

## What you need to know about DAN SENTRY

### 1. General Information

DAN SENTRY is an online data storage system. It is available to customers who have purchased and installed DAN field hardware on site and where that hardware sends data to and receives data from the DAN SENTRY web site.

### 2. What does DAN SENTRY Allow You to DO

You can do the following using DAN SENTRY:

- ⇒ Set up your data base
- ⇒ Access data held in your data base
- ⇒ Set up alarm functions and parameters for your field hardware
- ⇒ Calibrate your system
- ⇒ Place field hardware into 'GROUPS'
- ⇒ Add or remove users and change passwords

DAN SENTRY provides you with a high level of control over the entitlements of your staff to access data or change site operational factors.

### 3. Security

Every person accessing data, changing set-up conditions or carrying out an administrative role, must have been issued with a Security Identification by you or by an authorised administrator appointed by you. Access will only be granted to issued Security Identifications and to the extent of entitlements assigned to those Security Identifications.

### 4. Ability to control entitlements

You are in control of and can issue each user with a Security Identification and set the entitlements of each user to access DAN SENTRY functions. This includes the ability to view data, change site operational factors and to manage administrator functions. All changes made to the system are tracked and logged and form part of the data stored.

### 5. What are the charges?

The current fees for DAN SENTRY are set out in the DAN SENTRY Fee Schedule being 'Appendix A - Fees and charges'.

### 6. What are the risks?

All Web based products involve a certain amount of risk. For DAN SENTRY, we strongly recommend that you implement robust information systems management processes appropriate to your PC or network. We also strongly recommend that you implement and regularly review the risks associated with your own internal procedures and controls.

### 7. Data integrity.

You are responsible for ensuring that your site operational factors including alarm conditions and calibrations are complete and accurate. Incorrect or incomplete information will result in no or potentially worthless data and alarm alerts.

### 8. Unauthorised access

Adequate security precautions must be taken to prevent an unauthorised user accessing your data and/or changing your site operational factors. This should include the use of appropriate anti-'spamming', anti-'key logging' and anti-'Virus' software in addition to appropriate personal computer or network 'firewall' protection.

### 9. Operational risk

Operational risk is the risk of loss resulting from failed internal processes, people and systems or actions because of external events. You rely on the ability of DAN to provide your data and process your changes to site operational factors in a timely and accurate manner. DAN in turn is dependent on the reliability of its own operational processes that include public communication networks, computers and

associated infrastructure. Whilst we take great care to ensure that our systems and processes are robust, disruptions to DAN's processes may lead to delays in the retrieval of your data or alarms or the processing of changes to site operational factors. DAN is not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes.

The above is a general summary of DAN SENTRY. You should read the following terms and conditions before deciding whether DAN SENTRY is the service for you.

## TERMS & CONDITIONS

**PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE COMMENCING THIS SERVICE OR CLICKING ON THE "ACCEPT" BUTTON. BY COMMENCING THIS SERVICE OR CLICKING ON THE "ACCEPT" BUTTON YOU ARE ACCEPTING THESE TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THEM. THESE TERMS AND CONDITIONS, THE DAN SENTRY FEE SCHEDULE AND THE DAN SENTRY APPLICATION WILL, TOGETHER, CONSTITUTE YOUR AGREEMENT WITH US.**

**IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS AND/OR THE DAN SENTRY APPLICATION CLICK ON THE "DECLINE" BUTTON OR DO NOT COMMENCE THE SERVICE.**

### 10. Interpretation

#### • General

In this Agreement, unless the context otherwise requires;

- ⇒ Words importing a gender include any gender
- ⇒ The word 'person' includes a firm, a body corporate, an unincorporated association or partnership and vice versa
- ⇒ The singular includes the plural and vice versa
- ⇒ Headings, boldings and underlines are inserted for convenience only and do not affect the interpretation of this Agreement
- ⇒ A reference to a party to this Agreement or in any other document or agreement includes that party's permitted successors and permitted assigns
- ⇒ No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it
- ⇒ A covenant, an agreement or acknowledgment on the part of, or in favour of, two or more persons, binds them or enures to their benefit jointly and severally
- ⇒ A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued after that statute
- ⇒ the word "includes" or "including" or similar expressions are not words of limitation

#### • Definitions

In this Agreement:

**"Access Entitlements"** means the level of access permitted to a User

**"Administrator"** means the person or persons selected by you to have unrestricted access to DAN SENTRY.

**"Agreement"** means these terms and conditions, the DAN SENTRY Fee Schedule and the DAN SENTRY Application.

**"Authorised Users"** means those users for whom Security Identification has been issued by you.

"Claims" includes all claims, demands, actions, suits and proceedings.

"DAN" means Data Acquisition Networks Pty Ltd ABN 70 109 025 621.

"DAN SENTRY" means an online data storage system provided by DAN.

"DAN SENTRY Application" means the DAN SENTRY Application which you completed as part of your request to be provided with DAN SENTRY by us. A separate DAN SENTRY Application is required for each item of Field Hardware.

"DAN SENTRY Fee Schedule" means the document (written or electronic) titled 'Access Fee Schedule' setting out our Fees and Charges (and as may be varied as provided for in this Agreement).

"DAN SENTRY website" means <http://www.danmonitoring.com> (or such other website as specified by us from time to time).

"Data" means any information that is passed between the DAN SENTRY server and the field hardware

"Fees and Charges" means the fees and charges payable for access to the DAN SENTRY system as initially set out in the DAN SENTRY Fee Schedule

"Field Hardware" means DAN hardware designed to operate in conjunction with DAN SENTRY.

"GROUPS" means a set of two or more pieces of field hardware set by you to be accessed by means of one Security Identification

"GST" means the goods and services tax imposed under the GST Act

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)* and the regulations thereunder

"Instructions" means the instructions inputted into the DAN SENTRY web site by you in order to retrieve data or change site operating factors.

"Loss" includes any loss, damage, cost, expense or other liability.

"Period" means the period for which you are paying in advance which shall be monthly unless otherwise agreed.

"Proscribed Person" means a person who appears to us either a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or d) act on behalf, or for the benefit of, a person listed in sub clauses a) , b) or c)

"Security Identification" means all login identity, passwords, key encryption numbers and any other security tokens or devices used from time to time to access DAN SENTRY along with the respective Access Entitlements

"Services" means any services provided for or on behalf of us beyond those which relate to the Fees and Charges.

"Service Fees" means the fees payable for the Services (which are in addition to Fees and Charges).

"Site Operational Factors" means those parameters by which the Field Hardware has been set up to operate.

"Transaction" means those changes made to Site Operational Factors, data presentation formatting and input calibration factors

"User" means a person who has the authority to log into DAN SENTRY.

"we" "our", "ours", "us" means DAN.

"you", "your", "yours" means the customer who completed the DAN SENTRY Application, and where the context permits it includes the customer's executors, administrators, assigns and any agent appointed by the customer from time to time.

## 11. Relationship

Subject to any warranties implied by the Trade Practices Act 1974, or by other law that cannot be modified or excluded, this Agreement constitutes the entire agreement between you and DAN, and supersedes all prior agreements, understandings, warranties and communications (oral and written) between the parties in relation to your use of DAN SENTRY. Neither party shall, be entitled, as against the other

party or other officers of any party, to bring suit on the basis of any verbal or written communications, representations, inducements, undertakings, agreements or arrangements except expressly as provided by this Agreement.

No amendment, modification or variation of the provisions of this Agreement by you shall be effective unless accepted in writing by DAN.

## 12. Terms

### • Commencement & Duration

This Agreement will commence on the day that we process your DAN SENTRY Application, or as otherwise agreed, and shall continue in force and duration until terminated.

The Fees and Charges will commence as and from the day the field hardware is first activated.

### • Provision of DAN SENTRY

Subject to the terms of this Agreement, DAN will provide you with access to DAN SENTRY for the duration of this Agreement.

### • Limitations

You must not:

a) Transfer, sub-licence or otherwise dispose of your rights or obligations under this Agreement without DAN's prior written consent; or

b) Disclose, display or otherwise make DAN SENTRY available to any other person (other than Authorised Users) without DAN's prior written consent. We may give or withhold consent in our absolute discretion and/or grant consent on such conditions as we see fit.

## 13. Fees

### • Payment

By provision of your credit card details you hereby irrevocably authorise us to debit your credit card account for the Period in advance of the Period in respect of the Fees and Charges set out in the DAN SENTRY Fee Schedule of Fees and Charges. If you are paying more than monthly in advance, we will invoice you for Fees and Charges for the relevant Period. Your obligation is to make payment of the invoice on or by the sooner of: a) the due date specified in the invoice (or if no date is specified within 21 days from the date of same); or b) before the Period to which the invoice relates commences.

### • Variations and New Fees

DAN is entitled to:

a) Increase or decrease the Fees and Charges; or

b) Introduce a new fee or charge; or

c) Vary any part of this agreement.

In respect of b) and c), we will give you prior written notice of same and such change shall take effect 30 days after the date of our written notice or immediately prior to the next Period purchased whichever is the greater. In respect of a), we will give you prior notice by advertisement on the DAN SENTRY website and/or by notice in writing to you and such change shall take effect on the earlier of: i) 30 days after the date of our written notice; or ii) 30 days after the notice by advertisement appears on the DAN SENTRY website.

### • Service Fees

If you require any Services, you agree to pay the Service Fees at a rate to be determined by us from time to time. You agree that any service calls made at your request where those problems are not the result of faults or defects of DAN SENTRY and/or any additional costs in maintaining your access to DAN SENTRY that are not the result of faults or defects of DAN SENTRY, will incur an additional charge to the Fees and Charges. Such additional charge shall be payable in accordance with the rates determined by us from time to time.

By provision of your credit card details you hereby irrevocably authorise us to debit your credit card in respect of the Service Fees payable at the end of the month in which the Service is provided. If instead DAN issues an invoice for the Service Fees (which it reserves the right to do from time to time) such invoice is payable on or by the due date specified in the

invoice (or if no date is specified within 21 days from the date of same).

- GST

Unless otherwise specified in writing, all amounts payable by you are expressed to be exclusive of GST. If any GST is payable, you must pay it to us in addition to, and at the same time as, the amount to which it relates is payable.

- Time of the Essence

All times for payment under this Agreement are of the essence.

- Interest

Without prejudice to any of our other rights, interest shall apply to any payment not made on time at the same rate per annum, calculated daily, as is specified in *Schedule 5* of the *Uniform Civil Procedure Rules 2005 (NSW)* and is payable on demand.

- Indemnity and Legal Costs

You hereby agree to indemnify and hold harmless and keep indemnified and hold harmless, us and our officers, agents, contractors and employees from and against all Claims and Loss (including legal costs on a full indemnity basis), suffered, paid or incurred by us arising from or relating to: a) the acts, omissions, default, breach or negligence by you or any User; or b) the acts or omissions of any person using your Security Identification (whether a User or not).

- Failure to pay

Without prejudice to any of our other rights, failure to pay any amount payable under this Agreement by the due date or any rejection or cancellation of a payment made or any other breach by you under this Agreement, may result in your access to DAN SENTRY being suspended by us until all outstanding monies are paid. We shall not be liable to you for any Loss you may suffer as a result of such suspension.

Information on Fees and Charges and Service Fees are available on request.

#### 14. Users & Access & Contact Details & Data Retention

You may add or remove Users, change User privileges and passwords as you require. DAN accepts no responsibility for nor consequences arising from loss of Security Identification or dissemination of Security Identification to non Authorised Users.

DAN will confirm lost or forgotten passwords only following requests made in writing and following DAN satisfactorily determining (in its sole discretion) that the request is authentic.

You agree that it is your responsibility to ensure that all contact details including phone numbers and email addresses that are inputted or required to be inputted into DAN SENTRY or the DAN SENTRY website in order to receive alarm notification and calibration of the inputs are entered and are current and correct at all times.

If you experience any problems in relation to DAN SENTRY, it is your responsibility to promptly notify us.

You acknowledge that:

- a) DAN SENTRY only retains data that is less than 3 months old and that any data that is or becomes older than this becomes irretrievable;
- b) once your access to DAN SENTRY ends, there will be no ability to retrieve any data you placed onto DAN SENTRY;

and that therefore it is your responsibility to ensure that you have adequate back-ups or copies of the data placed onto DAN SENTRY and we shall not be liable to you for such data being or becoming irretrievable.

#### 15. Instructions & Field Hardware

We will issue, in writing or on the DAN SENTRY website, rules and/or manuals setting out the manner in which the DAN SENTRY website should be operated. You (and any

Users) must comply with such rules and manuals. We may vary the rules or manuals from time to time. We will notify you of any such variation by publishing it on the DAN SENTRY website or sending a written notice to you. It is your responsibility to check the DAN SENTRY website for rules, manuals, changes to same and any other changes contemplated by this Agreement that may be displayed on the said website. To the fullest extent permitted by law, we have no liability to you if you fail to operate the DAN SENTRY website in accordance with our rules and/or manuals (and as may be amended from time to time).

The Field Hardware is necessary for the DAN SENTRY system to work and it is your responsibility to ensure that you have the Field Hardware. The Field Hardware is not provided to you as part of this Agreement.

#### 16. Passwords

- Initial Login

DAN will issue one Security Identification with each piece of field hardware purchased. You should change this at your first available opportunity.

- Security

You are responsible to keep your Security Identification, including those issued or changed from time to time by you or Authorised Users, secure and protected from unauthorised use.

- Change of passwords

You are responsible for issuing new and changing issued passwords facilitated by that section on the DAN SENTRY website. It is your responsibility to regularly change your passwords.

- Unauthorised Access

You must notify us immediately if you become aware of or suspect unauthorised access to the DAN SENTRY website, or that the security of a password forming part of a Security Identification has been breached.

- Unauthorised Transactions

You are liable under this Agreement for the acts or omissions of all your Users. Except for our gross negligence, we are not liable to you for any acts or omissions by unauthorised users.

- Deemed Authority

You agree that we are entitled to treat any transaction effected by the use of any one of your Security Identifications as a transaction which is undertaken with your authority. We are not required to verify your authority or that of the person undertaking the transaction whether a User or not. You have the responsibility, liability and capability to change and designate the User.

#### 17. Termination

- Immediate termination

If you:

- a) Are or appear to be a Proscribed Person (or any User is or appears to be a Proscribed Person);
- b) Have a receiver, receiver and manager, manager, liquidator, provisional liquidator or administrator appointed;
- c) Are wound-up or made bankrupt, have a resolution passed for your winding-up, commit an act of insolvency or bankruptcy or enter into a scheme or deed of arrangement with your creditors;
- d) Or any User breach any provision of this Agreement; or
- e) Or any User or person using your Security Identification interfere or attempt to interfere with, or improperly use or attempt to improperly use, DAN SENTRY or the DAN SENTRY website other than as expressly permitted by this Agreement; then we are entitled to immediately terminate this Agreement either by notifying you in writing or by ceasing to provide access to DAN SENTRY.

- Termination by notice

Without limiting the above, either party may terminate this Agreement by giving at least 30 days prior notice in writing to the other party, unless otherwise agreed.

- Termination by Expiration

Unless this Agreement is terminated earlier, this Agreement will end when the Period which you have paid for has expired.

- **Continuing rights**

Termination will not affect, and is without prejudice to, your right or our right to take action for breaches which have occurred before termination including our right to recover any monies payable to us. Termination shall not affect any provision of this Agreement expressed or capable of operating or having effect subsequent to termination.

- **Refund of monies**

If this Agreement is lawfully and validly terminated due to our breach or because we have exercised our right to terminate under the 'termination by notice' provision of this Agreement, you shall be entitled to a pro-rata refund of any Fees and Charges you have paid in advance for the period after the date of termination or when the notice period expires, as the case may be.

- **Termination Process**

Immediately on termination of this agreement access to the Dan Sentry web site will be terminated including access to any data or information stored on your behalf. All information on the Dan Sentry web site will be deleted permanently.

## **18. Intellectual property**

We own all the copyright, design rights, "Look and Feel", trade marks and other intellectual property rights in DAN SENTRY.

You acknowledge and agree that:

a) You do not obtain any right, title or interest in our intellectual property rights whatsoever including those used or embodied in or in connection with DAN SENTRY and associated products and services; and

b) In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, these also shall be our property unless otherwise agreed in writing by us.

## **19. SIM card**

- **Ownership**

The SIM card issued by DAN for operation on the GSM network remains the property of DAN at all times.

- **Termination**

In the instance where this Agreement is terminated or expires, whichever is earlier, the SIM card must be returned to DAN immediately.

- **Payment**

DAN remains responsible for the payment of charges associated with the transmission of data to and from the field hardware provided that the User remains within the minimum transmission times agreed to and paid for in advance unless approved by DAN. If the User goes outside the minimum transmission times, additional charges may apply and which are payable within 21 days of demand.

## **20. Refusal of Service**

If it appears to DAN that you or a User may be a Proscribed Person, DAN may immediately suspend the provision of a product or service to you and DAN will not be liable to you for any Loss you may suffer as a result of such suspension. Our rights under this clause are in addition to all other rights contained in this Agreement.

## **21. General provisions**

- **Governing law**

This Agreement is to be governed and construed in accordance with the law of the State of New South Wales.

- **Jurisdiction**

Any legal action or proceedings with respect to this Agreement against any party or any of its property and assets may be brought in the Courts of the State of New South Wales and, by entering into this Agreement that party accepts, for itself and in respect of its property and assets, generally and unconditionally the jurisdiction of the Courts of that State.

- **Assignment**

Unless otherwise provided you may not assign your rights and obligations under this Agreement without first obtaining our written consent. We may assign our rights and obligations under this Agreement at anytime and without having to seek your consent.

- **Waiver**

No delay, neglect or forbearance by either party in enforcing its rights at law or any provision of this Agreement against the other party shall be a waiver or in any way prejudice any right of either party, unless expressly stated in writing.

- **Severability**

Any part of this Agreement prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

- **Government duties, fees and charges**

You must pay all Government duties, taxes, fees and charges which arise in respect of this Agreement and/or the rights given to you by this Agreement in addition to any other amounts that are payable under this Agreement.

- **Agency**

You release us from all actions, proceedings, claims, costs and demands that may be made brought or incurred by or against us arising from any failure to provide instructions to us, or any unauthorised or incorrect instructions, by any Security Identification or yours

- **Remedies**

Subject to the terms of this Agreement, the rights of a party conferred by this Agreement are cumulative and are not exclusive of any rights provided by law.

- **Sub-Contracting**

We may sub-contract part or all of our rights and/or obligations from time to time.

- **Third Parties**

This Agreement shall confer rights and benefits only upon a person expressed to be a party and not upon any other person.

- **Inconsistency**

If there is any inconsistency between: a) these terms and conditions and the DAN SENTRY Application, these terms and conditions prevail to the extent of the inconsistency; b) the DAN SENTRY Fee Schedule and these terms and conditions, these terms and conditions prevail to the extent of the inconsistency; c) the DAN SENTRY Application and the DAN SENTRY Fee Schedule, the DAN SENTRY Fee Schedule prevails to the extent of the inconsistency.

No terms or conditions put forward by you shall have any force or effect unless they are expressly agreed in writing by DAN.

- **Notices**

Any notice required or permitted by this Agreement to be given by us shall be sufficient if executed for and on behalf of us by one of our officers.

Unless prohibited by law and without derogating from any other provision of this Agreement relating to notification, we may send you notices by electronic communication by:

i) sending the information to an electronic address nominated by you; or

ii) making the information available for retrieval at the DAN SENTRY website and sending, to an electronic address nominated by you, a notification that the information is available.

You agree to make yourself aware of any implications associated with electing to utilise electronic communications, and by providing us with an electronic address you automatically provide us with your specific consent to receiving information electronically.

extent permitted by law, our total liability for breach of this Agreement will be strictly limited to the Fees and Charges and Service Fees paid by you to us pursuant to this Agreement.

## 22. Limitation of Liability

- Implied Terms

To the fullest extent permitted by law, all implied warranties, terms and conditions in relation to this Agreement including those implied by use, trade, custom or otherwise are hereby excluded.

- Consequential loss

To the fullest extent permitted by law, DAN hereby expressly excludes liability for any consequential, incidental, special or other indirect loss or damage (including for loss of profit, business, revenue, goodwill or anticipated savings) which you may suffer or incur in respect of the performance, non-performance or defective performance by DAN of its obligations under this Agreement including in respect of your use of DAN SENTRY, the unavailability of DAN SENTRY, cancellation of your Security identification, withholding of access to DAN SENTRY by us, or any delay or refusal to act on your instructions.

- No Warranty and No Liability

We do not warrant that the services (or the Services) provided to you in relation to DAN SENTRY will be fault free or that any problem with the DAN SENTRY site or the Internet can be solved immediately or quickly. You acknowledge that those services (or Services) may rely on factors outside our control. We will use reasonable endeavours to attempt to overcome any fault in the services (or Services) we provide to you as quickly as possible.

To the fullest extent permitted by law, you agree that we are not liable to you if:

- a) the DAN SENTRY website is temporarily unavailable or not functioning properly;
- b) the Field Hardware fails to function or does not function properly;
- c) the Field Hardware is not operating including because it is turned off or the battery is low or not working;
- d) there is any failure or delay in alarm notification due to factors outside of our control including if the mobile network is experiencing delays or is not working or if the relevant satellite is not in range;
- e) you failed to receive or there was a delay in you receiving an alarm notification because you failed to keep your mobile phone number or email address current and correct;
- f) you change the Field Hardware;
- g) our failure to perform our obligations under this Agreement results from any other circumstance beyond our reasonable control (this shall only apply to the extent and for the period that we are unable to perform for this reason).

- Warranty Limitation

(a) In respect of any warranty that cannot be excluded or limited as contemplated by this Agreement, our liability for breach of such warranty to the fullest extent permitted by law shall be limited to, and at our option to,:

(i) in the case of goods:

- (A) the replacement of the goods or the supply of equivalent goods;
- (B) the repair of the goods;
- (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
- (D) the payment of the cost of having the goods repaired.

(ii) in the case of services (or Services):

- (A) the supply of the services (or Services) again; or
- (B) the payment of the cost of having the services (or Services) supplied again

(b) Subject to sub-clause (a) but without derogating from the other limitations of liability in this clause 22, to the fullest



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