

Terms and Conditions- OnAER Remote Monitoring Service

TERMS OF SERVICE

Please read these terms of user ("Agreement" or "Terms of Service") carefully before using the services offered by AERCO International, Inc. (hereinafter "AERCO", "we" or "our company") to you ("Customer" or "you" or "User"). This agreement sets forth the legally binding terms and conditions for your use of the OnAER Remote Monitoring, the Service owned and operated by AERCO (described in Section 1). By signing up or using our services in any manner, you agree to be bound by the following terms and conditions whether or not you are a registered user of our Service. We retain the right at our sole discretion to modify the Site and these Terms of Service periodically without notice.

ACCEPTANCE OF TERMS

The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the "Terms of Service"). The Terms of Service, policies and procedures that may be published from time to time on the AERCO website, each of which is incorporated by reference and each of which may be updated by AERCO from time to time without notice to you. In addition, some services offered through the Service may be subject to additional terms and conditions promulgated by AERCO from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. AERCO may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

Any modification of the Service shall be subject to the Terms of Service. The non-respect of any of the terms below will result in the termination of your Account.

1. DESCRIPTION OF THE SERVICE

OnAER Remote Monitoring Service continuously monitors the operational, setup, and event data of AERCO boilers and water heaters, and immediately alerts you via email to a fault occurrence or decline in equipment performance. Devices connect through an Internet connection to a centralized host (the "Server") and send information, such as their current location, using an installed Software (the "Agent"), which can also perform different actions if requested by the Server.

The amount of information the Agent can send and numbers of actions it can perform are listed on the Site. They depend on the device's software platform and the features available for the current plan (the "Plan") associated to that Device.

The Control Panel is administered by each User from any browser with Internet connection, enabling to customize the behavior to be followed by his device(s) using all or some of the available actions. The Agent for Mac, Linux, and Windows platforms is licensed under the GPLv3. However, the Control Panel is an application that is currently not licensed, and developed, administered and maintained only by AERCO.

2. USAGE

The OnAER Remote Monitoring Service is only to be activated on AERCO EQUIPMENT YOU OWN or YOU HAVE EXPLICIT PERMISSION TO DO SO. Any misuse of this Service will result in the Account being suspended. Any illegal use of this service will be reported and we will comply with and assist law enforcement regarding the misuse. Activating the Service on equipment that you do not have legitimate use of is considered misuse. If you have activated the Service on equipment that has been sold and you are no longer the owner, you must cancel the Service as described in Section 5.

3. RULES

AERCO does not warrant that the OnAER Remote Monitoring Service will be uninterrupted or error-free, that defects will be corrected or that this Service or the Server that makes it available will be free of viruses or other harmful components.

AERCO does not assure that the Agent will successfully connect to the Server, as we have no control of several factors that could prevent it. For example, that the Device is not linked to the Internet; the Agent is removed from the Device (i.e. Device is formatted by a third party); there is a firewall or antivirus which prevents the normal functioning of software or other modifications to the computer or device that alters Prey's configuration and operation.

You must be a registered user to access the Service. As part of the registration process, each User will select a password ("Password") and User Name ("User Name"). You shall provide AERCO with accurate, complete, and updated Account information. Failure to do so shall constitute a breach of this Terms of Service, which may result in immediate termination of your Account. You may not (i) select or use a User Name of another person with the intent to impersonate that person; (ii) use a name subject to the rights of any other person without authorization; or (iii) use a User Name that AERCO, in its sole discretion, deems inappropriate or offensive.

You shall notify AERCO of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You shall be responsible for maintaining the confidentiality of your password.

Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your Account, at AERCO sole discretion, and you may be reported to appropriate law-enforcement agencies. AERCO reserves the right to terminate any account without prior notification of the user.

4. CONDITIONS OF THE SERVICE

You may not use the OnAER Remote Monitoring Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by AERCO.

You understand that AERCO uses third party hosting partners to provide technology required to run the Service. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any AERCO customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You must not transmit any worms or viruses or any code of a destructive nature. You agree to indemnify, defend, and hold harmless AERCO and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Service, or your violation of these terms.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by AERCO in its sole discretion) an unreasonable or disproportionately large load on AERCO's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures AERCO may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run any form of autoresponder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the website.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or

otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

5. CANCELLATION AND TERMINATION

You are solely responsible for properly canceling your account. An email request to cancel your account is not considered cancellation. You can cancel your account at any time by AERCO. All of your Content will be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again. AERCO, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other AERCO service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. AERCO reserves the right to refuse service to anyone for any reason at any time.

6. MODIFICATIONS TO THE SERVICE AND PRICES

AERCO reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the OnAER Remote Monitoring Service (or any part thereof) with or without notice. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us by a publication on the Site. AERCO shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

7. INTELLECTUAL PROPERTY

You acknowledge that AERCO or third parties own all right, title and interest in and to the Software and Service, portions thereof, or software or content provided through or in conjunction with the Software or Service, including without limitation all intellectual property rights. Except for the license GPLv3 indicated in Section 1, all rights in and to the Software and Service are reserved, and no implied licenses are granted by AERCO.

8. WARRANTIES

THE SOFTWARE AND SERVICE AND ANY THIRD PARTY SOFTWARE AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. AERCO AND SUCH THIRD PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES.

YOU ACKNOWLEDGET THAT AERCO HAS NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING WHICH USER GAINS ACCESS TO THE SITE OR SERVICE.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD AND/OR USE THE SOFTWARE AND SERVICE, AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SOFTWARE OR SERVICE, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE AND SERVICES.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL AERCO, OR ITS SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF AERCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF AERCO, AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO AERCO FOR THE SOFTWARE OR SERVICES. IF THE SOFTWARE AND SERVICES ARE PROVIDED WITHOUT CHARGE, THEN AERCO AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE OR SERVICE, FROM INABILITY TO USE THE SOFTWARE OR SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE OR SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.