

# TELSTRA CAPTIS ENVIRONMENT MONITORING DEVICES

## TERMS & CONDITIONS

IT'S HOW  
WE CONNECT



## Attachment 1 Additional Terms

### 1 ABOUT THIS PART

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- 1.1 This is the Captis Environment Device section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government> also apply unless you have entered into a separate agreement with us which excludes the General Terms of our Customer Terms.

### 2 YOUR TELSTRA CAPTIS ENVIRONMENT DEVICE

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- 2.1 A Telstra Captis Device or accessory (Device) is designed to enable you to monitor your assets more effectively and gain near real-time insights to optimise asset management and lower overall operational costs.
- 2.2 To use the Device you need a Telstra Control Centre Service and a corresponding Control Centre Plan, which will be supplied by us separately. If you cancel your Telstra Control Centre Service, or it is terminated or expires, you will be unable to use your Device.
- 2.3 To optimise the use of the Device in the field, it is highly recommended that you use the Telstra Internet-of-Things Service to manage and configure your Device. This service is supplied by us separately.
- 2.4 You might also require related Professional Services, in which case the Professional Services section (under "Other Services") of Our Customer Terms will apply to your purchase and our supply to you of the Professional Services
- 2.5 If we are supplying you with Professional Services, the Deliverables and the relevant details (including the applicable fees and charges) for the Professional Services will be set out in the relevant Application Form and/or Statement of Work.

### 3 ORDERING DEVICES

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- 3.1 We may provide you with access to our online ordering portal for the purpose of ordering Devices.
- 3.2 We can withdraw this access at any time.

### 4 DEVICES

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- 4.1 This clause 4 applies to your purchase of Devices under this Section.
- 4.2 Where we accept your order for Devices, we will provide you with those on the terms of this Agreement, including this Section and this clause 4.
- 4.3 We will deliver the Devices during Business Hours to the address you provide at the time of ordering or otherwise agreed in writing between you and us.
- 4.4 We will use reasonable efforts to both deliver the Devices to you by the date we tell you and update you of delivery delays (if any).
- 4.5 The supply of the Devices depends on availability from the Supplier, and so we cannot guarantee to meet any particular delivery date.

## . TELSTRA CAPTIS ENVIRONMENT MONITORING

- 4.6 You may request special delivery of the Devices and we'll use reasonable efforts to accommodate your request. Additional costs may apply and we will agree these costs with you beforehand.

### Device update

- 4.7 Subject to clauses 4.9 and 4.10, we, or our Supplier, will provide 'over-the-air' updates to the Devices, for the purpose of patching and security updates (Updates) and you acknowledge that these Updates may cause temporary Device outages.
- 4.8 Before providing an Update that is a Mandatory Security Update, we must provide you with a reasonable time window in which the update must be performed and prior to the commencement of the time window you must elect a time, within the time window, for us to perform the Mandatory Security Update.
- 4.9 Before providing an Update that is not a Mandatory Security Update, we must first receive your written consent to provide the Update such consent must not be unreasonably withheld.
- 4.10 If you do not provide consent for us to perform Updates in accordance with our recommendations, then until the Update is successfully completed:
- (a) any guarantee regarding the performance of the Devices, the subject of the Update, whether provided under this Application Form or otherwise is void;
  - (b) you acknowledge that the security of the Device, the subject of the Update, may be affected; and
  - (c) the warranty in clause 4.19 will be void where the relevant defect would not have occurred had you consented to the Update.
- 4.11 We anticipate, but we cannot guarantee, that we will only recommend Updates (other than Mandatory Security Updates) on two occasions in any 12 month period.
- 4.12 Unless we agree otherwise, you are responsible for the installation of any Device and we are not responsible or liable for the acts or omissions of any third party installer.
- 4.13 Each Device must be installed and configured by a certified Captis installer and you must ensure Devices are not installed, removed, or otherwise tampered with by anyone other than a certified Captis installer.
- 4.14 Title to any Device and any replacement parts we provide passes to you free of any encumbrances on the date we receive payment in full for the Device or replacement parts from you.
- 4.15 Risk in any Device and any replacement parts we provide passes to you on delivery to the place of delivery provided at the time of ordering or otherwise agreed in writing between you and us.
- 4.16 You acknowledge and agree that:
- (a) you've satisfied yourself that the Device is fit for its intended purpose and is able to fully operate with other Devices and with other equipment to the extent you require; and
  - (b) you've made all necessary and desirable enquiries with the Supplier in relation to the matters referred to in paragraph (a) above.
- 4.17 If this Agreement or this Section is terminated early because of your breach of this Agreement or this Section, you must promptly pay us for any Device which has been ordered

or delivered before the date of termination.

4.18 You must not use the Device if you do not agree with the terms of the applicable licence for the Device Software for that Device.

4.19 Subject to clause 4.20,

## **Warranty for Pulse (all variants), Metrum (all variants)**

- (a) Hardware will be warranted for a period of five (5) years or five thousand (5,000) transmissions (whichever occurs earliest) from delivery date.
- (b) This includes manufacturing defects and internal component failure including but not limited to Printed Circuit Assembly, Electronic Components, Internal antenna and Battery
  - i. The warranty in clause 4.19 is subject to the following conditions being met on average:
    - (i) sensor logging interval occurs every fifteen (15) minutes or longer;
    - (ii) the hardware temperature of the device is maintained between -20°C and +70°C;
    - (iii) the signal strength is better than -96dB (reference signal receives power)
    - (iv) data payload of up to 50KB or less per day.
  - ii. The minimum, maximum, mean values of RSRP and Temperature along with the number of Transmissions are logged and stored in non-volatile memory onboard the device and may be extracted and analysed by the manufacturer in the event of warranty claim.

## **Warranty for Multi (all variants)**

- (a) Hardware will be warranted for a period of five (5) years or five thousand (5,000) transmissions (whichever occurs earliest) from delivery date. This includes manufacturing defects and internal component failure including but not limited to Printed Circuit Assembly, Electronic Components, Internal antenna and Battery. The Warranty in clause is subject to the following conditions being met on average:
  - (i) Sensor logging interval occurs every fifteen (15) minutes or longer;
  - (ii) The hardware temperature of the device is maintained between -20 degrees C and +70 degrees C
  - (iii) The signal strength is better than -96dB (reference signal receives power)
  - (iv) Data payload of up to 50KB or less per day
  - (v) Connection of 2 Digital Inputs maximum

## **Warranty for Captis Solar**

- (a) Hardware will be warranted for a period of five (5) years from delivery date.
- (b) This includes manufacturing defects and internal component failure including but not limited to Printed Circuit Assembly and Electronic Components
- (c) The warranty in clause is subject to the following conditions being met on average:

- (i) the hardware temperature being maintained between -20°C and +70°
- (ii) the minimum solar radiation of 12 Megajoules/m<sup>2</sup> per day (represents lowest Australian radiation e.g. Tasmania).

## **Warranty for Captis Power+**

(a) Hardware will be warranted for a period of two (2) years from the delivery date

(b) The warranty in clause is subject to the following conditions being met:

- (i) the hardware is powered by mains or an external supply of 12-24 VDC

4.20 The warranty in clause 4.19 is void in the event of:

- (a) Tampering, modification or attempted repair of the Device by a person not authorised by Telstra;
- (b) incorrect installation of the Device or installation by a person not authorised by Telstra;
- (c) incorrect connection of accessories such as sensors, instruments and external antennas by a person not authorised by Telstra;
- (d) connection of non-approved external hardware;
- (e) accident, natural causes, vermin infestation, damage by lightning;
- (f) misuse, abuse, improper operation, lack of reasonable care; or
- (g) loss of parts.

4.21 Subject to clause 4.23, your sole remedy for our breach of the warranty in clause 4.19 is for us to replace either the Device or the battery in your Device. Subject to clause 4.23, if you think you are entitled to a claim under the warranty set out in clause 4.19 you must first contact Telstra Support as set out in clause 5.1 who will investigate the fault. If the fault cannot be resolved by us, we organise a courier to return the Device(s) to Telstra or our supplier. We will carry the costs of returning the Device(s) to you. The address for returns will be informed to you when you raise the warranty claim.

4.22 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

4.23 If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this Agreement is to be taken to exclude, restrict or modify any guarantee, condition or warranty that we are prohibited by law from excluding restricting or modifying. If such a statutory guarantee applies to this Agreement and we breach it, we accept liability for such breach, but, where it is lawful to do so and fair and reasonable to do so, we limit our liability at our choice to in the case of goods resupplying the goods or paying the cost of having them resupplied, or in the case of services, resupplying the services or paying the cost of having the services resupplied.

## . TELSTRA CAPTIS ENVIRONMENT MONITORING

- 4.24 Subject to clause 4.23 above and without limiting your rights under the Australian Consumer Law:
- (a) if the Supplier has given any warranties in relation to the Device, you must pursue any claims under or in relation to those warranties directly with the Supplier rather than through us; and
  - (b) we have no liability in relation to any such warranties or for any representations made by the Supplier.
- 4.25 For detailed warranty conditions, please refer to Device warranty card.

### 5 SUPPORT

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5.1 If you are experiencing problems with your Device, you can seek assistance via Telstra Support using the following methods:

- (a) Phone: 1800325220; or
  - (b) Email: Enterprise.IOT.Support@team.telstra.com,
- during the hours of 8am to 7pm Monday to Friday AEST/AEDT.

Information you need when calling our support number:

- customer name (as entered on this Application Form)
- your IoT Platform URL
- a brief description of issue
- the Device type & serial number (if suspected Device issue)
- status of battery and if has been recently replaced in the device

### 6 PRICING AND VOLUME DISCOUNTS

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#### Pricing and invoicing

- 6.1 The Device pricing you are entitled to is tiered and is based on the Volume Commitment you agree to in this Application Form.
- 6.2 If you do not meet your Volume Commitment, we may also charge you the Clawback Amount in respect of each Device you purchase under this Application Form (as further described in clause 6.5).
- 6.3 We will invoice you for:
- (a) all fees and charges for Devices, and any other upfront changes, on or around the date you order a Device;
  - (b) all recurring fees monthly (or otherwise at the frequency set out in the relevant Application Form or Statement of Work) starting from the date the relevant Application Form or Statement of Work is entered into; and
  - (c) all other fees and charges on or around the date they arise or otherwise as agreed between you and us in writing.

#### Volume Commitment

## . TELSTRA CAPTIS ENVIRONMENT MONITORING

- 6.4 Subject to clause 6.5, you agree to meet the Volume Commitment during Volume Commitment Period.
- 6.5 If you have a separate agreement with us for Devices (**Old Agreement**), provided that on the date that you sign this Application Form, your Old Volume Commitment Period has not ended, in determining whether you have met your Volume Commitment under this Application Form, we will take into account the Devices that you purchased under your Old Agreement.

### Clawback Amount

- 6.6 If you do not meet the Volume Commitment:
- (a) within the Volume Commitment Period; or
  - (b) if clause 6.5 applies, within the period contemplated in clause 6.5,

we may charge you an amount calculated as follows in respect of each Device you purchase under this Application Form (**Clawback Amount**):

#### Clawback Amount = A – B

**A =** The price for that Device based on our then-current tiers, rates and the number of Devices you actually purchased during the Volume Commitment Period (or if clause 6.5 applies, within the period contemplated in clause 6.5).

**B =** The price you actually paid for that Device under this Application Form.

#### Example

Where:

*Tier 1 pricing for a Device is \$16 (and applies if you agree to a Tier 1 Volume Commitment of 0 to 100 of those Devices)*

*Tier 2 pricing for a Device is \$15 (and applies if you agree to a Tier 2 Volume Commitment of 101 – 500 of those Devices)*

*If you agree to a Volume Commitment of 101 – 500 units of that Device but you only purchase 100 of those Devices, we may charge you a Clawback Amount calculated as follows:*

*Clawback Amount = \$16 - \$15*

## 7 DEFINITIONS

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- 7.1 In this Section, the terms set out below have the following meaning:

**Application Form** means the Captis Environment Monitoring Telstra Customer Application Form, including all attachments, schedules and annexures to that Application Form.

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Business Hours**, for the purposes of clause 4.3 of this Section, are between 8.00am and 5.00pm Monday to Friday (excluding local public holidays) in the time zone where your premises to which we are delivering any Device is located.

**Deliverable** has the meaning given to it in the Professional Services section, under “Other Services”, of Our Customer Terms.

**Device Software** means the software relating to the operation of a Device (including firmware).

**Old Agreement** has the meaning given to it in clause 6.5.

**Old Volume Commitment Period** means the period in which you must meet an agreed volume commitment under your Old Agreement.

**Mandatory Security Update** means a security update that is deemed mandatory by us acting reasonably.

**Professional Services** means the consulting or professional services set out in the relevant Application Form or Statement of Work.

**Supplier** means the third-party supplier(s) or manufacturer(s) of the various Devices.

**Statement of Work** has the meaning given to it in the Professional Services section, under “Other Services”, of Our Customer Terms.

**Volume Commitment** means the minimum number of Devices you agree to purchase under this Application Form, as identified in ‘Step 2’ of this Application Form.

**Volume Commitment Period** means the period commencing on the date that you sign this Application Form and continuing for the period identified in ‘Step 2’ of this Application Form.