any of the entities mentioned in sub-clause (a) above.

Support means the support described in the Schedule.

Term means the period for which the Products are leased to You on the terms of this Agreement as specified in a Purchase Order.

Third-Party Claim has the meaning given to it in clause 9.1(a).

1.2. Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.3. Unless the context otherwise requires a word, which denotes:

- (a) the singular denotes the plural and vice versa; and
- (b) a person includes an individual, a body corporate and a government.

2. Agreement

2.1. This document sets out our standard terms for the hire of our Products to You, which, together with the Proposal and Purchase Order (when the latter is accepted by us in accordance with clause 3.4) will form the agreement between the parties (**Agreement**).



- 2.2. The terms of any Purchase Order submitted by You will not apply except as necessary to designate the Products and quantities and other similar terms.
- 2.3. To the extent of any inconsistency between the Proposal, Purchase Order and these terms, the following order of precedence (highest to lowest) will apply:
- (a) the Proposal;
 - (b) the terms of this documentation;
 - (c) the Purchase Order.

3. Ordering procedure

- 3.1. We agree to lease the Products to You on the terms set out in this Agreement.
- 3.2. You can order the Products for hire by submitting a firm purchase order to us (**Purchase Order**).
- 3.3. If applicable, you must pay us any Equipment Bond in respect of a Purchase Order within the number of days of receipt of an invoice from us specified on the invoice.
- 3.4. We will not be bound by any Purchase Order from You unless we have accepted the Purchase Order in writing.
- 3.5. Subject to receiving payment in accordance with clauses 3.3 and 7, we will provide You the Products the subject of an accepted Purchase Order in accordance with the terms of this Agreement.

4. Risk and delivery of Products

Delivery and collection

- 4.1. Subject to clause 4.2, we will notify You when the Products the subject of a Purchase Order are ready for collection at the Collection Point whether by You or Your carrier.
- 4.2. Subject to clause 4.3, You, or Your carrier, must take delivery of the Products from the date notified by us under clause 4.1 or as otherwise agreed by the parties in writing.
- 4.3. If requested by You and agreed by us, we will arrange carriage of the Products on Your behalf at Your cost.

Risk

- 4.4. Subject to clause 4.5, risk of loss or damage to the Products passes to You on the earlier of the date on which:
- (a) the Products are collected by You or Your carrier from the Collection Point; or
 - (b) You are notified under clause 4.1 that the Products are available for collection at the Collection Point.
- 4.5. If we have agreed to arrange carriage on Your behalf in accordance with clause 4.3, risk of loss or damage to the Products passes to You when the Products have been delivered to the carrier at the Collection Point.

5. Products

- 5.1. The following provisions apply to Products provided to You by us.

Lease of Products



- 5.2. Subject to the terms of this Agreement we grant a lease of each Product to You solely for the purpose of allowing You to use Products for Your own business purposes for the Term.

Installation and configuration

- 5.3. We may supply Operation Guides for the Products.
- 5.4. You are responsible for installation and configuration of the Products in accordance with the Operation Guides and our reasonable directions, including all associated costs.
- 5.5. You must comply with the Operation Guides and any directions, instructions, training and manuals issued or provided by us in relation to the use of the Products.

Our Software

- 5.6. Subject to clause 7.3(c) and payment of all other fees due under this Agreement, we grant to You a royalty-free, non-exclusive, non-transferable, non-sub-licensable, revocable right to use Our Software during the Term for Your internal business purposes in accordance with the terms of this Agreement.

Requirements

- 5.7. You must:
- (a) use the Products and Operation Guides only in the conduct of Your routine business operations;
 - (b) use the Products in accordance with all relevant health and safety laws;
 - (c) not sell, transfer, assign, create any interest over, part with the benefit of or otherwise dispose of or part with possession of the Products or Operation Guides;
 - (d) without limiting any other obligations under this clause 5.7, cease operating any Product if it has become defective, damaged or unsafe;
 - (e) care for the Products in the same manner as a responsible owner would, including protecting them from loss, theft, damage, abuse and deterioration, other than normal wear and tear;
 - (f) keep the Products in good operating condition and repair;
 - (g) keep the Products secure;
 - (h) take out appropriate insurance in respect of the Products covering, at a minimum, the full replacement cost of each Product;

in relation to the Downloadable Software, nominate Authorised Users and issue them our offer of an Authorised User licence for the Downloadable Software.

Title to Products

- 5.8. The Products, and all related patents and technology, user manuals, supplies, and other materials (**Related Assets**), provided by us under this Agreement remain our property at all times. No right, title or interest in the Products or the Related Assets will pass to You other than the right to maintain possession of and use of Products and the Related Assets during the Term, subject to Your ongoing compliance with this Agreement.
- 5.9. You must not cause the Products to become an accession or fixture or take any other action with respect to the Products that would create an interest in the Products for any other person.
- 5.10. You must not remove or obscure any sign, tag, tamper evident seal or other form of notice affixed to the Products by us:



- (a) indicating our ownership of the Products; or
 - (b) to provide safety information.
- 5.11. You must not mortgage, charge, encumber or otherwise grant a security interest in the Products other than as expressly permitted by this Agreement.
- 5.12. You acknowledge that we have a purchase money security interest (under the PPSA) in relation to a lease of a Product to the extent that the lease is considered a “PPS lease” under the PPSA.
- 5.13. You must immediately, if requested by us, sign any document and do anything else required by us to ensure that our purchase money security interest is a perfected security interest.
- 5.14. The parties agree to contract out of the application of sections 95, 118, 121(4), 130, 132(4), 135, 142 and 143 of the PPSA.
- 5.15. You waive any rights that You may otherwise have to:
- (a) receive any notices that You would otherwise be entitled to receive under sections 95, 118, 121, 130, 132 and 135 of the PPSA; and
 - (b) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest that we may have in the products we supplied to You.
- 5.16. Terms used in this clause 5 that have a defined meaning in the PPSA have the same meaning in this clause.

Restrictions

- 5.17. You must not:
- (a) reverse engineer, disassemble, decompile or tamper with the Products or Our Software or determine or attempt to determine or decipher any source code, algorithms, methods or techniques used or embodied in the Products or Our Software;
 - (b) use the Products or Our Software otherwise than as permitted under this Agreement;
 - (c) modify, adapt or alter the Product or Our Software in any way without our prior written consent;
 - (d) use any of our Intellectual Property or Confidential Information to create or attempt to create any competitive product or any service which has features or functionality the same as or similar to the features and functionality of the Products or Our Software or copy any features, functions, graphics or interfaces of the Products or Our Software;
 - (e) remove any product identification, proprietary, copyright or other notices contained in or on the Products or Our Software;
 - (f) circumvent or disclose the user authentication or security of the Products Our Software;
 - (g) make any use of the Products or Our Software that violates any applicable law or regulation;
 - (h) dispute or challenge our intellectual property rights or those of our licensors in and to any of the Products or Our Software;
 - (i) make any use of the Products or Our Software, including providing access to any Products, to a Defence Entity or a Space Entity without Our prior written approval; or



- (j) make use of or provide access to any of the Products or Our Software in, or to anyone in, an embargoed or sanctioned country under United Nations Security Council (UNSC) sanctions regimes and Australian autonomous sanctions regimes, without Our prior written approval.

6. Help Desk Support

- 6.1. We will use reasonable commercial efforts to provide You with the Support.
- 6.2. You will provide us with all reasonable assistance and access to Your premises, personnel, facilities, systems and information as we reasonably request to allow us to provide the Support and otherwise comply with our obligations under this Agreement.

7. Fees and payment

- 7.1. We will issue a tax invoice for:
 - (a) Product Fees; and
 - (b) Software Fees on a monthly basis; and
 - (c) Equipment Bond (if applicable).
- 7.2. You must pay our invoices within 30 days of the date of the invoice or as agreed in the Proposal or otherwise specified on the invoice.
- 7.3. If You fail to pay any sum due under this Agreement by the due date:
 - (a) You must pay interest on that sum from the due date until the date of payment at the Default Rate;
 - (b) we may suspend provision of any Products or Support;
 - (c) where that sum relates to Software Fees, we may temporarily disable Your ability to use Our Software until receipt of the Software Fees by us.
- 7.4. Unless otherwise specified in a Proposal or invoice, all payments under this Agreement will be made in Australian dollars (AUD) to the account specified in the invoice or a different account nominated by us.
- 7.5. Terms used in this clause that have a defined meaning in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in this clause. Unless otherwise expressly stated, all amounts payable under this Agreement are expressed exclusive of GST. In relation to any GST payable for a taxable supply by a party under this Agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.

8. Maintenance and repairs

- 8.1. Subject to clauses 8.2 and 8.3 and at Your request, we will repair, and provide replacements parts for, the Products.
- 8.2. You:
 - (a) must return any Products You wish to be repaired to an address nominated by us;
 - (b) are responsible for all costs (including transport and delivery costs) associated with the return of the Products to us for repair, the return of the Products back to You following repair and the delivery and return of any Temporary Replacements (defined below) in accordance with 8.2(c);



(c) must immediately return any Temporary Replacement(s) to us following the return of the repaired Products to You.

8.3. Subject to Your rights under the *Australian Consumer Law*, we will carry out the repairs and invoice You for any repairs, maintenance and replacement parts for the Products and for any modifications of the Products You request, at our then-current rates plus reasonable expenses.

8.4. Subject to clause 8.2(c), to the extent possible and subject to availability, we will provide You replacement(s) for the Product(s) undergoing repair with the same or similar functionality on a temporary basis (**Temporary Replacement**).

8.5. You must not use any third party to repair, service or maintain the Products, or use any replacement parts not supplied or approved by us.

9. Our obligations regarding third party claims

9.1. Subject to clauses 9.2 and 9.3, we will:

- (a) defend You (at our expense) against all claims made against You by any third party alleging that Your use of Our Software in connection with the Products, in accordance with the terms of this Agreement, infringes the intellectual property rights of that third party (**Third-Party Claim**); and
- (b) pay the costs and damages awarded based on any Third-Party Claim or the amount of any settlement we enter into regarding that Third-Party Claim.

9.2. Our obligations under clause 9.1 are subject to:

- (a) You promptly notifying us of that Third-Party Claim (and in any event no later than 7 days after receiving the Third-Party Claim);
- (b) us being given sole control of the defence of the Third-Party Claim; and
- (c) You providing any and all reasonably requested assistance for defence of the Third-Party Claim.

9.3. Our obligations under clause will not apply if the Third-Party Claim results from use of the Our Software in conjunction with any other hardware, software or service not provided by us.

9.4. If a Third-Party Claim is made or, in our reasonable opinion, is likely to be made, we may, at our expense:

- (a) procure for You the right to continue using Our Software under the terms of this Agreement; or
- (b) replace or modify Our Software to be non-infringing without material decrease in functionality.

9.5. If we notify You that the options described in clause 9.4 are not reasonably available, either we or You may, by notice to the other, terminate this Agreement.

9.6. Clauses 9.1 to 9.5 set out Your sole and exclusive remedies and our entire liability to You for any Third-Party Claims.

10. Returns, defects and replacements

10.1. We warrant that the Products will be fit for their purpose and of acceptable quality as at the date they are collected from the Collection Point in accordance with clause 4.1.

10.2. Unless otherwise agreed, within 7 days of collection of the Products, You must test the Products in accordance with the Operation Guides and notify us of any Products which are not fit for their purpose or



are not of acceptable quality (**Defect Notice**). If You do not notify us in accordance with this clause, the Products are deemed to have been accepted by You.

- 10.3. A Defect Notice must include a written report prepared by You using our template containing photographic and other evidence of the Products claimed to be unfit for purpose or not of acceptable quality. We will provide You with a report template in which to prepare the Defect Notice.
- 10.4. Following receipt of a Defect Notice, we may, on providing reasonable notice to You, to the extent practical, inspect the Products the subject of the Defect Notice.
- 10.5. If we determine, after receipt of a Defect Notice (whether or not there has been inspection in accordance with clause 10.4), in our sole and absolute discretion, that the Products are not fit for purpose or of acceptable quality due to an issue that arose during shipping or transport, You will be responsible for the costs of replacement or repair. In all other cases we will arrange for repair or replacement of Products the subject of the Defect Notice at our own cost.
- 10.6. Any broken, defective or damaged Products that are to be replaced by us must be returned to us by You.
- 10.7. You will provide us with all reasonable assistance and access to Your premises to enable us to exercise our rights under clause 10.4.

11. Exclusions and limitation of liability

- 11.1. All terms, warranties and representations not expressly stated in this Agreement are excluded from this Agreement to the extent permitted by law.
- 11.2. Nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified (**Non-Excludable Provision**).
- 11.3. Subject to clause 11.2, and to the extent that we are able to limit our liability for breach of a Non-Excludable Provision, our liability is limited, at our option, to:
 - (a) in the case of goods, replacing or repairing the goods or supplying equivalent goods, or paying for the cost of replacing or repairing the goods or of acquiring equivalent goods; and
 - (b) in the case of services, resupplying the services, or paying the cost of resupplying the services.
- 11.4. Except as provided in clauses, 9.1, 11.2 and 11.3, our maximum total aggregate liability under or arising out of this Agreement whether in contract, tort (including negligence) or otherwise is limited to an amount equal to the Product Fees and Software Fees received by us under this Agreement in the 12 month period preceding the event giving rise to the liability.
- 11.5. Subject to clauses 11.2 and 11.3, to the maximum extent permitted by law, we are not liable for any:
 - (a) lost profits, lost revenue, loss of data, loss of opportunity, loss of management time or failure to realise anticipated savings; or
 - (b) special, indirect, incidental or consequential damages, losses, costs, or expenses.
- 11.6. Subject to clauses 11.2 and 11.3, to the maximum extent permitted by law, our liability to You under or in relation to this Agreement is reduced to the extent that Your acts or omissions, or those of a third party, contributed to or caused the liability, including:
 - (a) any act related to, or misuse of, the Products or Our Software by You (or a third party);
 - (b) accidental damage caused or contributed to by You (or a third party);



- (c) the failure to comply with the Operation Guides;
- (d) the failure of any third-party service provider (E.g., power, internet or satellite link provider);
- (e) any contamination or environmental problem occurring after delivery of the Products;
- (f) the failure to comply with your obligations under this Agreement.

Indemnity by You

11.7. You indemnify us against all damages, losses, costs and expenses incurred by us arising out of:

- (a) any breach by You of this Agreement; or
- (b) any negligent act or omission of You or Your employees, agents or subcontractors in any way relating to this Agreement,

except to the extent the damages, losses, costs and expenses can be traced back and attributed to the negligence or fault of us.

12. Confidentiality

12.1. Each party must:

- (a) take all such reasonable precautions as may be necessary to maintain the confidentiality of the Confidential Information of the other party;
- (b) only disclose the Confidential Information of the other party to those of its employees who need to know for the purposes of this Agreement;
- (c) ensure that each employee who comes into possession of the Confidential Information of the other party has agreed to keep the Confidential Information confidential on terms similar to this clause; and
- (d) immediately on demand from the other party:
 - (i) deliver to the other party all Confidential Information of the other party which is capable of being transferred by delivery; and
 - (ii) delete permanently all Confidential Information in electronic form stored on any computer or similar facility under its control.

12.2. Without limiting clause 12.1, each party must not:

- (a) communicate or make available any Confidential Information of the other party to any person;
 - (b) use the Confidential Information of the other party for any purpose other than for the purposes of this Agreement;
 - (c) use the Confidential Information of the other party for its own gain or in any manner which may cause loss to the other parties; or
 - (d) copy the Confidential Information,
- without the prior written consent of the other party.

12.3. The parties' obligations under this clause 12 do not apply to any Confidential Information which:



- (a) a party can show was in its possession at the time of disclosure to it and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
- (b) is in the public domain; or
- (c) is acquired from a third party, provided that it was not acquired by the third party unlawfully or in breach of an obligation of confidence.

13. Intellectual Property

13.1. You acknowledge that:

- (a) we own all intellectual property rights in the Products and Our Software;
- (b) this Agreement does not assign to You any intellectual property rights in the Products or Our Software.

13.2. You must not:

- (a) represent in any way that You own the Trade Marks or are entitled to use the Trade Marks other than as a licensee of Harvest;
- (b) use any of the Trade Marks in your corporate or business names;
- (c) apply or seek to register any Trade Mark in your own name in any country;
- (d) use, or apply to register any Trade Mark that is substantially identical with, or deceptively similar to, any of the Trade Marks in any country;
- (e) dispute or contest the intellectual property rights of Harvest or its licensors in and to any of the Trade Marks; and
- (f) register a business name, company name, domain name or social media moniker that is substantially identical with or deceptively similar to any Trade Mark.

13.3. You acknowledge that, except as expressly provided in this agreement, You will not acquire or exercise any rights with respect to the Trade Marks under section 26 of the Trade Marks Act 1995 (Cth) or any equivalent provision in any legislation in any country.

14. Force majeure

14.1. We will not be liable to You if the performance of our obligations to You is delayed, impeded or prevented by any act or event beyond our control.

14.2. If we are unable to perform our obligations, we must use reasonable endeavours to resume performance in accordance with this Agreement as soon as possible.

15. Termination

Termination by either party

15.1. Either party may terminate this Agreement by notice to the other party if the other party:

- (a) commits a material breach of a term of this Agreement and the breach has not been remedied within 14 days after receiving notice of the breach;



- (b) becomes, threatens or resolves to become or are in jeopardy of becoming subject to any form of insolvency administration;
- (c) ceases or threatens to cease conducting business in the normal manner except through amalgamation or merger; or
- (d) enters into or propose to enter into a scheme, composition or arrangement with any of its creditors.

Immediate termination by us

15.2. Notwithstanding clause 17.1, we may terminate this Agreement by notice to You:

- (a) if You fail to pay any amounts owing to us by the due date;
- (b) if You or any of Your employees or contractors have used the Products or Our Software in breach of this Agreement.

Effect of termination or expiry

15.3. Upon termination of this Agreement or expiry of the Term, whichever is earlier:

- (a) You must:
 - (i) immediately pay all amounts owing to us;
 - (ii) return the Products to us in the manner specified by us at Your cost;
 - (iii) return to us our Confidential Information, and all materials recording or containing the foregoing and the Operation Guides;
 - (iv) permanently delete from all computer systems under Your control all of our Confidential Information and Operation Guides which are in electronic form; and
- (b) Your licence to use Our Software immediately ceases.

Equipment bond

15.4. Within 14 days following the return of any Products by You to us in accordance with clause 15.3(a)(ii), or repossession in accordance with clause 15.5(b), we will refund the relevant Equipment Bond to You subject to the deduction of an amount equal to:

- (a) any cost required to repair or replace any damaged component(s) or part(s) of the Products, except where that damage is due to fair wear and tear; and
- (b) any costs and expenses incurred by us and/or our agents in exercising our rights under clause 15.5(b).

15.5. If You fail to return the Products to us within 30 days following expiry or termination of this Agreement, we are entitled to, at our option:

- (a) retain the Equipment Bond in full; or
- (b) without further notice to You, repossess the Products and, for this purpose, You expressly authorise and grant us and our agents an irrevocable licence to enter Your premises (or any other premises under Your control) where the Products are believed by us to be located to repossess the Products.



- 15.6. We are not liable for any losses, damages, costs or expenses suffered or incurred by You or a third party as a result of exercising our rights under clause 15.5(b).

16. Miscellaneous

- 16.1. A notice under this Agreement must be in writing and may be given to the addressee by delivering or sending it by email (which, in the case of us, must be to commercial@harvest-tech.com.au) or by pre-paid registered post (which, in the case of us, must be to 7 Turner Avenue, Technology Park, Bentley, Western Australia, 6102, Australia).
- 16.2. This Agreement may only be varied in writing and signed by the parties.
- 16.3. You may only assign a right under this Agreement with our prior written consent. You are deemed to have assigned Your rights if the management or control of You is transferred to any person other than those persons who manage or control You as at the date of this Agreement.
- 16.4. We may assign our rights and novate our obligations under this Agreement at any time by notice to You.
- 16.5. Nothing in this Agreement creates an agency, partnership, joint venture or employment relationship between us and You or any of the parties' respective employees, agents or contractors.
- 16.6. This Agreement embodies the entire understanding and agreement between the parties as to its subject matter and supersedes any prior understanding or agreement between the parties.
- 16.7. Each party must promptly execute all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.
- 16.8. This Agreement is governed by the laws in force in the State of Western Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.
- 16.9. If any part of this Agreement is void or unenforceable that part will be severable from and will not affect the enforceability of the remaining provisions. If such a severance goes to the essence of this Agreement, either party may terminate this Agreement immediately by notice.



SCHEDULE

1. Help Desk Support

- 1.1. Subject to paragraph 1.2 of this Schedule, we will:
- (a) provide a Help Desk operating 24 hours, 7 days a week; and
 - (b) comply with the target response times in the table set out below.
- 1.2. We will use commercially reasonable endeavours to make the Help Desk available 24 hours, 7 days a week excepting for unavailability due to:
- (a) any circumstance beyond our reasonable control, including delays caused by systems outside our control (e.g., internet service providers, satellite link providers); and
 - (b) us or our third-party service providers carrying out scheduled and unscheduled maintenance, upgrades, back-ups, testing or repairs on our systems.

2. Target Response Times

Severity	Description	Target Response Time
High	Our Products or our Software, or an essential component of them/it, is offline and seriously affecting the processing of business. No acceptable workaround exists for the problem.	A response will be given within 4 hours from the time the error was reported. The response will include an estimated time to fix the fault.
Medium	Our Products or our Software, or an essential component of them/it, is not working correctly, or is working with limited functionality. Business processing is not seriously affected because there is an acceptable workaround.	A response will be given within 12 hours from the time the error was reported. The response will include an estimated time to fix the fault.
Low	A non-essential function of our Products or our Software, is not working or is working in a very restricted manner. Effect on the business process is minimal.	A response will be given within 2 Business Days from the time the error was reported. The response will include an estimated time to fix the fault. This response may be associated with the next release or update of Our Software.
Minor	A minor problem exists in our Products or our Software. No effect on the dependent process.	A response will be given within 5 Business Days from the time the error was reported. The response will include an estimated time to fix the fault. This response may be associated with the next release or update of Our Software.