

This CMS Data Access Agreement is made on

fitted by contacting the CMS Help Desk on 1800 307 551.

[Insert date]

between

Maxgaming NSW Pty Ltd, by its **Data Monitoring Services** division ABN 51 078 250 423 of Level 4, 355 Bulwara Road, ULTIMO, NSW 2007 (**DMS**) and

[Insert full name of hotelier/club. If a company, include both the name and ACN number.]

of

[Insert address of hotel or club]

and premises number

[Insert premises number]

(Venue)

RECITALS

- A. DMS operates an authorised centralised monitoring system (**CMS**) in accordance with the *Gaming Machines Act 2001* (NSW).
- B. The Venue has requested access to raw CMS data and has agreed that any such access is provided on the terms set out in this Agreement.

1. CONNECTIONS

- 1.1 The Venue may connect a serial cable or serial port from an external computer to the DMS serial cable connected to the CMS Site Controller in the Venue upon payment of the Fee for the sole purpose of receiving a direct feed of raw data transmitted by that CMS Site Controller from the CMS. The serial cable or serial port must conform to specifications approved by DMS from time to time.
- 1.2 In the event that the DMS serial cable is not already attached to the CMS Site Controller, the venue must arrange for the DMS serial cable to be

- 1.3 The Venue agrees and authorises DMS to deduct the Fee (\$100 plus GST) once access has been provided, from the existing bank account nominated by the Venue for CMS purposes.
- 1.4 Connection of the DMS serial cable to the CMS Site Controller in the Venue must be undertaken by a licensed technician appointed by DMS. The licensed technician will leave the unconnected end of the DMS serial cable outside the CMS Site Controller cabinet. The Venue will be responsible for the installation and all costs of connection from the DMS serial cable.
- 1.5 The Venue must notify DMS of the proposed timetable and arrangements for connection of the serial cable to the CMS Site Controller located in the Venue and obtain DMS' prior approval of the timetable and arrangements.
- 1.6 The Venue must comply with all requirements, directions and specifications of DMS and all applicable legal and regulatory requirements (including directions of the Minister and any other relevant regulatory body) from time to time in relation to connecting and maintaining the connection of a serial cable to the CMS Site Controller in the Venue.

2. DATA ACCESS

- 2.1 Once the Venue has connected the serial cable to the CMS Site Controller in the Venue in accordance with this Agreement, the Venue may receive from the CMS Site Controller raw data collected by the CMS Site Controller in relation to approved gaming machines in the Venue's premises (**Data Access Service**) as any data is transmitted by the CMS Site Controller from the CMS.
- 2.2 The Venue acknowledges that the Data Access Service provides raw data only and is not necessarily complete or accurate. The Venue also acknowledges that:
 - a) certain data may have errors;
 - b) not all approved gaming machines in the Venue's premises may be communicating with the CMS or the CMS Site Controller at a particular time; and
 - c) as part of the operation of the CMS, data from approved gaming machines may not transmit to the CMS Site Controller each poll. The data may therefore differ from the CMS information.

3. DISRUPTION OF DATA ACCESS

3.1 DMS may disrupt the availability of the Data Access Service to the Venue at any time without notice including in the course of operating or maintaining the CMS or any CMS Equipment or where Maxgaming NSW Pty Ltd considers it appropriate in relation to the operation, security or integrity of the CMS. The availability of the Data Access Service to the Venue may also be disrupted for other reasons including technical issues, faults or force majeure. DMS has no liability to the Venue in relation to any disruption to the Data Access Service or its availability to the Venue for any reason whatsoever.

3.2 If any part of the Data Access Service is not sent to or received by the Venue's equipment for any reason, that data will not be resent or resubmitted.

3.3 DMS may, at any time, vary the form and frequency of the Data Access Service and may vary the equipment used in connection with the CMS (including the CMS Site Controller). This may prevent or inhibit the Venue receiving the Data Access Service without variation to the equipment used by the Venue to receive, store or analyse the Data Access Service. DMS is not responsible or liable to the Venue in any way on account of, or as a result of, any such variations. DMS will use reasonable endeavours to notify variations through its website or other media but is not responsible or liable for any failure to do so.

4. SECURITY AND INTEGRITY OF THE CMS

4.1 The Venue must not interfere with the CMS equipment or in any way prejudice the security or integrity of the CMS or any CMS equipment.

4.2 Nothing in this Agreement affects any other obligations the Venue has in relation to the CMS.

4.3 The Venue is solely responsible for the security and integrity of any data or information obtained by the Venue in, or from, the Data Access Service.

5. DISCLAIMER AND RELEASE

5.1 DMS is not liable or responsible in any way for:

- a) the accuracy or completeness of any data or information obtained by the Venue in, or from, the Data Access Service;
- b) reliance by the Venue or any other person on data or information obtained by the Venue in or from the Data Access Service;
- c) the operation or compatibility of any equipment or software which the Venue may use in conjunction with the connection of the serial cable to the CMS Site Controller in accordance with this Agreement or the receipt, storage or use of data or information obtained

by the Venue in, or from, the Data Access Service; or

- d) any loss or damage to that equipment or software, including damage which may be caused in accessing, operation or maintenance of the CMS or CMS equipment (including the CMS Site Controller).

5.2 The Venue releases, holds harmless and undertakes not to take any proceedings against DMS, its officers, employees and agents in connection with, or relating to, any matter pursuant to this Agreement.

5.3 DMS is not liable for any direct, indirect, loss of profits or consequential loss.

6. INDEMNITY

6.1 The Venue indemnifies DMS against any Loss which DMS pays, suffers, incurs or is liable for in connection with, or as a result of:

- a) any breach of, or default under, this Agreement by the Venue;
- b) the connection of a serial cable to the CMS Site Controller located in the Venue; or
- c) the Venue obtaining data or information in or from the Data Access Service or the use or disclosure by the Venue of that data or information.

7. TERMINATION

7.1 Either party may terminate this Agreement by giving one month's written notice to the other.

7.2 DMS may terminate this Agreement without prior notice if:

- a) an insolvency event occurs in relation to the Venue;
- b) the Venue breaches any provision of this Agreement;
- c) in DMS' opinion, the continuation of the Agreement will adversely affect the ability of DMS or its related bodies corporate to obtain and maintain any material licence or permit from any relevant government or regulator;
- d) in DMS' opinion, the continued connection of a serial cable to the CMS Site Controller located in the Venue, or conduct of the Venue, potentially prejudices the security or integrity of the CMS or any CMS equipment;
- e) there are no approved gaming machines as this term is defined in the Gaming Machines Act (NSW) 2001 in the Venue connected to the CMS; or

- f) DMS is directed to terminate this Agreement or the connection of the Venue's serial cable to the CMS Site Controller located in the Venue by the Minister and any other relevant regulatory body.

7.3 On termination of this Agreement DMS may (at the Venue's cost) disconnect the Venue's serial cable to the CMS Site Controller located in the Venue or may allow the Venue to do so in accordance with arrangements approved by DMS.

8. GENERAL

8.1 This agreement is governed by the laws of New South Wales and each party submits to the courts of New South Wales.

8.2 Clauses 5, 6 and 7.3 survive termination of this Agreement.

8.3 In this Agreement:

- a) "including" means "including without limitation";
- b) "Fee" means a once-off installation fee of \$100 (plus GST) for connection of the Venue to the CMS Site Controller; and
- c) "Loss" includes any loss, damage, claim, action, liability, cost (including legal costs), expense, charge, penalty, outgoing or payment.

Signed for Maxgaming NSW Pty Ltd by its authorised representative:

[Sign]

[Print name and position]

Signed for the Venue by its authorised representative:

[Sign]

[Print name and position]