

Early Adopter Program (EAP) Agreement for Avian Tag Product(s)

About Wildlife Computers

Wildlife Computers is the leading provider of advanced wildlife telemetry solutions. Propelled by its mission to promote the sustainable use of our global environment, Wildlife Computers creates the most innovative avian and marine technologies that empower data-driven decisions. Wildlife Computers provides unique consultative services, an unsurpassed commitment to quality, and impeccable customer service to get you the data you need when you need it.

The Rainier-S20 is the company's new solar-powered, GPS-equipped Argos transmitter (PTT) tag specifically designed for birds. The Rainier-S20 is suitable for birds weighing as little as 650 grams to be tracked with GPS precision and accuracy over land and sea for multiple seasons.

The Rainier-S20 method of sending GPS locations and other data through Argos builds on Wildlife Computers more than 20 years of experience of sending information via satellite in the most challenging marine environments and time stamps each to within two minutes of the actual fix. Status messages and cumulative status data sent can be used to infer the basic health of the tag.

Extent of Use

The scope of this agreement covers the use of "free" Rainier-S20 avian tags (hereafter called the Product(s)) received by the User. Wildlife Computers grants the User a simple, non-exclusive right to use the Product(s) solely for the purpose of research and testing. The User's rights to the Product(s) are limited to those expressly granted in this Early Adopter agreement and supersedes any other agreements with Wildlife Computers. Wildlife Computers reserves all rights of reproduction and distribution.

Enrollment

To begin the enrollment process, you must complete the Early Adopter Program (EAP) application. The application can be found at WildlifeComputers.com

We will evaluate your application and will notify you of the outcome in a timely manner. We may reject your application if we determine that your timeline does not meet the EAP's requirements, or if we believe the Product is not appropriate for your intended research animal or goals. If we reject your application for any reason, you may reapply to the EAP any time with an updated application.

The ability to purchase under the early adopter program will expire on or before June 30, 2020. Wildlife Computers reserves the right to cancel this program at any time.

Eligibility Requirements

- The client must be willing to engage by offering regular feedback and input.
- The client must complete the EAP application and be approved to participate
- The client must sign the EAP agreement
- The EAP is limited to one per client. Wildlife Computers reserves the right to make an exception at any time.

Terms of the Agreement

- The term of this agreement shall commence on the date the client receives the Product(s) and will continue for one year.
After being accepted into the EAP, the client will be assigned a technical sales consultant (TSC). The TSC will work with the client and place an order for the paid Rainier-S20 tags. Once the order is confirmed, and payment received, through the normal sales process, the TSC will create an addendum for the additional Product(s).
- Wildlife Computers reserves the right to cancel this agreement and program without notice.
- Early adopters will be among the first to purchase, demo, and review the Rainier-S20 tags. As part of the EAP, clients will play a pivotal role in the validation of the new avian tag and its introduction to the market.
- Successful applicants of the EAP must purchase the Rainier-S20 avian tags. Clients will receive one free Product(s) for every purchased Rainier-S20 tag, up to the first five units.
- The client must deploy all of the free Rainier-S20 tags within six months of receipt. If the client cannot meet this timeline, they will need to return all of the undeployed, free tags within 30 days or they will be billed for the tags.
- The client must report any issues, or comments through the EAP Support Process at eapsupport@wildlifecomputers.com.
- The client must provide periodic updates on research, research results, and progress achieved with the Product(s).
- The client will provide quotes and case study interviews and material for marketing collateral for events, workshops, website, social media, promotional material, etc.
- The client is responsible for all Argos costs associated with all the Rainier-S20 tags, free and purchased.
- The client will receive hands-on support and interaction with the EAP team through a dedicated EAP support email address.

Any free Product(s) under the EAP agreement will not be under warranty. No replacements will be provided in the unlikely event of failure.

Confidentiality, Feedback and Collection of Information

The client agrees to provide reasonable feedback to Wildlife Computers, particularly to report any and all problems and test results relating to the Product(s). All information may be used by Wildlife Computers for its own purpose. Wildlife Computers will not publicly disclose any information about the client's research until after research publication.

The client agrees not to disclose any information, particularly with regard to technical issues, financial, or any other aspects of the Product(s) without consent from Wildlife Computers.

Feedback shall mean any input provided to Wildlife Computers, in any manner, regarding the Product(s), documentation, and/or services, including changes or suggested changes to current or future Product(s), documentation, and/or services, and test results. The client grants Wildlife Computers a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable right to use Feedback for any purpose, including but not limited to, incorporation of such Feedback into the Product(s) or other Product(s) without compensation to the client.

Ownership and Restrictions

Transfer of the Product(s) or any portion of it to any third party is strictly prohibited without express permission from Wildlife Computers.

Notwithstanding anything to the contrary contained herein (except for the limited license rights expressly provided herein), Wildlife Computers have and will retain all rights, title, and interest in and to the Product(s) (including, without limitation, all patent rights, mask works, copyrights, trademarks, service marks, related goodwill, and confidential and proprietary information); and all modifications to, and derivative works based upon, the Product(s), regardless of the party creating such. The client shall not (and shall not allow any third party to):

- a). decompile, disassemble, or otherwise reverse engineer the Product(s) or attempt to reconstruct or discover any proprietary materials, underlying ideas, algorithms, file formats, data products, or programming interfaces of the Product(s) by any means whatsoever.
- b). distribute, sell, sublicense, rent, or lease the Product(s) for any purpose.
- c). remove any Product(s) identification, proprietary copyright, or other notices contained in or on the Product(s).
- d). publicly disseminated performance information or analysis (including, without limitation, benchmarks) from any source relating to the Product(s).
- e). modify the production any way without consultation and approval of Wildlife Computers.

Ordering Process

After being accepted into the EAP, the client will be assigned a technical sales consultant (TSC). The TSC will work with the client and place an order for the paid Rainier-S20 tags. Once the order is confirmed, and payment received, through the normal sales process, the TSC will create an addendum for the additional Product(s).

Once the client takes receipt of the Product(s), the evaluation period begins. The client must deploy all of the free Rainier-S20 tags within six months of receipt. If the client cannot meet this timeline, they will need to return all of the undeployed, free tags. If we don't receive the tags within 30 days, the client will be billed for the full retail amount of the tags.

Technical Support

As part of the EAP, Wildlife Computers will provide a dedicated support email for any issues, feedback, and/or comments relating to any Product(s) part of the EAP.

By signing my name below, I certify that I have read the above information. By signing this document, I agree to be bound by the terms and conditions outlined in the agreement.

Signature

Date