



TERMS AND CONDITIONS

These Terms and Conditions are part of this Agreement made by and between the Parties on the Effective Date. Capitalized terms used but not defined in these Terms and Conditions have the meaning provided to them in the Order Form.

1. Definitions. The defined terms used in this Agreement, include, without limitation, each of the following:
 - a. “**Activated Device**” means a Device activated on the Platform.
 - b. “**Agreement**” means collectively the Order Form and these Terms and Conditions.
 - c. “**Authorized User**” means each person who Client authorizes to use the Subscription Services on behalf of Client.
 - d. “**Client**” means the client of NterNow that signs as a Party to the Order Form.
 - e. “**Client Data**” means Client’s data that is provided by Client to NterNow in connection with the performance of the Subscription Services.
 - f. “**Client Data Event**” means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data that is transmitted, stored, or otherwise processed through the Subscription Services.
 - g. “**Client Data License**” means Client’s granting to NterNow of a worldwide, royalty-free, non-exclusive, perpetual right and license for NterNow and for NterNow’s subcontractors and other third-party providers to use, process, manipulate, and create derivative works from the Client Data to provide the Subscription Services and otherwise to comply with NterNow’s other obligations under this Agreement and under applicable law.
 - h. “**Confidential Information**” means (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value; and/or (ii) the confidential and proprietary information of any other person or entity that the Discloser is obligated to maintain or hold as confidential. Client’s Confidential Information, includes, without limitation, the Client Data. NterNow’s Confidential Information, includes, without limitation, the Platform and the Subscription Fees. Notwithstanding the foregoing, Confidential Information shall exclude any information that: (i) is required by any court or government authority with competent jurisdiction; (ii) is generally and freely publicly available through no fault of the Recipient; or (iii) can be shown to have been independently originated by the Recipient.
 - i. “**Device**” means a smart lock device.

- j. “**Discloser**” means the Party disclosing Confidential Information to Recipient.
- k. “**Effective Date**” means the date identified as being the effective date in the Order Form, or if no such date is so identified, then the date the Order Form is signed by Client.
- l. “**Equipment**” means any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, smartphones, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- m. “**Host Property**” means real property owned or operated by Client.
- n. “**Initial Subscription Period**” means the initial time period for a Subscription set forth in the Order Form, but if a Pilot Period is set forth for a Subscription in the Order Form and such Subscription is not terminated during the Pilot Period in accordance with this Agreement, then the Initial Subscription Period for such Subscription shall automatically be one (1) year from the Effective Date (which one (1) year period includes the Pilot Period).
- o. “**NterNow**” means Nter Now, LLC, a Georgia limited liability company.
- p. “**NterNow Infringement Claim**” means any third-party claim made or brought against Client alleging that Client’s use of the Platform infringes or otherwise violates such third-party’s valid United States patent, trade secret, copyright, trademark, or other intellectual property right.
- q. “**Order Form**” means the order form entered into between the Parties, which may be in the form of a quote, subscription order form, or any other written document that is made available by NterNow and signed by Client.
- r. “**Party**” means each of NterNow and Client and “**Parties**” means both NterNow and Client.
- s. “**Pilot Period**” means the first ninety (90) days on and after the Effective Date.
- t. “**Platform**” means NterNow’s proprietary mobile application, web application, and smart lock technology platform.
- u. “**Recipient**” means the Party receiving Confidential Information from Discloser.
- v. “**Renewal Subscription Period**” means the same time period as the Initial Subscription Period.
- w. “**Research Data**” means the use Client Data that NterNow uses for research and data compilation in which the results of such data compilation do not identify Client.
- x. “**Subscription**” shall mean a subscription to the Platform for the Subscription Period subject to this Agreement.
- y. “**Subscription Fees**” shall mean any and all the fees (recurring and one-time) set forth in the Order Form to be paid by Client for the Subscription, including without limitation, set-up fees, activation fees, fees for kits, products, etc.

- z. **“Subscription Period”** means the Initial Subscription Period (subject to early termination during the Pilot Period in accordance with this Agreement) and all Renewal Subscription Period(s).
 - aa. **“Subscription Services”** shall mean a Subscription to use the Platform during the Subscription Period to enable Client to have on-demand access to Host Properties using Activated Devices.
 - bb. **“Taxes”** means all taxes associated with the Subscription Services, including, without limitation, any sales/use taxes, and excluding only NterNow’s income and payroll taxes.
 - cc. **“Term”** means the term of this Agreement, which shall commence on the Effective Date and continue through the end of the Subscription Period.
 - dd. **“Terms and Conditions”** means these Terms and Conditions.
2. Subscription Services. NterNow will use commercially reasonable efforts to provide the Subscription Services to Client during the Subscription Period, other than during periods of routine maintenance, periods of updating information and data, and/or other periods beyond NterNow’s reasonable control. During the Subscription Period, NterNow shall have the right to suspend Client’s access to and/or use of the Activated Devices and/or the Platform during the period of any uncured breach by Client.
 3. Pilot Period & Auto-Renewal. If the Order Form provides for a Pilot Period for a Subscription, then either Party may terminate such Subscription at the end of such Pilot Period by providing the other Party with at least thirty (30) days’ prior written notice (i.e., by email or otherwise) of termination of such Subscription, which termination shall become effective at the end of such Pilot Period; but otherwise, such Subscription shall continue for the Initial Subscription Period. After the Initial Subscription Period for any Subscription (regardless of whether such Subscription was subject to a Pilot Period), such Subscription shall automatically continuously renew for Renewal Subscription Period(s), unless and until either Party has provided the other Party with at least thirty (30) days’ prior written notice (i.e., by email or otherwise) of termination of such Subscription, which termination shall become effective at the end of the then current Initial Subscription Period, or the end of the then current Renewal Subscription Period, as applicable. NterNow may increase the pricing for any Renewal Subscription Period upon prior written notice (i.e., by email or otherwise) to Client at least thirty (30) days prior to the commencement of such Renewal Subscription Period.
 4. Term. This Agreement shall remain in effect for the Term. At the end of Term, Client shall promptly pay to NterNow all unpaid amounts owed under this Agreement, each Party shall promptly return to the other Party the other Party’s Confidential Information, and NterNow shall make any Client Data available to Client for electronic retrieval in such Client Data’s then current format for a period of thirty (30) days. Thereafter, NterNow may, but shall not be obligated to, delete Client Data. Notwithstanding the termination of this Agreement, this Section 4, and Sections 5, 7, and 9 through 19 of these Terms and Conditions, shall survive the termination of this Agreement, as well as any other provisions of this Agreement that should logically survive termination.
 5. Subscription Fees. Client shall pay NterNow the Subscription Fees for the Subscription Services in accordance with this Agreement. In addition to the Subscription Fees, Client shall

pay and reimburse NterNow for applicable Taxes. NterNow has the right to invoice for Subscription Fees and Taxes in advance of the activation of a Device and/or the commencement of any monthly or quarterly billing period, as applicable. Client shall pay the Subscription Fees and Taxes upon the earlier of: (i) the time required for payment in the Order Form or elsewhere in this Agreement; and (ii) within thirty (30) days of delivery of NterNow's invoice for the same. All payments are non-refundable. Time is of the essence with respect to Client's payment of Subscription Fees and Taxes. If applicable, Client will credit NterNow the one-time Device order fee upon the ordering of a Device from IglooHome. Such payment shall be processed through the BuildPro system as a credit. Client shall provide NterNow with the unrestricted ability to access and make withdraws from this credit account at any time. If Client believes that NterNow has invoiced an amount to Client incorrectly, Client must contact NterNow no later than thirty (30) days after the receipt of the invoice with such incorrect amount in order to receive an adjustment or credit. Client agrees to pay a \$25 late fee plus interest on late payments at the lower of: (i) the rate of 1.5% per month; and (ii) the maximum rate permitted by applicable law. NterNow will have the right to immediately suspend the Subscription Services, terminate the Subscription Services and this Agreement, recover court costs and reasonable legal fees, and/or take any other appropriate legal action, if Client fails to fully pay any amount owed when due.

6. Authorized Users. Client shall determine the Authorized Users and Client shall upload the names/identities of such Authorized Users into the Platform's dashboard and/or as otherwise directed by NterNow in a timely manner. Subject to the foregoing, NterNow will use commercially reasonable efforts to provide access to Host Properties for Authorized Users after positive identity verification.
7. Liability for Authorized Users. Client is solely responsible and liable for, and hereby agrees to indemnify, defend, and hold harmless NterNow and NterNow's owners, employees, contractors, and affiliates from and against, all actions and omissions of the Authorized Users, anyone else that NterNow reasonably believes is an Authorized User, and each person who accompanies or otherwise obtains access to a Hosted Property through an Authorized User or someone that NterNow reasonably believes is an Authorized User.
8. Training & Documentation. NterNow will provide standard documentation, and online training, for Platform set up, access, and operation. NterNow and Client will use commercially reasonable efforts to provide periodic access-help by phone for Authorized Users during their respective normal business hours.
9. Ownership of the Platform. Client agrees that NterNow owns and shall retain all right, title, and interest in and to the Platform. All discoveries, improvements, inventions, enhancements, error corrections, updates, and trade secrets, made or conceived by NterNow, Client, or any third party, arising out of or relating to the Platform, shall be the sole and exclusive property of NterNow and NterNow shall retain all rights therein, including, without limitation, the right to file and/or maintain any patent or copyright applications thereon. Client agrees to execute and deliver all documents and provide all testimony reasonably requested by NterNow to register and enforce intellectual property rights in the Platform solely in the name of NterNow. Client irrevocably designates and appoints NterNow as its agent and attorney-in-fact to act for and on its behalf to execute, register and file any applications, and to do all other lawfully permitted acts, to further the registration, prosecution, issuance, and enforcement of the intellectual property rights in the Platform with the same legal force and effect as if executed,

registered, and filed by NterNow. All rights not expressly granted to Client are reserved to NterNow and no rights or licenses shall be deemed granted by implication, estoppel or otherwise.

10. Restrictions on the Use of the Platform. Client may access and use the Platform solely for Client's internal use and for no other purpose. Client's right to access and use the Platform does not cover any portions of the Platform that are not made available as part of the Subscription Services. Client shall cooperate with NterNow to help ensure that only Authorized Users use the Platform. Client shall not, and shall not permit any Authorized User, any Client employees, any Client personnel, and/or any other third party, to do any of the following: (i) assign, sell, transfer, loan, rent, lease, sublicense, distribute, timeshare, give away, throw away, discard, and/or make copies of the Platform; (ii) alter, modify, and/or create derivatives of the Platform; (iii) use all or any part of the Platform for any purpose other than as expressly permitted by this Agreement, and/or to develop software and/or provide services that compete with the Platform and/or the Subscription Services; (iv) reverse engineer, decompile, disassemble, and/or otherwise render in human readable form, all or any part of the Platform; (v) apply any procedure or process to the Platform in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code, source listings, and/or object code for the Platform; (vi) use the Platform in violation of applicable law, rule, and/or regulation, including the laws of copyright, trademark, obscenity, defamation; (vii) seek to compromise the security of the Platform, and/or NterNow's and/or its customer's systems or networks by intentionally introducing viruses, worms, Trojan horses or other malicious code, tampering with security mechanisms, and/or other harmful means; (viii) violate the rights of any person through the transmission, storage, use, and/or display of Client Data; (ix) transmit, use, or process any information or data that is infringing, violates the privacy or other rights of any third party; (x) knowingly create large bandwidth-consuming transactions and/or put an unusually large load on all or any part of the Platform; and/or (xi) remove, cover, and/or alter any of NterNow's copyright notices and/or any trademarks, trade names, service marks and/or service names included in the Platform. Client shall be responsible for obtaining and maintaining the Equipment and the security of the Equipment.
11. Client Data; Client Data License; Research Data. Subject to the Client Data License and the rights to Research Data, NterNow agrees that Client owns and shall retain all right, title, and interest in and to all Client Data. Client hereby grants NterNow the Client Data License. Client further grants to NterNow the right to access, compile and use Research Data. Client acknowledges that the Research Data shall not be deemed to be a derivative work of Client Data and that NterNow owns all rights in and to the Research Data and use of such Research Data shall be in NterNow's sole discretion.
12. Protection of Client Data. NterNow will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Client Data. Those safeguards will include, without limitation, measures designed to prevent unauthorized access to or disclosure of Client Data. NterNow will notify Client without unreasonable delay after becoming aware of a Client Data Event. NterNow shall make reasonable efforts to identify the cause of such Client Data Event and take steps as NterNow deems necessary and reasonable in order to remediate the cause of such Client Data Event to the extent the remediation is within NterNow's reasonable control and to the extent that the Client Data Event was not otherwise caused by Client or someone under Client's control or direction.

13. Use of Trademarks and Service Marks. Each Party may use the other Party's trademarks and service marks in the user's marketing, advertising, and promotional materials to promote the user's business.
14. Confidential Information. The Recipient acknowledges that, in connection with this Agreement, the Recipient might be making use of or acquiring the Confidential Information of the Discloser. The Recipient acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. Except as otherwise expressly permitted by this Agreement and/or as needed to perform the Subscription Services, the Recipient agrees that at all times during and after the Term that the Recipient shall not, directly or indirectly, use, divulge or disclose to any person or entity, other than those persons or entities employed or engaged by the Recipient who or which are authorized to receive such information, any of the Confidential Information which was obtained by the Recipient as a result of the performance of this Agreement, and the Recipient shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information for any purpose other than performing its obligations under this Agreement.
15. Indemnity by NterNow. NterNow agrees to indemnify, hold harmless, and defend Client from and against any NterNow Infringement Claim, provided that Client provides NterNow with: (i) written notice of such claim within ten (10) days of Client being notified of such claim; (ii) reasonable cooperation with and assistance to NterNow in the defense and settlement of such claim; and (iii) sole control over the defense and settlement of such claim. In the event of a NterNow Infringement Claim or if NterNow believes a NterNow Infringement Claim is likely, NterNow may, at NterNow's option and expense and as full and complete satisfaction of NterNow's obligation to Client with respect to such NterNow Infringement Claim: (i) modify the infringing or violating portion of the Platform so as to make it non-infringing, while maintaining substantially similar functionality; (ii) replace the infringing or violating portion of the Platform with a non-infringing and/or non-violating product having substantially similar functionality; (iii) obtain, on economically reasonable terms, the right for Client to continue using the infringing or violating portion of the Platform, or (iv) if the previous resolutions are unavailable, terminate this Agreement. Notwithstanding anything in this paragraph to the contrary, NterNow shall have no obligation with respect to any claim if such claim results from or arises out of: (i) Client's continued use of the infringing or violating Platform after receipt of written notice from NterNow to cease using the Platform, or after Client receives a remedy required to correct the infringing or violating Platform; (ii) modifications to the Platform without NterNow's written approval made by any party other than NterNow; (iii) any combination of the Platform with any other products, processes, or materials not provided or approved in writing by NterNow; (iv) Client's use of the Platform other than in accordance with the terms of this Agreement; and/or (v) any part of the Platform developed from or in accordance with specifications or directions provided by Client. THIS PARAGRAPH STATES AND SETS FORTH THE ENTIRE LIABILITY OF NTERNOW, AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT, FOR ANY CLAIM OF INFRINGEMENT WITH RESPECT TO THE PLATFORM.
16. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES REGARDING THE SUBSCRIPTION SERVICES AND/OR THE PLATFORM THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES AND THE PLATFORM ARE

PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS, WARRANTIES, AND/OR CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NTERNOW DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES AND/OR THE PLATFORM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SUBSCRIPTION SERVICES AND/OR THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

17. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS AND EACH PARTY'S OBLIGATIONS UNDER SECTION 7 AND SECTIONS 9 THROUGH 15 OF THIS AGREEMENT, FOR WHICH THERE SHALL BE NO LIMIT TO A PARTY'S LIABILITY UNLESS OTHERWISE EXPRESSLY STATED IN SUCH SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY AND/OR EITHER PARTY'S OWNERS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND/OR ANY OF THE FOREGOING'S RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY CLAIMS AND/OR DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS AND/OR DAMAGES, IN CONNECTION WITH: ANY CLAIM BASED UPON A THIRD-PARTY CLAIM; ANY SOFTWARE AND/OR SERVICES NOT PROVIDED BY NTERNOW; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES; ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF USE, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS; ANY MATTERS BEYOND A PARTY'S REASONABLE CONTROL; AND/OR ANY DIRECT DAMAGES IN EXCESS OF THE SUBSCRIPTION FEES PAID BY CLIENT FOR THE SUBSCRIPTION SERVICES UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE APPLICABLE EVENT GIVING RISING TO THE APPLICABLE CLAIM.
18. Miscellaneous. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with NterNow's prior written consent. NterNow may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement shall be binding upon the Parties and each of their respective successors and permitted assigns. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided in this Agreement. No terms or conditions of any purchase order shall be binding upon a Party unless it is set forth in a written instrument which is signed and delivered on behalf of such Party. If Client issues a formal purchase order in connection with this Agreement, such purchase order must not add any conflicting or additional terms or conditions to those set forth in this Agreement, and such conflicting or additional terms will be null and void and of no force or effect. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind NterNow in any respect whatsoever. In any

action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions.

19. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be electronically (DocuSign or otherwise) or manually signed and then transmitted electronically, by facsimile, and/or by email in .pdf format. The effectiveness of such signatures shall be the same as an original copy with manual signatures, and shall be binding on all Parties.