

THE BEE CORP. GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is entered into as of the date of purchase (the "Effective Date") BETWEEN the purchaser ("Client"); and The Bee Corp. of P.O. Box 6112, Bloomington, Indiana, 47407 ("Company"). The Company is in the business of providing beehive monitoring equipment and services. Client desires to retain Company to provide services and Company agrees to provide such services to Client as set forth herein.

In order to obtain or continue using the Company's Service, you must agree to and accept the terms and conditions of this Agreement. The Agreement sets out the terms and conditions under which you may utilize the Company's Services. Please read this Agreement carefully.

By clicking on the "BUY NOW" button, or by acknowledging your acceptance of the Agreement terms and conditions by any other method allowed by the Company's, or by using the Company's Services, Client acknowledges and agrees that it has reviewed and understands the Agreement and agrees to be legally bound by all its terms and conditions. If Client does not agree or is not willing to be bound by the terms and conditions of this Agreement, please do not click on the "BUY NOW" button, do not acknowledge your acceptance of the Agreement terms and conditions by any other method and do not seek to obtain or continue using the Company's Service.

Company and Client (each a "Party" and together "Parties") hereby agree as follows:

1. Services

- a. Company shall provide to Client the following services (the "Services") at Client's location (the "Site"):
 - i. Honeybee hive monitoring service;
 - ii. Rental of honeybee hive sensor(s);
 - iii. Rental of data transmission gateway(s)

2. Term and Termination

- a. The term of this Agreement shall begin on the Effective Date and shall remain in full force and effect for one (1) year (the "Term"), subject to earlier termination as provided in this Agreement. The Term shall renew for an additional year upon expiration of the Term (each, a "Renewal Term") unless notice of termination is given by either party in accordance with Section 2.b. Client shall be responsible for all Services provided and fees incurred during the notice period, through and including the termination date.
- b. In the event that either Party wishes to terminate this agreement during the Term or a Renewal Term, the terminating party shall provide sixty (60) days' written notice to the other Party.

- c. In case of material breach of any obligation contained in this Agreement by either Party, the non-breaching party shall give the breaching party written notice of the breach and, if curable, the breaching party shall have ten (10) days to cure the material breach to the reasonable satisfaction of the non-breaching party. If the breach is not cured within the cure period, the non-breaching party shall have the right to terminate the Agreement as of the date notice of breach was first given to the breaching party.

3. Payment

Company shall invoice Client for Services annually. Client shall pay each invoice in full within thirty (30) days of receipt. Invoices not timely paid will accrue late fees at a rate of 1.5% interest per pay month. Client shall be responsible for all fees and expenses incurred by Company in an effort to collect any amounts due including costs and reasonable attorney's fees.

4. Confidentiality

Confidential information (the "Confidential Information") shall include any data or information provided by one Party to the other which would reasonably be considered to be private or proprietary to the disclosing party which is not generally known to the public and the release of such Confidential Information could reasonably be expected to cause harm to the disclosing party. The receiving party shall not disclose, divulge, reveal, or use the disclosing party's Confidential Information, for any purpose other than providing or receiving the Services set forth in this Agreement, except as otherwise authorized by the disclosing party or as required by law. The obligations of confidentiality will apply during the Term or any Renewal Term of this Agreement and will end upon expiration or termination of this Agreement. The receiving party shall immediately notify the disclosing party upon confirmation that such Confidential Information has been disclosed in violation of this Agreement. If an actual or threatened disclosure occurs, the disclosing party shall be entitled to injunctive relief to protect and recover the Confidential Information.

5. Ownership of Intellectual Property; Hardware

- a. Intellectual Property. Company retains all right, title and interest in intellectual property and related material (the "Intellectual Property") provided to Client, or developed or produced by Company under this Agreement either for Company's use or for the benefit of Client, including hardware, software, technical information, trademarks, trade names, patents, patent applications, equipment, processes, inventions, know-how, proprietary procedures, methods, data, reports, analytics, and similarly proprietary information. Client is granted a non-exclusive, limited-use, non-transferrable license to use Company's Intellectual Property during the Term of this Agreement. Such license and right to use Company's Intellectual Property shall terminate immediately upon expiration or termination of this Agreement.

- b. Hardware.

- i. Company shall retain full ownership of any and all hardware issued to Client under the terms of this Agreement.

- ii. In the event that any hardware issued to Client is found to be malfunctioning at no fault to Client, Company shall make all reasonable efforts to provide maintenance and repairs, or issue replacement equipment to Client if routine maintenance and repairs do not restore the functionality of the equipment.
- iii. If hardware issued to Client is damaged due to Client's negligence, Client shall be held responsible for the cost of repair or replacement, which shall not exceed the fair market value of the hardware at the time of damage.
- iv. If hardware issued to Client is stolen from the Site(s) of Service, Client shall be held invoiced for an amount equal to the fair market value of the stolen hardware. Payment shall be due to Company in accordance with the payment terms set forth in Section 3.

6. Return of Property

- a. Upon the expiration or termination of this Agreement, Company will return to Client any property, documentation, records, or Confidential Information which is the property of Client.
- b. Upon expiration or termination of this Agreement, Client will return to Company any property, documentation, records, or Confidential Information which is the property of Company.

7. Remedies

- a. Indemnity. Client agrees to indemnify, defend and hold harmless Company and its officers, directors, and employees from and against any and all claims, demands, causes of action, suits, damages, liabilities, fines, judgments, costs and fees (including court costs and reasonable attorney's fees) arising from or alleged to arise from any accident, damage or injury caused to any person or property on or about the Site.
- b. Limitation of Liability. Neither party shall be liable to the other party for any amount in excess of the total fees paid under this Agreement for the Term or any Renewal Term, as applicable. Neither party shall be liable to the other for any third party claim, or for any indirect, incidental, special, exemplary, punitive, or consequential damages, including without limitation damages for loss of goodwill, work stoppage, or lost profits, incurred by either party or by any third-party, whether in an action in contract or tort or other legal theory, even if the party has been advised of the possibility of such damages or such damages were foreseeable. This Section shall not apply to Client's breach of Section 4 or Section 5, or claims arising under Section 7.a. COMPANY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES OR STATEMENTS OF ANY KIND BEYOND THOSE SET FORTH IN SECTION 1, and EXHIBIT A, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- c. Exclusive Remedy. Except as set forth in Section 4, Section 5, the remedies provided in this Section 7 shall be the sole and exclusive remedy of the parties for all disputes arising out of or relating to this Agreement, and the Exhibits hereto, and shall supersede and replace all other rights and remedies that any of the parties may have under any law or other agreement.

8. Notice.

Any notice given under this Agreement shall be in writing and shall be delivered in person, transmitted by fax or e-mail and addressed to the individual specified below, or sent by courier, charges prepaid and addressed as follows:

If to The Bee Corp: The Bee Corp.
P.O. Box 6112
Bloomington, Indiana 47407

If to Client: The address, email or fax number provided by or
for Client during registration for Queen's Guard.

Any such notice shall be deemed to be given and received on the day on which it was delivered or transmitted or if mailed on the date on which it was received. Either party may change its address for service from time to time by giving written notice thereof to the other party in accordance with this provision.

9. Miscellaneous

- a. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party at any time for any period shall not be construed as a waiver of such rights.
- b. Governing Law. This Agreement shall be governed by the laws of the State of Indiana and the parties agree to submit disputes arising out of or in connection with this Agreement to the jurisdiction of the courts of Monroe County, Indiana or the United States District Court for the Southern District of Indiana.
- c. Modification of Agreement. Any amendment or modification of the terms of this Agreement or the Services provided to Client must be mutually agreed in writing by the Parties.
- d. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, all other provisions shall continue to be valid and enforceable with the invalid or unenforceable parts severed for the remainder of the Term or Renewal Term of this Agreement.
- e. Not Liable for Hive Death. Company shall not be liable to Client for damage which may occur to Client's beehives, including swarming, failure or death of the hive,

for any reason. Client hereby releases Company of and from any and all claims, causes of action, liability, costs or damages related thereto.