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DATA ACQUISITION AND USE AGREEMENT

This **DATA ACQUISITION and USE AGREEMENT** (the “**Agreement**”) is entered into as of the ___ day of _____ 2022 by and between **iAIRE, LLC**, an Indiana corporation, with a corporate address of 8122 Dean Road, Indianapolis, Indiana 46240 (“**iAIRE**”), and with _____, with a principal address at _____ (“**Data Provider**”) commencing on the date noted above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Definitions: Data**” means the identifiable information such as, but not limited to, indoor temperature, humidity, power consumption, outside temperature, time of day, outside ambient light conditions etc. that will be monitored by **iAIRE** on **Data Provider’s Solar HVAC** unit.
- 2) **iAIRE’s Obligations** – **iAIRE** agrees to undertake the following obligations. **iAIRE** reserves the right to perform activities itself, have its affiliates perform such activities, or to use third party service providers to perform such activities to meet the obligations set forth below.
 - a. **iAIRE** will be responsible to install a number (to be determined) of sensors and phone cards on the **Data Provider Solar HVAC** unit to capture the **Data** from the **Data Provider Solar HVAC** unit.
 - b. **iAIRE** will be responsible for maintaining appropriate security practices to ensure that all **Data** obtained by **iAIRE** from the **Solar HVAC** unit, or received directly by **iAIRE**, is kept in a secure environment, and will be used only in accordance with the applicable privacy policy of **iAIRE**. No **Data** will be disclosed to anyone except in aggregate form unless agreed upon by **iAIRE** and then only for the purposes of providing operating information to a customer or potential customer and the name of the **Data Provider** of such **Data** will not be revealed.
- 3) **Data Provider’s Obligations**.
 - a. **Data Provider** must choose to either have the data sent by a phone card connected to the system or allow the system to be tied to **Data Provider’s** internet. If the choice is connection via phone card, the system will come with 1-year of phone service provided by **iAIRE**. If **Data Provider** wishes to continue to have data after the initial 1-year period provided by **iAIRE**, **Data Provider** must pay for on-going phone service.
 - b. **Data Provider** agrees to (i) grant **iAIRE** reasonable access to the **Solar HVAC unit**, (ii) supply such **Data Provider Data** to **iAIRE** to provide for the analysis of the **Data** for operating data based on the use of the **Solar HVAC** unit for sales purposes, and (iii) cooperate with **iAIRE**, for the purpose of employing the **Data** to provide information to clients concerning the value of adding **Solar HVAC** units to facilities.
 - c. **Data Provider** warrants and represents that it has the right to provide such **Data** to **iAIRE** for the purpose of employing the **Data** to provide information to clients concerning the value of adding **Solar HVAC** units to facilities.

4) Notice: Any notice required or permitted in connection with this **Agreement** shall be in writing and shall be deemed to be properly given when in writing and transmitted by prepaid, overnight mail, courier or registered or certified mail, return receipt requested, to the addressees above address, or such other address as shall for that purpose be communicated to the other party. Such notices shall be deemed delivered one (1) business day when sent by prepaid overnight delivery, or three (3) business days when sent by registered or certified mail, return receipt requested.

5) Term of Agreement:


- a. This **Agreement** shall be in effect commencing with the date of the signing of this **Agreement** and shall end on December 31, 2025. This **Agreement** shall automatically renew and continue for additional one (1) year terms, subject to cancellation by either party upon four (4) months written notice prior to the last day of the then current term. This **Agreement** may also be terminated earlier pursuant to the provisions herein.
- b. Upon a material breach of this **Agreement** by a party, the non-breaching party may immediately terminate this **Agreement** (i) upon written notice if the breach is not curable, or (ii) if the breach is curable and the breaching party has failed to cure the breach within fourteen (14) days of receipt of written notice specifying the nature of the breach.

6) Miscellaneous:

- a. **Governing Law and Venue**. In the event of litigation commenced by any party in connection herewith, this **Agreement** shall be governed by and construed in accordance with the laws of the State of Indiana, and any claim, demand, action, proceeding, hearing, motion, or lawsuit arising therefrom or with respect to this **Agreement** shall be commenced in a court of competent jurisdiction located in Indianapolis, Marion County, Indiana. **Data Provider** and **iAIRE** hereby consent to being subject to the jurisdiction of such courts and to have any such proceedings take place in the prescribed venue.
- b. **Waiver**. No waiver of any provision of the **Agreement** shall be effective unless in writing and executed by the other party waiving the right. Failure to properly demand compliance shall not constitute a waiver of a party's rights hereunder.
- c. **Entire Agreement**. This **Agreement** constitutes the entire **Agreement** between **iAIRE** and **Data Provider** with respect to the subject-matter hereof and supersedes all prior proposals, and all other written and oral communications between the parties with respect to the subject-matter hereof. No modification of this **Agreement** shall be binding on either party unless it is in writing and signed by both parties.
- d. **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED HERETO OR THERETO.**

iAIRE, LLC

Data Provider

Signature:  _____

Signature: _____

Printed: Gary D Colip

Printed: _____

Title: Chief Executive Officer

Date: _____, 202__

Date: May 18th, 2022