

End User License Agreement

By using the software ("Software"), you agree to the terms of this End User License Agreement ("EULA") between you and LiveView Technologies, Inc. ("LVT" or "we"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE AND YOU MAY CHOOSE TO PROMPTLY RETURN ANY EQUIPMENT BY CONTACTING LVT AT THE ADDRESS BELOW. Your use of (a) the website located at Liveviewtech.com and any sub-domains (each, a "Site"), (b) services through the Site (and any updates thereto) ("Site Services"), and (c) certain software that may be downloaded to your mobile device (and any updates thereto) ("Mobile Software") is governed by Master SaaS and Service Level Agreement (excluding the Software) is governed by the LVT limited warranty, the terms of which are provided with the Equipment.

This EULA governs your access and use of the Software. This EULA gives you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this EULA will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of this EULA may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SOFTWARE AND TO ENTER INTO THIS EULA. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE SOFTWARE.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATES OF THE SOFTWARE. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SOFTWARE.

AS DESCRIBED BELOW, SECTION 9 DESCRIBES IMPORTANT LIMITATIONS OF THE SOFTWARE AND RELATED SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. License.

Subject to the terms of this EULA, LVT grants to you a limited and nonexclusive license (without the right to sublicense) to execute one (1) copy of the Software, in executable object code form only, solely on the Equipment that you own or control and solely for use in conjunction with the Equipment.

2. Restrictions.

Software Restrictions. You agree not to, and you will not permit others to:

- (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party;
- (b) copy or use the Software for any purpose other than as permitted in Section 1;
- (c) use any portion of the Software on any device or computer other than the Equipment that you own or control;
- (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; or
- (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact LVT and provide LVT an opportunity to create such changes as are needed for interoperability purposes).

You may not release the results of any performance or functional evaluation of any of the Software to any third party without prior written approval of LVT for each such release.

LVT Equipment Restrictions. You agree not to, and you will not permit others to, manipulate the LVT Equipment to violate any applicable laws.

3. Automatic Software Updates.

LVT may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software and related services ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to stop using the Software and Equipment. If you do not cease using the Software, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Equipment and the Software and you agree to promptly install any Updates LVT provides. Your continued use of the Software is your agreement to this EULA.

4. Ownership.

The Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of LVT and its licensors. LVT and its licensors reserve all rights in and to the Software not expressly granted to you in this EULA. The Software (and all copies thereof) is licensed to you, not sold, under this EULA. There are no implied licenses in this EULA. All suggestions or feedback provided by you to LVT with respect to the Software shall be LVT's property. LVT may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that LVT does not waive any rights to use similar or related ideas previously known to LVT, developed by its employees, or obtained from other sources.

5. Open Source.

Certain items of software included with the Software are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, LVT makes such Open Source Software, and LVT's modifications to that Open Source Software, available by written request to LVT at the email or mailing address listed below.

6. Artificial Intelligence.

- (a) No Warranty. The LVT System may incorporate, access, or be powered by machine learning, artificial intelligence, or other similar technologies (collectively, "AI Technology"). AI-generated outputs are provided "as is" and without warranty of any kind. Customer acknowledges and agrees that AI Technology may produce incorrect, incomplete, or misleading ("AI Errors"). To the fullest extent permitted by law LVT disclaims all liability for AI Errors, including but not limited to any direct, indirect, incidental, special, consequential, or punitive damages.
- (b) Third Party AI Services. Some components of the System incorporate AI Technology provided by third parties ("Third Party AI Providers"). Customer's use of such products and services is subject to the disclaimers in this Section and to any additional terms imposed by the applicable Third Party AI Providers. LVT does not control those providers and disclaims all liability for their performance, availability, security, data practices, and compliance with applicable laws.
- (c) Training and Improvement. LVT does not use customer data for model training purposes without Customer's explicit consent. To improve the functionality, accuracy, and performance of LVT's AI-powered System, LVT may use (and share with LVT's AI technology partners) anonymized, aggregated, and/or de identified data

derived from your use of the LVT products and services ("Training Data"). LVT will use all Training Data in accordance with LVT's Privacy Policy and Data Protection Addendum.

- (d) **Compliance with Laws.** Customer represents and warrants that Customer's use of any AI-Technology will comply with all applicable local, state, national, and international laws, rules, and regulations, including but not limited to laws governing privacy, intellectual property, data protection, and export control. Customer further agrees not to use AI Technology to generate or disseminate content that is unlawful, harmful, discriminatory, deceptive, defamatory, or otherwise objectionable or in violation of applicable laws or the rights of any third party.
- (e) **Indemnification.** To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless LVT and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or related to Customer's use of the AI Technology or reliance on AI-generated content from AI Technology.

7. Term and Termination.

This EULA and the license granted hereunder are effective on the date you first use the Software and any LVT Equipment and shall continue for as long as you use the Equipment, unless this EULA is terminated under this section. LVT may terminate this EULA at any time if you fail to comply with any term(s) hereof. You may terminate this EULA effective immediately upon written notice to LVT. Upon termination of this EULA, the license granted hereunder will terminate and you must stop all use of the Software, but the terms of Sections 2 through 17 (inclusive) will remain in effect, after any such termination.

8. Warranty Disclaimer.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LVT PROVIDES THE SOFTWARE "AS-IS" AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LVT DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SOFTWARE. LVT MAKES NO WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE.

YOU USE ALL INFORMATION (AS DEFINED BELOW), THE SOFTWARE, AND THE EQUIPMENT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND LVT DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS, RESULTING FROM YOUR USE OF THE INFORMATION, SOFTWARE, OR EQUIPMENT.

9. Limitation of Liability

Nothing in this EULA and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) LVT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SOFTWARE, EVEN IF LVT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) LVT'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO LVT OR LVT'S AUTHORIZED RESELLER FOR THE EQUIPMENT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. LVT DISCLAIMS ALL LIABILITY OF ANY KIND OF LVT'S LICENSORS AND SUPPLIERS.

10. Limitations of Software

You acknowledge that the Software is not certified for emergency response. YOU UNDERSTAND THAT THE SOFTWARE IS NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM -- LVT DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN EMERGENCY. In addition, the LVT Customer Care and Support contacts cannot be considered a lifesaving solution for people at risk on your property and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

Unless explicitly promising a "guarantee," LVT does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Software or any feature of them. Actual energy savings and monetary benefits vary with factors beyond LVT's control or knowledge. From time to time, LVT may use the Software to provide you with information that is unique to you and your energy usage and suggests an opportunity to save money on energy bills if you adopt suggestions or features of the Software. We do this to highlight an opportunity based on our analysis and information about you and your household. You acknowledge that these promotions are not a guarantee of actual savings, and you agree not to seek monetary or other remedies from LVT if your savings differ.

11. Confidentiality.

"Confidential Information" shall mean the Software and all other information disclosed to you that LVT characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this EULA, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of LVT. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify LVT in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA, and will cooperate with LVT in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify LVT prior to such disclosure to allow LVT an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with LVT in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

12. Export Compliance.

The Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Software and related technology, as may be required. You will indemnify and hold LVT harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section.

13. Governing Law; Venue.

The courts in some countries will not apply Utah law to some types of disputes. If you reside in one of those countries, then where Utah law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of Utah, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a federal or state court located in Utah County, Utah and each party

irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that LVT may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

14. Assignment.

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

15. Notices.

Any notice to you may be provided by email to the address that you registered with LVT.

16. Severability.

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

17. Waiver.

All waivers by LVT will be effective only if in writing. Any waiver or failure by LVT to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18. General.

The Software is deemed irrevocably accepted upon your use of the Software. LVT will have no responsibility to provide maintenance or support services with respect to the Software.

You acknowledge that the Software contains valuable trade secrets and proprietary information of LVT, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to LVT for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA.

Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand-signed by the parties.

Questions or Additional Information. If you have questions regarding this EULA, please contact LVT.