

## TERMS and CONDITIONS for Wireless Connectivity and Command Center from Yellowstone AI

Last Updated 12/5/2020

THIS SERVICE AGREEMENT (this "Agreement") is made and effective as of the date Customer ("Customer") purchases the Services provided pursuant to this Agreement.

WHEREAS, YELLOWSTONE AI, a Colorado LLC (herein referred to as "YELLOWSTONE AI"), offers access to and use of services from wireless and application service providers (the "Services"), and Customer desires to receive such Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. RELATIONSHIP

- a. Customer hereby engages YELLOWSTONE AI to provide cellular connectivity solely for compatible trail cameras. YELLOWSTONE AI may elect in the future to offer mobile applications or other services (herein referred to as "Services") and YELLOWSTONE AI hereby accepts such engagement.
- b. Customer orders submitted through the YELLOWSTONE AI portal will be binding upon YELLOWSTONE AI upon written confirmation or provisioning of the Service.

This Agreement shall commence on the date the customer creates their account with YELLOWSTONE AI and automatically renew each billing period until terminated in writing or via the YELLOWSTONE AI portal.

### 2. CUSTOMER COMMITMENTS. Customer agrees:

- a. They will supply accurate information in the account setup and will keep their contact information current;
- b. They will not use Yellowstone AI cameras, wireless service, and/or command center in connection with the transmission of nude or inappropriate images, nor with any regard to any illegal activity.

### 3. CUSTOMER ACKNOWLEDGES and agrees that:

- a. YELLOWSTONE AI relies upon network partners for connectivity. Service on cellular networks can be interrupted for many reasons (including but not limited to network upgrades, changing coverage, illegal or unethical activities, non-payment by Customer, acts of nature, acts of terrorism, government intervention, force majeure, etc.). YELLOWSTONE AI shall use commercially reasonable efforts to ensure the service is available 24 hours a day, 7 days a week, but YELLOWSTONE AI will not be liable to Customer for interruptions in service.
- b. Eventually, as network partners update the technology and coverage of their networks, the wireless communication modem/module/chip in each camera will cease functioning and that service will be permanently interrupted (for example, upon the sunset of 4G networks), YELLOWSTONE AI may elect to, but will have no obligation to replace Customer's equipment or find alternative means of connectivity.
- c. Customer is not acquiring services for the purposes of re-licensing, resale or redistribution.
- d. YELLOWSTONE AI is authorized to provide Services by the network providers, but Services remain dependent upon that provider continuing to provide and support its network and that authorization.

- e. Customer acknowledges that service is available only within the applicable plan coverage areas, within operating range of wireless systems and with Equipment authorized by the provider to operate on its network.
- f. YELLOWSTONE AI may modify this Service Agreement from time to time, in its sole and absolute discretion. Customer's continued use of the Services shall represent acceptance of such updated Service Agreement.
- g. Certain states or other governing bodies restrict the use of live or near-live cameras in the pursuit of wild game. Customer agrees to comply with all applicable laws and regulations when using the camera and Service.
- h. Stopping, and then restarting service may require the Customer to visit camera to a) power-cycle or b) update configurations, which Customer will do at Customer's cost.

## 5. SUPPORT SERVICES

- a. Support for your device, setup procedures, SIM or data plan status can be obtained at [support@yellowstone.ai](mailto:support@yellowstone.ai) or by calling our then-current support phone number, if applicable.
- b. Any questions related to your wireless service or charges to the account should be forwarded by emailed to [support@yellowstone.ai](mailto:support@yellowstone.ai)

## 6. WILDLIFE CONSERVATION AND CUSTOMER'S PRIVACY

- a. YELLOWSTONE AI is an American small business that values your privacy. Given the nature of our business, TRANSMITTED IMAGES MAY TRAVERSE YELLOWSTONE AI SERVERS. In this event, YELLOWSTONE AI may access transmitted images SOLELY for the purposes of a) quality and training, or b) improving support, customer experience and species-detection technology. Customer may request to YELLOWSTONE AI to not use Customer's images for any or all of the above by emailing [support.yellowstone.ai](mailto:support.yellowstone.ai),
- b. YELLOWSTONE AI intends to partner with various wildlife organizations to aide in their management and conservation of wildlife. YELLOWSTONE AI may share anonymized, non-personally identifiable data to such organizations but shall never sell or share your personally identifiable information.
- c. In no event, will YELLOWSTONE AI share your images with any law agency unless legally compelled to do so.

## 7. PRICING AND BILLING

- a. YELLOWSTONE AI may change prices at any time, and from time to time, in its sole and absolute discretion. Such price changes shall take effect in the customer's subsequent billing cycle.
- b. Prices are subject to correction for clerical and typographical errors.
- c. Prices are exclusive of duties, fees, tariffs or other governmental charges which may be applied to any Order. Such amounts are payable by Customer and will be reimbursed to YELLOWSTONE AI at its cost if paid by YELLOWSTONE AI.
- d. Customer agrees to pay a recurring fee in accordance with the defined service plan and payment method. Such fees are charged in advance for data and application services and in the arrears for actual usage.
- e. Deactivated service prior to the end of a billing cycle will not result in a credit/payment/or other compensation to the Customer for remaining unused service. Exceptions may be made at YELLOWSTONE AI's sole and absolute discretion.
- f. Services may be or become subject to sales, use, value added, excise or other taxes. Customer agrees to pay such amounts when due.

## 8. PAYMENT TERMS

- a. Payment for services will be in U.S. Dollars.

- b. Fees paid are not refundable under any circumstances.
- c. Past due amounts will be subject to interest at the rate of the lesser of 2.5% per month or the highest rate allowed by applicable law.
- d. Customer agrees to reimburse YELLOWSTONE AI for all costs of collection incurred by YELLOWSTONE AI in connection with the enforcement of this Agreement.

8. **TERMINATION OR SUSPENSION** – this agreement may be terminated or suspended by either party at any time for any reason or no reason at all.

9. **DISCLAIMER OF WARRANTIES.**

- a. YELLOWSTONE AI warrants that it will provide the Services in a professional manner, in keeping with industry standards applicable to the Services. But makes NO representations, warranties, covenants or guarantees relating to:
  - i. network transmission capacity;
  - ii. whether data will be transmitted in an uncorrupted form;
  - iii. the security of any transaction, communication, facility or service;
  - iv. the fault tolerance of the Services or the suitability of same for high risk activities;
  - v. the compatibility of the Services or the facilities (including SIMs/Devices and associated firmware and software) with Company's use, including Company's content, data, programs or transmissions; or
- b. Coverage locator maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service.

10. **INDEMNIFICATION**

- a. Customer shall indemnify and hold harmless Yellowstone AI, the Underlying Carrier supplying services to YELLOWSTONE AI, and applicable officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death, arising in any way directly or indirectly in connection with this Agreement or the use, failure to use, or inability to use the Services. This indemnity shall survive the termination of the Agreement.
- b. Customer understands that placing powered electronics in the wild can cause forest fires or other similar disasters. Customer and other affected parties shall indemnify and hold harmless YELLOWSTONE AI for any damage caused by a camera malfunctioning, whether due to manufacturer error or user error.

11. **EXCLUSION OF LIABILITY FOR PLAN SERVICES**

- a. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that customer is not a third-party beneficiary of any agreement between YELLOWSTONE AI and the underlying carrier. Customer understands and agrees that plan services are subject to and controlled by tariffs, and the laws, rules and regulations of the United States and other governmental authorities which may have jurisdiction. Customer understands that the plan services may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain or other natural or artificial conditions or due to modifications, upgrades, relocation and repairs of transmission network. Neither YELLOWSTONE AI or the network service provider shall be responsible for such interruptions nor the inability to use the plan services within or outside any territory. The network provider cannot guarantee the security or network transmissions and will not be liable for any lack of security related to the use of the provider network. Customer acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable or other liability of any kind to customer and customer hereby waives any and

all claims or demands therefore.

#### 12. LIMITATIONS ON LIABILITY

- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, FOR ANY AMOUNTS REPRESENTING THEIR RESPECTIVE LOSS OF PROFITS; LOSS OF BUSINESS; INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATED TO THE USE OF ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER, WHETHER THE BASIS OF THE LIABILITY IS BREACH

#### 13. COMPLIANCE

- a. Each Party confirms and agrees to maintain compliance with all laws and regulations applicable to it in any way related to the Services. Customer agrees to supply to YELLOWSTONE AI such information regarding the usage of the Plan Services by Customer and any End Users as the wireless network provider may legally require of YELLOWSTONE AI.
- b. Customer acknowledges that the Services are subject to U.S. export regulations and may be subject to import regulations of other countries. Customers agrees to fully comply with all such regulations applicable to its use of the Services. Each Party confirms and agrees to maintain compliance with all laws and regulations applicable to it in any way related to the Products or the Agreement, including, without limitation, labor laws and regulations and anti-bribery laws such as the U.S. Foreign Corrupt Practices Act.

#### 14. AUTHORIZED DISCLOSURES

- a. YELLOWSTONE AI disclosures to the wireless network provider and government authorities of information related to use of the Plan Services by Customer and End Users as legally required of YELLOWSTONE AI are hereby authorized by Customer.

#### 15. GOVERNING LAW AND VENUE

- a. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Colorado, without regard to principles of conflicts of law. Jurisdiction of any litigation with respect to this Agreement shall be in Colorado.
- b. Customer waives their right to a Trial by Jury for any dispute arising under or related to this Agreement.
- c. All claims arising under this Agreement must be commenced within one year of termination or expiration of this Agreement or when the claim arose, whichever is shorter.

#### 16. GENERAL

- a. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be given by electronic delivery.
- b. Parties agree that notices provided to the other related to the Agreement will be valid if sent by email to the authorized address (notwithstanding any failure of the recipient's email system, spam filters or similar impediments) or regular U.S. mail as set forth in the Agreement or in the account. Emails constitute writings and electronic facsimiles of original signatures constitute written approval for purposes of the Agreement.

This Agreement supersedes all previous agreements between the YELLOWSTONE AI and the Customer, whether oral or written, regarding subject matter hereof.