CampbellCloud

Organization Terms of Use

Data Services Agreement

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 CampbellCloud (as defined below). Campbell Scientific, Inc. and/or its affiliates ("Campbell Scientific," "CSI," "us," "we," "our") is willing to grant access to CampbellCloud, to you as the company or the legal entity that will be utilizing CampbellCloud ("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 CampbellCloud. Once you agree or use CampbellCloud, 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 our website, www.campbellsci.com, that are specific to CampbellCloud. 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.

"Organization" means any entity which creates a CampbellCloud Organization account

"Owner" means a user in a CampbellCloud Organization account who is assigned Owner permissions. A person creating a CampbellCloud Organization account is automatically assigned Owner permissions.

"Authorized User" means any user that you provide user access to your CampbellCloud Organization account.

"CampbellCloud" 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, Applications (defined below) 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 CampbellCloud. Customer Data includes Measurement Data.

"Customer Systems" means all necessary systems, sensors, dataloggers, cameras, power supplies, communication devices, facilities and resources of any kind required to effectively access Measurement Data by CampbellCloud, 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 CampbellCloud. Your License is limited by this Agreement, additional terms and conditions as updated and published on our website, and additional Agreements including the CampbellCloud™ End User License Agreement.

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

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

"Subscription" means your purchase of data source subscription from us to use with CampbellCloud. This subscription includes a License to use CampbellCloud.

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

"Applications" means the features and functionality available within a CampbellCloud Organization account at https://campbell-cloud.com or other official access that we make available.

"Service Level Agreement" means the commitments we make regarding delivery and/or performance of CampbellCloud 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 CampbellCloud and which is used with CampbellCloud to enable certain functions of CampbellCloud.

"Organization" is defined as any entity which creates a CampbellCloud Organization account.

2. "Owner" is a user in a CampbellCloud Organization who is assigned Owner Permissions. A user creating a CampbellCloud Organization account is automatically assigned Owner permissions. **The Service**

   2.1. This Agreement governs your use of CampbellCloud. We grant you a License to use CampbellCloud in accordance 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 CampbellCloud 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 CampbellCloud 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 CampbellCloud 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 CampbellCloud in a manner solely in our discretion and in accordance with this Agreement. This may include any personal data received by CampbellCloud. By using CampbellCloud, you consent to the transfer of any and all Customer Data, which shall include any personal data received by CampbellCloud, 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 CampbellCloud, in whole or in part, or any Supplemental Software.

2.8. Upon creating a CampbellCloud Organization account, you will be assigned as an Owner of this account. You, and only you, will be able to grant access to CampbellCloud for other users within your Organization by inviting Users and assigning the appropriate security permissions to these Users. You may assign Owner permissions to other Users within your Organization account. Account Users with Owner permissions are responsible for ensuring: (a) that only appropriate Authorized User(s) have access to CampbellCloud; (b) that Authorized Users have been trained in the proper use of CampbellCloud; (c) proper usage of passwords, tokens and access procedures with respect to logging into CampbellCloud; (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 CampbellCloud if we reasonably suspect or know that traffic or use involving your Organization account, including your Authorized User(s), is fraudulent or materially and/or negatively impacting the operating capability of CampbellCloud.

2.9. You agree that we may provide you with information about CampbellCloud in electronic form from time to time. It may be via email to the address you initially provided on Organization account creation. 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 CampbellCloud, 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 CampbellCloud 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 CampbellCloud;

3.1.3. use the Measurement Data and CampbellCloud only in accordance with your Permitted Use and in accordance with all applicable laws and regulations;

3.1.4. protect the confidentiality of your Organization account and your Authorized User(s) with CampbellCloud or otherwise associated with this Agreement. In addition, you are responsible for your passwords, and for any and all activity associated with your Organization account and your Authorized User(s) and any of your dealings with third parties that take place related to you or your Organization Account. 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 CampbellCloud;

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 CampbellCloud.

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 Subscriptions.

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 CampbellCloud, 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 CampbellCloud, or otherwise, forms part of the right, title, and interest in CampbellCloud, 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 CampbellCloud.

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 CampbellCloud, 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. CampbellCloud 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 CampbellCloud, or any part thereof; (d) your use of your Customer Data, Supplemental Software, CampbellCloud, 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 CAMPBELLCLOUD 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 CampbellCloud. You assume the entire risk as to the use, results, and performance of CampbellCloud.

6.4. If you notify us in writing of a breach of the limited warranty regarding CampbellCloud 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 CampbellCloud, 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 CampbellCloud 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 CampbellCloud, 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 CampbellCloud; (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 CampbellCloud. 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 with the purchase of Subscriptions for use in CampbellCloud and continues whilst you have active Subscriptions associated with your CampbellCloud Organization account.

8.2. Your Subscriptions shall automatically renew based on the renewal path specified for each subscription, details of which can be found within the Subscriptions Application in your CampbellCloud Organization account. Authorized users can change a subscription renewal path from within their Organization account. Where CampbellCloud is provided without self-managed subscription capability, renewal of Subscriptions will be governed by the terms on which the Subscriptions were originally purchased.

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 CampbellCloud until such amounts are paid in full.

9.4. Unless expressly provided otherwise, payment by you pursuant to this Agreement and your Subscriptions 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. Subject to our standard service level agreement, 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 CampbellCloud is available to you according to the availability criteria set out in section 10.2.

10.1.2. ensure that CampbellCloud malfunctions are addressed in accordance with this Agreement.

10.1.3. ensure that telephone support is available to you from 0830hrs to 1700hrs at your regional Campbell Scientific office, Monday to Friday, excluding public holidays;

10.1.4. ensure that your Customer Data is not accessible to unauthorized third parties.

10.2. Availability criteria: CampbellCloud will have an uptime availability as outlined in the Service Level Agreement.

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: CampbellCloud Customer Service

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

Notwithstanding the above, any summons or notice, made for the purposes of legal service of process, must be carried out and delivered pursuant to the applicable rules of civil procedure or other local, state, or national court rules.

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. Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (collectively, a "Dispute"), the parties agree to first attempt to resolve the Dispute informally. Each party will designate an executive who will meet and negotiate in good faith to try to resolve the Dispute without the necessity of any formal proceeding. This informal negotiation will commence upon written notice from one party to the other party of the Dispute.

If the Dispute is not resolved through informal negotiation within thirty (30) days after the written notice is received, the parties agree to submit the Dispute to mediation in Salt Lake City, Utah, before resorting to litigation. The parties will jointly appoint a mutually acceptable, neutral third-party mediator and will share equally the costs of the mediation. The mediation will be held in accordance with the rules and procedures agreed upon by the parties or, if the parties cannot agree, in accordance with the rules of the American Arbitration Association.

If the Dispute is not resolved through mediation within sixty (60) days after the start of mediation, then either party may begin litigation proceedings in accordance with the Governing Law and Jurisdiction clause of this Agreement. The parties agree that all negotiations and proceedings in mediation shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

The parties agree that, notwithstanding the existence of a Dispute, each party will continue to perform its obligations under this Agreement during the dispute resolution process, unless otherwise agreed.

11.10. Termination. We may terminate this Agreement at any time, with or without cause, upon 30 days written notice to You. In the even that You breach any terms of this Agreement, including non-payment, We shall have the right to terminate the Agreement immediately, without prior notice. You may terminate this Agreement only upon 30 days' written notice and upon payment of all outstanding fees due through the end of the notice period, including any early termination and subscription fees, as set forth in this Agreement. Upon termination or expiration of this Agreement for any reason: (a) The Customer shall immediately cease all use of the Services and ensure that all End Users do the same. (b) The Customer shall pay any outstanding amounts owed to the Service Provider within [number] days of the termination date. (c) The Service Provider is under no obligation to retain any Customer Data after [number] days from the termination date. It is the Customer's responsibility to secure all necessary Customer Data prior to termination.

11.11. Survival. Clauses pertaining to payment, indemnification, confidentiality, liability limitations, and any other clauses that by their nature are intended to survive, shall survive the termination or expiration of this Agreement.

11.12. 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.

--- End of Data Services Agreement ---

Purchase Terms and Conditions

CampbellCloud data source subscriptions are available for purchase by creating a CampbellCloud Organization account. It is free to setup an Organization account, but a billing email address is required at the time of account creation. When creating an Organization account, the account owner will select a Plan with specific features and service limits. In the case of only a single Plan being available, no Plan selection is required.

A data source (e.g., a datalogging edge device) requires a data source subscription in order to ingest data into CampbellCloud. The cost of data source subscriptions depends on the Organization Plan and the type of data source subscription selected. There are two payment methods available to purchase CampbellCloud data source subscriptions:

- Monthly – you will be billed monthly for the service used
- Prepaid – you will pay in advance for 12/24/36 months of service

Some data source subscriptions are only available as Monthly billed data source subscriptions.

Where the purchase of a data source subscription is required at the same time as a hardware purchase (e.g., IoT edge devices), these subscriptions will automatically activate when the user activates the data source in CampbellCloud.

Prepaid

Where available and you select the prepaid billing option, service starts the day the data source subscription is activated, or after one year from the date of purchase, whichever date comes first. The billing start date is rounded forward to the first day of the month following activation.

Where the number of measurements ingested by a data source exceeds a measurement limit on a prepaid data source subscription, CampbellCloud will automatically adjust the subscription level to ensure uninterrupted data ingestion. You will be invoiced pro rata for the difference.

Prepaid data source subscriptions that have not been activated will appear as available subscriptions within the Subscriptions application in CampbellCloud. Once a prepaid data source subscription has been activated, the subscription period cannot be paused. If a prepaid data source subscription is removed from a data source, the subscription period remaining will continue to run down even if the subscription is not used with another available data source.

Monthly

Where available and you select the monthly billing option, service starts the day the data source subscription is activated. A data source subscription is activated when CampbellCloud starts receiving measurements from the associated data source. The billing start date is rounded forward to the first day of the month following activation. If the data source subscription is cancelled prior to the billing start date, no charge will be incurred. Monthly data source subscriptions are billed at the start of the month.

CampbellCloud will automatically monitor the number of measurements being ingested by each data source. Where a data source subscription is billed based on the number of measurements being ingested, any changes to measurement ingestion that would affect a subscription level will be reflected by a change to the monthly subscription at the start of the following month. For a definition of a Measurement, see the Measurements section of this document.

Renewal Path

By default, data source subscriptions will automatically renew at the end of a subscription period. The renewal path for a data source subscription will determine how a data source subscription is renewed. The default renewal path for a data source subscription will be the same as the original subscription. Authorized users can change the renewal path for data source subscriptions through the Subscriptions application in CampbellCloud, including having the ability to cancel data source subscriptions.

Billing

You will be invoiced by your local Campbell Scientific office. Pricing will be in the currencies supported by your local Campbell Scientific office. Applicable taxes and fees will be added to the invoice. Payment may be made by the remittance methods available to your account with your local Campbell Scientific office.

Past Due Accounts

If payment for CampbellCloud services is 30 days past due, you will be notified when you login and by email and you will be required to submit payment to guarantee continued service.

Additional Conditions

Refunds are not available for prepaid CampbellCloud data source subscriptions.

Campbell Scientific reserves the right to:

- Alter these Purchase Terms and Conditions. Users will receive a minimum of 1-months notification of any intended changes.

- Review and adjust pricing for CampbellCloud services on a 6-monthly basis. Users will receive a minimum of 3-months notification of any intended price adjustments.

- Alter CampbellCloud Organization Plan features and limits. Users will receive a minimum of 1-months notification of any intended changes.

Measurements Definition

For datalogging edge devices, a measurement in CampbellCloud is defined as a time series of data points. For example, a time series of air temperature measurements received from an edge device is defined as 1 measurement in CampbellCloud.

Additional References

The Terms and Conditions listed within are specific to the purchase of CampbellCloud services.

Standard Terms and Conditions defined by your local Campbell Scientific office can be found on your local Campbell Scientific office website:

- Australia https://www.campbellsci.com.au/terms
- Brazil https://www.campbellsci.com.br/terms
- Canada https://www.campbellsci.ca/terms-conditions
- Costa Rica (not available at this time)
- Europe https://www.campbellsci.eu/terms
- France (not available at this time)
- Germany https://www.campbellsci.de/terms
- India https://www.campbellsci.in/terms
- South Africa https://www.campbellsci.co.za/terms
- Spain https://www.campbellsci.es/terms
- Thailand https://www.campbellsci.asia/terms
- United Kingdom https://www.campbellsci.eu/terms
- United States https://www.campbellsci.com/terms

--- End of Purchase Terms and Conditions ---

Version: 01/Jan/2024

End User License Agreement (EULA)

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 ("CAMPBELLCLOUD"). 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 CAMPBELLCLOUD 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 CAMPBELLCLOUD, 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 CAMPBELLCLOUD SOFTWARE. IN THE EVENT OF ANY CONFLICT OF TERMS, ANY SEPARATE AGREEMENT BETWEEN THE PARTIES, THEN CAMPBELLCLOUD 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 CampbellCloud (directly or indirectly) during the term of this Agreement, additionally limited to the scope of the CampbellCloud Data Services Agreement (the "CCDSA") related to your access of CampbellCloud. 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 CampbellCloud. (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 CampbellCloud ("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 CampbellCloud.

2. Restrictions

CAMPBELLCLOUD IS OWNED BY CAMPBELL AND IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. Campbell retains all intellectual property rights in CampbellCloud, 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 CampbellCloud or any rights in or to CampbellCloud. You may not reverse engineer, decompile or disassemble CampbellCloud, except to the extent that applicable law expressly permits such activities despite this contractual limitation. Campbell may immediately suspend your use of CampbellCloud and may terminate your rights to use CampbellCloud in the event You breach this Section 2.

3. Usage

Usage rights in CampbellCloud acquired by virtue of a CCDSA will be governed by such CCDSA. In addition to this Agreement, your use of CampbellCloud 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 CampbellCloud in Campbell's sole and absolute discretion.

As a cloud product, CampbellCloud 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 CampbellCloud (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 CampbellCloud and governed by this Agreement. You understand that Updates and other functionality improvements, maintenance and/or enhancements may require temporary disruption of CampbellCloud.

5. Cloud Technology

You will not intentionally (a) interfere with other customers' access to, or use of, CampbellCloud, or with any of its security measures; (b) facilitate any attack or disruption of CampbellCloud, 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 CampbellCloud in a manner that negatively impacts the operation of CampbellCloud; or (d) use CampbellCloud in a manner that is not contemplated as normal usage for CampbellCloud for the primary purpose of CampbellCloud, 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 CampbellCloud. You understand and agree that You are responsible for Your data and use of CampbellCloud provides no guaranty or warranty against loss of data. You are responsible for protecting Your access to CampbellCloud and will promptly notify Campbell in the event of any known or suspected unauthorized use of CampbellCloud.

Version: 01/Jan/2024

6. Limited Warranty

Your use of CampbellCloud 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 CampbellCloud. (B) Except as may be expressly set forth in a Separate Agreement: (i) Campbell provides CampbellCloud "as is" and with all faults and makes no warranties, express, implied, or statutory concerning CampbellCloud; (ii) Campbell disclaims all warranties concerning CampbellCloud, 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 CampbellCloud; (iv) Campbell does not warrant against interference with your enjoyment of CampbellCloud that the functions contained in, or services performed or provided by, CampbellCloud will meet Your requirements, that the operation of CampbellCloud will be uninterrupted or error-free, or that defects in CampbellCloud or services will be corrected. (C) No oral communications with Campbell shall create any warranty. (D) Use of CampbellCloud 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 CampbellCloud 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 CampbellCloud 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, expenses, and court costs) arising out of Your use or possession of CampbellCloud. 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 CampbellCloud 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, expenses, and court costs.

13. Export

You agree to comply with all applicable laws, regulations, rulings, and executive orders of any governmental authority relating to Your use of CampbellCloud.

14. US Government License Rights

If provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, CampbellCloud 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, CampbellCloud 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 CampbellCloud 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.

Version: 01/Jan/2024

16. Entire Agreement

Except as may be expressly set forth in a Separate Agreement, this is the entire agreement between Campbell and You concerning CampbellCloud, 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 CampbellCloud, including the data sources for CampbellCloud, the output of CampbellCloud and the interpretation thereof, including without limitation: (a) achieving the intended results, (b) determining the appropriate uses of CampbellCloud and the integration of CampbellCloud into Your business, (c) establishing adequate and independent procedures for verifying the accuracy of CampbellCloud 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 CampbellCloud malfunction or interruption. CampbellCloud is intended for use by sophisticated and professional users. CampbellCloud 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 CampbellCloud. 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 CampbellCloud, 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 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 CampbellCloud.

--- End of End User License Agreement ---

Version: 01/Jan/2024

Standard Service Level Agreement (SLA)

This Service Level Agreement (SLA) defines responsibilities of Campbell Scientific, Inc. (Campbell), the user (Client), and the use of Campbell provided cloud services (Cloud Platform) with respect to the uptime, maintenance, claims, support and limitations.

Definitions
- Cloud Platform: Branded as CampbellCloud, an online Cloud Platform to ingest, store, manage and access data. This SLA does not apply to mobile or on-premise software solutions.
- Business Hours: Monday-Friday from 0830-1700 excluding holidays
- Downtime: period of time where a service is unavailable.
- Maintenance: Changing, modifying, or updating software to improve security or release new capabilities
- Uptime Percentage: The percentage of time the platform is available based on the availability of key services..

Platform Availability
CampbellCloud will have an uptime percentage of at least 99% over a rolling 30 day period, excluding any planned maintenance windows.

Services used to determine Uptime Percentage include:
- Login screen available and functional
- The ability for the Cloud Platform to receive incoming data
- The ability to visualize and retrieve data from the Cloud Platform

The Uptime Percentage performance of the Cloud Platform can be negatively impacted by a combination of reasons beyond the control of Campbell. These instances do not impact the Uptime Percentage and are further detailed below in the Exclusions section.

Platform Maintenance does not count as Downtime Period. Maintenance is typically performed on Tuesdays starting at 1000 MST. Campbell reserves the right to perform unscheduled maintenance as necessary. Every effort will be made to communicate to the client about unscheduled maintenance.

Exclusions
This SLA and any applicable SLO do not apply for performance or availability that is outside of Campbell control. These may include but are not limited to:
1. Factors not foreseeable or outside of Campbell reasonable control
2. Issues resulted from client or 3rd party software
3. Actions or inactions from the Client or a third party
4. Attributable to the acts or omissions of Client or Client's employees, agents, contractors or vendors, or anyone gaining access to Cloud Platform services by means of Client's passwords or equipment
5. Caused by the Client after Campbell advised of modify the use or operation of the Cloud Platform
6. During beta and trial services
7. Due to Client usage above the associated subscription level or contract violation
8. Maintenance operations by Campbell Scientific (within reason)
9. Force Majeure

Service Claims
If you have reason to believe the service provided does not meet the level outlined within this Service Level Agreement, please contact support@campbellsci.com and ask to speak with our Client Success team who can discuss this matter further with you.

Limitations
This SLA applies to clients (excluding 3rd party clients sold to by the Campbell Client) with an active subscription with the Campbell Cloud Platform. Clients with an active unpaid bill from Campbell or a history of an unpaid bill specific to the Cloud Platform in the previous 6 months are not eligible for a Service Credit.

Campbell reserves the right to change, modify, or improve the SLA as the Cloud Platform is further developed. This may include a refinement of the services monitored, the SLO or the Service Credit amounts. It is anticipated that the SLA will be reviewed annually typically at the first of the calendar year but changes may be applied as needed. Any changes applied will be considered active starting the first day of the subsequent billing period from when the changes were made and publicly posted.

Custom SLA
If a custom SLA is required or additional services need to be monitored, please submit a written request with project or service information to claims@campbellsci.com or contact your Campbell Scientific sales representative.

--- End of Standard Service Level Agreement ---

Version: 01/Jan/2024