

Synapse Wireless, Inc. Terms and Conditions of Subscription Sale

These Terms and Conditions of Sale (“Terms”) govern the purchase and use of the cloud software subscription service (“Service”, “Subscription”) provided by Synapse Wireless, Inc. (“Seller”, “Company”, “we”, “us”, or “our”). By purchasing a subscription to the Service, you (“Buyer”, “Customer”, “you”, or “your”) agree to these Terms. If you do not agree to these Terms, do not purchase the Service.

- ENTIRE AGREEMENT.** Each party agrees that all sales of Subscriptions and Services by Seller to Buyer are governed by these Terms and Conditions of Sale which supersede any other terms of Buyer or Seller. Each party agrees that these Terms and Conditions of Sale will also govern all sales of Services to Buyer by any Synapse Wireless, Inc. subsidiary, affiliate, or division, in which case such subsidiary, affiliate, or division will be the “Seller” under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate, or division). Buyer acknowledges that these Terms and Conditions of Sale are subject to change from time to time and the parties agree that each sale of Services will be governed by the version of Terms and Conditions of Subscription Sale available online at www.synapsewireless.com under the Resources and Terms and Conditions link at the time of acceptance by Seller of an order for such Services. The Terms and Conditions of Sale and the order for Services from Buyer and agreed by Seller (“Order) or other contract documents to which they apply (including any End User License Agreement provided in connection with the Services) constitute the entire agreement between the parties with respect to Services (“Agreement”). All references by Seller to Buyer’s specifications and similar requirements are only to describe Services and work covered hereby and no warranties or other terms will have any force or effect. No other terms of Buyer, no modification, amendment, or waiver to this Agreement, and no cancellation, change, or return of any Order under this Agreement will be binding on either party until agreed in writing by such party’s authorized representative. Buyer may not rely on any representation, promise, or term not set forth herein and Seller expressly objects to and rejects all terms not contained in this Agreement. Seller’s acceptance of Orders, whether oral or written, and/or its delivery of Services to Buyer is based on the express condition that Buyer agrees to all these Terms and Conditions of Sale
- SUBSCRIPTION SERVICES.** The service is a cloud-based software solution lighting and energy management solutions. Subscription begins when Seller invoices Buyer and will continue for a period defined by your purchase agreement. Services purchased are paid in full in advance and will renew automatically at the conclusion of the initial subscription period. Automatic renewals will be charged to the payment method on file and extend the subscription for one year and will continue until the Service is cancelled. The renewal rate is subject to change, but Buyer will be notified of any change in your annual rate with the option to cancel in accordance with these terms. Buyer will be required to make all payments due regardless of whether Buyer chooses to access the or use the Services provided.
- CANCELLATION POLICY.** You may cancel your subscription at any time within any annual subscription period. However, any cancellation will only become effective at the end of the subscription period it was submitted in. No refunds and/or rebates will be paid for any part of the subscription. Upon request to cancel, you will receive an email confirmation within 24 business hours that the cancellation has been completed. If you do not receive this confirmation within that time, please contact Customer Support within 48 business hours to resolve or your cancellation request will be considered invalid. You are still responsible for any past due payments before your cancellation request was received and will need to be paid in full even after a cancellation request is processed.
- PRICES; PAYMENT.** Prices are stated on the Order or invoice document and payment terms are “prepaid” unless credit is extended in Seller’s discretion. If credit is extended, payment terms are net thirty (30) days from date of invoice. Seller’s prices do not include sales, use, excise, or other similar taxes and Buyer agrees to pay the amount of any present or future such tax in addition to the price specified in each Order, unless Buyer, at the time of sale, provides Seller with all tax exemption certificates required by taxing authorities. If Seller has any cause to question Buyer’s ability to perform, Seller may demand such assurances of Buyer’s performance as Seller deems necessary in its discretion, including payment in advance. If (A) Buyer fails to provide Seller with such assurance within ten (10) calendar days of Seller’s demand, or (B) Buyer is declared bankrupt or insolvent or any proceeding is brought against Buyer, voluntarily or involuntarily, under any bankruptcy or insolvency laws, or (C) Buyer fails to make payment for Services when due, Seller may suspend its performance, cancel any Order then outstanding, receive reimbursement for its reasonable and proper cancellation charges, and collect any sums due and owing, its reasonable cancellation charges, and all damages resulting from Buyer’s default. Additionally, if Buyer fails to make payment for Service when due, Buyer’s account will be deemed delinquent and Buyer will be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever

Synapse Wireless, Inc. Terms and Conditions of Subscription Sale

is greater, on any unpaid amount. Buyer will be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorneys' fees.

5. **FORCE MAJEURE; DEFERRED DELIVERY.** Seller will not be liable for any expense, loss, or damage resulting from delay in delivery or prevention of performance caused by any event beyond Seller's reasonable control ("Force Majeure"), including but not limited to: fire; flood; storm; act of God; strike, labor dispute or labor shortage; lack of or inability to obtain materials, fuels, supplies or equipment; civil unrest or riot; pandemic; accident; transportation delay or shortage; act or failure to act of Buyer or any government. Seller will have such additional time for performance as reasonably necessary under the circumstances and may adjust the price to reflect increases caused by Force Majeure. Buyer's acceptance of any Service will constitute Buyer's waiver of any claim for damages for any delay in delivery of such Service.
6. **INTELLECTUAL PROPERTY.**
 - a. Ownership. Except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of Seller's Intellectual Property rights to Buyer, and Seller will retain exclusive interest in and ownership of its Intellectual Property developed prior to entering this Agreement or developed outside the scope of this Agreement.
 - b. Definitions.
 - i. "Intellectual Property" means all of the following in any jurisdiction in the world:
 1. trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the trademarks and service marks,
 2. copyrights, including all applications and registrations relating to them,
 3. trade secrets and confidential know-how,
 4. patents and patent applications,
 5. websites and internet domain name registrations,
 6. other intellectual property and related proprietary rights.
 - ii. "Modifications" means all additions, updates, and bug patches to, improvements on, new versions of and other modifications to Intellectual Property made by either party during this Agreement.
7. **WARRANTY.** Services are provided by Seller "AS IS" with no warranty of any kind.
8. **LIMITATION OF LIABILITY. THE WARRANTY IN SECTION 7 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ANY OTHER MATTER. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER WILL NOT BE LIABLE, AND BUYER AGREES TO INDEMNIFY SELLER, FOR ALL PERSONAL INJURY, PROPERTY DAMAGE, AND OTHER LIABILITY RESULTING IN WHOLE OR PART FROM BUYER'S NEGLIGENCE OR WILLFUL MISCONDUCT. NO CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE MAY BE BROUGHT AGAINST SELLER MORE THAN TWENTY-FOUR (24) MONTHS AFTER DELIVERY OF GOODS TO BUYER. In any contract by Buyer for resale of Services, Buyer will effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury, and will exclude, as against Seller, any liability for special or consequential damages. THE SERVICE IS NOT DESIGNED OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, AIR-TRAFFIC CONTROL, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE FAILURE OF THE SERVICE COULD LEAD TO PERSONAL INJURY, ILLNESS, OR DEATH. BUYER WILL INDEMNIFY AND HOLD SELLER AND ITS AFFILIATES HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGES, AND EXPENSES, AND REASONABLE ATTORNEYS' FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE UNINTENDED USE OF THE SERVICE AND ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY, OR DEATH ASSOCIATED WITH ANY UNINTENDED USE, EVEN IF SUCH CLAIM ALLEGES THAT A SELLER PARTY WAS NEGLIGENT REGARDING THE DESIGN OR DEVELOPMENT OF THE SERVICE.**
9. **CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION.** This Agreement and all rights and obligations hereunder will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims, and controversies ("Dispute") between the parties arising out of or relating to this Agreement, including but not limited to Disputes based on or arising from an alleged tort, will be resolved by binding arbitration in accordance with the Delaware Rapid Arbitration Act ("DRAA"). Disputes will be arbitrated in Wilmington,

Synapse Wireless, Inc. Terms and Conditions of Subscription Sale

Delaware. The parties will select arbitrators in accordance with the DRAA. The parties may mutually agree on the rules governing such arbitration, provided that such rules, and any additional or different rules, are consistent with the DRAA. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. No Dispute will be arbitrated as a class action, representative or general public action, collective action, private attorney-general action, or otherwise be joined with claims of any other person ("Collective Proceedings"). If (A) this limitation on Collective Proceedings is held by an arbitrator or court of competent jurisdiction to be unenforceable or interpreted to not prevent a Collective Proceeding, and/or (B) any arbitrator or court renders a decision regarding the question of arbitrability under the DRAA such that the Dispute is not arbitrated in accordance with the DRAA, then such Dispute will proceed in a court of law as provided below and not arbitration. Notwithstanding the foregoing, Seller reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the state or federal courts of Delaware and the parties irrevocably agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be the state and federal courts of Delaware, to which jurisdiction each party irrevocably submits. Each party waives any objection or defense that it is not personally subject to jurisdiction of the state and federal courts of Delaware; that venue of the action is improper; and that the action, suit, or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY.

10. **COMPLIANCE WITH LAWS.** Each party represents and warrants, in connection with transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it will comply with all applicable federal, state, and local laws, codes, regulations, orders, and ordinances, including but not limited to all applicable: (A) laws and regulations regarding export controls, economic sanctions, trade embargoes, anti-boycott restrictions, and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery Act ("Applicable International Trade and Anti-Corruption Laws"); (B) equal employment opportunity laws, regulations, and requirements and laws and regulations prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age, or sex in any term or condition of employment; and (C) laws and regulations addressing human trafficking and slavery. Each party acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees, and/or any other party acting on its behalf ("Related Parties") are familiar with the provisions of Applicable International Trade and Anti-Corruption Laws. Each party agrees to indemnify, defend, and hold harmless the other party and its employees from and against all claims, demands, costs, penalties, and fines arising in connection with any alleged breach by the indemnifying party or any of its Related Parties of this Section. Seller may terminate this Agreement entirely, without liability to Buyer, if Seller believes in good faith that Buyer or any of its Related Parties has violated or intends to violate this Section.
11. **CONFIDENTIALITY.** Neither party will disclose the terms, conditions, or pricing contained in this Agreement to any third party except as required by applicable law, rule, or regulation; provided, however, that either party may disclose such terms, conditions, or pricing to legal, accounting, and professional advisors bound by formal ethical or fiduciary duties requiring such advisors to treat, hold, and maintain such information in accordance with these Terms and Conditions of Sale.
12. **MISCELLANEOUS.**
 - a. No waiver of any provision, right, or remedy contained in this Agreement, including the terms of this Section 13(A), is binding on or effective against a party unless expressly stated in writing and signed by such party's authorized representative. Each party agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance, or trade usage and that reliance on any waiver without the other party's written consent is unreasonable. Waiver by a party of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party's approval or consent to any action proposed by the other will not be considered an agreement to the propriety, fitness, or usefulness of the proposed action, and will not affect the proposing party's obligation to strictly comply with this Agreement and all related Orders.
 - b. Buyer may not assign this Agreement or any rights or obligations hereunder without Seller's prior written consent. Any attempted assignment in violation of this Section is void; however, this Agreement and the Terms and Conditions of Sale contained herein are enforceable against Buyer's successors and permitted assigns.
 - c. Seller's remedies in this Agreement are cumulative and in addition to any other remedies available to Seller, whether at law, equity, or otherwise.

Synapse Wireless, Inc. Terms and Conditions of Subscription Sale

- d. If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.
- e. Each party is an independent contractor with respect to this Agreement and not an agent or employee of the other party.
- f. Any notice, request, demand, or other communication from one party to the other required or permitted to be given under this Agreement will be sent to the address for each party indicated on the applicable Order and (i) delivered in person; (ii) sent by overnight service (signature required); or (iii) sent via email with confirmation of delivery. All notices will be effect on the date of receipt. Parties may change such notice addresses upon written notice to the other party. In the case of notice to Seller, please send a copy to:

Synapse Wireless, Inc.
351 Electronics Blvd Suite D
Huntsville, AL 35824

- g. No provision of this Agreement may be construed against either party as the drafting party. The English language version of this Agreement will govern over any translations.