

Master Subscription Agreement

PURESENSE TERMS OF USE:

BY CLICKING THE "YES, I ACCEPT THE TERMS OF THE MASTER SUBSCRIPTION AGREEMENT" BUTTON DISPLAYED BELOW, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF PURESENSE'S ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "NO, I DO NOT ACCEPT THE TERMS OF THE MASTER SUBSCRIPTION AGREEMENT" BUTTON DISPLAYED BELOW AND MAY NOT USE THE SERVICE.

Welcome

As part of the Service, PureSense will provide you with use of the Service, including a client software interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the PureSense website incorporated by reference herein, including but not limited to PureSense's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

Please see our website at www.puresense.com for information on PureSense products and available functionality.

1. Privacy & Security; Disclosure

Registration data and other information pertaining to you or your business are subject to our privacy and security policies. PureSense's privacy and security policies may be viewed at <http://www.PureSense.com>. PureSense reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, PureSense occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that PureSense can disclose the fact that you are a paying customer.

2. License Grant & Restrictions

PureSense hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by PureSense and its licensors.

You may not access the Service if you are a direct competitor of PureSense, except with PureSense's prior written consent. In addition, you may not access the Service for

purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify PureSense immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to PureSense immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another PureSense user or provide false identity information to gain access to or use the Service.

4. PureSense Property

All right, title, and interest in and to the Service and the Content are and will remain the exclusive property of PureSense and its licensors. PureSense does not own any Customer Data. You, not PureSense, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and PureSense shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), PureSense will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. PureSense reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without

limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and PureSense shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

PureSense alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the PureSense Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the PureSense Technology or the Intellectual Property Rights owned by PureSense. The PureSense name, the PureSense logo, and the product names associated with the Service are trademarks of PureSense or third parties, and no right or license is granted to use them.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. PureSense and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. PureSense does not endorse any sites on the Internet that are linked through the Service. PureSense provides these links to you only as a matter of convenience, and in no event shall PureSense or its licensors be responsible for any content, products, or other materials on or available from such sites. PureSense provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total Monitoring Stations incorporated in the Service times the Service subscription fee currently in effect. Payments are made annually in advance, consistent with the Initial Term, or as otherwise mutually agreed upon. You are responsible for paying for all Service subscriptions ordered for the entire Subscription Term, whether or not such Service subscriptions are actively used. You must provide PureSense with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized Subscription Administrator may add subscriptions by executing an additional written Order Form. Added subscriptions will be subject to the following: (i) added subscriptions will be coterminous with the

preexisting Subscription Term (either Initial Term or renewal term); (ii) the subscription fee for the added subscriptions will be the then current, generally applicable subscription fee; and (iii) subscriptions added in the middle of a billing month will be charged in full for that billing month. PureSense reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least sixty (60) days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Excess Data Storage Fees

The maximum disk storage space provided to you at no additional charge is 20 MB per Monitoring Station. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. PureSense will use reasonable efforts to notify you when the average storage used per Monitoring Station reaches approximately 90% of the maximum; however, any failure by PureSense to so notify you shall not affect your responsibility for such additional storage charges. PureSense reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

9. Billing and Renewal

PureSense charges and collects in advance for use of the Service. PureSense will automatically renew and issue an invoice to you (a) every month for monthly subscriptions, (b) every quarter for quarterly subscriptions, (c) each year on the subsequent anniversary for annual subscriptions, or (d) as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total subscriptions times the subscription fee in effect during the prior term, unless PureSense has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. PureSense's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on PureSense's income.

You agree to provide PureSense with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Subscription Administrator. You agree to update this information within sixty (60) days of any change to it. If the contact information you have provided is false or fraudulent, PureSense reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within sixty (60) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

In addition to any other rights granted to PureSense herein, PureSense reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for subscriptions during any period of suspension. If you or PureSense initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that PureSense may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

PureSense reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that PureSense has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is ninety (90) days or more delinquent.

11. Termination upon Expiration/Reduction in Number of Subscriptions

This Agreement commences on the Effective Date. The Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon, commencing on the date you agree to pay for the Service by completing the Order Form or otherwise. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at PureSense's then current fees. Either party may terminate this Agreement or reduce the number of subscriptions, effective only upon the expiration of the then current Subscription Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), PureSense will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that PureSense has no obligation to retain the Customer Data, and may delete such Customer Data, more than ninety (90) days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the PureSense Technology or Service will be deemed a material breach of this Agreement. PureSense, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, PureSense may terminate a free account at any time in its sole discretion. You agree and acknowledge that PureSense has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. PureSense represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online PureSense help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

14. Mutual Indemnification

You shall indemnify and hold PureSense, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that PureSense (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release PureSense of all liability and such settlement does not affect PureSense's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

PureSense shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by PureSense of its representations or warranties; or (iii) a claim arising from breach of this Agreement by PureSense; provided that you (a) promptly give written notice of the claim to PureSense; (b) give PureSense sole control of the defense and settlement of the claim (provided that PureSense may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to PureSense all available information and assistance; and (d) have not compromised or settled such claim. PureSense shall have no indemnification obligation, and you shall indemnify PureSense pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(es).

15. Disclaimer of Warranties

PURESENSE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. PURESENSE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PURESENSE AND ITS LICENSORS.

16. Internet Delays

PURESENSE'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PURESENSE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Use the Service and Content at Your Own Risk

Your access to and use of the Service and Content is at your own risk. PureSense will have no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service or Content.

18. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED

TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

20. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The User acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

PureSense and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes.

21. Notice

PureSense may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in PureSense's account information, or by written communication sent by first class mail or pre-paid post to your address on record in PureSense's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to PureSense (such notice shall be deemed given when received by PureSense) at any time by any of the following: letter sent by confirmed facsimile to PureSense at the following fax number: (877) 752-6717; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to PureSense at the following addresses: PureSense Environmental, Inc., 5801 Christie Avenue, Suite 400, Emeryville, CA 94608 addressed to the attention of: Chief Financial Officer.

22. Modification to Terms

PureSense reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

23. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of PureSense but may be assigned without your consent by PureSense to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of PureSense directly or indirectly owning or controlling 50% or more of you shall entitle PureSense to terminate this Agreement for cause immediately upon written notice.

24. General

With respect to U.S. Customers, this Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Alameda County, California. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and PureSense as a result of this agreement or use of the Service. The failure of PureSense to enforce any

right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PureSense in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and PureSense and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith:

"Agreement" means these online terms of use, any Order Forms and any materials available on the PureSense website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by PureSense from time to time in its sole discretion;

"Content" means the information resulting from the analysis and manipulation of Customer Data or other third party data submitted to the Service, audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service, including data collected from Monitoring Stations;

"Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service;

"Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is annually, the Initial Term is the first year);

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Monitoring Station(s)" means those combinations of instruments and other hardware, firmware and communications services at discrete locations used to collect and communicate environmental and other types of data to the online Service.

"Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of Monitoring Station subscriptions and User licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail);

"PureSense" means PureSense Environmental, Inc., a California corporation, having its principal place of business at 5900 Hollis Street, Suite C, Emeryville, CA 94608;

"PureSense Technology" means all of PureSense's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how,

techniques, designs and other tangible or intangible technical material or information) made available to you by PureSense in providing the Service;

"Service(s)" means the specific edition of PureSense's real-time services for managing the quality and use of water and air in mission-critical product and service delivery environments, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by PureSense, accessible via <http://www.puresense.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by PureSense, to which you are being granted access under this Agreement, including the PureSense Technology and the Content;

"Subscription Administrator(s)" means those Users designated by you who are authorized to purchase subscriptions by executing written Order Forms and to order User accounts and otherwise administer your use of the Service;

"Subscription Term" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s);

"User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by PureSense at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@puresense.com.