

Service Agreement

By using the Camalie Networks website, or any other services ("Service") operated by Camalie Networks LLC, you agree to be bound by the following terms and conditions of use ("Terms of Use"). Camalie Networks LLC reserves the right to update or change the Terms of Use from time to time without notice. Any new features that extend or enhance the Service, including the release of new tools and resources, shall be subject to the Terms of Use. Continued use of the Service after any of these changes shall constitute your consent to these changes. You can view the most current version of the Terms of Use at any time by visiting:

<http://CamilieNetworks.com/html/CNServAgr2.pdf>

Violation of any of the terms below will result in the termination of your Account.

By purchasing or using Camalie Networks' services you agree to be bound by these terms.

Service Description

Camalie Networks enables users to store time-series data from their Camalie Networks' wireless sensor network devices from anywhere in the United States and only from the United States ("User Data"). Camalie Networks does not select or screen User Data and does not verify its accuracy; this license does not imply or create any liability on the part of Camalie Networks LLC for User Data. ALL SERVICES, SOFTWARE AND INFORMATION ARE PROVIDED "AS-IS" AND "AS AVAILABLE". CAMALIE NETWORKS LLC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES.

Account Terms

- You must provide your legal full name, a valid email address for billing purposes.
- You are responsible for maintaining the security of your account and password. Camalie Networks LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this security obligation.
- You are responsible for all User Data posted and activity that occurs within your Account.
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You agree not to interfere with or disrupt our services or servers.
- You agree that we reserve the right to set limits on the number of transactions you may send or receive using our services at any time, with or without notice.
- You agree that our services may involve the transmission of your data over various networks and may require changes to conform to the technical requirements of connecting networks.

- By using our services, you agree that we may access and preserve your account information and any data associated with your account if required to so by law, if required to enforce any part of these terms, or to detect or prevent any fraud, security, or technical issues. User account names must not contain trademarks that are not under license by the registering party.
- All rights and interest in our intellectual property, including technology, shall remain solely and exclusively the property of Camalie Networks LLC.

Payment and Refunds Terms

- The initial month usage of Camalie Networks services is free.
- The Service is billed on a monthly basis. Each billing cycle starts on the day of the month that a user signed up or the day they change plans and ends one month later.
- Refund Policy: If you are not satisfied, you can request a refund. Camalie Networks will refund any charges made in the 30 days prior to your refund request, and cancel your subscription. You can request a refund by emailing mholler@pacbell.net. with the email address of the subscriber, the date of the charge, and the amount. It can take 1 to 5 days to review the request, after which we will send you a confirmation email.

Cancellation/Termination of Account

- Camalie Networks LLC, in its sole discretion, has the right to suspend or terminate your organization or user Accounts and refuse any and all current or future use of the Service, or any other service operated by Camalie Networks LLC for any reason, and at any time. Such termination of the Service will result in the deactivation or deletion of your Account or limited access to your Account, and the forfeiture and relinquishment of all User Data in your Account. Camalie Networks LLC reserves the right to refuse service to anyone for any reason at any time.

Modification to the Service or Prices

- Camalie Networks LLC reserves the right to modify or discontinue, temporarily or permanently the Service, its terms, or any part thereof, with or without notice.
- Prices of all Services, including but not limited to monthly subscription plan fees are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes on the Camalie Networks website (<https://CamalieNetworks.com>). In addition we will attempt to notify you at the primary email address we hold on record for you.
- Camalie Networks LLC shall not be liable to you or to any third party for any modification, price change, suspension or termination of the Service.

Limits on Liability

In no event shall Camalie Networks LLC be responsible or liable under this Agreement for (1) failure to record or store data or communications, (2) the loss or corruption of said data, (3) the recording or storage of incorrect data, (4) loss of revenue or anticipated profits, loss of business, loss of opportunity, loss of goodwill or injury to reputation resulting from the use of Our website, services, or products, (5) any losses suffered by third parties, (6) any indirect or direct damages resulting from the use of Our website or services, (7) any damages resulting from unavailability of its products, (8) damages resulting from improper or incorrect use of Our products, either alone or in conjunction with other third-party software or products, (9) damages resulting from any use not in accordance with all applicable laws, regulations, and guidelines, or (10) damages caused by defects or failures of third-party products or services.

Governing Law and Disputes

THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. The United Nations Convention on Contracts for the International Sale of goods shall not apply. Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. The parties agree that the courts of the State of California shall have exclusive jurisdiction over any claim, or dispute or controversy (whether in contract, tort or otherwise) against Seller, its agents, employees, successors, assigns or affiliates arising out of or relating to this document, Seller's Products advertising, or any related purchase. Customer agrees to appear in any such action and hereby consents to the jurisdiction of such court.

Relationship with parties that are independent contractors: This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of any payment obligation of Yours hereunder.

You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld). Subject to the

foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by both parties. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Surviving Provisions: All Provisions of these Terms which by their nature or meaning have applicability following the conclusion or termination of an Order shall survive in accordance with their respective terms.

Proprietary Rights

Ownership of Your Data: You exclusively own all rights, title and interest in and to all of Your Data.

Suggestions: We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

Mutual Indemnification

Indemnification by Us: We shall defend and hold You harmless from and against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim without your consent unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

Indemnification by You: You shall defend and hold Us harmless from and against any Claim made or brought against Us relating to any of the following: (i) a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the

intellectual property rights of a third party or violates applicable law, (ii) your modification of Our products or services, (iii) any breach by You of this agreement, (iv) any omission, misrepresentation, or negligence by You, (v) any damages to third parties caused by Our products or services that are sold or resold by you in breach of this agreement, or (vi) your failure to abide by all applicable laws or regulations, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Our expense.

Exclusive Remedy: This Section B.9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

Limitations of Liability

Limitation of Liability: EXCEPT WITH RESPECT TO INDEMNIFICATION CLAIMS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION B.5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

Exclusion of Consequential and Related Damages: IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL OR INJURY TO REPUTATION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.