



Aware Buildings Service Agreement,

Terms of Service and Product Warranty

Equipment Estimates: All of Aware Building's proposal assumes indoor LoRaWAN gateways are required for network coverage, a specific number of sensors and gateways relative to the building's needs; the actual number of gateways to be validated based on results of an updated LoRa network survey.

Monitoring Fee Escalation: Aware Building agrees that fees for monitoring services will remain at the initial rates (with adjustments for changes in requested quantities of equipment being monitored) for a period of 5 years. Beginning with year 6 and all subsequent years, the fees charged for monitoring shall not exceed the fee that would have resulted from cumulative annual CPI-U level increases.

Professional services fee includes Remote Network and Gateway Configuration Professional Services for Remote Wireless Site Survey if needed. Includes provisional gateway hardware configured for GSM/ cellular and survey sensors for Wireless Site Survey. Does not include sensor installation fee. Does not include gateway installation or related wiring/ cabling, as these are variable costs and require an assessment installer.

Confidentiality: Customer agrees to keep the terms of this agreement confidential, to the extent possible.

Aware Buildings LLC Product Warranty:

Aware Buildings, LLC (herein "Aware") warrants that Aware branded hardware products (the "Products") will perform in accordance with published specifications and be free from defects in materials and workmanship for a period of five (5) years from the date of customer receipt of product. Aware's sole obligation shall be, at its election, to repair or replace the Aware product in question or to refund the purchase price. Aware may resell other components from third party manufacturers, these products are subject to the individual warranties of their manufacturers.

The Customer must notify Aware of the defect promptly after such defect comes to the attention of Customer. This warranty will not apply to any Aware Products that have been (a) damaged by lightning, water, or power surges, (b) neglected, altered, abused, or used for a purpose other than the purpose for they were provided, (c) repaired by you or any other party without Aware's prior written authorization, (d) used in conjunction with a third party product or products not approved in advance by Aware, or (e) otherwise used in a manner inconsistent with any instructions provided by Aware.

In the event that Aware repairs or replaces a defective Aware Product under warranty, the repaired or replaced product will be covered through the end of the original warranty period, but no repair or replacement will extend the warranty term past the five (5) year anniversary of the delivery date of the original Product. Any charges in excess of standard shipping charges associated with the shipment of replacement products shall be borne by Customer.

Limitation of Warranty and Remedies: The warranty set forth herein is the only warranty applicable to products purchased by customer. All other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed. You acknowledge and agree that the products and services furnished by aware are not guaranteed to be uninterrupted or error-free unless caused by gross negligence on the part of aware or its manufacturers and that aware will remedy all software issues relating to the functioning of the data management and alerting service within 24 hours and failure to do so will result in a credit for the time period during which such services are unavailable with a minimum credit of one month. Additionally, you agree that we are not liable for problems caused by you or a third party; by wireless carriers, data centers, buildings, accidents, network congestion, weather or items outside of our control. Furthermore, aware specifically disclaims any

and all liability and warranties, implied or expressed, for uses requiring fail-safe performance in which failure of a product could lead to death, serious personal injury, or severe physical or environmental damage such as, but not limited to, life support or medical devices or nuclear applications. Products are not designed for and should not be used in any of these applications. If you nevertheless choose to use the products, software, and/or services in such activities, you must not rely on them as your sole or primary source of monitoring.

Aware makes no other warranties, express or implied, and all implied warranties of merchantability, non-infringement and fitness for a particular purpose are hereby disclaimed. In no event will aware be liable for punitive, special or consequential damages, or for an amount in excess of the purchase price of the defective aware product or products.

A Note on Battery Performance: Aware LoRaWAN sensors have a very long battery life. Any wireless sensor's battery life depends on a number of factors including operating temperature, sampling rate, and wireless communication rate. Aware warrants that its LoRaWAN sensors will operate on 2 lithium AA cells for a period of FOUR YEARS when operated at 70 degrees F (+/- 10 degrees) with a sensor sampling rate of 1x per 60 seconds and a heartbeat of 30 minutes.

Return Procedures: contact support@awarebuildings.com for return procedures.