This Agreement was last updated on 31 August 2021.

IOT PLATFORM OPERATOR AGREEMENT (IPOA)

This is a IoT Platform Agreement ("**Agreement**") between the IoT Platform provider, URBAN.IO PTY LTD ABN 32 624 095 024 ("**Urban.io**") and the organisation outlined in Schedule 1 ("**Operator**") who uses the IoT Platform to connect to, collect data from and control, devices and other systems, and permits Authorised Users to access that data.

The Agreement defines the rights and responsibilities of each of the Operator and Urban.io with respect to the hosting, access, use and support of the IoT Platform.

It is agreed as follows.

1. GENERAL

In this Agreement unless the context otherwise requires:

(a) **"Authorised User"** has the meaning provided in clause 3.1(b).

(b) **"Customer"** means an organisation or individual who has buildings, assets or Systems that it wishes to be monitored or controlled via the use of IoT Devices.

(c) **"Customer Admin User"** means a person within the Customer's organisation that the Operator has authorised to:

(i) grant Customer End User access to the IoT Platform; and

(ii) use the data reporting features of the IoT Platform within the limitations of the IoT Devices and IoT Data that are made available by Urban.io under this Agreement.

(d) **"Customer End User"** means a person within the Customer's organisation that either an Operator End User or Customer Admin User authorised to use the data reporting features of the IoT Platform within the limitations of the IoT Devices and IoT Data that are made available by Urban.io under this Agreement.

(e) **"Improvement"** means an incremental enhancement that Urban.io makes to its hardware or software technology.

(f) **"IoT Configuration Message"** means an electronic message sent to an IoT Gateway or IoT Device by an Authorised User using the IoT Platform, to change the operational settings and the resultant behaviour of an IoT Gateway or IoT Device.

(g) **"IoT Control Message"** means an electronic message sent to an IoT Device by an Authorised User of the IoT Platform to request an IoT Device to change the state of a System.

(h) **"IoT Data"** has the meaning provided in clause 3.3(a).

(i) **"IoT Device"** means an electronic device supplied by Urban.io that has either sensing and/or controlling capabilities and is programmed with encrypted security credentials to connect to an IoT Gateway.

(j) **"IoT Gateway"** means an electronic device supplied by Urban.io that is programmed with encrypted security credentials to connect to the IoT Platform and to securely route messages between the IoT Platform and IoT Devices.

(k)   "**Operator End User**" means an employee, subcontractor, supplier or other Related Entity and their employees, subcontractors or suppliers of the Operator (excluding Customers) that the Operator has authorised to access and use the administration features of the IoT Platform on the Operator's behalf.

(l)   "**IoT Platform**" means the functionality made available by Urban.io from time to time at https://app.urban.io.

(m)   "**IoT Platform API**" means the secure application programming interface provided through the IoT Platform that allows Operator functional transactional requests to be made using software applications rather than manually by an Authorised User.

(n)   "**Personal Data**" means any information relating to an identified or identifiable natural, currently living person.

(o)   "**Platform Authentication Data**" means specific data used to enable an individual identifiable, currently living person to securely access the IoT Platform.

(p)   "**Related Entity**" means a "related body corporate" as defined in section 50 of the *Corporations Act 2001*.

(q)   "**Reseller**" means the reseller or distributor that has been authorised in writing by Urban.io to grant the Operator the right (in exchange for payment by the Operator to the Reseller of an agreed fee) to enter into this IPOA with Urban.io.

(r)   "**Subscription Period**" means the length of time that the Operator has agreed to contractually pay for the right to use the IoT Platform and access the IoT Data generated from any IoT Device connected with their account.

(s)   "**Support Services**" means the services specified in Schedule 2.

(t)   "**System**" means a third party electronic device or machine or software application that is connected to:

    (i)   an IoT Device physically, wirelessly, optically or electronically; or

    (ii)   the IoT Platform electronically via the IoT Platform API.

(u)   "**Usage Fees**" has the meaning provided in clause 4.1.

2.   TERM

This Agreement commences on the date the Operator accepts this Agreement either electronically (where the terms are accepted online) or via paper signature (where the terms are accepted in writing), and will continue for the duration of the Subscription Period while the Operator continues to pay the Fees (as defined below), unless terminated earlier in accordance with clause 7.

3.   THE PLATFORM

3.1   Access and use by the Operator

Provided the Operator pays the required Fees as and when they fall due and otherwise complies with its obligations under this Agreement, Urban.io grants the Operator a non-exclusive, non-transferable licence, during the term of this Agreement to:

(a)   access the IoT Platform and use the functionality available within the IoT Platform; and

(b)   permit (authorise) an Operator End User, Customer Admin User or Customer End User (each an "**Authorised User**") to access and use the functionality available within IoT Platform.

The IoT Platform (and software and information made available through the IoT Platform) will only be made available as a hosted service.

3.2   Authorised Users

(a)   The Operator may permit an Authorised User to access and use the IoT Platform subject to the IoT Platform Terms of Services ("**TOS**"), which must be accepted electronically by the Authorised User upon registration of their secure login on the IoT Platform.

(b)   The Operator acknowledges that Urban.io has no control over how the Operator or any Authorised User use the IoT Platform (or the consequences that directly or indirectly arises from such use), including but not limited to the following:

(i)   any IoT Configuration Messages that are sent to IoT Devices;

(ii)   any IoT Control Messages that are sent to IoT Devices or Systems connected to IoT Devices;

(iii)   use of the IoT Platform API to generate transactional messages that trigger events. in third party systems; or

(iv)   use of IoT Data beyond the secure boundaries of the IoT Platform, e.g. download of data into files or via IoT Platform API.

Accordingly (with the exception of liability that cannot lawfully be excluded), Urban.io is not liable for any loss or damage arising from the events and circumstances described in this clause 3.2(b).

(c)   The Operator:

(i)   must ensure that each Authorised User complies with the terms and conditions of the TOS; and

(ii)   hereby irrevocably indemnifies Urban.io against any losses, liabilities, damages or penalties (inclusive of reasonable legal fees) suffered or incurred by Urban.io as a result of any:

(1)   breach of the TOS by an Authorised User; or

(2)   claim against Urban.io by an Authorised User relating in any way to this Agreement, the TOS, the IoT Platform, the transactions made using the IoT Platform, or the use of IoT Data outside of the IoT Platform contrary to clause 9 Appropriate Use Of IoT Technology

(d)   The Operator must promptly notify Urban.io of any breach of the TOS by an Authorised User that the Operator becomes aware of, and do all that is reasonably necessary (at the Operator's cost) to halt any such breach. You must also provide Urban.io with reasonable assistance where Urban.io elects (in its discretion) to take legal action against an Authorised User or other third party to protect or enforce our rights under this Agreement or the TOS.

(e)   Urban.io represents and warrants that the IoT Platform, or use of the IoT Platform by Operator (or its personnel), does not infringe the intellectual property rights of third parties.

3.3 IoT Data

(a) The IoT Platform provides features that allow the Operator and Authorised Users to collect data from IoT Devices and from Systems via the IoT Platform API ("**IoT Data**"), and for such data to be stored in the IoT Platform.

(b) Urban.io acknowledges that it has no rights over any bespoke mechanism that the Operator may develop to connect with and extract data from the IoT Platform API, however should Urban.io expand the scope or capability of its IoT Devices, IoT Gateways, IoT Platform or its IoT Platform APIs to enable such data to be accessed ("Improvement"), all rights for these improvements (including all intellectual property rights) shall upon creation become and remain the property of Urban.io.

(c) The Operator grants Urban.io a worldwide, irrevocable, non-transferable right to access the Operators IoT data for the duration of this Agreement for the sole purpose of providing support services to the Operator. Upon the termination or expiry of this Agreement Urban.io shall access the IoT Data only in the manner outlined in clause 3.3(h)

(d) The Operator who provides the IoT data remains at all times the owner of that data and any derivatives, adaptations or modifications of that data (including any intellectual property rights subsisting therein), and nothing in this Agreement affects the Operator's ownership of such data.To the extent that Urban.io develops or creates any derivatives, adaptations or modifications of the IoT data, it hereby assigns all rights, title and interest in to and to such data (including the intellectual property rights subsisting therein) to Operator immediately upon creation, and Urban.io agrees to do all things necessary (including execution of necessary documents) to perfect Operator's ownership of such data.

(e) Urban.io will use best commercial efforts to retain IoT Data on the IoT Platform for the term of this Agreement. Urban.io will do so by storing IoT Data in an Active / Active fully redundant virtualised datacenter infrastructure operating across multiple geographically separated locations. Urban.io will provide sufficient backup storage and failover infrastructure to achieve a minimum T+30 minute Recovery Point Objective (RPO) and a T+24 hour Recovery Time Objective (RTO) should in the unlikely event of complete destruction of multiple physical data centers in a single region.

(f) Urban.io will provide the Operator and their Authorised Users with access tools (via the functionality of the IoT Platform) to download specific sets of IoT Data at any time during the term of this Agreement at no additional cost other than the fees specified in Schedule 1.

(g) Urban.io will provide the Operator and certain Authorised Users with access tools (via the functionality of the IoT Platform API) to transfer at any time all IoT Data to another cloud storage facility at no additional cost other than the fees specified in Schedule 1.

(h) As long as all outstanding due fees are paid, upon termination or expiry of this Agreement:

　(i) Urban.io will transfer all IoT Data to Operator's cloud storage facility for the standard Platform API Fees specified in Schedule 1; and

　(ii) Once the transfer has been effected, Urban.io will delete the IoT Data (unless instructed otherwise by Operator).

(i)   Urban.io will store the IoT Data collected by the IoT Platform in a single geographical region specified in SCHEDULE 1. Urban.io will not disclose the IoT Data to any government or third party or move the IoT Data from the region specified; except in each case as necessary to comply with the law or a binding order of a governmental body or court of law. The Urban.io Privacy Policy does not apply to IoT Data because the IoT Data does not include Personal Data.

(j)   As between Urban.io and the Operator, the IoT Data will be the property of the Operator. The Operator is free to assign such ownership rights to a third party (such as the applicable Customer), provided the Operator provides to Urban.io (within 14 days of such assignment taking effect) written notice of the assignment. Such notice must include the identity and contact details of the assignee, and specify the IoT Data that has been assigned.

(k)   Processing, aggregation, manipulation and/or modification of IoT Data otherwise than for compliance with Urban.io's obligations under this Agreement is not permitted. However, Urban.io is permitted to use the IoT Data to make incidental improvements to the IoT Platform in its ordinary course of business.

(l)   In order to enable secure authentication of an Authorised End User, Urban.io in the role of a Data Processor will store Platform Authentication Data in a secure encrypted format. The Operator acknowledges that each of their Authorised End Users has willingly provided this information by the act of online registration and accepting the Urban.io Terms of Service (TOS) to facilitate secure authentication and that as per the TOS Urban.io shall only use that Platform Authentication Data for the purposes outlined in the Urban.io Data Privacy Policy found at https://www.urban.io/privacy-policy/.

3.4   **IoT Platform Support Services**

(a)   Urban.io will provide the Support Services to the Operator and Operator End Users as outlined in Schedule 2.

(b)   Where an Urban.io IoT Device or IoT Gateway is used to collect IoT Data or send an IoT Control or Configuration Message then Urban.io will support that IoT Device or IoT Gateway to the extent detailed in Schedule 2.

(c)   The Operator acknowledges and agrees that Urban.io is not required to provide any Support Services (or any other services) to a Customer, Customer Admin User, Customer End User or any other third party.

(d)   The Operator acknowledges and agrees that data collected from, or messages sent to IoT Devices via an IoT Gateway may not be complete or up to date, or may be delayed, damaged or lost due to matters beyond the control of Urban.io (such as the failure of computer hardware, electricity supply or telecommunication networks). If such data is temporarily unavailable for any reason, Urban.io will use all reasonable efforts to later recover any historical stored data in the IoT Device once IoT Gateway connectivity is restored. Urban.io has no liability in respect of any damage to or loss of data.

3.5   **Intellectual Property in the IoT Platform, API, Devices and Gateways**

(a)   Urban.io retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests relating to the IoT Platform, IoT API, IoT Devices and IoT Gateways and any modifications or derivatives thereof. The Operator's sole rights to the IoT Platform are set out at clause 3.1.

(b)   The Operator agrees to comply with the licence terms applicable to the open source components which are embedded in the IoT Platform.

4.   FEES AND PAYMENT TERMS

4.1   Fees

(a)   The one-off and recurring fees for the use of the IoT Platform and the IoT Devices and Gateways ("**Usage Fees**") are determined by the Reseller, and are payable by the Operator to the Reseller when due.

4.2   Overdue amounts

(a)   Subject to any disputed amounts, should the Operator fail to pay the Usage Fees to the Reseller within thirty (30) days of the due date, then the Reseller may instruct Urban.io to suspend the Operator's and the Customer's (and Authorised Users') rights under this Agreement, until such time as all overdue Usage Fees are paid in full. The Operator agrees that Urban.io may act in accordance with such instruction by the Reseller, without any liability to the Operator or Customer for doing so unless the Reseller is a Related Entity of Urban.io.

(b)   Subject to any disputed amounts, in the event that the Operator is also the authorised Reseller and collectively the Reseller/Operator fails to pay the Usage Fees within thirty (30) days of the due date, then the Distributor may instruct Urban.io to suspend the Reseller's Operator Rights under this agreement and their Customer's (and Authorised Users') rights under this Agreement, until such time as all overdue Usage Fees are paid in full. The Reseller agrees that Urban.io may act in accordance with such instruction by the Distributor, without any liability to the Reseller/Operator or Customer for doing so unless the Distributor is a Related Entity of Urban.io.

4.3   Changes to pricing

(a)   Unless a specific period for the validity of Prices has been agreed in writing between the Parties in a Transaction Document, Urban.io may change Prices, including TeleAssist rates, for Products and Services under this Agreement by providing Customer at least one (1) month prior written notice, e.g., to reflect a price increase in raw materials or in Product components. However, no such change shall be retroactive. Any such change shall be effective on the date specified in the notice. It shall only apply to new orders, on-going transactions of indefinite duration, and transactions with a defined recurring period. For transactions with a defined recurring period, Customer may request in writing that Urban.io delay the effective date of the change to after the end of the current recurring period.

(b)   Unless otherwise agreed, Customer acknowledges its agreement to have all such changes apply for such transactions: (i) by placing new orders for Products or Services after the effective date of the change; (ii) in the absence of a request that the effective date of the change be delayed until the end of the recurring period; (iii) by allowing transactions to recur or proceed after receipt of the change notice; or (iv) in the absence of notice of termination of transactions of indefinite duration prior to the effective date of the change. Except as provided above, in order for a change to be valid, it must be signed by both Parties.

(c)   The previous paragraph notwithstanding, if the cost on the international market of any Product component rises so significantly that it would not be commercially viable for Urban.io to be obliged to continue to allow Customer to buy the affected Products at the previously agreed Prices or discounts, Customer accepts that: (i) upon having appropriately demonstrated such worldwide component cost increase, Urban.io may raise the Price of (or lower the discounts for) its affected Products proportionally in order to compensate for such cost increase; or (ii) if Customer refuses such price increase or discount reduction, Urban.io may temporarily refuse to accept Customer's orders for the

affected Products until the overall cost of components has returned to levels in line with those which applied when this Agreement was first signed.

5.   PLATFORM AVAILABILITY

5.1   Modifications to the IoT Platform

The Operator agrees to Urban.io modifying the IoT Platform and the IoT Platform API (including its functionality, data formats and other matters) and the Support Services from time to time, so long as any such modifications do not substantially impact upon the Operator's ability to continue to use the IoT Platform in the manner contemplated by this Agreement.

5.2   IoT Platform suspension

(a)   Urban.io may suspend access to and use of the whole or any part of the IoT Platform, where it has a reasonable basis to believe that:

    (i)   there is a detected or suspected denial of service attack or other attack on the IoT Platform (or other event that we determine, in Urban.io's reasonable judgment, may create a risk to the IoT Platform, or to the Operator, an Authorised User or other third party, if the IoT Platform was not suspended);

    (ii)   the Operator is in breach of this Agreement;

    (iii)   an Authorised User is in breach of the TOS (in which case suspension will be limited to that Authorised User only);

    (iv)   access to or use of the IoT Platform is prohibited by law in a relevant jurisdiction; or

    (v)   Urban.io otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons,

(collectively, "**IoT Platform Suspension**").

(b)   Urban.io will use reasonable efforts to ensure that the period of suspension is limited to the extent that is required to specifically address such issue or non-compliance and only for such period as the issue or non-compliance and/or its consequences persist.

(c)   For the avoidance of doubt, nothing in this clause 5.2 will limit the rights of Urban.io under clause 4.2.

5.3   Except as expressly stated in this clause 5 and the Uptime Guarantee in Schedule 2, Urban.io provides the IoT Platform and IoT Devices and IoT Gateways on an "as is" and "as available" basis. In particular, Urban.io disclaims all other implied warranties and representations with respect to this Agreement and its subject matter, including without limitation, any implied warranty that the IoT Platform or IoT Device is error-free or that the IoT Platform or the network formed by IoT Gateways will be continuously available, or any implied warranties of merchantability and/or fitness for a particular purpose, in each case to the extent such disclaimer is permitted by applicable law. Urban.io's liability in relation to any implied warranty or condition implied into this Agreement by law which cannot be excluded, is limited to one or more of the following at Urban.io's option: (i) in the case of goods, the replacement or repair of the goods or payment of the cost of having the goods replaced; or (ii) in the case of services, the supply of the services again or payment of the cost of having the services supplied again.

6. DATA SECURITY

6.1 Direction of data flow

Urban.io will not enable a physical endpoint device to connect to the Urban.io platform that is able to directly control the function of a physical field system unless expressly agreed between the parties via a formally signed addendum to this Agreement.

6.2 Cybersecurity Obligations

As part of its commitment to best practices in Cybersecurity for IoT data, Urban.io commits to:

(a)   maintain ISO 27001:2013 certification

(b)   use a qualified third party to undertake penetration tests in relation to the threat and vulnerability management controls on an annual basis

(c)   maintain a comprehensive data security program in written form, which at a high level adopts the following principles:

    (i)   that Urban.io will not make any changes to its technology, platform, processes or personnel that materially weaken security;

    (ii)   that Urban.io will advise the Operator of the loss/destruction/unauthorised disclosure of Operator data, within a commercially reasonable timeframe;

    (iii)   that Urban.io will notify the Operator of security breaches (actual or potential), within a commercially reasonable timeframe; and

    (iv)   that Urban.io will remediate any adverse security findings within a commercially reasonable time frame;

(d)   provide documentation relating to its certification, security program and penetration testing at the Operators request; and

(e)   permit the Operator to audit the security program at the Operators request, with all costs of doing so borne by the Operator

7. TERMINATION

(a)   The Operator may terminate this Agreement for any reason by providing Urban.io with written notice of termination, provided the Operator has complied with its obligations under clause 7(c) below.

(b)   Urban.io may terminate this Agreement immediately on notice to the Operator where: (i) the Operator is in breach of this Agreement and fails to remedy that breach within 30 days after receiving written notice from Urban.io or its Reseller; or (ii) the Operator is, or is likely to become, insolvent; or (iii) the Reseller has informed Urban.io that the Operator has failed to pay the Fees to the Reseller within ninety (90) days of the due date of the relevant invoice.

(c)   On expiry or termination of this Agreement the Operator must:

    (i)   subject to any disputed amounts, within 30 days pay to the Reseller all amounts owed by the Operator to the Reseller in respect of the subject matter of this Agreement up to and including the date of termination or expiry; and

(ii)   upon Urban.io's request, acknowledge in writing that its rights (and those of its Authorised Users) to access and use the IoT Platform will cease.

(d)   Termination or expiry of this Agreement will not affect any accrued rights or remedies either party may have.

(e)   Clauses 1, 3.3(c)(ii), 3.3(d), 4, 5.3, 7(c), 8 and 9 (and any other provision of this Agreement which by its nature is intended to survive termination or expiry) continue in full force and effect, notwithstanding such termination or expiry.

8.   INDEMNITY AND LIMITATION OF LIABILITY

8.1   Acknowledgement

The Operator acknowledges that it is solely responsible for:

(a)   ensuring that the IoT Platform and the requested Support Services: (a) are suitable and adequate for it and for the requirements of the Authorised Users;

(b)   complying with all laws and regulations applicable to the Operator and its Authorised Users business, including the installation, use and maintenance of the IoT Devices and the IoT Gateways; and

(c)   ensuring compliance with the appropriate use of the IoT Platform as detailed in clause 9 and adherence to the appropriate use of the devices as per the fair use policy in Schedule 2 and as referenced in clause 10 in relation to warranties.

8.2   Indemnity

Urban.io indemnifies the Operator and its End Users against:

(a)   any reasonable legal costs, and expenses, and fees incurred due to an actual or alleged breach of a third party's intellectual property rights arising in connection with a Claim Urban.io's performance under this Agreement; and

(b)   subject to clause 8.3, any damages awarded by a court of competent jurisdiction to a third-party claimant against the Operator (including damages awarded on appeal) relating to a breach of that third party's intellectual property rights as a result of Urban.io's performance under or in connection with this Agreement (**"Claim"**).

8.3   Liability for Damages Awarded under Clause 8.2

Urban.io's liability under clause Clause 8.2(b) is conditioned upon the Operator (including all End Users), providing prompt notice of any claim, making all reasonable steps to mitigate any losses or damages from a claim and providing assistance reasonably requested by Urban.io (at the expense of Urban.io) in connection with Urban.io's defence or settlement of the Claim. There must be no admission made by the Operator and its End Users which would prejudice Urban.io's defence or settlement of the Claim.

8.4   Limitation of liability

Except for liability arising under or in relation to clauses 3.2(c), 3.2(e), 3.3, 9.3, 10 and 11(h) of this Agreement:

(a)   each party shall not be liable for any indirect or consequential loss, lost data or lost profits, or costs of procuring substitute goods, software or services, however arising, even if it has been advised of the possibility of such damages; and

1. the liability of each party for damages in relation to this Agreement whether in contract, tort (including without limitation negligence), statute or otherwise, for all claims in the aggregate shall be limited to the Usage Fees actually paid by the Operator to the Reseller in respect of the subject matter of this Agreement in the three (3) months immediately preceding the act or omission most closely linked with the most recent claim

2. or if such amount cannot be readily ascertained, the liability limit shall be US$25,000.

9.   APPROPRIATE USE OF IOT TECHNOLOGY

9.1   Nature of technology

The Operator acknowledges that the IoT Platform and the IoT Devices that collect and transmit data to the IOT Platform rely on wireless networks to function as specified. Due to the fluid/flexible nature of wireless networks and/or changing conditions at remote environments which can interfere with wireless networks, the Operator acknowledges the solution can be rendered temporarily non-functional by factors outside the reasonable control of Urban.io and the Operator.

9.2   Own risk activities

The Operator acknowledges that the IoT Platform, IoT Devices or IoT Gateways should be used for the following activities at its own risk:

- remote monitoring of any asset, system or space where a delay or gap in the reporting of measured data could lead to the Operator or an Authorised End User incurring a financial cost or financial penalty; or
- remote control of any asset, system or space where a delay or loss of a control message could lead to the Operator or an Authorised End User incurring a financial cost or financial penalty,

 Collectively "**Own Risk Activities**".

9.3   High risk activities

The Operator acknowledges that the IoT Platform, IoT Devices or IoT Gateways should NOT be used for the following activities in any circumstances:

- Monitoring or controlling hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, evacuation, fire safety or air-quality systems, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure or improper use of the IoT Platform or an IoT Device or IoT Gateway could lead to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**").

9.4   Disclaimer

 Accordingly, Urban.io specifically disclaims any express or implied warranty of fitness for Own Risk or High Risk Activities and will not be liable for any claims, loss and/or damage arising from the use of the IoT Platform, IoT Devices or IoT Gateways in such circumstances.

10.   WARRANTIES

10.1   Warranties for devices

Urban.io warrants that each device supplied under this Agreement, as a means to collect the data, is free from defects in materials and workmanship under normal use during the applicable warranty period (otherwise known as the subscription period). Unless Urban.io specifies otherwise, Urban.io's warranties for any device apply only in the country where it was acquired. Unless otherwise specified in a Transaction Document, the warranty period shall commence on the subscription commencement date. During the warranty period, Urban.io shall provide repair or replacement and exchange service for the device, without charge. If a defect in materials or workmanship is discovered during the warranty period and Urban.io is unable either: (i) to repair the device; or (ii) to replace it with one that is at least functionally equivalent, Customer may request for a pro-rated refund based on the contracted subscription period paid for with regards to that specific data stream. Urban.io may change components or parts of a device without notice, provided that the substituted components or parts provide equal or better performance. Any such change shall be at no additional cost to the Customer and will not change the Customer's rights under the warranty applicable to the device.

10.2   Warranty for services

Urban.io warrants that it will perform each Service using reasonable care and skill and according to its current description, including any completion criteria, contained in this Agreement (Schedule 2) or a relevant Attachment or Transaction Document. The Customer shall provide timely written notice to Urban.io of any failure to comply with this warranty not later than thirty (30) days after completion of the Service at issue, identifying the failure with reasonable particularity, in order that Urban.io may take corrective action as specified in the following sentence. Urban.io will either correct the failure or provide a credit of the charges paid to Urban.io for the defective portion of the Services. Such corrective action shall be Customer's sole remedy for a breach of this Clause 10.2 "Warranty for Services".

10.3   Specific exclusions

The warranties in this Clause 10 "Warranties" are made to and for the benefit solely of the specific buyer (whether Customer or the applicable Customer Affiliate) under this Agreement and are non-transferable. The warranties stated in this Clause 10 "Warranties" shall not apply to any device: (i) that: (a) has been subjected to misuse, accident, unauthorized modification, improper installation, damage or mishandling, or rendered inoperable due to willful or negligent acts or omissions; (b) has been operated in an unsuitable physical or operating environment or contrary to the applicable documentation published by Urban.io; (c) has been subjected to natural disasters, power surges or discharge, or unauthorized maintenance; or (d) that is sold for beta, evaluation, testing or demonstration purposes. Urban.io shall not be liable under this Clause 10 "Warranties" for claims arising from Customer's, its Affiliates' or their subcontractors', or any unauthorized Third Party's misuse, neglect, improper installation or testing, attempts to repair, or any other cause beyond the range of the intended use of the device. The device warranty will become void if a device component is installed as an add-on to or replacement for the original device, without Urban.'s prior written approval. Unless otherwise agreed or mandated by statute, such warranties shall not apply to: (1) any Third-Party device, including those that Urban.io may provide or integrate into an asset at Customer's request; or (2) any software license, whether provided with a device or installed subsequently. The warranties stated in this Clause 10 "Warranties" also: (e) do not include any technical support, such as assistance with "how-to" questions and those regarding device set-up and installation done by the Customer or Customer's subcontracted installer; and (f) shall be voided by the removal or alteration of identification labels on a device or its parts. In no event shall the warranties stated in this Clause 10 "Warranties" include any Urban.io responsibility for uninterrupted or error-free operation of any device.

10.4   General exclusions

To the fullest extent permitted by applicable law, the warranties set forth under this Clause 10 "Warranties" or conditions, express or implied, including without limitation, any implied warranties of merchantability or satisfactory quality, non-infringement or fitness for a particular purpose, which Urban.io expressly disclaims. Unless otherwise expressly specified, all software, services, support and third-party products are provided "As is" without warranties or conditions of any kind, and Urban.io makes no warranty that any product will operate on an uninterrupted or error-free basis. Third-party manufacturers, suppliers, developers, service providers, licensors or publishers may separately provide their own warranties to the Customer.

11.   GENERAL

(a)   (**Notices**) All notices hereunder shall be delivered to the other party identified in Schedule 1 either personally, via certified mail, or overnight courier. If delivered personally, notice shall be deemed effective when delivered; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

(b)   (**No Agency**) Nothing in this Agreement will deem the Operator, or any person engaged by the Operator, as being an employee, servant or agent of Urban.io   .

(c)   (**Export control**) The parties must comply with all laws and restrictions and regulations of any relevant government or regulatory body relating to the subject matter of this Agreement.

(d)   (**Governing law**) The governing law and venue for resolution of disputes is Victoria, Australia.

(e)   (**Entire agreement**) This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it. This Agreement may be amended only by a written document executed by a duly authorised representative of each of the parties.

(f)   (**Force majeure**) No party is liable for any failure or delay in performing its obligations under this Agreement to the extent due to anything beyond that party's reasonable control, including faults in, or the non-availability power and communications infrastructure necessary for the operation of the IoT Platform or any IoT Device or IoT Gateway. This clause does not apply to any obligation of you to pay the Fees.

(g)   (**Severance and waiver**) If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right under this Agreement shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

(h)   (**Confidentiality**) Parties agree that the IoT data (including any derivatives, modifications or adaptations of such data), and all other information (in any form) produced or generated by Urban.io as result of performance of its obligations under this Agreement (**"Confidential Information"**), is confidential and each party undertakes to not disclose such Confidential Information other than as required for each party to perform its obligations under this Agreement, or as required by law in Australia (subject the owner of the Confidential Information being notified in writing in advance of such disclosure). If required by the Operator, Urban.io shall enter into any other document to give effect to any other specifically required confidentiality requirements (e.g. if required by Operator Client).

*   *   *   *   *

Executed as an **agreement**

Signed for **Urban.io Pty Ltd**
by its authorised representative or
authorised Reseller:

Signed for the **Operator organisation set out
at Item 1 of Schedule 1** by its authorised
representative:

_____

Signature

_____

Signature

_____

Print Name

_____

Print Name

_____

in the presence of: Witness Signature

_____

in the presence of: Witness Signature

_____

Print Name

_____

Print Name

IPOA SCHEDULE 1 - COMMERCIAL TERMS

Operator	<mark><INSERT CLIENT></mark>
Reseller	Amazon Web Services
Fee Structure	As per AWS Marketplace Special Offer direct to Operator: **IIOT Device Subscription** Our Industrial IoT ("IIOT")Endpoint Subscription for AWS Marketplace is a true Device-as-a-Service Solution, place an order, fire and forget, everything is included in the contract fee. 1. **Sensor Hardware*** Includes the cost of Industrial Grade Device hardware and shipping of the hardware to your location 2. **Gateways*** Includes as many IoT Gateways as required to connect the endpoints at your location. 3. **Connectivity** Includes all telecommunications connectivity costs between the device, the gateway and the cloud 4. **Security** 128 Bit AES encryption data between sensor and secure cloud API endpoint, HTTPS Secure API access to route API data to third party cloud platforms 5. **Enterprise IoT Device Administration** Includes High Availability cloud infrastructure, unlimited IoT data storage in the region of your choice, unlimited end user administration licenses 6. **Warranties*** Includes an unlimited warranty, subject to clause 10 "Warranties", for the duration of the contract, every hardware device that fails will be replaced (5% Site Hot Swaps will be provided on request). 7. **Battery Replacement*** All batteries required during the life of the contract will be replaced (5% Site Hot Swaps will be provided on request). 8. **Shipping*** All shipping of physical devices, spares and replacements domestically in countries where Urban.io has a registered entity or in-country distribution network is included. International shipping to countries where Urban.io does not have a registered entity or distributor is the responsibility of the buyer. Buyer is required to be the Importer of Record (IOR). *Subject to the Fair Use Policy outlined in Schedule 2. **Optional Services** **IoT BI** For an additional fee, per device, IoT business intelligence dashboards and reports can be made available within your account. **IoT Digital Twin** For an additional fee, per device, IoT Digital Twin scanning and visualisation can be made available within your account.

Teleassist

All remote installation, pre-commissioning of sensors and other ad hoc services are provided on an as needed basis and are charged for on an Adhoc basis upon the Rate Card in your Marketplace Subscription Contract. Refer to Schedule 2 for terms of service.

AWS Marketplace - IIoT Device Subscriptions - Special Offers

IIoT Device Subscription contracts include three key types of rates.

1. Post-paid rate - charged per device, per month, based on the total number of devices configured into the platform at the end of that month
2. Pre-paid rate - discounted rates for bundles of devices based on a time or volume commitment
3. Adhoc rates - for optional ancillary charges such as for installation or maintenance services

The following rate plan provides a framework for the Private Offer contract fees we will charge.

<div style="border:1px solid black; text-align:center; padding:10px;">

INSERT TAILORED RATE CARD

</div>

The client (XXX) in agreement with Urban.io will nominate their preferred volume or time commitment level for a certain amount of devices and pre-pay that amount, this will derive the commensurate discounted rates for pre-paid devices and an agreed additional rate for post-paid devices (device usage over the pre-paid level).

Urban.io will then provide the client a "private offer" via the AWS marketplace for this agreed contractual commitment to Device Subscriptions.

- An initial pre-payment amount will be charged up front to the nominated AWS account in order to enter into the contract.
- Any device usage over the prepaid amount will be charged to the nominated AWS account on a monthly basis at the agreed post-paid (overage) rates.
- Any adhoc charges will be charged to the nominated AWS account on a monthly basis at the agreed rates, based on actual work order instructions from the client.

The parties may agree at any point in time during the contract period to increase the volume or time commitment, component of the contract.

At this time Urban.io will make a modification to the "private offer" via the AWS Marketplace which the client may accept, any additional pre-payment will be charged pro-rata to the nominated AWS account. Any changes to monthly overage or adhoc fees will come into effect from the next month after the change has been accepted.

The client can terminate the contract at any renewal period, simply by electing not to renew the contract.

The client cannot reduce the period of an annual or multi-year contract.

The parties understand that there will be no circumstance whereby Urban.io will demand the return of a physical device that has been shipped to the client under a Device Subscription order. However, you must dispose of the devices responsibly under your Corporate recycling policy, in compliance with waste of electrical and electronic equipment **WEEE** regulations or equivalent

	regulatory requirements or return the devices to Urban.io to manage the safe disposal of the hardware. It is the clients responsibility to evaluate their usage of Device Subscriptions and they elect to enter into pre-payments for discounted rates at their own discretion. In no circumstance will the client be eligible for a refund of any pre-paid amounts.
IoT Data Location	Australia Urban.io will not, without the prior written consent of the client, relocate the physical location of the Platform outside of this Region. Urban.io acknowledges that to do so would be a material breach of this IPOA.
Support Timezone	Australian Easter Standard Time (AEST)
Special Conditions	INSERT AS APPLICABLE

IPOA SCHEDULE 2 - SUPPORT SERVICES

1. **Support Service Levels**

   Level 1. Telephone Help Desk

   The Operator must supply to Authorised Users a Level 1 Telephone or Email Help Desk, which will respond queries during standard business working hours. The Help Desk will register issues and route issues that cannot be immediately resolved to Level 2 Urban.io IoT Platform Support.

   Level 2. IoT Platform Support

   Urban.io must supply to the Operator the following Support Services during the working hours outlined in SCHEDULE 1 ("**Support Timezone**").

2. **Online issue tracking**

   Urban.io will provide the Operator access to its online electronic issue tracking system for Support Service and an email address for level 1 Help Desk support to contact.

   Through this system the Operator can electronically generate support tickets.

   The provision of feedback and status reports on the status of any unresolved and resolved tickets will exclusively be via the Urban.io online support system.

3. **SLA Response to and Restoration of defects in the IoT Platform**

   Details below are in relation to defects in IoT Platform and not:

   - Uptime Guarantee, which is covered in clause 4 of this Schedule;
   - Issues in relation to loss of availability of your provided systems;
   - Issues in relation to incorrect Authorised User usage of the IoT Platform functionality;
   - Routine questions and queries that are unrelated to a specific issue with the platform;
   - IoT Device Failures which are outlined in clause 7 of this Schedule.

Priority	Measure	Service Level Agreement (SLA)
Urgent	Response Time	We must respond to you within 4 working hours of you notifying us of the defect via our online issue tracking system.
Urgent	Restoration	Restore the defect within a further 4 working hours of our Response Time to you. This may be achieved by: (a) fixing the root cause; or (b) a temporary work around.
High	Response Time	We must respond to you within 24 working hours of you notifying us of the Severity 2 defect via our online issue tracking system.
High	Restoration	Restore the defect within a further 5 Working Days of our Response to you via our online issue tracking system. This may be achieved by: (a) fixing the root cause of the defect; or (b) a temporary work around.

The Operator has the right (which it must exercise in good faith) to:

(a)   determine what priority a support ticket falls in; and

(b)   reclassify a ticket priority.

The Operator will ensure that it provides appropriately qualified and skilled staff for the Level 1 Help Desk to reasonably make and update these determinations.

Ticket Priority	Description
Urgent	Any one of the following items are true: • IoT Platform is unavailable • IoT Platform available to you, but one or more major functions not available.
High	Any one of the following items is true: • Loss of this functionality has minor impact on you. • A recurring or chronic minor defect.
Medium or Low	All other support requests that are not related to loss of platform availability, loss of functionality or a functional defect

4.   **Uptime Guarantee**

Urban.io guarantees a minimum **99.9% IoT Platform availability** to the Operator and its Authorised Users (a maximum of 1.75 hours possible downtime) during each calendar month. This guarantee excludes unavailability due to:

a.   IoT Platform Suspension;

b.   faults or outages in equipment, software or systems provided by the Operator (or provided by a third party on behalf of the Operator); or

c.   acts or omissions by the Operator, or that of an Authorised User or third party in breach of this Agreement or the TOS; or

d.   temporary unavailability of IoT Data from some or all of the IoT Devices managed by the Operator,

and the Operator acknowledges that Urban.io shall have no liability to the Operator and/or its Authorised Users or any other third party for any losses, liabilities or damages arising from any of these events.

5.   **Credits**

a.   The Operator shall be eligible to make a claim to its Reseller for a credit against the fees due to its Reseller in respect of the relevant calendar month;

   i.   of **5% for each failure** for Urban.io to meet a Level 2 Support Response or Restoration Time as outlined in clause 3 of this Schedule 2

   ii.   of **5% for each whole hour of IoT Platform unavailability** outside of the Uptime Guarantee as outlined in clause 4 of this Schedule 2

b.   The Operator shall not be entitled to a credit if:

   i.   during the relevant calendar month the Operator is in breach of this Agreement;

   ii.   the defect was caused by (or contributed to by):

      1.   misuse of the IoT Platform by the Operator or one of its Authorised Users; or

2. the acts or omissions of the Operator or an Authorised User in breach of this Agreement or the TOS.

c. To receive a credit, the Operator must:

i. contact Urban.io or its Agent in writing within thirty (30) days following the failure; and

ii. show by its written records that its use of the IoT Platform was adversely affected in some material way as a result of the defect; or

iii. show by its written records that it or its Authorised User(s) were unable to access the IoT Platform during the specific period of IoT Platform downtime that is being claimed for a credit.

d. Notwithstanding anything in this Schedule 2 to the contrary, the maximum total credit for the relevant month, shall not exceed 100% of the Fees for that month.

e. The Operator agrees that this shall be the sole and exclusive remedy in which to claim damages in relation to IoT Platform downtime or for failure to meet a Support Services SLA. Credits will not be carried forward to future billing periods.

6. IoT Platform Updates

Urban.io will update the IoT Platform and associated functionality in several forms and endeavour to perform these tasks at times that cause the least amount of impact to the extent reasonably practicable to do so:

a. **Emergency patch release:** performed on very short notice to rectify a critical issue in the IoT Platform. Urban.io will, where feasible, provide details of the changes and advise Operators via email of the changes implemented and any associated down time that occurred.

b. **IoT Platform release:** performed as part of Scheduled Maintenance or Feature Enhancements in a given month. Urban.io will provide details of the changes and advise as to when the changes will be implemented and any associated down time.

Updates shall not include any releases, enhancements, functionality or products which we license separately or charge for separately.

7. IoT Device Support

It is the Operator's sole responsibility to monitor and support the network of IoT devices that it or its Authorised Users connect to the Urban.io IoT Platform however;

All Urban.io IoT Devices are monitored for faults by automated means on a 24x7 basis. In the event of a significant fault in the IoT device being detected, Urban.io will undertake the following procedure:

a. Remotely diagnose any issues and;

i. if the fault is not rectified within 24 hours elapsed time, contact the nominated Operator representative for the local site, to request onsite environmental inspection to identify any physical issues or impediments to the Device or network equipment;

ii. if the nominated representative is unable to be contacted, or if environmental inspections are unable to rectify the fault, Urban.io may at its sole discretion elect to send a formal notice of Device failure to the nominated representative via email that the IoT Device(s) have ceased to provide data to the IoT Platform.

8. IoT Device Supply via AWS Marketplace

For Device Subscription solutions the Operator shall nominate specific locations within the Urban.io Device Administration Platform that shall be operating with automated device ordering and resupply **("IoT Subscription Location").** The Operator shall also nominate certain Authorised Users who are responsible for the IoT network at an IoT Subscription Location who will be provided the ability to Order a new IoT Device Subscription and also to replace a physical device that is attached to a subscription **(IoT Subscription Administrator).**

Urban.io will use reasonable commercial efforts to maintain stock levels of at least 100 devices of every type and 1000 wearables of every type **(Reasonable Stock Availability)** at all times within the geographical region of the Operator. Should the Operator wish to place an IoT Device Subscription order larger than 100 units of any device type or 1000 wearables of any type, the Operator

acknowledges that they must provide Urban.io and the Reseller forward notice of this order **(Large Stock Order).** Urban.io shall use all reasonable efforts to supply a Large Stock Order, however manufacturing stock can require a maximum of 12 weeks lead time to supply.

In the event that an IoT Subscription Administrator procures a new IoT Device Subscription via the AWS Marketplace subject to Reasonable Stock Availability Urban.io commits to ship the commensurate number of physical devices required to provision the Device Subscription to an IoT Subscription Location within 5 working days of that order.

In addition and upon request, Urban.io will ship an additional 5% rotating spares to the same location for the sole usage of device replacements, and subject to the fair use policy, at that location.

Urban.io shall monitor the level of rotating spares allocated at each location and shall replenish these spares within a reasonable time period of the rotating spares reaching 1% of the total IoT Device Subscription level at that location.

All shipping of physical devices to a nominated IoT Subscription Location shall be provided to the Operator free of charge, subject to a minimum order quantity for international shipments.

9. IoT Device Subscription Fair Use policy

The purpose of the fair use policy is to ensure our customers do not use our devices in a manner that is unreasonable, fraudulent or excessive. We will rely on this fair use policy if we consider the usage or churn of our devices in the field to be excessive relative to the commercial terms of the contract. Replacement of devices that are not due to product failure are subject to our fair use policy. TeleAssist services required due to unreasonable, fraudulent or excessive use will be fully charged to the customer at the rates agreed in Schedule 1 to this agreement.

Unreasonable use:

I.   Battery replacement is a separate product offering and therefore replacement of a device due to battery drainage or battery specific failure does not come under the terms of the unlimited warranty provision or hot spares allocation;
II.   Placement of devices in environments that are harmful to the hardware;
III. Mishandling or interference with devices by customers' personnel; and
IV.   Instructions to install in places that are at risk of theft, destruction or may cause harm to persons or environment;
V.   Requesting additional devices above the 5% hot spares when there are unutilised and working products available in other locations.

Fraudulent use and theft:

I.   Using the Gateway for any other use than for the connectivity to sensors;
II.   Tampering with the gateway and inserting SIMs not provided by Urban.io; and
III. Theft of devices on your nominated sites are not covered under warranty or replacements, including hot spares.

Excessive use:

I.   We consider more than the following device churn rates as excessive use:
    A.   10% of total devices in the field between years 1-3;
    B.   30% of total devices in the field between years 1-4; and
    C.   60% of total devices in the field between years 1-5.

Minimum Gateway to Sensor Ratio:

I.   Standard gateway - 30 sensors to 1 gateway; and
II.   Exo-Gateways - 50 sensors to 1 gateway.

10. TeleAssist Services Scope of Supply

TeleAssist services are optional professional services provided by Urban.io to assist Operators with the successful design and deployment of the physical devices that comprise an Urban.io IoT network.

In many cases the design, preparation and configuration of the physical network infrastructure can be done remotely by Urban.io as we prepare Operator Order Requests for equipment to satisfy IoT Data Subscriptions.

In all instances Urban.io will endeavour to pre-commission everything before it is shipped to the site nominated by the Operator, such that the minimum effort is required when installing the devices onsite.

Urban.io Field Services teams will also provide remote support to Site staff OR nominated subcontractors who can undertake the physical installation of the equipment onto/into the positions at Operator locations.

In some instances Urban.io Field Services teams may attend site in person to assist Site staff. Urban.io has strict boundaries defining what our Field Services Engineers will and won't do when onsite. These are defined to ensure that our staff or contractors do not contravene the Occupational Health and Safety requirements on site and also our insurances.

As may be reasonably required by Urban.io, Operator shall provide Urban.io with sufficient and safe access (including remote access authorized by the Operator) to the Operator's facilities, systems, information, personnel, and resources, all at no charge to Urban.io. Urban.io shall not be responsible for any delay in performing or failure to perform caused by Operator's delay in providing such access or performing other Operator responsibilities under this Agreement

"Ambient Devices"

Where sensors that measure ambient variables can be "clipped onto" or "adhesive mounted to" a surface. These devices are not invasive, nor do they directly interact with an asset or system.

"Integrated Devices"

Where sensors measure system or space variables that require "Integration" with the site infrastructure. This could include but is not limited to a connection to the water supply, electrical system or SCADA unit.

When an Urban.io Field Services engineer is onsite:

- They must only sign in as a Visitor
- They must be accompanied by a Site staff member who has suitable induction/training and responsibility for the onsite activities that are being undertaken
- They will provide supervisory advice to Site staff or nominated sub-contractors
- They may in the course of their advice assist with placement of "Ambient Devices"

They will NOT under any circumstances:

- Install "Integrated Devices"; the Site Owner or Site Operator must provide suitably qualified staff or subcontractors at their costs to undertake installation activities with guidance and advice from the Urban.io Field Services Engineer
- Work in an unsafe or hazardous environment for which they have not been inducted. The Site Owner or Site Operator must provide staff or subcontractors at their costs to access these locations and who can receive guidance and advice from the Urban.io Field Services Engineer

- Be required to enter the customer's location or perform any part of the job where a specific security clearance is required. The Site Owner or Site Operator must provide staff or subcontractors at their costs to access these locations and who can receive guidance and advice from the Urban.io Field Services Engineer

- Undertake any activities where they are required to drive a vehicle or transport other staff or subcontractors, other than to attend the site

- Be required to lift/ move a device heavier than 23 kg and/ or unsafe to be handled