Terms of Use – Manufacturing

(1) General

In these Terms of Use:

a) Add-On has the meaning given to that term in section 2(e).

b) Bundle has the meaning given to that term in section 2(d).

c) Site means a distinct physical location or project configured by your End Users in the Subscription Services.

Sites must reflect your genuine operational locations and must not be configured, combined or reconfigured for the purpose of reducing the number or changing size of Manufacturing licenses you hold or increasing the number of AI Credits available to you. We may review your Site configuration and, if we reasonably determine that your Sites have been configured other than in accordance with these Terms of Use, require you to reconfigure them and calculate the number of Manufacturing licenses you hold based on the correct configuration.

(2) Manufacturing

a) A Manufacturing license includes the features described at https://mitti.com/manufacturing (**Manufacturing license**).

b) You can purchase a Manufacturing license either: (i) as a Bundle; or (ii) as an Add-On to your existing subscription. You must be an existing Enterprise plan customer to purchase the Add-On. If your Enterprise plan subscription expires or is otherwise terminated, your Manufacturing license/s will expire or terminate (as applicable) on the same date.

c) If you purchase a Bundle, we will issue you with a new Order that sets out the pricing structure applicable to your subscription for the remainder of your existing Subscription Term. The new Order replaces any then-current Order for the Subscription Services specified in the new Order. If you purchase an Add-On, your existing subscription does not change.

d) The Bundle includes:

   a. the Subscription Services relevant to your plan as specified in your Order (Premium or Enterprise), the features of which are described at https://mitti.com/pricing;

   b. access to the Subscription Services for up to 25,000 End Users per Manufacturing license, provided that such End Users work, or are primarily responsible for operations, at the Site at which the Manufacturing license has been enabled; and

   c. the Manufacturing license.

e) The Add-On includes the Manufacturing license in addition to your existing subscription.

f) Each Manufacturing license includes 20,000 AI Credits per calendar month.

g) Notwithstanding any other usage limit or restriction applicable to your or your End Users' use of AI Credits, the value of the AI Credits consumed by your End Users in the relevant period must not exceed 25% of the total Fees payable by you in respect of your Manufacturing licenses for that period. The value of AI Credits consumed is determined by multiplying the aggregate number of all AI Credits consumed by all of your End Users by the then-current rates for AI Credits (in the currency in which you are billed).

h) We will determine the size of the Site and the applicable level of your Manufacturing license in consultation with you, and the level will be specified in your Order. You must notify us within thirty (30) days if the size of any of your Sites at which you have enabled a Manufacturing license has changed. If we determine (acting reasonably) that the size of your Site has changed, we will contact you to discuss moving your Manufacturing

license to the next applicable size. You agree to meet with us to discuss your Manufacturing license within seven (7) days of us contacting you.

i) Your purchase of a Manufacturing license is an allocation of pooled licenses as specified in your Order for shared use across your Sites. You can only enable a Manufacturing license at one Site at a time.