N-Tick Network Approved - Terms & Conditions governing the use of the N-Tick Seal

You, the applicant and manufacturer (Vendor) have sought to have your device(s) approved for listing on National Narrowband Network Communications Pty Ltd ACN 605 767 913 (NNNCo) online catalogue, the N-Showcase, so that end users can buy your devices with the confidence that they are suitable for use and connection to NNNCo's LoRaWAN network.

These Terms and Conditions govern regarding:

a. the process by which NNNCo is prepared to consider approving the Vendor's devices (N-Tick Network Approved Programme); and
b. the non-exclusive licence to affix NNNCo's proprietary N-Tick Seal on devices that have been approved by NNNCo for use with or connection to its LoRaWAN network.

The Vendor agrees as follows:

1. The Vendor warrants:

    a. it has legal right over the device and are authorised to make the application;
    i. that all information it has provided to NNNCo in respect of the N-Tick Network Approved Programme pursuant to the application are true and correct;
    ii. the device the subject of the application complies strictly with the operating regulations and guidelines stipulated by the local authorities. This, for example, includes, but is not limited to, US ISM or EU ISM regulations;
    iii. the device the subject of the application complies with LoRaWAN protocol 1.0.2 or greater [compliance with this standard is mandatory for all device connectivity and connectivity schemes across NNNCo's LoRaWAN network]; and
    iv. It will fulfil its requirements to fit with regional ISM regulations and carry warrant of fitness marks, i.e. FCC, ETSI, RCM respective to the localised deployment of devices and regional specifications where the device has been approved by NNNCo under this N-Tick Network Approved Programme.

2. Where a device has been approved by NNNCo pursuant to the N-Tick Network Approved Programme (**Approved Device**), NNNCo will advise the Vendor accordingly and the Vendor may then affix the Licensed N-Tick Seal on the Approved Device.

3. The Vendor acknowledges that:

   i. N-Tick Network Approved is based on interoperating with LoRaWAN standards as listed in the application and any changes or variation to the specifications listed in the application will nullify the approval; in that event, the Vendor needs to re-apply for approval of the modified device;
   ii. it is responsible to ensure that technical or product specifications of the device include the LoRaWAN device stack version and/or LoRaWAN protocol version, and that it will make them easily accessible to end users;
   iii. its devices must comply with NNNCo's network ecosystem and should not receive nor create interference or adversely impact the operation of other devices that are used with or connected to NNNCo's LoRaWAN network; and
   iv. make available to NNNCo and end users (where appropriate) such operation manuals, electrical safety certificates, radio regulatory approval stamps, payload descriptions and LoRaWAN certification to allow a more streamlined transition through the N-Tick Network Approved Programme.
   v. that NNNCo may publicly disclose such information that the Vendor has provided to NNNCo pursuant to its application to NNNCo to have its devices approved under the N-Tick Network Approved Programme, including but not limited to the identity and contact details of the Vendor, images and other technical specifications of the Approved Device and such other information that a reasonable end user may be required as part of its decision making process as to whether it wishes to buy the device from the Vendor and consents to the public disclosure of such information;
   vi. it does not derive any proprietary interest whatsoever in the N-Tick Network Approved Programme, the N-Showcase catalogue, N-Tick Seal or any other intellectual property rights associated with or arising from the N-Tick Network Approved Programme, all of which remain solely owned by NNNCo; and
   vii. that NNNCo does not warrant the sale of any Vendor Approved Devices. For the avoidance of doubt, NNNCo' sole obligation to the Vendor seeking to have its devices approved under NNNCo's N-Tick Network Approved Programme is to list Approved Devices onto its N-Showcase catalogue.

4. NNNCo may, without consultation with the Vendor, change the connectivity specification of its LoRaWAN network from time to time. Accordingly, NNNCo, may in its absolute discretion and at any time, make the determination as to whether the Vendor's device is suitable for use with or connection to its LoRaWAN network.

5. Vendor may not and warrants that it will not affix the Licensed N-Tick Seal on any non-Approved Device and will remove any affixed Licensed N-Tick Seal on any Approved Device where NNNCo has terminated the approval status of such devices.

6. NNNCo will only list an Approved Device that has a Licensed N-Tick Seal affixed to it on its N-Showcase catalogue and will remove the listing of the Approved Device from its N-Showcase catalogue where the approved status of an Approved Device and/or the use of the Licensed N-Tick Seal has been terminated.

7. NNNCo may terminate the approved status of an Approved Device and/or the use of the Licensed N-Tick Seal by the Vendor if there are changes or variation of the specifications of the Approved Device as originally submitted to NNNCo pursuant to the application.

8. NNNCo may, without notice, close its N-Showcase at any time and, in that event, the approved status of an Approved Device and/or the use of the Licensed N-Tick Seal is immediately terminated.

9. The approved status of an Approved Device and/or the grant of use of Licensed N-Tick Seal does not infer any liability or obligation on NNNCo and NNNCo does not accept any such liability or obligation to:

   a. support those devices. All moral, legal, technical and operational responsibilities pertaining to the Approved Devices including, but not limited to, all levels of technical and functional support for end users, continue to reside with the Vendor; and
   b. ensure that the device operates as per local guidelines or as per the advertised specifications.

10. The Vendor indemnifies NNNCo from and against all losses, damages, expenses and costs (on a solicitor and own client basis and whether incurred by or awarded against NNNCo) that NNNCo may sustain or incur as a result, whether directly or indirectly, of:

a. any breach of these terms by the Vendor including, but not limited to, a breach in respect of which NNNCo exercises an express right to terminated approval of a device or use of the Licensed N-Tick Seal;
b. any negligent act or omission or willful misconduct of the Vendor or its officers, employees and agents; or
c. any loss of or damage to any property or injury to or death of any person resulting, wholly or partly, from the Approved Device and/or to which the Licensed N-Tick Seal has been used by the Vendor.

11. These Terms and Conditions are governed by the law applicable in the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

NNNCo Contact Details:

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