

Privacy Statement and End User License Agreement

SPARTAN SCIENTIFIC WI-FI CONNECTED PRODUCT PRIVACY STATEMENT AND END-USER LICENSE AGREEMENT

Last updated April 17, 2017

Welcome! Below you will find Spartan Scientific's Wi-Fi Connected Privacy Statement and End-User License Agreement; these are legal agreements between you and Spartan Scientific, Inc. and its subsidiaries ("Spartan Scientific") for the use of certain Spartan Scientific services, systems, and software.

The highlights:

The Privacy Statement describes, among other things:

- Information we collect:
 - Information you provide; e.g., name, email, address, zip code
 - Information about how you use the system and/or services; e.g., how and when you use the systems or services, frequency of use, etc.
 - Data that relates to the systems and/or services; e.g., indoor/outdoor temperatures, schedules, timing of events and alerts, audio or video clips, settings, etc.
 - Other types of information, as set forth below in the Statement
- How we use the information:
 - To provide the service and operate the system
 - To improve our products and services
 - To offer you products and services we think you'll be interested in; we do not share your contact information with third parties for their marketing purposes without your express consent
 - In other ways as further described below in the Statement
- The End User License Agreement includes:
 - A license to software that governs the use of the software by you
 - The terms of service

- Strict limits on our financial and other liability related to any losses you may incur arising out of your use of the system and services, including, but not limited to, losses that may result from utilizing third party applications, software, or other
- **SPARTAN SCIENTIFIC WI-FI CONNECTED PRIVACY STATEMENT**
- This Privacy Statement covers the use of certain Spartan Scientific products and services delivered to you via apps or web pages, including Spartan Scientific software for use on Spartan Scientific products and communications networks, Spartan Scientific software allowing web-based interface and underlying functionality and access to Spartan Scientific services, Spartan Scientific web and mobile device applications software, Spartan Scientific websites, and any Spartan Scientific networks related to any of the foregoing (collectively, the “Spartan Scientific Services” or “Services”) and the licensure of software products identified above, which includes computer and application software and may include associated media, printed materials, and "online" or electronic documentation, and any future versions, releases, updates, patches, error fixes and bug fixes of the above software ("Spartan Scientific Software"). For convenience, we refer to the combination of products, software, websites, apps, and services we provide to you as the “System.”
- You understand that through your use of the System you consent to the collection and use of certain information as described in this Privacy Statement, including the transfer of this information to the United States and/or other countries for storage, processing and use by Spartan Scientific. Although the laws that protect personal information in those countries may differ from the laws where you live, we will take reasonable steps to ensure that your privacy is protected. By using our websites and giving your information to us, you consent to the transfer of the data outside of your country of residence. This Privacy Statement is subject to change and we will notify you in the event of a material change by posting such change prominently on the System; your continued use of the System after such changes will indicate your consent to the revised Statement.
- Spartan Scientific collects information relating to you and your use of the System in order to provide services and features that are easy to use and responsive to your needs. We use the term “Consumer Information” to refer to any personally identifiable or anonymous information relating to you or your use of the System. We use Consumer Information for a wide variety of purposes, as described below:
 - Unless otherwise stated in this Privacy Statement, we do not share your Contact Information with anyone without your express consent.
 - “Contact Information” means information that allows someone to identify or contact you or any user authorized by you to contact or interface with the System (e.g., your name, address, telephone number, email address). We may use your Contact Information to market Spartan Scientific and third-party products and services to you via various methods.
 - You can stop the delivery of future promotional emails from us by following the specific instructions in advertising emails you may receive. These choices do not apply to the receipt of mandatory service communications that are considered part of the Services.

- “Service Information” means information necessary or useful to us in providing the System to you. Examples of Service Information includes, but is not limited to, your profile (e.g., zip or postal code), system configuration, (e.g., devices monitored by the System, schedule, mode, automation, security, and system settings), devices you use and how/when you use them (e.g., types, model numbers, software version numbers, OS types) which will enable us to provide you with information regarding upgrades, error fixes, and software updates, and the level of Service. This information is used by us for the operation of the System, to provide the Services, to maintain quality of the System and Services, and to provide general statistics regarding use of the System, among other things. We may also use Service Information for customer support, System restoration, and research and development activities for new products and services, and other similar purposes. Finally, we may provide certain Service Information to selected third parties, such as our business partners, for marketing purposes, where we have obtained your specific consent.
- “Usage Information” related to devices is information including, but not limited to, actual temperature and condensate removal information, device usage data such as purging, timing, and effluent sensor status, runtimes, settings, time of events, audio clips, system diagnostic and usage logs from the system and alerts from the system. “Usage Information” related to security, and automated systems is information including, but not limited to, the time of events in the system, scheduling, arm/disarm or other usage schedules, usage and alert logs, including your use of the functions and features available in the System, activities in the business, and photos stored in the System. We receive this type of information from your System and we may collect this information and other similar Usage Information for other products we may offer now or in the future. Usage Information may also include your IP address, browser type, domain names, access times and referring website addresses and Wi-Fi service set identifier. This information is used by us for the operation of the System, to provide the Services, to maintain quality of the System and Services, and to provide general statistics regarding use of the System. We may use personally identifiable Usage Information to provide you with feedback about your energy use, your security and plant automation system and controls, to help you set energy goals/budgets and track your progress, and to provide you customized content (such as tips and recommendations for reducing energy usage, plant security tips, plant automation advice, trend monitoring, energy analytics, etc.) and other purposes similar to the foregoing. We may also use Usage Information for customer support, System restoration, and research and development activities for new products and services, and other purposes similar to the foregoing. Finally, we may provide certain Usage Information to selected third parties, such as our business partners, for marketing purposes, where we have obtained your specific consent.
- Sometimes we may “anonymize” Consumer Information by removing any identifier that can be associated with your personal Contact Information. Anonymous Consumer Information helps us develop reports and analyses about how our customers use our System and for other research such as behavioral inferences. We may publicly share or sell anonymous Consumer Information and reports and analyses based on anonymous Consumer Information. We may disclose aggregated, anonymous Consumer Information, and analyses and reports derived from such information to third parties including utilities, our service providers, suppliers, advertisers, merchants, consumer and market research companies and other organizations.

- We use tools to collect information from users of the System, including cookies and web beacons; we may use these tools to remember personal information when you use the Services in order to understand and analyze trends, to administer the System, to learn about user behavior on the System, and to gather demographic information about our user base as a whole. We may use this information in our marketing and advertising both on and off the System. You can change the settings to stop accepting cookies or to prompt you before accepting cookies from a website you visit. If you decline cookies your service with the System may be slower and not optimal. We use 4 types of cookies at Spartan Scientific: (1) Strictly Necessary, (2) Performance, (3) Functionality & Profile and (4) Advertising.
 - Strictly Necessary Cookies: These cookies are essential, as they enable you to move around our websites and use their features, particularly in connection with information searches and order placement. Without these cookies, services you have asked for cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet. An example of a strictly necessary cookie that some of our websites use includes so-called a “shopping basket cookie”, which is used to remember the products that you wish to purchase when you add products to your shopping basket or proceed to checkout.
 - Performance Cookies: These cookies collect information about how you use our websites, for example which pages you go to most often and if you get any error messages from certain pages. These cookies do not gather information that identifies you. These cookies collect only anonymous information and such information is only used to improve how our websites work. These cookies are not used to target you with online advertising. Without these cookies we cannot learn how our websites are performing and make relevant improvements that could better your browsing experience. Examples of performance cookies that our website uses include Google and Adobe Analytics (see further below).
 - Functionality & Profile Cookies: These cookies allow our websites to store information that you provide such as your site language preferences, and to store technical information useful for your interactions with our websites. For instance, they remember your user ID and elements of your user profile. They also ensure that the onsite marketing and experience is relevant to you. They may also be used to provide services you have asked for such as watching a video or commenting on a blog. The information these cookies collect may be anonymous and they cannot track your browsing activity on other websites. Without these cookies, a website cannot remember choices you have previously made or personalise your browsing experience.
 - Advertising Cookies: These cookies may be used to deliver advertisements that are more relevant to you and your interests. They may also be used to limit the times you see an advertisement as well as help to measure the effectiveness of the advertising campaign. Although these cookies may track your visits to other websites, they do not usually know who you are. Without these cookies, online advertisements you encounter will be less relevant to you and your interests.

- We also use third parties to help with certain aspects of our operations, which may require disclosure of your Consumer Information to them. For example, we may use a third party to communicate with you about your account or upcoming features or services, for marketing purposes, to process and collect payment for your Services via your credit card, to generate demographic profiles based on Consumer Information of our customers, and to perform other work as part of or in relation to the System that we may need to outsource. We require these contractors and third parties to agree to protect the confidentiality of your Consumer Information and to use it only as necessary to perform the services they are asked to perform. These contractors and third parties are responsible and liable if they misuse any Consumer Information.
- We reserve the right to transfer Consumer Information in the event we sell or transfer all or a portion of our business or assets.
- We may disclose Consumer Information if required to do so by law or in the good-faith belief that such action is necessary to comply with legal requirements or with legal process served on us, to protect and defend our rights or property, or in urgent circumstances to protect the personal safety of any individual. We may provide links to third-party websites for your convenience and information. These websites may have their own privacy policies, which we suggest you review if you visit any linked websites. To the extent such websites are not owned or controlled by Spartan Scientific, we are not responsible for the websites' content, any use of the websites, or the privacy practices of the websites.
- Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. There currently is disagreement, including among participants in the leading Internet standards-setting organization, concerning what, if anything, websites should do when they receive such signals. Spartan Scientific currently does not take action in response to these signals. If and when a final standard is established and accepted, Spartan Scientific will reassess how to respond to these signals.
- If the System is distributed by a dealer, distributor, utility company, retailer, or other third party and you share your Consumer Information with such party, we cannot control and are not responsible for the collection, storage, disclosure, and use of your information by such party. If the System is provided through your utility provider or third party System provider, we may share Consumer Information with your utility provider or third party System provider in accordance with your agreement with such utility provider or third party System provider. In some circumstances, we may share your Consumer Information with third parties upon your request; in such event, we cannot control and are not responsible for the collection, storage, disclosure, and use of your information by such party. In these circumstances, such parties' obligations with respect to such Consumer Information are governed by their agreement with you.
- Spartan Scientific does not knowingly collect personally identifiable information from anyone younger than 13. If Spartan Scientific is made aware that it has received personally identifiable

information from someone younger than 13, it will use reasonable efforts to remove that information from its records.

- Spartan Scientific is committed to protecting the security of your personal information and System. We use a variety of security technologies and procedures to help protect your personal information and System from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access that are located in facilities to which access is limited. For sites to which you login, it is your responsibility to ensure the security of your password and not to reveal this information to others. When you move around a site to which you have logged in, or from one site to another that uses the same login mechanism. Notwithstanding the foregoing, Spartan Scientific cannot guarantee that the System or your personal information cannot be compromised or hacked.
- This Privacy Statement will be governed by and construed according to the internal laws of the State of Ohio, without regard to conflict of law principles. Any action against any party to this Privacy Statement will be commenced only in the federal or state courts within the State of Ohio, which courts will have exclusive jurisdiction over such actions and proceedings and the parties hereby irrevocably consent to personal jurisdiction over them by such courts.
- The provisions of this Privacy Statement will apply to the fullest extent permitted by law and be interpreted and applied to a lesser extent (but, in such case, to the maximum extent possible), where necessary to be valid. The invalidity or unenforceability of any provision of this Privacy Statement will not affect any other provision and all such other provisions will remain in full force and effect without change or modification thereof. You consent to the exclusive use of the English language in this Privacy Statement, as well as all communications from Spartan Scientific.
- If you have any questions about our privacy practices, please contact us at:
- IOT@SpartanScientific.com
- Or

Spartan Scientific, Inc.
Data Privacy Inquiries
8510 Foxwood Court
Boardman Township, Ohio 44514

- **SPARTAN SCIENTIFIC WI-FI CONNECTED END USER LICENSE AGREEMENT**

- By installing or using the System, you agree to be bound by the terms and conditions in this End User License Agreement (“EULA”). You agree that you are the end-user of the System and you represent that you are of legal age and are authorized to enter into this EULA on behalf of yourself and any party to whom you grant access to the System.

1. LICENSE, LIMITS.

- This EULA is for the use of certain Spartan Scientific products and services, including Spartan Scientific software for use on any Spartan Scientific products and communications networks, Spartan Scientific software allowing web-based interface and underlying functionality and

access to Spartan Scientific services, Spartan Scientific web and mobile device applications software, and any Spartan Scientific networks related to any of the foregoing (collectively, the "Spartan Scientific Services" or "Services") and the licensure of software products identified above, which includes computer and application software and may include associated media, printed materials, and "online" or electronic documentation, and any future versions, releases, updates, patches, error fixes and bug fixes of the above software ("Spartan Scientific Software"). For convenience, we refer to the combination of products, software, and services we provide to you as the "System."

- The System includes software owned by Spartan Scientific and software licensed to Spartan Scientific, and is protected by United States and international copyright laws and treaties, as well as other intellectual property laws and treaties. The System is licensed to you, not sold. Subject to the terms of this EULA, Spartan Scientific grants you a limited, non-exclusive, non-transferable license (without the right to sublicense except as set forth below) to use the System, and its related Spartan Scientific Software, solely for your personal use with your plant or business in the continental United States and Canada. The foregoing license includes the right to install the Spartan Scientific Software on your personal computer and/or mobile device and to use the Spartan Scientific Software in conjunction with your licensed use of the System. Unregistered use, reproduction and distribution of the System is not permitted by Spartan Scientific and is in violation of U.S. and international copyright laws and is subject to civil and criminal penalties. You are specifically prohibited from making or distributing any copies of the System. All rights of any kind in the System and all other rights of Spartan Scientific, which are not expressly granted in this EULA, are entirely and exclusively reserved to and by Spartan Scientific (including the software object code and source code). You may not rent, lease, copy, modify, or translate the System, or create derivative works based on the System. You may not alter or remove any of Spartan Scientific's copyright or proprietary rights notices or legends appearing on or in the System. You may not reverse engineer, decompile or disassemble the System. Except as expressly set forth herein, you may not make access to the System available to any third party, nor are you authorized to make the output generated by or the results of any performance or functional evaluation of the System available to any third parties, nor are you permitted to allow any third party to engage in any activity that you are expressly prohibited from engaging in herein.
- The following rules apply to your use and any use authorized or permitted by you of the System:
 - Do not "harvest" (or collect) information from the System using an automated software tool or manually on a mass basis (unless Spartan Scientific has given you separate written permission to do so). This includes, for example, information about other users of the System and information about the offerings, products, services and promotions available on the System.
 - Do not use automated means to access the System, or gain unauthorized access to the System or to any account or computer system connected to the System.
 - Do not "stream catch" (download, store or transmit copies of streamed content).
 - Do not obtain, or attempt to obtain, access to areas of the System that are not intended for access by you.

- Do not "flood" the System with requests or otherwise overburden, disrupt or harm the System.
- Do not circumvent or reverse engineer the System.
- Do not restrict or inhibit another user or users from using and enjoying the System.
- Spartan Scientific has the right to deny access to, and to suspend or terminate your access to, the System, or to any features or portions of the System at any time and for any reason, including for any violation by you of this EULA.
- The System may contain or be derived from materials of third party licensors. Such third party materials may be subject to restrictions in addition to those listed in this EULA. You agree that any third party supplier shall have the right to enforce this EULA with respect to such third party's software.
- The System may contain Open Source Software that is provided to you under the terms of the open source license agreement or copyright notice accompanying such Open Source Software. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user to a third party or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group.

2. PASSWORD AND ACCESS.

- You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form and (b) maintain and promptly update such information. You must create a username and password to access the System. If you are provided with a temporary username and password you must modify the temporary credentials and create your own username and password. You are responsible for maintaining the confidentiality of your password and account and you are fully responsible for all activities that occur under your password, account or any subaccount. You agree to (a) immediately change your password in the event of any breach of security, (b) notify your central station (if applicable) or Spartan Scientific, as the case may be, if you have experienced a breach of security, (c) not share your username and password with any third party; and (d) ensure that you exit from your account at the end of each session. You agree that the terms of this EULA will be binding upon and govern the relationship between Spartan Scientific and any third party to whom you grant access to your account or permit to maintain a subaccount. You further agree to take any and all action necessary to ensure compliance with, and enforce the terms of, this EULA, and to indemnify Spartan Scientific for any and all costs, damages, losses or expenses incurred in respect of such third party user. Spartan Scientific will not be liable for any loss or damage arising from your failure to comply with this Section.
- If your equipment does not work it may interfere with System network operations. The Federal Communications Commission may require that Spartan Scientific have immediate access to your equipment in the event of an emergency. You agree to provide such access as is necessary in an emergency to either your central station or dealer or Spartan Scientific network representatives as required.

- You acknowledge and agree that you have the option to add additional parties to your account and such parties will have full or partial access to the System, including, but not limited to, the ability to view and change your daily schedule and device outputs and/or security or plant automation settings and programming. You further acknowledge and agree that Spartan Scientific has no responsibility to you with respect to the actions of such parties.
- You acknowledge and agree that Spartan Scientific and its affiliates, service providers, suppliers, and dealers are permitted at any time and without prior notice to remotely push software and firmware updates, enhancements, changes, modifications, additional functionality or bug fixes to the System. You hereby consent to the foregoing and release Spartan Scientific and its affiliates, service providers, suppliers, and dealers from any and all liability arising from such action.

3. TERM AND CANCELLATION; MODIFICATIONS TO SYSTEM; FEES.

- This EULA is effective on the day you first use the System and will continue for so long as you continue to use the System and Services and to otherwise make any required System service payments. Spartan Scientific may terminate this EULA at any time if you fail to comply with any of the terms hereof, including failure to make required System service payments, if applicable, effective immediately. If you have a contract with a distributor for certain Services, your right to use the Services is subject to your payment of all fees due to Spartan Scientific for such Services and Spartan Scientific may suspend or terminate your access to the Services in the event there is a failure to pay for Services being provided by Spartan Scientific any sums otherwise due. Your payment to your dealer or central station monitoring company does not guarantee your right to the System Services. You may incur additional fees from third party providers in connection with your use of the System Services, an independent handheld device, or the internet, for data transmission, video clip or still image transmission, internet usage, SMS, short code or other transmission fees, charges or taxes. If Spartan Scientific ceases supplying Services to you due to you or your dealer or central station's failure to pay for Services, Spartan Scientific will have no liability to you and you must look to your dealer or central station for the return of any amounts pre-paid by you to the central station or dealer. Depending on the Services contracted or subscribed to by you, Spartan Scientific may also suspend or terminate a user account because of user inactivity or excessive activity. Depending on the Services contracted or subscribed by you, you may terminate this EULA upon written notice to Spartan Scientific. Upon termination of this EULA, the license granted hereunder will terminate and you must stop all use of the System immediately. Spartan Scientific reserves the right at any time and from time to time to charge for use of the System, and modify or discontinue, temporarily or permanently, the System (or any part thereof) with or without notice. You agree that Spartan Scientific will not be liable to you or to any third party for any modification, suspension or discontinuance of the System.

4. WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS.

- THE SYSTEM IS PROVIDED AS IS, AND WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND SPARTAN SCIENTIFIC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE, PERFORMANCE OR NON-PERFORMANCE OF THE SYSTEM REMAINS WITH YOU. TO THE FULLEST EXTENT PERMITTED BY

LAW, SPARTAN SCIENTIFIC DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SYSTEM.

- SPARTAN SCIENTIFIC AND ITS THIRD PARTY SERVICE PROVIDERS HAVE NO LIABILITY FOR THE CHOICE OF ALARM DEVICES OR OTHER PRODUCTS INSTALLED AT YOUR PREMISES, THEIR INSTALLATION AND CONNECTION, OR OPERATION. YOU EXPRESSLY UNDERSTAND AND AGREE THAT SPARTAN SCIENTIFIC DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR (1) THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF ANY CONTENT OR INFORMATION OR MATERIAL PROVIDED BY OR ACCESSIBLE THROUGH THE SYSTEM; AND (2) THE USE OF OR INABILITY TO USE THE SYSTEM; AND (3) THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL; AND (4) BREACHES OF SECURITY; AND (5) INFORMATION COMMUNICATED THROUGH MESSAGE BOARDS OR OTHER FORUMS; AND (6) ANY OTHER FAILURE TO PERFORM BY SPARTAN SCIENTIFIC; AND (7) DAMAGE, INJURY, OR LOSS OF LIFE OR DAMAGE TO PROPERTY.
- IF SPARTAN SCIENTIFIC SHOULD NEVERTHELESS BE FOUND LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS, DAMAGE OR INJURY ARISING UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE), ITS TOTAL MAXIMUM LIABILITY IS LIMITED TO \$1000.00 WHICH WILL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST SPARTAN SCIENTIFIC. IN ADDITION, IN NO EVENT WILL SPARTAN SCIENTIFIC OR ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, SUBSIDIARIES, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER RELATING TO THE USE OF THE SYSTEM OR ANY COMPONENT THEREOF OR TO YOUR RELATIONSHIP WITH SPARTAN SCIENTIFIC, EVEN IF SPARTAN SCIENTIFIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- UNDER NO CIRCUMSTANCES WILL SPARTAN SCIENTIFIC BE HELD LIABLE FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SYSTEM, ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.
- IN THE EVENT YOU (1) UTILIZE A NON-SPARTAN SCIENTIFIC APPLICATION TO CONTROL YOUR SPARTAN SCIENTIFIC PRODUCT; (2) CONNECT A NON-SPARTAN SCIENTIFIC DEVICE TO YOUR SYSTEM; (3) UTILIZE A THIRD PARTY API; (4) BECOME PART OF A DEMAND RESPONSE PROGRAM; OR (5) BECOME PART OF A THIRD PARTY WI-FI CONNECTED OR BUSINESS ECOSYSTEM, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL SPARTAN SCIENTIFIC BE RESPONSIBLE FOR THE ACCURACY, FUNCTIONALITY, RELIABILITY, AVAILABILITY,

INTEROPERABILITY, LEGALITY OR USEFULNESS OF SUCH APPLICATION, DEVICE, API, OR ECOSYSTEM NOR WILL SPARTAN SCIENTIFIC BE LIABLE FOR ANY DAMAGES THAT MAY OCCUR AS A RESULT OF SUCH USE. USE OF A THIRD PARTY APPLICATION, DEVICE, API, OR ECOSYSTEM IS ENTIRELY AT YOUR OWN RISK AND EXPENSE.

5. NO GUARANTEE.

- THERE IS NO GUARANTEE THAT THE SYSTEM WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION, OR THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE IT COMMUNICATES TO YOU. FURTHER, THERE IS NO GUARANTEE THAT THE SYSTEM OR YOUR MOBILE DEVICE OR COMPUTER WILL TRANSMIT OR RECEIVE ALL SIGNALS SENT BY OR TO YOU REGARDING THE SYSTEM SERVICES YOU HAVE SUBSCRIBED TO, INCLUDING, BUT NOT LIMITED TO, SIGNALS REGARDING THE ACTIVATION OR DEACTIVATION OF YOUR ALERT SYSTEM OR OTHER SYSTEMS. YOU ACKNOWLEDGE THAT THE AVAILABILITY OF THE SYSTEM SERVICES IS DEPENDENT ON YOUR COMPUTER, MOBILE DEVICE, PLANT WIRING, AMPLE POWER, YOUR INTERNET SERVICE PROVIDER, AND YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH SUCH USE AND FOR COMPLIANCE WITH ANY AGREEMENTS RELATED TO SUCH USE. YOU FURTHER ACKNOWLEDGE THAT SPARTAN SCIENTIFIC AND ANY NETWORK SERVICE PROVIDERS CANNOT GUARANTEE THE SECURITY OF ANY WIRELESS TRANSMISSION AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF ANY SERVICE. YOU AGREE THAT YOU WILL NOT RESELL ANY OF THE WIRELESS SERVICES PROVIDED TO YOU AS PART OF THE SYSTEM. SPARTAN SCIENTIFIC WILL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER LOSS BASED ON A CLAIM THAT THE SYSTEM FAILED TO GIVE WARNING OR ALERT OF ANY TYPE AND YOU HEREBY RELEASE SPARTAN SCIENTIFIC FROM ALL LIABILITY RESULTING THEREFROM. SPARTAN SCIENTIFIC MAKES NO GUARANTEE THAT THE SYSTEM WILL BE COMPATIBLE WITH ALL COMPUTERS OR HANDHELD DEVICES. YOU SHOULD FIRST TEST THOSE DEVICES IN PLANT USE FOR COMPATIBILITY BEFORE USING THEM AWAY FROM PLANT.

6. MISCELLANEOUS.

- The failure of Spartan Scientific to enforce at any time any of the provisions of this EULA will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of Spartan Scientific to take any action in the future to enforce any provisions hereunder.
- Software and technical information delivered under this EULA 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 you will be solely responsible for obtaining any import, export, re-export approvals and licenses required for such software any technical information, and retaining documentation to support compliance with those laws and regulations.
- This EULA will be deemed entered into in the State of Ohio and will be governed by and construed according to the internal laws of the State of Ohio applicable to agreements executed and to be performed entirely within Ohio, without regard to conflict of law principles. Any action against any party to this EULA will be commenced only in the federal or state courts

within the State of Ohio, which courts will have exclusive jurisdiction over such actions and proceedings and the parties hereby irrevocably consent to personal jurisdiction over them by such courts. You agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this EULA and is hereby disclaimed. It is understood and agreed that, notwithstanding any other provisions of this EULA, breach of any provision of this EULA by you may cause Spartan Scientific irreparable damage for which recovery of money damages would be inadequate, and that Spartan Scientific will therefore be entitled to obtain timely injunctive relief to protect Spartan Scientific's rights under this EULA in addition to any and all remedies available at law.

- This EULA, including the Privacy Statement, your subscription agreement (if applicable) and Spartan Scientific's terms and conditions of sale that accompanied your purchase of any equipment forms the entire agreement between you and Spartan Scientific and supersedes in their entirety any and all oral or written agreements previously existing between you and Spartan Scientific with respect to your access to and use of the System and related Services.
- Neither this EULA nor any of the rights, interests or obligations provided by this EULA may be transferred or assigned by you without the prior written consent of Spartan Scientific. Spartan Scientific may assign this EULA, in whole or in part, in its sole discretion. This EULA will be binding upon the parties and each of their present and future officers, directors, employees, parents, subsidiaries, agents, successors, assigns, contractors, licensees, affiliates, family members and guests and authorized users.
- The provisions of this EULA will apply to the fullest extent permitted by law and be interpreted and applied to a lesser extent, where necessary to be valid. The invalidity or unenforceability of any provision of this EULA will not affect any other provision and all such other provisions will remain in full force and effect without change or modification thereof. You consent to the exclusive use of the English language in this EULA, as well as in all communications from Spartan Scientific.