

Accsense, Inc. Terms, Conditions, Warranty and Disclaimer

1.0 Agreement

This is the entire agreement governing our relationship.

1.1 Entire Agreement. These Terms and Conditions constitute the agreement ('Agreement') between Grant Instruments. ('we', 'us' or 'Grant Instruments') and the user ('you' , 'user' or 'Customer') of Grant Instruments's Services and any related products or Services ('Service'). This Agreement governs both the Service and any Devices, such as a Wireless Gateway, Wired or Wireless Sensing Pod, or other Grant Instruments Monitoring Device ('Device' or 'Equipment'), used in conjunction with the Service. By activating or using the Service, you represent that you are of legal age to enter into this agreement and that you have read and understand fully the terms and conditions of this agreement.

2.0 Service

A description of the Service provided.

2.1 Service Provided. Grant Instruments Service includes the following functions, performed automatically by Grant Instruments Web Service Servers for data transmitted by Grant Instruments-supplied hardware:

- a) Receiving (collecting) data transmitted by Grant Instruments monitoring hardware
- b) Storing the data transmitted (collected) in an un-alterable form
- c) Presenting that data to customers in several forms
- d) Downloading data to customers upon command
- e) Backing up the data collected in a secure manner

The exact nature and extent of each function will depend upon the Service Level selected by and paid for by the customer.

You may renew this agreement.

2.2 Renewal. Any service agreement will renew automatically when the Service Fee is paid, annually, in advance.

Grant Instruments may change the Service provided.

2.3 Changes to the Service. Grant Instruments reserves the right to periodically change the Service provided, typically by updating the Web Service software on its Secure Servers. Any changes made to a given Service Level will either increase the functionality of that Service Level, simplify the operation of that Service Level, or change the "look and feel" of that Service Level. In no case will Grant Instruments, upon its sole judgment, decrease the functionality of a given Service Level for its aggregate customer base.

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A description of the charges for Annual Service.

2.4 Annual Term. Service is offered on an annual basis that begins on the date that you activate your Service (begin to record data with your Grant Instruments equipment) and ends on the day before the same date the following year. If you terminate service on one or more Devices for any reason prior to the end of the one year term, you will not be entitled to any refunds. If you do not use the Service for periods of time during the Annual Service period, you will not be entitled to any refund or pro-ration.

3.0 Copyright; Trademark; Unauthorized Usage of Device, Firmware and Service.

Copyright and Trademark Information.

3.1 Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively 'marks') are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any Grant Instruments marks.

An explanation of Unauthorized Usage of Device; Firmware or Software.

3.2 Unauthorized Usage of Device; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than in a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses as applicable, to use any intermediate interface device that we have not provided to you. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

You are indemnified against patent and copyright violations committed by Grant Instruments.

3.3 Indemnification Against Patent and Copyright Violations by Grant Instruments. Grant Instruments will at its sole expense defend, indemnify and hold Customer harmless against any claim that any Software, Firmware, Equipment or Devices provided under this Agreement infringes a patent, copyright, trade secret or trademark in the United States. Grant Instruments will pay all costs, damages and reasonable attorney's fees that a court finally awards as a result of such a claim or agreed to in a settlement between the parties.

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Please do not tamper with the Device or Service.

3.4 Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such termination, you will remain responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

Instructions for reporting theft or misuse.

3.5 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

You own the device.

3.6 Ownership and Risk of Loss. You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with our return policy.

4.0 Charges; Payments; Taxes; Termination

Grant Instruments's Responsibility for Taxes.

4.1 Taxes. Grant Instruments is required to bill and collect local, state and federal taxes imposed on Grant Instruments customers by the various taxing authorities. Grant Instruments passes all taxes it collects on to the appropriate taxing authority.

Paying for your Service.

4.2 Payment. Service must be paid annually, in advance. We accept both credit card and purchase orders for annual service. Invoice terms are Net 30 days.

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We can terminate your service if you violate the agreement.

4.3 Termination by Grant Instruments; Discontinuance of Service. We reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full years' charges to the end of the current term, including, without limitation, unbilled charges, which will immediately become due and payable.

You may terminate this agreement.

4.4 Termination by Customer; Discontinuance of Service. Customers may terminate the service, without cause. In this event, however, no refund or prorated refund will be granted. Should Customer terminate this Service Agreement for cause,

Customer's responsibility for Taxes.

4.5 Taxes. Customer shall pay all taxes, levies, tariffs or similar charges of any kind (including, but not limited to, sales, use, property, excise, withholding or value added taxes, to the extent applicable) imposed by any relevant government entity for products or services provided under this Agreement; provided that the Customer shall not be responsible for an local, state or federal taxes imposed on or measured by Grant Instruments's net income. If any taxes are due, Grant Instruments will invoice Customer, and Customer agrees to pay all taxes in a timely manner. Customer will not be responsible for any penalties on taxes duties, levies, tariffs or similar charges if Customer was not invoiced timely and/or if Grant Instruments did not forward the collected amounts to the appropriate taxing authority in a timely manner.

Increases in Service prices are limited.

4.6 Service Price Increases. Service price increases are limited to 5% annually during the term of this agreement for a single level of service.

We are not an insurance company.

4.7 Grant Instruments is not an Insurance Company. It is understood by customer that any insurance, if desired, shall be purchased by the customer from a third party, and that Grant Instruments is not responsible for prevention of any injurious event. Grant Instruments makes no representation of warranty or merchantability of the system to prevent injurious events.

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Description of Our Warranty Policy.

4.8 Warranty and Liability. This Grant Instruments product will be free from defects in material and workmanship for one year from the date of purchase. This warranty does not cover disposable batteries, or damage from accident, neglect, misuse, alteration, contamination, or abnormal conditions of operation or handling. Resellers are not authorized to extend any other warranty on Grant Instruments's behalf without prior written authorization. To obtain repair or replacement during the warranty period, contact Grant Instruments to obtain return authorization information. In the event of any damage caused directly or indirectly by Grant Instruments or its Products or Service, Grant Instruments is only liable for the cost of the Grant Instruments equipment itself, and will in no way be responsible for any causal damages. This Warranty is your only remedy. No other warranties, such as fitness for any particular purpose, are expressed or implied. Grant Instruments is not liable for any special, indirect, incidental or consequential damages or losses, arising from any cause or theory.

6.0 Privacy and Ownership of Data

Data is sent over the internet.

6.1 Internet Privacy. Grant Instruments Service utilizes, in whole or in part, the public Internet and third party networks to transmit data and other communications. Grant Instruments is not liable for any lack of privacy which may be experienced with regard to the Service.

You own the raw data.

6.2 Ownership of Raw Data. You own your raw data. You may download it at any time for your own use. You may request that Grant Instruments deletes your data at any time.

We will never release your data to a third

6.3 Release of Raw Data. Grant Instruments will never release any customers raw data to a third party, other than to the acquirer in the even of an acquisition of Grant Instruments, Inc.

We may look at your raw data and account settings without your

6.4 Grant Instruments Use of Customer Raw Data. Grant Instruments may periodically view, download, summarize, analyze and otherwise use customer raw data for the purposes of customer support and product development.

Grant Instruments owns calculations, statistics and account settings.

6.5 Ownership of Events and Statistics Derived From Raw Data, and Account Settings. Grant Instruments may use statistics calculated from raw data for its own purposes, including promotion and product development. Grant Instruments will never release any information calculated from a customers raw data in any form that may be traceable to the individual customer without the customers written permission, obtained in advance.

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