

ei³ Terms & Conditions

For Delivery of its Internet Applications for data monitoring, Ei3 Corporation Inc., the "COMPANY", agrees to provide Internet of Things, IoT, services to _____, the "CLIENT", subject to the following Terms and Conditions:

The Services

COMPANY shall provide an Internet-base application that performs data collection, analysis and reporting, the "Services". By using the Services, CLIENT agrees to these Terms and Conditions.

Availability of the Services

COMPANY's provision of the Services is subject to delays or interruptions resulting from circumstances outside of its control. The Services shall be provided with at least 99.95% availability, (availability is calculated as the average number of minutes in any given rolling twelve month period where there are no circumstances affecting availability that are outside of COMPANY's control).

Term of Services

COMPANY shall ensure that the Services are available for CLIENT use for the duration as determined by CLIENT, the "Service Plan". The starting date of the Service Plan shall be deemed to be the date when online services commence.

Invoice

Upon receipt of an official purchase order, completed order form, or other form or direction to provide the Services, COMPANY shall issue an invoice to CLIENT. The invoice shall be in the amount as indicated for the selected Service Plan.

Payments

Upon receipt of Invoice, CLIENT shall provide payment in full within 60 days. If payment is not received, COMPANY shall have the option to cease provision of the Services.

Use of Data

The Services shall collect data from CLIENT including energy, water and waste data. The data shall be used for analysis and alerting purposes. The data shall be made available to CLIENT using various interfaces as provided as a part of the Services. COMPANY shall exert its best efforts and use industry standard practices to keep CLIENT data private and confidential. CLIENT agrees that COMPANY may use CLIENT data in the aggregate for the purposes of improving its Services, anonymous benchmarking and any other purposes that maintain the privacy and confidentiality of CLIENT data. CLIENT further agrees that CLIENT data may be shared with Hilton Worldwide.

Assignment

The Services may not be assigned or transferred by CLIENT without the prior written consent of COMPANY.

Choice of Law & Venue

This Agreement shall be governed by the laws of the State of New York. The parties hereby agree that any cause of action arising under the Agreement may only be brought in the state courts and federal court located in New York and each of the parties hereby consent to the jurisdiction of such Courts.

Modification

COMPANY reserves the right to revise these Terms and Conditions at any time. A current version of the Terms and Conditions will be kept online at the URL indicated at the Services' home page. Any such revision will be binding and effective immediately upon posting of the revised Terms and Conditions on our web site. CLIENT's continued use of the Services constitutes agreement to any revision of the terms and conditions of this Agreement.

Warranty

COMPANY warrants the product supplied to be in good working order for a period of one year from date of purchase. If at any time within the one-year warranty period this product should fail, COMPANY will repair or replace the product, at its option. This limited warranty does not cover damages resulting from lightning or other power surges, abuse, misuse, or unauthorized modifications.

Limitation of Liability

CLIENT AGREES THAT COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY FOR A FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT EXCEED THE PAYMENTS RECEIVED BY EI3 FROM CLIENT WITH RESPECT TO THE SERVICES WHICH COMPANY HAS FAILED TO PERFORM FOR SUCH ITEM OF EQUIPMENT.

Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by Federal Express, Express Mail, or similar overnight delivery or courier service or delivered in person, by e-mail, or similar telecommunications methods, to the party to whom it is to be given, at the address of such party set forth within this document.



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