



License Agreement for Konect PakBus Router Service

NOTICE OF AGREEMENT:

This License Agreement for Konect PakBus Router Service (the “Agreement”) is a legal agreement between End User (as defined below) and Campbell Scientific, Inc. (“CSI”) for the license and use of the Konect PakBus Router Service. The Konect PakBus Router Service (“Router Service” as defined below) is licensed, not sold, to End Users of CSI pursuant to the terms and conditions of this Agreement, who purchased cellular modems from CSI. By either (i) clicking “Accept” to these terms when creating an account for use of the Router Service, or (ii) using the Router Service, End User agrees to the terms and conditions contained herein, and acknowledges that this Agreement is a legal agreement between End User and CSI only, and no other third parties. If End User does not agree to the terms of this Agreement, End User (i) should not click “Accept” when creating an account for use of the Router Service, and (ii) may not use the Router Service. End User agrees and acknowledges that End User’s creation of an account for use of the Router Service and any use of the Konect Router Service acknowledges that End User has read this Agreement, understands this Agreement, and agrees to be bound by the terms and conditions of this Agreement.

DEFINITIONS:

“CSI” means Campbell Scientific, Inc. a Utah company with headquarters in Logan, Utah.

“Router Service” means Konect PakBus Router Service, which is a cloud-based service used to facilitate routing of data packets and to manage communication between a CSI datalogger and a personal computer, mobile device, or other compatible device.

“End User” means the entity that has implemented use of the Router Service.

LICENSE FOR USE:

1. Use Rights: It is hereby understood and agreed that CSI is the owner of all rights, title, and interests in and to the Router Service, regardless of the media or form, including all copyrights, trademarks, patents, and trade secrets, and all Modifications (as defined below) thereto. End User acknowledges and agrees that through use of the Router Service, End User does not acquire any ownership rights in or to the Router Service. CSI grants to End User a license to use the Router Service only as expressly permitted in and subject to the terms and conditions of this Agreement, as CSI may change from time to time. This license is limited, non-exclusive, non-perpetual, revocable, and, unless specifically allowed in writing by CSI, non-transferable, and End User understands, acknowledges, and agrees that CSI may revoke, modify, terminate, or otherwise alter this License and/or the Router Service, as determined by CSI in CSI’s sole and absolute discretion. CSI reserves all rights not expressly granted in this Agreement. The terms of this Agreement shall apply to any upgrades, modifications, enhancements, customizations, supplements, updates, revisions, replacements, or derivative works to the Router Service (collectively, “Modifications”). End User may not (i) reproduce, display, download, modify, create derivative works of, or distribute the Router Service, in whole or in part, or make any Modifications to the Router Service; (ii) attempt to reverse engineer, decompile, disassemble, or access the source code for the Router Service, or any component thereof; (iii) permit any other party to access the Router Service; or (iv) access the Router Service via any means other than over the Internet using authorized login credentials obtained through the official registration website.

2. Technical Limitations: End User shall only access and utilize the Router Service through a “Key” received by End User from CSI that may be provided to End User with purchase of a CSI cellular modem. End User must comply with documented technical limitations of the Router Service that only allow use in certain ways. End User may not work around them. Minimum system requirements or other factors may affect End User’s ability to use the Router Service, and CSI makes no warranties regarding End User’s ability to use the Router Service or compatibility with End User’s device(s).

3. Data Transfer Notices: CSI provides Internet-based services with the Router Service, and requires transmitting data over the Internet. It may change or cancel the Router Service at any time without notice to the End User.

4. Consent for Data Transfer: The Router Service requires transmitting data over the Internet. By using the Router Service, End User consents to the transmission of data and End User information. CSI does not use the information to identify or contact End User.

5. Computer Information: The Router Service uses Internet protocols, which send to the appropriate systems computer information, such as End User’s Internet protocol address to make the Internet-based services available to End User (the “Computer Information”).

6. Use of Information: CSI may use the Computer Information, error reports, malware reports and URL filtering reports to improve its software and services. CSI may also share it with others, such as hardware and software vendors. They may use the information to improve how its products run with CSI software and the Router Service.

7. Misuse of Internet-based Services: The End User may not use the Router Service in any way that could harm them or impair anyone else's use of them. The End User may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

8. Unauthorized Use of Keys: CSI may take any of these actions related to unauthorized use of keys: 1) prevent further activations, 2) deactivate, or 3) otherwise block the key from activation or validation. Key deactivation may require the customer to acquire a new key from CSI.

9. Required Connection: Each device must connect to the Router Service at least once every 30 days. If a user does not comply with this requirement, the functionality of the Router Service may be affected.

10. No High-Risk Use: The Router Service is not guaranteed to be error free or to operate uninterrupted. The End User does not have the right to use the Router Service in any application or situation where the Router Service's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High-Risk Use"). Examples of High-Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High-Risk Use does not include utilization of the Router Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. End User agrees to indemnify, defend, and hold CSI harmless from any third-party claim arising out of the use of the Router Service in connection with any High-Risk Use.

11. Scope of Use: End User may not:

- Use the Router Service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- Use the Router Service in a way that could harm it or impair anyone else's use of it;
- Falsify any protocol or email header information (e.g., "spoofing");
- Use the Router Service to send "spam" (i.e., unsolicited bulk or commercial messages), to distribute malware, or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.); or
- Remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Router Service.

ADDITIONAL TERMS

1. License Terms Updates: CSI may update the terms and conditions of this Agreement from time to time, as determined in CSI's sole discretion. Changes to these Agreement license terms that CSI either notifies End User of, introduces with updates or supplements, or is required by law to make, or that do not materially affect the use of the Router Service, will, in each such situation, apply immediately.

2. Router Service Suspension and Termination of Agreement: CSI may suspend Router Service in whole or in part, and terminate this Agreement, in any of the following circumstances:

- If CSI believes that End User's use of the Router Service represents a direct or indirect threat to CSI's network function or integrity or anyone else's use of the Router Service;
- If reasonably necessary to prevent unauthorized access to End User data;
- To the extent necessary to comply with legal requirements;
- If End User does not abide by the terms of this Agreement; or
- If CSI determines, in its sole and absolute discretion, to terminate or suspend the Router Service, or to revoke End User's license granted under the Agreement, for any reason or for no reason at all.

3. Suspension promise: Any suspension of the Router Service pursuant to this section shall apply to the minimum necessary portion of the Router Service and will only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.

4. Notice of suspension: CSI will provide notice before suspending the Router Service, except where CSI reasonably believes an immediate suspension is required.

5. Right to terminate: If End User does not fully address the reasons for the suspension within 30 days after suspension of the Router Service, CSI may terminate End User access.

6. Use of Other Web Sites and Services: End User may need to use certain CSI web sites or services to access and use the Router Service. If so, the terms of use associated with those web sites or services, as applicable, apply to End User's use of them.

7. Third Party Content and Services: CSI is not responsible for any third-party content End User accesses directly or indirectly via the Router Service. End User is responsible for its dealings with any third party (including advertisers) related to the Router Service (including the delivery of and payment for goods and services).

8. Communications Mechanism: End User agrees to only connect dataloggers using a communication method as outlined at <http://www.konectgds.com> or at an alternate site that CSI identifies.

9. End User Equipment: It is End User's responsibility to ensure that any equipment programmed to access the Router Service account is in working order and that any communication mechanism or device is in full working order and contactable by the Router Service.

MAINTENANCE AND SUPPORT:

CSI or its affiliated companies may, from time to time, at CSI's sole discretion, provide End User with support services related to the Router Service ("Support Services"). CSI reserves the right to alter, suspend, and terminate the Support Services at any time and for any reason. Use of the Support Services is governed by this Agreement and other CSI policies and guidelines as may be determined by CSI. No other third party, has any obligation to furnish maintenance and support services with respect to the Licensed Application.

Requests for maintenance, support, or other inquiries should be addressed to CSI or a Campbell Scientific company covering the End User's region, as noted in CAMPBELL SCIENTIFIC COMPANIES below.

DISCLAIMER OF WARRANTIES:

END USER EXPRESSLY ACKNOWLEDGES THAT THE USE OF THE ROUTER SERVICE IS AT END USER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE END USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ROUTER SERVICE IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND CSI DISCLAIMS ALL WARRANTIES, ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. CSI DOES NOT WARRANT THAT THE OPERATION OF THE ROUTER SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE ROUTER SERVICE WILL BE CORRECTED, AND IS NOT RESPONSIBLE OR LIABLE FOR THE SAME. WITHOUT LIMITING THE GENERAL NATURE OF THE ABOVE DISCLAIMERS OF WARRANTIES, CSI MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER THAT THE ROUTER SERVICE WILL BE AVAILABLE FOR USE, WILL MEET END USER'S REQUIREMENT FOR USE, OR THAT THE ROUTER SERVICE OR DOCUMENTATION OR GUIDELINES ASSOCIATED THEREWITH ARE ERROR FREE, OR THAT THE OPERATION OF THE ROUTER SERVICE WILL BE UNINTERRUPTED. END USER SHALL BE SOLELY LIABLE FOR TELECOMMUNICATION ACCESS COSTS AND OTHER SIMILAR COSTS, AND SHALL INDEMNIFY CSI FROM AND BE SOLELY LIABLE FOR CLAIMS BY ANY THIRD PARTY.

LIMITATION OF LIABILITIES:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM OR DAMAGES, IN NO EVENT SHALL CSI, OR ANY OF ITS AFFILIATES OR SUPPLIERS, BE LIABLE FOR PERSONAL INJURY, OR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE ROUTER SERVICE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS NON-LIABILITY FOR DAMAGES APPLIES WHETHER IN AN ACTION OR CLAIM BASED ON CONTRACT, TORT, OR ANY OTHER SUCH THEORY. CSI'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE ROUTER SERVICES, OR THE DOCUMENTATION OR INFORMATION ASSOCIATED THEREWITH SHALL NOT EXCEED, AND END USER ACKNOWLEDGES AND AGREES IS LIMITED TO, THE GREATER OF (I) \$10.00 AND (II) THE INITIAL FEE, IF ANY, PAID BY END USER FOR CREATING AN ACCOUNT, ACCESSING, AND USING THE ROUTER SERVICE.

INDEMNIFICATION:

End User hereby agrees to indemnify, defend, and hold harmless CSI and its directors, officers, employees, representatives, and agents from and against, any and all claims, losses, damages, and expenses, including attorney fees, arising from a third party claim to the

extent that such third party claim is based on End User's use of any content or materials, use of the Router Service, a breach of this Agreement or any CSI agreements, or End User's negligence or other act or omission in connection with use of the Router Service.

LEGAL COMPLIANCE:

1. By accepting this Agreement, End User represents and warrants that it (i) is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) is not listed on any U.S. Government list of prohibited or restricted parties; and (iii) that End User will comply with all application international and national laws that apply to the Router Service, including any export laws, rules, and regulations, and end user and destination restrictions issued by the U.S. and other governments.

2. Electronic Notices: CSI may provide End User with information about the Router Service in electronic form. It may be via email to the address End User provides when End User signs up for the Router Service, or through a web site that CSI identifies.

TERMINATION:

CSI may modify or terminate the Router Service in any country where there is any current or future government requirement or obligation that subjects CSI to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for CSI to continue operating the Router Service without modification, and/or causes CSI to believe these terms or the Router Service may be in conflict with any such requirement or obligation. For example, CSI may modify or terminate the Router Service in connection with a government requirement that causes CSI to be regulated as a telecommunications provider. CSI may also modify or terminate the Router Service and this Agreement in accordance with any other terms of this Agreement, including, but not limited to, the "Router Service Suspension and Termination of Agreement" terms above.

MISCELLANEOUS:

End User may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CSI. Notwithstanding the foregoing, CSI may assign this Agreement in its entirety, without the consent of End User. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this provision shall be void. The parties hereto are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, or employment relationship between the parties. There are no third party beneficiaries to this Agreement. The parties agree that any legal action arising under or relating to this Agreement or the Router Service must be maintained in the state and federal courts located in the State of Utah, and that any legal action brought in the state courts must be brought in Cache County, Utah. The laws of the State of Utah govern this Agreement, excluding laws concerning conflict of laws. In any action related to this Agreement or the Router Service, the prevailing party shall be entitled to an award of reasonable attorney fees and reasonable costs against the non-prevailing party. This Agreement, and any other agreements referenced herein, contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement. The waiver by CSI of any breach or default under this Agreement does not constitute the waiver of any subsequent breach or default. If any provision of this Agreement is held to be illegal or unenforceable, it shall be deemed amended to conform to applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect. This Agreement may be amended at any time by CSI, in CSI's sole and absolute discretion. The most current Agreement applies to End User unless otherwise designated by CSI.

BY ACCEPTING THIS AGREEMENT, YOU ARE AGREEING ON BEHALF OF YOURSELF OR THE END USER THAT YOU ARE AN AUTHORIZED USER UNDER THE TERMS OF THIS AGREEMENT, AND THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE END USER, THEN YOU SHALL NOT ACCEPT THIS AGREEMENT AND SHALL NOT USE THE ROUTER SERVICE. YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND/OR USING THE ROUTER SERVICE. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE CREATING AN ACCOUNT AND GAINING ACCESS TO AND USE OF THE ROUTER SERVICE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT CREATE AN ACCOUNT OR USE THE ROUTER SERVICE.

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