

This Online Purchase and Sale Agreement (the “Agreement”) is entered into as of the date of each online purchase by the Buyer on the FlowActive, Inc. website (the “Effective Date”) by and between the Buyer and FlowActive, Inc., a Delaware corporation with an office at 2 Third Street, Suite 370, Troy, New York 12180 (together, the “Parties”):

WHEREAS Seller has developed an advanced technology capable of detecting water flow through the installation of a web-enabled leak detection device (a “Device”) in a standard residential-type toilet; and

WHEREAS Buyer owns and/or manages the facility identified in the online purchase (the “Facility”); and

WHEREAS Buyer wishes to buy and Seller wishes to sell Devices, and Buyer wishes Seller to monitor the waterflow in each of the compatible toilets at the Facility in which the Devices are installed and to provide periodic reports describing any anomalies in water usage (as more fully described in Section 2 below, the “Services”), and Seller wishes to provide such Services; and

WHEREAS Buyer wishes to participate in Seller’s Early Adopter Program as described in Section 4 below, in consideration for which Buyer will receive a thirty-day trial period and special pricing for Services;

NOW, THEREFORE, the Parties hereby agree as follow:

1. **Devices.** Buyer will purchase the number of Devices set forth in Paragraph 4 below, subject to the terms and conditions set forth in this Agreement and in the FlowActive, Inc.’s Terms of Sale current as of the Effective Date (the “Terms of Sale,” which are available at <https://www.flowactive.com/terms-and-conditions/>). Seller will deliver the Devices to the Facility. Buyer will activate and install the Devices in accordance with Seller’s instructions.
2. **Services.** Subject to the terms and conditions set forth in this Agreement and in the Terms of Sale, Seller will monitor data provided by the Devices (the “Data”) and provide Buyer with all of the available reports described in the attachment hereto identified as “FirstDrops™ Service Plan.” In addition, Seller will furnish Buyer with an application which can be installed on a computer or mobile device (the “Software”) which will permit Buyer to view the Data on demand and in real time. For participants in the Early Adopter Program, Seller will waive the normal fees for technical support and provide complimentary technical support for thirty days after delivery of the Devices
3. **Payment.** Buyer will pay to Seller the “Purchase Price” and a “Services Price,” both calculated as set forth below (collectively, the “Price”):
 - (a) **Purchase Price.** The Purchase Price calculated by the FlowActive web site will be a one-time fee payable in full prior to shipment. If not satisfied with the Devices, Buyer

may return the Devices to Seller within thirty days next following delivery, and Seller will refund the Purchase Price (net of shipping costs).

- (b) *Services Price*. The Services Price calculated by the FlowActive web site will be will be payable monthly in advance of the service period.

4. Early Adopter Program.

- (a) At least monthly, Buyer will provide to Seller written or verbal reviews of reports and portal information including feedback on features and design.
- (b) Buyer will permit Seller to use Buyer's brand and the name and location of the Facility in promoting the FirstDrops™ product. Buyer will to the extent possible represent their experiences with FirstDrops™ with respect to the use and benefits of the technology in a positive manner and will in no event make any negative or disparaging statements regarding FirstDrops™ or Seller.
- (c) The original Buyer may return the Devices for any reason in their original condition within thirty (30) days of the original purchase and receive a full refund. If any Device was installed or has been used in any way then it is not eligible for the refund.
- The refund will be initiated once Seller receives and inspects the return. Please allow up to 10 business days to complete inspection. Once completed, Buyer will receive email confirmation of the refund.
 - Seller may deny refund or exchange for any returns that have been tampered with, have missing parts, have been misrepresented and/or are not received and inspected by Seller's warehouse.
 - Original shipping and handling charges may not be refunded.
 - The Devices should be shipped in an outer box for protection and contain the RMA document provided to you by Seller upon initiation of a return request.
 - Seller will only issue refunds back to the original form of payment. To receive a complete refund, all items from the original purchase must be returned.
 - If Buyer's purchase method accrued finance or interest charges, refunds will not include any finance charges or interest due on any loan or any of the non-refundable amounts described above, and Buyer will remain responsible for the performance of your financing agreement.
 - Return refunds may be subject to a restocking fee of up to 15% of the purchase price, plus any applicable sales tax, unless the product is defective or the return is a result of a Seller error. Details for any deduction will be shown on the confirmation email for the return.

5. Other Obligations of Buyer.

- (a) Buyer will cause its Internet Seller ("*ISP*") to provide wireless connectivity which meets the requirements set forth in the attachment hereto entitled "*Wireless Connectivity Requirements*".
- (b) Buyer will advise Seller of the water and sewer rates applicable at the Facility and will update such advice in the event of any change. Upon request by the Seller, Buyer will provide copies of current water and sewer bills, which Seller will treat as Confidential Information as defined in the Terms of Sale.

(c) Buyer will provide Seller with any applicable Facility rules or security, health or safety policies.

6. **Term.** This Agreement will enter into full force and effect upon the Effective Date and will expire two years after activation of all Devices or twenty-five months from delivery of all Devices, whichever occurs first, unless earlier terminated in accordance with the Terms of Sale.



- The Facility's wireless network must have 2.4GHZ Wi-Fi capabilities and support 802.11b/g/n.
- The Facility's wireless network must support WPA/WPA2 if Wi-Fi network is encrypted.
- If devices need to be whitelisted via MAC address, the ISP must be able to accommodate our request within 3 business days.
- The Facility's wireless network must be able to open ports 80, 123, 443 and 8883.
- The Facility's wireless network must support MQTT protocol.
- The Facility's wireless network must be able to provide onboard support for devices, and network setup must be approved by us.
- The Buyer or its ISP must confirm in writing to Seller the Wi-Fi credentials provided to Seller.
- The Facility's wireless network must provide the option to have a VLAN and to separate from the normal guest network.
- The network configuration must allow for number of devices required for the Facility.

The FlowActive team will work with your Wi-Fi provider to ensure the devices are live and can communicate through your existing infrastructure.



- Flow Alert Standard Weekly & Monthly Reports. The FirstDrops™ Service Plan provides weekly and monthly flow alert summary reports. The data can be organized by number of alerts or by location.
- Major Alerts. Buyer will be notified immediately by email or text to the address or number designated by the Buyer whenever a Device detects water flow at a rate of four gallons per minute or more or over 500 flushes per day.
- Weekly and Monthly Water Usage Summaries. The flow alerts and water usage data can be classified and organized by number of alerts, room, floor or other single criterion selected by the customer.
- Custom Alerts. Buyers have the ability to set flow and flush alert levels.
- Online Portal. Buyers will also have access to an on-line portal containing a wealth of learned information in videos and tutorials to help the Buyer through the process of installation and show how to best use the device data. This content is available online for use at any time.
- Access. Buyers will have data access for an administrator and two additional users.