



TERMS OF SERVICE

The following describes the Terms of Service (“Terms”) that apply to all services offered by RPS Holding, Inc. or any of its affiliates (“Sensor Swarm”) related to temperature monitoring and reporting (the “Sensor Swarm Services”). Use of any the Sensor Swarm Services constitutes and evidences agreement to these Terms. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING ANY SENSOR SWARM SERVICES. Please keep a copy of these Terms for your records.

Supplemental terms may apply to certain services. Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable services.

License

Subject to your compliance with these Terms, Sensor Swarm grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use Sensor Swarm Services for the purpose of monitoring or reporting temperature data for [your business] operated in the [United States]; and (ii) access and use of any content, information and related materials that may be made available by Sensor Swarm, in each case solely for your lawful, commercial use, but specifically excluding any right to resell, license or distribute the Sensor Swarm Services or content. The term of this license is the same as the term of your subscription for Sensor Swarm Services. You are not authorized to access or use the Sensor Swarm services via an unauthorized interface or in a manner that is inconsistent with these terms or any instructions provided by Sensor Swarm. Any rights not expressly granted herein are reserved by Sensor Swarm.

Except for the limited license granted above, neither these Terms nor your use of the Sensor Swarm Services convey or grant to you any rights in or related to: (i) the Sensor Swarm Services, or its underlying intellectual property; or (ii) Sensor Swarm’s company name, logos, product and service names, trademarks or services marks.

You may not: (i) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, stream, broadcast or otherwise exploit the Sensor Swarm Services except as expressly permitted by Sensor Swarm; (iii) decompile, reverse engineer or disassemble the Sensor Swarm Services (iv) link to, mirror or frame any portion of the Sensor Swarm Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Sensor Swarm Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Sensor Swarm Services; or (vi) attempt to gain unauthorized access to or impair any aspect of Sensor Swarm Services or its related systems or networks.

Any use of the Sensor Swarm Services, other than as specifically authorized in these Terms, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes.



Temperature and Sensor Data

The Sensor Swarm Services allow you to send or receive temperature, location and sensor data and store that data for a limited period of time. You retain ownership of and any intellectual property rights that you hold in that data. When you use the Sensor Swarm Services to store, send or receive temperature, location and sensor data, you give Sensor Swarm (and those we work with) a worldwide license to use, host, and store the data. This license continues even if you stop using the Sensor Swarm Services. You represent that you have the right to grant us this license for any data received, captured or transmitted by Sensor Swarm sensors or the Sensor Swarm Services.

For information concerning how we collect, use and disclose information concerning users, you should refer to our [Privacy Policy](#). By using the Sensor Swarm Services, you agree that Sensor Swarm can use any of your data in accordance with our privacy policies.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Sensor Swarm Services. Your cellular or mobile network's data and messaging rates and fees may apply. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Sensor Swarm Services. Sensor Swarm does not guarantee that any of the Sensor Swarm Services will function on any particular hardware or device. The Sensor Swarm Services may be subject to malfunctions, interruptions, data loss and delays inherent in the use of the Internet and electronic communications.

Your Account

In order to use most aspects of the Sensor Swarm Services, you must register for and maintain an active account with Sensor Swarm. You must be at least 18 years of age to obtain an account. Account registration requires you to submit to Sensor Swarm certain personal information, such as your name, address, and mobile phone number. You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain an active, fully-paid, subscription for Sensor Swarm Services terminates your right to access or use the Sensor Swarm Services and the right to access your account. You agree to maintain the security and secrecy of your account username and password at all times. Unless otherwise permitted by Sensor Swarm in writing, you may only possess one Sensor Swarm account. You may not authorize third parties to use your account, and you may not allow persons under the age of 18 to use your account. You may not assign or otherwise transfer your account to any other person or entity. We reserve the right to limit or restrict use of the Sensor Swarm Services or your Sensor Swarm account if we reasonably believe the use is unauthorized, fraudulent or otherwise unlawful.

Modifying and Terminating Sensor Swarm Services

We are constantly changing and improving the Sensor Swarm Services. We may add or remove functionalities or features, and we may suspend or stop a service altogether. Sensor Swarm may stop providing any Sensor Swarm Services to you, or add or create new limits to the Sensor Swarm Services at any time. If we discontinue a Sensor Swarm Service, where reasonably possible, we will give you advance notice.



Our Warranties and Disclaimers

We provide the Sensor Swarm Services using a commercially reasonable level of skill and care. We will use commercially reasonable efforts to retain any data captured for 7 days from the date of capture. You are responsible for retrieving data from the Sensor Swarm Services if you would like to access or use the data after the 7-day period.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER SENSOR SWARM NOR ITS AGENTS OR AFFILIATES MAKE ANY SPECIFIC PROMISES ABOUT THE SENSOR SWARM SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT YOUR ACCESS TO THE DATA STORED IN THE SENSOR SWARM SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Limitation of Liability

WHEN PERMITTED BY LAW, SENSOR SWARM WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SENSOR SWARM FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES.

IN ALL CASES, SENSOR SWARM AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Indemnity

You and all businesses you work for or with agree to indemnify, defend, and hold harmless Sensor Swarm, its employees, directors, shareholders, or officers from and against any loss, liability, damage, penalty or expense (including reasonable attorneys' fees and court costs) which may be claimed by a third party as a result of: (i) your use of the Sensor Swarm Services; (ii) any breach or non-compliance by you of these Terms; (iii) your violation of any representation, warranty or agreements referenced herein; (iv) any dispute or litigation caused by your actions or omissions; (v) your negligence or violation of any applicable law or rights of a third party; (vi) your violation of any third-party intellectual property right, publicity, confidentiality, property or privacy right; or (vii) any disputes or issues between you, or the businesses you work for or with, and any third party.

Text Messaging

If you opt to receive SMS notifications, you agree that Sensor Swarm may send you informational text (SMS) messages as part of the Sensor Swarm services. Standard text message rates may apply. You may opt-out of receiving text (SMS) messages from Sensor Swarm at any time by updating your



preferences on the Sensor Swarm website or mobile app. You acknowledge that opting out of receiving text (SMS) messages may impact your use of Sensor Swarm Services.

Submission of Ideas

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about Sensor Swarm and the Sensor Swarm Services (collectively, "Ideas"). Ideas provided to Sensor Swarm by email or otherwise are entirely voluntary, non-confidential, gratuitous and non-committal. Sensor Swarm shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them.

Assignment

Sensor Swarm may assign its rights, responsibilities and liabilities related to these Terms in part or in whole to a third party at any time, at Sensor Swarm's discretion.

Termination

We may suspend or terminate these Terms and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability.

Construction

In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of these Terms.