



HARVEST TECHNOLOGY PTY LIMITED

GENERAL TERMS - SALE

Revision Date: 08.03.2022



These terms apply to all Products and SaaS Products sold 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 purchase any Products or SaaS 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.

Approved Administrator means an individual nominated by You who has administrative responsibility in respect of the SaaS Products purchased under this Agreement.

Authorised User means Your individual users whom you allow to use the SaaS Products subject to the Authorised User Terms.

Authorised User Terms means the agreement applicable to the use of the SaaS Products available on activation of the SaaS or at harvest.technology/terms-and-conditions

Collection Point means the collection point for the Products notified by us to You by 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.

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 the intellectual property in which is owned by us.

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

Product Fees means the price of the Products specified in a Proposal, excluding any SaaS Fees.

Privacy Policy means our privacy policy found at harvest.technology/terms-and-conditions, as amended from time to time.

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

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

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

SaaS Fees means the monthly fee of any SaaS Products specified in a Proposal.

SaaS Products means any products described by us as, or otherwise in the nature of, "Software as a service" described in our Proposal and specified in a Purchase Order.

Schedule means the schedule to this Agreement.

Software Fees means the monthly fee payable to us in respect of a Product pre-loaded with 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.

Streamed Content means the audio-visual content which You cause to be streamed using the SaaS Products.

Support means the support described in the Schedule.

Third-Party Claim has the meaning given to it in clause 12.1(a).

Upfront Fee means the upfront fee specified in a Purchase Order.

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 sale of our Products and SaaS 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. Sale

- 3.1. We agree to sell Products and SaaS Products to You on the terms set out in this Agreement.
- 3.2. You can order the Products and/or SaaS Products by submitting a firm purchase order to us (**Purchase Order**).
- 3.3. If applicable, You must pay us any Upfront Fee 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 10, we will provide You the Products and/or SaaS Products the subject of an accepted Purchase Order in accordance with the terms of this Agreement.

4. Risk, title 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 and title

- 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.
- 4.6. Title to the Products passes to You on payment in full for those Products to us.

5. Products

- 5.1. The following provisions apply to Products provided to You by us.
- 5.2. We may supply Operation Guides for the Products.
- 5.3. You are responsible for installation and configuration of the Products in accordance with the Operation Guides and our reasonable directions, including all associated costs.
- 5.4. 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.

6. Software as a Service Products

- 6.1. The following provisions apply to SaaS Products provided to You by us.
- 6.2. Subject to payment of our invoices in accordance with clause 10.1(b), we will make any SaaS Products purchased by You under clause 3 available to You by the delivery date specified in the invoice by providing You with access credentials for the relevant SaaS Products.
- 6.3. Your access (and Your Authorised Users' access) to the SaaS Products is provided on a monthly basis and is subject to Your:
 - (a) compliance with the terms of this Agreement including continued payment of the SaaS Fees in accordance with this Agreement; and
 - (b) Authorised Users' compliance with the Authorised User Terms.
- 6.4. You are responsible for:
 - (a) nominating an Approved Administrator (or Approved Administrators) to manage Authorised User access and account information, and configuration of video streams within the SaaS Products; and
 - (b) the acts and omissions of Your Authorised Users as if they were Your acts and omissions.
- 6.5. You must comply (and must ensure that your Authorised Users comply) with any directions (e.g., directions given by our support team), instructions (including FAQs), training and manuals issued or provided by us in relation to the use of the SaaS Products.
- 6.6. You grant to us the non-exclusive, royalty-free licence to:
 - (a) use, reproduce, modify, upload, display, publish, communicate, distribute or otherwise make available the Streamed Content for the purpose of us providing the SaaS Products to You and Your Authorised Users; and
 - (b) use the Streamed Content for our internal business purposes, including further developing the SaaS Products including improving their functionality and algorithms.
- 6.7. You acknowledge that You are responsible for:
 - (a) causing the Streamed Content to be streamed via the SaaS Products;



- (b) complying with our Privacy Policy and the *Privacy Act 1988 (Cth) (Act)* whether or not the Act applies to You, and all other applicable laws, rules and regulations in relation to the Streamed Content;
- (c) any invitation sent to prospective Authorised Users to access the SaaS Products and we are not liable for losses, claims, damages or expenses incurred due to any mistake or error by You in respect of the same (including by sending such an invitation to the incorrect party).

6.8. You warrant that:

- (a) You have obtained all permissions necessary for us to deal with any personal information and the Streamed Content as contemplated by this Agreement and that we are lawfully able to deal with that personal information and Streamed Content as contemplated by this Agreement; and
- (b) You are lawfully able to monitor, observe and conduct surveillance of any kind in relation to individuals (including Your personnel) present at locations from which the Streamed Content is streamed using the SaaS Products and that You have obtained all relevant permissions and consents, and provided all relevant notifications to allow this to occur.

6.9. You indemnify us in relation to any loss, damage, costs or expenses, whether direct or indirect, we suffer or incur as a result of Your breach of clause 6.8.

7. Retention of title and PPSA

- 7.1. Ownership and title of the Products will at all times remain vested in us until we receive payment in full for the relevant Products.
- 7.2. You acknowledge that we have a purchase money security interest (under the PPSA) in the Products provided to You on credit.
- 7.3. 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.

Contracting out

7.4. 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.

PPSA notices

- 7.5. 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 supplied by us to You.

Terminology

7.6. Terms used in this clause that have a defined meaning in the PPSA have the same meaning in this clause.

8. Restrictions

8.1. You must not:



- (a) reverse engineer, disassemble, decompile or tamper with the Products, SaaS 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, SaaS Products or Our Software;
- (b) use the Products, SaaS Products or Our Software otherwise than as permitted under this Agreement;
- (c) modify, adapt or alter the Products, SaaS Products 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, SaaS Products or Our Software or copy any features, functions, graphics or interfaces of the Products, SaaS Products or Our Software;
- (e) remove any product identification, proprietary, copyright or other notices contained in or on the Products, SaaS Products or Our Software;
- (f) circumvent the user authentication process or security of the Products, SaaS Products or Our Software;
- (g) make any use of the Products, SaaS 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, SaaS 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.

9. Help Desk Support

- 9.1. We will use reasonable commercial efforts to provide You with the Support.
- 9.2. 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 comply with our obligations under clause 9.1.

10. Fees and payment

- 10.1. If you have purchased a Product, we will invoice You for:
 - (a) the Product Fees and You must pay any such invoice within 30 days of the date of the invoice, or as agreed in the Proposal or otherwise specified on the invoice; and
 - (b) the Software Fees on a monthly basis in arrears, and You must pay any such invoice within 30 days of the date of the invoice, or as agreed in the Proposal or otherwise specified on the invoice.
- 10.2. If you have purchased a SaaS Product, we will invoice You for the SaaS Fees on a monthly basis in arrears, and You must pay any such invoices in accordance with clauses 10.3 and 10.4.
- 10.3. You must pay the first invoice for the SaaS Fees within 14 days of the date of the invoice. The first invoice will be for:



- (a) an amount of the SaaS Fees prorated in proportion to the remaining days in the calendar month in which the invoice is issued; and
 - (b) the SaaS Fees for the following calendar month.
- 10.4. Subsequent invoices for SaaS Fees will be issued 14 days prior to the start of each successive calendar month and are payable within 14 days.
- 10.5. 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:
 - (i) provision of any Products and/or Support;
 - (ii) Your ability to use Our Software until receipt of the Software Fees by us where the sum due relates to Software Fees;
 - (iii) Your access (and Your Authorised Users' access) to any SaaS Products.
- 10.6. 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.
- 10.7. 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.

11. Repairs

- 11.1. Subject to clauses 11.2 and 11.3 and at Your request, we will repair, and provide replacements parts for, the Products.
- 11.2. 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 11.2(c);
 - (c) must immediately return any Temporary Replacement(s) to us following the return of the repaired Products to You.
- 11.3. Subject to Your rights under the *Australian Consumer Law* and the warranty provided in clause 13.1, we will carry out the repairs and invoice You for any repairs, maintenance and replacement parts Products and for any modifications of the Products You request, at our then-current rates plus reasonable expenses.
- 11.4. Subject to clause 11.2(c), to the extent possible, we will provide You replacement(s) for the Product(s) undergoing repair with the same or similar functionality on a temporary basis (**Temporary Replacement**).
- 11.5. 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.



12. Our obligations regarding third party claims

- 12.1. Subject to clauses 12.2 and 12.3, we will:
- (a) defend You (at our expense) against all claims made against You by any third party alleging that Your use of:
 - (i) the SaaS Products; or
 - (ii) 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.
- 12.2. Our obligations under clause 12.1 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.
- 12.3. Our obligations under clause will not apply if the Third-Party Claim results from use of the Our Software or the SaaS Products in conjunction with any other hardware, software or service not provided by us.
- 12.4. 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 and/or SaaS Products under the terms of this Agreement; or
 - (b) replace or modify Our Software and/or SaaS Products to be non-infringing without material decrease in functionality.
- 12.5. If we notify You that the options described in clause 12.4 are not reasonably available, either we or You may, by notice to the other, terminate this Agreement.
- 12.6. Clauses 12.1 to 12.5 set out Your sole and exclusive remedies and our entire liability to You for any Third-Party Claims.

13. Warranty, exclusions and limitation of liability

Warranty against defects

- 13.1. We offer a warranty against defects for any Products purchased from us or our authorised resellers. Our Global 12-Month Limited Warranty can be found at [harvest.technology/terms-and-conditions](https://www.harvest.technology/terms-and-conditions), as amended from time to time.

Exclusions and limitation of liability

- 13.2. All terms, warranties and representations not expressly stated in this Agreement, are excluded from this Agreement to the extent permitted by law.



- 13.3. 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**).
- 13.4. Subject to clauses 13.1 and 13.3, 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.
- 13.5. Except as provided in clauses 12.1, 13.1, 13.3 and 13.4, our maximum total aggregate liability under or arising out of this Agreement whether in contract, tort (including negligence) or otherwise is limited to:
- (a) in the case of Products, the Product Fees received by us for the Products the subject of the claim; and
 - (b) in the case of SaaS Products, the SaaS Fees received by us in the calendar year in which the liability arose.
- 13.6. Subject to clauses 13.3 and 13.4, 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.
- 13.7. Subject to clauses 13.3 and 13.4, 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 or misuse of the Products 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 or services 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

- 13.8. 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.

14. Confidentiality



- 14.1. 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.
- 14.2. Without limiting clause 14.1, 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.
- 14.3. The parties' obligations under this clause 14 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.

15. Intellectual Property

Ownership

- 15.1. You acknowledge that:
- (a) we own all intellectual property rights in the Products, SaaS Products and Our Software;
 - (b) this Agreement does not assign to You any intellectual property rights in the Products, SaaS Products or Our Software.
- 15.2. 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.

15.3. 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.

Licence of Our Software

15.4. Subject to payment of all 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 solely in connection with the Products for Your internal business purposes in accordance with the terms of this Agreement.

16. Force majeure

16.1. 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.

16.2. 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.

17. Termination

Termination by either party

17.1. 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

17.2. 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, the SaaS Products or Our Software in breach of this Agreement or the Authorised User Terms.

Effect of termination or expiry

17.3. Upon termination or expiry of this Agreement, You must:

- (a) immediately pay all amounts owing to us;
- (b) return to us our Confidential Information, and all materials recording or containing the foregoing;
- (c) permanently delete from all computer systems under Your control all of our Confidential Information which is in electronic form.

18. Miscellaneous

- 18.1. 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).
- 18.2. This Agreement may only be varied in writing and signed by the parties.
- 18.3. 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.
- 18.4. We may assign our rights and novate our obligations under this Agreement at any time by notice to You.
- 18.5. 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.
- 18.6. 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.
- 18.7. 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.
- 18.8. 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.
- 18.9. 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 use commercially reasonable endeavours to:
- (a) provide a help desk support service operating 24 hours, 7 days a week in relation to the Products and SaaS Products sold under this Agreement primarily by e-mail and telephone (**Help Desk**); 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 SaaS 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 SaaS 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 SaaS 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 and/or the SaaS Product.
Minor	A minor problem exists in our Products or SaaS 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 and/or the SaaS Product.