
Annual Subscription Agreement

For

IC Sentinel Indoor Air Quality Monitoring System

Date: 2-27-2015

Purpose

The purpose of this Annual Subscription Agreement is specify the services provided by Oberon to the customer for the cloud implementation of the IC Sentinel system

Services Automatically Provided Under This Agreement

1. **Cloud Services**— The host for IC Sentinel Cloud service software and database is Amazon Web Services. Oberon reserves the right to change hosting service. An Internet connection is required to access this service
 - **Availability**— System data shall be available to the customer 24 hours a day, 7 days a week, 365 days a year, with an availability rate of 99%.
 - **Internet Connection**- cloud services are available through an Internet connection at the facility. Port 470 must be open to the Internet at the facility in which the system is installed.
 - **Security**- data which is communicated between sensors at the facility and the software and database host shall be encrypted. Data which is stored by the hosted software and database is not encrypted. Access to data stored by the software host requires an authorized username and password
 - **Upgrades and Changes to software**- changes to software will be performed by Oberon, where the software is hosted. Oberon will notify customer in the event of significant changes in software features and capabilities
 - **Upgrades or Changes to Firmware**- the system will automatically update firmware on sensors which are connected to the Internet. Firmware upgrades will require the sensor to be periodically disabled for a short period of time. This is done in an automated fashion. Oberon will notify customer when firmware upgrades will be performed.
 - **Problem Resolution**- Customer shall contact Oberon customer support in the event of problems with cloud services
2. **Data Storage –**
 - **Data collected** or generated by the system will be stored at the software and database hosting site
 - **Data Maintenance** - Oberon will maintain and store data as long as customer is in good standing with a current annual subscription agreement. Oberon will store

data from the past 1 year, for a period of 1 year, after annual subscription agreement lapses.

- **Data Export** – Data is available to customer at all times and customer may export data at any time
- **Problem Resolution-** Customer shall contact Oberon customer support in the event of problems with Data Storage

3. Reporting

- **Periodic reports-** The IC Sentinel system shall generate reports which are delivered to designated facility personnel

4. Calibration Services

- **Sensor calibration, cleaning and firmware update-** It is strongly recommended that sensors be returned annually to Oberon for calibration and cleaning. This service is included in the annual service agreement. This service includes disassembling the sensor, calibrating the particle counter and differential pressure sensor, cleaning the intake filter, and wiping down the entire sensor with a disinfectant. Calibration service also includes upgrade to the most recent firmware release. Faulty or defective sensors will be replaced under warranty provisions.
- **Replacement sensor** – the calibrated sensor returned to the facility may not be the same identical sensor unit returned for calibration. Oberon retains the right to replace the sensor with a different sensor of equal or greater capability, which has been calibrated, and is warranted for 1 year under the standard warranty
- **Hot Swap-** Customer may request replacement sensors in advance, in order to hot swap sensors to be returned for calibration
- **When to Return** – the user interface shall indicate the sensor calibration date, and shall provide a notification when an individual sensor is due for calibration
- **How to Return** – Notify Oberon customer service that a sensor is to be returned. Customer should receive a Return Material Authorization (RMA) number and clearly indicate this RMA number on shipping documentation. Oberon customer service shall provide shipping information. Customer shall pay to ship sensors to Oberon for calibration service, Oberon shall pay for shipping to return unit to customer facility. Sensor should be returned in original carton. Charges may apply to re-package calibrated sensors for return to customer.
- **Problem Resolution-** Customer shall contact Oberon customer support in the event of problems with calibration or warranty

5. Cellular Data Modem (CDM)- the cellular data modem (CDM) is an accessory which permits the sensor to connect to the cloud software through a wireless network, rather than being connected to a premises network. If the customer has purchased the annual CDM H/W activation and annual subscription, these provisions apply.

- CDM annual Subscription – includes the cellular data modem hardware, SIM card, activation, and data plan for 1 year.
- CDM annual subscription can be renewed on an annual basis

6. Warranty

Limited Warranty – Equipment manufactured by Seller -Seller warrants to Buyer that the equipment will be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. This warranty shall not apply to any equipment, which is misused, or for any damage to the equipment resulting from improper installation or operation, vandalism, acts of God, or any other cause beyond reasonable control of the seller. This warranty shall be void if the equipment has been altered, tampered with, or repaired by a party other than the Seller or its authorized representative. In the event of equipment failure within the warranty period, Seller will repair or replace the defective equipment, at its option, provided that Buyer notifies Seller and obtains a RMA number prior to returning the equipment to Seller. Defective equipment must be returned, shipping prepaid, to the Seller's specified address. The warranty on repaired or replaced equipment will be the balance of the original Equipment Warranty. This Warranty Is In Lieu Of All Other Warranties, Express or Implied, Including, Without Limitation, Statutory Warranties or Warranty of Merchantability or Fitness for a Particular Purpose. Seller's sole liability and buyer's sole remedy hereunder will be repair or replacement of the Equipment as provided in this agreement. Other Equipment -Seller will pass through to Buyer all original Manufacturers' Warranties that may apply to the equipment. Seller may, at its option, process warranty requests by the Buyer to the Original Manufacturer, or refer the Buyer to the Original Manufacturer. Seller is not responsible for any warranty-related issues

- **Problem Resolution-** Customer shall contact Oberon customer support for warranty returns to obtain an RMA number

7. Changes to Annual Subscription Agreement

- **Termination of Agreement** -In the event that either party wishes to terminate this agreement at the end of the annual subscription period, a notice of intent to terminate must be delivered to the other party within 90 days of the agreements termination date.

- **Amendment to Agreement** - Any amendment to the Terms and Conditions of this agreement would require the approval of customer and Oberon management
- **Price Escallation** – annual subscription agreement price shall not increase by more than 15% per year, for comparable service level
- **Renewal of Agreement**- agreement shall automatically renew at end of term unless notification of termination of agreement has been provided by either party per the terms provided herein

8. Other terms

- **Data usage**- Oberon shall not sell or share customer data with any other entity, without written approval, except for data which is anonymized and used in such a manner as to improve IC Sentinel performance or demonstrate capability of ICSentinel in such a way that the source of the data is not revealed.
- **Client Lists** – From time to time, Oberon may reveal to prospects and clients the names of institutions or locations where ICSentinel is currently used. Oberon will not sell or share contact information to third parties

Definitions

System Data

This is the data that the IC Sentinel system either collects or generates

Facility – the location in which the ICSentinel system is installed

Software Host location where software is hosted

Sensor – this is the IC Sentinel sensor unit