

3G to 4G Upgrade Program Special Terms and Conditions

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "Activation Date" means the date on which the Upgrade Unit, Exchange Unit or Permaconn System is activated;
- 1.2 "Existing 3G Unit" means the Permaconn or other 3G wireless monitoring system that the customer is upgrading or exchanging for an Upgrade Unit or Exchange Unit;
- 1.3 "Poll Plan" means the current airtime plan that the customer is currently contracted to;
- 1.4 "Trade Price" means the full price payable for an Upgraded Permaconn Unit or Permaconn System by a customer with no discount applied and subject to change at any time;
- 1.5 "Upgrade Unit" means the 4G Permaconn device that is to be installed at the End User's premises.
- 1.6 "Exchange Unit" means the 4G Permaconn device exchanged for a non-Permaconn 3G Unit that is to be installed at the End User's premises.

2. CUSTOMER OBLIGATIONS

The Customer agrees to the following:

- 2.1 Deliver the Existing 3G Unit to Permaconn before an order for an Upgrade Unit or Exchange Unit is supplied. Where an Upgrade Unit or Exchange Unit is supplied in advance, the Customer is required to deliver the Existing 3G Unit to Permaconn within 90 days after the order is placed, otherwise Permaconn will invoice the Customer for the difference between the Upgraded Permaconn Unit price and the full trade price;
- 2.2 Where the Customer is upgrading an Existing 3G Unit from Permaconn with an Upgrade Unit, they must ensure the Activation Date is within three months of the invoice date on which the Upgrade Unit was supplied otherwise Permaconn will invoice the Customer for the Upgraded Permaconn Unit at full trade price;
- 2.3 Where the Customer is exchanging an Existing 3G Unit not supplied by Permaconn or the Company's Distributors for an Exchange Unit, they must ensure the Activation Date is within three months of the invoice date on which the Exchange Unit was supplied otherwise Permaconn will invoice the Customer for the Permaconn System at full trade price;
- 2.4 Subsequent orders will not be supplied until the new Upgrade Units or Exchange Units have been installed and are 'online' and the customer is in compliance with its payment obligations as outlined in the Standard Terms and Conditions and this Addendum;
- 2.5 Commit to the Upgraded or Exchange Unit being activated and 'online' for a minimum period of 12 months after the Activation Date or incur a \$50.00 disconnection fee;
- 2.6 The Upgrade Unit or Exchange Unit must at Activation Date be activated on a poll plan that is identical to, or higher than, the Poll Plan for the Existing 3G Unit and agree that during the first 12 months from Activation Date the poll plan cannot be changed to a lower value poll plan.
- 2.7 The Upgraded Permaconn Unit or Permaconn System must not be programmed to send 'auto tests' more frequently than the default supervisory period for the selected poll plan.
- 2.8 Confirm that Existing 3G Units must be 'online' to be eligible for the 3G to 4G upgrade/exchange program
- 2.9 Acceptance of the Standard Terms and Conditions (<https://permaconn.com/terms-conditions-au/>) and the terms and conditions in this Addendum is deemed to have occurred when an order for an Upgrade Unit or Exchange Unit is placed with Permaconn

3. PERMACONN OBLIGATIONS

- 3.1 Where the Customer is upgrading an Existing 3G Unit from Permaconn with an Upgrade Unit, Permaconn will supply an Upgrade Unit that can only be used to replace an Existing 3G Permaconn Unit and cannot be used to replace an Existing 3G Unit not supplied by Permaconn.
- 3.2 Where a Customer is upgrading an Existing 3G Unit not supplied by Permaconn or the Company's Distributors for an Exchange Unit, Permaconn will supply an Exchange Unit for installation by the Customer.
- 3.3 Permaconn reserves the right to change the 3G to 4G Upgrade Program Special Hardware pricing at any time. Upgrade program pricing changes will be communicated to the Customer before an existing or new order is processed and/or dispatched by Permaconn.