



## SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT

Thanks for using the Pelican Site Manager (“Service”). This “Software as a Service” (SaaS) is provided by Pelican Wireless Systems located at 2655 Collier Canyon Road, Livermore, CA 94551

By using our Service you are agreeing to our terms, please read this Agreement (“Agreement”) carefully.

### (SOFTWARE AS A SERVICE (SAAS) AGREEMENT)

**BY USING THE PELICAN SITE MANAGER, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY TERM OF THIS AGREEMENT, PLEASE DO NOT USE THE SERVICE AND CONTACT PELICAN WIRELESS SYSTEMS AT 888-512-0490 (PELICAN WIRELESS SYSTEMS)**

### Subscription Services

You must follow all policies made available to you within this Service.

You may use our Service only as allowed by Law. We may end or suspend providing our Service if you do not comply with this Agreement. Using our Service does not give you ownership or intellectual property rights in our Service or the content you access. This Agreement does not grant you the right to use any content from our Service outside of what is agreed upon within this Agreement unless you obtain permission from PELICAN or are otherwise permitted by law.

Our Service displays and holds data and analytics which are collected based on the operations of your property. This data is held on cloud servers and is protected under this agreement and will only be shared by and between you and PELICAN unless either Parties obtain permission to share this data or are otherwise permitted by law. We may remove, refuse, change, or edit data that we reasonably believe violates our policies or the law.

Jointly, your use of our Service may involve us sending you service announcements, administration messages, and other important or purely informative information. You may request to be opted out of any or all communications with PELICAN at any time by emailing, [sales@pelicanwireless.com](mailto:sales@pelicanwireless.com), without void to Agreement, but this will limit PELICAN’s ability to work with you and/or the property to provide changes, if necessary, to the provided software.

### Use of Pelican Site Manager

**Basic Use Requirements.** To use Service, you will need a Device that provides a web browser that is compatible with HTML 5 or newer. (ie: Firefox, Chrome, Safari, or Internet Explorer 9 or newer).

**Access.** You will need a valid PELICAN account in order to use your property’s Pelican Site Manager.



## Purchase and Payments.

**First Year Free.** For each thermostat installed at property PELICAN will automatically apply a single years' worth of subscription credit to the Pelican Site Manager based on the site credentials as detailed below. Credits are distributed evenly between all products.

### Business Sites (Standard Subscription Service)

**Payment.** All Standard Subscription payments are processed through a secure transaction through the property's Pelican Site Manager unless another invoicing process is agreed upon by both Parties.

**Pricing/Credit.** Standard Subscription pricing is \$2.99 for each thermostat per year.

When the Standard Subscription is purchased you will immediately be charged at the rate applicable at the time of your agreement to subscribe.

### Hospitality Sites (Enhanced Subscription Service)

**Payment.** All Enhanced Subscription payments are processed through a secure transaction through the property's Pelican Site Manager unless another invoicing process is agreed upon by both Parties.

**Pricing/Credit.** Enhanced Subscription pricing is \$3.99 for each thermostat per year.

When the Enhanced Subscription is purchased you will immediately be charged at the rate applicable at the time of your agreement to subscribe.

**Free Basic Subscription.** If you do not pay for either subscription, after the first year your Pelican Site Manager will be converted to the free Basic Subscription level which will deactivate certain features provided by subscribing to the other subscription services.

A list of these features can be found at <http://www.pelicanwireless.com/new-site-subscription>.

## Privacy and Copyright Protection

**Information Collected.** Pelican collects information about the property to provide better service to our users – from basic things such as generating usage graphs, to more complex things such as generating saving graphs, performance reports, after hour usage reports, and vacancy reports. Information is collected directly through the use of the Pelican Site Manager and interfaces connected into our Service.

Forms of collection are:

**Information you give us.** For example, when setting up a PELICAN account we ask for personal information, like name, email address, and zip code. When setting up text message automated alert



notification we ask for a phone number. When paying for subscriptions we ask for credit card information.

**Information we collect.** For example, we collect if a change was made Online through the Pelican Site Manager or at the device (ie: thermostat). The run-time of HVAC units for heat, cool, and or fan, etc.

**How we use information we collect.** We use information collected to provide, maintain, protect and improve our solution and our user experience.

**Information security.** We work hard to protect PELICAN and our user(s) from unauthorized access or unauthorized alterations, disclosure or destruction of information we hold. It is up to the Pelican Site Manager Administrator(s) to protect, add, remove, and/or change access right to the service. It is up to the user to protect their PELICAN account. Never share, write down, or record your account password.

*PELICAN 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. PELICAN agrees to not use any Confidential Information collected or provided for any purpose outside of performing service under this Agreement without first receiving written consent of Client.*

*You may request details of personal information which we hold about you under the Data Protection Act 1998. If you would like a copy of the information held on you please write to support@pelicanwireless.com or contact at 888-512-0590.*

*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.*

## **Rights and Restrictions**

**License to use service.** Following payment for Content, you will have non-exclusive right, for the period of time selected and purchased to make copies, view, use, and display the Content viewable or accessible on your device. All rights which are not expressly granted to you in the Terms are reserved by PELICAN.

**Terms.** PELICAN gives you a personal, royalty-free, non-assignable and non-exclusive license to use the software provided to you by PELICAN as part of the Service. You may not copy, modify, distribute, sell, or lease any part of PELICAN Service or include software, nor reverse engineer or attempt to extract the source code of the software, unless laws prohibit those restrictions or you have PELICANs written permission.

**Open Interface.** The PELICAN Service provides an Open Application Programmers Interface (API) to access, copy, download and upload Content into the Pelican Site Manager. PELICAN gives you the right to extract and re-utilize the whole or a substantial part of the services and data through this Open API. You must follow all policies made available to you within this Service and Open API interface.



## **Our Warranties and Disclaimers**

**OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER PELICAN NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".**

**SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.**

## **Liability for our Service**

**WHEN PERMITTED BY LAW, PELICAN, AND PELICAN'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.**

**TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF PELICAN, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).**

**IN ALL CASES, PELICAN, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.**