State of Minnesota Rev. 1399E80

END USER LICENSE AGREEMENT

This End-User License Agreement (the "EULA") is a **legal agreement** between You (the "Licensee"), an individual, and Smart Door Controls, LLC (the "Company"), the author of Smart Door Controls (the "Software"), which may include associated media, printed materials, and "online" or electronic documentation and hardware.

By using the Software and Hardware, Licensee agrees to be **bound by the terms and conditions set forth in this EULA**. If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee may not download, install, or use Software.

Use of Text Messaging

Would you like to receive alert texts from Smart Door Controls, LLC? We will not send you messages without your consent. Agreeing with this end user license agreement means you agree to receive Alert text messages from your site only if you configure your site to send you text message alerts. You may reply STOP at any time to cancel you can turn of text messaging for your site through your system settings. We do not share your number or use it for any purpose. The system itself will only use it if you configure it to do so.

You may request a copy of our privacy policy and terms at any time.

1. Definitions

a) "Company" shall refer to the licensor, Smart Door Controls, LLC, located at 19761 Oak Grove Ave, Prior Lake, MN 55372.

b) "Licensee" shall mean You, the individual or entity that uses the Software and associated hardware.

c) "Software" shall mean use of the Smart Door Controls software on the website, and hardware that is purchased, the deliverables provided pursuant to this EULA.

d) "Hardware" shall mean use of the hardware provided in the initial purchase of equipment including the IoT device, Relay, temperature controllers or any other hardware provided to the Licensee by the company or any of its licensed distributors.

e) "Software Subscription" shall mean Licensee's right to use the applicable Smart Door Controls software, subject to the license terms on an annual basis.

3. Grant of License

f) **Software Product License.** Subject to the terms of this EULA, Company hereby grants to Licensee a royalty-free, non-exclusive license to possess and to use a copy of the Software. Software is being distributed by Smart Door Controls, LLC. Licensee is not allowed to make a charge for distributing this Software, either for profit or merely to recover media and distribution costs. Use of the software is free for the first year, and will

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h) **Installation and Use.** Licensee may install and use any Hardware it purchases.

i) **Reproduction and Distribution.** Licensee may not reproduce and distribute any hardware or software.

3. Software Subscription

a) License Grants. Subject to the terms and conditions of this Agreement, Company hereby grants Licensee non-exclusive rights to the use of the software on the Web site and hardware for a period of one year for free. After which, a subscription fee shall be paid to the company on a yearly basis.
b) Subscription Fees. Annual fees shall be determined on a an annual basis by the company, and may increase if deemed needed to ensure continued support of the Software.
c) Subscription Term. A subscription shall last no more than 1 year and shall be paid initially on an annual basis.

4. Description of Rights and Limitations

a) **Limitations.** Licensee may not reverse engineer, decompile, or disassemble Software, or Hardware except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.
b) **Update and Maintenance.** Company shall provide updates and maintenance on an as needed basis to Software running on the IoT device and to the Web Application.
c) **Software/Hardware Transfer.** Licensee may permanently transfer all rights under the EULA, provided recipient agrees to the terms of this EULA.

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6. Non-Support. Company has no obligation to Software support, or to continue providing or updating any of the Software.

7. Support. Company will provide Phone Support during normal business hours.

8. Terms of Agreement. This EULA is effective until:

a) Automatically terminated if Licensee fails to comply with any of the terms and conditions set forth in this EULA; or
b) Terminated by Company.

Company may term terminate this EULA immediately upon written notice, including e-mail, to Licensee, with or without cause.

9. Integration. Both parties agree that this EULA is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this EULA.

10. Jurisdiction. This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Minnesota, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this EULA shall be brought exclusively in courts located in Minneapolis, MN, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall

supersede any other jurisdiction of either party's election.

11. Non-Transferable. This EULA is not assignable or transferable by Licensee without the prior written consent of Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set forth herein (or such other address as a party may designate by ten (10) days notice):

19761 Oak Grove Ave
Prior Lake, MN 55372
Phone number: (612) 460-5476

12. Severability. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

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