**TEMPGUARD PILOT PROGRAM**

**Recitals**

**This is a pilot agreement of for the TempGuard solution.**

The goal of the solution is to ensure compliance and safety by constantly monitoring temperature and report violations within industrial, commercial, retail, and transportation industries. TempGuard utilizes BLE (Bluetooth low-energy) to monitor temperatures in coolers, refrigerators, and freezers, as well as customized hot-holding solutions. The solution provides alerts and actionable reports to make your operation safe and more efficient.

**This PILOT AGREEMENT** begins as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the "Effective Date") by and between TempGuard, a division of FleetMode, LLC (the "Company") at 131 Waterman Ave, Mount Dora, FL 32757, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Participant").

**We, the undersigned** agree to the following:

1. **Pilot Program.**
   1. **Concept.** TheParticipant has asked the Company to evaluate its TempGuard solution. To facilitate the evaluation, the Participant has agreed to a small-scale test in one of its locations.
   2. **Equipment.** Please see included equipment as enumerated in Attachment A. Additional equipment may be provided at the discretion of the Company.
   3. **Length.** Pilot lasts 14 days unless both parties mutually agree to change duration.
   4. **Compensation.** All hardware & SaaS fees are waived for the duration of the Pilot.
2. **Responsibilities.**
   1. **Installation.** The Participant will self-install with TempGuard available over the phone for support. The Participant agrees to send the required information to the Company in order to pre-setup the location for easy installation by the Participant. In some cases, a TempGuard employee can be available on-site.
   2. **Monitoring.** For the duration of the Pilot Program, it is recommended that the Participant continues to record and monitor their temperature zones in the same manner as they are presently doing. The Participant may compare those recorded temperatures to the readings provided by the SmartDots.
   3. **Alerts.** Participant agrees to receive Alerts notifying them of temperature violations. Alerts will be delivered via email, SMS, or push notification.
3. **End of Pilot.**
   1. If the Company has performed to the satisfaction of the Participant, and the solution has met the operational requirements of the Participant, the Participant and the Company agree to negotiate a fair price, terms and conditions for a system-wide deployment throughout the Participant’s business operations. Prior to the end of the Pilot, the Company will provide the Participant with a cost proposal for full implementation. Otherwise, the Participant agrees to return the equipment to the Company within 2 weeks of the the end of the Pilot should there be no desire to move forward.

**IN WITNESS WHEREOF,** each party hereto has duly executed this agreement as of effective date.

**FleetMode, LLC (TempGuard) Contact Information**

**Name:**

**Title:**

**Phone: Email:**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Pilot Participant Contact Information**

**Name:**

**Title:**

**Phone: Email:**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Attachment A: Pilot Equipment**

1. **TempGuard Gateway**
2. **TempGuard Temperature Sensors (up to 8)**
3. **TempGuard Mobile App (iOS, Android)**