



SKYCENTRICS TERMS OF SERVICE IN THE UNITED STATES

Thank you for selecting the Services offered by SkyCentrics Inc. and/or its subsidiaries and affiliates (referred to as "SkyCentrics", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and SkyCentrics. By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

A. GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the SkyCentrics online services provided to you on this website, or through SkyCentrics mobile apps, or through the SkyCentrics API, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- SkyCentrics' Privacy Statement provided to you in the Services available on the website or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by SkyCentrics. SkyCentrics reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, SkyCentrics grants to you a personal, limited, nonexclusive, non-sublicensable, revocable, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.
- Remove any copyright, trademark or other proprietary notices from any portion of the Services.

- Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by SkyCentrics.
- Decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law.
- Link to, mirror or frame any portion of the Services.
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services.
- Attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

3. PAYMENT. You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). For Services offered on a payment or subscription basis, the following terms apply if you are the User paying for the Services, unless SkyCentrics or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

- a. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
- b. You must pay with one of the following:
 1. A valid credit card acceptable to SkyCentrics;
 2. A valid debit card acceptable to SkyCentrics;
 3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due;
 or
 4. By another payment option SkyCentrics provides to you in writing.
- c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse your use of the Services.
- d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- e. SkyCentrics will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services are cancelled or terminated under this Agreement.
- f. Additional cancellation or renewal terms may be provided to you on the website for the Services.
- g. Charges paid by you are final and non-refundable, unless otherwise determined by SkyCentrics.
- h. SkyCentrics reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in SkyCentrics sole discretion.

4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, the Internet, and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

Subject to your compliance with these Terms, SkyCentrics grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the mobile apps on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by SkyCentrics and its licensors.

SKYCENTRICS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- i. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- ii. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- iii. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION. In order to use the Services, you must register for and maintain an active user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit certain personal information, such as your name, address, mobile phone number, as well as at least one valid payment method supported by SkyCentrics. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.

You can view SkyCentrics' Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable SkyCentrics Privacy Statement, and any changes published by SkyCentrics. You agree that SkyCentrics may use and maintain your data according to the SkyCentrics Privacy Statement, as part of the Services. You give SkyCentrics permission to combine identifiable and non-identifiable information you enter or upload to the Services with that of other users of the Services and/or other SkyCentrics services. For example, this means that SkyCentrics may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users. SkyCentrics is a global

company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

6. CONTENT

6.1 You are responsible for your content. You are responsible for all materials, data, and personal information ("Content") uploaded, posted or stored through your use of the Services. You grant SkyCentrics a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. You must provide all required and appropriate warnings, information and disclosures. SkyCentrics is not responsible for the Content or data you submit through the Services. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by SkyCentrics in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

6.2 Community forums. The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public ("Community Forum"). SkyCentrics does not support and is not responsible for the content in these Community Forums. Please use respect when you interact with other users in a Community Forum. Do not reveal confidential or other information that you do not want to make public. Users may post hypertext links to content of third parties for which SkyCentrics is not responsible.

6.3 SkyCentrics may freely use feedback you provide. You agree that SkyCentrics may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant SkyCentrics a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to SkyCentrics in any way.

6.4 SkyCentrics may monitor your Content. SkyCentrics may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect SkyCentrics or its customers, or operate the

Services properly. SkyCentrics, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 We may tell you about other SkyCentrics services. You may be offered other services, products, or promotions by SkyCentrics ("SkyCentrics Services"). Additional terms and conditions and fees may apply. With some SkyCentrics Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant SkyCentrics permission to use information about your business and experience to help us to provide the SkyCentrics Services to you and to enhance the Services. You grant SkyCentrics permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant SkyCentrics permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

7.2 Communications. SkyCentrics may be required by law to send you communications about the Services or third party products. You agree that SkyCentrics may send these communications to you via email or by posting them on our websites. You agree that SkyCentrics may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an SkyCentrics account, including for marketing purposes.

7.3 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact SkyCentrics if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYCENTRICS, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. SKYCENTRICS AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE

LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 SKYCENTRICS, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF SKYCENTRICS, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, SKYCENTRICS, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET SKYCENTRICS SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF SKYCENTRICS AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF SKYCENTRICS, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold SkyCentrics and its affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). SkyCentrics reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by SkyCentrics in the defense of any Claims.

10. CHANGES We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

11. TERMINATION SkyCentrics may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect SkyCentrics's rights to any payments due to it. SkyCentrics may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS You acknowledge that the Services, including the mobile application, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States

government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

13. GOVERNING LAW. California state law governs this Agreement without regard to its conflicts of laws provisions.

14. DISPUTES ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND SKYCENTRICS ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to SkyCentrics Inc., in care of our registered agent Capitol Services, Inc., 1675 South State Street, Suite B, Dover, DE 19901. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, SkyCentrics will pay them for you. In addition, SkyCentrics will reimburse all such fees and costs for claims totaling less than \$75,000 unless the arbitrator determines the claims are frivolous. Likewise, SkyCentrics will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

15. GENERAL This Agreement, including the Additional Terms below, is the entire agreement between you and SkyCentrics and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of SkyCentrics. However, SkyCentrics may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by SkyCentrics or (c) a successor by merger. Any assignment in violation of

this Section shall be void. If you want to request a transfer of this Agreement, contact SkyCentrics via an email to: transfer_license@SkyCentrics.com.

B. ADDITIONAL TERMS AND CONDITIONS

Your use of the following Services provided by SkyCentrics are subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms “you” or “your” will refer to such entity and its affiliates as well as you. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.

1. SERVICES. Each of the following products and services are referred to in this Agreement as a “Service” and together as the “Services”:

1.1. **SkyCentrics Web Services (“SWS”)** is an online solution for account holders to monitor and control devices. Some SWS accounts are given special permissions to have specific control and/or monitoring over the devices in other accounts. This is done through an OPT IN method. SkyCentrics does not allow any control or monitoring of devices without the device owner opting in and accepting the control and/or monitoring by another account owner.

1.2. **Modification to Services.** We have the right, in our sole discretion, to revise, update, or otherwise modify the Services or alter your access to the Services; and for material changes, to the extent reasonably possible, we will provide you with reasonable notice either posted on the website hosting the Services or to the Owner’s (as defined below) email address. Note that we may modify the amount of storage space you have through the Services and the number of times (and the maximum duration for which) you may access the Services in a given period of time. In the event we need to maintain the security of the system or comply with any laws or regulations, we reserve the right to modify the Services immediately, and to provide the Owner with electronic or written notice within thirty (30) days after any material modifications. You may reject any changes to the Services by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes.

2. USERS.

2.1. **Types of Users.** The Services allow the following types of access and user rights: In the SkyCentrics Services, an account is always associated with an “organization.”

When you initially register for and create an account for a Service, you are, or a party that you authorize is, either the Owner (“Owner”) of the new organization created with your account, or an additional user (“Additional User”) in an organization that already exists in the SkyCentrics Services. Owners, and their properly authorized additional users, may authorize additional users to access the Services through the same organization. The number of additional users may be limited based upon the characteristics of your organization and the terms of your subscription with SkyCentrics. Additional Users may include, for example, your employees, contractors, agents, clients, family members and friends. You may be referred to in this Agreement as “you”, “your”, or “User”, or you may be referred to specifically in your applicable role as an Additional User or an Owner. All Users will be required to accept this Agreement before accessing the Services. With respect to the SWS Account you access, you agree to these terms as an Owner or an Additional User, as applicable. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services.

2.2. **For Owners.** As an Owner, the following applies to you: Only Owners may designate another individual as a replacement Owner. You agree that Additional Users are SkyCentrics customers, but that you are responsible for your Additional Users’ access to the Services. Depending on the types of access rights you grant to Additional Users, Additional Users may be able to delete, copy, or view the Content and data accessible in your account and add charges to the subscription. As Owner, you are responsible for the access to the Services you grant to Additional Users. If you choose to close or terminate your access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. You agree to provide sufficient notice to Additional Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Additional User may result in the termination of an Owner’s or any Additional User’s access to the Services.

2.3. **For Additional Users.** As an Additional User, the following applies to you: When you register to access an organization for which you are not an Owner, you understand that you are accessing the Service as an Additional User and you may not have the same level of access or the same rights as an Owner. Depending on the types of rights you are granted by the Owner, you may be able to delete, copy, or view other User’s Content and data. Please make sure that you have an agreement with the Owner about your role and rights. If an Owner chooses to close or terminate access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. As an Additional User, you understand that if you violate this Agreement, your access to our Services may be terminated, and we retain the right to also terminate access for any other Users of the same account.

3. SUBSCRIPTION.

3.1. **Payment for Services.** The Services are free, or licensed on a monthly, yearly, or 3-yearly subscription basis to the User that pays for the Service. As the Owner, you may choose whether you or another User pays for the license. Please review all of the details of the subscription that you purchase.. If any amount payable by you is dishonored or returned for any reason, such as, but not limited to, non-sufficient

funds, account closed, inability to locate account, or reversal by you and/or your bank, SkyCentrics may: a) reverse any corresponding credit issued to SkyCentrics, you, or any other party without liability to you or any other party, (b) apply any money currently held by SkyCentrics to any amount owed to SkyCentrics by you, (c) initiate another debit in substitution for the dishonored debit until the debit is honored and to initiate separate debits to cover any Non-Sufficient Funds (NSF) or dishonored payment fees, (d) charge you a one-time insufficient funds penalty fee for each occurrence, (e) report this information to any and all credit agencies and/or financial institutions, and/or (f) immediately terminate this Agreement. SkyCentrics may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on any amounts owing and unpaid ten (10) days after demand. If further collection attempts are required, all collections costs will be charged to you, including but not limited to any costs associated with termination of this Agreement, and attorney fees, where permitted by law.

- 3.2. **Subscription Cancellation.** The Owner may notify us if he or she wants to cancel the subscription prior the beginning of the new subscription period. In the event that SkyCentrics is unable to charge a User's chosen payment method in accordance with this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, SkyCentrics has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. We suggest you retain your own copies of any data or Content that you may need as SkyCentrics is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

4. ACCOUNT FEATURES.

- 4.1. **Trial Version.** If a trial use is available and you registered for a trial use of the Services, you will have access to the Services for the specified period of the trial ("Trial Period") unless you terminate before the trial period ends. You must decide to purchase a license to the Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial Period. If you terminate before the Trial Period ends or do not purchase a license to the Services by the end of the Trial Period, you will not be able to access or retrieve any of the data or Content you added to or created with the Services during the trial.
- 4.2. **Beta Features.** From time to time, we may include new or updated beta features in the Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and

information from any connected device. You acknowledge and agree that all use of any Beta Feature is at your sole risk.

5. DATA.

5.1. **Personal Data.** If you are providing data to us that is not personal to you, you agree that you have either provided the owner of such personal data notice or received permission from the owner of such personal data, as required by applicable law, for us to: (a) use or disclose the data in accordance with our Privacy Policy, (b) move the data outside of the country of residence of such owner of the personal data, if applicable, (c) provide the data to Third Party Products that you approve, and (d) otherwise use and disclose the data in accordance with this Agreement. You acknowledge and agree that SkyCentrics may provide data in your account to any Additional Users to which that data is applicable or personal to.

5.2. **Public Content.** As a User you may have the opportunity to share your data, Content, or ways in which you aggregate data ("**Account Content**") with other Users, other SkyCentrics customers, and other third parties. When sharing any Account Content, you agree not to share any confidential information. If you have the option of accessing another User's Account Content, you understand and agree that the Account Content is being provided by the User, and not SkyCentrics, for information and guidance purposes only, and SkyCentrics and such User are not responsible in any way for your use the Account Content.

5.3. **Telephone numbers.** You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that SkyCentrics may use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve SkyCentrics sending text messages containing security codes to your telephone number. You agree to receive these texts from SkyCentrics containing security codes as part of the MFA process. In addition, you agree that SkyCentrics may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services. Your mobile network's data and messaging rates and fees may apply. For support contact us at 1-415-962-1500. Supported carriers include AT&T, Verizon Wireless, T-Mobile®, Metro PCS, Sprint, Boost, Virgin Mobile, U.S. Cellular®, and others. Mobile carriers are not liable for delayed or undelivered messages.

6. OTHER PRODUCTS AND SERVICES

6.1. **Third Party Products.** By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("**Third Party Products**"). If you decide to use or access any Third Party Products, you agree that you are solely responsible for your relationship with the provider of the product. SkyCentrics is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. You agree that the providers of the Third

Party Products, and not SkyCentrics, are solely responsible for their own actions or inactions. SkyCentrics is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. You agree that you will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of SkyCentrics or any other party or in furtherance of criminal, fraudulent or other unlawful activity.

- 6.2. **Service Providers.** We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a “**Service Provider**”). In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share a limited amount of your data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.

7. COMMUNICATION SERVICES. We may provide you with the opportunity to communicate with other Users within the Services, or with other third parties through the Services (“**Communication Services**”). You may choose whether or not you would like to use the Communication Services. You agree that you have received permission to communicate with any third parties who are not Users through the Communication Services, and that such third parties have agreed to SkyCentrics’s use and disclosure of data available in the Communication Services in accordance with this Agreement. Users who you communicate with may have access in the future to the data provided through the Communication Services, and you may not have the ability to restrict that access. SkyCentrics’s systems may extract certain data (e.g., numbers, names, or attachments) from the Communication Services and provide it to you in other parts of the Services

8. APPLE REQUIREMENTS If you downloaded the Services from the Apple iTunes Store the following apply:

- 8.1. **Acknowledgement:** You acknowledge that this Agreement is between you and SkyCentrics only, and not with Apple, and SkyCentrics, not Apple, is solely responsible for the Services and the content thereof.
- 8.2. **Scope of License:** The license granted to you for the Services is a limited, non-transferable license to use the Services on an iOS product that you own or control and as permitted by the Usage Rules set forth in the Apple iTunes App Store Terms of Service.
- 8.3. **Maintenance and Support:** SkyCentrics and not Apple is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.
- 8.4. **Warranty:** SkyCentrics is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, you may notify

Apple, and Apple will refund the purchase price for the Services in the Apple iTunes App Store to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be SkyCentrics's sole responsibility, as between SkyCentrics and Apple.

- 8.5. **Product Claims:** SkyCentrics, not Apple, is responsible for addressing any user or third party claims relating to the Services or the user's possession and/or use of the Services, including, but not limited to: (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- 8.6. **Intellectual Property Rights:** You acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- 8.7. **Legal Compliance:** You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 8.8. **Developer Contact Info:** Direct any questions, complaints or claims to: SkyCentrics Inc, 1474 University Ave, #221, Berkeley, CA 94702.
- 8.9. **Third Party Beneficiary:** You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.