



The Comfort Test – Terms of Agreement

Payment Terms: The \$1,000 fee for The Comfort Test is due prior to receipt of The Comfort Test Deliverables and is non-refundable. Upon completion of the BMS review, you will be sent an invoice with the option to pay online or mail payment.

Deliverables: Abundant will provide, based on the information submitted and/or gathered during the process, a detailed report on comfort metrics for the building.

Ownership and Use of Data: Client and Abundant shall own any Property data collected or generated as part of The Comfort Test, for perpetuity. Client may ask for, and Abundant will provide, a download of raw data from Property for up to one year after completion of The Comfort Test. Abundant is free to use such data for the performance of The Comfort Test, the development of Abundant's products and services, and system-wide analytics on an aggregated and anonymized basis across Abundant's customer base. Abundant will not share, sell or transfer any customer identifiable information or data to any third party.

Limitation of Liability: NEITHER PARTY, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR REPRESENTATIVES WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFITS), LOST OR DAMAGED DATA, LOSS OF CONNECTIVITY TO THE INTERNET, BUSINESS INTERRUPTION OR LOSS OF GOODWILL, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF ONE PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. Abundant's maximum liability to Client for any cause whatsoever, regardless of the form of action, including without limitation whether in contract, tort or negligence shall in no event exceed the limits of Abundant's liability insurance. The foregoing limitation of liability shall be on a cumulative basis and not per incident.