

TERMS AND CONDITIONS – MANAGED SERVICES

INTERPRETATION For the purposes of these terms and conditions, any term corresponding to a heading contained in the Managed Service Agreement overleaf shall mean and include the information inserted with regard to that heading. For the avoidance of doubt: (a) “Agreement” means the Managed Service Agreement read in conjunction with these terms and conditions; (b) “Customer” includes the customer’s employees, servants and agents; (c) “Equipment” includes all items, articles, accessories and documents (including operating manuals) supplied with the Equipment whether listed under the heading “Accessories” in the Managed Service Agreement or not.

AGREEMENT The customer hereby rents from Vidcom NZ Limited the Equipment upon the following terms and conditions:

1. TERM OF MANAGED SERVICE: (a) The contract has a minimum term as set out in the Managed Service Agreement. (b) Should the Customer decide for any reason to terminate this contract within the duration of the agreed timeline, then the customer is liable to pay Vidcom the full tenure of the agreed contract amount including any additional fees incurred for the early termination of the contract. (c) When the Equipment is not returned at the end of the Term, then service fee will continue to accrue at the same rate set out in the Managed Service Agreement until the business day on which the Equipment is returned complete with all the accessories and undamaged. (d) A

service fee at the set rate and subject to a minimum total charge set out in the managed service agreement will continue to be charged until the equipment is returned complete with all the accessories and undamaged. Where equipment or accessories are lost or equipment or accessories are damaged, the service fee at the set rate will continue to be charged and payable until replacement equipment or accessory(ies) is/are purchased and delivered to Vidcom and/or damaged equipment or accessories are replaced or repaired to serviceable condition and returned to Vidcom.

2. PRICE: GST and other taxes applicable to the service fee will be added to the prices charged.

3. PAYMENT OF SERVICE FEE: The due date for payment of service fees levied under this Agreement including, without limitation, additional charges incurred by the Customer pursuant to clauses 1(c) and 11(c), will be on or before the 20th day of the month following the date of issue of the relevant invoice.

4. OVERDUE PAYMENTS: If any amount under this Agreement is not paid upon the due date for payment the Customer will pay to Vidcom NZ interest on the overdue amount at the rate of 7% above the official cash rate of the Reserve Bank of New Zealand calculated daily for the period from the due date for payment until payment is made together with all additional costs incurred by Vidcom NZ, including legal,

administrative and collection costs in recovering such overdue amounts.

5. ACCESS TO THE EQUIPMENT: The Customer will permit Vidcom NZ its servants or agents to enter the premises where the Equipment is located for the purposes of inspection, repair, adjustment or collection of the Equipment.

6. DEFAULT AND REPOSSESSION: If the customer. (a) permits or commits a breach of any term or condition of this Agreement (b) allows any of its assets or the Equipment to be seized to satisfy other debts (c) is a company and an order is made or resolution is passed or any other steps taken for the winding up of the Customer (d) enters into or takes any steps to enter into a scheme of arrangement composition or assignment for the benefit of its creditors generally (e) commits an act of bankruptcy or is adjudged a bankrupt (f) has a receiver appointed to the Customer or the Customer is deemed to be unable to pay its debts as they fall due (g) has any execution order or distress levied upon any of its property or the Equipment (h) does at causes to be done or permits or suffers any act or thing which prejudices or jeopardises Vidcom NZ's rights in the Equipment (i) allows a financing statement (as defined in the Personal Property Securities Act 1999) to be filed against the Equipment (j) supplies false or misleading information pursuant to this Agreement to Vidcom NZ; then Vidcom NZ may immediately cancel this Agreement and retake possession of the Equipment and for such purposes may by its servants or agents enter into any premises in which the Equipment may be located, using

such force as is necessary, without being liable for any action for trespass and the Customer shall indemnify Vidcom against any claims for consequential loss or damage. The Customer must provide Vidcom NZ with all reasonable assistance in order to locate and collect the Equipment. Vidcom NZ will not be liable for any damage to property caused by any person in collecting the Equipment. In the event that this Agreement is cancelled by Vidcom then all monies payable or to become payable under this Agreement will become immediately due and payable and the rights and obligations of Vidcom NZ and the Customer will be settled on that basis. Cancellation will be without prejudice to the right of Vidcom NZ to recover any unpaid monies and to the rights and obligations under clause 12 (Loss or Damage).

7. OWNERSHIP AND POSSESSION: The Customer agrees that the Equipment will remain the property of Vidcom NZ and that the Customer is a bailee only of the Equipment on the terms and conditions as set out in this Agreement. The Customer agrees not to deal with nor to permit, cause or suffer the Equipment to be dealt with in a manner prejudicial to Vidcom NZ rights in the Equipment. In particular (but without limiting the generality of the foregoing) the Customer agrees: (a) not to sell, assign or pledge the Equipment (b) subject to the provisions of clause 21, not to underlet, lend or otherwise part with possession of the Equipment; (c) to protect the Equipment against distress, execution or seizure; (d) not to remove any sticker from the Equipment giving notice of Vidcom NZ ownership of the equipment.

8. EARLY CESSATION: Notwithstanding the service period Vidcom expressly reserves to itself the right to require early cessation which may be exercised on demand and at the absolute discretion of Vidcom. If Vidcom so demands the Customer shall forthwith return Equipment to Vidcom. The applicable rental fee shall be adjusted and payable at the service fee on the managed service agreement for the period between the Rent Start Date and the date the equipment, complete with accessories and undamaged, is returned to Vidcom.

9. SEPARATE ITEMS OF EQUIPMENT: Where more than one item of Equipment is supplied under this Managed Service Agreement, in interpreting this Managed Service Agreement, the singular shall be read as the plural where appropriate and the conditions herein set forth shall apply separately to each individual item of Equipment as though each item of Equipment was subject to a separate Agreement.

10. CUSTOMER COVENANTS: The Customer agrees that the Customer will: (a) keep the Equipment in good working order, fair wear and tear excepted (b) subject to the provisions of clause 21, keep the Equipment at the Equipment Location unless prior written permission has been obtained from Vidcom NZ to relocate the Equipment elsewhere, (c) keep the Equipment Location or other premises in which the Equipment is located secure against unauthorised entry, (d) use the Equipment in a careful and proper manner and not interfere or tamper with the Equipment or permit or suffer such tampering or interference, (e) not alter or modify the Equipment without the prior written consent of Vidcom NZ, (f) in respect of

the Customer's use of the Equipment, comply with any operating instructions provided and all applicable legislation, regulations, bylaws and the directions of any competent local authority.

11. LOSS OR DAMAGE: (a) The Equipment will at all times whilst in the care, custody or control of the Customer be at the risk of the Customer. The Customer will bear the risk of any loss, theft, damage or destruction and if the Equipment will require repair or replacement as a result of the Customers use of the Equipment the Customer will bear the cost of any such repair or replacement including any freight charges incurred. (b) In the event of the Equipment or any part thereof being lost, stolen, destroyed or damaged beyond repair, the Customer will pay to Vidcom NZ the new replacement cost of such Equipment as assessed by Vidcom NZ. (c) In respect of any loss, theft, damage, destruction or failure to return any part of the Equipment which may render the Equipment unusable, the customer will be liable to pay Replacement Cost of the equipment as set out in the Managed Service Agreement.

12. OTHER DAMAGE: Vidcom will not be liable for and the Customer indemnifies Vidcom NZ against all claims for loss or damage to any equipment or thing used in or connected to the Equipment which is not the property of Vidcom whether caused by the Equipment or not.

13. INDEMNITY: The Customer agrees to indemnify Vidcom NZ and to be responsible for all costs, charges and other liabilities incurred by Vidcom NZ as a result of the Customers

breach of any of the terms of this Agreement or as a result of Vidcom NZ enforcement of any of this Agreement conditions or arising out of or in any way connected with the use of the Equipment by the Customer. Vidcom shall not be liable for any loss or damage suffered by the Customer or claim made against the Customer in connection with any failure or malfunction of the Equipment or any delay in Vidcom's delivery of the Equipment. In no event will Vidcom be liable for any economic or consequential loss, including but not limited to loss of use, contract, goodwill, revenue or profit. If despite the other provisions of this Agreement, Vidcom is liable to the Customer, Vidcom's liability shall in no event exceed 10% of the GST exclusive price payable by the Customer for the rental of the Equipment.

14. MAINTENANCE: As part of the agreement, subject to clause 11, Vidcom NZ provides maintenance for the Equipment as necessary and shall use its best endeavours to expeditiously repair or replace any faulty Equipment which may become defective during the Service period through no fault of the Customer.

15. WARRANTY: As part of Vidcom's Managed Service Solution, Vidcom extends 3-Year manufacturer warranty coverage in place for the supplied system components. Vidcom provides replacement of faulty equipment within 1-3 Business Days (Travel time permitting). Priority Help Desk support service is provided from 9am-4pm Monday to Friday, initial response within 3 hours.

16. CALL OUT SERVICE: Call out charges as per about the agreed maintenance support will be

charged at rates set out in the Agreement. The call out charge will be determined based on time and day of the call out.

17. INTELLECTUAL PROPERTY

RIGHTS/COPYRIGHT: (a) All rights pertaining to intellectual property including but not limited to copyrights, patents and trademarks are expressly reserved by Vidcom NZ. The Customer will not make any copies or authorise or allow any copying of items supplied including, without limiting the generality of the foregoing, software programs and operating manuals except with the prior written authority of Vidcom NZ. (b) Vidcom NZ is not liable for and the Customer agrees to indemnify Vidcom NZ against any claim, action, proceeding or cost which may arise as a result of any infringement of the Copyright Act 1994 or any other intellectual property rights of any person.

18. PERSONAL PROPERTY SECURITY ACT 1999:

The customer acknowledges that Vidcom has a Security Interest (as that term is defined in the Personal Property Security (PPS) Act 1999) in all goods supplied. They will assist as required to ensure that that Security Interest becomes a "Perfected Security Interest" (as defined in the PPS Act 1999).

19. ENTIRE AGREEMENT:

This Agreement represents the complete understanding between Vidcom NZ and the Customer with respect to the Equipment. Any amendment to this Agreement will be made by agreement in writing and signed by both parties. Other than expressly provided for in this Agreement the Customer acknowledges that it has not relied upon any statement or representation by

Vidcom NZ in respect of the Equipment or the use of the Equipment by the Customer irrespective of whether the Customer's purpose for the use of the Equipment is known to Vidcom NZ. The Customer acknowledges that under no circumstances is Vidcom NZ responsible or liable for any failure of unsuitability of the Equipment to perform the purpose required by the Customer.

20. CONSUMER GUARANTEES ACT 1993

("CGA")/OTHER LAW: (a) Where the Customer enters into this Agreement for the purposes of a business as the term "business" is defined in the CGA the Customer expressly agrees that the provisions of the CGA do not apply. (b) Nothing in this Agreement shall restrict, modify or exclude any conditions, warranties, rights or liabilities which may at any time be implied in this Agreement by any law where to do so would be unlawful.

21. TRADE CUSTOMERS:

Where the Customer has indicated on the Managed Service Agreement that it is a Trade Customer and this notation has been endorsed on behalf of Vidcom then: (a) the Customer will be entitled to underlet or lend the Equipment to its own customers in accordance with its customary business practices, (b) except to the extent to which they are varied by the preceding provisions of this clause 21 the covenants, terms and conditions of this Agreement including, without limitation, the Customer's obligations pursuant to clause (c) (Loss or Damage), will apply to the Customer irrespective of any permitted underletting or lending of the Equipment.