ANNEX 2

ON PREMISE SOFTWARE TERMS

1. Scope

1.1. These On Premise Software Terms apply to the Software Products other than any cloud hosted Software Products ("**On Premise Software**") delivered by the Supplier and agreed to by the legal entity ordering the On Premise Software ("**Customer**") by means of the applicable order form, incorporating by reference these On Premise Software Terms ("**Order**") and the member of the Acrelec group that is stated on the Order ("**Supplier**"), and shall take effect on written acceptance of the Order by the Supplier ("**Order Confirmation**").

1.2. The Customer shall use the cloud hosted Software Products ("**Cloud Services**") (if any) in accordance with the Supplier's Cloud Services Terms and Conditions. The Supplier will make the On Premise Software available to the Customer either under a perpetual licence (a "**Perpetual Program**") or a term licence (a "**Limited Term Program**"), depending on the On Premise Software that is licensed. Whether the On Premise Software is a Perpetual Program or a Limited Term Program will be specified in the Order.

1.3. Under these On Premise Software Terms, "**Authorised Device**" means hardware, including without limitation kiosks, which are capable of accessing the Cloud Services. Unless otherwise defined herein, capitalised terms shall have the meaning given to them in the General Terms and Conditions ("**GTC**").

1.4. All prices quoted and fees are exclusive of applicable goods and services tax ("GST") and any other applicable taxes, duties and charges levied or assessed in New Zealand or elsewhere in connection with the sale, purchase, export or import of any goods or services under these On Premises Software Terms. The Customer shall be responsible for payment of all such GST, taxes, duties, customs broker fees, and related governmental charges .

2. Rights granted

2.1. If any Perpetual Programs are included in the Order, the Supplier hereby grants the Customer from the date on which the Supplier first provides the Customer with a copy of the Perpetual Program, a non-exclusive, non-assignable (except as permitted in the GTC), royalty-free, perpetual license to use the Perpetual Programs anywhere in the Territory solely for the Customer's internal business purposes on the terms of this Agreement.

2.2. If any Limited Term Programs are included in the Order, the Supplier hereby grants to the Customer a non-exclusive, non-assignable (except as permitted in the GTC), royalty-free, limited license to use the Limited Term Programs on the Authorised Devices on which the Supplier activates such Limited Term Programs or on the central computing device that controls the Authorised Devices (as applicable) from the date the Program is activated by the Supplier anywhere in the Territory, solely for the Customer's internal business purposes on the terms of this Agreement and only for such time as the Customer has also subscribed to connect the associated Authorised Devices to the Cloud Services.

3. Delivery

3.1. The Supplier shall deliver (and install on the Customer's equipment if Installation Services are included in the Order) one copy of the On Premise Software electronically to the Customer at the Location by the performance date set out in the Special Conditions, which shall be deemed accepted on delivery unless the Customer notifies the Supplier otherwise within five (5) Business Days.

4. Restrictions

4.1. Except to the extent permitted by applicable law (in which case, in the first instance, the Customer shall request the Supplier undertakes such permitted acts, which the Supplier may refuse or accept) or as expressly set out in this Agreement, the Customer shall not:

4.1.1. use, copy, adapt, modify, make error corrections or transfer the right to use, and shall not allow the use, copy, adaption, modification or correction of, the On Premise Software, or: i) its specifications; and ii) such other documentation

as may be provided by the Supplier to the Customer from time to time ("**On Premise Software Documentation**"), or any copy thereof except as otherwise agreed in writing by the Supplier;

4.1.2. disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the On Premise Software or On Premise Software Documentation, nor attempt to do any such things; or

4.1.3. (a) translate, localize, adapt, rent, lease or loan the On Premise Software, On Premise Software Documentation nor any part thereof; (b) resell, provide, make available to or permit use of the On Premise Software (or associated access credentials), in whole or in part by any third party; (c) use the On Premise Software or On Premise Software Documentation for any purpose which is competitive to the Supplier; or (d) perform or fail to perform any other act which would result in a misappropriation or infringement of the Supplier's Intellectual Property Rights.

4.2. The Customer shall not and shall not permit any of its users to access, store, distribute or transmit any viruses, or any material during the course of its use of the On Premise Software that:

4.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

4.2.2. facilitates illegal activity;

4.2.3. depicts sexually explicit images;

4.2.4. promotes unlawful violence;

4.2.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

4.2.6. is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability and without prejudice to its other rights, to revoke the Supplier's licence to the On Premise Software if the Supplier reasonably believes that the Customer is in breach of the provisions of this Section.

4.3. The Customer shall prevent any unauthorised access or use of the On Premise Software and/or the On Premise Software Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier and take all steps to assist the Supplier in rectifying the unauthorised use or access.

4.4. The Customer shall ensure that it has, at all times during the term of this Agreement, up to date anti-virus and security software and suitable policies and procedures in place to minimise the risk of any security or data breach through its use of the On Premise Software.

4.5. The Customer agrees that it is not entitled to and shall not attempt to access or reproduce the source code of the On Premise Software.

5. Warranty

5.1. The Supplier warrants that for a period of ninety (90) days from the date of installation of the Perpetual Program or, with respect to any Limited Term Program, from the date of activation of the Limited Term Program by the Supplier (the "**On Premise Software Warranty Period**"), the On Premise Software shall conform substantially with the applicable On Premise Software Documentation. The Customer must promptly provide the Supplier with written notice if any errors, faults or defects ("**Defects**") are discovered during the On Premise Software Warranty Period. On receipt of such notice, the Supplier will, subject to the provisions of this Section 5: (i) repair the On Premise Software, (ii) replace the On Premise Software, or (iii) terminate the applicable license immediately by notice in writing to the Customer, and on return to the Supplier of the applicable On Premise Software and all copies thereof, refund the relevant On Premise Software Fees paid by the Customer before termination (less a pro-rated amount in respect of the Customer's use of the On Premise Software before the date of termination).

5.2. This warranty shall not apply (without limitation) if the Customer: (a) does not provide the Supplier with all the information that may be necessary to assist in resolving a Defect, including a documented example of any Defect, or sufficient information to enable the Supplier to re-create the Defect; (b) modifies the On Premise Software

without the Supplier's written permission; (c) misuses (or negligently uses) the On Premise Software, including use otherwise than as described in the On Premise Software Documentation; (d) fails to promptly install any patches, updates or releases for the On Premise Software made available by the Supplier; and (e) is in breach of this Agreement.

5.3. The Supplier is not responsible for any issues related to the performance, operation or security of the On Premise Software that arise from the Customer's data, third party data, third party Software (including open source software) or services provided by third parties other than from third parties authorised by the Supplier in writing.

5.4. FOR THE AVOIDANCE OF DOUBT, TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY APPLICABLE TO ANY BREACH OF THE SUPPLIER'S WARRANTIES UNDER THESE ON PREMISE SOFTWARE TERMS ARE LIMITED TO THOSE PROVIDED IN SECTION 5.1 AND, EXCEPT AS PROVIDED HEREIN, THE SUPPLIER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED. THE ON PREMISE SOFTWARE IS PROVIDED "AS IS" AND THERE IS NO WARRANTY PROVIDED BY THE SUPPLIER OR ANY OTHER PERSON THAT THE FUNCTIONS CONTAINED IN THE ON PREMISE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS OR THAT THE OPERATION OF THE ON PREMISE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

5.5. The Customer shall be responsible for:

5.5.1. the suitability of its selection of the On Premise Software to achieve its intended results; and

5.5.2. the use and results (and the Customer's use of those results) obtained from the On Premise Software;

and the Supplier shall have no liability in that regard.

6. On Premise Software Fees

6.1. In consideration for the rights granted with respect to the On Premise Software, the Customer agrees to pay to the Supplier all fees specified in the Order for the On Premise Software ("**On Premise Software Fees**").

6.2. All On Premise Software Fees (plus GST) shall be invoiced on the date of the Order Confirmation unless the Parties agree otherwise.

7. Intellectual Property Rights

7.1. Parties agree that all Intellectual Property Rights in the On Premise Software and any On Premise Software Documentation belong to the Supplier, that rights in the On Premise Software are licensed (not sold) to the Customer, and that Customer has no rights in, or to, the On Premise Software or the On Premise Software Documentation other than the right to use them in accordance with the terms of this Agreement. In respect of any third party Software forming part of the On Premise Software, the Customer shall be extended such rights as are permitted by the third party licensor of the third party Software.

8. Termination

8.1. If the Agreement is terminated by either Party in accordance with the General Terms and Conditions, without prejudice to any other provisions of this Agreement, the Customer:

8.1.1. must cease all use of any Limited Term Programs and the associated On Premise Software Documentation with effect from the date of termination;

8.1.2. may continue to use any Perpetual Programs and the associated On Premise Software Documentation save to the extent that Section 8.2 below applies; and

8.1.3. shall not be entitled to receive any maintenance services with respect to the On Premise Software, whether Limited Term Programs or Perpetual Programs, with effect from the date of termination, unless otherwise agreed by the Parties.

8.2. In the event that the Customer breaches a material term of any licence granted in respect of any On Premise Software, whether a Limited Term Program or a Perpetual Program, such breach shall be deemed a material breach of this Agreement and the Supplier may terminate the Agreement (or any part of it) in accordance

with the General Terms and Conditions, and without prejudice to any other provisions of this Agreement, the Customer shall cease all use of such On Premise Software and its associated On Premise Software Documentation on termination of such licence.

9. Audit

9.1. On written request by the Supplier, not more frequently than annually, the Customer shall provide the Supplier with a signed certification of compliance with the terms of this Agreement. The Supplier may, not more frequently than annually and at its own expense, audit the Customer's use of the On Premise Software. Any such audit shall be conducted during regular business hours at the Customer's facilities and shall not unreasonably interfere with the Customer's business activities. If an audit reveals that the Customer has underpaid fees to the Supplier, the Customer shall pay such underpaid fees at the Customer's then-current list prices for the required number of licenses to bring the Customer back into compliance.