

Bee Alert Technology, Inc.
Disclaimer of Warranties and Limitation of Liability

WHEREAS, the individual or entity (hereafter referred to as “BeeKeeper”) that has requested the attached “Bee Colony Analysis & Report” (referred to as “Analysis & Report”) has sought the technical expertise and advice of Bee Alert Technology, Inc. (“BATI”) in attempting to determine the health and treatment regiments for BeeKeeper’s bee colony(ies);

WHEREAS, BATI is relying upon current technology, research, and diagnostic tools, as well as information from BeeKeeper regarding colony conditions, placement, exposure to environmental contaminants and related information related to the subject bee colony, in creating the attached Analysis & Report;

WHEREAS, BATI desires to outline the limits of liability for its analysis and proposed courses of treatment or action set forth in the Analysis & Report. Such limitations appear below;

THEREFORE, by accepting the Analysis & Report, BeeKeeper acknowledges that this Disclaimer of Warranties and Limitation of Liability is part of the terms of service and constitutes an enforceable agreement between the parties. If you do not agree to be bound by the terms of the entire Bee Alert Technology, Inc. Disclaimer of Warranties and Limitation of Liability, return the Analysis & Report within ten (10) days of delivery to BeeKeeper.

1. Restrictions on Use. The attached Analysis & Report is a highly-specific document for BeeKeeper’s use only, and is not intended for use in any other circumstance or by any other party. BeeKeeper will not provide the Analysis & Report to others, whether directly in any media or indirectly through incorporation in a database, report or otherwise, or use or permit the use of the information contained in the Analysis & Report to third parties (including as the basis for providing recommendations to others); use or permit the use of information contained in the Analysis & Report to prepare any comparison to other information databases that is or will be provided to third parties; or voluntarily produce the information contained in the Analysis & Report in legal proceedings.

2. Disclaimers. Although BATI endeavors to use various procedures, techniques, diagnostic and research tools, and expertise to provide appropriate analysis and treatment for BeeKeeper’s colonies, BeeKeeper acknowledges that the Analysis & Report and information contained therein may contain a degree of error. BeeKeeper understands that in the course of data collection BATI must rely upon information reported by BeeKeeper and third-party

agencies, and cannot be responsible for the accuracy, timeliness, currentness, or completeness of such information provided.

2.1. Suggested Treatment or Actions. Any recommended or suggested course of treatment or action provided by BATI is based upon the professional judgment and expertise of BATI, and is only valid as of the date the Analysis & Report is generated. BeeKeeper is responsible for initiating and requesting any updates when and if there is a change of conditions with BeeKeeper’s colonies, or if BeeKeeper intends to use the treatment options for colonies not studied by BATI. BeeKeeper acknowledges that changing circumstances in the colony health or environment may dramatically affect the suggested treatment options provided by BATI. If environmental or other material conditions change with BeeKeeper’s colonies, BeeKeeper is responsible for managing such health risk, and nothing in the Analysis & Report should be construed as an acceptance by BATI of managing that health risk.

3. Disclaimer of Warranties. ALL REPORTS, INFORMATION AND SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS.

OTHER THAN AS EXPLICITLY STATED HEREIN, BATI DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BATI DOES NOT WARRANT THAT ITS ANALYSIS AND REPORTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE. BATI WILL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF, IN WHOLE OR IN PART, BATI'S CONDUCT IN PROCURING, COMPILING, COLLECTING, ANALYZING, TESTING, INVESTIGATING, INTERPRETING, REPORTING OR DELIVERING SERVICES, REPORTS OR INFORMATION.

4. Limitations of Liability.

4.1. *Liability Limited to Amounts Paid.* BEEKEEPER'S EXCLUSIVE REMEDY AND BATI'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF BATI'S ANALYSIS & REPORT SHALL BE AN AMOUNT EQUAL TO THE PRICE PAID FOR THE ANALYSIS & REPORT SERVICES, IF ANY.

4.2. *Limitation on Time Period to Bring Claims.* ANY CLAIMS WILL BE BROUGHT, IN ACCORDANCE WITH THIS DOCUMENT, WITHIN 12 MONTHS OF THE FIRST OCCURRENCE GIVING RISE TO SUCH

CLAIMS, OR SUCH CLAIMS WILL BE FOREVER BARRED.

4.3. *Limitation for Certain Damages.* BATI SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.4. *Limitation on Tangential Acts.* BATI SHALL NOT BE LIABLE FOR BEEKEEPER'S USE OF THE REPORTS OR INFORMATION PROVIDED BY BATI, EXCEPT AS AUTHORIZED UNDER THIS DOCUMENT.

4.5. *Disclaimer and Limitation Applicability.* Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so the above limitations and exclusions may not apply to you to the extent such jurisdiction's law is applicable to this agreement.

5. Miscellaneous Provisions.

5.1. *Governing Law and Venue.* This Document, the Analysis & Report, and all collateral documents shall be interpreted, governed by, and construed in accordance with the laws of the State of Montana without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in Missoula, Montana.

5.2. *Attorney Fees.* In the event a suit, action, or other proceeding is brought by any party to enforce the terms of this Agreement there shall be paid to the prevailing party (in addition to other sums) its costs, reasonable attorneys fees, and all legal expenses, including all appeals, and any post-judgment collection services.