

SMARTVIEW TERMS OF SERVICE

(Effective and Last Updated: December 16, 2024)

PLEASE READ THESE TERMS OF SERVICE AND INDICATE YOUR ACCEPTANCE OF THEM BY CHECKING THE “AGREE” BOX FOR THESE TERMS. ACCEPTANCE MEANS THAT YOU ARE BOUND BY THESE TERMS. YOU MAY NOT USE THE SMARTVIEW SOFTWARE APPLICATION SERVICE UNLESS YOU ACCEPT THESE TERMS. YOU MAY PRINT THE WEB PAGE CONTAINING THESE TERMS OR SAVE A COPY TO YOUR DEVICE.

YOU ACKNOWLEDGE THAT THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT YOU ARE WAIVING YOUR RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS AS SET FORTH IN SECTION 14(c) BELOW.

These Terms of Service (these “**Terms**” or this “**Agreement**”), effective as of the date of your acceptance of them as described above (the “**Effective Date**”), form a binding agreement between you, the end user, and Business Marketers Group, Inc., a Wisconsin corporation doing business as RATH Communications with a business address of N56 W24720 N. Corporate Circle Sussex, WI 53089, on behalf of itself and its affiliates (collectively, “**Company**”). This Agreement governs your use of any version of the SmartView web-based platform (including all related documentation and information available through the platform, collectively, the “**Application Service**”) via <http://smartviewhub.com> and <http://smartviewconfig.com> or such successor website as may be notified by Company. The Application Service is made available to you on a limited software-as-a-service basis, not sold, to you.

Limits on Who Can Use the Application Service: You are not authorized to use the Application Service, and will not be granted access to any content available through the Application Service, unless: you are an authorized employee, subcontractor or representative of an enterprise user (“**Your Organization**”) that has separately contracted to use the Application Service with Company or an authorized reseller, and Your Organization has granted you permission to use the Application Service (“**Organization Users**”). References to “you” or “your” in this Agreement mean any Organization User of the Application.

Warnings:

By adding or linking cameras to your account in the Application Service, you represent and warrant to Company that you or Your Organization is the owner of the premises where the Application Service will connect to the cameras, or if you or Your Organization are not the owner, that you or Your Organization have all necessary permissions from the owner or tenant of premises to use the Application Service with the cameras you linked for emergency monitoring at such premises. If this is not an accurate statement of your ownership or rights, please do not link any cameras and contact us at sales.us@avire-global.com.

As between Company and Your Organization, Your Organization alone (or its designees) are responsible for notifying all employees, representatives, visitors, guests and anyone else on Your Organization’s premises (in accordance with any applicable laws or other legal requirements) that certain monitoring of oral communications and images or videos of such persons may occur on Your Organization’s premises, when and how. We provide the Application Service merely as a tool to facilitate Your Organization’s monitoring of its premises for emergency response purposes. You and Your Organization are solely responsible for ensuring any audio and live streams from such premises available via the Application Service from Your Organizations own emergency communications devices or equipment (e.g., cameras) , including any sensitive information (“Premises Data**”), are used by you and Your Organization in accordance with applicable laws and regulations and are not used for any criminal, illegal, or otherwise unlawful activity.**

Premises Data is available in the Application Service for a limited period of time (as notified therein), in accordance with Company’s then-current retention policies, which may change from time to time without prior notice. We have no liability to you or anyone else for non-retention or destruction of Premises Data in the ordinary course and reserve the right not to retain Premises Data at all and restrict access to not more than a “real time” basis. We do not make any representation or warranty regarding the quality of the Premises Data as far as being able to see, identify any particular individual or events from the data.

1. Access Rights. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, non-sublicensable, and nontransferable right to: access, download, install and/or use the Application Service for Your Organization’s internal non-commercial use. The foregoing access may be made available both on a computer or mobile device, in Company’s discretion, and depending on the contracted uses paid for by Your Organization. Your rights and obligations under this Agreement are personal to you and may not be delegated to or shared with anyone else.

2. Access Restrictions. You shall not, and shall not allow a third party, to: (a) copy the Application Service; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application Service; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application Service or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application Service, or any features or functionality of the Application Service, to any third party for any reason; (f) use the Application Service with any high risk or strict liability activity; (g) use the Application Service other than in accordance with these Terms and in compliance with all applicable laws and regulations; or (h) remove, disable, circumvent, or otherwise create or implement any workaround to any privacy protection, copy protection, rights management, or security features in or protecting the Application Service.

Nor shall you, and nor shall allow a third party, to use the Application Service in any manner that (I) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (II) impersonates any person or entity, including without limitation any employee or representative of Company, or (III) introduces a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or “spam” message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs).

3. Reservation of Rights. You acknowledge and agree that the Application Service is provided as a service under the terms of this Agreement in your capacity as an Organization User, and not sold to you or Your Organization. You do not acquire any ownership interest in the Application Service under this Agreement, or any other rights thereto other than to use the Application Service in accordance with the rights granted in Section 1 above, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application Service, including improvements thereto and all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in Section 1 above.

4. Collection and Use of Your Information. You acknowledge that when you use the Application Service, Company may use automatic means (including, for example, cookies, web beacons, various identifiers) to collect information about your use of the Application Service. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application Service or certain of its features or functionality, and the Application Service may provide you with opportunities to share information about yourself with others. You agree that all information you provide for these purposes will be complete and accurate. You will be responsible for all activities undertaken using your login credentials to any Company account or service. You agree to notify Company immediately upon becoming aware that your login credentials to any Company account or service have been lost, stolen or used without your authorization. All personal information about you as a user of the Application Service that Company collects through or in connection with this Application Service is subject to Company’s Privacy Policy at <https://www.avire-global.com/en-us/privacy-policies/>. By using, and providing personal information to or through this Application Service, you consent to all actions taken by Company with respect to your personal information in compliance with the Privacy Policy, which may be updated from time-to-time.

PLEASE NOTE THAT YOUR ORGANIZATION, AS YOUR EMPLOYER AND/OR CONTRACTING PARTY (FOR SUBCONTRACTORS) WILL HAVE ACCESS TO ANY INFORMATION YOU INPUT OR UPLOAD TO OR SHARE WITH OR THROUGH THE APPLICATION SERVICE – AS A BUSINESS MATTER – BECAUSE THEY ARE THE PARTY THAT CONTRACTS WITH COMPANY TO MAKE THE APPLICATION SERVICE AVAILABLE TO YOU.

5. Content and Services. Company and Company’s licensors reserve the right to change, suspend, remove and/or disable access to and/or use of any content and services available from them through the Application Service at any time without notice. Your Organization may also choose to make available only specific or select portions of the Application Service to you.

6. Updates; Accessibility. Company may from time-to-time in its sole discretion develop and provide Application Service updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Application Service. You also agree that all Updates will be deemed part of the Application Service and be subject to all terms and conditions of this Agreement. Application Service downtime for Updates may occur in the ordinary course as well as in the event of circumstances beyond the Company’s control. Your Organization’s systems and equipment

for connecting to the Internet and third party service provider or utility outages are outside of the control of Company and may impact your ability to use the Application Service. Company has no liability to you for any inability to access the Application Service.

7. Third-Party Materials. The Application Service may display, include, or make available third-party content or provide links to third-party websites or services (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions. Company reserves the right to change, suspend, remove, or disable access to any Third-Party Material at any time without notice or liability to you. Should you choose to access Third-Party Materials, you do so at your own initiative and risk.

8. Electronic Communications. You hereby agree to the use of electronic communications in order to enter into this Agreement, to create other records and to the electronic delivery of notices between you and Company with respect to the Application Service and this Agreement.

9. Suspension. Company may suspend, interrupt, terminate or limit any or all functionalities of the Application Service without prior notice. You, or at the direction of Your Organization, may also optionally suspend or cease using the Application Service. Your Organization may also determine in its discretion that certain users should have their access to the Application Service suspended or terminated and notify Company to implement the same.

10. Termination. This Agreement will apply to you for so long as you access or use the Application Service. Your Organization may terminate using the Application Service (or Company may terminate Your Organization’s access rights), and if either occurs, all of your access to the Application Service will concurrently terminate for you. Company may also terminate this Agreement at any time without notice and concurrently make all access to the Application Service inaccessible. Your rights to use the Application Service under Section 1 of this Agreement will terminate immediately and automatically without any notice requirement if you violate any of the terms and conditions of this Agreement. Upon such termination, all rights granted to you under this Agreement will also terminate and you must cease all use of the Application Service and delete all copies of the Application Service from your cameras, computers and devices. Termination of your rights to access the Application Service will not limit any of Company’s rights or remedies at law or in equity. Sections 2, 3, 4, 7, 10, 11, 12, 13, and 14 as well as the sections entitled “Limits on Who Can Use the Application Service,” and “Warnings” shall survive termination of this Agreement.

11. DISCLAIMER OF WARRANTIES. THE APPLICATION SERVICE DOES NOT SUBSTITUTE FOR ON-PREMISES RESPONSES TO EMERGENCIES OR OTHER OCCURRENCES AT YOUR ORGANIZATION’S PREMISES. THE APPLICATION SERVICE IS MERELY A TOOL FOR USERS OF THE APPLICATION SERVICE.

THE APPLICATION SERVICE IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE APPLICATION SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY PARTICULAR CAMERA, HARDWARE, EQUIPMENT, DEVICE OR OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE APPLICATION SERVICE MAY BE ACCESSED OR USED OUTSIDE OF THE UNITED STATES AND CANADA OR THAT USE OF THE APPLICATION SERVICE ELSEWHERE IS LEGALLY PERMITTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY NOR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE

PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE APPLICATION SERVICE OR THE CONTENT AND SERVICES OR THIRD-PARTY MATERIALS FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, CAMERA, COMPUTER/EQUIPMENT OR DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED TEN DOLLARS (\$10.00). THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

13. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO YOUR USE OR MISUSE OF THE APPLICATION SERVICE OR YOUR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE CONTENT AND INFORMATION YOU SUBMIT OR MAKE AVAILABLE THROUGH THE APPLICATION SERVICE, AND ANY VIOLATION OF APPLICABLE LAW BY YOU.

14. Additional Terms:

- a. **Severability.** If any provision of this Agreement is illegal, invalid or unenforceable under applicable law, such illegal, invalid or unenforceable provision shall be deleted from this Agreement and the remaining provisions will continue in full force and effect.
- b. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.
- c. **Agreement to Arbitrate.** You and we agree to submit any disputes arising in connection with this Agreement to binding arbitration.

ANY DISPUTE BETWEEN US OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF EITHER ONE OF US, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN WILMINGTON, DELAWARE, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT ("FAA"), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.

In any action or proceeding commenced by Company against you, you shall not be permitted to interpose any counterclaim.

You and we each waive trial by jury in any action between us unless prohibited by law. YOU MAY BRING CLAIMS AGAINST COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

The arbitrator shall be bound by the terms of this Agreement, and shall on request of a party, conduct proceedings by telephone, video, and submission of papers or in-person hearing. Service of process or papers in any legal proceeding or arbitration between you and us may be made by First-Class Mail delivered by the U.S. Postal Service or reputable courier service addressed to the party's address or as reflected with the applicable Secretary of State or similar state agency, or any other address provided by the party in writing to the party making service. The parties submit to the

jurisdiction and laws of Delaware, except for arbitration which is governed by the FAA and the arbitration rules described above and agree that any arbitration or litigation to enforce this arbitration provision between the parties shall be commenced and maintained in Wilmington, Delaware.

Any action between the parties must commence within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this Agreement. Any other action that you may have or bring against Company in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

By agreeing to this arbitration provision, you and we are waiving each of our rights to a trial before a judge or jury, waiving each of our rights to appeal the arbitration award and waiving each of our rights to participate in a class action.

- d. **Entire Agreement.** This Agreement and the Privacy Policy comprise the complete agreement between Company and you regarding the Application Service, and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application Service. Company reserves all rights with respect to the Application Service, subject to the limited rights of use herein, and may freely delegate, subcontract, or assign any or all of its rights to the Application Service or rights or obligations under this Agreement.
- e. **Waiver.** No failure to exercise, and no delay in exercising, on the part of Company, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.
- f. **Amendment.** Company may amend and update this Agreement in the future and any such amendment will be effective upon the earliest of Company's posting of the updated agreement on or through the Application Service, or Company providing notice of the update to you otherwise. Your access or use of the Application Service after the effective date of any such amendment or update to this Agreement constitutes your acceptance of the amended or updated Agreement.
- g. **Confidentiality.** The Application Service represents Company's confidential and proprietary materials and information, and may also contain other information considered confidential by Your Organization regarding its operations; you shall hold what you see, hear and access via the Application Service in the strictest confidence as a condition to accessing the Application Service. Your Organization also owes Company an obligation of confidentiality. If you have any questions regarding confidentiality, please consult the appropriate manager or officer at Your Organization. Ignorance of your obligations does not excuse them.
- h. **Suggestions.** With respect to any feedback, data, answers, questions, comments, suggestions, ideas or the like that you provide ("**Feedback**") to Company, whether using the Application Service, or otherwise, regarding the Application Service, you agree that: you have the right to provide the Feedback to Company; Company has no obligation to review, consider or act upon any Feedback; the Feedback is not confidential; and Company has the irrevocable and unconditional right to use, implement, modify and publish the Feedback without attribution or compensation to you.
- i. **Questions.** Questions with respect to this Agreement and Application Service should be directed to Your Organization, which can separately contact Company under the support provisions of its separate agreement with Company.

[End of Terms of Service]