

Single Page Agreement for ARP Control

ARPC L.L.C. License Agreement: IMPORTANT - PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. AFTER YOU READ THIS LICENSE AGREEMENT, YOU MAY SIGN AND DATE THE AGREEMENT, OR BY SOFTWARE INSTALLATION YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. DO NOT CLICK 'I agree to the terms in the file "ARPC_LLC_License_Agreement.pdf" in the root directory of this disk', OR SIGN AND DATE UNLESS:

- (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY; AND**
- (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS LEGALLY BINDING AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY.**

Important - Read carefully: This ARP control Hardware and Software License Agreement ("Agreement") is a legal agreement between you (either an individual or entity) and ARPC L.L.C. The "Licensed Materials" subject to this Agreement include, in whole or in part, the software programs that accompany this Agreement and any "on-line" or electronic documentation associated with these programs, as well as any updates or upgrades to such software programs and documentation, if any, provided to you at ARPC L.L.C. sole discretion. The Licensed Materials are specifically designed and licensed for use solely and exclusively with the ARP control. By installing, copying or otherwise using the Licensed Materials you agree to abide by the terms of this Agreement. If you choose not to accept or agree with these terms, do not download or install the Licensed Materials, and do not install or use the ARP control hardware.

1. License Grant and Use Restrictions.

- a. Site License. Subject to the terms of this Agreement, ARPC L.L.C. hereby grants to you the following non-exclusive, non-transferable, non-assignable, fee-bearing, non-sublicensable licenses under all ARPC L.L.C. intellectual property rights embodied in the Licensed Materials:
- b. Host License. You may use the Licensed Materials solely to operate the ARP control data collection and other software.
- c. Contractors and Suppliers. The licenses granted to you hereunder shall include your on-site and off-site suppliers and independent contractors, while such suppliers and independent contractors are performing work for or providing services to you, provided that such suppliers and independent contractors have executed work-for-hire agreements with you containing applicable terms and conditions consistent with the terms and conditions set forth in this Agreement, and provided further that you agree you are responsible for the breach of this Agreement by any of your suppliers or contractors to the same extent that you would be if you breached the Agreement yourself.
- d. License and Covenant not to Sue ARPC L.L.C. The ARP control (Hardware) and associated data collection (Software) add a level of safety to single pressure absorption refrigeration systems such as found in mobile applications including recreational vehicles. When the ARP control is properly installed and used, it in no way bypasses or eliminates any refrigeration safety controls. The ARP control, when properly used increases the level of safety by monitoring a previously non-measured parameter. The user of the ARP control acknowledges that they are responsible for proper installation, use, and maintenance of their systems, which includes the ARP control. This includes, but is not limited to proper installation of the hardware and knowledge of the ARP control proper operation such as power supply fuse integrity, on/off power state, properly adjusted control parameters, just to mention a few factors. You assume all responsibility and liability for proper and safe handling of all ARPC L.L.C. products. If ARPC L.L.C. assists with an installation of their product, you, the end user, assume all responsibility and liability. Continuing for the term of this Agreement, you hereby agree not to sue ARPC L.L.C and further agree to indemnify ARPC L.L.C. and each affiliate, subsidiary, director, officer, agent, and employee of Company, harmless from and against any and all claims, losses, liabilities, damages, and expenses, including reasonable attorneys' fees and expenses resulting from or related to your use, sale or installation of the Hardware and for your failure to have and maintain any necessary license, permit or governmental authorization to conduct business or perform the Services, or for any act performed by you involving the Hardware.
- e. No Other License. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed as a license to any intellectual property rights of ARPC L.L.C. other than those rights embodied in the Licensed Materials provided to you by ARPC L.L.C. EXCEPT AS PROVIDED HEREIN, NO OTHER LICENSE, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER ARPC L.L.C. INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN.
- f. Restrictions.

You may use the Licensed Materials with Open Source Software (as defined below) or with software developed using Open Source Software (e.g. tools) provided you do not incorporate, combine or distribute the Licensed Materials in a manner that subjects the Licensed Materials, or any derivatives thereof, to any license obligations or any other intellectual property related terms of such Open Source Software. "Open Source Software" means any software licensed under terms requiring that (A) other software ("Proprietary Software") incorporated, combined or distributed with such software or developed using such software: (i) be disclosed or distributed in source code form; or (ii) otherwise be licensed on terms inconsistent with the terms of this Agreement, including but not limited to permitting use of the Proprietary Software on or with programming tools other than the ARP control, or (B) the owner of Proprietary Software license any of its patents to users of the Open Source Software and/or Proprietary Software incorporated, combined or distributed with such Open Source Software or developed using such Open Source Software.

g. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by written notice to ARPC L.L.C., the written notice will include a statement declaring that the Licensee is no longer using any products produced by ARPC L.L.C. including hardware (ARP control) and/or software. Without prejudice to any other rights, if you fail to comply with the terms of this Agreement, ARPC L.L.C. may terminate your right to use the Licensed Materials, or any derivative thereof, and any intellectual properties applications using the Licensed Materials, or any derivative thereof, upon written notice to you. Upon expiration or termination of this Agreement, you will destroy any and all copies of the Licensed Materials, including any derivatives thereof, in your possession, custody or control and provide to ARPC L.L.C. a written statement signed by your authorized representative certifying such destruction. Section 1(d) of this Agreement shall survive termination of the Agreement.

2. **Licensed Materials Ownership.** The Licensed Materials are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. Subject to the licenses granted to you pursuant to this Agreement, ARPC L.L.C. and ARPC L.L.C.'s licensors own and shall continue to own all right, title and interest in and to the Licensed Materials, including all copies thereof. The parties agree that all fixes, modifications and improvements to the Licensed Materials conceived of or made by ARPC L.L.C. that are based, either in whole or in part, on your feedback, suggestions or recommendations are the exclusive property of ARPC L.L.C. and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Materials and/or hardware will vest solely in ARPC L.L.C. You acknowledge and agree that regardless of the changes made to the Licensed Materials, your right to use any and all derivatives of the Licensed Materials shall remain subject to the terms and conditions of this Agreement. Moreover, you acknowledge and agree that when your independently developed software or hardware components are combined, in whole or in part, with the Licensed Materials, or any derivative thereof, your right to use the Licensed Materials, or any derivative thereof, embodied in such resulting combined work shall remain subject to the terms and conditions of this Agreement.
3. **Confidential Information.** You acknowledge and agree that the Licensed Materials, and any derivative thereof, contain trade secrets and other confidential information of ARPC L.L.C. and its licensors. You agree to use the Licensed Materials and hardware, or any derivative thereof, solely within the scope of the licenses set forth herein, to maintain the Licensed Materials, or any derivative thereof, in strict confidence, to use at least the same procedures and degree of care that you use to prevent disclosure of your own confidential information of like importance but in no instance less than reasonable care, and to prevent disclosure of the Licensed Materials, or any derivative thereof, to any third party, except as may be necessary and required in connection with your rights and obligations hereunder. You agree to obtain executed confidentiality agreements with your employees and contractors having access to the Licensed Materials, or any derivative thereof, and to diligently take steps to enforce such agreements in this respect. ARPC L.L.C. agrees that industry standard employment agreements used in the normal course of your business shall satisfy the requirements of this section.
4. **Warranties and Limitations.** THE LICENSED MATERIALS ARE PROVIDED "AS IS". ARPC L.L.C. AND ITS APPLICABLE LICENSORS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN USE OF SOFTWARE AND HARDWARE LICENSED MATERIALS. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY ARPC L.L.C.

IN NO EVENT SHALL ARPC L.L.C., OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED MATERIALS, OR ANY DERIVATIVE THEREOF, REGARDLESS OF WHETHER ARPC L.L.C. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL ARPC L.L.C.'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS AND/OR HARDWARE, OR ANY DERIVATIVE THEREOF, EXCEED THE GREATER OF FIVE HUNDRED U.S. DOLLARS (US\$500) OR THE FEES PAID TO ARPC L.L.C. BY YOU FOR THE LICENSED MATERIALS UNDER THIS AGREEMENT.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

ARPC L.L.C. reserves the right to improve production design, functions and reliability without notice. ARPC L.L.C. has no obligation to upgrade product, upgrades will require an upgrade fee which be determined case by case and at the sole discretion of ARPC L.L.C.

5. **No Technical Support.** ARPC L.L.C. and ARPC L.L.C.'s licensors are under no obligation to install, maintain or support the Licensed Materials, Hardware, or any derivatives thereof.
6. **Entire Agreement.** This is the entire Agreement between you and ARPC L.L.C. and this Agreement supersedes any prior agreement between the parties related to the subject matter of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of ARPC L.L.C. You hereby warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement.

By purchase of product from ARPC L.L.C you have agreed to this Agreement in full. The purchaser acknowledges having read and understood the Return Policy posted at www.ARPv.com