Master Terms of Trade

1 Definitions

1.1 Definitions

Customer means the person obtaining Equipment or Services from Neo and identified on a Quote or Order.

Equipment means any goods supplied by Neo, including those supplied in the course of providing Services, and includes any software components supplied as part of the Equipment.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.

Loss includes, but is not limited to, costs (including party to party legal costs and Neo's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Neo means Neoproducts Pty Ltd and its agents and assigns.

Order means a purchase order for Equipment or Services placed by a Customer in response to a Quote and as varied in writing from time to time by the parties.

Quote means a written description of the Equipment or Services to be supplied, an estimate of Neo's charges for the performance of the required work and an estimate of the time frame for the performance of the work.

Services means the services to be provided by Neo to the Customer in accordance with a Quote and these terms of trade.

Software means any software component incorporated in, or supplied by Neo for use with, the Equipment.

2 Quotes

(a) Neo may provide the Customer with a Quote. Any Quote issued by Neo is valid for 30 days from the date of issue.

(b) Unless otherwise expressly agreed in writing, a Quote does not include delivery or installation of the Equipment.

(c) Quotes are based upon the cost of materials (for Equipment) and personnel (for Services) available at the time of preparation of the Quote and assume the timely supply by the Customer of necessary material and instructions to Neo.

(d) Following provision of a Quote to the Customer, Neo is not obliged to commence work until the Quote has been accepted by the Customer. The Quote is deemed accepted when the Customer places an Order under clause 3, or otherwise accepts the Quote in writing or instructs Neo to commence work.

3 Orders

(a) The Customer may order Equipment and Services from Neo under one or more Orders.

(b) An Order must clearly identify Neo's Quote, the Equipment or Services ordered and any additional terms and conditions that Neo and the Customer agree are applied to the Equipment or Services being ordered.

(c) Orders must be signed by an authorised representative of the Customer and must specify the required date of delivery.

(d) Placement of an Order by the Customer signifies acceptance by the Customer of these terms of trade and the most recent Quote provided by Neo relating to that Order.

(e) Neo may in its absolute discretion refuse to provide Equipment or Services where:

(i) Equipment is unavailable for delivery for any reason whatsoever;

(ii) The Customer's credit limit cannot be agreed upon or has been exceeded; or

(iii) payment for Equipment or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of Neo, associated with the Customer under the same or another supply contract, has not been received by Neo.

(iv) Neo has any other reason to believe that Neo is unable to fulfill the Order or the Customer is unable to pay the applicable fees.

(f) Neo may, in its sole discretion, vary the fees for an Order where the exchange rate between the AUD and any foreign currency fluctuates up or down by more than 2% and causes a material cost variation outside Neo's control. In such a case, Neo will:

(i) Notify the Customer in writing of the reduced or increased fee change; and

(ii) provide the client evidence to substantiate the change, and the Customer will pay the changed fees.

(g) Once executed by both parties, an Order will be binding and, along with these Master Terms and any other agreement between the parties, forms part of the agreement between the parties for supply of Equipment or Services.

(h) An Order cannot be cancelled or varied without the prior written consent of Neo. Where an Order is cancelled, the Customer indemnifies Neo against any Losses incurred by Neo as a result of the cancellation. Any deposit paid is not refundable.

(i) Where a Customer wishes to vary an Order, the Customer must notify Neo in writing of the requested variation, which Neo may accept or reject in Neo's discretion. Any change in fees or any Loss occasioned by the variation will be paid by the Customer.

4 Invoicing and payment

(a) The Customer must pay any invoice issued by Neo to the Customer, within 7 days of the date of a valid tax invoice issued to the Customer.

(b) If any invoice is due but unpaid, Neo may withhold the provision of any further Equipment or Services until overdue amounts are paid in full.

(c) Neo may in its complete discretion apply any payment received from the Customer to any amount owing by the Customer to Neo.

(d) All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of Neo, are to be paid by the Customer as a debt due and payable under these terms of trade.

5 Delivery and acceptance of Equipment

(a) Neo will use reasonable efforts to deliver the Equipment in accordance with the Order.

(b) If the Customer fails to advise Neo in writing of any fault in Equipment or failure of Equipment to accord with the Customer's Order within 30 days after delivery, the Customer is deemed to have accepted the Equipment and to have accepted that the Equipment is not faulty and accords with the Customer's Order.

6 Title and Risk

(a) Risk in Equipment passes to the Customer immediately upon delivery.

(b) Title in the Equipment passes to the Customer on payment of the full amount specified in the Order as the price of the Equipment.

(c) The Customer acknowledges that it does not obtain any Intellectual Property Rights in the Equipment.

(d) Where the Order provides that the Customer will pay for the Equipment in instalments, property and title in Equipment supplied to the Customer passes to the Customer progressively as each instalment is paid, in proportion to the total amount paid at the relevant time divided by the total contract price specified in the applicable Order as payable to Neo by the Customer.

(e) Where Equipment is supplied by Neo to the Customer without payment in full, the Customer:

(i) is a bailee of the Equipment until property in them passes to the Customer;

(ii) must be able upon demand by Neo to separate and identify as belonging to Neo the Equipment supplied by Neo from other goods which are held by the Customer; and

(iii) must not allow any person to have or acquire any security interest in the Equipment.

7 Intellectual Property Rights

(a) All Intellectual Property Rights in any works created by Neo, vest in Neo immediately upon creation.

(b) On payment of all invoices due in respect of the Equipment or Services and subject to any relevant licence fees notified to the Customer by Neo, Neo grants to the Customer a perpetual, non-exclusive, non-transferrable licence to use any Intellectual Property Rights owned by Neo and embodied in the Equipment for the purposes contemplated by the Order. Unless explicitly agreed, the licence does not include the right to commercialise the Equipment or relevant Intellectual Property Rights.

(c) For the avoidance of doubt, nothing in these terms transfers title to Intellectual Property Rights owned by the Customer and made available to Neo for the purpose of providing Equipment or Services.

8 Agency and assignment

(a) Neo may engage a subcontractor to perform any obligation of Neo pursuant to these terms of trade with the Customer's prior consent, which the Customer will not unreasonably withhold or delay.

(b) Neo may, with the Customer's prior consent, which the Customer will not unreasonably withhold or delay, assign and transfer all or any of its rights and obligations under these terms of trade to any person who agrees to assume any duties and obligations of Neo owed to the Customer thereunder.

(c) The Customer may not assign, or purport to assign, any of its obligations or rights under these terms of trade without the prior written consent of Neo.

9 Default by Customer

(a) Each of the following occurrences constitutes an event of default:

(i) the Customer breaches these terms of trade for any reason and fails to remedy that breach within 30 days of notice by Neo to do so; or

(ii) the Customer, being a corporation, is subject to:

(A) a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved;

(B) a receiver, receiver and manager or an administrator under Part 5.3A of the Corporations Act 2001 being appointed to all or any part of the Customer's property and undertaking;

(C) the entering of a scheme of arrangement (other than for the purpose of restructuring); and

(D) any assignment for the benefit of creditors.

(b) Where an event of default occurs, except where payment in full has been received by Neo, Neo may, if the procedures in clause 13 have been followed:

(i) terminate these terms of trade;

(ii) terminate any or all Orders and credit arrangements (if any) with the Customer;

(iii) refuse to deliver Equipment or provide further Services; or

(iv) retain (where applicable) all money paid by the Customer on account of Equipment or Services or otherwise.

10 Exclusions and limitation of liability

(a) Except in relation to liability for personal injury, property damages or an infringement of confidentiality or Intellectual Property Rights, to the full extent allowed by law, Neo's liability for breach of any term implied into these terms of trade by any law or as a result of any course of conduct or industry norm is excluded.

(b) All information, specifications and samples provided by Neo in relation to the Equipment or Services are approximations only and small deviations or slight variations from them which do not substantially affect the Customer's use of the Equipment or Services will not entitle the Customer to reject the Equipment upon delivery, or to make any claim in respect of them.

(c) Neo Warrants that:

(i) the Services will be provided with due care and skill; and

(ii) the Equipment will be fit for the purposes agreed in writing by Neo and the Customer in the Order.

(d) To the full extent permissible at law, Neo is not liable to the Customer for any loss, damage, cost or expense or other claims (including consequential damages and loss of profits or loss of revenue) as a result, direct or indirect, of any defect, deficiency, delay in delivery or discrepancy in the Equipment or Services.

(e) To the full extent permissible at law, Neo's maximum aggregate liability under or in connection with these terms of trade, whether in contract, tort (including negligence) under statute or any indemnity is limited to the GST exclusive value of the Equipment and Services specified in the relevant Order.

(f) To the extent the Customer is a "consumer" under the Australian Consumer Law, the Equipment and Services come with guarantees that cannot be excluded under the Australian Consumer Law as follows:

(i) The Customer is entitled to replacement or refund for a major failure of the Equipment and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Equipment repaired or replaced if the Equipment fails to be of acceptable quality and the failure does not amount to a major failure.

(ii) For major failures with the Services, the Customer is entitled to terminate those services and to a refund for the unused portion of the Services, or to compensation for the reduced value and compensation for any other reasonably foreseeable loss and damage. If the failure does not amount to a major failure, the Customer is entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to terminate the Services and obtain a refund for the unused portion of the Services.

11 Indemnity

(a) The Customer will indemnify and hold harmless Neo, its servants and agents in respect of any claim, demand, or Loss suffered or incurred by Neo arising from the Customer's use of any Equipment or Services supplied by Neo under or in connection with these terms of trade.

(b) Neo will indemnify and hold harmless the Customer against any claim made against the Customer by a third party alleging that the Equipment or Services infringes the Intellectual Property Rights of that third party.

(c) Paragraph 11(a) and (b) survive the termination for any reason or expiry of these terms of trade.

12 Miscellaneous

(a) Neo is not liable to the extent that any event of force majeure (being any circumstance beyond its reasonable control) prevents or hinders its provision of any Equipment or Services.

(b) These terms of trade are governed by the laws of the state of Victoria, Australia, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that state.

(c) These terms of trade and any Quotes and written variations agreed to in writing by Neo represent the whole agreement between the parties relating to the subject matter of these terms.

(d) In entering into these terms of trade, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by Neo or any of its employees or agents relating to or in connection with the subject matter of these terms of trade.

(e) A notice or other communication required or permitted to be given by one party to another must be in writing to the address shown on a Quote (or as varied pursuant to this paragraph) and delivered personally, sent by pre-paid mail to the address of the addressee specified in the relevant Quote; with acknowledgment of receipt from the facsimile machine of the addressee or sent by email to the email address of the addressee specified in the relevant Quote with acknowledgement of delivery.

(f) A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the second Business Day after posting; or if sent by fax or email before 4 pm on the Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

(g) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party

13 Dispute resolution

(a) If a dispute arises between the Customer and Neo, the following procedure applies:

(i) A party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this clause.

(ii) A party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this paragraph.

(iii) A party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this paragraph.

(b) If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within 20 Business Days (or other period as agreed).

(c) Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation between the parties or their representatives, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Resolution Institute (**Resolution**) before having recourse to arbitration or litigation. The mediation must be conducted in accordance with the Resolution Guidelines for Commercial Mediation which operate at the time the matter is referred to Resolution. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms of trade. This paragraph survives termination of these terms of trade.

(d) Notwithstanding the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under these terms of trade.

(e) The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.

14 Equipment Supply (Hardware With Software)

14.1 Installation

If the Order stipulates that Equipment is to be installed by Neo:

(i) Neo will install the Equipment at the installation site specified in the Order and with the other requirements of the applicable Order.

(ii) Customer will provide Neo with reasonable assistance and access to the site and other facilities to enable Neo to deliver and install the Equipment.

14.2 The Equipment

Neo warrants that the Equipment will conform to the description and specifications, if any, set out in the Order.

14.3 The Software

(a) Subject to payment of any relevant licence fees notified to the Customer by Neo, Neo grants to the customer a non-transferrable, non-exclusive, non-sublicensable licence to use the Software as part of the Equipment.

(b) The Customer must not;

(i) use the Software separately from the Equipment or in conjunction with any other equipment;

(ii) rent, lease, distribute, sells or provide access to the Software to a third party;

(iii) interfere with any mechanisms (including licence keys or similar) intended to limit use of the Software; or

(iv) copy, reverse engineer or decompile the Software.

(c) The Customer must comply with any additional licence terms for any part of the Software notified to the Customer by Neo in writing

14.4 Equipment Warranties

(a) Neo's warranties

(i) Neo warrants that the Equipment is newly manufactured and is free of any defects in materials and workmanship.
(ii) Neo will rectify, at its own expense, any defect in the Equipment which is notified by Customer within a period of 12 months after acceptance.
(iii) Neo warrants that any replacement parts provided to Customer pursuant to clause 14.4(a)(ii) are newly manufactured and are free from defects in materials and workmanship. If the replacement parts are found to be defective during a period of 90 days after installation of those parts, they will be rectified or replaced at Neo's expense.
(iv) Neo will not be liable for defects resulting from improper use of the Equipment, whether by Customer or by a third party.
(v) Neo warrants that it has all necessary rights in respect of the Software to grant the licence in clause 14.3(a).

14.5 Customer's warranties

(a) Customer represents and warrants to Neo that:
(i) it will use Equipment strictly in accordance with these terms of trade; and
(ii) the information provided to Neo by Customer in relation to the subject matter of these terms of trade before the date of the applicable Order is true and correct.

15 Equipment Maintenance (Software)

15.1 Software Support Scope

The following software support activities are covered:

(i) Log and maintain a register of software support tickets as agreed by principal stakeholders
(ii) Manned telephone support
(iii) Monitored email support
(iv) Identify Neo peripheral software bugs in a timely manner
(v) Maintain and update software as required for all Neo components
(vi) Review logs from kiosks to determine cause of fault and report findings
(vii) Provide software updates to close out software support tickets raised

Any development of new software requirements, or on-site activities, is not covered by these terms of trade and would require separate authorisation before commencement. As a guide, ad-hoc software support that is outside of the scope of these terms of trade is charged at $185 per hour (ex tax). Ad-hoc charges can only be actioned through prior written agreement between Customer and Neo.

(a) Customer Requirements

Customer obligations include:

(i) payment for the annual software licence and support fee specified in the Order; and
(ii) reasonable availability of Customer staff when resolving a service related incident or request.

(b) Neo Responsibilities

Neo is responsible for:

(i) meeting response times associated with service related incidents specified in these terms of trade;
(ii) adequate support for requests for servicing and assistance by the Customer; and
(iii) providing Customer with a detailed operator and service manual (Software and Equipment) to be provided to Customer based on Customer's build requirements and specifications prior to transfer and acceptance of the applicable Equipment .

(c) Service Assumptions

Neo's obligations under this clause 15 are based on the following assumptions related to in-scope services and/or components which include:

(i) changes to services will be communicated and documented to all stakeholders;
(ii) Customer provides up to date service contact details;
(iii) Customer receives primary communication via email;
(iv) Neo is responsible for printer and EFTPOS integration with the Equipment;
(v) Neo is responsible for the local web server application that controls the kiosk; and
(vi) Customer will provide a detailed description of any problem notified to Neo for resolution with all relevant log files where appropriate.

(d) Service Availability

Coverage parameters specific to the service(s) covered in this clause 15 are as follows:

(i) Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday (Eastern Standard Time), excluding public holidays
  (i) Calls received out of office hours will be received, however no action can be guaranteed until the next working day
(ii) Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday (Eastern Standard Time), excluding public holidays
(iii) Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

(e) Service Requests

In support of services outlined in these terms of trade , the Service Provider will respond to enquiries for service related incidents and/or requests submitted by the Customer within the following time frames:

(i) Within 8 business hours (during normal business hours) for issues classified as High Priority. As an example, a High Priority event is something causing a system outage
(ii) Within 48 hours for issues classified as Medium Priority. As an example a Medium Priority event may be something that degrades the operation of the software, but can be tolerated.
(iii) Within 5 working days for issues classified as Low Priority. As an example, a Low Priority event is something of the magnitude as an on-screen spelling error.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

(f) How to log a software service request

A software service request is logged in the same way as a hardware support request. Refer to the clause headed "Logging Calls to Neo Products Service Department" below.

15.2 Hardware Maintenance

When a warranty repair is required to be carried out, first contact NeoProducts' Australian Service Centre by one of the communication methods listed. Please refer to the extended Warranty section for pricing.

(a) Logging Calls to Neo Products Service Department

Service Department, NeoProducts Pty. Ltd., 62-66 Pacific Drive, Keysborough, Victoria, Australia 3173
Neo's service department can be contacted on

PHONE: +61 3 8796 2317 (Australian Eastern Standard Time - 8AM to 5PM)
EMAIL: service.au@neoproductsgroup.com
FAX: +61 3 9701 1799

A new service request is logged via the Neo Products Service Department. This can be performed via Email, Phone or Fax. In order to log a call, the customer must supply Neo Products with the following information.

(i) Customer Name:
(ii) Return Address
(iii) Product:
(iv) Date:
(v) Serial Number:
(vi) Fault Description:
(vii) Required Service Level - Standard or Express

The service request will be recorded and replied to within 4 business hours of receipt (Australian Eastern Standard Time - 9AM to 5PM) Mon to Fri, Excluding Public Holidays.

(b) Return Goods RMA (Return Material Authorisation)

Neo will then issue a Return Material Authorisation (**RMA)** via email or fax within 4 business hours. The RMA becomes the mechanism for tracking the repair process, and should be referred to regarding any service requests or status follow up.

(c) Standard Service

The standard repair target for contracted and warranty services is 5 business days turnaround dated from the receipt of the faulty Equipment (excluding freight back to Customer or the nominated service provider destination). Freight to Neo Products, is the responsibility of the Customer. During the warranty period of 1 year, there is no charge for the actual warranty repair cost.

Unwarranted repairs including damage caused by abnormal usage will be treated as best endeavours and quoted at standard time $185 per hour (ex tax) plus freight for hardware repairs. A quote will be provided, and authorisation required by Customer, prior to commencement of repair work.

Reporting of all items in the repair system can be forwarded to: service.au@neoproductsgroup.com

(d) Express Service

An expedited express service can be arranged where turnaround is within 3 business days with parts freighted directly to a site location. This service will be charged at $185 per hour (ex tax) plus freight for hardware repairs. A quote will be provided, and authorisation required by Customer, prior to commencement of repair work.

(e) Receipt of Goods Acknowledgement

Once the goods are received, Neo can send a receipt acknowledgment, and the repair process will begin.

(f) Repair of Goods

All parts will be repaired and tested in accordance with Neo's quality standards. Units are booked in and verified against the initial records. Any problems highlighted at this time will be forwarded to the original requester.

(g) Return Shipment of Goods

Goods that are being return shipped will be tracked by the consignment number. This information will be provided in the delivery docket at the time of dispatch. All parts will be dispatched back to the nominated site/service location.

(h) Service Repair Rates

Neo reserves the right to charge for warranty repairs that are requested beyond the normal wear and tear of equipment under normal use. Along with the express repair services, expedited freight charges will also be charged should the costs exceed normal freight charges.

(i) Standard Repair Labour Charges - $185 Per Hour
(ii) Express Repair Charge – Quoted Per Occurrence.

(i) **Escalation Processes and Points of Contact**

If you have any concerns or problems related to service levels, or indeed any issue that you feel should be brought to our attention, please feel free to contact the following people for discussion or assistance.

(i) For general service management issues: Mark Bray, Production and Service Manager
mark.bray@neoproductsgroup.com
Phone: +61 3 8796 2321

(ii) For general commercial and business issues:
Anton Jovanovic, Chief Executive Officer
anton.jovanovic@neoproductsgroup.com Phone:
+61 409 218 918

(j) What These Terms of Trade Do Not Cover

These terms of trade and the Services do not cover the following:

(i) uninterrupted or error-free operation of Equipment or Services;
(ii) loss of, or damage to, Customer data;
(iii) any software programs, whether provided with the Equipment or Services or installed subsequently (except to the extent specifically stated in these terms of trade);
(iv) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by Customer;
(v) damage caused by a non-authorised service provider;
(vi) failure of, or damage caused by, any third party products, not installed or supported by NeoProducts;
(vii) any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation . If training is required, this can be provided at $185 per hour (plus travel and expenses). Prior written agreement is required or
(viii) Consumable products such as batteries.

These terms of trade are voided by removal or alteration of identification labels on the Equipment or Services or its parts.

(k) Warranty Services

(i) Neo warrants Services will be performed with reasonable care and according to its current description in these terms of trade.
(ii) When warranty service involves the replacement of a product or part, the replaced product or part becomes Neo's property and the replacement product or part becomes the Customer's property.
(iii) Only unaltered Neo components and parts are eligible for replacement.
(iv) The replacement product or part provided by Neo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part.
(v) The replacement product or part shall be warranted for the balance of the period remaining on the original product or warranty period whichever is greater.
(vi) Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired.
(vii) Refurbished parts may be used to repair the product; repair of the product may result in loss of data, if the product is capable of retaining user-generated data.

16 SOFTWARE HOSTING

16.1 Hosting services

(a) Neo obligations

(i) In consideration for the payment by the Customer of the monthly data hosting fee specified in the Order, Neo will arrange for the Software and the Customer Content (as defined at (iii) below) to be hosted on a secure server controlled by a data centre operator appointed by Neo.
(ii) Neo may change its hosting contractor at any time in its sole discretion.
(iii) Neo will ensure that the content supplied by the Customer, including website URLs, documents, digital files incorporating sound recordings and video material and other content supplied by the Customer as updated by the Customer from time to time, (collectively, the **Customer Content**) is made available for display via the Software on the Equipment and updated in accordance with the arrangements agreed in writing by the Customer and Neo.
(iv) Neo will use reasonable commercial endeavours to ensure that the visible components of the Customer Content are available for use by users of the Equipment during business hours at the premises where the Equipment is installed.
(v) If the Customer notifies Neo of any failure of the Equipment or the Software to operate in reasonable compliance with the applicable specifications provided by Neo, Neo will respond to the notified problem in accordance with the terms and conditions of section 15, Equipment and Software Maintenance.

(b) Customer acknowledgment and Neo disclaimer

(i) The Customer acknowledges and agrees that Neo has no liability for any unavailability of the Equipment or the Software arising from: (i) acts or omissions of the Customer, force majeure events beyond Neo's reasonable control (including without limitation virus attacks or acts of hackers that occur despite Neo's reasonable endeavours to prevent them and failures of a third party.
(ii) communications infrastructure scheduled downtime or emergency maintenance.
(iii) Neo's liability for any failure of the Equipment (including the Software) or any services provided by Neo or any of its contractors under this clause 16 is limited to (at Neo's election):
  (A) where the failure relates to the Equipment - Neo replacing the Equipment, supplying equivalent Equipment, repairing the Equipment, paying the cost of replacing the Equipment or of acquiring equivalent Equipment, or paying the cost of having the Equipment repaired; or
  (B) in the case of a supply of services -Neo supplying the services again or paying the cost of having the services supplied again.

(c) Customer obligations

(i) The Customer will supply the Customer Content to Neo at the times, in the format, and in accordance with the procedures specified by Neo from time to time.
(ii) The Customer will be solely responsible for obtaining and maintaining, and paying all fees and charges for, all necessary consents from third parties for the use (including without limitation the reproduction and communication to the public) of all Customer Content).
(iii) The Customer indemnifies Neo and its officers, employees and contractors from and against any loss, damage or expense (including reasonable legal expenses) suffered or incurred by Neo or any of those other persons as a result of any breach by the Customer of paragraph (ii).
(iv)