

Data Use Agreement between PurpleAir, Inc. and Aaron Watt for Bulk PurpleAir Data

Parties

PurpleAir, Inc. ("PurpleAir") is a manufacturer of air sensors intended to measure airborne particulate matter. Aaron Watt ("Investigator") is an academic researcher investigating ambient air pollution. PurpleAir and Investigator ("the Parties") recognize that research related to ambient air pollution is in the public's interest. Investigator wishes to protect, use, handle, and safeguard the bulk historical sensor data that it receives from PurpleAir in compliance with law and in accordance with the duties and responsibilities set forth herein.

Agreement

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to permit PurpleAir to transmit to and share data with Investigator for the sole purpose of academic research ("Research"), undertaken by Investigator, or person(s) directly in collaboration with Investigator, upon the terms and conditions in this Agreement. Investigator is performing a research project on the measurement of ambient air pollution and for no other purpose.
2. Data Ownership and Use. The Data to be furnished by PurpleAir consists of the items set forth in Exhibit A ("Data"). Investigator will not use the Data for any purpose other than research. Investigator will not make any commercial use of the Data. PurpleAir will retain the unrestricted right to distribute the Data to other commercial or noncommercial entities.
3. Non-Transferable Data and Data As Is. Investigator further acknowledges and agrees that Data is confidential to PurpleAir and will not transfer or otherwise disclose the Data to, or for the use thereof by, any third party under any condition. Investigator shall maintain the Data in confidence, using precautions at least as strict as Investigator takes to protect its own data of a similar nature, and in any event no less than reasonable precautions. Investigator shall immediately notify PurpleAir upon discovery of any disclosure not authorized hereunder and take reasonable steps to prevent any further unauthorized disclosure or unauthorized use. Investigator shall be responsible for ensuring the conditional use of Data by Investigator's employees or research collaborators. The Data is provided AS IS and PurpleAir makes no representations, conditions or warranties, either express or implied with respect to any of the Data. Without limiting the generality of the foregoing, PurpleAir expressly disclaims any implied warranty, condition or representation that the Data corresponds with a particular description or is of merchantable quality.
4. No License or Rights. Investigator acknowledges that PurpleAir is the owner or licensee of PurpleAir's data and has the sole right to disclose such Data. Nothing contained in this Agreement will be construed as obligating PurpleAir to disclose Data, or as granting to or conferring on Investigator, expressly or by implication, any rights or licenses to PurpleAir's Data. This Agreement shall not be construed as granting, expressly or by implication, to Investigator any rights by license or otherwise to such Data, including but not limited to any invention or patent or patent application now or hereafter owned or controlled by PurpleAir.

5. Publications. Subject to its obligations of nondisclosure set forth above, in the event that Investigator shall publish the results of the Research, Investigator shall provide appropriate attribution to PurpleAir as a data source.
6. Independent Activities. The Parties further agree that this Agreement shall not be construed to limit either Party's right to independently develop or acquire data or information without use of or reference to the Data provided through this Agreement. PurpleAir acknowledges that Investigator may currently or in the future develop information internally, or receive information from other parties, that is similar to the Data. Accordingly, nothing in this Agreement will be construed as a representation or agreement that Investigator will not develop or have developed data or information, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Data provided that Investigator does not violate any of its obligations under this Agreement in connection with such development.
7. Term and Termination. This Agreement shall take effect on the Effective Date and remain effective until December 31, 2031; provided, however, that either Party may terminate this Agreement by giving the other Party thirty (30) calendar days' notice in writing of its intention to terminate this Agreement. Termination shall not abrogate either Party's obligations under this Agreement for Data received prior to the date of termination, and such obligations shall survive this Agreement for two years.
8. Notices. Any notice required to be sent or given under this Agreement will be sent via electronic mail, addressed as follows:

PurpleAir

Name: Adrian Dybwad

E-Mail: adrian@purpleair.com

Phone: 234-564-0362

Investigator

Name: Aaron Watt

E-Mail: aaron@acwatt.net

Phone: 503-327-9232

9. No Reimbursement of Costs. Each Party shall use its own resources and funds in carrying out the provisions of this Agreement, and neither Party shall reimburse the other for expenditures or costs incurred hereunder.
10. No Business Arrangement. This Agreement shall not constitute, create, or otherwise imply a joint venture, teaming or pooling agreement, partnership, or business combination of any kind.
11. No Agreement To Enter Into Transaction. Entry into this Agreement and/or the disclosure of Data hereunder shall not constitute an offer or acceptance or promise of any future contract or amendment of any existing contract. Unless and until a separate definitive agreement has been executed and delivered between the Parties relating to the subject matter of this Agreement, neither Party shall have any legal obligation with respect to any contemplated transaction because of this Agreement or any other written or oral expression with respect to any transaction except, in the case of this Agreement, for the matters specifically agreed to herein.

12. Force Majeure. Neither Party shall be liable, in respect to any delay in completion of work hereunder or of the non-performance of any term or condition of this Agreement directly or indirectly resulting from delays by Acts of God; earthquakes; acts of the public enemy; strikes; lockouts; epidemics; riots; power failure; water shortage or adverse weather conditions; or other causes beyond the control of the parties. In the event of any of the foregoing, the time for performance shall be equitably and immediately adjusted, and in no event shall any party be liable for any consequential or incidental damages from its performance or non-performance of any term or condition of this Agreement. The Parties shall resume the completion of work under this Agreement as soon as possible subsequent to any delay due to force majeure.
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument. The Parties agree that electronic signatures may be used for execution of the Agreement. The email, PDF or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and electronic copies of the executed Agreement shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates set forth below.

PurpleAir, Incorporated

Aaron Watt

Signature: _____

Signature: _____

Name: _____

Name: Aaron Watt

Title: _____

Title: Academic Researcher

Date: _____

Date: _____

Exhibit A
Data Requested

For each outdoor PurpleAir sensor in the US labeled as “public”:

1. Sensor identifier.
2. Channel states
3. Channel flags (manual, auto, and average)
4. Confidence (manual, auto, average)
5. Hourly average values of the following variables
 - pressure
 - temperature
 - humidity
 - PM2.5 60-minute averages (from channel a, channel b, and combined)

Sensor identifiers previously communicated from Aaron Watt to Adrian Dybwad on Jan 27, 2022 are sufficient in determining the sensors for which the variables listed above should be delivered.