



Orion BMS Connect End User License Agreement

Last updated: April 25, 2016

Please read this End User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading, accessing or using the Orion BMS Connect ("Application"). By clicking the "I Agree" button, downloading, accessing or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not use the Application.

License

Ewert Energy Systems, Inc grants you a revocable, nonexclusive, nontransferable, limited license to download, install and use the Application solely for your personal, or commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

- a) use the Orion BMS Connect software as a component in any system making safety related decisions or decisions which could cause losses including but not limited to safety shutdown switches or shutdown switches that prevent damage to equipment. The Orion BMS Connect device is to be used only for informational monitoring purposes.
- b) rely on the data, text messages, emails or other alerts from the Orion BMS Connect device for making safety related decisions or decisions which could cause losses including but not limited to shutting off loads or battery chargers.

You agree that:

- a) data will be collected and stored for a period of time on Ewert Energy Systems, Inc servers
- b) data is not actively monitored by Ewert Energy Systems for faults. This is not a managed monitoring service.
- c) you have read and provided the necessary security precautions for the CANBUS outlined in the user manual for the Orion BMS Connect.
- d) Ewert Energy Systems, Inc is not liable for any downtime, missing transmissions of data, missing or errant alert notifications or any other service interruptions.

Modifications to Application

Ewert Energy Systems, Inc reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by you or Ewert Energy Systems, Inc. Ewert Energy Systems, Inc may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from Ewert Energy Systems, Inc, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop. Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

Ewert Energy Systems, Inc reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. Contact Information If you have any questions about this Agreement, please contact us.