

Terms & Conditions and Conditions of Data Services

Please read this agreement (the "Agreement") carefully before using, connecting, installing, and/or interfacing in any way with the CAMPBELL CLOUD (as defined below). Campbell Scientific, Inc. and/or its affiliates ("Campbell Scientific," "CSI," "us," "we," "our") is willing to grant access to the CAMPBELL CLOUD, to you as the company or the legal entity that will be utilizing the CAMPBELL CLOUD ("Customer," "you," "your," and as defined below), on the condition that you accept all of the terms of this Agreement. By entering into this Agreement on behalf of an entity or organization, you represent that you have the legal authority to bind that entity or organization to this Agreement. If you do not want to agree to this Agreement's terms, do not "agree" or use the CAMPBELL CLOUD. Once you agree or use the CAMPBELL CLOUD, continued use indicates your ongoing agreement to the bound to this Agreement and all of its terms, including those terms and conditions that are updated and published on our website, www.campbellsci.com, that are specific to the CAMPBELL CLOUD. In the event of any conflict of terms, this Agreement shall control unless a separate agreement is entered into between the parties hereto.

1. Definitions

In this Agreement, the following words and expressions have the meaning assigned to them below, except where the context otherwise requires:

"Agent" means a person authorized by CSI to act as an agent on its behalf for the purpose of soliciting Orders.

"Account ID" means the account identification number that is assigned to you upon your Order.

"Authorized User" means any user that you provide user access through your Account ID on the CAMPBELL CLOUD.

"CAMPBELL CLOUD" means our services under such name, including, without limitation, and as such services may be augmented or obviated over time, access to data housing, online services, the Portal (defined below), any applications or software, websites, and interfaces (in any form and on any platform) developed by CSI to receive, store, organize, and present environmental measurement data.

"Customer Data" means all digital data that you have ownership of or have secured and that you provide, or which is provided on your behalf, to us through your use of CAMPBELL CLOUD. Customer Data includes Measurement Data.

"Customer Systems" means all necessary systems, sensors, data loggers, cameras, power supplies, communication devices, facilities and resources of any kind required to effectively access Measurement Data by CAMPBELL CLOUD, including, as applicable, your own and/or third-party communication lines, databases, software, hardware, firewalls, internet connections, routing and network addresses and configurations, cellular networks, and key contacts for problem escalation.

"License" means the right to use, access, display, run and/or otherwise interact with any aspect of the CAMPBELL CLOUD. Your License is limited by this Agreement, additional terms and conditions as updated and published on our website, and additional Agreements including the CAMPBELL CLOUD™ End User License Agreement.

"Measurement Data" means all data recorded by Customer Systems and retrieved and provided to us through the CAMPBELL CLOUD.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and/or any other harmful or malicious code, files, scripts, agents, or programs.

"Order" means your purchase of a License from us to use the CAMPBELL CLOUD.

"Permitted Use" means the use of your Customer Data and CAMPBELL CLOUD in a manner that does not violate your License to use the CAMPBELL CLOUD.

"Portal" means the CAMPBELL CLOUD Data Service Portal at <https://campbellcloud.io> or other official access that we make available.

"Service Level Agreement" means the commitments we make regarding delivery and/or performance of CAMPBELL CLOUD as outlined in section 10 of this Agreement.

"Supplemental Software" means software that may be provided to you from time to time as part of CAMPBELL CLOUD and which is used with CAMPBELL CLOUD to enable certain functions of CAMPBELL CLOUD.

2. The Service

- 2.1.** This Agreement governs your use of the CAMPBELL CLOUD. We grant you a License to use the CAMPBELL CLOUD in accordance with your Order provided that you pay and comply with this Agreement. Your License is non-exclusive, non-perpetual, and non-transferable (except as may be allowed hereinbelow). We reserve all rights not expressly granted in this Agreement. Any use by you of the CAMPBELL CLOUD shall be in accordance with your License.
- 2.2.** We may update or otherwise amend or add to these terms and conditions from time to time and at any time.
- 2.3.** We will provide CAMPBELL CLOUD services according to the Service Level Agreement contained in section 10 of this Agreement.
- 2.4.** We will handle your Customer Data according to the privacy, use and security terms set forth in this Agreement.
- 2.5.** You are responsible for the rights regarding any and all of your Customer Data. You will take any and all

necessary steps required to use the CAMPBELL CLOUD in a manner that does not violate the rights of any third-party. We are not, and we shall not under any circumstance, be obligated to any separate license or other agreement that may apply to your Customer Data for which we are not a direct party. We are not and shall not be obligated to any third party in any event, and you agree to fully indemnify us in this regard (see Section 7 herein below).

- 2.6. Customer Data received by us may be transferred, stored, and processed to the CAMPBELL CLOUD in a manner solely in our discretion and in accordance with this Agreement. This may include any personal data received by the CAMPBELL CLOUD. By using the CAMPBELL CLOUD, you consent to the transfer of any and all Customer Data, which shall include any personal data received by the CAMPBELL CLOUD, outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to transfer that data to us and to permit its transfer, storage, and processing.
- 2.7. You may not reverse engineer, decompile or disassemble the CAMPBELL CLOUD, in whole or in part, or any Supplemental Software.
- 2.8. Upon your Order, you will be assigned a CAMPBELL CLOUD Account ID. You, and only you, may use the Account ID to access the CAMPBELL CLOUD. Use by anyone other than you of your Account ID is strictly prohibited. You are solely responsible for ensuring: (a) that only appropriate Authorized User(s) have access to the CAMPBELL CLOUD; (b) that Authorized Users have been trained in the proper use of the CAMPBELL CLOUD; (c) proper usage of passwords, tokens and access procedures with respect to logging into the CAMPBELL CLOUD; (d) login access is not shared such that each user has their own set of unique login credentials; (e) Authorized User information provided is appropriate, truthful, and up-to-date. We reserve the right to refuse registration of, or to cancel, user accounts that we reasonably believe violate the terms and conditions set forth in this Agreement. We may suspend your access and use of the CAMPBELL CLOUD if we reasonably suspect or know that traffic or use involving your Account ID, including your Authorized User(s), is fraudulent or materially and/or negatively impacting the operating capability of the CAMPBELL CLOUD.
- 2.9. You agree that we may provide you with information about the CAMPBELL CLOUD in electronic form from time to time. It may be via email to the address you initially provided with your Order or through the Portal. You agree that notice via email is effective as of the transmission date.

3. Your Obligations

- 3.1. For the duration of this Agreement, it is your responsibility to:
 - 3.1.1. ensure that your Customer Systems meet the minimum requirements to use the CAMPBELL CLOUD, as identified from time to time on the

Portal, and that all Customer Systems are in proper working order. It is your responsibility to ensure that your Customer Systems are free from errors and are operational. Any failure related to your Customer Systems which results in a failure to make the CAMPBELL CLOUD available as intended is beyond the scope of the Service Level Agreement, and is solely your responsibility;

- 3.1.2. comply with this Agreement, ensure that any Authorized User(s) comply with this Agreement, and take your best efforts to prevent unauthorized access to or use of your Customer Data or the CAMPBELL CLOUD;
 - 3.1.3. use the Measurement Data and the CAMPBELL CLOUD only in accordance with your Permitted Use and in accordance with all applicable laws and regulations;
 - 3.1.4. protect the confidentiality of your Account ID and your Authorized User(s) with the CAMPBELL CLOUD or otherwise associated with this Agreement. In addition, you are responsible for your passwords, and for any and all activity associated with your Account ID and your Authorized User(s) and any of your dealings with third parties that take place related to you or your Account ID. You are responsible for assigning proper permissions for any Authorized User(s), as well as for providing and removing access to any Authorized User(s). You must keep your accounts and passwords confidential. You must inform us promptly of any possible misuse of your accounts or any security incident related to your Customer Data or the CAMPBELL CLOUD;
 - 3.1.5. ensure that no Malicious Code that has the potential to destroy, damage, or degrade performance of any data communications facility, network, server, system, component, software, or data is introduced by you or your Authorized User(s) to the CAMPBELL CLOUD.
- 3.2. Failure to meet your obligations will render the Service Level Agreement invalid and will entitle us to all other rights and legal remedies that may be available to us, however, you will remain liable for all charges in accordance with your Order.

4. Proprietary Rights

- 4.1. Subject to the limited rights expressly granted pursuant to this Agreement, we reserve all rights, title, and interest in and to the CAMPBELL CLOUD, including but not limited to all related intellectual property rights (including, without limitation, all related service marks, trademarks, slogans, logos, symbols, and graphics), and any and all other proprietary, ownership, and use rights (including, without limitation, the right to create, develop, license, and resell).

- 4.2. Any suggestions, enhancement requests, recommendations, or other feedback provided by you to us which are incorporated, whether directly or indirectly, into the CAMPBELL CLOUD, or otherwise, forms part of the right, title, and interest in the CAMPBELL CLOUD, including all related intellectual property rights, which expressly belong to us as referenced in section 4.1 above.
- 4.3. You may not remove, alter, or obscure any notice of copyright, trademark, or other proprietary rights on the CAMPBELL CLOUD.
- 4.4. You own your data. You do not surrender ownership of your data. You can export your data from the platform without penalty within the bounds of our service agreement.
- 4.5. You grant us the right to the limited, non-exclusive, worldwide right to view and use your Customer Data for the purpose of providing and improving our products and services.
- 4.6. You grant us the right to anonymize, aggregate, and enhance Customer Data for the purpose of providing data services outside of this Agreement at our discretion, such as the international exchange of environmental data and products necessary for the provision of services in support of the protection of life and property and the well-being of all peoples.

5. Confidentiality

- 5.1. Subject to the terms and conditions of this Agreement, you agree that you shall treat the design and performance of the CAMPBELL CLOUD, any information that is accessible to you only via password protected access, any documentation or materials, fees and charges, trade secrets, software, source code, object code, specifications, and any other information that is expressly identified as confidential, or in good faith ought to be considered confidential, that we make available to you from time to time pursuant to this Agreement as confidential and shall not disclose them to any third party except with our prior written permission. Neither party shall make any public statement concerning the terms of our business relationship as provided in this Agreement without the other party's prior written consent.
- 5.2. Information shall not be considered confidential for the purposes of this Agreement to the extent, but only to the extent, that you can establish that such information (i) is or becomes generally known or available to the public through no fault of your own; (ii) was rightfully in your possession before it was received from us, free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by you without reference to any confidential information of ours.

6. Warranties and Disclaimers

- 6.1. We make the following limited warranty:
 - 6.1.1. The CAMPBELL CLOUD will perform in accordance with the Service Level Agreement for the duration of your License.
- 6.2. The limited warranty referred to in section 6.1 does not apply to errors, defects, failures or other non-compliance caused, in whole or in part, by (a) your failure to comply with the Agreement; (b) the acts or omissions of any person other than us, (c) your modification of your Customer Data, Supplemental Software, or the CAMPBELL CLOUD, or any part thereof; (d) your use of your Customer Data, Supplemental Software, the CAMPBELL CLOUD, or any part thereof, in combination with any of your Customer Systems, (e) any malfunction, error, or downtime associated with Supplemental Software, or (f) any other cause beyond our reasonable control including, but not limited to, Malicious Code, hackers, failure of electric power, or internet downtime.
- 6.3. EXCEPT FOR THE EXPRESS LIMITED WARRANTY GIVEN IN THIS SECTION, THE SUPPLEMENTAL SOFTWARE, AND THE CAMPBELL CLOUD ARE PROVIDED TO YOU STRICTLY ON AN "AS IS, AS AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. We make no other representation, warranty, or guarantee as to the suitability, quality, reliability, timeliness, truth, availability, accuracy, or completeness of the CAMPBELL CLOUD. You assume the entire risk as to the use, results, and performance of the CAMPBELL CLOUD.
- 6.4. If you notify us in writing of a breach of the limited warranty regarding the CAMPBELL CLOUD during the duration of your License, and upon confirmation thereof, we will use reasonable efforts to correct the defect. You agree to use reasonable efforts to assist us in diagnosing, replicating and correcting defects or other issues concerning the CAMPBELL CLOUD, which may include providing information and remote access to your Customer Systems, but only to the extent reasonably required to resolve the issue. If the breach of warranty cannot be satisfactorily remedied in a reasonable time, then you may exercise the termination remedy available to you pursuant to Section 8.4. The foregoing remedy is sole and exclusive for any breach of warranty claim.

7. Liability and Indemnification

- 7.1. We will defend or settle, at our option and expense, any action, suit or proceeding brought against you by a third party that the CAMPBELL CLOUD infringes or otherwise causes the violation of a third party's intellectual property right. We will indemnify you against all damages and costs finally awarded or those

costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such intellectual property claim, provided that you: (i) promptly give us written notice of the claim; (ii) give us sole control of the defense and settlement of the claim; (iii) provide us, at our expense, with all available information and assistance relating to the claim and cooperate with us and our counsel; (iv) do not compromise or settle the claim; and (v) are not in material breach of any agreement with us.

7.2. Our indemnity of you does not apply to the extent that any such intellectual property claim is the result of your modification of the CAMPBELL CLOUD, any Supplemental Software, your Customer Systems, or if you are otherwise in breach of this Agreement or your License in any way.

7.3. You shall indemnify us, and each of our directors, officers, shareholders, owners, employees, contractors, and Agents against any claim, demand, suit, or proceeding made or brought against us by a third party arising out of or related to (i) you or any Authorized User's use of your Customer Data or the CAMPBELL CLOUD; (ii) you or your Authorized User's infringing or misappropriating the intellectual property rights of a third party or violating applicable law; or (iii) you or your Authorized User's use or misuse of Measurement Data or the CAMPBELL CLOUD. You shall indemnify us for all damages and costs finally awarded against us, and for legal fees on a solicitor and his own client basis incurred by us in connection with any such claim, or those costs and damages agreed to in a monetary settlement of such claim provided that we promptly give you written notice of the claim.

7.4. In no event shall we be liable to you, whether arising by way of breach of contract or warranty, tort (including for negligence), product liability, or otherwise, for any indirect, special, incidental, exemplary, punitive, or consequential loss, damages, or costs (including without limitation, lost profits or revenues, loss of business, loss of use, loss of contract, loss of goodwill, loss of opportunity, or any other similar loss or cost), whether or not we have been advised of the possibility of such loss, damages, or costs.

7.5. To the fullest extent permitted by law, our total aggregate liability to you shall not exceed the total amount paid by you pursuant to this Agreement, and with respect to any single incident, the amount paid by you pursuant to this Agreement in the twelve (12) months preceding the incident.

8. Term and Termination

8.1. This Agreement commences and continues as stated in your Order.

8.2. Your Order shall automatically renew as specified in your Order, unless either party provides the other with prior written notice of at least thirty (30) calendar days of its intention to not renew. The pricing for Licenses for various services of the CAMPBELL CLOUD shall be available but are subject to reasonable change at our

sole discretion. Please call us or visit our website for current pricing and available options.

8.3. Without limiting any other rights or remedies available to us, we may terminate this Agreement immediately upon written notice to you, if you:

8.3.1. are in breach or default of this Agreement, and such breach or default has continued unrectified for thirty (30) calendar days following us providing you written notice detailing such breach or default;

8.3.2. voluntarily enter into proceedings in bankruptcy or insolvency, make an assignment for the benefit of your creditors generally, are adjudged to be bankrupt or insolvent, have a petition filed against you under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law and such petition is not discharged with sixty (60) calendar days after its filing, or a receiver, trustee or similar person is appointed with respect to your assets; or

8.3.3. cease carrying on business.

8.4. Without limiting any other rights or remedies available to you, you may terminate this Agreement immediately upon written notice to us, if we:

8.4.1. are in breach or default of this Agreement, and such breach or default has continued unrectified for thirty (30) calendar days following you providing us written notice detailing such breach or default;

8.4.2. voluntarily enter into proceedings in bankruptcy or insolvency, make an assignment for the benefit of our creditors generally, are adjudged to be bankrupt or insolvent, have a petition filed against us under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law and such petition is not discharged with sixty (60) calendar days after its filing, or a receiver, trustee or similar person is appointed with respect to our assets; or

8.4.3. cease carrying on business.

8.5. If you terminate this Agreement and you have prepaid, such payment is nonrefundable.

8.6. Termination of this Agreement shall not affect the validity of any provisions which are, expressly or by implication, to survive or to take effect on or after such termination.

9. Fees and Payment

9.1. Payment Terms: You must pay for all services in this agreement.

9.2. If you fail to pay when payment is due, then at our discretion, we may charge you interest at the rate of 1.5% per month of any amount past due until paid.

- 9.3.** If you fail to pay when payment is due, and such amount remains unpaid for a period of thirty (30) calendar days then, at our discretion and without limiting any of other rights or remedies available to us, we may suspend your access to the CAMPBELL CLOUD until such amounts are paid in full.
- 9.4.** Unless expressly provided otherwise, payment by you pursuant to this Agreement and your Order does not include taxes and shall be payable in local currency. You shall be responsible for, and shall pay, any and all present or future applicable sales, use, excise or similar taxes due or owing pursuant to this Agreement.

10. Service Level Agreement

- 10.1.** For as long as this Agreement is in effect, and subject to your obligations, the limited warranty set out in section 6.1 and the rights and remedies available to us pursuant to this Agreement, we will use reasonable efforts to:
- 10.1.1.** ensure the CAMPBELL CLOUD is available to you according to the availability criteria set out in section 10.2.
- 10.1.2.** ensure that the CAMPBELL CLOUD malfunctions are addressed in accordance with this Agreement.
- 10.1.3.** ensure that telephone support is available to you from 0800hrs to 1700hrs MT, Monday to Friday, excluding public holidays;
- 10.1.4.** ensure that online support is available to you from 0800hrs to 1700hrs MT, Monday to Friday, excluding public holidays;
- 10.1.5.** ensure that your Customer Data is not accessible to unauthorized third parties.
- 10.2.** Availability criteria: CAMPBELL CLOUD will have an uptime of 95%.

11. General Provisions

- 11.1. Force Majeure.** Notwithstanding anything else in this Agreement, neither party shall incur any liability to the other party on account of any loss, claim, damage or liability (including any loss, claim, damage or liability related to our limited warranty) to the extent resulting from any delay or failure to perform all or any part of this Agreement (except your payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this section. Such events, occurrences, or causes shall include, without limitation, acts of God, acts of any governmental body, insurrection, sabotage, armed conflict, embargo, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs, strikes, lockouts, riots, acts of war, terrorism, earthquake, epidemic, pandemic, fire or

explosions. Obligations of either party which are scheduled to be met (including obligations pursuant to the Service Level Agreement but excluding your payment obligations) will be extended for a period of time equal to the time lost due to any delay so caused.

- 11.2. Assignment.** We may assign this Agreement and all of our rights and obligations contained in this Agreement without your consent or prior approval at any time to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of our stock or assets to another entity. You may not assign this Agreement or any of your rights and obligations contained in this Agreement without our prior written consent, which may be arbitrarily withheld. This Agreement will endure to the benefit of, and will be binding upon our respective heirs, executors, administrators, successors and permitted assigns.

- 11.3. Notices.** All notices, reports, invoices, and formal communications required or permitted to be sent pursuant to this Agreement shall be in writing and shall be sent by prepaid first class registered mail, personally delivered, or sent by email or fax transmission. If sent by prepaid first class registered mail, it will be deemed to be received by the addressee on the seventh (7th) day (excluding Saturdays, Sundays, statutory holidays and any period of postal disruption) following the mailing thereof. If personally served or sent by email or fax transmission, it will be deemed to be received when actually delivered or sent, provided such delivery or sending will be during normal business hours of the recipient, otherwise it will be deemed received the following business day. If sent by us to you, it shall be addressed to the contact person at the contact information provided to us in the Contract Particulars. If sent by you to us, it shall be addressed to:

Campbell Scientific, Inc.
815 W 1800 N
Logan, UT 84321
USA
Attn: CAMPBELL CLOUD Customer Service

Tel: 1-435-227-9000
Email: data.services@campbellsci.com

- 11.4. Relationship.** This Agreement is not intended to create, nor shall it be construed as creating, expressly or by implication, any partnership, joint venture, agency, or employment relationship whatsoever between us. Neither party may bind the other, or act in a manner which expresses or implies a relationship other than that of independent contractor.
- 11.5. Invalidity.** If any provision of this Agreement is deemed invalid or void, in whole or part, by any Court, the remaining terms and conditions of this Agreement will remain in full force and effect.
- 11.6. No Waiver.** We may grant extensions of time and other indulgences without prejudice to your liability or our ability to exercise our right under this Agreement.

No delay or omission by us in exercising any right to remedy will operate as a waiver of such remedy or of any other rights or remedies that we may have.

11.7. Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between us with respect to the matters contained herein and supersedes all prior written representations and/or oral agreements.

11.8. Governing Law and Venue. This Agreement will be interpreted in accordance with the laws of the State of

Utah and the Parties hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the State of Utah, with venue as the First District Court of the State of Utah.

11.9. Counterparts. This Agreement may be executed in counterparts and transmitted by fax or email. Each counterpart will be deemed an original and all counterparts, whether in original form or received by fax or email, together will form one and the same document.

