

Sensera Systems

TERMS & CONDITIONS

August 1, 2019

These Terms and Conditions (the “Agreement”) outlines the terms and conditions applicable to your purchase, use and remedies available for the following Sensera Systems products and services:

- Products - including SENSERA SiteCloud Cameras, SiteCloud-AERIAL, Accessories, and related products that SENSERA may sell or rent and market from time to time.
- SiteCloud Service – Mobile and WiFi SiteCloud Service plans
- Renting – Rentals of SENSERA Products
- Website –Sensera Systems websites (www.senserasytems.com, webapp.senserasytems.com) or access to related online Services

Definitions:

- **Buyer** – shall mean Buyer and/or final user of the Products and Services for its own internal use.
- **Image Data** – Shall mean images, videos, locations or other metadata that is captured by a SENSERA Product or otherwise stored or accessible via the WebApp or SiteCloud Services
- **End User** – shall mean the Buyer and any contractors, employees, or affiliated parties that are authorized by the Buyer to use the Products and/or Services. Each End User shall agree to and comply with any applicable End User terms and conditions provided to such End User provided that in the event of a conflict, these terms shall govern.
- **Website** – shall mean www.senserasytems.com and webapp.senserasytems.com
- **Website User** – any user of Website
- **WebApp** – will mean the web application and related web server system, which in part delivers SiteCloud Service and provides certain features of Product and Service.
- **Products** - shall mean any SENSERA hardware sold or rented or provided as a service and used with SiteCloud Service (“SENSERA Devices”).
- **SiteCloud Service** – shall mean SiteCloud service whether on WiFi or Mobile.
- **Carrier** – means wireless carrier or carriers that may be providing cellular connectivity as part of Service.

1 BINDING AGREEMENT

EXCEPT AS OTHERWISE PROVIDED BELOW, THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THIS “AGREEMENT”) SHALL REPLACE ANY PRIOR AGREEMENT (IF ANY) and APPLY TO THE PURCHASE OR USE OF ANY PRODUCTS AND/OR RELATED SERVICES BY ANY PARTY FROM SENSERA SYSTEMS INC (“SENSERA”) OR AN AUTHORIZED RESELLER (RESELLER”).

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BUYER'S ACCEPTANCE OF DELIVERY OF ANY PRODUCTS, OR PAYMENT OF ANY PART OF THE PRICE, UNDER ANY PURCHASE ORDER PLACED WITH SENSERA OR A RESELLER OR ACCESS OR USE OF THE WEBAPP SHALL CONSTITUTE ITS EXPRESS ASSENT TO THIS AGREEMENT.

ANY PERSON ("USER") USING THE SERVICE AT THE REQUEST OF BUYER, INDICATED BY LOGGING IN OR ACCESSING THE SERVICE, WILL SERVE AS USER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. BUYER SHALL BE LIABLE FOR ANY BREACH OF THESE TERMS AND CONDITIONS BY A USER.

THIS AGREEMENT SHALL SUPERSEDE ANY INCONSISTENT OR CONTRADICTORY TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, IN ANY AND ALL REQUESTS FOR QUOTATIONS, PURCHASE ORDERS, ACKNOWLEDGEMENTS, CONFIRMATIONS OR OTHER PROCUREMENT DOCUMENTS (IN WHATEVER FORM OR MEDIUM) EXCHANGED BETWEEN BUYER, USER, OR WEBSITE USER AND SENSERA (COLLECTIVELY, "PROCUREMENT DOCUMENTS").

NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THIS AGREEMENT AND ANY SEPARATE WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED OFFICER OF EACH OF BUYER AND SENSERA ("SIGNED AGREEMENT"), THE TERMS AND CONDITIONS OF SUCH SIGNED AGREEMENT SHALL CONTROL AND SUPERCEDE THIS AGREEMENT EXCLUSIVELY AS IT RELATES TO THE PURCHASE OF THE PRODUCTS OR SERVICES.

NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT SHALL SUPERCEDE AS TO ANY USE OF THE WEBAPP OR ANY RELATED SUTECLOUD SERVICES OR STORAGE.

NO ADDITIONAL TERMS OR CONDITIONS APPEARING IN ANY PROCUREMENT DOCUMENTS SHALL BE BINDING ON SENSERA UNLESS SUCH ADDITIONAL TERMS OR CONDITIONS ARE APPROVED IN WRITING BY AN AUTHORIZED OFFICER OF SENSERA, OR ARE OTHERWISE INCLUDED IN A SIGNED AGREEMENT.

IN THE EVENT THAT YOU PURCHASED A PRODUCT FROM A RESELLER AND NOT SENSERA DIRECTLY, ANY REFUNDS OR RETURNS MUST BE INITIATED WITH THE RESELLER FROM WHOM YOU ACQUIRED THIS PRODUCT.

2 TERMS OF SERVICE

2.1 SITECLOUD SERVICE

SENSERA offers **SiteCloud Service** on a recurring monthly, and fixed-term basis.

SENSERA agrees to provide Buyer the purchased **SiteCloud Service**, where cellular coverage is available, at the rates, term, and frequency provided at the time of purchase from Sensera or a Reseller.

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2.2 SITECLOUD-AERIAL

SENSERA offers SiteCloud-AERIAL in-flight packages to be delivered on a schedule that is determined by the Buyer. The Buyer must have purchased SiteCloud Service in order to use purchased SiteCloud-AERIAL flights.

In order to execute the Service, the assigned site must be deemed “flyable”. Drone flight is regulated by the FAA and certain areas cannot accommodate flight (e.g. secure locations and locations at or near Airports). If the site is not considered “flyable” Seller cannot deliver the service. In this case, we will not accept an order and if an order has already been taken Seller will rescind it and/or provide a refund of payment.

Buyer :

1. Must provide a site contact name, address, phone number, and email.
2. Must accept, sign, and return provided acknowledgement form - SiteCloud-AERIAL Liability Insurance.
3. Create a SiteCloud account (if no account currently exists).

Flight plan execution may vary and change without notice depending on a variety of factors including on-site structures, topography, terrain and weather. Pilots are third party contractors to the Drone service provider and do not fall under the direct control of Seller. You agree that SENSERA is not liable for issues outside of SENSERA’s control relating to flight plan execution.

2.3 ACTIVATION, DEACTIVATION, TERMINATION

Service will begin when the Product is able to communicate with the SiteCloud Service or the customer requested activation date, whichever is earlier (“Activation Date”).

For recurring monthly plans, SENSERA requires a minimum of five (5) business days’ notice to terminate or suspend service (“Deactivation Date”). Charges for the service during the month of termination are non-refundable.

For fixed-period Service plans, Service will be terminated at the end of such Service Plan. No refunds shall be provided if Buyer elects to terminate prior to the end of the fixed-period service plan. Buyer may buy additional Fixed-period service plans or activate a recurring monthly service from Sensera prior to termination or expiration of the fixed-period service plan.

2.3.1 Rentals

For rental plans, the Term shall be from the date of receipt until such time as the notice of termination has been received and any applicable Devices provided hereunder have been returned to SENSERA. Buyer shall be responsible for any damage caused to such rented Devices outside of normal wear and tear. SENSERA reserves the right to charge then-current rates for replacement/repair of damaged, lost or stolen rental devices, up to the then-current published purchase price.

2.4 RECURRING MONTHLY SERVICE

Recurring monthly SiteCloud Service has an initial term of 1 month and starts on the Activation Date and will renew automatically each month on the first of each month (“Billing Date”) until

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Buyer has provided Sensera with a Deactivation Date in accordance with the termination provisions. Buyer will be able to use SiteCloud Service for any consecutive monthly period that has been paid in advance (or that has been paid in accordance with any different payment schedule that may be specified or agreed in writing as part of a particular rate plan).

2.5 DATA USAGE AND OVERAGES

Some SiteCloud Service plans include a monthly data limit. Data usage can be affected by various Product configurations and usages of the product including time-lapse picture frequency, on-demand pictures, videos, alerts, picture and video resolutions. SENSERA SiteCloud Service includes monitoring, display, and alerting when user SiteCloud Service plans are approaching data limits.

Buyer is ultimately responsible for modifying Product configurations so that Data usage remains within plan limits. Buyer will be charged for any Data overages according to the then-current overage terms in effect on the date of any overage.

2.6 SITECLOUD SERVICE AVAILABILITY

SiteCloud service may depend on wireless coverage for the area in which Products are being used. Coverage maps provide estimated wireless coverage areas outdoors; actual service area, coverage, and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in any SiteCloud Service may occur, and speed of service varies. You agree that SENSERA is not liable for problems relating to SiteCloud Service availability or quality as a result of factors outside of the control of SENSERA.

2.7 SITECLOUD-AERIAL SERVICE AVAILABILITY

Buyers of SENSERA SiteCloud AERIAL service shall be granted a refund for any unused Services in the event that such Services could not be provided in accordance with Buyer's request as a result of external factors such as weather, FCC regulations or other restrictions that may limit or prohibit the delivery of such Services.

2.8 MAINTENANCE & CLOUD SERVICE AVAILABILITY

To provide the best possible service to its customers, SENSERA periodically performs maintenance on its network. In some cases, this may require SENSERA to conduct either a planned or unplanned interruption of the SiteCloud Service. SENSERA will use commercially reasonable efforts to schedule maintenance outages in a way that minimizes the impact on customers, but SENSERA cannot guarantee that your SiteCloud Service will not be interrupted and cannot always give advance notice of such outages. You acknowledge and agree that SENSERA shall not be responsible for any losses or damages (of any kind) that may be suffered by you as a result of any SiteCloud Service interruptions due to maintenance outages.

Delivery of SiteCloud Service depends on computing and network resources being available from vendors used by SENSERA (e.g., Amazon Web Services). You acknowledge and agree that SENSERA shall not be responsible for any losses or damages of any kind that may be suffered by you as a result of SiteCloud Service interruptions.

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3 BILLING AND PAYMENT

3.1 BILLING FOR RECURRING SERVICE PLANS

For recurring service plans, one month of SiteCloud Service along with any portion of a month from the Activation Date to the Billing Date shall be due and payable at time of purchasing the SiteCloud Service. Recurring service plans will be invoiced on Billing Date for SiteCloud Service to be delivered that month.

Recurring service plans may have a valid credit card on file unless otherwise agreed in writing between Buyer and SENSERA. Credit cards will be charged at Billing Date. Invoices not paid within 30 days of invoice date will be considered past due.

SiteCloud-AERIAL: When the order is placed, SENSERA will submit an invoice detailing the flight package(s) and the number of flights purchased.

3.2 PAYMENT

All prices and payments for products and services sold by SENSERA to Buyer will be in United States Dollars. Payment terms are, at SENSERA's sole discretion, either cash in advance or cash on delivery, or where SENSERA expressly approves of an open credit arrangement, payment will be net thirty (30) days from the date of invoice. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed under law, whichever is lower.

SENSERA reserves the right to terminate performance of the service for any Buyer who has accounts that are past due. Buyer must pay in advance for any amounts past due, along with any costs or expenses incurred by SENSERA in connection with reactivation of the services or any related collection expenses, prior to reactivation of the service.

3.3 SHIPMENT

All products will be shipped by SENSERA Free on Board ("FoB Origin") Golden, Colorado. Title and risk of loss or damage to all products purchased under this Agreement will pass to Buyer upon shipment by SENSERA. Unless otherwise agreed in writing, SENSERA will select the carrier, the mode of shipment, the packaging and the extent of any insurance against loss or damage to the products during shipment, and the Buyer will be responsible for paying all transportation and insurance charges including any customs fees or duties. Depending on the availability of products in stock, SENSERA may delay delivery or make partial shipments of, and require partial payment for, the quantity of products specified in any accepted purchase order.

Buyer is responsible for transportation and insurance charges for the return of any Products to SENSERA whether for repair, or return at the termination of Rental.

3.4 RETURNS

Products purchased can be returned to the party from whom you purchased the Product within 30 days of purchase. Buyer may return the complete, undamaged, device in its original

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packaging and all of its components along with the original receipt. Buyer is responsible for any SiteCloud Service fees incurred prior to return or Deactivation. Buyer is responsible for shipping costs of returns.

3.5 RENTED PRODUCTS

SENSERA may offer certain products under rental. Buyer agrees to pay for any rented products at the agreed rates. Rentals may be offered on a month-to-month basis or for a fixed term.

For month-to-month rentals, the rental will terminate only when the rented products are returned to SENSERA. For fixed-term rentals, Buyer is responsible for returning rented products within 14 days of the rental term end date. Customer will be invoiced for any rented product not received by SENSERA within this period, at the then current published pricing for said product.

3.6 SITECLOUD-AERIAL – UNUSED FLIGHTS

SiteCloud-AERIAL packages are sold by number of flights. Unused flights may be used on any projects or sites that are deemed “flyable”. The Buyer must execute the unused flights during the Term of the Services, or within 18 months of purchase, whichever is sooner. Buyer understands that such credits for unused flights are not refundable.

4 USE AND ACCESS TO WEBAPP AND WEBSITE

The Service may include (a) network access (via cellular, WiFi or other means), (b) use of a web-based application to access the Products (“WebApp”) which includes a web-based server to manage the Products and provide certain features including data storage, Product configuration, and alerting.

4.1 COPYRIGHT

The Website and its content are protected by U.S. and/or foreign copyright laws and belong to SENSERA or its partners. Additionally, Buyer grants to SENSERA a license to use any copyrights that arise from the videos or Services in connection with SENSERA’s right to use such materials in accordance with this Agreement.

4.2 DATA RETENTION AND OWNERSHIP

Except as indicated below, all right, title and interest in all Image Data collected by Products and SiteCloud Service and/or stored by WebApp shall remain with SENSERA and shall be licensed to Buyer indefinitely for its use so long as Buyer has maintained its account in good standing and, in the case of rentals, has timely returned any applicable Devices. With respect to Image Data that was owned or otherwise assigned to Buyer under a prior agreement, Buyer hereby grants a perpetual, worldwide license to SENSERA to use the image Data to perform the Services, data analysis, artificial intelligence, the development or provision of new Products or Services, Product improvement, and related commercial uses including the right to sublicense such rights to one or more third parties under contract with SENSERA, in each case without additional restriction, limitations, royalties or payment of any kind.

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Furthermore, SENSERA systems reserves the rights to use selected samples, images, videos, and data collected as part of the Buyer's Service or Products, for optimization of product development, product research, data analysis, reporting, promotional and other marketing purposes, unless agreed to otherwise expressly agree in a writing signed by SENSERA and Buyer.

Upon termination of all SiteCloud Service by Buyer, Buyer shall have up to twelve (12) months to download any data, images or videos from WebApp and shall be responsible for any backup or archiving of data after that time. Following such period, SENSERA shall have no further obligation (but shall have the right) to retain or archive your data unless expressly set forth in the applicable Purchase Order between SENSERA and Buyer, or as required by law directly applicable to SENSERA or an order of the court in connection with ongoing litigation. Notwithstanding the foregoing, in the event that Buyer continues subscribing to SiteCloud Services, SENSERA shall retain all Buyer data for so long as Buyer remains an active and paying subscriber to one or more SiteCloud Services. Buyer shall reimburse SENSERA for the expense incurred by SENSERA in the event that it is obligated to retain as a result of Buyer's legal requirements or in connection with any formal litigation.

SENSERA shall not be responsible for any accidental or incidental loss of data archived as part of Service for any reason.

4.3 PASSWORD SECURITY

If you create a login on the Website or WebApp or SiteCloud Service, you are responsible for maintaining the confidentiality of your login identification and password information, and for restricting access to your computer. Buyer agrees to accept responsibility for all activities that occur under your login and password by any End User authorized by Buyer.

4.4 WEBSITE USAGE

Any person accessing this website ("Website User") agrees to the following terms of use of the Website (www.senserasystems.com and webapp.senserasystems.com).

SENSERA grants to Website User a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software, and documentation made available to Website User on or via the SENSERA Website subject to their consent to any additional terms or conditions that may be applicable to such materials pursuant to applicable end user terms set forth on the Website.

You may not create a link to any page of Website without the prior written consent of SENSERA, with exception of the "public URL" feature of the WebApp. SENSERA reserves the right to turn off access to the public URL feature of the WebApp, without notice, in certain cases of high traffic or abuse.

The Service may contain an SMS/Text message/alerting feature, which is triggered by certain configurations and conditions of the Product. SENSERA reserves the right to disable or limit this feature if the configuration or environment of the Product is causing excessive SMS/text

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message alerts. SENSERA shall not be responsible for any charges a Website User may incur to receive SMS/text messages from the WebApp.

The Website may contain hyperlinks to web pages of third parties. SENSERA shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own. The user of such web pages shall be at the sole risk of the Website User.

SiteCloud Service is required to store and access images and video created using SiteCloud-AERIAL service. SiteCloud WebApp and Website Terms and Conditions apply to all images and video created.

4.5 PRIVACY & CONFIDENTIALITY

SENSERA will not sell, share, or rent your personal contact information (other than as aggregated for research or product development purposes) to any third party or use your e-mail address for promoting 3rd party emails or marketing officers. Any emails sent by SENSERA will only be in connection with the provision, use, notification of the Services and Products including information about new products and services and changes to existing products and services. Buyer agrees that it has or will secure the permission of any individuals that may be captured in a photograph or video in accordance with these terms including, without limitation, privacy laws that may apply in any jurisdiction in which Buyer operates including, without limitation, the EU Privacy Directive, FCC requirements, international safe harbors and state privacy laws such as the California Consumer Privacy Act (CCPA) to the extent applicable to User's personal contact information.

Notwithstanding the foregoing, SENSERA will disclose or share User's personal contact information in order to comply with any applicable legal requirements including, without limitation, administrative investigations, subpoenas, or other court orders that require SENSERA to legally comply with such request. SENSERA agrees, provided it is permitted by the applicable request, to notify Buyer of any such request in advance of any disclosure and to provide Buyer with an opportunity to either consent to SENSERA's disclosure in connection to such request (by email or other writing) or to object to such request. In the event Buyer refuses to consent to such legal request, Buyer agrees to indemnify SENSERA for any costs, fees, fines or other expenses arising from such refusal and any expenses incurred by legal counsel necessary to formally object to or refuse such request. In the event that Buyer or User consents to SENSERA providing information in response to such request, SENSERA shall only provide User's contact information that is not otherwise already accessible by Buyer and the SENSERA deems is reasonably necessary to comply with such request. In the event that compliance with such request incurs more than five (5) hours of employee time and/or in excess of one thousand (\$1000) dollars of professional time (including legal support), SENSERA reserves the right to request reimbursement from Buyer for the fair market value of all employee time or professional expenses incurred in connection with such request.

4.6 FRAUDULENT USAGE

Buyer shall not engage in any of the actions listed below:

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- Use the Service for monitoring to provide life-sustaining medical care for any individual, including without limitation, use of the Service in health care and assisted living environments.;
- Attempt or assist another to access, alter or interfere with the communications and/or information of other data users;
- Rearrange, tamper or make an unauthorized connection with any Network of Carrier
- Use or assist others in the use of any unethical or fraudulent scheme, or by or through any other unethical or fraudulent means or devices whatsoever, with intent to avoid payment of, in whole or in part, any charges for Service;
- Use the Service in such a manner so as to interfere unreasonably with the use of the Service by one or more other Users or in a manner that violates the Acceptable Use Policy;
- Use the Service to convey information deemed to be obscene, salacious or prurient, or to convey information of a nature or in such a manner that renders such conveyance unlawful;
- Use the Service without permission on a stolen or lost device;
- Install any amplifiers, enhancers, repeaters or other devices that modify or otherwise affect the radio frequencies used to provide the Service;
- Use or alter, or attempt to use or alter, the Service for any non-data purpose, including but not limited to services which primarily offer voice communications; and
- Use the Service for monitoring of third parties without their permission, except in the case of a prisoner and parolee monitoring.
- Any use of Product or Service that violates Federal, State, or local laws or ordinances.

5 INSTALLATION AND SUPPORT

Buyer and Users each are responsible for the installation of the Products. It is the Buyer and User's responsibility to install the Product per all local codes, requirements, and applicable safety standards and rules. SENSERA shall not be responsible for any costs incurred by Buyer or User in connection with installation or deinstallation of products, including for replacement of products per Warranty terms.

6 WARRANTY

6.1 LIMITED WARRANTY - PRODUCT

SENSERA warrants the Buyer that any Devices purchased hereunder will be free from defects in design, workmanship, and materials under normal use for a period of two (2) years from the date of the original purchase ("Warranty Period").

The Buyer shall, without undue delay, notify SENSERA of any defect, which appears in accordance with SENSERA'S return handling procedures. SENSERA shall have no obligation to repair or replace any Product that is not sent in compliance with such return handling procedures. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by SENSERA within the Warranty Period, the sole remedy of

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the Buyer and SENSERA'S sole and exclusive liability shall be limited to, at SENSERA'S sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the Product with a new or refurbished unit. Buyer shall be responsible for any transportation charges. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of SENSERA and must be returned to SENSERA. In the event of rentals, SENSERA shall agree to replace any defective rental Devices during the Term of the rental period. Any repair or replace obligations hereunder shall be considered met provided the replacement unit includes features or functions that are similar or identical to original Device.

6.2 EXCLUSIONS AND LIMITATIONS

This Limited Hardware Warranty does not apply (i) if the product has been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the product or (b) carried out with SENSERA'S prior consent in writing, (ii) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from SENSERA, (iii) to cosmetic damages, (iv) if the product has been tampered with, (v) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, environmental conditions outside the specified ranges, or lack of responsible care, (vi) if the product has had the model or serial number altered, defaced or removed, (vii) to damage that occurs in shipment or from improper storage or transportation, (viii) to damages by any other cause not related to defective design, workmanship and/or materials.

7 DISPUTE RESOLUTION/ARBITRATION

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Colorado or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in a relevant industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

8 LIABILITY LIMITATION

8.1 EXCLUSIVE REMEDY; LIMITATION OF LIABILITY

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR (i) OUR, OR OUR DEALER'S, AGENT'S, REPRESENTATIVE'S, VENDOR'S, OR SUPPLIER'S FAILURE TO

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PROVIDE YOU WITH SERVICE OR SENSERA'S FAILURE TO PERFORM HEREUNDER SHALL BE YOUR RIGHT TO HAVE SENSERA RE-PERFORM SUCH SERVICE. UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, OR (ii) ANY FAILURE, MALFUNCTION, DEFECT, OR OTHERWISE RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH ANY PRODUCT, OR OTHER EQUIPMENT SUPPLIED OR PROVIDED BY SENSERA, SHALL BE YOUR RIGHT TO HAVE SENSERA REPAIR, OR HAVE REPAIRED, REPLACE, OR HAVE REPLACED, SUCH PRODUCT, OR OTHER EQUIPMENT.

UNLESS THE EXCLUSIVE REMEDY SET FORTH IN THE PREVIOUS SENTENCE IS PROHIBITED UNDER APPLICABLE LAW, YOU AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST THE SENSERA PARTIES, OR ANY SUPPLIER, AGENT, DEALER, REPRESENTATIVE, VENDOR OR MANUFACTURER, TO THE MONTHLY SERVICE OR OTHER CHARGES YOU PAID FOR THE APPLICABLE SERVICE OR, IF PURCHASED FROM SENSARA, THE PRICE OF THE PRODUCT. AS A MATERIAL PART OF THE CONSIDERATION PAID BY YOU FOR THE SERVICES PROVIDED BY SENSERA OR ANY SUPPLIER, AGENT, DEALER, REPRESENTATIVE, VENDOR OR MANUFACTURER OF SENSERA, UNDER THIS AGREEMENT, AND NOTWITHSTANDING ANY OTHER PROVISION HEREOF, YOU AGREE THAT UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES, TO THE FULLEST EXTENT THE SAME MAY BE DISCLAIMED BY LAW. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS EXCLUSIVE REMEDY, LIMITATION, AND WAIVER ALSO APPLY TO ANY CLAIMS EITHER PARTY MAY BRING AGAINST THE OTHER PARTY TO THE EXTENT THAT IT WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER THEORY. YOU AGREE THAT THE FOREGOING ALLOCATION OF RISK SHALL, IN THE EVENT OF SENSERA'S INABILITY, DESPITE GOOD FAITH EFFORTS, TO PROVIDE THE SERVICES OR THE PRODUCTS, REMAIN IN EFFECT REGARDLESS OF WHETHER THE EXCLUSIVE REMEDIES PROVIDED FOR UNDER THIS SECTION THEN SATISFY THE ESSENTIAL PURPOSES FOR WHICH THEY WERE INTENDED, OR OTHERWISE PROVIDE YOU WITH A FAIR QUANTUM OF RELIEF.

8.2 DISCLAIMER OF WARRANTY: SERVICES

EXCEPT AS STATED IN SECTION 6 ABOVE WITH RESPECT TO A VALID WARRANTY CLAIM, SENSERA AND ITS VENDORS AND SUPPLIERS ("SENSERA PARTIES") MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO BUYER IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO YOUR USE OF THE SERVICE. YOU ACKNOWLEDGE THAT SERVICE INTERRUPTIONS

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WILL OCCUR FROM TIME TO TIME AND AGREE TO HOLD THE SENSERA PARTIES HARMLESS FOR ALL SUCH INTERRUPTIONS. IN NO EVENT SHALL SENSERA PARTIES BE LIABLE FOR ECONOMIC LOSS, PERSONAL INJURIES, OR PROPERTY DAMAGE SUSTAINED BY YOU OR ANY THIRD PARTY ARISING FROM USE OF THE SERVICE OR THIS AGREEMENT.

8.3 DISCLAIMER OF WARRANTY: PRODUCTS

EXCEPT AS SPECIFIED IN SECTION 6 ABOVE WITH RESPECT TO VALID WARRANTY CLAIMS, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY SENSERA, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

8.4 INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless from any claims arising out of any breach of this Agreement, the End User Agreement, or violation of any laws or regulations or the rights of any third party (expressly including privacy rights) by you, any person on your account or that you authorized to use the Service.

9 INTELLECTUAL PROPERTY

9.1 LICENSE

Subject to Buyer's compliance with these Terms and Conditions, SENSERA grants Buyer a non-exclusive, non-transferable license to use the Hardware and Website during the Term and, so long as Buyer complies with the terms of this Agreement, is granted a perpetual, unrestricted and worldwide license to use any Image Data generated in connection with such Services and Hardware under this Agreement. The Services and any Products may be incorporated into and may incorporate itself, software and other technology owned or controlled by third parties. Any such third-party software or technology incorporated falls under the scope of these Terms and Conditions.

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9.2 INFRINGEMENT

You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of SENSERA or any third party. Except for a limited license to use the Services, your purchase of Services and SENSERA Devices does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of SENSERA or others related to the Services and SENSERA Devices; this intellectual property may be used only with SENSERA Service unless expressly authorized by SENSERA. You agree that a violation of this section harms SENSERA, which cannot be fully redressed by money damages, and that SENSERA shall be entitled to immediate injunctive relief in addition to all other remedies available. SENSERA in appropriate circumstances may in its sole judgment, suspend or terminate the Service of any subscriber, account holder or user who is in violation of these terms.

9.3 TRADEMARKS

You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on or in connection with the Website, Services and/or Products. Any third-party Intellectual Property included in the Website, Services, and/or Products are the property of the respective owner of such Intellectual Property and may be protected by applicable law. Nothing in these Terms of Service gives You any right or license to any trademarks and/or trade names (whether registered or unregistered), signs, logos, icons, slogans, banners, screen shots, trade dress, links or other brand features of SENSERA, including, without limitation "Sensera Systems", "SiteCloud" "LiveView", and Sensera System's logo without the prior written consent of SENSERA, which consent may be withheld in the sole discretion of SENSERA for any reason. If Buyer from time to time provides suggestions, comments and/or other feedback to SENSERA with respect to SENSERA or the Products or Services, SENSERA may, in connection with any of its products or services, freely use, copy, disclose, license, distribute and/or exploit any such suggestions, comments and/or other feedback in any manner and without any obligation or restriction based on intellectual property rights or otherwise. SENSERA will retain sole ownership of any such suggestions, comments and/or other feedback and Buyer will not provide any such suggestions, comments and/or other feedback subject to any terms that would impose any obligation on SENSERA or any of its customers or partners.

10 CARRIER TERMS

Some of SENSERA'S products and services utilize mobile wireless services from wireless carriers ("Carrier"). The following terms and conditions apply to use of wireless service that may be part of SENSERA'S Services.

Buyer has no contractual relationship with Carrier and Buyer is not a third-party beneficiary of any agreement between SENSERA and Carrier. Buyer understands and agrees that Carrier or SENSERA shall have no legal, equitable or other liability of any kind to the Buyer.

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Buyer acknowledges that the Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation, and repairs of transmission Network. Buyer agrees that Carrier or SENSERA or its Agents shall not be responsible for such interruptions of the Service or the inability to use the Service within or outside the Territory. Buyer understands that Carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.

Buyer expressly understands and agrees that the liability and obligations of SENSERA or its Agent to Buyer under this agreement for Services may be strictly controlled and limited by Carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Buyer's exclusive remedy and the total liability of Carrier, SENSERA, or its Agents and/or any supplier of services to SENSERA arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to damages in an amount equal to the amount paid by Buyer to SENSERA for Services in the six (6) month period preceding receipt of your written claim for damages by SENSERA. In no event shall SENSERA, the or its Agents and/or Carrier be liable for any cost, delay, failure or disruption of the Service, lost profits, or incidental, special, punitive or consequential damages.

In no event shall SENSERA, or its Agent and/or Carrier be liable for the failure or incompatibility of Products utilized by Buyer in connection with the Service. Buyer shall use Products at its own risk.

In connection with any legal obligations as outlined above in respect to an information request. Buyer shall indemnify, defend, and hold SENSERA, its Agents, Carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way, directly or indirectly, in connection with the terms and authorizations set forth in this Agreement; the provision or use of the Service; or the use, failure to use or inability to use the Service. This provision shall survive the termination of this Agreement.

Buyer acknowledges that this Agreement is assignable by SENSERA or its Agents.

Service may be temporarily suspended or permanently terminated without notice in the event that SENSERA'S agreement with Carrier is terminated or in the event the Buyer violates the Carrier's Acceptable Use Policy or other Network rules and policies. Buyer waives any and all claims against the underlying wireless service carrier, including any roaming carrier, for such suspension or termination.

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BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT BUYER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SENSERA SYSTEMS AND THE UNDERLYING CARRIER. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO BUYER AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.