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You shall not and agree not to enable others to, copy, modify, make derivative works of, disassemble, attempt to derive the source code of, decrypt, reverse compile or reverse engineer any part of the Product or Licensed Software, except as and only to the extent any foregoing restriction is prohibited by applicable law.

To the fullest extent allowed by law, you hereby agree to indemnify and hold harmless the Company from any liability arising out of or relating to the misuse of your Account, Product, Licensed Software, App or the Service, or your negligence, willful misconduct or breach of this Agreement.

Application, Product and Service Usage

In order to fully appreciate all the features your Product has to offer, a compatible mobile device on which to download the App may be required. After downloading the App, an account with the Company must be created to operate certain features of your Product (the "Account") and to access our App and services (the "Service"). Please note that a subscription to the Services may be required to utilize all the designed features of your Product. All information provided to the Company in connection with your Account and use of the Service and Licensed Software is covered by our Privacy Policy, and the use of the Service and App is governed by the Company's TERMS AND CONDITIONS FOR SUBSCRIBERS TO AccessIQ SERVICES ("Terms of Service"), which can be found on our website at <https://AccessIQ.com/home/legal>. Please review the Terms of Service and Privacy Policy prior to using the Licensed Software, as by using the Licensed Software entering into this Agreement, you are also agreeing to the Terms of Service and Privacy Policy. The Licensed Software may automatically transmit personal, usage and status data to the Company's servers to enable its functionality.

You must keep your Account information accurate and up to date at all times. You agree to abide by, and use the Product, Licensed Software, App and Account in accordance with the documentation provided to you in connection with the Product, Licensed Software, App and Account, and any additional terms of service that we may post associated with your Account or the Service, including without limitation the Terms of Service. You are responsible for maintaining the security of your Product, Licensed Software, App and Account, and you must take reasonable steps to protect your Account information and access to your App. All use of the Product, Licensed Software, App and Service through your Account by you or others is your responsibility.

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You agree that, unless prohibited by law, any claim or cause of action arising out of or related to use of the Licensed Software, or this Agreement, must be filed within one (1) year after such claim or cause of action arose or be forever barred, regardless of any time limit set forth in any statute or law to the contrary.

You acknowledge that the Product and Licensed Software are not certified for emergency response, and should not be used for this purpose. The Company does not monitor emergency notifications, and is not responsible for dispatching emergency services to your home.

Termination

This Agreement and the licenses granted hereunder are effective on the date you first install or use the Licensed Software and shall continue unless and until this Agreement is terminated by the Company pursuant to this section. The Company may terminate this Agreement immediately upon notice in the event that you materially breach any of the terms hereof. You may terminate this Agreement effective immediately upon providing the Company with written notice. Upon termination, the license granted hereunder shall terminate and you shall immediately destroy any copies of the Licensed Software in your possession, but the terms of this Agreement which are intended to survive termination will remain in effect.

Export Control

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the Licensed Software, Product, nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws or regulations. By using the Licensed Software you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Updates and Modifications

The Licensed Software may, without additional notice, check for updates that are available for automatic download and installation to your Product and let the Company know the Licensed Software is successfully installed. If you do not want such updates, your remedy is to stop using the Product. If you do not cease using the Product, you will receive updates automatically. You acknowledge that you may be required to install updates to use the Product and the Licensed Software and you agree to promptly install any updates that the Company provides. Your continued use of the Product is your consent to this Agreement.

You agree that the Company may modify this Agreement from time to time, and that your right to access the Services and use the Licensed Software is conditioned on an ongoing basis with your compliance with the then-current version of this Agreement. By continuing to access the Licensed Software or Services after modification become effective, you agree to be bound by the revised Agreement. If you do not agree to the new Agreement, please stop using the applicable Licensed Software.

Controlling Law and Severability

Neither the rights nor the obligations arising under this Agreement are assignable by you, and any such attempted assignment or transfer shall be void and without effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. All waivers by the Company will be effective only if in writing. Except as provided under the Arbitration section below, any action under or relating to this Agreement shall be brought solely in the state and federal courts located in California with sole venue in the courts located in Los Angeles or Orange County and each party hereby submits to the personal jurisdiction of such courts, except that the Company may seek relief in any court of competent jurisdiction to protect or enforce its intellectual property and proprietary rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event that any provision of this Agreement is found to be contrary to law, then such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect. Any notice to you may be provided by email.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly canceled. Except as otherwise expressly provided in this Agreement, any modifications of this Agreement must be in writing and signed by the Company. The parties acknowledge that they require that this Agreement be drawn up in the English language only.

To the maximum extent permitted by law, you agree that the all disputes and claims arising out of, or relating to, this Agreement, or your use of the Licensed Software and Product (including the arbitrability of any claim or dispute and the enforceability of this section), shall be determined exclusively by final and binding arbitration. Provided however, that you agree that the terms of this arbitration section do not apply to determinations as to the ownership of any intellectual property rights in the Licensed Software or Product.

CLASS ACTION WAIVER: Except as otherwise provided in this section, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and the Company specifically agree to do so following initiation of the arbitration. If you choose to pursue your dispute in court by opting out of this section, as specified below, this class action waiver will not apply to you. Neither you, nor any other user of the Licensed Software can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding arising out of or relating to this Agreement or the Licensed Software without having complied with the opt-out requirements below.

Except as expressly set forth in this section, you and the Company may litigate in court only to compel arbitration under this Agreement or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators. To the extent that you have breached or have indicated your intention to breach this Agreement in any manner which violates or may violate the Company's or any of its licensor's intellectual property rights, or may cause continuing or irreparable harm to the Company (including, but not limited to, any breach that may impact the Company's or its licensor's intellectual

property rights, or a breach by reverse engineering), the Company may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction.

Notwithstanding the above, you or the Company may choose to pursue a dispute in court and not by arbitration if (a) the dispute qualifies, it may be initiated in small claims court; or (b) **YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT** (the "Opt-Out Deadline"). You may opt out of this Section by mailing written notification to the Company. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with the Company through arbitration. Your decision to opt-out of this Section will have no adverse effect on your relationship with the Company. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or in small claims court.** In addition, this arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

Last updated: September 9, 2024