

Terms & Conditions

PEAK PLATFORM DATA COLLECTION AND DIAGNOSIS (FDD) STANDARD LICENCE TERMS AND CONDITIONS.

1. CIM Services

CIM grants the Customer the right to access and utilise agreed modules of the PEAK Platform and to receive the Services described in the Service Agreement on the terms and conditions set out in these Standard Terms and Conditions during the Term.

2. PEAK Platform

- 2.1 Customer acknowledges that the PEAK Platform comprises proprietary software and hardware owned and maintained by CIM. In the event that CIM, installs a data capture device (CIM Device) at a Customer's premises and/or installs software on any computer or computer network which is controlled by the Customer, this agreement will also cover such device and that software.
- 2.2 Customer consents to the installation of the PEAK Platform on its premises or other infrastructure (nominated by Customer) and grants to CIM the right for CIM's personnel to enter upon those premises or other infrastructure for installation and maintenance purposes during usual business hours by prior arrangement. Customer acknowledges that it is responsible for the installation and ongoing operation and maintenance of electrical power and a suitable communications link between each Centre and CIM's operations centre.
- 2.3 Although CIM does not warrant that the Service will be complete, continuous or error-free, CIM will:
 - (a) use reasonable endeavours to notify Customer of any errors or defects in the Service or Machine Level Data no later than 5 business days after CIM becomes aware of them; and
 - (b) correct any such errors or defects as soon as reasonably practicable after CIM becomes aware of them.
- 2.4 CIM may enhance and/or alter the features of the PEAK Platform at its discretion so long as it does not materially and adversely reduce the core functionality of the Services supplied by the Customer.

3. Maintenance and Support

- 3.1 Support: CIM will provide Customer with technical support services in accordance with this Clause 3.
- 3.2 Technical support does not include the diagnosis and rectification of any fault which CIM in its absolute discretion considers results from:
 - (a) the improper use, operation or neglect by Customer of a CIM Device where that causes the PEAK Platform to fail to perform;
 - (b) the modification by Customer of the CIM Device or their merger (in whole or in part) with any other software by any person other than by CIM where the same causes the Platform to fail to perform;
 - (c) the use or accessing of the PEAK Platform on equipment other than that which has been approved by CIM;
 - (d) the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by CIM, in writing;

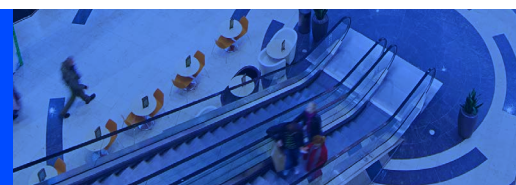
- (e) any repair, adjustment alteration or modification of the CIM Device or the PEAK Platform by any person other than CIM without CIM's prior written consent;
 - (f) any breach by the Customer of any of its obligations under any maintenance agreement with any person or company in respect of the Customer's infrastructure which directly or indirectly causes the PEAK Platform to malfunction or cease to function;
 - (g) the use of the CIM Device or the PEAK Platform for a purpose for which they were not designed; and
 - (h) data being rekeyed from customer's source into CIM's format by the Customer at such low level of accuracy that it causes the PEAK Platform to fail to perform.
- 3.3 CIM may at its sole discretion upon request by the Customer provide technical support notwithstanding that the fault results from any of the circumstances described in clause 3.2.
 - 3.4 CIM is entitled to levy reasonable Additional Charges if technical support is provided in circumstances where any reasonably skilled and competent data processing operator would have judged the Customer's request to have been unnecessary.
 - 3.5 The Customer may need to provide CIM with remote access to the Customer's network infrastructure for the purposes of technical support. If for any reason remote access is not available or appropriate and field service is required then, CIM is entitled to levy additional charges in respect of reasonable and verifiable travel costs and disbursements incurred by CIM for the purpose of technical support.
 - 3.6 The Customer acknowledges and permits CIM's right to remotely monitor their usage and performance of the PEAK Platform.
 - 3.7 CIM reserves the right to temporarily suspend the provision of technical support to specific User(s) if, in CIM's reasonable opinion, the applicable User(s) have not been trained sufficiently and/or do not have the capability to use the PEAK Platform without unreasonable use of CIM's support services. Before exercising this right, CIM will discuss the relevant circumstances with the Customer in good faith and attempt to agree a resolution.
 - 3.8 The Customer accepts responsibility for supplying and maintaining their own Building Management System and acknowledges that the PEAK Platform has not been developed to meet the individual requirements of the Customer.
 - 3.9 Scheduled Maintenance: CIM will schedule maintenance of the PEAK Platform as far as practicable in consultation with Customer's nominated Representative. Where it is necessary to perform scheduled maintenance during operating hours, CIM will give Customer at least 24 hours' notice of that maintenance.
 - 3.10 Enhancements and Fixes: CIM will periodically issue enhancements and fixes to improve the performance of PEAK Platform and the Services. Where the PEAK Platform needs to be offline for that purpose, CIM will as far as practicable consult with Customer's nominated Representative and give Customer at least 24 hours' notice of that downtime.

4. Use of Machine Level Data

- 4.1 Depending on the capabilities of the Customer's Building Management System and installed equipment, CIM will take periodic snapshots of the data stream captured by the PEAK Platform (Raw Data) or, where that is not possible, take copies of any log files provided by the Building Management System (Log Files) to the PEAK Platform. Raw Data and Log Files are referred to in this Agreement as Machine Level Data.
- 4.2 CIM acknowledges Customer's ownership of any Machine Level Data provided to it by the PEAK Platform. CIM is not responsible for the loss or corruption of Machine Level Data.
- 4.3 Customer grants to CIM a royalty free, fully paid, perpetual, irrevocable, non-exclusive, worldwide license to use its Machine Level Data to enable the provision of Services to Customer and to conduct analysis and processing of that Machine Level Data (alone or in conjunction with other data owned or accessed by CIM) and for the development and enhancement of the PEAK Platform and the creation of CIM Data. For the avoidance of doubt Machine Level Data is Confidential Information of the Customer.
- 4.4 Customer acknowledges and agrees that CIM's selection, compilation, analysis and processing of Machine Level Data creates data sets and other insights (CIM Data) that are and remain the exclusive property (including the Intellectual Property Rights therein) of CIM for all purposes including for the provision of the Services to Customer and for improving the PEAK Platform and use by CIM at any time in the future.
- 4.5 CIM encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the PEAK Platform and the Services (collectively, "Feedback"). If Customer provides such Feedback, Customer grants to CIM a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into the Services and the PEAK Platform without restriction).

5. Customer's Obligations

- 5.1 Warranties: Customer, on its behalf and on behalf of its Affiliates warrants and represents to CIM that:
 - (a) it will use Data Outputs (including advice of any faults, where that advice is generated through the Services) only in accordance with and for the purposes of this Agreement;
 - (b) it has and retains sole exclusive responsibility for the rectification of any faults and any impact that faults may have or not have on Customer's infrastructure and equipment; and
 - (c) collection and sharing of Machine Level Data with the PEAK Platform activities do not infringe the rights of any third party with whom Customer has contracted, including the operator or owner of any component of a Building Management System.
- 5.2 The Customer is responsible for obtaining and maintaining, at its cost, any and all equipment and ancillary software and services needed to connect to, access or otherwise use the PEAK Platform or the Services including, without limitation, internet connections, hardware, servers, software, operating systems, networking and web servers.
- 5.3 The Customer is responsible for the following:
 - (a) determining those personnel who will have access to the PEAK Platform or the Services and the level of access (being the Authorised Users);
 - (b) controlling the level of access given to Authorised Users;
 - (c) resolving any issues that Authorised Users have with their level of access;
 - (d) revoking or adjusting the level of the access of any of the Authorised Users;
 - (e) the use to which the Authorised Users put the PEAK Platform or the Services;
 - (f) setting up and launching use of the PEAK Platform or the Services except to the extent to which CIM agrees to assist the Customer do so; and
 - (g) providing sufficient (having regard to the nature of the Customer's business) telecommunications bandwidth and security for the computer network by which the PEAK Platform or the Services is accessed.
- 5.4 Unless otherwise permitted by the Law, the Customer must not (and must ensure that Authorised Users must not):
 - (a) resell, reframe, distribute or on-sell the PEAK Platform or any of its functions, modules or documentation;
 - (b) include the PEAK Platform or any of the functions or modules in any service bureau or outsourcing or managed service offering;
 - (c) modify or adapt or create copies or derivative works of CIMs documentation or functionality of the PEAK Platform;
 - (d) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the PEAK Platform;
 - (e) build a competitive application or service;
 - (f) copy any features, functionality or graphics of CIM documentation, or the PEAK Platform;
 - (g) use the PEAK Platform to access services or modules other than the modules the Customer is authorised to use;
 - (h) assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the PEAK Platform or the Services on behalf of any third party or make available the same to any third party;
 - (i) remove or alter any copyright or other proprietary notice on any of CIM documentation, or the PEAK Platform;
 - (j) sub-licence, assign, novate or otherwise part with the benefit or burden of the Agreement in whole or in part;
 - (k) sub-licence the use (in whole or in part) of the PEAK Platform or the Services; or
 - (l) deal in any other manner with any or all of its rights and obligations under the Agreement.
- 5.5 The Customer is responsible for managing issue, supervision and security of passwords issued to Authorised Users and must take all other actions as CIM reasonably instructs to maintain or enhance the security of the PEAK Platform and the Authorised Users' access.
- 5.6 The Customer must comply with CIM Policies and any instructions given to the Customer by CIM in CIM documentation.
- 5.7 The Customer must take all reasonable precautions to ensure that it maintains the security of its access to the PEAK Platform. Without limiting the generality of this obligation, the Customer must not allow any person other than an Authorised User to access the PEAK Platform.
- 5.8 The Customer is responsible for Authorised Users' use of the PEAK Platform. Accordingly, the Customer must:
 - (a) ensure all Authorised Users comply with this Agreement and CIM Policies;
 - (b) co-operate in all matters relating to this Agreement with CIM;
 - (c) provide in a timely manner such information as CIM may request and ensure that all such information is accurate in all material respects;
 - (d) implement and enforce a policy prohibiting the use of any single user login by more than one person and notify CIM as soon as Customer becomes aware of a breach of this policy;
 - (e) ensure that its network and systems comply with any required prerequisite technical specifications no later than the Start Date or such other deadline agreed between the parties in writing from time to time;
 - (f) be liable for any acts or omissions of Authorised Users;



- (g) be solely responsible for procuring and maintaining its Building Management Systems, monitoring equipment, network connections and telecommunications links from its systems to any third party's data centres, and all problems, conditions, delays delivery failures and all loss or damage arising from or relating to the Customer's network connections or telecommunications links;
- (h) be solely responsible for the selection of the Building Management Systems and monitoring equipment to ensure it is suitable to meet the individual requirements of the Customer; and
- (i) be solely responsible for all problems, conditions, delays delivery failures and all loss or damage arising from or relating to the Customer's Building Management Systems and monitoring equipment.

6. Proprietary Rights

- 6.1 Intellectual Property means all (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs, mask works, compilations, tables, manuals, advisory notices and other literary works and cinematograph films) and applications thereof, (iv) trade secrets, know-how and other confidential information, (v) waivable or assignable rights of publicity, waivable or assignable moral rights and (vi) unregistered and registered design rights and any applications for registration thereof; and (vii) database rights and all other forms of intellectual property a party creates or to which it acquires rights.
- 6.2 CIM is the sole and exclusive owner of, and retains all right, title and interest in, the CIM Device, the PEAK Platform and all Intellectual Property embodied in them as well as in CIM Data, together with the right to sub-license others in respect thereof. CIM may also use hardware and software components provided by third parties in the development and provision of the PEAK Platform and of CIM Data. Nothing in this Agreement confers any right, title or interest in the CIM Device, the PEAK Platform or the CIM Data on the Customer and/or any Affiliate, except the right to use the CIM Device, the PEAK Platform and the CIM Data provided to Customer by CIM in accordance with the terms of this Agreement.

7. Confidential Information

- 7.1 Confidential Information means all information relating to the business, clients, policies, strategies, practices, or procedures of either party, together with its Intellectual Property, and rules created in conjunction with the Customer. Notwithstanding the foregoing, Confidential Information does not include information which:
- (a) is or becomes public knowledge through no fault of the other party;
 - (b) has been independently acquired or developed by the other party; or
 - (c) is required to be disclosed by law.
- 7.2 The Customer acknowledges and agrees, on its own behalf and on behalf of its Affiliates and Authorised users, that the grant of access and provision of the Services is subject to the following conditions, namely, that Customer will not without CIM's express prior written permission:
- (a) permit individuals other than Authorised Users to access or utilise any part of the PEAK Platform;
 - (b) modify, translate, reverse engineer, decompile, disassemble or create derivative works from any part of the PEAK Platform; or
 - (c) use or attempt to use any part of the PEAK Platform, either alone or in conjunction with any device program or service, in a manner intended or designed to circumvent technological measures employed to control access to, or the rights in, the PEAK Platform, the Machine Level Data or any alerts or faults.

7.3 The parties agree that they will:

- (a) not use nor permit the use of the other party's Intellectual Property or Confidential Information except as contemplated by this Agreement;
- (b) ensure that all of their employees, officers and agents who receive or have access to Confidential Information are bound under the terms of their employment, engagement or agency, before they receive or are granted access to any of the Confidential Information, in the same manner and to the same extent as the recipient is bound by this Agreement, as if they were the recipient;
- (c) keep the other party's Confidential Information secret and confidential; and
- (d) not, directly or indirectly disclose the other party's Confidential Information to any other person or publish, use, reproduce, copy or allow the other party's Confidential Information to be published, used, reproduced, or copied to any other person except in connection with this Agreement.

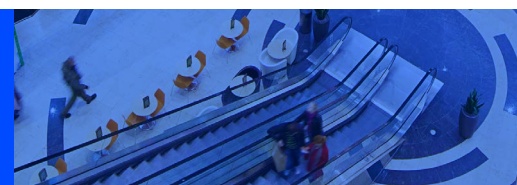
7.4 Neither party may issue press releases, announcements or statements attributable to the other party relating to this Agreement without the express prior written consent of the other party to the form and manner of the announcement or release, unless that announcement or release is required to be made by law or by the rules of a stock exchange. Customer consents to CIM's limited and reasonable use of Customer's name and logo solely to publicly acknowledge that Customer is a user of the Services and the Peak Platform.

7.5 Each party agrees that it will do all things within its power to protect the Intellectual Property and Confidential Information of the other party, including:

- (a) notifying the other party as soon as possible if it becomes aware of any infringement or threatened infringement of the Intellectual Property and Confidential Information of the other party; and
- (b) executing all documents and taking all actions reasonably necessary to assist the other party in any proceedings or action taken by it to protect its Intellectual Property or Confidential Information.

8. Exclusion of Consumer and Other Warranties

- 8.1 "AS IS": CIM provides the Services on an "as is" basis. Although CIM agrees to use reasonable commercial endeavours to ensure accuracy and reliability of the Services, CIM does not warrant the accuracy of the Machine Level Data or the CIM Data, or any other Information provided to Customer as part of the Services, and is not liable for inaccuracies or omissions whether caused through failure of the PEAK Platform or caused through inaccuracies, omissions, or other technical failure of data supplied to CIM by third parties or Customer.
- 8.2 Exclusion: Customer acknowledges that Services do not include any goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption and, accordingly, except as expressly provided in these Standard Terms and Conditions, and to the full extent permitted by law, all express or implied warranties, representations, and statements regarding the Services and their use or utility (including without limitation their merchantability or fitness for any particular purpose) are hereby expressly excluded. To the maximum extent allowed by Law, CIM disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the foregoing, CIM specifically does not warrant that the PEAK Platform or the Services will meet the requirements of Customer or others or will be accurate or operate without interruption or error. Customer acknowledges that in entering this Agreement, it has not relied on any promise, warranty, or representation not expressly set forth in this Agreement.



9. Limitation of Liability

- 9.1 Subject to clauses 8 and 9.2, but only to the extent permitted by applicable law, the aggregate liability of either party to the other party (either directly or as a third party defendant in any action or proceeding) for any claim arising out of or relating to this Agreement or the provision of the Services under this Agreement is limited to the aggregate Fees paid by the Customer to CIM in the 6 months ending with the date of the breach or representation.
- 9.2 To the extent permitted by applicable law, in no event shall either party be liable to the other party for any loss of revenue, loss of profits, cost of cover, loss of business opportunity loss of anticipated savings loss of goodwill or any other special, incidental, consequential, indirect or punitive damages, however caused and regardless of theory or liability, including negligence, notwithstanding that either party has been made aware or advised of the possibility of such damages.
- 9.3 The liability cap outlined in clause 9.1 does not apply to any claim made by one party against the other arising out of:
- (a) Any liability that cannot be excluded by law;
 - (b) Breach of Intellectual Property rights;
 - (c) Breach of Privacy Laws;
 - (d) Breach of confidentiality;
 - (e) Negligence or wilful misconduct by the other party;
- 9.4 The PEAK Platform is not designed for any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other management or operation of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical, property, or environmental damage (each, a "High Risk Activity"). CIM, its licensors, and suppliers expressly disclaim all warranties of fitness for any such use.

10. Insurances

- 10.1 CIM will, at its own expense, obtain and maintain the following insurance:
- 10.2 A policy covering public risk and products liability which will:
- (a) be in the name of CIM and provide for a minimum cover of ten million dollars (\$10,000,000) for each accident, claim or event in the annual aggregate for products liability and up to \$20M in the aggregate for public liability;
 - (b) extend to cover any liability for the death of, or injury to, any person or damage / loss of use to any person's property arising out of or in the course of or caused by the provision of the Services by CIM or as a result of an act or omission of CIM, its agent, licensee, employee or representative.
- 10.3 A policy covering breach of professional duty (Professional Indemnity) by CIM, its employees, agents or subcontractors which will be in the name of CIM and provide for a minimum cover of one million dollars (\$1,000,000) for each accident, claim or event up to a maximum of \$10M per year.
- 10.4 Workers Compensation insurance to the full extent of CIM's liability under the relevant Workers Compensation Act.
- 10.5 CIM will, if requested by the Customer, provide the Customer with reasonable evidence that the above policies are current and effective during the Term.

11. Fees

- 11.1 Customer must promptly pay all invoices submitted by CIM within 14 calendar days of the date of the invoice or the otherwise applicable due date specified in the Service Agreement and without any deduction or set off.
- 11.2 If a Fee is not paid by the Customer by the due date for payment the outstanding amount accrues interest from the date of invoice to the date payment is received at the rate of 12% per annum. Overdue payments and accrued interest are payable on demand.

- 11.3 All Fees payable by Customer during the Term may (at CIM's discretion) be increased by a minimum amount which is not less than the Consumer Price Index plus 1% with effect from the 1st January in each year.
- 11.4 If CIM agrees to provide additional services to the Customer (including training or Support which is supplementary to the technical support services provided by CIM) the Customer will pay Fees for the provision of those services as agreed in writing with the CIM.
- 11.5 Without limitation of clause 11.3, CIM may increase the Fees at any time and from time to time after the expiry of the Initial Term by written notice to the Customer. The increase will take effect 30 days after notice is given.
- 11.6 On CIM's request the Customer will cause Fees to be paid by providing to CIM an authority enabling CIM to directly debit the Customer's bank account for amounts due to CIM or such other payment method as may be authorised by CIM from time to time.
- 11.7 The Customer will, in addition to any other amounts specified in the Agreement, reimburse on demand to the CIM any charge incurred by CIM relating to a rejection by a bank or financial institution of the Customer's payment to the CIM.
- 11.8 Without prejudice to any other right or remedy CIM may have, if the Customer fails to pay CIM on the due date CIM may suspend the Customer's access to the PEAK Platform and receipt of Services until payment has been made in full. Time for payment is of the essence of the Agreement.

12. Taxes

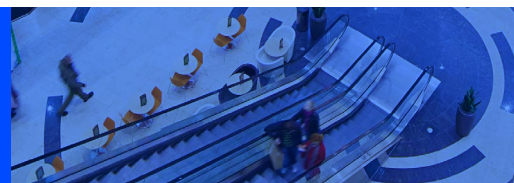
All prices and amounts set forth in this Agreement are exclusive of any tax, levy, or similar governmental charge, including without limitation Value Added Taxes and/or Goods and Services Tax (GST) that may be assessed by any jurisdiction on the supply of Services under this Agreement. Customer shall make all payments for Fees for the supply of Services under this Agreement without deduction or setoff of any kind, including, without limitation, any deduction for any sales, use, Value Added Taxes, Goods and Services Tax or other taxes of any nature or kind. If any such tax is imposed on any payment, Customer will bear such tax and/or gross up the amount payable to CIM, so that the net amount received by CIM is equivalent to the Fees and Charges set out in the relevant tax invoice.

13. Force Majeure

CIM is not, and may not be construed to be, in breach of this Agreement for any failure or delay in fulfilling or performing the Services when and to the extent such failure or delay is caused by or results from acts beyond CIM's reasonable control, including: strikes, lock-outs, or other industrial disputes; trespass, sabotage, theft or other criminal acts, export bans, sanctions, war, terrorism, riot, civil unrest, or government action; failure of Internet connectivity or backbone or other telecommunications failures, breakdown of plant or machinery; nuclear, chemical, or biological contamination; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "Force Majeure Event"). CIM will use reasonable efforts to mitigate the effects of such Force Majeure Event. CIM will give the Customer notice of the event as soon as practicable and will as soon as the event ceases to affect performance of the obligations under this Agreement resume compliance with the terms of this Agreement.

14. Termination

- 14.1 Subject to clause 14.2 the Agreement may not be terminated by the Customer during the Initial Term. After expiry of the Initial Term, the Agreement will continue until terminated by either CIM or the Customer giving to the other 30 days written notice.
- 14.2 This Agreement terminates:
- (a) if either party gives written notice of a material breach of this Agreement by the other party, and the breach is not remedied within 10 Business Days after receipt of the notice; or



(b) if either party goes into administration or liquidation either compulsorily or voluntarily (save for the purpose of solvent reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if either party makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things and additionally commits a breach of this Agreement and the other party gives notice that it elects to terminate this Agreement.

14.3 CIM may terminate this Agreement prior to the expiration of the Initial Term upon giving 30 days written notice to Customer:

(a) if CIM is unable for any reason successfully receive a data stream from which it can extract Raw Data; or

(b) if the business of CIM is materially affected by a change in ownership or in the way in which the business is operated.

In the event of termination by CIM under this clause 14.3, CIM will refund to the Customer a pro-rated portion of the Fees already paid to CIM by Customer which are attributable to the remaining balance of the Term.

15. Consequences of Termination

15.1 Upon termination of this Agreement each party will remove any reference to the other from its advertising and/or promotional material.

15.2 Any termination of the Agreement pursuant to clause 14 is without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at Law and must not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

16. Notices

16.1 Except as otherwise provided in this Agreement, all notices will be in writing and deemed given on: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the third business day after mailing; or (d) the first business day after sending by email, (provided that the sender has not received a message to the effect that email was not delivered or that the recipient is 'out of office', but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 12.00 noon (addressee's time) on the following Business Day.

16.2 Email will be sufficient for notices regarding a Claim or alleged breach. Notices will be sent to the address of the party as set forth in the Service Agreement or as subsequently advised in writing.

17. Governing Law

This Agreement is governed by the law in force in NSW, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

18. Definitions

Affiliate means any entity that controls, is controlled by, or is under common control with Customer.

Agreement means these Standard Terms & Conditions, the Service Agreement and any schedules, as amended from time to time by the parties in writing.

Authorised User means an individual nominated by Customer or any Affiliate as its authorised representative in relation to the PEAK Platform and Services licensed under this Agreement in accordance with the rules and policies applicable from time to time and who has completed any registration process required by CIM, accepted the Conditions of Use, and been assigned a User ID and Password by CIM.

Building Management System means a computer-based control system installed in buildings that controls and monitors the building's mechanical and electrical equipment such as (for example) ventilation, lighting, power systems, fire systems, and security systems.

Business Day means the hours 9am to 5.30pm Monday through Friday but excluding public holidays in the location of CIM's operation headquarters).

CIM means CIM Operations Pty Ltd (T/A CIM) of Level 3, 55 Harrington St, The Rocks, Sydney, 2000 ABN 14 169 162 243

Customer means the user of the PEAK Platform and recipient of any Services set out in this Agreement.

Data Outputs means data and insights provided to Customer by CIM within the scope of the Services.

Fees means the fees set out in Service Agreement.

Machine Level Data means Raw Data and Log Files described in Clause 4.

Raw Data has the meaning set out in Clause 4.

Services means the services described in Service Agreement.

Term means the Initial Term and any Renewal Term, as applicable, described in Service Agreement.

CONTACT

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