



Terms of Use – Sensors

(1) General

In these Terms of Use:

- a) Sensor Services means the provision of the online Subscription Service known as Sensor Services.
- b) Sensor Hardware means the hardware products that are required in order for you to receive the Sensor Services, as described in section 4 of these Terms of Use; and
- c) Sensor Products means the Sensor Services and Sensor Hardware.

(2) Sensor Services

- a) Mitti will make the Sensor Services available to you on a Device owned or controlled by you or your End Users during the Subscription Term.
- b) If you elect to purchase Sensor Hardware from Mitti, the supply by Mitti of such Sensor Hardware does not form part of the “Services” for the purposes of the Agreement, including without limitation, for the purpose of any warranties or indemnities provided by Mitti in relation to the Services in the General Terms.

(3) Trial Services

Mitti may offer to supply certain Sensor Products to you with or without charge, along with access to pre-release and beta products (Trial Services). If Mitti provides you with free Trial Services, such Trial Services will constitute No-Charge Services in accordance with section (4) of the General Terms, and any use of the Trial Services after the period specified by Mitti (Trial Period) will be subject to Mitti’s standard Fees for the relevant Trial Services. If Mitti charges you for Trial Services, the Fees will be set out in the applicable Order.

(4) Sensor Hardware

In order to use the Sensor Services, you must purchase and install Sensor Hardware and, at your option, a gateway which communicates with the sensor equipment and the Subscription Services.

(5) Sensor Hardware supplied by Mitti

You may elect to purchase Sensor Hardware from Mitti by entering an Order for the supply of the relevant Sensor Hardware. If you place an Order for the supply of Sensor Hardware, the terms of this section 5 will apply to such Order.

- a) Fees. Unless otherwise set out in your Order, Fees for Sensor Hardware will be payable in advance upon placing your Order.
- b) Shipping Fees. In addition to the Fees payable for the relevant Sensor Hardware upon placing the Order, you must pay to Mitti shipping charges based on the cost incurred by Mitti to send the Sensor Hardware to your nominated locations. For the avoidance of doubt, this may include the cost of shipping from the manufacturer to Mitti.
- c) Title and Risk. Title in the Sensor Hardware will not pass to you until Mitti has received full payment for the Sensor Hardware. If Mitti does not receive full payment for the Sensor Hardware, title to the Sensor Hardware will not pass to you. Risk in the Sensor Hardware will pass to you upon Mitti delivering the Sensor Hardware to your nominated location or your shipping agent. Once risk in the Sensor Hardware passes, you are solely responsible for the Sensor Hardware.
- d) Review and Acceptance
 - (i) Within 5 business days of the Sensor Hardware being delivered by Mitti to your nominated location or your shipping agent, you may conduct inspections and testing on the Sensor Hardware in order to determine whether it functions in accordance with applicable specifications that Mitti (or the relevant manufacturer) provide (Specifications), and you must either:

- (1) notify Mitti that the Sensor Hardware is functioning in accordance with the Specifications and that you accept the Sensor Hardware; or
 - (2) notify Mitti that the Sensor Hardware is not functioning in accordance with the Specifications.
 - (ii) If you fail to notify Mitti in accordance with section 5(d)(i) of these Terms of Use within 5 business days of the Sensor Hardware being delivered by Mitti to your nominated location or your shipping agent, or you use the Sensor Hardware in a non-test, live or production environment prior to such notice being provided, you will be deemed to have accepted the Sensor Hardware.
 - (iii) If you provide notice to Mitti in accordance with section 5(d)(i)(2) of these Terms of Use, and Mitti is satisfied that the Sensor Hardware does not meet the Specifications, then Mitti will organise replacement Sensor Hardware, provided that the failure of the Sensor Hardware has not been caused, in whole or in part, by your:
 - (1) incorrect installation of the Sensor Hardware;
 - (2) misuse of the Sensor Hardware contrary to the Specifications;
 - (3) use of the Hardware by a person not trained to use the Sensor Hardware; and/or
 - (4) deliberate tampering with, or damage to the Sensor Hardware.
 - (iv) Mitti reserves the right to charge you additional Fees in the event that any returned Sensor Hardware is determined by Mitti or the manufacturer to be functioning in accordance with its Specifications, which may include reasonable administrative and shipping Fees.
- e) **Warranty**
- (i) We will take all reasonable steps to facilitate a warranty claim for the Sensor Hardware and will use commercially reasonable efforts to pass through any warranties provided by the manufacturer of any Sensor Hardware supplied by Mitti to you. You acknowledge and agree that Mitti is not the manufacturer of the Sensor Hardware and Mitti is not liable for the manufacturer's warranty. In the event that you wish to make a warranty claim against the manufacturer, Mitti will provide commercially reasonable endeavours to assist you in making such claim.
 - (ii) If you pay for the Sensor Hardware up front, and we have received full payment for the Sensor Hardware, you will be eligible for a warranty for the period that is one (1) year after you have received the Sensor Hardware.
 - (iii) If you pay for the Sensor Hardware on an instalment basis, you will be eligible for a warranty for the Sensor Hardware for the Subscription Term as per the Order.
 - (iv) If you reside in Australia and are a "consumer" for the purposes of the Australian Consumer Law, then the provisions in section (15)(b) of the General Terms will apply.

(6) Installation of Hardware

- a) You must comply with the Specifications and any installation instructions Mitti provides to you when you install the Sensor Hardware. Mitti is not liable for any loss or damage caused to you or Sensor Hardware arising from your failure to install the Sensor Hardware in accordance with the Specifications or such installation instructions.
- b) You are responsible for:
 - (i) ensuring that your systems and facilities are compatible with the Sensor Hardware and meet any minimum requirements specified in the Specifications;
 - (ii) making any changes to your systems required in order to install the Sensor Hardware;
 - (iii) any calibration of the Sensor Hardware required to integrate the Sensor Hardware with your systems and for any ongoing use of the Sensor Services; and
 - (iv) ensuring that the Sensor Hardware is adequately powered or charged at all times. Mitti may provide notification through the Sensor Services that available battery life on the Sensor Hardware is running low, however you are

responsible for carrying out your own checks to ensure that the Sensor Hardware is properly powered or charged.

- c) In the event the Sensor Hardware is required to be installed by a specialist third party (the Installation Service Provider), Mitti may arrange this installation on your behalf as set out in an Order. The parties will agree appropriate times and dates for such installation services to be performed by the Installation Service Provider (the Agreed Installation Date). It is your responsibility to ensure that all information and access to resources and assets requested by Mitti or the Installation Service Provider is provided efficiently and promptly prior to or on the Agreed Installation Date and that failure to provide such information or access may result in delays. Mitti shall be under no liability for any delay caused by your failure to provide such information or access, and you will bear the cost of such delays (including any costs charged by the Installation Service Provider).

(7) Data and Privacy

- a) Any information, insights, statistics, measurements or reports (Sensor Data) produced or generated by the Sensor Products will be owned by you.
- b) You grant to Mitti a limited licence to copy, transmit, store, analyse and back up or otherwise access the Sensor Data, during the Subscription Term or Trial Period (as applicable) for the Sensor Services solely for Mitti to:
 - (i) analyse and diagnose problems with your equipment, systems or procedures;
 - (ii) create reports based on analysis conducted by or on the Sensor Products; and
 - (iii) provide you with the Sensor Products.

(8) Sensor Products Disclaimer

You acknowledge and agree that:

- a) you are solely responsible for your use of the Sensor Products;
- b) the Sensor Products are not designed to be a replacement for any emergency warning or evacuation warning system. You must have your own policies and procedures in place to deal with any emergency situation or evacuation situation. The Sensor Products should be used as a backup emergency warning system only;
- c) except as expressly stated in the Agreement and to the extent permitted by applicable law, Mitti does not make any representation or warranty (express or implied) in respect of the Sensor Products, including, without limitation, any implied warranty of merchantability, of fitness for a particular purpose, arising from a course of performance, course of dealing, or usage of trade or against hidden defects, and provides Sensor Products to you on an “as is”, “with all faults” and “as available” basis and without any further warranties of any kind. Mitti makes no warranty that operation of the Sensor Products will be uninterrupted or error free or that all defects will be corrected; and
- d) to the maximum extent permitted by law, Mitti excludes all liability for:
 - (i) a loss of stock, assets or any other material monitored by the Sensor Products; and
 - (ii) any defect, error, lack of functionality, or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit), inaccessibility of, interruption or outage with respect to the Sensor Products.