

Terms and Conditions of Sale

A. GENERAL TERMS

1. Cortland Research, LLC (herein, "CORTLAND") provides POUNCE® components only. This transaction does not include additional wiring that may be required such as Ethernet cable, AC power to System Control Units ("SCU"), and wall plates.
2. Installation labor is NOT included. **POUNCE® devices must be installed by a qualified electrician.**
3. The buyer assumes all installation costs for the POUNCE® components. Costs incurred for switch wiring that is not per NEC NFPA 2011 standards are not included in this proposal. Compliant switching may require additional hardware to fulfill the necessary functions and applications.
4. The Buyer understands that design characteristics of POUNCE® Components exclude some applications. For example, POUNCE devices cannot be mounted completely inside metal cabinets or enclosures that would suppress the radio communications. Another example is that SCUs must be located high on a wall within proximity to an outlet providing power for the 5VDC wall transformer.
5. CORTLAND will in good faith take all reasonable and necessary actions to meet the proposed schedule, however it will not be responsible for delays caused by circumstances beyond the control of CORTLAND, including, but not limited to, safety and FCC certification delays, delays in the delivery or production of required independent subcomponent parts by any supplier of CORTLAND, whether such delays be caused by weather, acts of war, labor strikes, or otherwise.

B. DISCLAIMERS TERMS

1. POUNCE® components are designed for **Energy Conservation Control only. POUNCE® COMPONENTS ARE NOT RATED FOR, AND UNDER NO CIRCUMSTANCES SHOULD POUNCE® COMPONENTS EVER BE USED IN CONJUNCTION WITH ELECTRICAL SYSTEMS PROVIDING LIFE SAFETY OR MEDICAL APPLICATIONS INCLUDING, BUT NOT LIMITED TO, LIFE SUPPORT APPARATUS.**
2. **INSTALLATION OF POUNCE® COMPONENTS MUST BE MADE BY A QUALIFIED ELECTRICIAN.**
3. **POUNCE® COMPONENTS ARE NOT DESIGNED FOR, AND SHOULD NEVER BE USED AS, CIRCUIT PROTECTION DEVICES.** Normal wiring through protective circuit breakers as may be specified in the state, province or municipal electrical/fire prevention code having jurisdiction over your particular installation is required. **At all times, your state, provincial or local electrical/fire prevention code requirements will control the particular installation and/or use of the POUNCE® System components that you are purchasing.**
4. **POUNCE® DEVICES DO NOT PROVIDE GROUND FAULT CIRCUIT PROTECTION NOR DO THEY PROVIDE ARC SUPPRESSION.** Where special protection is required, your devices must be fed by circuits that provide this protection. **Please consult with the qualified electrician that you have hired to install the system.** Be sure to include these costs in your total budget.

5. You agree that, under no circumstances will CORTLAND be responsible for any personal injuries, death, property damages, or like damages arising through the misapplication, improper installation, or misuse of POUNCE® system components including, but not limited to, those specific hazards set forth in the foregoing Disclaimers.
6. The POUNCE® system components that you are purchasing include advanced energy conservation and computer monitoring and technologies. As with any new technology, you must read, understand, and follow all set-up and user guides and/or manuals as may be provided to you. **CORTLAND RESEARCH, LLC, ITS AFFILIATES AND/OR SUPPLIERS DO NOT WARRANT THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. YOU AGREE THAT CORTLAND RESEARCH, LLC, ITS AFFILIATES AND SUPPLIERS SHALL HAVE NO RESPONSIBILITY FOR DAMAGE TO OR LOSS OF ANY BUSINESS, PROFITS, PROGRAMS, NETWORK SYSTEMS, OR DATA ARISING FROM THE USE OF THIS PRODUCT, EVEN IF ADVISING OF THE POSSIBILITY THEREOF.**

C. LIMITED WARRANTY

POUNCE® System Control Units (SCU)

Cortland Research, LLC warrants that, for a period of 3 years from delivery, excluding the internal batteries and flash memory card, POUNCE System Control Units (SCU) will be free from material defects in their production and/or manufacture. CORTLAND will replace any malfunctioning POUNCE SCU returned to CORTLAND within 3 years of its initial delivery that, after CORTLAND's inspection and testing, is deemed by it to be the result of a material defect in its production and/or manufacture ["Defective Part"], and not as a consequence of improper installation, improper application, or customer misuse.

POUNCE® Wiring Devices (Ariel Series Switched and Leo Series Outlets)

Cortland Research, LLC warrants that, for a period of 1 year from delivery, POUNCE wiring devices will be free from material defects in their production and/or manufacture. CORTLAND will replace any malfunctioning POUNCE component returned to CORTLAND within 1 year of its initial delivery that, after CORTLAND's inspection and testing, is deemed by it to be the result of a material defect in its production and/or manufacture ["Defective Part"], and not as a consequence of improper installation, improper application, or customer misuse.

In the event of any timely returned Defective Part, CORTLAND's sole responsibility will be limited to replacement of the Defective Part with a like properly functioning POUNCE component only, and under no circumstances will CORTLAND be responsible for payment of, or customer reimbursement for, the cost of labor to remove such Defective Part or for the installation of any replacement part provided by CORTLAND in the discharge of its obligation under the terms of this Limited Warranty. This Limited Warranty is only valid for POUNCE components shipped to and installed at locations within the fifty (50) United States, the Provinces of Canada, the District of Columbia,

and/or United States Territories. This Limited Warranty is null and void as to any POUNCE component shipped to and installed at any location outside of the geographical limits specifically set forth above.

Extended warranties may be purchased with the express understanding that reimbursement for replacements is de-rated. The de-rating is based on the entire length of time since the purchase. Extended warranties do not cover field replaceable parts, such as batteries or memory card(s). The same conditions apply for component replacement in the extended warranty as in the standard warranty.

Return Authorization

Before returning any goods, you must contact us and request a Return Authorization Code. The number must be displayed on the outside of the shipping package. Your item needs to have the receipt or proof of purchase, including the serial number. Contact us to receive your Return Authorization Code. We will provide the correct shipping address when we provide the Return Authorization Code.

D. ALL ADDITIONAL EXPRESS AND/OR IMPLIED WARRANTIES DISCLAIMED

With the exception of the Limited Warranty set forth in the foregoing Section “C”, POUNCE® components are provided on an “AS IS” basis without any warranties of any kind. **TO THE FULLEST EXTENT PERMITTED BY LAW, CORTLAND RESEARCH, LLC, ITS AFFILIATES AND/OR SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**

E. LIMITATION OF DAMAGES

IN NO EVENT SHALL CORTLAND RESEARCH, LLC, ITS AFFILIATES AND/OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST BUSINESS, PROFITS, OR DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE POUNCE® SYSTEM OR POUNCE® SYSTEM COMPONENTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CORTLAND RESEARCH, LLC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

F. CUSTOMER SUPPORT

1. Technical support is available, through a variety of purchase plans offered by CORTLAND RESEARCH, LLC under separate contract.
2. Data Analysis of the POUNCE® System information is available through separate subscription service provided by Cortland Research, LLC under separate contract.

3. CORTLAND or its affiliates, at the discretion of CORTLAND, may provide under separate contract, a site analysis for the wireless link performance of the POUNCE® System for the customer.

G. APPLICABLE LAW, JURISDICTION, AND VENUE

By purchasing POUNCE® components, you agree that the laws of the State of New York will govern this transaction and that any dispute between you, the customer, and Cortland Research, LLC will be resolved exclusively under the laws of the State of New York. The customer further understands and agrees that jurisdiction over, and venue for, any civil lawsuit arising from the within transaction will lie exclusively in the Supreme Court of the State of New York in and for the County of Cortland or the United States District Court for the Northern District of New York.

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8. GENERAL

8.1. No Assignment; Insolvency. This Agreement and any rights hereunder are non-assignable and any purported assignment shall be void. The Agreement and the licenses granted hereunder shall terminate without further notice or action by CORTLAND RESEARCH if You become bankrupt or insolvent, make an arrangement with Your creditors or go into liquidation.

8.2. Choice of Law. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by the laws of the state of New York without reference to conflict-of-laws principles.

8.3 Entire Agreement. This Agreement and the applicable User Documentation constitute the entire agreement between us and supersede any other previous or contemporaneous communications, agreements, representations, or advertising with respect to the Software and User Documentation. Any modifications to this Agreement shall be invalid, unless made in a duly signed writing.

8.4 Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent

necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction.

8.5 Audits. To ensure compliance with this Agreement, You agree that upon reasonable notice, CORTLAND RESEARCH or CORTLAND RESEARCH's authorized representative shall have the right to inspect and audit Your Installation, Access and use of the Software. Any such inspection or audit shall be conducted during regular business hours at Your facilities or electronically. If such inspections or audits disclose that You have Installed, Accessed or permitted Access to the Software on Computer(s) in a manner that is not permitted under this Agreement, then CORTLAND RESEARCH may terminate this Agreement immediately and You are liable to pay for any unpaid license fees as well as the reasonable costs of the audit. Nothing in this section shall be deemed to limit any legal or equitable remedies available to CORTLAND RESEARCH for violation of this Agreement or applicable law.

8.6 Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

POUNCE® System Privacy Policy

This privacy policy describes how Cortland Research, LLC uses and protects information that you provide when you use the POUNCE® Energy Management System. Cortland Research, LLC is committed to ensuring that your privacy is protected. Should we ask you for information by which you can be identified, you can be assured that it will only be used in accordance with this privacy statement. Cortland Research, LLC may update this policy from time to time by updating this page. You should check this policy on occasion to keep abreast of any updates. This policy is effective from 04/07/14.

We may collect the following information:

- Name and place of employment.
- Contact information including email address and phone number.
- Demographic information such as zip-code, preferences and interests.
- Other information relevant to customer surveys, offers and projects.
- Data collected by the system.

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- We may use the information to improve our products and services. This includes the ability to assist you in reducing energy costs as well as implementing other features and capabilities associated with using the POUNCE® system.

- We may periodically send software update information, promotional e-mails about new products, special offers or other information which we think you may find interesting using the email address which you have provided. You can opt out from receiving this information if you wish.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the web site according to your interests. You can opt out from receiving this information if you wish.

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

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We use traffic log cookies to identify which pages are being used. This helps us analyze data about to improve the POUNCE® System in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

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- If you have previously agreed to allow using your personal information for direct marketing purposes, you may change your mind at any time by writing to or e-mailing us [here](#) and enter "privacy" in the message.

We may use the data collected by your system to show the benefits of the use of the system. We may perform analysis to present the data in formats useful to others. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you agree this to. You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be applied. If you would like a copy of the information held on you please click [here](#) and enter "privacy" in the subject line.

If you believe that any information we are holding on you is incorrect or incomplete, please write

to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.
