

Heat Seek Enrollment Agreement

Name of Tenant: _____

Address: _____ Apt # _____

City, State, ZIP: _____

Email address: _____

Telephone number: _____

By signing below, I certify that (i) I have read, understand, and agree to this Agreement; (ii) I am at least 18 years of age; and (iii) I reside at the address listed above.

Signature: _____ **Date:** _____

This Enrollment Agreement (this “Agreement”) is a binding contract between Heat Seek, Inc., a New York not-for-profit corporation (“Heat Seek”), and the individual named above (“I” or “me”).

By signing this Agreement, I agree as follows:

1. **Devices**

- a. Heat Seek will install a sensor at the address listed above (my “**Home**”) to periodically collect ambient temperature readings (the “**Sensor**”).
- b. Heat Seek may install a second Device in my Home to assist with connectivity in the case that wifi is unavailable or insufficient.
- c. “**Devices**” means the Sensor and, if installed in my home, a secondary Device to assist with connectivity.

2. **Usage**

- a. The Devices remain Heat Seek’s property at all times.
- b. To be eligible for the Sensor’s installation in my Home, I agree to keep the Devices in my apartment at least until September 30, 2019.
- c. If the Devices are installed in my Home, I will do my best to ensure that that they remain plugged into a working electrical outlet at all times.
- d. I will not use or place near the Sensor anything that may affect the temperature in that area, such as a space heater or a fan.
- e. I will not, and will do my best to ensure that others do not, interfere or tamper with the Devices in any way.
- f. If the Devices are installed in my Home, then I am responsible for the costs of its electricity consumption, which Heat Seek expects to be minimal.

3. Removal or Repairs

- a. Upon Heat Seek's request and with sufficient notice, I will make a good-faith effort to permit Heat Seek to enter my Home to repair, remove, replace, or modify the Devices, as Heat Seek may determine in its sole discretion.
- b. If I move, I will make every effort to inform Heat Seek at least 15 days prior to moving out of my Home, so that Heat Seek may enter my apartment and remove the Devices. If I need to vacate my apartment unexpectedly with fewer than 15 days notice, I will still make every effort to allow Heat Seek to enter my apartment to remove the Devices before I move.
- c. I will allow the Devices to be removed from my Home at the end of the monitoring period, no later than December 31, 2019.

4. Data

- a. Subject to keeping the Devices connected and plugged in, and to the Devices' proper functioning, Heat Seek will permit me to access the ambient temperature readings collected from the Sensor (the "**Data**") through Heat Seek's web application using the email address that I have provided above.
- b. The Data may be accessible to Heat Seek, organizations that referred me to Heat Seek, lawyers associated with those organizations or to whom I request access, employees and agents of the New York City Mayor's Office of Recovery and Resiliency, the New York City Department of Health and Mental Hygiene, the New York City Department of Parks and Recreation, and other government authorities.
- c. Heat Seek may share the Data with other people or organizations in its sole discretion.

5. Limitation of Liability

- a. Heat Seek does not guarantee that my Home's heating or cooling will change as a result of Heat Seek's products and services.
- b. Heat Seek does not guarantee that the Data will be admissible in a court of law.
- c. Heat Seek is not a law firm or a substitute for one, and it does not provide legal assistance, advice, or opinions of any kind.
- d. To the fullest extent allowable by law, Heat Seek is not liable for any losses arising from or relating to (i) incorrect or unavailable data readings; (ii) human error; (iii) any interruption or defect of any electronic transmission; (iv) any problem relating to computer equipment or software; (v) any error or malfunction (technical or otherwise); or (vi) any of the Devices or Heat Seek's services.
- e. To the fullest extent allowable by law, Heat Seek makes no representations and disclaims all warranties, express or implied, regarding its devices and services, including those offered by third parties.

6. General Provisions

- a. The laws of New York govern all matters arising under and relating to this Agreement, including torts.
- b. This Agreement constitutes the final, exclusive agreement between Heat Seek and me on the matters contained in this Agreement and supersedes all prior and contemporaneous negotiations and agreements.
- c. No waiver of any provision of this Agreement constitutes a waiver of any other provision.
- d. If any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions for this Agreement for each party remain legal and enforceable.