

## TERMS AND CONDITIONS OF SALE

**Entire Agreement.** These Terms and Conditions constitute the agreement (“Agreement”) between CAS Accsense, Inc. (“we”, “us” or “CAS Accsense, Inc.”) and the user (“you”, “user” or “Customer”) of CAS Accsense, Inc. 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 CAS Accsense, Inc. Monitoring Device (“Device” or “Equipment”), used in conjunction with the Service. By activating or using the Service, you represent that you are authorized to enter into this agreement on behalf of Customer and that you have read and understand fully the terms and conditions of this agreement.

**Service Provided.** Services provided by CAS Accsense, Inc. include the following functions, performed automatically by CAS Accsense, Inc. Web Service Servers for data transmitted by CAS Accsense, Inc.- supplied hardware:

- A. Receiving (collecting) data transmitted by CAS Accsense, Inc. monitoring hardware.
- B. Storing the data transmitted (collected) in an un-alterable form for a period of two (2) years from the date of collection.
- C. Making the data available to Customer in usable forms.
- D. Downloading data to Customer upon Customer command.
- E. Backing up the data collected in a secure manner, daily.

### **Customer’s Obligations.**

- A. Customer’s individual recordkeeping requirements. CAS Accsense System is a Data Retention Hybrid System designed to store records electronically. Customer shall download and archive data on a regular basis, print and sign paper copies thereof, and hold such data as may be required by any federal or state agency.
- B. Providing for gaps in service. Extended power outages, or failure of Customer’s internet connection may result in gaps in data collection. Customer is responsible for power systems, product batteries and internet connection required.
- C. Loss of Data resulting from failure of Customer to timely respond to alarms, or to leave the system in an alarm state after notification. If an alarm is not cleared, the system will not reset and a second alarm will not be set should there be a subsequent circumstance under which an alarm would normally be set. Customer shall be responsible for any damage or loss of data resulting from Customer’s failure to clear alarms.

- D. Paying for excessive intentional triggering of alarms. The system is designed in such a manner that Customer should not have to test the system more frequently than monthly. Intentional tests more frequently may result in a charge by CAS Accsense Inc. of up to \$5.00 per test, as each test triggers multiple telephone connections for which CAS Accsense, Inc. is billed.
- E. Paying for excessive alarms resulting from failure to institute corrective action. In the event that Customer encounters an equipment failure that results in repeated alarms, it is Customer's responsibility either to correct the condition, or to deactivate the alarming function until such time as the condition can be corrected. Uncontrolled generation of alarm calls incur excessive costs with no corresponding benefit to the Customer, and are inconsistent with the intended purpose of the Service. Any uncorrected condition that results in the generation of 100 calls per month or more shall be considered a breach of this Agreement, and may, at our absolute discretion, result in immediate termination of the Service.
- F. Assuring the system is functioning correctly. It is the Customer's responsibility to visually observe that the lights are on the system, and to make sure that the alarms are not turned off unless triggered and reset, and that all alarms are operating by checking the data displayed online.
- G. Providing necessary contact information. The CAS Accsense System requires customer information in the form of default contact names and addresses, email addresses, and phone numbers, for the purpose of distributing notifications of upcoming system maintenance events, subscription renewal dates, and other necessary information. Customer acknowledges that no alarm can be sent until the system is set up and configured with the necessary contact information. Customer agrees to provide this information immediately upon logging into the CAS Accsense System for initial setup and configuration, and to notify us immediately of any change in contact names or information. Unless and until this information is provided and kept current, CAS Accsense, Inc. shall bear no responsibility for performance under the terms of this agreement. Failure to provide this information shall not defer the start of the Annual Term of Service as defined below.

**Renewal.** Any service agreement will renew automatically when the Service Fee is paid, annually, in advance. If the Service Fee is not paid when due, Customer shall be responsible for an administrative fee of one percent (1%) per month for any unpaid Service Fee. Should the Service Fee not be paid within thirty (30) days of the date due, CAS Accsense, Inc. shall be entitled to cancel its service to Customer and to discontinue its service without further notice.

**Changes to the Service.** CAS Accsense, Inc. reserves the right to periodically change the Service provided, typically by updating the Web Service software on its Secure Servers. Any changes made to the Service provided will increase the functionality of that Service. In no case will CAS Accsense, Inc., upon its sole judgment, decrease the functionality of the Service for its aggregate customer base.

**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 CAS Accsense, Inc. equipment) and ends on the day before the same date for 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.

**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, services 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 CAS Accsense, Inc. marks.

**Warranty against Infringement.** CAS Accsense, Inc. warrants that no Software, Firmware, Equipment or Devices provided under this Agreement infringes a patent, copyright, trade secret or trademark in the United States.

**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 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.

**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 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.

**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.

**Taxes.** CAS Accsense, Inc. is required to bill and collect local, state and federal taxes imposed on CAS Accsense, Inc.'s Customers by the various taxing authorities. CAS Accsense, Inc. passes all taxes it collects on to the appropriate taxing authority.

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

**Termination by CAS Accsense, Inc.'s 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 for reason other than Customer's breach of contract, including nonpayment of any fees due, such termination shall be effective thirty (30) days after written notice is sent to the Customer to enable Customer to make alternate arrangements to obtain the services provided by CAS hereunder. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full year's charges to the end of the current term, including, without limitation, unbilled charges, which will immediately become due and payable. Regardless of the reason for termination, it shall be the obligation of Customer to download all data to the final date of service so the Customer shall be able to use, store or print such data as it may require hereafter.

**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, all unearned service fees will be refunded. Cause shall mean the failure of CAS Accsense, Inc. to substantially comply with its terms and obligations under this Agreement, so long as its failure is not caused by acts of God, acts of third parties or other events beyond the control of CAS Accsense, Inc.

**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 any local, state or federal taxes imposed on or measured by CAS Accsense, Inc.'s net income. If any taxes are due, CAS Accsense, Inc. 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 CAS Accsense, Inc. did not forward the collected amounts to the appropriate taxing authority in a timely manner.

**Service Price Increases.** Service price increases are limited to five percent (5%) annually during the term of this agreement.

**CAS Accsense, Inc. 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 CAS Accsense, Inc. is not responsible for prevention of any injurious event. CAS Accsense, Inc. makes no representation of warranty or merchantability of the system to prevent injurious events.

**Warranty and Liability.** CAS Accsense, Inc. warrants that its products will be free from defects in material and workmanship for two (2) years 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 CAS Accsense, Inc.'s behalf without prior written authorization. To obtain repair or replacement during the warranty period, contact CAS Accsense, Inc. to obtain a return authorization number. In the event of any damage caused directly or indirectly by CAS Accsense, Inc. or its Products or Service, CAS Accsense, Inc. is only liable for the cost of repair or replacement of the CAS Accsense, Inc. equipment itself, and will in no way be responsible for any other damages. This Warranty is your only remedy. No other warranties, such as fitness for any particular purpose, are expressed or implied. CAS Accsense, Inc. is not liable for any special, indirect, incidental or consequential damages or losses, arising from any cause or theory.

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

**Ownership of Raw Data.** You own your raw data. You may download it at any time for your own use. You may request in writing that CAS Accsense, Inc. delete your data at any time.

**Release of Raw Data.** CAS Accsense, Inc. will never release any Customer's raw data to a third party, other than to the acquirer in the event of an acquisition of CAS Accsense, Inc.

**CAS Accsense, Inc. Use of Customer Raw Data.** CAS Accsense, Inc. may periodically view, download, summarize, analyze and otherwise use Customer raw data for the purposes of Customer support and product development.

**Ownership of Events and Statistics Derived From raw Data, and Account Settings.** CAS Accsense, Inc. may use statistics calculated from raw data for its own purposes, including promotion and product development. CAS Accsense, Inc. will never release

any information calculated from a Customer's raw data in any form that may be traceable to the individual without the Customer's written permission, obtained in advance.

**Release of Raw Data.** CAS Accsense, Inc. will never release any events, statistics or account setting to a third party, other than to the acquirer in the event of an acquisition of CAS Accsense, Inc., Inc.

**Mandatory Arbitration and No Jury Trial.** Any dispute or claim between you, any member of your business or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Geauga County, Ohio. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**Time Limit on Any Claim:** REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims to arbitration. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN GEAUGA COUNTY, OHIO.

**No Waiver of Rights.** Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

**Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

**Relationship.** In the performance of this Agreement, it is mutually understood and agreed that CAS Accsense, Inc. is at all times acting and performing as an independent contractor and not as an employee of Customer. CAS Accsense, Inc. shall not have any claim under this Agreement or otherwise against Customer for Worker's Compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, all of which shall be the sole responsibility of CAS Accsense, Inc. Customer shall not withhold on behalf of CAS Accsense, Inc. pursuant to this Agreement any sums for income tax, unemployment, insurance, Social Security or otherwise pursuant to any law or requirement of any government agency, and all such withholding,

if any is required, shall be the sole responsibility of CAS Accsense, Inc. CAS Accsense, Inc. shall indemnify and hold harmless Customer from any and all loss or liability, if any, arising with respect to any of the foregoing benefits or withholding requirements.

**Modification.** No term of this Agreement may be modified except in writing, signed by Customer and CAS Accsense, Inc.