

**VIKING MONITOR MOBILE APPLICATION
END USER LICENSE AGREEMENT AND TERMS OF USE**

Controlling access to your property has never been easier! Viking Access Systems, LLC provides you with the ability to control your electric gates and doors from anywhere in the world. With one click, leave your gate or doors open for your guests; easily set up and control multiple Viking Systems, all in one application available for Android and iOS users.

This End User License Agreement and Terms of Use ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Viking Access Systems, LLC ("**VIKING**"). This Agreement governs your use of VIKING's Mobile Application accessible through the Apple App Store and Google Play Store or through different or additional websites later designated by VIKING, including all related documentation, (the "**VIKING MONITOR**"). The VIKING MONITOR is licensed, not sold, to you.

IMPORTANT WARNING: TO REDUCE THE RISK OF SERIOUS INJURY OR DEATH, YOU MUST NEVER PERMIT CHILDREN TO ACCESS, USE, OPERATE OR PLAY WITH ANY DEVICE OPERATED BY VIKING ACCESS SYSTEMS, LLC OR ANY CONTROLS THEREOF. YOU MUST NEVER USE THE VIKING MONITOR WHILE DRIVING.

BY CLICKING THE "AGREE" BUTTON OR DOWNLOADING, INSTALLING AND/OR USING THE VIKING MONITOR, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE VIKING MONITOR AND DELETE IT FROM YOUR MOBILE DEVICE.

VIKING collects information from you or about or related to your use of the VIKING MONITOR. A description of VIKING's practices related to personal information and other data we collect are included in VIKING's Privacy Policy [www.vikingaccess.com/viking-monitor-privacy-policy].

1. License Grant. Subject to the terms of this Agreement, VIKING grants you a limited, non-exclusive, and nontransferable license (License) to:

(a) download, install, and use the VIKING MONITOR for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the VIKING MONITOR's documentation.

2. License Fees. VIKING does not currently charge fees for your access to, or use of, the VIKING Access Systems or the VIKING MONITOR ("License Fees"). VIKING, however, reserves the right in the future to charge License Fees, including License Fees for (i) new services, (ii) new apps, or (iii) your continued access to and use of all or certain features or functionalities of Viking Access Systems. Moreover, third parties whose products or services are compatible with Viking Access Systems may choose to independently impose a fee, for which you will be solely responsible.

(a) A. License Fees (if any) will be set at the time you are offered the opportunity to procure such services or apps or to continue to use or access any of the Viking Access Systems.

(b) In its sole discretion, VIKING may offer you a free trial period before any License Fee becomes effective.

3. License Restrictions. Licensee shall not:

(a) copy the VIKING MONITOR, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the VIKING MONITOR;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the VIKING MONITOR 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 VIKING MONITOR, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the VIKING MONITOR, or any features or functionality of the VIKING MONITOR, to any third party for any reason, including by making the VIKING MONITOR available on a network where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the VIKING MONITOR.

4. Your Responsible Usage: You acknowledge and agree as follows:

(i) The VIKING MONITOR is NOT an “alarm” or security system, and is not intended to function or be used as such. VIKING does not provide central station or other monitoring of VIKING Access Systems or any items connected to VIKING Access Systems; such monitoring is solely your responsibility. VIKING Access Systems does NOT provide fire, heat, smoke, carbon monoxide, burglar, motion sensor, or other alarm or detection capabilities and must not be used as a substitute for appropriate home safety detectors or equipment or other items required by applicable laws or building codes.

(ii) You are solely responsible for ensuring that all equipment connected to VIKING Access Systems is correctly and safely installed and maintained in proper working order. VIKING will have no responsibility or liability whatsoever for any failure or malfunction of any garage door opener or other product or device connected to or activated by Viking Access Systems, including the device hardware (e.g., OEM garage door openers, lamps, etc.).

(iii) You are solely responsible for providing internet connectivity and electric power needed to operate Viking Access Systems. VIKING will have no responsibility or liability for interruptions of electric power or internet connectivity, whether localized to you or VIKING or applicable to Viking Access Systems as a whole.

(iv) Viking Access Systems may automatically download and install in or on Viking Access Systems certain updates for the web interfaces, the VIKING MONITOR or other mobile apps that may be made available by VIKING, device code or other software of Viking Access Systems, and you hereby consent to such downloading and installation without any separate notice thereof from VIKING. You also agree to receive and install such downloads.

(v) If you or VIKING terminates the License or if you allow the License to expire or become subject to Suspension, your data (including any of your data stored on or in connection with Viking Access Systems) may not be preserved.

(vi) VIKING may change Viking Access Systems at any time without providing you notice and without having any liability to you or any other person or entity. VIKING may post descriptions of changes to Viking Access Systems on a Site. If you do not agree with any such changes, your sole and exclusive

remedy is to not use Viking Access Systems. Your continued use of VIKING Access Systems indicates your acceptance of, and agreement to, such changes.

(vii) You understand that your Mobile Device or any device or software connected to the internet are subject to inherent risks common to the internet, such as hackers, viruses, and other harmful code and bad actors. VIKING will have no responsibility or liability for wrongful acts or conduct of any third party committed through use of the internet that may affect you or Viking Access Systems. You agree that no data transmitted over the VIKING networks, the internet, or through wireless means is or can be guaranteed to be secure. VIKING does not guarantee that data submitted or transmitted to VIKING will be free from unauthorized disclosure, access, misappropriation or intrusion.

(viii) Because your Mobile Device communicates with VIKING by transmitting information through wireless means and over the internet, the availability of Viking Access Systems cannot be guaranteed and is also subject to other limitations as may be specified by VIKING from time to time, including the following restrictions: (a) your Mobile Device must be registered with VIKING through the applicable Site, and Viking Access Systems must be connected to your registered Mobile Device; and (b) Viking Access Systems may not be available when the internet, your wireless connection or your Mobile Device connection is not working properly.

IMPORTANT WARNING: TO REDUCE THE RISK OF SERIOUS INJURY OR DEATH, YOU MUST NEVER PERMIT CHILDREN TO ACCESS, USE, OPERATE OR PLAY WITH WEB INTERFACES, INCLUDING BUT NOT LIMITED TO THE VIKING MONITOR OR OTHER PARTS OF VIKING ACCESS SYSTEMS, OR ANY CONTROLS THEREOF, AND YOU MUST NEVER USE ANY OPERATOR OR ACCESS DEVICE CONTROLS OF WEB INTERFACES, VIKING MONITOR OR OTHER PARTS OF VIKING ACCESS SYSTEMS WHILE DRIVING.

5. Reservation of Rights. You acknowledge and agree that the VIKING MONITOR is provided under license, and not sold, to you. You do not acquire any ownership interest in the VIKING MONITOR under this Agreement, or any other rights thereto other than to use the VIKING MONITOR in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. VIKING reserves and shall retain its entire right, title, and interest in and to the VIKING MONITOR, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

6. Collection and Use of Your Information. You acknowledge that when you download, install, or use the VIKING MONITOR, VIKING may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the VIKING MONITOR. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the

VIKING MONITOR or certain of its features or functionality, and the VIKING MONITOR may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this VIKING MONITOR is subject to our Privacy Policy [www.vikingaccess.com/viking-monitor-privacy-policy]. By downloading, installing, using, and providing information to or through this VIKING MONITOR, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

7. Updates. VIKING may from time to time in its sole discretion develop and provide VIKING MONITOR 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 VIKING has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

(a) the VIKING MONITOR will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

(c) You shall promptly download and install all Updates and acknowledge and agree that the VIKING MONITOR or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the VIKING MONITOR and be subject to all terms and conditions of this Agreement.

8. Third-Party Materials. The VIKING MONITOR may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that VIKING is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. VIKING 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.

9. Use Of Third Party Devices: If you choose to use any of the Viking Access Systems with any service or device from anyone other than VIKING (a "Third-Party Supplier"), you acknowledge and agree that:

(a) You authorize VIKING to (i) perform the actions and (ii) share the information or requests provided to or received by VIKING in connection with your use of or access to any third-party service or device in connection with the Viking Access Systems. For example, if you use any of the Viking Access Systems in connection with a voice-enabled command system such as Google's Assistant, you

authorize Google and VIKING (without the need for further permission from you) to exchange any and all information (including credentials) deemed necessary or appropriate by VIKING for the execution of voice commands provided through Google's Assistant.

(b) Any communication in connection with Viking Access Systems, whether to or from a third-party device or software system that you use shall be deemed a communication authorized by you. You agree that VIKING may provide such Third-Party Suppliers with information regarding your Viking Access System. Without limitation, this includes information such as status of the garage door (open or closed).

(c) You agree that VIKING may monitor all interactions (including commands) between you and any Third-Party Supplier in connection with your use of the Viking Access Systems.

(d) VIKING reserves the right in its absolute discretion to (i) decline to communicate with or (ii) stop communicating with any site (or group of sites), system or device offered by any third party. Without limitation, this means that VIKING may decline to make, or cease making, the Viking Access Systems compatible with the services or devices of any Third-Party Supplier. While VIKING reserves the right to make any and all decisions regarding communications or compatibility with Third-Party Suppliers without notice, it will attempt to provide advance notice if there is no perceived imminent threat to the Viking Access Systems.

(e) Use of any device or service offered by a Third-Party Supplier in connection with the Viking Access Systems is subject to both these Terms and the terms and conditions of such Third-Party Supplier.

(f) The VIKING Access Systems may be used with products or services from Third-Party Suppliers that VIKING did not provide, develop or manufacture. VIKING has no responsibility or liability (i) for such products or services; (ii) the integration of the VIKING Access Systems with such products or services; or (iii) any problems, injuries, losses, or damages caused by or attributable to such products or services.

(g) You will also: (i) accurately furnish all contact and other information requested by VIKING and notify VIKING immediately of any change in such information, including a change in ownership of any Mobile Device or any residence at which a Mobile Device is installed; (ii) properly maintain your Mobile Device; (iii) not use Viking Access Systems including the VIKING MONITOR in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; (iv) not use the Viking Access Systems including the VIKING MONITOR in any manner other than as intended by VIKING and expressly permitted by these Terms; (v) not use the the VIKING Access Systems including the VIKING MONITOR, in any manner that could harm VIKING, its service providers, its affiliates, or any other person; and (vi) strictly

comply with this Agreement and any other requirements or restrictions requested or imposed by VIKING from time to time.

10. Term and Termination.

(a) The term of Agreement commences when you download and or use the VIKING MONITOR, and will continue in effect until terminated by you or VIKING, as set forth in this Section 10.

(b) You may terminate this Agreement by deleting the VIKING MONITOR and all copies thereof from your Mobile Device.

(c) VIKING may terminate this Agreement at any time without notice if it ceases to support the VIKING MONITOR, which VIKING may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate;
and

(ii) you must cease all use of the VIKING MONITOR and delete all copies of the VIKING MONITOR from your Mobile Device and account.

(e) Termination will not limit any of VIKING's rights or remedies at law or in equity.

11. Disclaimer of Warranties. THE VIKING MONITOR IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VIKING, 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 VIKING MONITOR, 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, VIKING PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE VIKING MONITOR WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY 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.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, 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 VIKING OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE VIKING MONITOR OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE VIKING MONITOR.

(c) 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 VIKING 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 VIKING and its officers, directors, employees, agents, affiliates, 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 attorneys' fees, arising from or relating to your use or misuse of any of the Viking Access Systems including the VIKING MONITOR or your breach of this Agreement.

14. Export Regulation. The VIKING MONITOR may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the VIKING MONITOR to, or make the VIKING MONITOR accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to

exporting, re-exporting, releasing, or otherwise making the VIKING MONITOR available outside the US.

15. US Government Rights. The VIKING MONITOR is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the VIKING MONITOR as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

16. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

17. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the VIKING MONITOR shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Irvine and Orange County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Limitation of Time to File Claims. **ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE VIKING MONITOR MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

19. Entire Agreement. This Agreement, and our Privacy Policy constitute the entire agreement between you and VIKING with respect to the VIKING MONITOR and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the VIKING MONITOR.

20. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, 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. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.