



# INFIL-Tracker and Rain-mX

## END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“EULA”) GOVERNS YOUR USE OF THE SENSOR SOFTWARE AND RESULTANT DATA. THIS EULA IS A BINDING AGREEMENT BETWEEN P4 INFRASTRUCTURE, INC. (THE “COMPANY”) AND YOU (THE “CUSTOMER”).

THE COMPANY PROVIDES THE SENSOR SOFTWARE AND RESULTANT DATA SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND THE SUBSCRIPTION AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY USING THE SOFTWARE AND RESULTANT DATA YOU ARE AGREEING THAT YOU ACCEPT AND WILL BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE COMPANY WILL NOT AND DOES NOT LICENSE THE SOFTWARE OR RESULTANT DATA TO YOU AND YOU MUST NOT USE THE SENSOR SOFTWARE OR RESULTANT DATA.

### 1. Definitions.

- (a) “Authorized User” means any employee of Customer who is using the Subscription Services solely in fulfillment of his or her employment duties. All Authorized Users are bound by the terms of this Agreement.
- (b) “Customer Data” means all data, information, and other content of any type and in any format, medium, or form, whether audio, visual, digital, screen, or other, that is input, uploaded to, placed into any device, system, or network by Customer. For the avoidance of doubt, Resultant Data is not Customer Data.
- (c) “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- (d) “Person” means an individual, including employees, agents, and contractors, as well as a corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- (e) “Resultant Data” means data generated by the Sensor Device set forth on the Subscription Order and accessed via the Sensor Software.
- (f) “Sensor Device” means a device that consists of the Company’s sensor, computer hardware, and battery system set forth on the Subscription Order.

- (g) “Sensor Software” means the Company’s cloud-based software program and application which is made up of the Company’s proprietary software as more adequately described in the applicable Subscription Order, which provides Customer access to the Resultant Data.
- (h) “Subscription Agreement” means the Subscription Order and the Subscription Services Agreement between you and the Company.

### 2. License.

- (a) Software. Subject to the terms of this EULA and the Subscription Agreement, the Company grants you a limited, non-exclusive, non-transferable, non-sublicenseable right during the Term to use, solely by the Customer or an Authorized User, the Sensor Software.
- (b) Resultant Data. Subject to the terms of this EULA, the Company grants you a perpetual, non-exclusive, non-transferable, and non-sublicenseable right to use, solely by the Customer or an Authorized User, the Resultant Data.
- (c) Acknowledgment. You acknowledge and agree that the Sensor Software and Resultant Data is provided under license, and not sold, to you. You do not acquire any ownership interest in the Sensor Software or Resultant Data under this EULA or any other rights thereto other than to use the Sensor Software and Resultant Data in accordance with the license granted, and subject to all terms, conditions and restrictions, under this EULA and the Subscription Agreement. The Company reserves and shall retain its entire right, title and interest in and to the Sensor Software and Resultant Data, including all copyrights, trademarks and other Intellectual Property Rights therein or relating thereto, except as expressly granted to you in this EULA and the Subscription Agreement.
- (d) Sharing of Resultant Data. The Company may use, copy, modify, publish, license or redistribute the Resultant Data for any purpose and in any way without any compensation to you.

### 3. License / Use Restrictions. You shall not:

- (a) Copy the Sensor Software;
- (b) Translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Sensor Software;
- (c) Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software 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 Sensor Software, including any copy thereof;

- (e) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Sensor Software or Resultant Data, or any features or functionality of the Sensor Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;
- (f) Remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Sensor Software;
- (g) Use the Sensor Software in violation of any law, regulation or rule;
- (h) Use the Sensor Software or Resultant Data for any purpose except Customer's non-commercial, learning, training, research and development purposes.
- (i) Use the Sensor Software for purposes of competitive analysis of the Sensor Software, the development of a competing software product or service, or any other purpose that is to the Company's commercial disadvantage;
- (j) Bypass or breach any security device or protection used by the Sensor Software or access or use the Sensor Software other than through the use of your own then valid access credentials;
- (k) Input, upload, transmit or otherwise provide to or through the Sensor Software any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; or
- (l) Access or use the Sensor Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law.

#### 4. *Responsibility for Use of the Software.*

You are responsible and liable for all uses of the Sensor Software through access thereto provided by you, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Sensor Software by any other Person to whom you may provide access to or use of the Sensor Software, whether such access or use is permitted by or in violation of this EULA.

#### 5. *Third Party Materials.*

The Sensor Software may display, include or make available third party content (including data, content, materials, and information in any form or medium, software, and other products services and/or materials including specifications, or products) or provide links to third party websites or services, including through third party advertising, relating to the Sensor Software that are not proprietary to the Company ("Third Party Materials"). You acknowledge and agree that the Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The 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 at entirely at your own risk and subject to such third parties' terms and conditions.

#### 6. *Suspension or Termination of Services.*

The Company may, directly or indirectly, suspend, terminate or otherwise deny the Customer's, an Authorized User's or any other Person's access to or use of all or any part of the Sensor Software, without incurring any resulting obligation or liability, if:

- (a) The Subscription Agreement between you and the Company has expired or been terminated;
- (b) the Company receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires the Company to do so; or
- (c) the Company believes, in its sole discretion, that: (i) you have failed to comply with any term of this EULA or the Subscription Agreement, or accessed or used the Sensor Software beyond the scope of the rights granted or for a purpose not authorized under this EULA or in any manner that does not comply with any instruction or requirement of this EULA or the Subscription Agreement; (ii) you have been, or are likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Sensor Software; or (iii) this EULA expires or is terminated. This Section does not limit any of the Company's other rights or remedies, whether at law, in equity or under this EULA.

#### 7. *Intellectual Property Rights.*

- (a) Software and Resultant Data. All right, title and interest in and to the Sensor Software, including all Intellectual Property Rights therein, and the Resultant Data are and will remain with the Company and the respective rights holders in the Third Party Materials. All other rights in and to the Sensor Software (including Third Party Materials) and Resultant Data are expressly reserved by the Company and the respective third party licensors. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to the Company an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.
- (b) Customer Data. As between you and the Company, the Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted herein. The Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data: (i) to the Company as are necessary or useful to perform the services; and (ii) to the Company as are necessary or useful to enforce this EULA and exercise and perform its rights hereunder.
- (c) Aggregated Data. We may share non-personal information (for example, aggregated or anonymized customer data) publicly and with our partners. We take steps to keep this non-personal information from being associated with you and we require our partners to do the same.

#### 8. *Confidentiality.*

- (a) Confidential Information. In connection with this EULA, each of the parties may disclose to the other party information that relates to the disclosing party's or disclosing party's customers' business operations, financial condition, customers, recipients, products, services, or technical knowledge ("Confidential Information"). Except as otherwise specifically agreed in writing, each party agrees that: (i) all information communicated to it by the other in connection with this EULA and identified as confidential and (ii) all information communicated to it that reasonably should have been understood by the receiving party, because of confidentiality, descriptions or similar legends, the circumstances of disclosure or the nature of the information itself, to be confidential to the disclosing party, will be Confidential Information and will be deemed to have been received in confidence and will be used only for purposes of the Agreement. Company Confidential Information includes the Sensor Software, Resultant Data, the terms of this EULA, development plans, and any security specifications, reports or assessments related to the Sensor Software, the Company or its Third Party Materials. Customer Confidential Information includes Customer Data.
- (b) Standard of Care: Third Parties. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties

the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under the Agreement; provided, however, that Customer shall ensure that each Authorized User shall comply with these confidentiality provisions. All third persons engaged by any party shall be in compliance with this Section 8.

- (c) **Exclusions; Permitted Use.** This section will not apply to any particular information that either party can demonstrate (i) was, at the time of disclosure to it, in the public domain, (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party, (iii) was in the possession of the receiving party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation, (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it, or (v) was independently developed by or for the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 8 for disclosing Confidential Information of the other party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, and to the extent it is legally permissible, such party advises the other party prior to making such disclosure and provides a reasonable opportunity to the other party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.
- (d) **Unauthorized Access.** Each party will: (i) notify the other party promptly of any unauthorized possession, use, or knowledge of the other party's Confidential Information by any person that may become known to such party, (ii) promptly furnish to the other party details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information, (iii) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights, and (iv) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use, or knowledge of Confidential Information.

## 9. Representations and Warranties.

- (a) **Authorized User Representations, Warranties and Covenants.** You represent, warrant, and covenant to the Company that you own or otherwise have and will have the necessary rights and consents in and relating to the Customer Data so that, as received by the Company and processed in accordance with this EULA, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.
- (b) **DISCLAIMER OF WARRANTIES.** IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN THE SUBSCRIPTION AGREEMENT, THE SENSOR SOFTWARE IS PROVIDED "AS IS" AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING,

USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SENSOR SOFTWARE, THE RESULTANT DATA OR RESULTS OF THE USE THEREOF, WILL MEET THE CUSTOMER'S OR AUTHORIZED USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

## 10. Indemnification.

In addition to the indemnification obligations set forth in the Subscription Agreement, the following provisions will apply:

- (a) **Customer Indemnification.** The Customer shall indemnify, defend and hold harmless and advance defense costs (if requested by the indemnified parties) the Company and its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "Company Indemnitee") to the fullest extent provided by law for any losses, claims, damages, awards, judgments, costs, penalties or injuries incurred by any third party, including reasonable attorneys' fees, which arise from, out of, or relate to:
- (i) Customer Data;
  - (ii) Any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of the Customer or any Authorized User, including the Company's compliance with any specifications or directions provided by or on behalf of the Customer or any Authorized User to the extent prepared without any contribution by the Company;
  - (iii) Allegation of facts that, if true, would constitute the Customer's breach of any of its representations, warranties, covenants or obligations under this EULA; or
  - (iv) Negligence or more culpable act or omission (including recklessness or willful misconduct) by the Customer or any third party on behalf of the Customer in connection with this EULA.
- (b) **Company Indemnification.** Company shall indemnify, defend and hold harmless Customer from and against any and all losses, claims, damages, awards, judgments, costs, or penalties ("Losses") incurred by Customer its officers, directors, employees, agents, successors and assigns ("Customer Indemnitee") arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party (other than an affiliate of Customer) to the extent that such Losses arise from any allegation in such Action that Customer's use of the Sensor Software (excluding Customer Data and Third Party Materials) in compliance with this EULA infringes a U.S. Intellectual Property Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:
- (i) access to or use of the Sensor Software in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Company, or allowed for in any Sensor Software documentation provided by the Company;
  - (ii) modification of the Sensor Software other than: [a] by or on behalf of Company; or [b] with Company's written approval in accordance with Company's written specification; or

- (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Company.

#### 11. Limitation on Liability.

NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR THE SENSOR SUBSCRIPTION IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIER OF THIRD PARTY MATERIALS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER. The parties agree that the limitations specified in this Section 11 (Limitation of Liability) will survive and apply even if any limited remedy specified in this EULA is found to have failed of its essential purpose.

#### 12. Term and Termination.

- (a) Term. Except as otherwise provided in the Subscription Order, this EULA shall commence on the date set forth in the Subscription Order with respect to the Sensor Software and shall continue in force until the termination or expiration thereof as provided in the Subscription Agreement (the "Term").
- (b) Effect of Termination; Survival. Neither expiration nor termination of the EULA will terminate those obligations and rights of the parties pursuant to provisions of the EULA which by their express terms are intended to survive and such provisions will survive the expiration or termination of the EULA. Without limiting the foregoing, the respective rights and obligations of the parties under Sections 1, 7, 8, 9, 10, 11, 12 and 13 of this EULA will survive the expiration or termination of the Agreement regardless of when such termination becomes effective.

#### 13. General Provisions.

- (a) Emergency Services. Customer understands and agrees that the Sensor Software is not a 911 service or dispatch center, an emergency service provider or dispatch service. PLEASE DO NOT CONTACT THE COMPANY WITH ANY LIFE/SAFETY EMERGENCY OR ANY OTHER EMERGENCY. IF YOU HAVE ANY SUCH EMERGENCY, YOU SHOULD IMMEDIATELY CONTACT THE POLICE, FIRE DEPARTMENT, 911 OR APPROPRIATE EMERGENCY RESPONSE SERVICE.
- (b) Amendments. Unless otherwise provided in this EULA, no changes, alteration or modifications to this EULA shall be effective unless in writing and signed by the respective duly authorized representatives of the parties.
- (c) Assignment. Neither Party may assign this EULA without the prior written consent of the other Party. This EULA shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- (d) Entire Agreement. This EULA, the Subscription Agreement and the Subscription Order, including all exhibits, sets forth the entire agreement between the parties with respect to the specific subject matter of this EULA and supersedes all prior agreements or

understandings, whether written or oral, between the parties regarding the subject matter of this EULA. If there is any inconsistency between the terms of this EULA and the terms of the Subscription Agreement, the terms of this EULA shall prevail.

- (e) Severability. If any provision of this EULA is invalid or unenforceable under applicable law, it shall be deemed omitted to the extent required, and the remaining provisions shall remain in full force and effect.
- (f) Governing Law. This EULA shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin, USA.