

CAMPBELL CLOUD™ End User License Agreement

IMPORTANT: PLEASE READ THIS LICENSE AGREEMENT (the "Agreement") CAREFULLY BEFORE CLICKING BELOW, CREATING AN ACCOUNT, OR OTHERWISE USING THE CAMPBELL SCIENTIFIC, INC. ("Campbell") SERVICES REFERRED TO ABOVE (the "CAMPBELL CLOUD"). BY CLICKING "I AGREE" BELOW, CREATING AN ACCOUNT OR BY INSTALLING OR USING THE SOFTWARE, YOU ARE AGREEING TO THIS AGREEMENT'S TERMS ON BEHALF OF YOURSELF OR YOUR ORGANIZATION ("You"). (IN THE LATTER EVENT, CLICKING "I AGREE" BELOW OR INSTALLING OR USING THE CAMPBELL CLOUD ALSO CONSTITUTES A REPRESENTATION BY THE PERSON TAKING SUCH ACTION OF SUFFICIENT AUTHORITY TO AGREE TO THIS AGREEMENT'S TERMS ON BEHALF OF THE ENTITY ENTERING INTO THIS AGREEMENT.) IF YOU DO NOT WANT TO AGREE TO THIS AGREEMENT'S TERMS, DO NOT CLICK "I AGREE," SET UP AN ACCOUNT, OR INSTALL OR USE THE CAMPBELL CLOUD, BUT INSTEAD CLOSE THE APPLICATION IMMEDIATELY. ONCE YOU AGREE, SET UP AN ACCOUNT, OR INSTALL OR USE THE SOFTWARE, YOUR CONTINUED USE INDICATES YOUR ONGOING AGREEMENT TO BE BOUND TO THIS AGREEMENT AND ALL OF ITS TERMS, INCLUDING THOSE TERMS AND CONDITIONS THAT ARE UPDATED AND PUBLISHED ON THE WEBSITE WWW.CAMPBELLSCI.COM THAT ARE SPECIFIC TO THE CAMPBELL CLOUD SOFTWARE. IN THE EVENT OF ANY CONFLICT OF TERMS, ANY SEPARATE AGREEMENT BETWEEN THE PARTIES, THEN THE CAMPBELL CLOUD DATA SERVICES AGREEMENT, THEN THIS AGREEMENT SHALL CONTROL IN THIS ORDER OF PRIORITY.

1. **GRANT OF LICENSE.** Campbell grants You the limited, non-transferable right to establish an account with and use the CAMPBELL CLOUD (directly or indirectly) during the term of this Agreement, additionally limited to the scope of the CAMPBELL CLOUD Data Services Agreement (the "CCDSA") related to your access of the CAMPBELL CLOUD. Campbell grants You the limited, non-transferable right during the term of this Agreement to use web browsers running on other computers that You own or control to access the CAMPBELL CLOUD. (The preceding sentence does not grant You any rights in or create any obligations for Campbell concerning such web browsers.) If any third party's software is provided by Campbell with the CAMPBELL CLOUD ("Third Party Software"), You will have whatever rights are granted to You in a separate license agreement with that third party. If there is no such agreement, You will have the same rights and be subject to the same

restrictions and other provisions in this Agreement concerning the Third Party Software as apply concerning the CAMPBELL CLOUD.

2. **RESTRICTIONS.** THE CAMPBELL CLOUD IS OWNED BY CAMPBELL AND IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. Campbell retains all intellectual property rights in the CAMPBELL CLOUD, except for the limited rights expressly granted in Section 1. You may not copy, modify, provide commercial hosting with, rent, lease, lend, or otherwise transfer the CAMPBELL CLOUD or any rights in or to the CAMPBELL CLOUD. You may not reverse engineer, decompile or disassemble the CAMPBELL CLOUD, except to the extent that applicable law expressly permits such activities despite this contractual limitation. Campbell may immediately suspend your use of the CAMPBELL CLOUD and may terminate your rights to use the CAMPBELL CLOUD in the event You breach this Section 2.
3. **USAGE.** Usage rights in the CAMPBELL CLOUD acquired by virtue of a CCDSA will be governed by such CCDSA. In addition to this Agreement, your use of the CAMPBELL CLOUD indicates your ongoing agreement to be bound to the terms of the CCDSA in addition to the terms and conditions of this Agreement. Failure to adhere to the CCDSA, failure pay for your License and/or any violation of any terms of either this Agreement, any other applicable terms or conditions published by Campbell on its website or any other readily available media, or any other applicable agreement including the CCDSA, may terminate Your rights to use the CAMPBELL CLOUD in Campbell's sole and absolute discretion.

As a cloud product, the CAMPBELL CLOUD necessarily contains content that is not Yours and should not be accessible by You. As a condition of Your use, You agree to respect others property rights and agree that You shall not access, copy, upload, download or otherwise use any content that You do not have specific permission to access.

4. **NO SUPPORT.** Except as may be set forth in a separate written agreement (if any) executed by You and Campbell pertaining to the CAMPBELL CLOUD (a "Separate Agreement"), including, without limitation, a Service Level Agreement, Campbell has no obligation to provide You with support, training, or maintenance, or with any updates, enhancements, fixes, patches, and the like ("Updates"). If Campbell does provide You with any Updates under any amendment to this Agreement or under any other applicable agreement, such Updates will be deemed to be part of the CAMPBELL CLOUD and governed by this Agreement. You understand that Updates and other functionality improvements, maintenance and/or enhancements may require temporary disruption of the CAMPBELL CLOUD.

5. **CLOUD TECHNOLOGY.** You will not intentionally (a) interfere with other customers' access to, or use of, the CAMPBELL CLOUD, or with any of its security measures; (b) facilitate any attack or disruption of the CAMPBELL CLOUD, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, cancelbots and/or anything similar); (c) cause any usage spike that is irregular or improperly increase Your usage of the CAMPBELL CLOUD in a manner that negatively impacts the CAMPBELL CLOUD's operation; or (d) use the CAMPBELL CLOUD in a manner that is not contemplated as normal usage for the CAMPBELL CLOUD for the primary purpose of the CAMPBELL CLOUD, which is described in the terms of the CCDSA, generally available materials from Campbell ("Technical Specifications") and/or may be described separately in applicable terms and conditions and/or other applicable agreements, all of which You agree to as a condition of use of the CAMPBELL CLOUD. You understand and agree that You are responsible for Your data and use of the CAMPBELL CLOUD provides no guaranty or warranty against loss of data. You are responsible for protecting Your access to the CAMPBELL CLOUD and will promptly notify Campbell in the event of any known or suspected unauthorized use of the CAMPBELL CLOUD.
6. **LIMITED WARRANTY.** Your use of the CAMPBELL CLOUD is without warranty except as otherwise specified in a Separate Agreement and/or the CCDSA. Regardless, any applicable warranty is void if any defect has resulted from negligence, accident, abuse, or misapplication (intentional or not).
7. **WARRANTY DISCLAIMERS.** In addition to any limitations and/or disclaimers set forth in any applicable agreement, the following disclaimers apply: (A) The limited warranty in Section 6 is exclusive and in lieu of all other warranties for the CAMPBELL CLOUD. (B) Except as may be expressly set forth in a Separate Agreement: (i) Campbell provides the CAMPBELL CLOUD "as is" and with all faults and makes no warranties, express, implied, or statutory concerning the CAMPBELL CLOUD; (ii) Campbell disclaims all warranties concerning the CAMPBELL CLOUD, express, implied, and statutory, including warranties of merchantability, fitness for a particular purpose, accuracy, completeness of responses, results, workmanlike effort, lack of negligence, satisfactory quality, and non-infringement; (iii) there is no warranty of title with respect to the CAMPBELL CLOUD; (iv) Campbell does not warrant against interference with your enjoyment of the CAMPBELL CLOUD that the functions contained in, or services performed or provided by, the CAMPBELL CLOUD will meet Your requirements, that the operation of the CAMPBELL CLOUD will be uninterrupted or error-free, or that defects in the CAMPBELL CLOUD or services will be corrected. (C) No oral communications with Campbell shall create any warranty. (D) Use of the CAMPBELL CLOUD is without warranty and at Your sole risk except as (i) set forth above in Section 6, or

(ii) as expressly set forth in a Separate Agreement. (E) In the event CAMPBELL CLOUD proves insufficient or defective, You assume the entire cost of all necessary servicing, repair or correction.

8. **LIMITED LIABILITY.** Except as otherwise specified in any applicable agreement, to the maximum extent permitted by applicable law, in no event will Campbell or its suppliers be liable for any consequential, special, punitive, incidental, or indirect damages of any kind arising out of or relating to the use of or inability to use the CAMPBELL CLOUD or otherwise in connection with this Agreement, under whatever legal or equitable theory, even if Campbell has been advised of the possibility of such damages. In no event will Campbell's total aggregate liability for any claim arising out of or relating to this Agreement exceed the amounts paid by You to Campbell under this Agreement in the 12 months preceding the event giving rise to liability. The limitations in this Section 8 will apply to the maximum extent permitted by law, even if any remedy fails of its essential purpose. This provision is a liquidated damages provision to which You consent and agree.
9. **INDEMNITY.** You will hold harmless, indemnify, and (upon Campbell's request) defend Campbell and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, and all of their respective current and former officers, directors, members, shareholders, agents, and employees from any and all third party actions, causes of action, suits, proceedings, claims, demands, judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of Your use or possession of the CAMPBELL CLOUD. However, Your obligations under this Section 9 will exclude any such actions, etc., to the extent that they allege infringement of such third parties' intellectual property rights.
10. **SEVERABILITY.** If any provision of this Agreement is ruled invalid or unenforceable, the remaining portions of this Agreement will continue in full force and effect.
11. **TERMINATION.** You may terminate this Agreement as set forth in the CCDSA or by notifying Campbell and terminating your License in accordance therewith. This Agreement will terminate automatically upon termination of the CCDSA or upon termination of any Separate Agreement. Your material breach of this Agreement shall terminate this Agreement as determined by Campbell in its sole discretion. The following sections will survive any termination of this Agreement: Sections 6-16 herein.
12. **GOVERNING LAW; VENUE.** Except as may be expressly set forth in a Separate Agreement, this Agreement will be governed by and construed in accordance with the laws of the State of Utah, excluding conflict of laws provisions. Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the state courts located in Cache County, Utah, and each of the parties hereby irrevocably

consents to such jurisdiction and venue. If You access the CAMPBELL CLOUD outside of the United States, local law may apply. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

13. **EXPORT.** You agree to comply with all applicable laws, regulations, rulings, and executive orders of any governmental authority relating to Your use of the CAMPBELL CLOUD.
14. **U.S. GOVERNMENT LICENSE RIGHTS.** If provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, the CAMPBELL CLOUD is provided with the commercial license rights and restrictions described elsewhere herein. If provided to the U.S. Government pursuant to solicitations issued before December 1, 1995, the CAMPBELL CLOUD is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. In the event You receive a request from any agency of the U.S. Government regarding the CAMPBELL CLOUD or Your use thereof, you will notify Campbell of the scope of the request and Campbell shall have a reasonable period of time, of no less than five business days after receipt of Your notification, to, in Campbell's sole discretion, accept or reject such request. Please see www.campbellsci.com/contact in the event you need to notify Campbell in this regard.
15. **ASSIGNMENT.** You may not assign this Agreement without Campbell's express written consent.
16. **ENTIRE AGREEMENT.** Except as may be expressly set forth in a Separate Agreement, this is the entire agreement between Campbell and You concerning the CAMPBELL CLOUD, and it supersedes any prior and contemporaneous communications, and any prior agreements, whether written or oral, concerning that subject matter. This Agreement may not be modified except by the parties' written agreement.
17. **RESPONSIBILITY FOR USE.** You are responsible for the supervision, management and control of the use of the CAMPBELL CLOUD, including the data sources for the CAMPBELL CLOUD, the output of the CAMPBELL CLOUD and the interpretation thereof, including without limitation: (a) achieving the intended results, (b) determining the appropriate uses of the CAMPBELL CLOUD and the integration of the CAMPBELL CLOUD into Your business, (c) establishing adequate and independent procedures for verifying the accuracy of the CAMPBELL CLOUD and its output, (d) insuring ownership and proprietary nature of Your data, and (e) establishing and maintaining adequate backup systems to prevent loss of data or failure in the event of a CAMPBELL CLOUD malfunction or interruption. The CAMPBELL CLOUD is intended for use by sophisticated and professional users. The CAMPBELL CLOUD is not intended to be a substitute for professional judgment or

independent testing of physical conditions nor is intended to interpret information, data, or conditions in an automated manner without the skill, knowledge, and experience of trained, sophisticated, and professional users.

18. **DATA USAGE BY CAMPBELL.** Campbell will access, process, and use data in connection with the Technical Specifications of the CAMPBELL CLOUD. Further, and except as otherwise agreed in a Separate Agreement, You consent and agree to Campbell's use of any and all Customer Data as well as any and all similar data that are provided by You and used with the CAMPBELL CLOUD, in an anonymous format if data anonymity is possible, and, if anonymity is not possible, in the native format of the data, for the discretionary purposes as determined by Campbell including, without limitation, the right to aggregate and anonymize data for the purpose of free and unrestricted international exchange of hydrological data and products which are necessary for the provision of services in support of the protection of life and property for the well-being of all peoples. This includes Your usage and access trends as well as other users of the CAMPBELL CLOUD.