

Reseller Terms and Conditions

I Appointment

- (a) Subject to the terms and conditions of this agreement, Gasbot appoints Reseller, and reseller accepts the non-exclusive appointment as Reseller to Promote the Hardware.
- (b) **Promote** means to:
 - (i) promote, market and demonstrate the Hardware to prospective Customers; and
 - (ii) use Gasbot trade names, trademarks, service marks, symbols and logos (collectively, **Marks**) for the purposes of clause 1(b)(i) and in accordance with the requirements set out in this agreement.

2 Term

- (a) This agreement commences on the Commencement Date and continues for a period of 12 months, unless terminated under clause 20, and subject to any extension under paragraph **Error! Reference source not found.**
- (b) This agreement will automatically renew for successive 12 month periods provided the parties agree, in writing, to the extension no less than 30 days prior to the end of the then-current term.

3 Reseller obligations

3.1 General obligations

- (a) During the Term of this agreement, Reseller must:
 - (i) comply with the terms and conditions of this agreement and with all applicable Gasbot policies and procedures;
 - (ii) act in good faith and use reasonable endeavours to give Gasbot such assistance and co-operation as Gasbot reasonably requests in connection with the subject matter of this agreement; and
 - (iii) immediately inform Gasbot in writing of any alleged defect in the Hardware and any complaint, action or proceedings in relation to the Hardware.
- (b) Reseller represents and warrants that:
 - (i) Reseller will, and will ensure its Representatives, comply with all laws and regulations applicable to the performance of its obligations under this agreement;
 - (ii) Reseller will not make any representations or warranties on Gasbot's behalf;
 - (iii) Reseller has sufficient personnel and resources to perform its obligations under this agreement;
 - (iv) Reseller will use its best efforts to Promote the Hardware; and
 - (v) Reseller will perform Reseller duties and obligations in a diligent and business-like manner and refrain from any activity or action that may damage Gasbot reputation or the reputation of the Hardware.

3.2 Restrictions

Reseller will not:

- (a) disassemble, decompile or reverse engineer the Hardware or SaaS;
- (b) modify, disclose, alter, translate or create derivative works of the Hardware, SaaS, or any components thereof; or
- (c) cause or permit any user or third party to do any of the foregoing.

3.3 Annual review

- (a) Gasbot will conduct an annual review of Reseller's performance under this agreement each year, not more

than 60 days of the anniversary of the Commencement Date. This review will assess Reseller's performance against the Assessment Criteria. Reseller must provide all reasonable cooperation required by Gasbot to undertake and complete the review.

- (b) Where Reseller's performance does not meet or exceed all of the Assessment Criteria, Gasbot may withhold its agreement to any extension of the term of this agreement in which case, in accordance with clause 20.2(a), no Buy Out Price will be payable by Gasbot.

4 Ordering of Hardware

4.1 Order process

- (a) Reseller will submit orders for Hardware to Gasbot from time to time, in the form specified by Gasbot.
- (b) All Orders are final on confirmation from Gasbot, at which time no changes to Orders can be made unless approved by Gasbot in its sole discretion.
- (c) Under no circumstances is Reseller permitted to purchase Hardware from other Gasbot resellers.

4.2 Pricing and payment

- (a) The prices payable by Reseller for Hardware will be specified by Gasbot from time to time, and Gasbot may change the prices by notice to Reseller. The price list at the date of this agreement is set out in Attachment A.
- (b) The price for Hardware purchased by Reseller becomes:
 - (i) immediately payable at the time Reseller submits an Order for Hardware quantity totals equal to or less than 100; or;
 - (ii) Reseller submits an Order for Hardware quantity totals of 101 or greater
 - (A) a Deposit of 30% of the total order value is due on Order
 - (B) the balance of total order value is due prior to shipment

4.3 Delivery and risk; packaging costs

- (a) Reseller is responsible for all costs for freight, insurance and delivery of ordered Hardware to Reseller, which will be specified by Gasbot in the order confirmation.
- (b) Subject to Gasbot receiving payment in full for the Hardware the subject of an Order, Gasbot will deliver the Hardware to Reseller at the delivery address specified in the Order or make the Hardware available for collection to Gasbot's nominated address (if requested). Gasbot will purchase insurance for the Hardware during transit. Any delivery dates specified in an Order confirmation are estimates only and Gasbot is not obligated to deliver the Hardware on that delivery date.
- (c) Risk in the Hardware will pass to Reseller when the Hardware is shipped from the Gasbot premises. Where the Reseller collects the Hardware from Gasbot at a nominated site, risk in the Hardware will pass to the Reseller when the Hardware is loaded into the Reseller vehicle or such other means by which the Hardware will be transported by the Reseller.
- (d) Where the Reseller purchases Hardware in bulk, Reseller is solely responsible for putting individual items of Hardware into the packaging (if applicable), and the costs of any such packaging.

5 Sales process

5.1 General

- (a) Reseller must:

- (i) present the Agbot Terms and Conditions to each Customer who purchases Hardware at the point of sale, or where purchases are made remotely (eg, by telephone, online or email), as part of the process of completing the remote sale; and
 - (ii) ensure that the Agbot Terms and Conditions are accepted by the Customer prior to delivering the Hardware to the Customer.
- (b) Reseller is not an employee or agent of Gasbot and does not have the power or authority, directly or indirectly or through its servants or agents, to bind Gasbot to any agreement with any person except to the extent specified in this agreement.

5.2 Allocation of leads

Without limiting Reseller's obligations under clause 3, Gasbot may receive expressions of interest or enquiries from potential Customers from time to time and may, at Gasbot's sole discretion, allocate such expressions of interest and enquiries to any of Gasbot's reseller partners.

5.3 Hardware supply models

- (a) Gasbot offers two different commercial models for Customers to purchase Hardware:
- (i) **Outright Purchase**, where the Customer purchases the Hardware outright from Reseller, on upfront payment to the Reseller of the purchase price of the Hardware; or
 - (ii) **Hardware as a Service (HaaS)**, where Gasbot retains the title to the Hardware and makes the Hardware available to Customer for use by customer subject to the ongoing payment of fees paid to Gasbot (and where Reseller is paid a commission).
- (b) Some of the provisions in this agreement apply differently depending on whether Customer agrees to an Outright Purchase or HaaS model for particular items of Hardware, and this agreement indicates which provisions are applicable in each instance.

5.4 Sales process – Outright Purchase

This clause 5.4 applies to Outright Purchases only

- (a) Reseller may sell, and offer to sell, Hardware to prospective customers as an Outright Purchase.
- (b) Reseller is solely responsible for setting the price at which it sells Hardware as an Outright Purchase to Customer and for collecting payment from Customers for the Hardware. Gasbot may from time to time provide a recommended sales price for Outright Purchases of Hardware.

5.5 Sales process – HaaS

This clause 5.5 applies to HaaS only

- (a) Subject always to compliance with all applicable Gasbot operations guide regarding the offering of Hardware as HaaS, and excluding any Gasbot competitors or customers that Gasbot has refused to supply (as notified by Gasbot to Reseller from time to time), Reseller may offer to supply Hardware to prospective customers as HaaS.
- (b) Where Reseller offers to supply Hardware to prospective customers as HaaS:
 - (i) it does so acting as Gasbot's agent and must strictly comply with Gasbot's operations guide regarding the offering of Hardware as HaaS;
 - (ii) Gasbot will repay to the Reseller the purchase price for the items of Hardware supplied to Customers as HaaS in accordance with Gasbot's operations guide ;

- (iii) Gasbot will pay to Reseller the HaaS Commission in accordance with this agreement.

- (c) Reseller must not negotiate contracts with any party in the name of or on behalf of Gasbot or agree any amendments to the terms of the Agbot Terms and Conditions.

6 Hardware faults

- (a) If Reseller identifies a potential fault in Hardware, Reseller may submit a return request to Gasbot in writing outlining the issue.
- (b) Where Gasbot reviews and confirms the presence of a fault, Gasbot will replace the faulty Hardware and may, in its discretion, require the Reseller to return the Hardware to Gasbot at Gasbot's expense.

7 Installation and support

7.1 Installation

- (a) Reseller must, if requested by a Customer, install and activate items of Hardware purchased by Customer at the Customer's nominated installation location. The performance of the installation services is subject to a separate agreement between Reseller and a Customer, and Gasbot has no rights or obligations under any such agreement.
- (b) Reseller acknowledges and agrees that the margin made by Reseller on Outright Purchases, and HaaS Commission on Hardware supplied as HaaS, is inclusive of compensation for provision of installation services for Customers within 100km of any of the Reseller's places of business in respect of that Hardware sold or supplied by Reseller.
- (c) Where a Customer requests the provision of installation services more than 100km from any of the Reseller's places of business, Reseller may charge installation fees provided that Reseller undertakes to act fairly and reasonably in setting any such installation fees.
- (d) While Gasbot will take reasonable care to ensure any provided installation instructions are clear, accurate and if followed correctly will allow the hardware to operate correctly, Reseller acknowledges and agrees that Gasbot is not responsible for installing the Hardware and does not provide installation services. Gasbot disclaims all responsibility to the maximum extent permitted by law for any issues, loss or damage arising out of or in connection with the installation of the Hardware.

7.2 Support

- (a) Reseller must provide training to Customers on the SaaS, including mobile applications, in accordance with the training policies and procedures specified by Gasbot from time to time.
- (b) Reseller must provide first level support to Customers on the Hardware and SaaS in in accordance with the support policies and procedures specified by Gasbot from time to time.
- (c) Gasbot may, from time to time, refer customers who purchased Hardware from Gasbot or another partner of Gasbot to Reseller in connection with the Reseller providing onsite Hardware support services. Where the customer and Reseller agree terms for the provision of such services, that will be subject to a separate agreement between Reseller and the customer and Customer will be responsible for the charges associated with those services.

8 Gasbot obligations

- (a) Gasbot may market and solicit Hardware sales through any channels of distribution at any time, as Gasbot deems desirable, and to promote, market and sell the Hardware in any manner that Gasbot deems desirable.

- (b) Gasbot reserves the right to modify or discontinue the Hardware at any time in its sole discretion.
- (c) Gasbot will make an online portal available to Reseller to access materials relating to the Hardware, SaaS and the arrangements contemplated in this agreement, including the operations guide. Gasbot may change or modify any of those materials and the portal from time to time.

9 Commissions payable to Reseller

9.1 Commission payments

- (a) In consideration for Reseller, and subject to Reseller, performing its obligations in accordance with this agreement, Gasbot will pay to the Reseller:
 - (i) the SaaS Commission; and
 - (ii) the HaaS Commission,
 in accordance with this agreement and Attachment B.
- (b) Gasbot will provide to Reseller a monthly report after the end of each calendar month detailing of SaaS Commissions and HaaS Commissions for that calendar month.
- (c) Gasbot will pay the SaaS Commissions and HaaS Commissions quarterly in arrears within 30 days of the end of each calendar quarter to an Australian bank account notified by Reseller. Gasbot will issue a Recipient Created Tax Invoice (as defined within the GST Law) to Reseller in respect of the HaaS Commissions and SaaS Commissions. Gasbot will ensure that Reseller receives a Recipient Created Tax Invoice issued in accordance with this clause no later than the time payment to Reseller is due under this Agreement.

9.2 Gasbot's buy out right

- (a) Gasbot may at any time, at Gasbot's option, cancel its obligations to pay any future SaaS Commissions and HaaS Commissions to Reseller for items of Hardware sold by Reseller and connected to the SaaS at the date Gasbot exercises that option, subject to the payment of the Buy Out Price.
- (b) The Buy Out Price will be determined in accordance with the following:
 - (i) the value of commission payable under clause 9, and
 - (ii) the ARR (Annual Recurring Revenue) commission value calculated per clause 9 for all HaaS and only renewed SaaS agreements times (x) a multiplier of 150 percent (1.5 times).

10 Payment disputes

Where either party in good faith disputes whether all or any amount invoiced by the other party is payable, the disputing party will notify the other party accordingly and may withhold the disputed amount until the dispute is resolved. However, the disputing party must pay all undisputed amounts. Any dispute over an invoice will be referred to the Channel Partners.

11 Tax

11.1 Taxes generally

- (a) Fees include all Taxes unless otherwise stated. Where **Taxes** means any taxes, charges, duties, levies or fees.
- (b) If Taxes are required by law to be withheld from any payment for any good or service provided by either party under this agreement, a party will deduct those Taxes from the amount payable and remit them to the relevant taxing authority. That party will provide the other party with details of any Taxes so remitted in accordance with the relevant taxation law.

11.2 GST

- (a) In this clause, the expressions consideration, GST, input tax credit, recipient, supplier, supply, and tax invoice have the same meaning given by the GST Law. **GST Law** has the same meaning given to that term in A New Tax System (Goods and Services) Act 1999.
- (b) Unless expressly stated otherwise, all amounts set out in this agreement are exclusive of GST.
- (c) If GST is payable on any supply made under this agreement by a party to another party the recipient must, subject to paragraph (d), pay to the supplier, in addition to and at the same time as the consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that consideration by the prevailing GST rate.
- (d) The supplier must issue a valid tax invoice to the recipient before any payment for a supply made by the supplier under this agreement is due.
- (e) Any reference to a cost or expense in this agreement excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party is entitled to an input tax credit.

12 Channel Partner

During the Term of this agreement, each party will maintain a channel partner lead who will be the party's representative for the facilitation of the objectives of this agreement and as a point of contact for any issues that may arise as a result of any matter related to this agreement. Each party's Channel Partner is set out in the Agreement Details.

13 Record keeping and audit

- (a) During the Term and for a three year period thereafter, Reseller must maintain records:
 - (i) with respect to respect to Reseller's compliance with the terms and conditions of this agreement; and
 - (ii) of Hardware Orders, stock on hand, and sales or subscriptions.
- (b) At Gasbot's request, Reseller must promptly provide copies of these records to Gasbot.
- (c) Gasbot and its Representatives will have the right to audit the records maintained by Reseller on no less than 48 hours' prior notice.

14 Marks

- (a) Each use of the Marks must be pre-approved in writing by Gasbot.
- (b) Except as set forth in this clause 14, nothing in this agreement grants to Reseller any right, title, or interest in or to the Marks, and all use of the Marks will inure solely to the benefit of Gasbot. Reseller will promptly notify Gasbot of:
 - (i) any use by any third party of the Marks; or
 - (ii) any use by any third party of similar Marks which may constitute an infringement or passing off of the Marks.
- (c) Gasbot reserves the right, in its sole discretion, to institute any proceedings against such third-party infringers and Reseller will refrain from doing so. Reseller will cooperate fully with Gasbot in any action taken by Gasbot against such third parties; provided however, that all expenses of such action will be borne by Gasbot and all damages which may be awarded or agreed upon in settlement of such action will accrue to Gasbot.

15 Marketing

- (a) Reseller must:
 - (i) conduct business in a manner that reflects favourably at all times on the Hardware and the good name, good will and reputation of Gasbot;
 - (ii) avoid false, deceptive, misleading, unethical, or illegal practices that are or might be detrimental to Gasbot, the Hardware, or the public; and
 - (iii) make no representations, warranties, or guarantees to third parties with respect to the specifications, features, or capabilities of the Hardware (except as expressly authorised, in advance and in writing by Gasbot).
- (b) Reseller is solely responsible for any and all other marketing, advertising and other costs and expenses of Reseller in performing its obligations under this agreement.

16 Intellectual property

- (a) Gasbot owns all right, title and interest in and to:
 - (i) the Hardware;
 - (ii) the SaaS;
 - (iii) the Marks; and
 - (iv) any and all IPR embodied in or related to the foregoing.
- (b) Gasbot reserves all rights not expressly granted in this agreement, and no licenses are granted by Gasbot to Reseller under this agreement, by implication, estoppel, or otherwise, except as expressly set out in this agreement.

17 Confidentiality

- (a) A recipient of Confidential Information may only use the Confidential Information of the discloser for the purposes of performing the recipient's obligations or exercising the recipient's rights under this agreement.
- (b) A recipient must:
 - (i) not disclose the Confidential Information of the other to any person except if this agreement permits;
 - (ii) not assist or permit any person to make any unauthorised use of the discloser's Confidential Information; and
 - (iii) take reasonable steps to safeguard the Confidential Information, including co-operating with the discloser as reasonably required to protect the confidentiality of its Confidential Information.
- (c) A recipient may disclose Confidential Information to:
 - (i) its Representatives on a "need to know basis"; or
 - (ii) any other person only with the discloser's prior written consent.

Before doing so, the recipient must ensure that those persons are aware of the confidential nature of the Confidential Information and are bound by confidentiality obligations consistent with this agreement.
- (d) On expiry or termination of the agreement, Reseller must destroy and certify the destruction of, all documents and other materials in any medium in Reseller or Resellers' Representatives possession or control which contain or refer to Gasbot Confidential Information provided by Gasbot to the Reseller under this agreement.
- (e) Notwithstanding any terms to the contrary in this agreement, any suggestions, comments, or other feedback provided by Reseller to Gasbot with respect to Gasbot and/or the Hardware (collectively, **Feedback**) will

constitute Confidential Information of Gasbot. Further Gasbot will be free to use, disclose, reproduce, license, distribute, and otherwise exploit the Feedback provided to Gasbot as it sees fit, entirely without obligation or restriction of any kind on account of IPR or otherwise.

18 Insurance

- (a) Reseller must procure and maintain the following insurances for the Term of the agreement:
 - (i) public liability insurance in the amount of \$20 million per claim;
 - (ii) professional indemnity in the amount of not less than \$5 million per claim; and
 - (iii) workers compensation and motor vehicle insurance as required by law, andprovide Gasbot with evidence of such insurances on request.

19 Liability and indemnity

- (a) Reseller indemnifies Gasbot and Gasbot employees, officers, agents and contractors from and against all losses, damages, liability, costs and expenses (including legal expenses on a full indemnity basis) sustained or incurred by those indemnified and which arise out of or in connection with:
 - (i) personal injury or death to any person or damage to, or loss of any tangible property caused or contributed to by Reseller or any of Reseller's Representatives;
 - (ii) any fraudulent or wilful misconduct by Reseller or a party acting on Reseller's behalf.
- (b) Neither party will be liable for any consequential losses or damages for claims, demands or proceedings under or in connection with this agreement. However, the foregoing does not preclude either party from recovering any loss or damage to the extent it may fairly and reasonably be considered to arise directly and naturally, that is according to the usual course of things, from the breach or wrongful act or omission giving rise to the relevant liability.
- (c) To the extent permitted by law, a party's liability to the other party under or in connection with the agreement is reduced to the extent, if any, to which the other party's acts or omissions cause or contribute to its own loss or damage.
- (d) The limitations and exclusions of the liability set out in this clause 19 apply regardless of the basis on which such liability arises, whether in contract, breach of statutory duty, tort (including negligence), in equity or under statute.

20 Termination

20.1 Termination rights

- (a) Gasbot may terminate this agreement:
 - (i) at any time without cause or liability by giving 30 days' notice in writing; or
 - (ii) immediately by written notice to Reseller if:
 - (A) Reseller sells, transfers or otherwise disposes of the whole or substantially all of the Reseller's business; or
 - (B) a Change of Control occurs in relation to Reseller without the prior written consent of Gasbot.
- (b) Without limiting any other rights which a party may have at law, either party may immediately terminate this agreement by written notice to the other party if the other party:

- (i) breaches a material term or condition of this agreement;
- (ii) breaches a non-material term of this agreement and fails to remedy such breach within 30 days of receipt of a written notice from the other party requiring it to do so; or
- (iii) becomes subject to an Insolvency Event.

20.2 Consequences of termination or expiry

- (a) Where Gasbot terminates this agreement under clauses 20.1(a)(ii) or 20.1(b), or withholds its agreement to an extension of the term of this agreement requested by Reseller where Reseller is in breach of any term of this agreement (including Reseller is not meeting or exceeding all Assessment Criteria), then Reseller's rights to receive, and Gasbot's obligation to pay, any Commissions cease immediately on termination of this agreement.
- (b) Where:
 - (i) Gasbot terminates this agreement under clause 20.1(a)(i); or
 - (ii) withholds its agreement to an extension of the term of this agreement requested by Reseller and Reseller is in compliance with the terms of this agreement, including the Assessment Criteria,
 then Gasbot shall pay the Buy Out Price calculated in accordance with clause 9.2.
- (c) The rights and obligations under any clause of this agreement which by its nature is intended to survive the termination or expiry of this agreement will continue in full force and effect after this agreement ends.

21 Restrictive Covenant

During the Term of this agreement and for one year after its termination or expiry, Reseller and its Representatives must not develop or promote a product, service or other offering that is the same as or similar to the Hardware or such other period that is held to be reasonable.

22 General

- (a) **Compliance with laws.** Reseller, and its Representatives, must comply with all laws and regulations applicable to the performance of its obligations under this agreement and shall indemnify Gasbot against any liabilities incurred by Gasbot as a result of Reseller, and its Representatives, breaching any such law or regulation.
- (b) **Subcontracting and assignment.**
 - (i) Reseller must not sub-contract any of the Reseller's obligations or assign any of Reseller's rights under this agreement without the prior written consent of Gasbot.
 - (ii) Gasbot may sub-contract any of Gasbot' obligations or assign any of Gasbot rights under this agreement without the prior written consent of the Reseller.
- (c) **Non-solicitation.** During the Term of this agreement and for one year after its termination or expiry, Reseller must not solicit or attempt to solicit, directly or indirectly, for employment or other services, any persons or entities employed or engaged by Gasbot during such period without Gasbot prior written approval.
- (d) **Notices.** Any notice or other communication that is required or permitted to be given under this agreement will be given in writing and may be delivered by hand or sent by mail to the applicable address specified in the Agreement Details or as otherwise advised from time to time.

- (e) **Set off.** Gasbot may reduce any Commissions or other amounts payable by Gasbot to Reseller under this agreement by any fee, credit, rebate, refund or other amount which is payable to Gasbot (including any Reseller-indemnified amounts).
- (f) **Entire agreement.** This agreement forms the entire agreement between Reseller and Gasbot in relation to its subject matter and replaces all previous agreements, arrangements, understandings, representations or other communications between the parties in relation to that subject matter.
- (g) **Variations in writing.** Except as specified in this agreement, any changes to this agreement must be agreed in writing by Reseller and Gasbot.
- (h) **Governing law.** This agreement is governed by the laws of Queensland, Australia. The parties submit to the jurisdiction of the courts of Queensland and the Commonwealth of Australia.
- (i) **No waiver.** No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted. A single or partial exercise of a right or remedy under this agreement does not prevent a further exercise of that or of any other right or remedy.
- (j) **Severability.** Any provision of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The remainder of this agreement will remain in full force and effect.
- (k) **Interpretation.**
 - (i) The words 'such as', 'including' and similar expressions are not used as nor are intended to be interpreted as words of limitation.
 - (ii) Unless context requires otherwise, a reference to a thing (including a chose in action or other right) includes a part of that thing.
 - (iii) Any prices and fees are in Australian dollars unless otherwise expressly stated.
 - (iv) Headings are for convenience only and do not affect interpretation.
- (l) **Counterparts.** This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

23 Definitions

Assessment Criteria means the criteria set out in Attachment C.

Agreement Details means the Agreement Details set out at the start of this agreement.

Agbot Terms and Conditions means that the terms specified as the Agbot Terms and Conditions and published by Gasbot from time to time.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Queensland.

Buy Out Price means the amount calculated in accordance with clause 9.2.

Change of Control means a change in the Control (as that term is defined by the *Corporations Act 2001 (Cth)*) of an entity from that which existed at the date of this agreement.

Channel Partner means the individuals identified as channel partners in the Agreement Details.

Commencement Date means the date so specified in item 1 of the Agreement Details.

Confidential Information means in relation to a party, information that is by its nature confidential, is designated by that party as confidential, or the other party knows or ought reasonably to know is confidential, and includes including any information relating to the financial affairs, assets or liability of a party, or any information relating to the internal management of a party, its personnel, policies, plans, strategies, customers, suppliers, products or services. Gasbot Confidential Information includes, but is not limited to:

- (a) the Hardware (and any portion thereof including installation and related manual documentation);
- (b) the terms and conditions of this agreement; and
- (c) the SaaS.

Confidential Information does not include information or material which:

- (a) is or becomes generally known to the public other than through a breach of this agreement;
- (b) at the time it was first disclosed to a party, was already in that party's lawful possession;
- (c) is developed independently by a party; or
- (d) is disclosed to a party by a third party entitled to disclose it.

Commission means the SaaS Commission and/or HaaS Commission payable to Reseller under this agreement and as set out in Attachment B.

Customer means an individual or entity purchasing the Hardware from Reseller.

GST Law has the meaning given in clause 11.

Hardware means the Agbot equipment as made available by Gasbot from time to time.

IPR means all industrial and intellectual property rights of any kind including copyright, patents, trade marks, design, moral rights and other proprietary rights.

Insolvency Event means an event by which a party is:

- (a) rendered insolvent;
- (b) placed in or under receivership, receivership and management, liquidation or official management or administration;
- (c) wound up or a resolution is made for its winding-up;
- (d) made subject to any arrangement, assignment or composition (otherwise than as a result of voluntary corporate reconstruction); or
- (e) subject to any other event that has similar effect to any of the events in the preceding paragraphs.

Marks has the meaning given in clause 1(b)(ii).

Promote has the meaning given in clause 1(b).

Representatives means, in relation to each party, any person acting for or on behalf of that party and includes any director, officer, employee, agent, contractor, legal advisor or professional advisor.

SaaS means the software-as-a-service made available by Gasbot from time to time for use in conjunction with the Hardware.

Taxes has the meaning given in clause 11.1(a).

Term means the period specified in item 2 of the Agreement Details.

Attachment A Price List

Per negotiated online order pricing (order by order)

Attachment B Commissions

Not Applicable

Attachment C Assessment Criteria**Customer Success**

- Customer Satisfaction
- Implementation Satisfaction
- Velocity of Onboarding/Service/Usage Metrics
- Channel Churn
- Consumption
- Portfolio Adoption (cross-sell, upsell)

Pipeline Activity Metrics

- Pipeline Value (within certain timeframes, usually measured by deal registration, applications, requests for quote, etc.)
- Opportunities per Partner
- Number of Partners With Active Pipeline
- Support Requests (SME, engineer, technician, underwriting, etc.)
- Lead Generation (not a great measure, but it's sometimes all you have for early measures)

Enablement Engagement Metrics

- Targeted/Enrolled Ratio
- Portal Logins (by whatever cadence is appropriate, usually monthly)
- Events Attended (virtual/in-person)
- Sales/Marketing Collateral Materials Sent/Used/Downloaded (this may make more sense for certain role types over others)
- Training Engagement/Certifications Attained
- To-Partner Communication Measures (sends, opens, clicks, etc.)
- Core Brand Training Pieces (think pieces you want everyone to know about)
- Use of MDF/Other Marketing Efforts