



## **1 Definitions**

The "Company" means MultiTrode Pty Limited. "Goods and Services" means the range of products and services supplied by the Company. These may vary from time to time without notice. The term "These Conditions" means these "Standards Terms and Conditions of Sale".

## **2 The Parties**

MULTITRODE PTY LTD and/or MULTITRODE INC. (hereinafter referred to as "MultiTrode") are engaged in the business of providing wireless communications and database systems for managing and monitoring remote equipment in a supervisory manner, including such industrial applications as water and wastewater systems. The Customer desires to use and benefit from MultiTrode's communications and database system, which is to be installed by the Customer on-site at the Customer's premises.

## **3 The Terms**

In consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Customers use of MultiTrode's products and services, the parties hereby agree as follows:

- a) MultiTrode is selling a service provided via multiple public and private facilities, some of which are not within our control. MultiTrode does not guarantee your subscribed services will be active and available 100% of the time and will not be held liable for any losses in the event that there is a service failure.
- b) Customer agrees to pay MultiTrode for hardware and monthly monitoring fees as defined in MultiTrode invoices, and MultiTrode agrees to provide Customer with monitoring and notification services by utilizing automated calling, paging, e-mailing, faxing or TCP/IP transfer of data to Customer's designated destinations as set forth in the MultiTrode web site database on a best efforts basis. For additional operational and functional details, Customer should refer to the MultiTrode product instructions.
- c) Customer understands that MultiTrode are selling a service provided via multiple public and private facilities, some of which are not within our control. MultiTrode does not guarantee your subscribed services will be active and available 100% of the time and will not be held liable for any of losses in the event that there is a service failure.
- d) Customer understands that MultiTrode will not, with its own personnel, respond to or take action related to those events about which MultiTrode provides monitoring and notification. Customer further understands that he/she is solely responsible for the final entries and schedules set forth in the MultiTrode database, notwithstanding the fact that MultiTrode may have entered the monitoring and notification information in that database on the Customers behalf.
- e) Customer also understands that the data entries and schedules, residing in MultiTrode's database, can be changed by the Customer. Customer further understands and agrees to bear the risk of loss or damage that may result from changes to the MultiTrode database made by, or on behalf of the Customer, and that such changes may impair or prevent the MultiTrode notification system from providing timely and successful notifications of detected events to Customers designated destinations.
- f) Customer further understands that MultiTrode makes no representations, promises, warranties, or guarantees that there will be no interruptions in service or delays in performing service, or as to the quality, usefulness, completeness and reliability of such service, and further that MultiTrode provides no assurances that such service will be free of errors. Customer acknowledges that MultiTrode utilizes wireless data services that may be provided by various participating carriers, and that such providers disclaim any and all liability arising from the Customer's use of MultiTrode's products and services. Customer further understands that MultiTrode has no control of, or responsibility for, the paging, cellular, radio, telephone, Internet, or other communication medium which the customer may rely upon for delivery of alarm or other messages sent by MultiTrode.
- g) Customer also understands that in further consideration of being granted the right to utilize MultiTrode's monitoring and notification service, the Customer, on behalf of himself/herself, and any employees, agents, personal representatives, assigns, heirs, next of kin and any third party, agrees:
  1. To indemnify, defend and hold harmless MultiTrode, its owners, directors, officers, employees, agents, suppliers or affiliated companies, against any and all claims, demands or actions based upon any losses, liabilities, damages or costs, whether direct or indirect, special or consequential, including attorneys fees, that may result from the operation of MultiTrode's products and services, or from the failure of the MultiTrode system to report a given event or condition.
  2. To release, waive, discharge and covenant not to sue MultiTrode, its owners, directors, officers, employees, agents, suppliers or affiliated companies, for any and all liabilities potentially arising from any claim, demand or action based upon any losses, liabilities, damages or costs, whether direct or indirect, special or consequential, including attorneys fees, that may result from operation of MultiTrode's products and services, or from the failure of the MultiTrode system to report a given event or condition.
  3. That in the event MultiTrode is found to be liable for any loss or damage arising out of mistakes, interruptions, delays, errors or defects in MultiTrode's products or services, such liability shall not exceed the total amount paid by the Customer to MultiTrode for the latter's services.
  4. That the MultiTrode hardware includes a limited warranty that the product is free from defects in materials and workmanship for a period of two year from the date of delivery. MultiTrode's obligation under this limited warranty is limited to repairing or replacing the product, at MultiTrode's option, unless the product has been misused or improperly repaired or serviced by any party other than authorized MultiTrode personnel, in which case the limited warranty is voided. Other than this limited warranty, MultiTrode's products and services are provided with no other guarantees or warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.



5. That neither MultiTrode nor its owners, directors, officers, employees, or agents is an insurer and that the Customer is to maintain his/her own insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of MultiTrode's products or services.
- h) Customer further understands and agrees that MultiTrode's products and services are intended to monitor and notify Customer of events only relating to Customers non-critical mechanical and electrical equipment and are not intended to be used for a primary life-safety, burglary or fire detection and reporting system.
  - i) Customer is responsible for the ongoing, periodic testing of the MultiTrode system, and shall notify MultiTrode immediately if any failures are found. MultiTrode shall use all reasonable efforts to identify and resolve the perceived failures, but in no case will be obligated to travel to the Customer's premises to perform diagnostic or corrective actions.
  - j) Should the Customer choose to utilize MultiTrode equipment and services to perform manual or automatic control for external equipment such as pumps, wells, or valves, Customer acknowledges that MultiTrode performs this service on a best efforts basis. MultiTrode recommends that customer not rely on MultiTrode solely for the control of remote relay activated devices and that customer should make provisions for alternate means of remotely or locally operating said controls. MultiTrode strongly recommends that Customer make electrical or mechanical provisions at the remotely controlled site equipment that will alleviate, or reduce the risks associated with the failure by MultiTrode to properly control said remote relay control functions. Customer understands and acknowledges that there are other providers of such remote or local control technologies.
  - k) Customer agrees to pay MultiTrode for a monthly per unit monitoring fee, which is to be prepaid on a quarterly or annual basis, as indicated in Customer's invoice. The first service fee and hardware cost are to be paid within 30 days from the date of shipment of the MultiTrode hardware.
  - l) The Customer understands the intended uses of MultiTrode's products and services and will ensure that they are used in an intended and safe manner. In addition, it is agreed that MultiTrode personnel will be contacted if the Customer does not know how to install or operate MultiTrode's products and services.
  - m) The Customer acknowledges that he/she has read and understands this Customer Service Agreement, and that he/she agrees to its terms and intends to be bound by them. The customer further understands that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance of the agreement shall; notwithstanding, continue in full legal force and effect.
  - n) The parties hereto acknowledge and agree that this Agreement contains the entire agreement between MultiTrode and the Customer, and that there are no other representations, inducements, promises, or agreements, verbal or otherwise, which are not embodied herein.