

TERMS & CONDITIONS: INTEGRATED SYSTEMS

The following Terms and Conditions apply to the supply of Integrated Systems by HydroTerra Pty Ltd (ACN 154 889 559) ("HydroTerra").

By placing a Purchase Order the Customer automatically confirms their acceptance of these Terms and Conditions, which form a legally binding agreement ("this Agreement").

DEFINITIONS:

Activation Date means the date specified in any proposal or otherwise agreed to in writing by HydroTerra as the date on which the Data Services will first be provided to the Customer.

Data Services means the delivery and ongoing support for transmission of data from the point of collection to the point of storage, and optional data processing, visualisation and reporting.

Data Services Networks means third party providers of networks for Data Services.

Hardware Device means all physical equipment associated with Integrated Systems supplied by HydroTerra, including sensors, telemetry and control devices, cabling, power devices, and mounting fixtures.

Initial Term means 12 months from the Activation Date.

Integrated System means a system comprised of Hardware Devices together with Data Services.

Personal Information has the same meaning as in the Privacy Act.

Privacy Act means the Privacy Act (1988)(Cth)

Purchase Order means a purchase order in the form required by HydroTerra.

Security Breach means any substantial unauthorised access or disclosure of Personal Information.

Term means the period commencing on the Activation Date and continuing for the Initial Term and any further term in accordance with clause 5.1.

OPERATIVE PROVISIONS

1.0 Additional agreements

- 1.1 The Customer acknowledges that all hardware devices, their assembly and configuration, will be provided under and subject to HydroTerra's "Terms and Conditions – Sale of Equipment", and "Terms and Conditions – Rental of Equipment". These can be accessed at www.hydroterra.com.au
- 1.2 The Customer acknowledges that Data Services will be provided by third parties and HydroTerra, pursuant to HydroTerra's "Datastream Service Level Agreement" in effect from time to time.



2.0 Access and Payment

- 2.1 Where ordered by the Customer, and subject to the terms of this Agreement, HydroTerra will procure the provision to the Customer of access to one or more Data Services Networks.
- 2.2 HydroTerra reserves the right to change or modify the Data Services Networks used, but will not materially diminish functionality of the Data Services during the Term.
- 2.3 The Customer acknowledges that HydroTerra and/or the providers of Data Services Networks will have the right to perform repairs, maintenance, or network upgrades on the Data Services from time to time, without prior notice to the Customer and shall have no liability in respect of any resulting outages of or interruptions to the Data Services. HydroTerra will use reasonable endeavours to notify the Customer if it becomes aware of any scheduled repairs or maintenance that may potentially impact the performance of the Data Services.
- 2.4 Where an annual service fee for Data Services is applicable, it will be automatically charged on the Activation Date (and any anniversary thereof if renewed in accordance with this Agreement).
- 2.5 The fees payable by the Customer for Data Services will be increased annually by a percentage equal to the annual increase in the All Groups Consumer Price Index (CPI) of the preceding 12 months, as published by the Australian Bureau of Statistics.
- 2.6 HydroTerra reserves the right, by giving written notice to the Customer at any time with at least 30 days notice, to change the price of the Data Services to reflect changes in third party costs due to any factor beyond the control of HydroTerra (including, without limitation, any change in HydroTerra's cost of goods or services from its suppliers or foreign exchange fluctuation).
- 2.7 The Customer will pay the charges for the Data Services used by the Customer as specified in the proposal and /or the ongoing recurring invoice.
- 2.8 In the event that at any time during the Term the Customer elects to change the level and scope of Data Services to be provided, and HydroTerra agrees to same (such agreement not to be unreasonably withheld) HydroTerra may amend its charges to reflect the consequential change in costs of the change in service.
- 2.9 The Customer acknowledges that the Data Services may not be available in all locations, and it is the Customer's responsibility to ensure that they are available in the Customer's intended use locations.
- 2.10 Data storage periods are specified and agreed through HydroTerra's proposal and the Customer's Purchase Order. If storage is required beyond the agreed period, it is the Customer's responsibility to maintain relevant copies of datasets.
- 2.11 Time is of the essence in respect of the Customer's obligation to make payment for the Data Services supplied by HydroTerra to the Customer.
- 2.12 To the extent permissible at law, HydroTerra will not be liable to the Customer for any direct, indirect, or consequential loss, damage, liability, cost, or expense incurred by the Customer as a result of the failure by HydroTerra to deliver the Data Services or any breach of this Agreement.
- 2.13 The Customer acknowledges that while HydroTerra will use reasonable endeavours to ensure telecommunications generated from its supplied integrated systems are delivered to the Customer, performance may vary between telecommunication carriers. HydroTerra upon request will provide the Customer with a copy of the associated supplier's terms and conditions.



The Customer shall be responsible for determining whether the services of those suppliers are and remain adequate (including in terms of reliability) for its requirements.

3.0 Abuse and Fraudulent Use

- 3.1 Access to the Data Services Network is provided subject to the condition that there be no abuse or fraudulent use of the Data Services Network by or on behalf of the Customer.
- 3.2 Without limiting clause 3.1 the Customer must take commercially reasonable steps to control and prevent abuse or fraudulent use of the Data Services Network by its personnel and others. Abuse or fraudulent use of the Network includes, but is not limited to:
- (a) providing or attempting to provide, or assisting, or permitting a third party to:
 - (i) access, alter or interfere with the communications and/or information of any third party by rearranging, tampering, or making an unauthorised connection with any Hardware Device or network facilities of HydroTerra, or
 - (ii) use of any scheme, false representation, or false credit device, with the intent to avoid payment, in whole or in part, for the Data Services
 - (b) using the Data Services Network in such a manner so as to interfere unreasonably with its use by other customers, or
 - (c) using the Data Services Network to convey information that is deemed, in HydroTerra's discretion, to be obscene or unlawful.

4.0 Information Privacy and Security and Ownership of Data

- 4.1 Subject to the following provisions of this clause, HydroTerra will not use or disclose any Personal Information for a purpose other than discharging its obligations under this agreement. HydroTerra further agrees to comply at all times with the Australian Privacy Principles contained in schedule 1 to the Privacy Act (or an applicable privacy code approved by the Commissioner pursuant to that Act). HydroTerra will take all necessary steps to protect Personal Information in its possession against misuse or loss and it will return all such information to the Customer (or if requested by the Customer, destroy or de-identify such information) upon termination or expiry of these Terms and Conditions.
- 4.2 The Customer warrants that the disclosure of Personal Information to HydroTerra for the purposes of these Terms and Conditions, and the collection of such information by HydroTerra, will not contravene the Australian Privacy Principles. The Customer must comply with any and all of its obligations under the Privacy Act.
- 4.3 The Customer agrees that HydroTerra may periodically collect information, including, but not limited to, technical information and data, about the Customer's use of a Hardware Device and the Data Services to facilitate updates, support, analysis, management, and other services relating to the Data Services Network. Various service providers engaged as part of Data Services delivery may use this information for management of their products, services, or technologies provided hereunder, which use will be in accordance with applicable laws.
- 4.4 The Customer agrees to provide HydroTerra or any regulatory authority with any information to the extent required to comply with laws and regulations applicable to the provision of the Data Services.



- 4.5 If HydroTerra becomes aware of any Security Breach, HydroTerra must immediately:
- (a) notify the Customer and disclose all information relevant to the Security Breach (including any Personal Information data affected); and
 - (b) comply with any reasonable direction from the Customer with respect to the investigation, remediation, and assessment of the Security Breach.

Without limiting any other obligation of HydroTerra at law, the Customer shall be responsible for determining whether any Security Breach is notifiable under the Privacy Act and HydroTerra must:

- (a) provide all information and assistance required by Customer to determine whether a Security Breach is notifiable; and
 - (b) not disclose to any Third Party the existence or circumstances surrounding any Security Breach without the prior written approval of Customer, which not be unreasonably withheld.
- 4.6 HydroTerra may notify a Security Breach to the regulatory authorities if Customer fails to do so and HydroTerra is required to notify the Security Breach under applicable privacy laws.
- 4.7 HydroTerra acknowledges that it makes no claim to ownership of any Customer data, which shall remain the property of the Customer.

5.0 Term and Termination

- 5.1 This Agreement commences on the Activation Date and continues for the Initial Term.
- 5.2 Following the expiry of the Initial Term, this Agreement will automatically renew for successive twelve (12) month periods unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the scheduled commencement of any renewed term.
- 5.3 Without limiting other rights expressly set forth in this Agreement, either party may terminate this Agreement at any time with immediate effect by giving notice to the other party if the other party:
- (a) materially breaches this Agreement and fails to cure such breach within (i) ten (10) days for any payment related breach, or (ii) thirty (30) days for any other breach; from the date of receipt of notice of such default from the non-breaching party specifying the grounds for such breach or default; or
 - (b) is subjected to bankruptcy or insolvency proceedings, whether voluntary or involuntary, including, but not limited to, the execution of an assignment for the benefit of creditors, or in the event either party hereto seeks relief under any bankruptcy or similar debtor relief laws.
- 5.4 Either party may terminate this Agreement for its convenience by providing the other with thirty (30) days prior written notice. In the event of termination under this clause 5.4, by HydroTerra, HydroTerra will provide the Customer with a pro-rated refund of unused, pre-paid fees for the remainder of the Term after the effective date of termination.
- 5.5 In the event that HydroTerra no longer has access to the third-party Data Network via which the HydroTerra Hardware Device communicates, HydroTerra may immediately terminate this Agreement by notice to the Customer.
- 5.6 HydroTerra has the right to immediately suspend or terminate access to the Data Services Network to the Customer if HydroTerra reasonably believes it is abusing or fraudulently using



the Data Services Network with no liability for such termination.

6.0 Disclaimers

- 6.1 The Customer agrees that HydroTerra makes no representation about and excludes all liability in relation to the quality, accuracy or reliability or any data, information, recommendations, reports or other materials provided by or made available by HydroTerra in the course of providing services hereunder (including the Data Services).
- 6.2 Subject to any non-excludable statutory liability, the liability of HydroTerra for damages in respect of any act or omission of HydroTerra in connection with its obligations under these Terms and Conditions shall not exceed the amount of charges received by HydroTerra from the Customer in the 12 month period preceding the date any claim arises.
- 6.3 Subject to clause 6.4, to the extent permissible at law, any condition or warranty which would otherwise be implied in these Terms and Conditions is excluded.
- 6.4 The liability of HydroTerra for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by section 51 and 53 of the Australian Consumer Law) is limited;
- (a) in the case of goods, to any one of the following as determined by HydroTerra:
 - (i) the replacement of goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
 - (b) in the case of services, to any one of the following as determined by HydroTerra:
 - (i) the supplying of the services again;
 - (ii) the payment of the cost of having the services supplied again.

7.0 General

- 7.1 This Agreement is governed by the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.
- 7.2 Neither party may assign whether in whole or in part the benefit of this Agreement or any rights or obligations under it, without the prior written consent of the other party.