# HIRE TERMS

These **Hire Terms**, together with our General Terms, apply to all hired Hardware provided to you, our customer (You, Your) by any of **Nodestream Technology Pty Ltd** (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia, **Nodestream Technology (UK) Ltd** (Company Number 14032351) of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, United Kingdom, **Nodestream Infinity Pty Ltd** (ABN 57 620 773 060) of 7 Turner Avenue, Technology Park, Bentley Western Australia, Australia, and **Nodestream Europe Limited** (Reg No. 772155) of Suite 4, Eden Gate Centre, Delgany, Greystones, Wicklow, A63WY44, Ireland (Nodestream, we, us, our) . These Hire Terms are Product-Specific Terms and, together with our General Terms, form part of the Agreement between You and Us.

## 1. Definitions

1.1. Capitalised terms are defined below or in our General Terms:

**Collection Point** means the collection point for the Hardware notified by us to You by invoice, email and/or packing slip.

**Hire or Hired** means lease(d), leasing, rent(ed), renting, rental, and charter(ed).

**Operation Guides** means the documentation and materials provided by us to You which contain information relating to how to install, operate and/or maintain the Hardware.

**Related Assets** has the meaning given to it in clause 9.1.

**Temporary Replacement** has the meaning given to it in clause 10.4.

**Term** means the period for which the Hardware is hired to You, and Our Software is licensed to You, on the terms of the Agreement as specified in a Purchase Order. The Term is the same as the Subscription Term for Our Software under the Software Product Terms.

**Third Party Hardware** means any Hardware provided to You by us that has been developed or manufactured by a third-party provider.

## 2. Delivery and collection of Hardware

2.1. You can order Hardware for hire by submitting a Purchase Order to us. Subject to clause 2.2, we will notify You when the Hardware the subject of a Purchase Order is ready for collection at the Collection Point whether by You or Your carrier.

2.2. Subject to clause 2.3, You, or Your carrier, must take delivery of the Hardware from the date notified by us under clause 2.1 or as otherwise agreed by the parties in writing.

2.3. If requested by You and agreed by us, we will arrange carriage of the Hardware on Your behalf at Your cost.

## 3. Risk

3.1. Subject to clause 3.2, risk of loss or damage to the Hardware passes to You on the earlier of the date on which:

(a) the Hardware is collected by You or Your carrier from the Collection Point; or

(b) the Hardware is available for collection at the Collection Point as notified to You under clause 2.1.

3.2. If we have agreed to arrange carriage on Your behalf in accordance with clause 2.3, risk of loss or damage to the Hardware passes to You when the Hardware has been delivered to the carrier at the Collection Point.

## 4. Hire of Hardware

4.1. Subject to the terms of the Agreement, we hire the Hardware to You solely for the purpose of allowing You to use the Hardware for Your internal business purposes for the Term.

## 5. Software Licence

5.1. You acknowledge that:

(a) the Hardware cannot operate without Our Software; and

(b) Your ongoing right to use Our Software is subject to You paying the ongoing Fees for Our Software as set forth in and agreed pursuant to the Agreement.

5.2. Subject to the payment of the Fees and all other amounts due under the Agreement, we grant to You a non-exclusive, non-transferable, non-sub-licensable, revocable right to use Our Software solely in connection with the Hardware for Your internal business purposes for the Term in accordance with the terms of the Agreement. Your access to and use of Our Software is otherwise in accordance with the Software Product Terms.

5.3. You must notify Us at least 30 days before the end of the Term of Your intent to terminate Your access to Our Software. If you fail to notify Us in accordance with this clause 5.3, the Term will automatically renew for the same Term and We will continue to use the initial Purchase Order until such time as You supply a new or revised Purchase Order for the new Term.

5.4. If You terminate the Agreement during the term, You must do so in writing with a minimum of 30 days' notice. You may be subject to payment for the remaining term unless otherwise agreed by Us in writing.

5.5. You must not, and must not permit anyone to, reverse engineer, or disassemble or tamper with the software or firmware embodied in or loaded onto the Hardware, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in Our Software.

## 6. Installation and configuration

6.1. We may supply Operation Guides for the Hardware.

6.2. You are responsible for installation, configuration, and use of the Hardware by You and on Your behalf in accordance with the Operation Guides and our reasonable directions, including all associated costs.

6.3. You and Your end users must comply with the Operation Guides and any directions, instructions, training and manuals issued or provided by us in relation to the use of the Hardware.

## 7. Warranty

7.1. This clause does not operate to exclude or limit any obligations Nodestream has to You in respect of the Hardware under any applicable laws, including any consumer laws.

7.2. We offer Our Global 12-Month Limited Warranty for Hardware, other than Third-Party Hardware. Our Global 12-Month Limited Warranty, can be found at nodestream.tech/terms-and-conditions, as amended from time to time. The warranty against defects for Third-Party Hardware is dealt with in clause 11. Where the law applicable to You requires a warranty or guarantee period longer than 12 months, the period required by that law applies instead.

## 8. Requirements

8.1. You must:

(a) use the Hardware and Related Assets only in the conduct of Your routine business operations;

(b) use the Hardware in accordance with all relevant health and safety laws;

(c) not sell, transfer, assign, create any interest over, part with the benefit of or otherwise dispose of or part with possession of the Hardware or Related Assets;

(d) cease operating any Hardware if it has become defective, damaged or unsafe;

(e) maintain the Hardware in accordance with the Operation Guides and in the same manner as a responsible owner would, including protecting them from loss, theft, damage, abuse and deterioration, other than normal wear and tear;

(f) keep the Hardware in good operating condition and repair;

(g) keep the Hardware and the Related Assets secure; and

(h) take out appropriate insurance in respect of the Hardware covering, at a minimum, the full replacement cost of the Hardware.

## 9. Title to Hardware etc

9.1. The Hardware and the Operation Guides, user manuals, supplies, and other materials (**Related Assets**), provided by us under the Agreement are and shall at all times remain our property. You agree that the Hardware is hired to you, not sold. No right, title or interest in the Hardware or the Related Assets will pass to You other than the right to maintain possession of and use of Hardware and the Related Assets during the Term, subject to Your ongoing compliance with the Agreement.

9.2. You must not cause the Hardware to become an accession or fixture or take any other action with respect to the Hardware that would create an interest in the Hardware for any other person. You must not mortgage, charge, encumber or otherwise grant a security interest in the Hardware.

9.3. You must not remove or obscure any sign, tag, tamper evident seal or other form of notice affixed to the Hardware by us:

(a) indicating our ownership of the Hardware; or

(b) to provide safety information.

## 10. Maintenance and Repairs

10.1. Subject to clauses 10.2 and 10.3 and at Your request, we will repair, and provide replacements parts for, the Hardware.

10.2. You:

(a) must return any Hardware You wish to be repaired to an address nominated by us; and

(b) are responsible for all costs (including transport and delivery costs) associated with the return of the Hardware to us for repair, the return of the Hardware back to You following repair and the delivery and return of any Temporary Replacements (defined below) in accordance with clause 10.4.

10.3. Subject to Your rights under the applicable law, we will carry out the repairs and invoice You for any repairs, maintenance and replacement parts for the Hardware and for any modifications of the Hardware You request, at our then-current rates plus reasonable expenses.

10.4. Subject to clause 10.4, to the extent possible and subject to availability, we may provide You replacement(s) for the Hardware undergoing repair with the same or similar functionality on a temporary basis (**Temporary Replacement**). You must immediately return any Temporary Replacement(s) to us following the return of the repaired Hardware to You.

10.5. You must not use any third party to repair, service or maintain the Hardware or use any replacement parts not supplied or approved by us.

## 11. Third-Party Hardware

11.1. This clause does not operate to exclude or limit any obligations Nodestream has to You in respect of any Third Party Hardware under any applicable laws, including any consumer laws.

11.2. You acknowledge and agree that the Hardware you hire from us may be Third Party Hardware.

11.3. If the Hardware You are hiring from us is Third-Party Hardware, then, to the fullest extent permitted by law, you acknowledge and agree as follows.

(a) The only guarantee or warranty that we can give is a guarantee or warranty from the original manufacturer or supplier of the Third-Party Hardware.

(b) We make no representations or warranties in relation to, and does not accept any liability for, any Third Party Hardware.

(c) Clauses **5** and 7 of these Hire Terms do not apply to Third-Party Hardware.

(d) Support services in respect of the Third Party Hardware are provided by the original manufacturer or supplier and not Nodestream. However, Nodestream may optionally provide services and support which offer additional or enhanced support, in which case such Services will form part of the Agreement between us and You.

(e) Should the provider of the Third-Party Hardware modify or change that Third Party Hardware in any way, we cannot warrant the continuing compatibility of the Third Party Hardware with Our Software.

(f) We may generate and provide usage reports to the relevant owner of the Third Party Hardware for the purposes of account administration and product evaluation.

(g) You will indemnify and hold us harmless from and against all liability claims, actions, losses (including damage to property and personal injury) and expenses (including attorneys' fees) arising out of or relating to Your use of any Third Party Hardware.

## 12. Termination

12.1. On termination of the Agreement or expiry of the Term whichever is earlier:

(a) You must:

(i) immediately pay all amounts owing to us;

(ii) return the Hardware to us in accordance with clause 12.2 and in the manner specified by us at Your cost by the following date (as the case may be):

A. if the Agreement is terminated, within 7 days of the date of termination; or

B. if the Agreement is not terminated before the end of the Term, on or before the last day of the Term;

(iii) return to us our Confidential Information, and all materials recording or containing the foregoing and the Related Assets;

(iv) permanently delete from all computer systems under Your control all of our Confidential Information and Related Assets which are in electronic form; and

(b) Your licence to use the software or firmware embodied in or loaded onto the Hardware immediately ceases.

12.2. You must return the Hardware to us in good working condition, fair wear and tear excepted.

12.3. If You fail to return the Hardware to us by the date specified in clauses 12.1(a)(ii)A or 12.1(a)(ii)B (as the case may be), we will charge You for each additional day that the Hardware is not returned to us, calculated at a daily rate based on the Fees.

12.4. If You fail to return the Hardware to us within 30 days of the date specified in clauses 12.1(a)(ii)A or 12.1(a)(ii)B (as the case may be), we are entitled to, without further notice to You, repossess the Hardware and the Related Assets, for this purpose, You expressly authorise and grant us and our agents an irrevocable licence to enter Your premises (or any other premises under Your control) where the Hardware is believed by us to be located to repossess the Hardware.

12.5. We are not liable for any losses, damages, costs or expenses suffered or incurred by You or a third party as a result of exercising our rights under clause 12.4.