

## STANDARD END USER LICENSE AGREEMENT FOR AZENA APPLICATION STORE

This Standard End User License Agreement (“Standard EULA”) is a legal agreement between the licensor (“Licensor”) and system integrators, distributors and other end users (on behalf of an employer, as applicable) (“You” or “Customer”) for the software application (the “App”) created by the Licensor and offered through the Application Store.

BY DOWNLOADING, INSTALLING, OR USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AS WELL AS THE LICENSOR’S PRIVACY POLICY, WHICH IS PROVIDED SEPARATELY IN THE APPLICATION STORE BY LICENSOR. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, OR USE THE APP. YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF OR YOUR EMPLOYER, AS APPLICABLE, TO THE TERMS OF THIS EULA.

### 1. Definitions.

“**Application Store**” means the IoT marketplace for security camera systems under [www.azena.com](http://www.azena.com) where Customer can order specific Apps provided by different App Developers.

“**Device**” means any hardware device, virtual machine, dedicated software application or software module that executes applications in order to process video or images resulting from a single optical sensor, where such video or images can be obtained directly, via a network or from a storage facility.

“**Documentation**” means any user installation guides, data sheets, application notes and instruction manuals published and generally made available by Licensor to Customer that relate to the performance conditions and limitations, installation requirements, use limitations and maintenance of the App, including all updates, modifications and changes made thereto by Licensor from time to time.

“**End User of Customer**” means a user that is obtaining or purchasing access to the App through a system integrator or distributor and not directly from the Application Store.

### 2. License Grant.

Licensor hereby grants to Customer a non-exclusive, worldwide, non-sublicensable, revocable license to use the App and the Documentation in strict accordance with the terms and conditions of this EULA on a single Device. If Customer is a system integrator or distributor acting on behalf of an End User of Customer, such Customer may transfer such license to the applicable End User of Customer so long as the Customer transfers all access credentials and/or ownership of the App and Device and no longer uses the App or Device. Such End Users of Customer shall be contractually bound by the terms and conditions of this EULA by the Customer and such Customer shall only transfer the license rights to the App than are provided herein.

The license rights set forth in this Section 2 are the complete grant of rights to the App, and no further rights or licenses are granted by implication, estoppel, equity or otherwise.

### 3. Restrictions and Obligations.

- 3.1. Unless otherwise specified herein, use, access, display and execution of the App is restricted to one Device.
- 3.2. You shall not, nor shall you allow, permit, or assist any third party to, reverse engineer, decompile, disassemble, re-engineer, reverse assemble, reverse compile, or otherwise translate or create, or attempt to derive the source code of the App or its structural framework. You also will not modify, enhance, or create derivative works based upon the App in whole or in part or otherwise change the App without Licensor’s prior written consent in each such instance.

- 3.3. You shall not sublicense, rent, lease, permit time-sharing, disclose or otherwise make available or transfer any portion of the App to any other party for any reason except as expressly authorized in writing by Licensor or as allowed under this EULA.
- 3.4. Any breach of the foregoing is material breach and will result in immediate and automatic termination of this Agreement.
- 3.5. If Licensor elects to make any update, upgrade or new version of the App (“**Updates**”) available to you, such Updates shall be deemed to be licensed under this Agreement. Licensor shall have no obligation to provide support or Updates of any kind.
- 3.6. You are responsible for the performance of any and all required tests or analysis necessary or appropriate for the determination of the suitability of the App. You shall not use the App in any manner that is inconsistent with the applicable Documentation.
- 3.7. You shall not remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the App.

#### **4. Term and Termination.**

- 4.1. This EULA is effective upon your installation, access, or use of the App (whichever is earlier) (the “**Effective Date**”) and will continue until terminated in accordance with this EULA.
- 4.2. You may terminate this EULA at any time by permanently removing and rendering inaccessible all installations and copies of the App and the Documentation from your device, and discontinuing all use of the App and Documentation.
- 4.3. This EULA will terminate automatically and immediately in the event you fail to comply with any term or condition of this EULA, and such termination shall be in addition to and not in lieu of any criminal, civil, or other remedies available to Licensor.
- 4.4. Licensor may terminate this Agreement, in-whole or in-part, at any time with thirty (30) days written notice.
- 4.5. The provisions of Sections 3 (Restrictions and Obligations), 4.5 (Survival), 5 (Limited Warranty and Disclaimer), 6 (Limitation of Liability), 7 (Indemnification), 8 (Intellectual Property), 12 (Miscellaneous), and such other terms which by their nature are intended to survive termination or expiration of the Agreement, shall survive any termination or expiration of this Agreement.

**5. Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS EULA, THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND LICENSOR MAKES NO WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE APP, OR ANY MATTER WHATSOEVER. LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.**

**6. Limitation of Liability. LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR ANY OTHER CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES), ARISING OUT OF ANY USE OF THE APP OR ANY PERFORMANCE OF THESE TERMS (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICE(S), OR SECURITY BREACHES RELATED TO THE APP. LICENSOR DOES NOT WARRANT THAT THE APP WILL MEET CUSTOMER’S NEEDS, OPERATE UNINTERRUPTED OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR’S CUMULATIVE LIABILITY TO YOU OR TO ANY THIRD PARTY UNDER THIS EULA FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS EULA, THE APP, OR THE DOCUMENTATION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED**

## **THE GREATER OF (I) ONE HUNDRED U.S. DOLLARS (\$100.00).**

**7. Indemnification.** You agree to defend, indemnify, and hold harmless Licensor from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person or entity, arising out of or relating to your use of the App or Documentation; (b) your breach of any term of this EULA; or (c) your willful misconduct or negligent acts or omissions.

**8. Intellectual Property.** You acknowledge and agree that all rights, title and interest in and to any copyrights, patents, trademarks, trade dress, trade secrets and/or any other intellectual property rights related to the App and Documentation and all copies and portions thereof, including any modifications, revisions, enhancements, or derivative works thereto, shall remain in Licensor, and you are only granted the limited right of use as set forth in this EULA. All rights not expressly granted in this EULA are reserved to Licensor.

## **9. Third Party Software and Open Source Software**

9.1. The App may be accompanied by or include software made available by one or more third parties ("**Third Party Software**"). Each portion of Third Party Software is subject to its own separate software license terms and conditions ("**Third Party Licenses**"). The Third Party Licenses for Third Party Software delivered with the App may be set forth or identified (by URL or otherwise) in (i) Appendix A to this EULA, (ii) the applicable software header or footer text, (iii) a text file located in the directory of the applicable Third Party Software component, (iv) in the Documentation, (v) in connection with any Updates, and/or (vi) such other location customarily used for licensing terms. The use of each portion of Third Party Software is subject to the Third Party Licenses, and you agree that your use of any Third Party Software is bound by the applicable Third Party License. You agree to review and comply with all applicable Third Party Licenses prior to any use or distribution of any Third Party Software. Third Party Software is provided on an "AS IS" basis without any representation, warranty or liability of any kind. Licensor shall have no liability or responsibility for the operation or performance of the Third Party Software and shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of the Third Party Software.

9.2. The App may include open source software and third party software under royalty free licenses ("**FOSS**"). The FOSS in the App is subject to FOSS license agreements ("**FOSS-Licenses**"). Pursuant to these FOSS-Licenses, Licensor has to pass on to you their terms and conditions and you have to comply with these terms and conditions and fulfill respective obligations when using the FOSS in another way than merely installing and running it internally on your machines, e.g. through further disposal of the product, as by distribution, selling, or otherwise passing it on to a third party. The rights under the FOSS-Licenses are being granted to you, and in the event of you transferring the App to an End User, the terms and conditions of the respective FOSS-Licenses apply to the distribution of any included FOSS (in some cases, the FOSS-License provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS-Licenses, Licensor itself can neither grant nor obtain these rights for you. The applicable FOSS-Licenses are available on the internet address of the provider of the FOSS or will be made available by Licensor upon your request. You have to, either expressly, or implied by amendment or adaptation of the FOSS, accept and take responsibility for Your compliance with the applicable FOSS-Licenses. Further, you have to agree that updates or new versions of the App may contain different or additional FOSS or changes in the FOSS-Licenses. If any terms or restrictions of this EULA conflict with the license conditions of FOSS included in the App, the terms and conditions of these FOSS-Licenses shall prevail.

**10. Export Laws.** You acknowledge that the export laws and regulations of the United States and any other applicable national export laws and regulations apply to the App, the Documentation, and other technical data provided to you under this EULA. You agree that such export control laws govern your use of the App provided to you in connection with your license, and you agree to comply with all such export laws and regulations (including, without limitation, "deemed export" and "deemed re-export" regulations). You agree and certify that you will not export outside the country in which this license to use the App is initially sold or delivered, directly or indirectly, the App or any data, information, or materials resulting from

services provided to you in connection with your license of the App (or any direct product thereof) in violation of such laws or regulations, and you will not use the App or such other data, information, or materials for any purpose prohibited by such laws or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation or development of missile technology. Licensor will have no liability to you under this EULA as a result of the refusal of the United States or any other foreign governmental agencies to issue any such necessary approvals or consents for the export of the App or other technical data provided to you under this EULA.

**11. Compliance with Law.** You shall comply with all laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the App, and the performance of your obligations hereunder, existing in any applicable jurisdiction.

## **12. Miscellaneous.**

- 12.1. **Notices.** Any notice required or permitted under this EULA will be in writing and will be deemed to have been given 48 hours after it has been delivered to a recognized overnight courier or delivery service which provides international service, fees prepaid, addressed to the party for whom it is intended at the address for such party as last provided to the other.
- 12.2. **Governing Law and Dispute Resolution.** This EULA will be construed and governed in accordance with the laws of the State of Michigan, without regard to its rules of conflict or choice of law provisions that would require the application of the laws of any other jurisdiction; the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply. Any and all disputes, claims, or controversies arising out of or relating to this EULA and/or the App, including Customer's use thereof, shall be resolved exclusively in the State of Michigan Circuit Court for the County of Oakland or the United States District Court for the Eastern District of Michigan, both of which You consent to jurisdiction and venue.
- 12.3. **Human Rights.** This license does not cover use of the App for the purpose, or in connection with a violation of the principles of the UN Global Compact Initiative relating basically to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption. Any such use is prohibited and is a material breach of this agreement causing the whole license for the App to lapse immediately without notice rendering any further use of the App unlawful. Further information on the UN Global Compact Initiative is available at: <https://www.unglobalcompact.org/what-is-gc/mission/principles>.
- 12.4. **Severability.** Should any term of this EULA be declared void or unenforceable by any court of competent jurisdiction, such declaration will have no effect on the remaining terms hereof.
- 12.5. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 12.6. **Entire Agreement and Amendment.** This EULA represents the entire agreement between Licensor and you concerning the App and Documentation, and any and all other prior agreements, representations, statements, negotiations, and undertakings with respect to such subject matter are terminated and superseded hereby. No amendment, modification, or waiver of this EULA or any provision hereof will be effective unless it is in writing and signed by a duly authorized representative of Licensor.
- 12.7. **Records and Audit.** Licensor reserves the right to examine whether the use of the App is within the scope of the license rights granted herein. Licensor authorizes Azena, the party responsible for the Application Store, to examine usage of the App by Customer on its behalf. If requested by Licensor, within ten business days of such request, you shall either (i) certify in

writing that you are fully compliant with this Agreement or (ii) deliver a notice in writing stating all of the reasons why you are not fully compliant. In addition, upon 10 days' written notice, Licensor or Azena, at Licensor's expense, may enter upon your premises during your regular business hours to audit your use of the App. You agree to cooperate with the audit and provide reasonable assistance and access to information. You agree that no personal data should be transmitted to the party performing the audit. You agree to pay within 30 days of written notification an amount equal to the sum of all costs and expenses incurred by Licensor in conducting such audit. If you fail to pay such amount, Licensor may terminate your license to the App. You will be responsible for any of your costs incurred in cooperating with any such audit.

- 12.8. **Force Majeure.** Neither party will be responsible or liable for failure to fulfill its obligations under this EULA (except for payment of any purchase price or other fees) due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war invasion, terrorism, insurrection, riot, mob violence, sabotage, pandemic, epidemic, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law or order of government, civil or military authorities; provided that the party failing to perform in such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.
- 12.9. **Headings.** The headings and captions of the sections and paragraphs of this EULA are for convenience of reference only and are not to be used to modify or interpret this EULA.
- 12.10. **English Language.** The controlling language of this EULA is English. If you have received a translation of this EULA into another language, it has been provided for your convenience only.