AeroScout[®] Links Cloud Temperature Monitoring Terms and Conditions

Effective: May 1, 2023

Seller's ("**Licensor**") AeroScout Links Cloud Temperature Monitoring platform is a cloud-based solution that leverages the Internet of Things (IoT) platform. Using supported sensor tags, the solution allows Client ("**Licensee**") to monitor certain environmental conditions as described in the Documentation.

The following terms and conditions apply if Licensee purchases AeroScout Links Cloud Temperature Monitoring Hardware or Cloud Services. Unless specified otherwise within these terms and conditions, all capitalized terms used in these terms and conditions shall have the same meaning as they do in the Agreement.

- 1. <u>Cloud Services</u>. Licensees access to and use of the AeroScout Links Cloud Temperature Monitoring Services (the "Links Services") shall constitute "Cloud Services" for purposes of the EULA.
- 2. <u>Subscription Term</u>. Notwithstanding anything to the contrary in the Agreement, Licensee's subscription to the Links Services shall commence upon shipment of the associated Hardware by Licensor or Licensor's authorized reseller as evidenced by Seller's records. Except as otherwise set forth in the applicable Ordering Document, the Initial Term of Licensee's subscription to the Links Services shall be one (1) year.
- 3. <u>Usage Parameters</u>. Licensee may use the Links Services with that quantity of Hardware units for which it has purchased a license. Licensee shall notify Licensor if Licensee's usage of the Links Services exceeds the number of licenses it has purchased.
- 4. <u>Product Disclaimer</u>. The Links Hardware and Links Services are designed to assist Licensee in monitoring temperature, humidity, and other conditions as further described in the Documentation. Licensor does not warrant or guarantee that the Links Hardware and Links Services will be error-free, operate uninterrupted or detect all changes in temperature, humidity, and other conditions. Licensee should not rely solely upon the Links Hardware and Links Services for monitoring temperature, humidity or other conditions. Licensee expressly agrees that IN NO EVENT WILL SELLER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF, spoilage, or damage to any products, goods or items that Licensee monitors using the Links Hardware and Links Services.