



Ranch Water Monitor and Network Services Terms Of Service

TERMS OF SERVICE

Purchase of the Ranch Water Monitor and the use of Network Services are subject to the following Terms of Service Agreement.

The Seller provides the Ranch Water Monitor and Network Services to the user, subject to the following Terms of Service, which may be updated by us from time to time without notice.

1. DEFINITIONS

Automation Instrumentation Controls LLC DBA Ranch-Water.com may be referred to as **AIC LLC** in this document.

AIC LLC and its Subsidiaries, Affiliates and Suppliers shall collectively be referred to as the **Seller** in this document.

NETWORK SERVICES - Is defined as all communications methods utilized in the operation of the Ranch Water Monitor. Communications methods include but are not limited to Satellite Communications, Cellular Communications and Data Services provided over the internet.

2. ACKNOWLEDGEMENT

The user's purchase and continued use of the Ranch Water Monitor and Network Services constitutes acknowledgement and acceptance of this Terms Of Service agreement.

3. HARDWARE WARRANTY

The Seller warrants to the user that the Ranch Water Monitor provided to the user will be free from defects in materials and workmanship under intended use with the Network Services for a period of twelve (12) months from date of shipment or delivery to the user. The Ranch Water Monitor is warranted only for use with Network Services provided by the Seller. The Seller's sole obligation under this warranty shall be, at the Seller's discretion to either repair or replace the Ranch Water Monitor.

4. SERVICE IS NOT GUARANTEED

The user acknowledges that the Seller shall supply the Network Services on a good faith effort basis and that service failures and interruptions may occur and are difficult to assess as to cause or resulting damage. The Network Services may not be available for a number of reasons including but not limited to a) a blockage of satellite coverage by man-made or natural structures, or b) satellite or other communications facilities failures, limitations, equipment outages or scheduled maintenance, or c) regulatory requirements or notification of harmful interference, or d) failure of the Seller's service providers to provide such service for any reason.

The Parties agree that the Seller shall not be liable to the user for any losses or damages of any kind whatsoever arising out of any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, alteration of or use of records associated with the Network Services, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

The Seller makes no warranties, conditions, representations or guarantees as to the availability of satellite space segment and related services or network operation services provided by the Seller or any other third party as applicable.

The seller provides Network Services to the user on an "AS IS" basis.

5. END USER LICENSE AGREEMENT

The Seller retains ownership of the software and firmware utilized in the Ranch Water Monitor. The Seller shall grant a license to the user to use the software and firmware upon purchase of the Ranch Water Monitor. The Seller may occasionally provide updates to the software and firmware as needed to maintain or optimize function.

The user agrees not to otherwise reproduce, archive, copy, modify, decompile, disassemble, reverse engineer or create derivative works of any portion of the Ranch Water Monitor's software and firmware, and may not transfer or distribute it in any form, for any purpose.



Ranch Water Monitor and Network Services Terms Of Service

6. PAYMENTS FOR ON-GOING NETWORK SERVICES

The Seller has designed the Ranch Water Monitor to be used with the Network Services provided by the Seller. Use of the Network Services requires a subscription that is billed annually. Nonpayment will result in the suspension of Network Services after 30 days. Payments for Network Services are non-refundable.

7. LIMITATION OF LIABILITY

The Seller shall have no liability to the user or any third person for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages of any nature whatsoever (including, but not limited to, loss of revenue, profit, or data, or property damage, injury or other commercial or economic loss), whether such liability is asserted on the basis of contract, warranty, contribution, strict liability, or other theory arising out of this agreement, or any other legal theories.

8. COPYRIGHT NOTICE, TRADEMARKS and INTELLECTUAL PROPERTY

The user acknowledges that the Seller is the owner of all intellectual property, including, without limitation, copyright, trade secrets and patent rights, relating to the Ranch Water Monitor and Network Services, the Seller's Marks and the Documentation. The user shall have no rights in respect of such copyright or intellectual property.

The user shall not attempt to reverse compile, disassemble or reverse engineer the Ranch Water Monitor or Network Services. The user shall not copy or otherwise reproduce the Ranch Water Monitor or Network Services, in whole or in part. The user shall not modify in any form whatsoever the Ranch Water Monitor or Network Services.

9. GOVERNING LAW

This Agreement and any matter relating thereto shall be governed, construed and interpreted in accordance with the laws of the State of Utah, USA and the courts of that state shall have exclusive jurisdiction over all matters arising hereunder.

10. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Seller and the user with respect to the subject matter hereof and will supersede all prior negotiations, agreements and understandings of the Seller and you of any nature, whether oral or written, with respect to such subject matter.

11. SEVERANCE

The provisions of this Agreement will be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, any such invalid, void or otherwise unenforceable provisions will be replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable and the remaining provisions will remain valid and enforceable to the fullest extent permitted by applicable law, in each case so as to best preserve the intention of the Parties with respect to the benefits and obligations of this Agreement.

12. EXPORT COMPLIANCE

The Ranch Water Monitor and Network Services include sensitive satellite communications technology. The United States and certain other countries control the export of sensitive products and information. You agree to comply with such restrictions and not to export or re-export the Ranch Water Monitor to countries or persons prohibited under export control laws. By purchasing the Ranch Water Monitor and subscribing to Network Services, you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department's Table of Denial Orders or the U.S. Treasury Department's list of Specially Designated Nationals. You are responsible for compliance with the laws of the United States regarding the import, export, or re-export of the Ranch Water Monitor and Network Services.