

Terms and Conditions and Customer Agreement

Campbell Scientific, Inc.
Cellular Data Service Plan



Customer (as defined hereafter) has requested that Campbell Scientific, Inc. ("Campbell Scientific") provide Customer with access to and use of the Campbell Scientific Cellular Data Service Plan ("Service Plan") for the purposes set forth herein, and Campbell Scientific has agreed to provide Customer with access to and use of the Service Plan for the purposes set forth herein and subject to this Cellular Data Service Plan Terms and Conditions and Customer Agreement (the "Agreement"). Customer accepts this Agreement and these terms and conditions by engaging in any of the following: (i) agreeing to the Agreement in writing, by email, over the phone, or in person; (ii) entering into, agreeing to, and/or executing a Provisioning Order, Purchase Order, or like document for a Service Plan; or (iii) activating or utilizing a Service Plan. Customer agrees to be bound by and have its Service Plan subject to the terms and conditions of this Agreement, as may be modified by Campbell Scientific from time to time, in Campbell Scientific's sole and absolute discretion.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer hereby agrees as follows:

Definitions

Customer: "Customer" shall mean any purchaser of the Service Plan.

End User: "End User" shall mean any person or business entity who will operate, maintain, or benefit from the use of the Service Plan.

Machine-to-Machine: "Machine-to-Machine" shall mean the transmission of data using cellular communication between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Wireless Equipment: "Wireless Equipment" shall mean any cellular communications device manufactured by Campbell Scientific or a third party, and sold to the Customer by Campbell Scientific or one of its agents to be used exclusively for Machine-to-Machine data transmission.

Machine-to-Machine Line: "Machine-to-Machine Line" shall mean the wireless service for machine-to-machine transmission for a single piece of wireless equipment.

Wireless Service Provider: "Wireless Service Provider" shall mean any provider of wireless services that Campbell Scientific partners with to provide cellular data service to

the Customer for the purpose of Machine-to-Machine data transmission.

Customer Obligation

Customer shall ensure, represent, and warrant that all End Users are authorized to use the Service Plan, are aware of this Agreement and its terms and conditions, and that each such End User strictly complies with Customer's obligations under this Agreement and that the terms of any Customer's agreement with each End User are consistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement caused by an End User, Customer shall immediately notify Campbell Scientific and shall immediately suspend access to the Service Plan by such End User.

Service Level and Dependencies

Customer acknowledges and agrees that Customer's Service Plan is dependent upon the Wireless Service Provider continuing to provide and support its network, and waives any claims against Campbell Scientific resulting from discontinuation or failure by the Wireless Service Provider. Customer acknowledges that the Service Plan may be interrupted in the event of an interruption of the Wireless Service Provider network, and Customer waives any claims against Campbell Scientific resulting from the same. Customer further acknowledges that the Service Plan is available only within the applicable plan coverage areas, within operating range of wireless systems, and with equipment authorized by the Wireless Service Provider to operate on its network. Any failure of Campbell Scientific or its Wireless Service Provider to perform hereunder shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Campbell Scientific or its Wireless Service Provider's reasonable control.

Relationships

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN THE WIRELESS SERVICE PROVIDER AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND

CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

Authorized Usage

Customer agrees to use the Service Plan solely in connection with the operation of Wireless Equipment sold by Campbell Scientific, or its authorized agent, to Customer and applied to Machine-to-Machine communication systems with such devices installed within the Wireless Service Provider coverage area. Customer may not use the Service Plan for remote medical patient monitoring applications, or any other use not specifically authorized herein. Unless specifically authorized by Campbell Scientific in writing or by a separate contract, Customer may not sell, rent, lease, distribute, broadcast, sublicense, or otherwise assign this Agreement or any rights to the Service Plan to any third party(ies).

Equipment Modification

Customer acknowledges that Campbell Scientific provides certified Wireless Equipment to operate in accordance with the Wireless Service Provider's requirements for use on its network. Customer agrees that it will in no way alter the Wireless Equipment, and that doing so may result in termination of the Service Plan by Campbell Scientific.

No Illegal Use and Reservation of Rights

Customer may not use the Service Plan for any illegal purpose. Customer acknowledges that the sale of the Service Plan to the Customer does not transfer to the Customer title to or ownership of any intellectual property rights of Campbell Scientific or its suppliers.

Export Regulations

Customer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities, and not to transfer, or encourage, assist or authorize the transfer of the Service or Wireless Equipment to a prohibited country or otherwise in violation of any such restrictions or regulations.

Term and Termination

Customer acknowledges that the initial term of the Service Plan is for a period of one year from the date the Customer's Service Plan account is activated by Campbell Scientific and the Machine-to-Machine Line is provided to Customer by Campbell Scientific (which will typically occur at the time of shipment of the Wireless Equipment) ("Term"). Customer agrees that Campbell Scientific will automatically renew the Term of the Service Plan for

successive one-year periods unless the Service Plan is terminated by either party, in writing, at least 30 days prior to the automatic renewal date, or otherwise in accordance with the terms of this Agreement. Customer authorizes Campbell Scientific to renew the Service Plan as specified by the Customer in the Cellular Data Service Provisioning Order form.

This agreement applies to each Machine-to-Machine Line purchased by the Customer. Campbell Scientific may, at Campbell Scientific's option, terminate or suspend any and all of Customer's rights under this Agreement and discontinue the Service Plan, automatically and without notice from Campbell Scientific to Customer, if (i) Customer fails to comply with any term of this Agreement, or fails to make payment of any amounts due hereunder or under the Provisioning Order (including, without limitation, data overage charges), (ii) Customer uses in excess of Customer's allotted and allowable data allowance during a periodic billing term (as such allowance is provided in the Provisioning Order Form), (iii) if Campbell Scientific's relationship with the Wireless Service Provider expires, terminates, or modifies its terms with Campbell Scientific in such a way that Campbell Scientific must change the way it provides the Service Plan under this Agreement, as determined by Campbell Scientific, (iv) Customer files for or is involved in any bankruptcy proceedings, whether voluntary or involuntary, or (v) to comply with the law or requests of governmental entities. In case of termination, Campbell Scientific may terminate providing the Service Plan to Customer, Customer must cease all use of the Service Plan, and Customer shall ensure that the Wireless Equipment does not register or attempt to register on the Wireless Service Provider's network. Campbell Scientific may immediately revoke Customer access to the Service Plan without notice and without refund of any fees. Campbell Scientific's failure to insist upon or enforce strict compliance with this Agreement does not constitute a waiver of any of its rights hereunder or at law or in equity.

Customer may terminate the Service Plan at any time upon written notice to Campbell Scientific. Upon termination by either Party, for whatever reason or for no reason at all, Customer is not entitled to any refund for payments previously made to Campbell Scientific, and waives any claims for a refund of any payments previously made.

Fees

Customer acknowledges that Campbell Scientific charges a fee for the use of the Service Plan. Campbell Scientific reserves the right to discontinue providing the Service Plan at any time or to otherwise change the terms and conditions applicable to the Service Plan at any time, including, but not limited to, with respect to (a) limiting the amount of data that may be utilized and/or transferred under the Service Plan, and (b) changing the amount and terms applicable for cellular data service charges.

Customer also acknowledges that the Service Plan has enforced limits on the amount of data utilized or transferred monthly, which, if exceeded, will result in additional fees to the Customer. All fees under this Service Plan are governed by Campbell Scientific's published pricing, pricing and fee terms on the Customer's Provisioning Order, and are incorporated by reference into this Agreement.

Additional Terms and Conditions

Customer acknowledges that it has read, and agrees to be bound by, Campbell Scientific's General Terms and Conditions (available at <https://www.campbellsci.com/terms>) ("General Terms and Conditions"). All such terms and conditions are incorporated herein by reference with the same force and effect as though fully set forth herein. In the event that the General Terms and Conditions conflict with this Agreement, the terms of this Agreement shall supersede and govern.

Taxes

Customer will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it upon or with respect to the transactions and payments under this Agreement.

Disputed Charges

In the event of disputed charges, Customer must, as soon as practicable following identification of such dispute, but not to exceed 60 days from the due date of the bill, provide written notice to Campbell Scientific, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Both parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification.

Disclaimer of Warranties

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE PLAN IS AT CUSTOMER'S SOLE RISK. CAMPBELL SCIENTIFIC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CAMPBELL SCIENTIFIC HEREBY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE PLAN, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CAMPBELL SCIENTIFIC OR AN AUTHORIZED REPRESENTATIVE OF CAMPBELL SCIENTIFIC SHALL CREATE A WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE PLAN IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THE ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, OR

AVAILABILITY OF ALL OR ANY ASPECT OF THE SERVICE PLAN IS NOT GUARANTEED, AND IS SUBJECT TO OUTAGES, TERMINATION, AVAILABILITY, RESTRICTIONS, AND/OR INTERFERENCE.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, LOSS OF BUSINESS, DIMINUTION OF GOODWILL, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE OTHER PARTY'S ENGAGEMENT TO PERFORM, USE OR INABILITY TO USE THE SERVICE PLAN, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY. BOTH PARTIES ACKNOWLEDGE THAT THE OTHER HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THE SAME IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IN ANY CASE, CAMPBELL SCIENTIFIC'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE PRORATED ANNUAL AMOUNT PAID FOR THE SERVICE PLAN FOR THE PERIOD DURING WHICH SUCH DAMAGE OCCURRED.

Applicable Law

The parties' commercial relationship and the terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Utah, USA without giving effect to the principles of conflicts of law. Campbell Scientific and its Customer hereby submit to the exclusive jurisdiction of any appropriate Court of the State of Utah, USA, to resolve any disputes or controversies which may arise under this Agreement, the Service Plan, or the parties' commercial relationship.

Severability

If any term or condition of this Agreement shall be deemed invalid, void, or for any reason unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

Amendment

Campbell Scientific reserves the right to amend any of the terms of this Agreement at its sole discretion by sending an amended Agreement in writing to Customer by first class mail or email as provided on the Customer's Provisioning Order. Customer's continued use of the Service Plan after the effective date of any such amendment shall be deemed the Customer's agreement to be bound by such amendment.

Notices

All notices, demands, approvals, requests, or other communications required or permitted hereunder shall be in writing and shall be delivered to the appropriate party at the address set forth below.

If to Campbell Scientific:

Campbell Scientific, Inc.
815 West 1800 North
Logan, Utah 84321
UNITED STATES

If to Customer: To the Customer's address provided in Customer's Provisioning Order.

Entire Agreement

This Agreement, the Provisioning Order, the Purchase Order, and the General Terms and Conditions contain the entire agreement between the parties with respect to the subject matter contemplated by the Agreement, and all other terms, conditions, and/or representations, whether written or oral, express or implied, are excluded. There are no warranties or representations except as expressly provided in the Agreement. The Agreement supersedes all prior agreements between Customer and Campbell Scientific concerning the subject matter contemplated by the Agreement. No failure or delay by a party to exercise any right it may have by reason of the default of the other party operates as a waiver of default and any waiver is effective only if in writing.

No Joint Venture or Partnership

The relationship of Customer and Campbell Scientific is that of independent contractors and neither Customer nor Campbell Scientific, nor their agents or employees, will be deemed to be the employees or agents of the other; nor

may Customer or Campbell Scientific bind the other or transact any business in the other's name.

Customer Representations, Warranties, Indemnities, and Covenants

Customer represents, warrants, and agrees that Customer: (i) has full power and authority to enter into the Agreement and to meet the terms and conditions of the Agreement, and Customer has obtained all necessary approvals to enter into this Agreement; (ii) is under no obligation, contractual or otherwise, to grant, and has not granted, to any third party any rights that would prevent Customer from performing its obligations under the Agreement; and (iii) except to the extent caused by the gross negligence or willful misconduct of Campbell Scientific, Customer shall indemnify, defend, protect and hold Customer harmless from any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, whether or not a formal legal action is filed, (including without limitation reasonable legal fees) (collectively, "Claims"), which Campbell Scientific may incur as a direct or indirect consequence of, arising out of, relating to or resulting from allegations of (i) any negligence, act, or omission of Customer, End User, or any of Customer's or End User's partners, affiliates, agents, employees, contractor, independent contractors, tenant, subcontractors, assigns, successors, or invitees of Customer or an End User; (ii) any negligent or willful act or omission of any of Customer and End Users; (iii) a default by Customer under the Agreement; (iv) the failure of Customer to perform any obligations as and when required by the Agreement; (v) any failure at any time of any of Customer's representations and warranties to be true and correct.



815 W 1800 N | Logan, UT 84321-1784 | (435) 227-9000 | www.campbellsci.com
AUSTRALIA | BRAZIL | CANADA | CHINA | COSTA RICA | FRANCE | GERMANY | SOUTH AFRICA | SPAIN | UK | USA