



END USER LICENSE AGREEMENT

This Agreement is a legal agreement between you and Standard Euler, Inc., (“Flair”) for the Flair software (the “Licensed Software”) that is provided in the form of pre-installed, embedded software on the Flair Products, including but not limited to Flair Smart Vents, Flair Puck, Flair Puck Pro, etc. or other Flair device (the “Device”), all updates thereto provided by Flair (unless provided under different terms at the time of download or update), and the Flair software application downloaded and installed on your mobile device (the “Application”), or used in a web browser on any platform. If you do not agree to the terms of this Agreement you may return the Device (in its original, unused condition) according to the respective return policy provided by your place of purchase for a refund in accordance with our returns policy as set forth in Section 3 of the Limited Warranty Statement below. In such case, you will also cease using, and destroy any Application (defined below) in your possession related to such Device. By using the Device, clicking “I Agree” on our Application or website, creating a user account, downloading or using the Application, you agree to be bound by the terms of this Agreement.

Subject to the terms and conditions of this Agreement, Flair grants to you a nontransferable, nonexclusive, royalty-free, fully paid, revocable, worldwide (subject to any legal restrictions on export or use) license (without the right to sublicense) to download and run the Licensed Software on a single compatible Device that you own or control in accordance with the applicable Licensed Software and Device documentation and instructions, solely for your own personal non-commercial purposes in order to operate the Device. Such documentation and instructions shall be considered part of the Licensed Software.

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall use the Licensed Software solely as licensed above, and shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Licensed Software or make the Licensed Software available to any third party; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Device or Licensed Software (except as affirmatively required under applicable law); (c) you shall not use or access the Licensed Software for benchmarking or competitive analysis, or in order to build a similar or competitive product or service; (d) except as expressly stated herein, no part of the Licensed Software may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; (e) any future release, update, or other addition to functionality of the Licensed Software shall be subject to the terms of this Agreement, unless Flair expressly states otherwise; and (f) all use shall be in

compliance with applicable local law, including without limitation all building codes and regulations.

Usage of the Application, Device and Service

In order to operate your Device, you must have a compatible mobile device on which to download or use the Application. After “downloading” (including accessing software via web browsers) the Application, you must create an account with Flair in order to operate your Device (the “Account”) and to access our Application and services (the “Service”). The use of the Service and Application is governed by Flair’s Terms of Service. You must keep your Account information accurate and up to date at all times. You agree to abide by, and use the Device, Licensed Software, Application and Account in accordance with the documentation provided to you in connection with the Device, Licensed Software, Application 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 Device, Licensed Software, Application and Account, and you must take reasonable steps to protect your Account information and access to your Application. All use of the Device, Licensed Software, Application and Service through your Account (by you or others) is your responsibility.

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

PLEASE READ THE INSTRUCTIONS: Your license to the Licensed Software is subject to your compliance with the instructions provided by Flair at the time of purchase and on its website at <https://support.flair.co/>.

You assume all risk associated with the suitability, installation and performance of the Flair Products and other third party components, hardware, software and services that you select.

All right, title, and interest, including all intellectual property rights, in and to the Licensed Software shall be owned and retained by Flair or its suppliers. Any rights not expressly granted by Flair in the Agreement are reserved. All Licensed Software is licensed and not sold, and any reference to “sale” or “purchase” shall mean the purchase of a license to the Licensed Software as set forth herein. The Licensed Software may contain or be distributed with open source software which may be covered by a different license. You agree that all open source software shall be and shall remain subject to the terms and conditions under which it is provided, and you shall be responsible for compliance with such terms.

We value your privacy. All information provided to Flair in connection with your use of the Licensed Software is covered by our Privacy Policy, available at <https://flair.co/legal>. Please

review this policy prior to using the Licensed Software, as by entering into this Agreement and using the Licensed Software you are agreeing to the terms of our Privacy Policy. The Licensed Software may automatically transmit personal, usage and status data to Flair's servers to enable its functionality.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE LICENSED SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS. FLAIR PROVIDES LIMITED WARRANTIES AND REMEDIES SOLELY AS SET FORTH IN ITS LIMITED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FLAIR AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. FLAIR DOES NOT WARRANT THAT USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LICENSED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, THEN TO THE MAXIMUM EXTENT ALLOWED BY LAW, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF DOWNLOAD OR PURCHASE, WHICHEVER IS EARLIER. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

LIMITATION OF REMEDIES AND DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER FLAIR NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOSS OF REVENUES AND LOSS OF PROFITS. THE FOREGOING SHALL APPLY EVEN IF FLAIR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FLAIR'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSED SOFTWARE THAT CAUSED SUCH DAMAGE. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. CERTAIN

STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

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 Device and Licensed Software are not certified for emergency response, and should not be used for this purpose. Flair does not monitor emergency notifications, and is not responsible for dispatching emergency services to your home.

TERM AND 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 Flair pursuant to this section. Flair 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 Flair 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.

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the Licensed Software, Device, 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.

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

You agree that Flair 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. We will notify you when we make material revisions or modifications to this Agreement by (x) posting a notice or new version of this Agreement on our website or Application, or (y) providing direct notice in a communication

to your customer account (if you have one), or otherwise in some manner through the website, Service or Application that we deem reasonably likely to reach you (which may be by posting to our website or on our blog). The modifications will be effective upon posting (unless otherwise indicated at the time of posting). By continuing to access the Licensed Software or Services after revisions 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.

“Confidential Information” shall mean the Licensed Software and all other information disclosed to you that Flair characterizes as confidential at the time of its disclosure either in writing or orally, or that reasonably should be considered confidential given the nature or circumstances of disclosure, 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 five (5) years after termination of this Agreement, provided, however, that any source code you receive or have access to 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 Flair. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify Flair in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with Flair 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 Flair prior to such disclosure to allow Flair an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with Flair 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.

US GOVERNMENT USERS. The Licensed Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Licensed Software is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

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 and the United States without regard to the conflict of laws provisions therein that would require application of the laws of another jurisdiction. All waivers by Flair will be effective only if in writing. Any waiver or failure by Flair to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. 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 San Francisco County and each party hereby submits to the personal jurisdiction of such courts, except that Flair 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 Flair. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que laprésente convention soit rédigée en langue anglaise seulement. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement will govern.

If you are a resident of the United States, then this Arbitration section applies to you. This section includes a mandatory arbitration provision for certain claims. The claims to which this section applies are described below. This section limits your and our rights. Specifically, you understand that you and Flair are waiving the right to sue in court and have a jury trial for certain claims.

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 Device (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 Device. The arbitration shall be conducted before a single arbitration under the American Arbitration Association's (AAA's) Commercial Arbitration Rules and conducted in San Francisco, CA, USA (or in the federal court district in which you reside at the time of making a claim, if mutually agreed by you and Flair in writing in the interest of fairness). You and Flair also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The AAA rules are available at <http://www.adr.org> or by calling 1-800-778-7879. You and Flair are each responsible for their

respective costs relating to counsel, experts, and witnesses, and any other costs relating to the arbitration. In the event that you file for arbitration, Flair may, at its discretion, pay for the arbitration administrative or filing fees in excess of \$250 U.S. dollars, including the arbitrator and/or other AAA case management fees, for any dispute of \$75,000 U.S. Dollars or less, unless the claim is determined by the arbitrator to be frivolous. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

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 Flair 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 Flair 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 Flair's or any of its licensor's intellectual property rights, or may cause continuing or irreparable harm to Flair (including, but not limited to, any breach that may impact Flair 's or its licensor's intellectual property rights, or a breach by reverse engineering), Flair may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction.

Notwithstanding the above, you or Flair 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 Flair at support@flair.co. 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 Flair through arbitration. Your decision to opt-out of this Section will have no adverse effect on your relationship with Flair. 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. The Federal Arbitration Act, 9 U.S.C. 1, et seq. (the "FAA") governs the interpretation and enforcement of this agreement to arbitrate. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

QUESTIONS OR ADDITIONAL INFORMATION. If you have questions regarding this Agreement, or wish to obtain additional information, please send an e-mail to support@flair.co.

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