

Alert Labs, Inc. (“**Alert Labs**”) provides: (1) a user account website that may be accessed at www.alertlabs.com (the “**Site**”), (2) services accessible through the Site (“**Web Apps**”), (3) software that may be downloaded to your smartphone or tablet to access services (“**Mobile Apps**”), and software embedded on the Products (and any updates thereto) (“**Product Software**”) all for use in conjunction with Alert Labs’ hardware products (“**Products**”). The term “**Services**” means the Site, Web Apps and Mobile Apps.

These Terms governs your access to and use of the Services, the Products and the Product Software. Please read these Terms carefully. The term “you,” as used in these Terms, means any person or entity who accesses or uses the Services or Products and any person or entity who creates an Account (as defined in Section 2) and accepts these Terms.

These terms constitute a legal agreement. By acknowledging the agreement or by accessing and using the Services (including the Sites) and the Product, you are accepting and agreeing to these terms 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 these terms 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 services and product software and to enter into this Agreement.

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT (AS DESCRIBED BELOW) AND CEASE ACCESSING OR USING THE SERVICES AND PRODUCT SOFTWARE.

THESE TERMS DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

A. THE SERVICES

1. General.

Overview. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules and the Privacy Statement (“**Privacy Statement**”), are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

Eligibility. You may use the Services only if you can form a binding contract with Alert Labs and only if you are in compliance with these Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations.

2. Your Account.

To use the Services, you must register for a user account (“**Account**”) and provide certain information about yourself as prompted by the applicable registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to immediately notify Alert Labs of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security.

3. Access to Services.

Access and Use. Subject to these Terms, Alert Labs grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by (i) using the Web Apps to

monitor or otherwise access a service explicitly provided by Alert Labs for your use (the “**Permitted Purpose**”), and (ii) installing and using the Mobile Apps solely on your own handheld mobile device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose.

Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive service; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Products, the Product Software, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by Alert Labs; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

Security. While Alert Labs makes all reasonable efforts to follow, or implement, security best practices, Alert Labs cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes.

Modification. Alert Labs reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice, provided that Alert Labs shall use commercially reasonable efforts to provide notice as soon as possible. You agree that Alert Labs will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

4. Agreed Usage and Limitations of the Services.

Intended Use of Services. The Services may be subject to sporadic interruptions and failures for a variety of reasons beyond Alert Labs’ control, including data connection intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that Alert Labs is not responsible for any damages allegedly caused by the failure or delay of the Services.

Reliability of Notifications. You acknowledge that the Services, including remote access and mobile notifications, are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications for every possible future problematic situation. **YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR ALERT LABS PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.** You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

Temporary Suspension. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. For the systems within Alert Labs’ direct control, Alert Labs targets an uptime of 99%.

Equipment, ISP, and Carrier. You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring and other related equipment, (ii) your Internet service

provider (“**ISP**”), and (iii) your mobile device carrier (“**Carrier**”). You acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.

5. Indemnity.

You agree to defend, indemnify and hold Alert Labs and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys’ fees) made by any third party due to or arising out of (i) your use of the Products or Services, (ii) your violation of these Terms, or (iii) your violation of any law or the rights of any third party. Alert Labs reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Alert Labs and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Alert Labs’ prior written consent. Alert Labs will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. Fees and Payment.

Certain Services may be provided for a fee. You shall promptly pay all applicable fees in connection with the Services selected by you.

7. Services Disclaimer.

THE SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, “AS IS” AND “AS AVAILABLE” AND ALERT LABS AND OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

ALERT LABS AND OUR LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALERT LABS OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

B. THE PRODUCT SOFTWARE

You are consenting to automatic software update of the Product Software. If you do not agree, you should not use the Product Software.

8. License.

Subject to these Terms, Alert Labs grants to you a limited and nonexclusive license (without the right to sublicense) to execute one (1) copy of the Product Software, in executable object code form only, solely on the Products that you own or control and solely for use in conjunction with the Products for your personal, non-commercial purposes.

9. Intellectual Property.

The Product Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Alert Labs and its licensors. Alert Labs and its licensors reserve all rights in and to the Product Software not expressly granted to you under these Terms. The Product

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10. Open Source.

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11. Automatic Software Updates.

Alert Labs may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Product Software and related services (“**Updates**”). These may be automatically installed without providing any additional notice or receiving any additional consent. You hereby consent to these automatic Updates. If you do not want such Updates, you must cease using the Products. If you do not cease using the Products, you will receive Updates automatically.

12. Product Software Disclaimer.

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YOU USE ALL PRODUCT INFORMATION, THE PRODUCT SOFTWARE, AND THE PRODUCTS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND ALERT LABS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR HVAC SYSTEM, PLUMBING, WIRING, HOME, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE PRODUCTS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, PRODUCT SOFTWARE, OR PRODUCTS.

C. THE PRODUCTS

13. Limited Product Warranty.

Alert Labs warrants to the original user that your Product shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of activation, except that if you reside in the European Economic Area (the “EEA”) and you acquired your Product in the EEA, the warranty period is two (2) years from the date of activation (the “Warranty Period”). This limited Product warranty does not cover Product Software or the Services. This limited Product warranty applies only to the original user of the Product that was acquired from an authorized reseller or sales channel and manufactured by or for Alert Labs. No Alert Labs reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to this limited Product warranty.

If such a defect arises and a return authorization request is received by Alert Labs within the applicable Warranty Period, Alert Labs will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a new or refurbished Product. In the event of such a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This limited Product warranty is valid only in the jurisdictions where the Products are sold by Alert Labs itself or through its authorized reseller or agent and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be required by applicable law.

14. Limitations – Products.

IN NO EVENT WILL ALERT LABS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS, AND ALERT LABS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS BY THE ORIGINAL PURCHASER.

15. Products Disclaimer.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALERT LABS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET OUT IN SECTION 13, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALERT LABS ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE MINIMUM DURATION POSSIBLE UNDER THE APPLICABLE LAW.

D. GENERAL

16. Limitations – Safety and Savings.

You acknowledge and agree that the Products and Services, whether standing alone or when interfaced with third-party products or services are not certified for emergency response. Alert Labs makes no warranty or representation that use of the Products or Services will affect or increase any level of safety. YOU UNDERSTAND THAT THE PRODUCTS AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – ALERT LABS WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY. The Services are no substitute for emergency services and all life threatening and emergency events should be directed to the appropriate response services.

Alert Labs does not guarantee or promise any specific level of energy or utilities savings or other monetary benefit from the use of the Products, Services or Product Software or any feature of them. Actual energy or utilities savings and monetary benefits vary with factors beyond Alert Labs' control or knowledge. From time to time, Alert Labs may use the Product Software to provide you with information that is unique to you and your energy or utilities usage and suggests an opportunity to save money on bills if you adopt suggestions or features of the Products, Services or Product 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 Alert Labs if your savings differ.

17. Intellectual Property and Ownership.

You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Products, Product Software, and Services (i.e., the Sites, Web Apps, and Mobile Apps) are owned by Alert Labs or its affiliates or our licensors. Your possession, access, and use of the Products, Product Software, and Services does not transfer any rights, title, or interest in or to such intellectual property rights to you or any third party. Alert Labs and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Services are licensed to you, not sold, under these Terms.

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18. Limitation of Liability.

Nothing in these Terms 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 DISCLAIMERS, IN NO EVENT WILL (A) ALERT LABS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES, THE PRODUCT SOFTWARE OR THE PRODUCTS, EVEN IF ALERT LABS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ALERT LABS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO ALERT LABS OR ALERT LABS' AUTHORIZED RESELLER FOR THE SERVICES OR THE PRODUCTS 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. ALERT LABS DISCLAIMS ALL LIABILITY OF ANY KIND OF ALERT LABS' LICENSORS AND SUPPLIERS.

19. Data Sharing.

The following are the limited situations where we may share personal information:

With your consent: We may share personal information when we have your consent. One example of this would be if you sign up for programs offered by our partners (e.g., energy or insurance companies). If you do this, we may share certain information with our partner. This could include things like your enrollment information, the activation status of your device, and data, alerts, and/or notifications generated by the device.

For external processing: We may have vendors, service providers, and technicians who help with some of our processing and storage. They may also assist with monitoring our servers for technical problems. These technicians (as well as Alert Labs employees) may be able to access

certain information about you or your account in line with this work but will not be allowed to use this data for non-Alert Labs purposes.

As part of business transitions: Upon the sale or transfer of the company and/or all or part of its assets, your personal information may be among the items sold or transferred. We will request a purchaser to treat our data under the privacy statement in place at the time of its collection.

For legal reasons: We may provide information to a third party if we believe in good faith that we are required to do so for legal reasons. For example, to respond to legal process, or comply with state and federal laws.

We will own and may share non-personal customer information (for example, aggregated or anonymized customer data) publicly and with our partners. For example, we may publish trends about water use or frequency of floods in the home. This information may also be shared with other users to help them better understand their water usage compared to others or raise awareness about safety issues. We may also share non-personal information with our partners, for example, if they are interested in providing demand-response services or other incentive programs.

20. Term and Termination.

These Terms and the licenses granted hereunder are effective on the date you first use the Services or the Products and shall continue for as long as you own the Products or until terminated in accordance with the provisions of these Terms. At any time, Alert Labs may (i) suspend or terminate your rights to access or use the Services, or (ii) terminate these Terms with respect to you if Alert Labs in good faith believes that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account.

Upon termination of these Terms, your Account and your right to use the Services and the licenses granted hereunder will terminate and you must stop all use of the Products but the terms of sections 1 to 8 and sections 10 to 26 (inclusive) will remain in effect, after any such termination.

21. Governing Law and Jurisdiction.

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province. You irrevocably and unconditionally submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement.

22. Assignment.

These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without Alert Labs' prior written consent. These Terms may be assigned by Alert Labs without restriction. These Terms are binding upon any permitted assignee.

23. Notifications.

Alert Labs may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on the Site.

24. Entire Agreement/Severability.

These Terms constitute the entire agreement between you and Alert Labs regarding the use of the Products and Services. Any failure by Alert Labs to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.

25. Copyright/Trademark Information.

All trademarks, logos, and service marks (“**Marks**”) displayed on the Products or Services are the property of Alert Labs or of their respective holders. You are not permitted to use any of the Marks without the applicable prior written consent of Alert Labs or such respective holders. Alert Labs reserves the right to alter Products and Services offerings, specifications, and pricing at any time without notice, and is not responsible for typographical or graphical errors that may appear in this or in related documents.

26. General.

The Products and Product Software are deemed irrevocably accepted upon your use of the Products or the Product Software. Alert Labs will have no responsibility to provide maintenance or support services with respect to the Product or the Product Software. You acknowledge that the Products and the Product Software contain valuable trade secrets and proprietary information of Alert Labs, that any actual or threatened breach of this Agreement may constitute immediate, irreparable harm to Alert Labs for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

Alert Labs reserves the right to make changes to these Terms. Modifications to these Terms will be posted at www.alertlabs.com/legal. You should ensure that you have read and agree with our most recent Terms when you use the Products and Services. Continued use of the Products and/or Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms.

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