



TEL-TRU
MANUFACTURING CO.
Temperature + Pressure Instruments

Tel-Tru Manufacturing Remo-Tel Terms and Conditions United States

4/23/24

This Agreement constitutes a legal agreement between you, either an individual or a legal entity ("you" or "your"), and Tel-Tru Manufacturing, a New York corporation ("we," "us" or "our", "TEL-TRU"). Its terms and conditions govern your use of our online internet application, including software and hosted data, and online documentation ("Software"), our database, forms, reports, web site ("Site"), and all third party software, hardware and functionality made available to you (together with the Software and Site, the "Service") in order to access, view and edit online the data ("TEL-TRU Data") belonging to TEL-TRU that is hosted and made available to you through the Service.

1) **LICENSE GRANT.** Subject to the terms and conditions of this Agreement, we hereby grant you a nonexclusive, non-transferable, terminable and limited license, without right of sublicense, to use the Service only to access, view and/or edit, if applicable, as permitted by your Account ID and password, online forms or reports portions of the Service and TEL-TRU Data. Your license may be terminated at any time by us, as provided in the termination section below.

2) **RESTRICTIONS ON USE.** You may not reproduce or download the TEL-TRU Data or Service, in whole or in part, unless you receive prior written authorization from us. You may download your own data including temperature, power, and alert data from your Account on the system. You may not modify, create derivative works of or distribute the Service or TEL-TRU Data. You may not attempt to reverse engineer, decompile, disassemble, or otherwise access the source code for, the Service or any component thereof. You may not use the Service or the TEL-TRU Data, in whole or in part, in the operation of a service bureau or for the benefit (financial or otherwise) of any party (including you) other than TEL-TRU and its subsidiaries. You may not permit any third party to access the Service or TEL-TRU Data. You may not transmit the Service or TEL-TRU Data to a third party, in whole or in part, electronically or by any other means. You may not access the Service via any means other than over the Internet using a supported web browser including Chrome, FireFox, Internet Explorer V10 or later, Safari, and various smartphone or tablet browsers. You may not sell, license, sublicense or transfer the Service or the TEL-TRU Data, or exploit the Service or TEL-TRU Data for any commercial purpose.

3) **OWNERSHIP.** You acknowledge and agree that we and our licensors retain ownership of all right, title and interest (including, all patent, copyright, database rights, Internet domain names, get-up, logos, trademark, trade secret and other intellectual property and proprietary rights) in and to, the Service and the Software and any authorized copies thereof, and that you will have no rights in and to the Service or TEL-TRU Data except those expressly granted under this Agreement.

4) **USE OF SERVICES and ACCOUNT.** You represent and warrant that you are at least 18 years of age or the applicable state age of majority and that you possess the legal right and ability to enter into this Agreement. You agree not to use the materials, content, Services and your Account for any unlawful or abusive purpose or in any way that interferes with our ability to provide Services to our customers, or damages our property.

Certain pages on the Site or the access to the Services and/or your Account may be accessed only by use of a personal account email address ("Account ID"). You are solely responsible for all uses of the Site and/or the Services and/or your Account. If your Services or Accounts are fraudulently used, you agree to immediately notify us of such unauthorized use. We have the right to interrupt, restrict or terminate Services to your Account, without notice to you, if we suspect fraudulent or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. If we suspect fraud or abuse on your Account we reserve the right not to refund some or all of your charges in our sole discretion.

5) **PASSWORDS.** You will create a password and Account ID for your account to use the Services ("Account"). Each time you register a device on your Account you will be asked for your acceptance of this Agreement via a sign up screen. You may use the Account ID you created to access and use the Service and TEL-TRU Data only as expressly permitted under this Agreement.

6) **TERM.** The term of this Agreement begins on the date we activate Services for your Account. This Agreement will continue from annually until terminated by either party pursuant to the terms hereof.

7) **CHARGES.** You are responsible for paying all charges to your Account for Services, including but not limited to, recurring charge for the monitoring service and for all taxes imposed on you or us as a result of your use of the Services. You will select the payment plan for your subscription based on your device type. The choices will be shown to you during device registration.

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Currently the options for subscription plans are:

- \$300 USD annually for year to year plan. A minimum of 1 year is required. The year starts on the first day that you are billed your annual monitoring fee

Please note that these rates can change at any time without notice.

You can cancel your plan at any time but will not receive back any fees for unused months of service.

8) BILLING AND PAYMENT. Any applicable annual recurring charges are billed in advance of the year of usage. Unless otherwise agreed to in writing, you are to pay for all charges by credit or debit card. Credit or debit cards will automatically be billed annually and no additional notice or consent will be required for billings to that credit or debit card or account. You will advise us of any changes to your credit or debit card account, such as account number, billing address, or expiration date changes and email on file. Time is of the essence for payment. Therefore, you agree to pay us interest at the lesser of (a) 18% per annum or (b) the highest amount allowed by law for any amounts unpaid as of the due date. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. Notice of any disputes must be in writing and received by us at our address within thirty (30) days after the invoice date or you will waive any objection. If you fail to give us notice during such thirty (30) day period, you waive and release all rights to bring any claim, action or suit against TEL-TRU regarding the dispute at question.

9) YOUR WARRANTY. You represent and warrant that: (a) all information supplied by you during the registration process is true, accurate, current and complete; (b) you will not register under the name of, or attempt to enter or use the Service or TEL-TRU Data under an Account ID other than your own created Account ID; and (c) you will fully comply with all the terms and conditions of this Agreement. You will be responsible for complying with and for preserving the confidentiality of your Account ID and you will be liable for any use of your Account ID to access or use the Service or TEL-TRU Data, whether or not, you know of such access or use. You agree to immediately notify us of any known or suspected unauthorized use of your password.

Disclaimer of Warranty. The service and access to the TEL-TRU data are licensed "as is" and "as available" without any express or implied warranties whatsoever, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, course of dealing, course of performance, and usage of trade. We and our licensees hereby disclaim any duty or commitment to provide any fix or correction to any problem, bug, defect or deficiency in the service or TEL-TRU data. We and our licensees do not warrant that the service and TEL-TRU data will operate error free, or in an uninterrupted fashion, or that any defects or errors in the service will be corrected, or that the service is compatible with any particular software or browser.

10) Limitation of Liability. Neither we nor our licensees nor our licensors will be liable to you for any damages of any kind whatsoever, including, without limitation, direct, indirect, special, consequential, punitive, treble, exemplary and similar damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement and the service, including, without limitation, termination of this agreement and the service. This limitation of liability provision constitutes an essential part of this agreement, and we would not license the service and TEL-TRU data to you without such limitation. If, notwithstanding the other terms of this agreement, TEL-TRU manufacturing and its licensees and licensors should have any liability to you or any third party for any loss, harm or damage, you and TEL-TRU manufacturing agree that in no event shall liability of TEL-TRU Manufacturing and its licensees and its licensors to you for any reason exceed our charges for the service during the affected period giving rise to such liability.

11) Indemnification. You agree to defend, indemnify, and hold harmless TEL-TRU Manufacturing its parents, subsidiaries, affiliates, and their respective members, managers, directors, officers, employees, shareholders, agents and any underlying carrier, harmless from and against any and all claims, expenses or damages (including attorneys' fees), whether known or unknown, arising from, incurred as a result of, or in any manner related to (a) your use of the services, (b) any other person's use of any account you maintain, regardless of whether such use is authorized by you, or (c) your promises, agreements or statements made in this agreement. You hereby agree to waive all laws that may limit the effectiveness of the foregoing releases. Notwithstanding the foregoing, you shall not be liable for claims, expenses or damages arising from the intentional or grossly negligent acts of TEL-TRU Manufacturing or its employees, agents, contractors or representatives. This indemnification shall apply to the fullest extent PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

12) CONFIDENTIALITY. Any information or materials provided by us to you, including, without limitation, the Service and the TEL-TRU Data, will be considered confidential and proprietary information ("Confidential Information"). You agree to protect the Confidential Information from unauthorized use or disclosure during the term of this Agreement and thereafter, and you agree not to disclose to any third party such Confidential Information except as expressly permitted hereunder. Information will not be considered Confidential Information if it (a) is or becomes publicly known without your fault, breach of contract or negligence; or (b) is lawfully disclosed to you by a third party who is not subject to any duty of confidentiality.

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13) INJUNCTIVE RELIEF. You agree that we may seek remedies before a court of any competent authority of any injunctive relief in relation to any breach of this Agreement or infringement by you of our rights.

14) DEFAULT AND TERMINATION. You may terminate this agreement for Services at any time. You may do this by cancelling your device's Service using the Subscription tab of your Account on the Site or you may call customer service at 800-232-5335 to have your Account terminated. We will send an acknowledgement of cancellation email to your Account ID. There MAY BE A REACTIVATION FEE to reactivate your device. If you sign up for a new annual plan, NO reactivation fee will be due upon reactivation of Service.

We may terminate this Agreement and with it the use of the Service and TEL-TRU Data at any time with or without cause informing you with an email to your ACCOUNT ID. In addition, this Agreement will automatically terminate, without notice, if and when you fail to comply with the terms hereof.

If you fail to pay any amount owed to us within 10 days after the due date, or if you have in the past failed to pay amounts due us or an affiliate of ours, or if you breach any representation or warranty made to us or fail to perform any of the promises or agreements you have made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, in our sole discretion and with or without prior notice, restrict or terminate the Service and/or terminate this Agreement, in addition to all other remedies available to us.

Upon termination of this Agreement and/or your Service, your right to use the Service immediately ceases. You shall have no right to and we will have no obligation thereafter to forward any alerts or TEL-TRU Data to you or any third party. We MAY REQUIRE REACTIVATION FEES to renew the Service after termination or suspension. Upon termination of this Agreement, your license to the Service and TEL-TRU Data will automatically terminate, your ID will be immediately disabled and you must destroy any and all copies you have of the Software and TEL-TRU Data, in whole or in part, in all forms and formats. This and the prior sentence and the provisions of the Sections entitled "Restrictions on Use," "Ownership," "Disclaimer of Warranty," "Limitation of Liability," "Indemnification", "Confidential Information," "Injunctive Relief," and "General Provisions" hereof will survive the expiration or any termination of this Agreement.

You are responsible for paying all amounts and charges owing under this Agreement. Should your credit or debit card decline for any reason, we will send an email notification to the account holder. If we do not hear back within 10 days your Account will be terminated. Your account may be reactivated after we receive payment but your settings will be lost and a reactivation fee may apply.

15) CHANGES TO AGREEMENT AND THE SERVICE. TEL-TRU may update this Agreement at its sole discretion, and you will be asked to review and agree to the revised version of the Agreement once it becomes effective. If you do not agree to the revised Agreement, your Account and this Agreement including the Service will automatically be terminated. If at any time you are no longer able to comply with the terms of the then-current Agreement, you must terminate this Agreement pursuant to Section 14 and immediately stop using your Account and the Service. TEL-TRU may change, modify, suspend, or discontinue any aspect of the Service at any time. TEL-TRU may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Service and the TEL-TRU Data.

16) FORCE MAJEURE. Either party shall be excused from any delay or failure in performance hereunder, other than the payment of moneys, caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, terrorism, war or government requirements.

17) NOTICES. Except as otherwise provided in this Agreement, notices and other communications under this Agreement shall be in writing and shall be delivered, mailed by first-class mail, postage pre-paid or sent by electronic mail, addressed, (a) if to you, at the address as kept in our files or at such other address as you shall have furnished to us in writing, or (b) if to us at 408 St. Paul Street, Rochester, NY, 14606 attention Customer Service. Your notice must specify your name, your company's name, and Account ID. Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (ii) if given by any other means (including, without limitation, by air courier), when delivered at the address specified above.

18. ARBITRATION.

- (1) Arbitration. Any dispute, controversy or claim related to this Agreement ("Dispute") (except those Disputes expressly excluded below) that cannot be resolved through informal negotiations shall be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be initiated and conducted according to either the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except as modified herein, or its successor, in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted at the Rochester, New York, office of AAA, before a single neutral arbitrator

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appointed in accordance with the Arbitration Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall follow New York law and the Federal Rules of Evidence in adjudicating the Dispute. The arbitrator shall not have the right to award punitive damages or speculative or indirect damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to abide by all of the terms and conditions in this Agreement and follow applicable law. Both parties agree to waive any objection to the jurisdiction of such venue. The parties agree that all decisions and awards rendered in any arbitration proceedings are final and conclusive and to abide by all such decisions and renderings. Each party to the arbitration agrees to pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator. The arbitrator shall provide a detailed written statement of decision, which shall be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator shall be former or retired judge or justice of any New York state or federal court with experience in matters involving the technology industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Monroe County, State of New York. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. Except as otherwise provided in this Agreement, you and TEL-TRU may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Monroe, State of New York, United States of America, and you and TEL-TRU agree to submit to the personal jurisdiction of that court.

- (2) Restrictions. You and TEL-TRU agree that any arbitration shall be limited to the Dispute between TEL-TRU and you individually. To the full extent permitted by law: (a) no arbitration shall be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- (3) Exceptions. You and TEL-TRU agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or TEL-TRU's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy or unauthorized use; and (c) any claim for injunctive relief.
- (4) Governing Law. Except as expressly provided otherwise, this Agreement shall be governed by, and will be construed under, the Laws of the United States of America and the law of the State of New York, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Those who choose to access the Service from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. Applicable to any action not covered by arbitration hereunder, any legal action or proceeding brought to interpret or enforce this Agreement or in any other way arising out of or in relation to this Agreement shall be brought in the federal or state courts located in Monroe County, State of New York, United States of America. The parties hereto irrevocably submit to the jurisdiction of said courts in any such action or proceeding and hereby waive any and all objections to the personal jurisdiction of said courts. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT

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TO TRIAL BY JURY THAT THEY MAY HAVE IN ANY ACTION OR PROCEEDING IN LAW OR AT EQUITY IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO.

- (5) Severability. You and TEL-TRU agree that if any portion Section 18 is found illegal or unenforceable (except any portion of 18(3), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 18(3) is found to be illegal or unenforceable then neither you nor TEL-TRU will elect to arbitrate any Dispute falling within that portion of Section 18(3) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within Monroe County, State of New York, United States of America, and you and TEL-TRU agree to submit to the personal jurisdiction of that court.

19) GENERAL PROVISIONS. This Agreement constitutes the entire and exclusive agreement between you and us with respect to the subject hereof and supersedes and replaces any and all prior and contemporaneous agreements, understandings, promises, and representations and warranties, oral or written, made by either party to the other concerning the subject matter hereof. The terms set forth in this Agreement, including the Disclaimer of Warranties, Limitation of Liability and Indemnification provisions are fundamental elements of the basis of the agreement between TEL-TRU and you. TEL-TRU would not be able to provide the Service on an economic basis without such limitations. The Disclaimer of Warranties, Limitation of Liability and Indemnification provisions inure to the benefit of TEL-TRU's licensors, successors and assigns. This Agreement may only be amended or modified in a writing duly executed by representatives of both parties. This Agreement may not be assigned or transferred by you except with our prior written consent. We may assign this Agreement at our discretion. Any prohibited assignment is null and void. You agree that you are not considered, and shall not represent yourself as, an agent, employee, joint venturer, or partner of TEL-TRU. If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, such provision will be interpreted so as to best accomplish the objectives of such provision and the remainder of this Agreement will remain valid and enforceable. Any indulgence or waiver of any breach of any term or any condition of this Agreement will not be construed as a waiver of any subsequent breach of any term or condition of this Agreement. You agree that you will comply with all applicable laws in connection with your use of the Service and this Agreement. You must supply all necessary facilities, utilities and equipment necessary to use the Service, including appropriate computer equipment and Internet connections, at your sole risk and expense.

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