

SC Argus™ Software-as-a-Service

Sloan Marketplace LLC (collectively "**Sloan Marketplace**") is willing to provide to commercial, government and higher-education building owners, landlords and tenants, including building facility and sustainability managers and various building service agencies who are hired by the property owner, landlord or tenant (each an "**End User Customer**") certain subscription services related to water usage and control in commercial, government and higher-education building facilities (the "**Subscription Service(s)**") that utilize Sloan Marketplace IOT enabled products (the "**Product(s)**") for use in one or more building facilities in accordance with and subject to acceptance of these Terms of Service, as amended from time to time by Sloan Marketplace (these "**Terms**"). Using the browser on your computer, tablet or mobile device, the Subscription Services may be accessed by logging in to the <https://www.Sloan.com> web site (the "**Sloan Marketplace Web Site**"), through the special portal located at <https://sloan.sc-argus.com/SignIn> (the "**Portal**") or by accessing the data and data analytics provided through the Sloan Marketplace Application Programming Interface (API) through your own network.

The Subscription Services are only compatible with Sloan Marketplace Products previously purchased from one of our approved sales representatives or distributors. These Products must also be already installed at one or more of your building facilities. These Terms, together with your registration for the Subscription Services, and the policies and documents identified below, including but not limited to the Sloan Marketplace [Privacy Policy](#), as amended from time to time ("**Privacy Policy**"), the Sloan Marketplace [End-User License Agreement](#), as amended from time to time ("**EULA**") for Product Software, and the Sloan Marketplace [API Use Agreement](#), as amended from time to time, if you are intending to access the Subscription Services through your own network, comprise the entire Agreement between you and Sloan Marketplace with respect to its subject matter (this "**Agreement**"). No contrary or additional terms contained in any order (including any purchase order) shall be part of this Agreement or otherwise be made binding on Sloan Marketplace. Any provision for the on-site installation and/or technical support for the Products, including the use of one or more Sloan Marketplace mobile phone apps for obtaining Product installation support, information about Product signal strength and Product location in any given facility are reflected by their own respective agreements which are not made a part of this Agreement.

BY CLICKING THE "ACCEPT" BUTTON DURING ACCOUNT SETUP, YOU ARE CONCLUDING A LEGAL BINDING AGREEMENT WITH SLOAN MARKETPLACE. IF YOU CLICK THE "DECLINE" BUTTON DURING ACCOUNT SETUP YOU WILL NOT BE PROVIDED ACCESS TO THE SUBSCRIPTION SERVICES. IF AN APPROVED SLOAN MARKETPLACE PRODUCT HAS BEEN INSTALLED AT ONE OR MORE BUILDING FACILITIES AND YOU WOULD LIKE TO RECEIVE THE SUBSCRIPTION SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, AGREE TO BE BOUND BY ALL OF ITS TERMS, AND CONSENT TO THE USE OF ELECTRONIC SIGNATURES. IF YOU CREATE AN ACCOUNT AS AN END USER CUSTOMER AND REGISTER TO USE THE SUBSCRIPTION SERVICES, OR LOG IN OR ARE OTHERWISE PERMITTED ACCESS TO THE SUBSCRIPTION SERVICES, YOU ARE DEEMED AN AUTHORIZED USER FOR PURPOSES OF THESE TERMS (AS FURTHER DEFINED BELOW). PLEASE READ THESE TERMS CAREFULLY AS THEY ALSO REQUIRE THE USE OF BINDING ARBITRATION TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.

If the individual indicating assent to this Agreement is doing so on behalf of an organization, all references to "you" or "your" in these Terms shall mean the legal entity represented by such individual. (Without limiting the generality of the foregoing, the term "you" shall also have the more specific meanings set forth below.) Such individual represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of the individual's organization.

Only an End User Customer of a building may subscribe to the Subscription Services for any building facility or group of facilities located in the building by creating an Account with Sloan Marketplace in accordance with Section 2(a) below (an "**Authorized User**"). You are also an "Authorized User" if the End User Customer has authorized you to use the Products installed at a building and you register as a user by providing the information required for Authorized Users. In all cases, these Terms govern your access to and use of the Subscription Services.

As an Authorized User, you represent and warrant that you either own, lease, rent or have the authority to manage or control the building facility or group of facilities on which the Products have been installed. Sloan Marketplace is willing to provide the Subscription

Services to you only upon the condition that you accept all of the Terms. If you breach any provision in these Terms, you must disconnect your Products from your Account and cease accessing or using the Subscription Services.

These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable federal, local, state/city law, ordinance, rule, code, policy or regulation (collectively "**Law**"). Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

AS DESCRIBED IN SECTION 3(b), BELOW, YOU ARE CONSENTING TO THE RECEIPT OF AUTOMATIC OVER THE AIR (OTA) SOFTWARE UPDATES FOR THE SUBSCRIPTION SERVICES AND ALSO FOR THE PRODUCTS CONNECTED TO THE SUBSCRIPTION SERVICES. SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SUBSCRIPTION SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. IF YOU DO NOT AGREE TO ANY OF THE FOREGOING, YOU MAY NOT USE THE SUBSCRIPTION SERVICES.

Sloan Marketplace also reserves the right to make unilateral changes to these Terms at any time, so please review them often. We will post on the Portal and/or Sloan Marketplace Web Site, including at [Terms of Service](#), notices that these Terms have been modified. The changes will be effective immediately upon the posting of the revised Terms or as otherwise specified in the notice. You should therefore ensure that you have read and agree with our most recent Terms whenever you use the Subscription Services. By continuing to use the Subscription Services after we post revised Terms, you are agreeing to be bound by the revised Terms.

1. Overview, Eligibility, Customer Service

- a. **Overview of Terms and Relation to Other Agreements.** These Terms apply to all Subscription Services for the Products procured or otherwise received from Sloan Marketplace. The software embedded in each Product (and any updates thereto) ("**Product Software**") is licensed and governed by the EULA. Certain features of the Subscription Services may be subject to additional guidelines, terms, policies, or rules, which will be posted on the Portal or the Sloan Marketplace Web Site in connection with such features. All additional guidelines, terms, policies, and rules, including the Sloan Marketplace Privacy Policy, are incorporated by reference into these Terms as part of the Agreement, and you are agreeing to accept and abide by them when you subscribe to the Subscription Services, register your Account, use or permit other Authorized Users to use the Subscription Services.
- b. **Eligibility.** Only individuals age 18+ who can form a binding contract with Sloan Marketplace are permitted to subscribe to or register for Subscription Services or be an Authorized User. The Subscription Services are not available to any person previously prohibited by Sloan Marketplace from using other Sloan Marketplace services or products. You may not use the Subscription Service if your use of the service would violate any Law, including, without limitation, any applicable export control law or regulation.
- c. **Customer Service.** If you have any questions or concerns regarding the Subscription Services, or these Terms, please contact Sloan Marketplace by email at customer.service@sloanmarketplace.com, or by phone at 800-982-5839.

2. Accounts

- a. **Your Account.** To use the Subscription Services as an Authorized User, you must first register for a user account on the Portal or Sloan Marketplace Web Site ("**Account**"), provide certain basic identifying and contact information about yourself, including the addresses of the building(s) and facilities or group of facilities in those buildings where the Products are installed, as required in the registration form, and agree to these Terms. As part of the registration process, each Account must identify an administrative username and password for the Account. Each Authorized User provides a unique username and password. You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will promptly update such information to maintain its accuracy. The type of Account you have or may

use, and the Subscription Services to which you are entitled, may depend on the type of user you are, the type of subscription you have purchased and/or the number of Products that are included in the Account.

- b. **Account Security.** As between you and Sloan Marketplace, you are solely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your Account, and to maintain your password securely to prevent others from gaining access without your permission. Sloan Marketplace reserves the right to refuse registration of or cancel passwords it deems inappropriate. You agree to immediately notify Sloan Marketplace of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Sloan Marketplace is not liable for any loss or damage arising from your failure to comply with the above requirements or any other unauthorized use.
- c. **Users.** As an End User Customer, you may authorize others to use the Account by registering as an Authorized User in accordance with Section 2(a) and agree to these Terms. Depending on the type of Account, Authorized Users may have the ability to use the Subscription Services to remote monitor and control the Products, receive various notifications and alarms, and to view and download in a CSV file and/or Excel spreadsheet various Product Data, as defined in Section 6(c), including possibly certain other information that is not specific to the Products such as information about building occupancy. Others may have the ability to access, view and download such information and content but not remote control or otherwise transmit commands to the Products. Authorized Users are responsible for their own actions in connection with the Products and Subscription Services, but you agree to be fully responsible vis-à-vis Sloan Marketplace for all actions taken by your Authorized Users relating to the Products, the Subscription Services and the Account. If you invite or enable an Authorized User, you acknowledge and agree that such Authorized User may subsequently invite or enable other Authorized Users with the same access and ability to use the Subscription Services in conjunction with the Products as set out above. As a result, you should authorize only those individuals that you trust to access your Account and Subscription Services.

3. Access to Subscription Services

- a. **Access and Use.** Subject and pursuant to these Terms, including the payment of the applicable subscription fees, Sloan Marketplace grants to you a non-transferable, non-exclusive, revocable, limited right (without the right to sublicense except only as expressly stated in these Terms) to access and use the Subscription Services by using the Portal, the Sloan Marketplace Web Site or through your own network, in connection with, and solely for the purpose of, controlling and monitoring the Products you own or are authorized to control and monitor, or otherwise accessing the Subscription Service expressly provided by Sloan Marketplace for your use (the “**Permitted Purpose**”).
- b. **Automatic Software Updates.** Sloan Marketplace may from time to time develop patches, bug fixes, updates, upgrades and other modifications to the Subscription Services and/or the Product Software (“**Updates**”). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to stop using the Subscription Services in conjunction with the Products. If you use the Subscription Services, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Subscription Services and the Products and you agree to promptly install any non-automatic Updates that Sloan Marketplace may provide. Nothing contained herein shall be deemed to create an obligation on Sloan Marketplace to provide any Updates or new features, or to continue to provide or enable any particular features or functionality. Your continued use of the Subscription Services and the Products is your agreement: (i) to these Terms with respect to the updated Subscription Services, and (ii) to the EULA which

will continue to apply to any updated Product Software. For purposes of this Agreement, all Updates shall be deemed to be included within and a part of the Subscription Services.

- c. **Interface to Third Party Products and Services.** From time to time, Sloan Marketplace may provide the opportunity for you to interface with one or more third-party products and services through and using the Subscription Services ("**Third-Party Products and Services**"). In some cases, you decide whether and with which Third Party Products and Services you want to interface. Your explicit consent and authorization is required for this interface, and is revocable by you at any time. Once your consent is given for a particular Third-Party Product and Service, you agree that Sloan Marketplace may exchange information and data regarding you and/or your Products, including possibly your Personal Data, in order to enable the interface you have authorized. Once this information is shared with the Third-Party Product and Service, its use will be governed by the third party's privacy policy and not by Sloan Marketplace' Privacy Policy or documentation. You acknowledge and agree that Sloan Marketplace makes no representation or warranty about the safety of any Third-Party Products and Services, and that, with respect to Sloan Marketplace, your use of the Third-Party Products and Services is "AS IS" and at your sole risk. You acknowledge and agree that Sloan Marketplace makes no representation or warranty about the operation, reliability, or safety of the Third-Party Products and Services. Accordingly, Sloan Marketplace is not responsible for your use of the Third-Party Product and Services or any personal injury, death, property damage (including, without limitation, to your property), or other harm or losses arising from or relating to your use of the Third-Party Products and Services. You should contact the third party with any questions about their Third-Party Products and Services.
- d. **Content.** Certain materials may be displayed or performed on the Portal or on the Sloan Marketplace Web Site relevant to the Subscription Services including, but not limited to, FAQs, installation documentation, spec sheets, text, graphics, articles, photographs, video, images, illustrations and other product and/or service related documentation (collectively, "**Content**"). You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Subscription Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Sloan Marketplace reserves the right to remove any Content from the Subscription Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence) or for no reason at all.
- e. **User Submissions.** The Content may include information that you provide us in the course of using the Subscription Services (collectively, "**User Submissions**"), which we may use to provide, maintain and improve the Subscription Services. For example, the Subscription Service may allow you to upload, post, or otherwise share with us photographic content. You are solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise disseminate to us using or in connection with the Subscription Services, or that you contribute in any manner to the Subscription Services; you represent and warrant that you have all rights necessary to do so, in the way you contribute it. You hereby grant to Sloan Marketplace an irrevocable, perpetual, nonexclusive, royalty-free and fully paid, worldwide, and transferable license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Submissions, including all associated IP, and to grant sublicenses of the foregoing rights, for the purposes of including your User Submissions on the Subscription Services, and otherwise in connection with the Subscription Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Submissions. For clarity, the foregoing license grant to Sloan Marketplace does not affect your ownership of or right to

grant additional (other than exclusive) licenses to the material in your User Submissions, unless otherwise agreed in writing.

- f. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions. You agree not to: (i) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Subscription Services or otherwise use the Subscription Services for any purpose other than the Permitted Purpose; (ii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Products or the Subscription Services; (iii) access the Products and Subscription Services in order to build a similar or competitive service; (iv) use any Product or Subscription Service in a service bureau or time sharing environment; (v) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, Product Data (defined in Section 6(c), below), the Subscription Services, any Product, the Product Software, or any other system, device or property; (vi) interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Subscription Services or violate the regulations, policies, or procedures of such networks; (vii) access (or attempt to access) any of the Subscription Services by means other than through the Sloan Marketplace Web Site, the Portal or interface that is provided by Sloan Marketplace or its vendors; or (viii) remove, obscure or alter any proprietary rights notices or legends (including copyrights and trademark notices and confidentiality legends) which may be contained in or displayed in connection with the Products or Subscription Services. Except as otherwise expressly stated herein, no part of the Product, Product Data or Subscription Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Subscription Services shall be subject to these Terms.
- g. **Personal Data.** For purposes of this Agreement, "Data Subject" means an individual who (1) uses the Products or Subscription Services provided by Sloan Marketplace and/or (2) about which information is collected or generated as a part of the Products or Subscription Services; and "Personal Data," in respect of each Data Subject means any information relating to an identified or identifiable natural person; and an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, geographic, cultural or social identity of that natural person. Such information (such as your name, email address and phone number) is collected from you when you open an Account for the Subscription Services, but data generated by the Products used in conjunction with use of the Subscription Services will not include any Personal Data but only aggregated anonymized data reflecting information about various water related matters such as water usage rates for the facilities or group of facilities at issue, number of times a particular Product has been used, the applicable water temperature, the battery life of any particular Product, and other Product Data.
- h. **Privacy.** Please review the Sloan Marketplace Privacy Policy which describes the practices regarding the information that Sloan Marketplace may collect from users of the Subscription Services, including any Content or User Submissions.
- i. **Security.** Sloan Marketplace cares about the integrity and security of your Personal Data and Product Data. Sloan Marketplace, however, does not represent, warrant, guaranty or covenant that no unauthorized third parties will defeat our security measures or use your Personal Data or the Product Data for improper purposes. You acknowledge that your Personal Data and the Product Data are being provided or may be accessed at your own risk.
- j. **Modification.** Sloan Marketplace reserves the right, at any time, to modify, suspend, or discontinue the Subscription Services or any part thereof with or without notice. You agree that Sloan Marketplace will not be

liable to you or to any third party for any modification, suspension, or discontinuance of the Subscription Services or any part thereof.

- k. **Access Outside Certain Countries.** Although the Sloan Marketplace Web Site and Portal may be accessible through the internet throughout the world, the Subscription Services provided or accessed through the Sloan Marketplace Web Site or Portal are not available to all persons or in all countries but only those located in the United States. Some or all of the features of the Sloan Marketplace Web Site or Portal may not work or be appropriate for use in other countries. If you choose to access the Sloan Marketplace Web Site or Portal from outside the United States, you do so on your own initiative and you are solely responsible for complying with all applicable Laws in such country, and you agree to defend, indemnify and hold harmless Sloan Marketplace from and against any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) (collectively, "Claims") arising from or relating to any breach by you of this Section. To the extent permissible by law, Sloan Marketplace accepts no responsibility or liability for any damage or loss caused by your accessing or use of the Sloan Marketplace Web Site or Portal, Products or Subscription Services outside the United States. In any event, you will be bound by these Terms wherever you access or use the Subscription Services through the Sloan Marketplace Web Site or Portal.

4. Agreed Usage and Limitations of Sloan Marketplace Services

- a. **System Requirements.** The Subscription Services will not be accessible without: (i) an approved communication bridge located at the property that is positioned to wirelessly communicate reliably with the Products; (ii) an Account for any such Products; (iii) a supported computer, phone or tablet (required for some functionality); (iv) always-on wireless access at the property with bandwidth sufficient to support the Products you use; and (v) other system or network elements and requirements that may be specified by Sloan Marketplace, including on either the Portal or on the Sloan Marketplace Web Site. While the approved communication bridge may be purchased through Sloan Marketplace, it is your responsibility to ensure that you have all required system or network elements and that they are compatible and properly configured. You acknowledge that the Subscription Services may not work as described when the requirements and compatibility have not been met.
- b. **Intended Use of Sloan Marketplace Subscription Services.** The Subscription Services are intended to be accessed and used for non-time-critical information and remote management and control of Sloan Marketplace Products. While we aim for the Subscription Services to be highly reliable and available, the Subscription Services may be subject to sporadic interruptions and failures for a variety of reasons beyond Sloan Marketplace's control, including wireless or wired Ethernet intermittency, service provider uptime, downtime of your network, among others. You acknowledge these limitations and agree that Sloan Marketplace is not responsible for any damages allegedly caused by the failure or delay of the Subscription Services.
- c. **No Life-Safety or Critical Uses of the Subscription Services.** You acknowledge and agree that the Products and Subscription Services, whether standing alone or when interfaced with third party products or services are not certified for emergency response. Sloan Marketplace makes no warranty or representation that use of the Products or Subscription Services with any third-party product or service will affect or increase any level of safety or limit damages to your property. YOU UNDERSTAND THAT THE PRODUCTS AND SUBSCRIPTION SERVICES, WHETHER STANDING ALONE OR WHEN INTERFACED WITH THIRD PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. SLOAN MARKETPLACE WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR PROPERTY IN THE EVENT OF AN EMERGENCY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SLOAN MARKETPLACE IS NOT LIABLE FOR ANY DAMAGES TO YOUR PROPERTY, ITS CONTENTS OR ANY PERSONS OR PERSONAL PROPERTY. In addition, the Sloan Marketplace customer care and support contacts cannot be considered a

lifesaving solution for people at risk in the property, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services. You expressly acknowledge and agree that Sloan Marketplace is not liable for your, or any third party or emergency responders' actions or failure to act in response to information acquired from the Products or Subscription Services. You acknowledge that it is your responsibility to educate yourself about how to respond to an emergency and the information provided by the Products and Subscription Services, and to respond according to the specifics of your situation.

- d. **Reliability of Notifications and Commands.** You acknowledge that the Subscription Services, including remote access notifications and commands, are not intended to be 100% reliable or 100% available. We cannot and do not guarantee that you will receive notifications or alarms in any given time or at all or that all your commands will be properly transmitted to or carried out by the Products that are intended to receive those commands. YOU AGREE THAT YOU WILL NOT RELY ON THE SUBSCRIPTION SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES OR PROTECTION OF PROPERTY. NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR SLOAN MARKETPLACE PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. The information provided by Sloan Marketplace on what to do in an emergency is based on authoritative safety sources, but there is no way for Sloan Marketplace to provide specific information relating to a situation in your property or elsewhere.
- e. **Temporary Suspension.** The Subscription Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Sloan Marketplace does not offer any specific uptime guarantee or service level agreement for the Subscription Services.
- f. **Water Savings and other Benefits.** Unless explicitly promising a “guarantee,” Sloan Marketplace does not guarantee or promise any specific level of water savings, accuracy or completeness of water related data or other Product Data, insurance discounts, rebates, or other monetary benefit from the use of the Products or Subscription Services or any feature of them. Actual water savings, water usage and monetary benefits vary with factors beyond Sloan Marketplace's control or knowledge. From time to time, Sloan Marketplace may use the Subscription Services to provide you with information that is unique to you and/or your water usage and suggests an opportunity to save money if you adopt suggestions or features of the Product or Subscription Services. We do this to highlight an opportunity based on our analysis and information about you and your facilities. You acknowledge that these promotions are not a guarantee of actual savings, and you agree not to seek monetary or other remedies from Sloan Marketplace if your savings or water management expectations differ. You acknowledge that use of the Products or Subscription Services or any feature of them will not provide any monetary or other benefit to you. You expressly acknowledge and agree that use of the Products or Subscription Services or any feature of them is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.
- g. **Product Data Analytics.** The Subscription Services provide you Content and other analytical information and reports which may also be customized for you regarding the Products and use of water in your facilities or group of facilities and if applicable, their connection with other products and services. All data analytics and Product Data are provided “AS IS” and “AS AVAILABLE”. We cannot guarantee that they are correct, complete or up to date. In cases where it is critical, accessing Product Data through the Subscription Services is not a substitute for direct access of the information at the property or facility. You expressly acknowledge that Sloan Marketplace is not liable for your or any other third party's response, or lack thereof, to the Product Data or lack thereof.

- h. **Your Warranty Regarding Your Content and Use of the Subscription Services.** You warrant, represent and agree that you will not contribute any Content or otherwise use the Subscription Services or Product Data in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance, code, policy or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Sloan Marketplace; (v) contains a virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vi) jeopardizes the security of your Sloan Marketplace Account or anyone else's Account (such as allowing someone else to log in to the Subscription Services as you); (vii) attempts, in any manner, to obtain the password, account, or other security information from any other user; (viii) violates the security of any computer network, or cracks any passwords or security encryption codes; (ix) runs any form of auto-responder or "spam" on the Subscription Services, or any processes that otherwise interferes with the proper working of the Subscription Services (including by placing an unreasonable load on the Subscription Services' infrastructure); (x) copies or stores any significant portion of the Content; (xi) exceeds the scope of the Section 3(a) Permitted Purpose or restrictions under Section 3(f); or (xii) decompiles, reverse engineers, misappropriates, uses (except as expressly authorized by these Terms), reproduces, distributes, displays or makes derivative works of any source code, underlying idea, design, brand or "look and feel" that is associated with the Product Data or Subscription Services.
- i. **Responsibility for Content.** All information publicly posted or privately transmitted through the Subscription Services is the sole responsibility of the individual from which (or from whose account) such Content originated and Sloan Marketplace will not be liable for any errors or omissions in any Content. Sloan Marketplace cannot guarantee the identity of any other users with whom you may interact using the Subscription Services. Additionally, we cannot guarantee the authenticity of any data that users may provide about themselves. You acknowledge that all Content accessed by you using the Subscription Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We cannot control and have no duty to take any action regarding how you or others may interpret and use the Content or what actions you or others may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Subscription Services.
- j. **Data Protection, Privacy and Other Laws.** Data protection, privacy and other laws, ordinances, regulations, codes and building management policies where you or your property resides may impose certain responsibilities, restrictions and limitations on you and your use of the Products and Subscription Services. You agree that you (and not Sloan Marketplace) are responsible for ensuring that you comply with any applicable Law when you use the Products and Subscription Services.

5. Limitations of Sloan Marketplace Subscription Services Due to Third Parties

- a. **General.** Sloan Marketplace Services may rely on or interoperate with third party products and services. These third-party products and services are beyond Sloan Marketplace's control, but their operation may impact or be impacted by the use and reliability of the Sloan Marketplace Subscription Services. You acknowledge and agree that: (i) the use and availability of the Subscription Services may be dependent on third party product vendors and service providers, (ii) these third-party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the Sloan Marketplace Subscription Services operate, and (iii) Sloan Marketplace is not responsible for damages and losses due to the operation or non-operation of these third party products and services.

- b. **Third Party Service Providers Used By Sloan Marketplace.** You acknowledge that Sloan Marketplace uses third party service providers to enable some aspects of the Subscription Services – such as, for example, data storage, synchronization, and communication through third party platforms, and notifications and commands transmitted through operating system vendors and carriers. YOU AGREE NOT TO RELY ON THE SUBSCRIPTION SERVICES FOR ANY LIFE SAFETY OR TIME-CRITICAL PURPOSES.
- c. **Equipment, ISP, and Carrier.** You acknowledge that the availability of the Subscription Services may be dependent on: (i) your computer, your network, your mobile device, property wiring, your wireless network, or other local communication protocol connection, and other related equipment (“Equipment”), (ii) your Internet service provider (“ISP”), and (iii) your mobile device carrier (“Carrier”). You acknowledge that you are responsible for your Equipment meeting the specifications necessary for the Subscription Services and for properly maintaining your Equipment, and for maintaining the services provided by your ISP and Carrier and paying all fees charged by your ISP and Carrier needed for you to use the Subscription Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.
- d. **Third Party Website Links and Referrals.** The Portal may contain links to other sites operated by third parties (“Third Party Sites”) and referrals to third party vendors (“Referred Vendors”). Such Third-Party Sites and Referred Vendors are not under our control. Sloan Marketplace provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Sites or Referred Vendors. Your use of these Third-Party Sites or Referred Vendors is at your own risk.
- e. **Authorized Users.** Sloan Marketplace is not responsible for any Authorized User’s behavior, or for any personal injury, death, property damage (including, without limitation, to your property), or other harm or losses arising from or relating to their use of the Subscription Services.
- f. **Release Regarding Third Parties.** Sloan Marketplace is not responsible for third parties or their products and services, including, without limitation, Third Party Products and Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and Carriers. Sloan Marketplace hereby disclaims and you hereby discharge, waive and release Sloan Marketplace and its licensors, vendors and suppliers from any past, present, and future Claims, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

6. Ownership; Intellectual Property and Confidentiality

- a. **Sloan Marketplace Property.** You acknowledge and agree that, as between you and Sloan Marketplace, all intellectual property rights, including without limitation copyrights, patent rights, trademark rights, and trade secrets (collectively, “IP”), in the Product, Product Software, Product Data, Sloan Marketplace Content and Subscription Services are owned by Sloan Marketplace or our licensors. Your possession, access, and use of the Product, Product Software, Product Data, Sloan Marketplace Content and Subscription Services do not transfer to you or any third party any rights, title, or interest in or to such IP. Sloan Marketplace and its licensors and suppliers reserve all rights not granted in these Terms. The Subscription Services are licensed to you, not sold, under these Terms. Except for the limited license and use rights granted hereunder, you agree not to assert any right, title, or interest in or to the Section 6(c) Product Data, Product Software, Sloan Marketplace Content or Subscription Services provided by Sloan Marketplace hereunder, or any other Sloan

Marketplace IP. You may download the Section 6(c) Product Data on to your own computer for your own personal or internal business use and solely for the Permitted Purpose but under no circumstances are you to share the Product Data with others or otherwise copy or take screen shots of the Product Data or displays that appear on your dashboard. You may not use the content of the Subscription Services in any other public or commercial way nor may you copy or incorporate any of the content of the Subscription Services into any other work, including your own web site without the written consent of Sloan Marketplace, which it may withhold in its discretion. You must have a written license from us before you can post or redistribute any portion of the Product or the Subscription Services. Other than with respect to User Submissions, Sloan Marketplace retains full and complete title to all content on the Subscription Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Subscription Services or any content therein.

- b. **Feedback.** You may choose, and Sloan Marketplace may invite you, to submit comments, suggestions, or ideas about the Products, Product Data or Subscription Services, including how to improve the Products, Product Data or Subscription Services ("Ideas"). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Sloan Marketplace under any fiduciary or other obligation. Sloan Marketplace may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that Sloan Marketplace does not waive any rights to use similar or related ideas previously known to Sloan Marketplace, developed by its employees, or obtained from other sources.
- c. **Product Data and Product Data Ownership.** "Product Data" is defined as all data generated by and/or associated with the Products and this includes, but is not necessarily limited to, all alarms, notifications, user preferences, settings, user actions, water usage and temperature information, management, control and event data, all analytical reports, all Product technical information, battery levels and life information, sensor diagnostic information, communication signal strength data, system or application software data, location data, registration data, telemetry data, all downloadable data, all activation and failure information, line flush length and frequency, list of device SKU's, dashboard displays and all other non-personal identifying information about you, your building(s) and facilities which remain in Sloan Marketplace's possession or control, including all related intellectual property rights associated with any of the foregoing. All rights, title and interest to the Product Data is solely owned by Sloan Marketplace and you hereby assign any rights, title and interest (including any associated intellectual property rights) that you may have in the Product Data to Sloan Marketplace. If such ownership for whatever reason cannot be assigned, you hereby grant us with an exclusive, worldwide, paid-up, royalty-free, perpetual, irrevocable, sub-licensable and transferable license and right to access, display, publish, reproduce, modify, make derivative works of, aggregate, distribute, share, license, sell, or otherwise use any and all Product Data. Furthermore, you understand that we retain the right to reformat, modify, create derivative works of, excerpt, aggregate, anonymize and translate any Product Data. You further acknowledge that monetizing Product Data is part of Sloan Marketplace's business model and helps allow Sloan Marketplace to provide the Sloan Marketplace Products and Subscription Services. As such, you consent to Sloan Marketplace using, sharing and monetizing the Product Data that is associated with your Products in ways we deem fit and responsible but we will never use or include with the Product Data any of your Personal Data unless we receive your express signed consent to do so or are otherwise ordered to do so by Law.
- d. **Confidential Information.** You acknowledge and agree that the unauthorized disclosure or use of Confidential Information of Sloan Marketplace or its third-party licensors, and all information and Subscription Services related thereto, would cause great injury and harm to the owner thereof. Therefore, you agree to take all appropriate action to ensure the confidentiality and security of such Confidential Information. Without limiting the generality of the foregoing, you agree to: (i) maintain the Confidential

Information Sloan Marketplace or such licensors in the strictest confidence, including compliance with reasonable remote access security requirements; (ii) not to disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to your Authorized Users, as the case may be, on a need-to-know basis; and (iii) except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided prior written notice is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders. For purposes of these Terms, "Confidential Information" means any non-public information, technical data, or know-how, including, without limitation, that which relates to: (i) research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which would be reasonably understood under the circumstances to be confidential or proprietary at the time of disclosure, and (ii) with respect to Sloan Marketplace, information concerning any Products or Subscription Services and/or materials resulting from the Subscription Services, and any derivatives thereto, and the terms and conditions of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that is: (a) in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; (b) without restriction on disclosure, rightfully obtained by the receiving party from a third party; (c) without restriction on disclosure, lawfully in the possession of the receiving party at the time of disclosure; or (d) approved in writing by Sloan Marketplace.

7. Indemnity

You agree to defend, indemnify and hold harmless Sloan Marketplace and its and their officers, directors, shareholders, employees, representatives, agents, contractors, licensors, suppliers, successors and assigns from any and all Claims due to, in whole or in part, or arising out of: (i) your use or any of your Authorized User's use of any Products, Product Data, Sloan Marketplace Content or Subscription Services, (ii) your or your Authorized Users' violation of these Terms, (iii) any User Submission or Feedback; or (iv) your or your Authorized Users' violation of any Law or the rights of any third party. Sloan Marketplace reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to defend and indemnify Sloan Marketplace and you agree to cooperate with our defense of such Claims. You agree not to settle any such Claim without Sloan Marketplace' prior written consent. Sloan Marketplace will use reasonable efforts to notify you of any such Claim upon becoming aware of it.

8. WARRANTIES AND WARRANTY DISCLAIMERS

a. **Subscription Services.** Sloan Marketplace warrants to you that during any applicable subscription term, the Subscription Services will perform substantially in accordance with the documentation. Your exclusive remedy for a breach of the foregoing shall be for Sloan Marketplace in its sole discretion to use commercially reasonable efforts to fix or correct any errors or otherwise find an alternative solution; provided, in the event Sloan Marketplace is unable to fix, correct or develop an alternative solution that resolves the nonconformity, you shall have the right to terminate the remaining subscription term and receive a pro rata refund of any remaining prepaid fees applicable to the Subscription Services.

b. EXCEPT ONLY AS EXPRESSLY AND CLEARLY STATED IN SECTIONS 8(a) ABOVE, THE PRODUCTS, PRODUCT DATA, SLOAN MARKETPLACE CONTENT AND SUBSCRIPTION SERVICES ARE PROVIDED AT YOUR RISK, "AS IS" AND "AS AVAILABLE," AND SLOAN MARKETPLACE AND OUR LICENSORS, VENDORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SUBSCRIPTION SERVICES,

PRODUCT DATA OR SLOAN MARKETPLACE CONTENT WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

c. SLOAN MARKETPLACE AND OUR LICENSORS, VENDORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SUBSCRIPTION SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR EQUIPMENT; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE, COMPLETE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SLOAN MARKETPLACE OR THROUGH THE SUBSCRIPTION SERVICES SHALL CREATE ANY WARRANTY.

d. SLOAN MARKETPLACE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SLOAN MARKETPLACE CONTENT OR SUBSCRIPTION SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR SUBSCRIPTION SERVICES (INCLUDING, BUT NOT LIMITED TO, THIRD PARTY PRODUCTS AND SERVICES CONNECTED THROUGH THE SLOAN MARKETPLACE WEB SITE, SLOAN MARKETPLACE PORTAL OR PLATFORM) OR ANY HYPERLINKED WEBSITE OR SERVICE, AND SLOAN MARKETPLACE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER OF SUCH PRODUCTS OR SERVICES.

e. WHEN YOU INSTALL, SETUP OR USE PRODUCTS AND SUBSCRIPTION SERVICES LIKE THOSE PROVIDED BY SLOAN MARKETPLACE YOU ARE GIVEN THE OPPORTUNITY TO ALTER DEFAULTS OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN CAUSE DAMAGE OR LEAD TO NON-RECOMMENDED OPERATION OF YOUR CONNECTED EQUIPMENT OR SYSTEMS. YOU ASSUME ALL LIABILITY FOR SUCH DAMAGE WHEN YOU CHOOSE PARTICULAR SETTINGS OR SET OR ADJUST DEFAULTS.

f. SLOAN MARKETPLACE MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SUBSCRIPTION SERVICES, AND SLOAN MARKETPLACE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SUBSCRIPTION SERVICES. SLOAN MARKETPLACE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SUBSCRIPTION SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SUBSCRIPTION SERVICES.

9. LIMITATION OF LIABILITY

Nothing in these Terms and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable Law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) SLOAN MARKETPLACE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OR CORRUPTION OF DATA OR LOST PROFITS, OR PROPERTY DAMAGE OR LOSS OF USE OF PROPERTY, ARISING FROM OR RELATING TO THE SUBSCRIPTION SERVICES, PRODUCT DATA OR THE PRODUCTS, EVEN IF SLOAN MARKETPLACE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) SLOAN MARKETPLACE'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SUBSCRIPTION SERVICES, PRODUCT DATA AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES OR PRICES ACTUALLY PAID BY YOU TO SLOAN MARKETPLACE IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR THE PRODUCT OR SUBSCRIPTION SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. SLOAN MARKETPLACE SHALL HAVE NO LIABILITY OF ANY KIND FOR ITS LICENSORS, VENDORS OR SUPPLIERS. UNDER NO CIRCUMSTANCES WILL SLOAN MARKETPLACE BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SUBSCRIPTION SERVICES. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. LIMITATION ON TIME TO FILE CLAIMS.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SUBSCRIPTION SERVICE AND PRODUCTS USED IN CONJUNCTION WITH THE SUBSCRIPTION SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

11. Subscription Service Fees and Payment

a. **Subscription Service Fees.** For you to use the Subscription Services, the Account holder, must pay all applicable subscription and any other applicable fees under the Agreement in connection with the Subscription Services selected ("Subscription Service Fees") in accordance with these Terms. All Subscription Service Fees are non-refundable except as otherwise expressly stated. Subscription Service Fees are presented to you in a separate price listing document that you should treat as Sloan Marketplace Confidential Information and such fees may vary depending upon the number of facilities or group of facilities being monitored and/or controlled by the Products, the number and/or type of Products installed in any given building or facility, the features available on the Products, functions that the Products are being expected to perform and the type and frequency of Product Data, notifications and alarms that you wish or expect to receive.

b. **CONTINUOUS SUBSCRIPTIONS.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SLOAN MARKETPLACE IS AUTHORIZED TO CHARGE YOU IN ADVANCE AN ANNUAL SUBSCRIPTION SERVICE FEE DEPENDING ON THE BILLING CYCLE AGREED UPON BY YOU AND SLOAN MARKETPLACE, IN ADDITION TO ANY APPLICABLE TAXES, FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION IS CONTINUOUS—MEANING THAT IT WILL AUTOMATICALLY RENEW ON THE SAME TERMS AND CONDITIONS—UNTIL SUCH SUBSCRIPTION SERVICE IS SUSPENDED, DISCONTINUED OR TERMINATED IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE "AUTO RENEWAL" LAWS WHERE YOU RESIDE. WE WILL PROVIDE YOU WITH WRITTEN OR ELECTRONIC NOTICE AT LEAST 30 DAYS BUT NOT MORE THAN 60 DAYS PRIOR TO THE BEGINNING OF THE AUTOMATICALLY RENEWED SUBSCRIPTION PERIOD. YOU MAY RECEIVE ADDITIONAL DETAILS OF THE AUTOMATIC RENEWAL PROVISION AND HOW TO CANCEL THE AUTOMATIC RENEWAL BY CONTACTING US AT: customer.service@sloanmarketplace.com. YOU AGREE AND ACKNOWLEDGE THAT WE RESERVE TO RIGHT TO ADJUST SUBSCRIPTION SERVICE FEES AT ANY TIME, INCLUDING BUT NOT LIMITED TO, WHEN THE SUBSCRIPTION RENEWS AND/OR WHEN THE NUMBER OF PRODUCTS THAT IS THE SUBJECT OF THE SUBSCRIPTION SERVICE HAS CHANGED.

c. **Availability and Pricing.** All Products used in conjunction with the Subscription Services are subject to availability, and we reserve the right to impose limits on any order, to reject all or part of an order and to discontinue offering certain Products, Product Data and/or Subscription Services without prior notice. Prices for the Subscription Services are subject to change at any time. In the event we change the pricing for any Subscription Service you have purchased, we will give you advance notice of this change in accordance with Section 15(g) (Notifications). After receiving this notice, you will be deemed to have accepted the change in pricing.

d. **Billing for Subscription Services.** We automatically bill the payment method associated with the Account on a monthly, semi-annual or annual basis, as applicable. Day one of your billing cycle begins on the date that is sixty (60) days from the date you activate your Subscription Services, and the associated Product has been shipped to you by us. You acknowledge that the amount billed may vary due to promotional offers, changes in your Subscription Services plan and changes in applicable taxes, and you authorize us to charge your payment method for the corresponding amounts. Without limiting its other rights and remedies, Sloan Marketplace may charge you as the Account holder an administrative late fee of the lesser of 1½% per month or the maximum rate allowed by applicable Law on the balance due until paid. You agree to pay Sloan Marketplace all costs of collection resulting from your failure to pay any amounts due Sloan Marketplace hereunder.

12. Term and Termination.

The term of this Agreement shall be effective upon the earlier of the date you indicate assent to the terms and conditions of this Agreement through a digital signature process and shall continue so long as you continue to abide by the terms and conditions of the Agreement. Sloan Marketplace hereby reserves the right to terminate the Agreement and any rights provided hereunder, upon ten (10) day notice and failure to cure your breach of any of the terms contained in the Agreement. Upon termination of the

Agreement, and except to the extent specified herein, (i) all fees due to Sloan Marketplace shall be immediately due and paid, and (ii) all of your rights to access and use any of Subscription Services provided hereunder shall immediately terminate without right of refund. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including Sections 1(a), 3(c)-(k), 4, 5, 6, 7, 8, 9, 11, 12, 13, 14 and 15 in these Terms.

These Terms will remain in full force and effect so long as you continue to access or use the Subscription Services for which the applicable Subscription Service Fees have been paid, or until terminated in accordance with the provisions of these Terms, whichever is earlier. At any time, Sloan Marketplace may (i) suspend or terminate your rights to access or use the Subscription Services, or (ii) terminate the Subscription Services with respect to you if Sloan Marketplace in good faith believes that you have used the Subscription Services in violation of these Terms, including any incorporated guidelines, terms, policies or rules, or the applicable Subscription Service Fees have not been paid. If you transfer a Product to a new owner, your right to use the Subscription Services with respect to that Product automatically terminates, and the new owner of the Product will have no right to use the Product with the Subscription Services under your Account. Any new Product owner will need to register for a separate Account with Sloan Marketplace and Sloan Marketplace reserves the right in its sole discretion to refuse access to the Subscription Services to any new owner or user. Upon termination of these Terms, your Account and your right to use the Subscription Services automatically terminates.

On request by Sloan Marketplace, the End User Customer shall provide to Sloan Marketplace certification of the foregoing, as applicable to the End User Customer.

13. ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY.

a. **Agreement to Arbitrate Disputes.** Except as provided in Section 15(b), below, you and Sloan Marketplace agree that any dispute, claim or controversy that cannot be resolved informally or in small claims court arising out of or relating in any way to the Subscription Services, the use of the Products with the Subscription Services, these Terms, any Product terms and conditions, the EULA or this Arbitration Agreement shall be determined by binding arbitration before a single arbitrator in accordance with this Section 13 and Section 15(b) ("Arbitration Agreement"). Arbitration is generally more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Where so authorized, arbitrators can award the same damages and relief that a court can award. BY AGREEING TO THESE TERMS, YOU AGREE THAT THE U.S. FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT, AND THAT YOU AND SLOAN MARKETPLACE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION. This Arbitration Agreement shall survive termination of the Terms, and the termination of your Sloan Marketplace Subscription Services.

b. **Arbitration Notice.** If you elect to seek arbitration, you must first send to Sloan Marketplace, by certified mail, a written notice of your claim ("Arbitration Notice"). The Arbitration Notice to Sloan Marketplace must be addressed to: Sloan Marketplace LLC, Attn: Legal Department, 10500 Seymour Ave, Franklin Park, Illinois 60131. Except as provided below, if Sloan Marketplace initiates arbitration, it will send a written Arbitration Notice to the email address used for your Sloan Marketplace account. An Arbitration Notice, whether sent by you or by Sloan Marketplace, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Sloan Marketplace and you do not reach an agreement to resolve the claim within 30 days after the Arbitration Notice is received, you or Sloan Marketplace may commence an arbitration proceeding by thereafter filing a copy of the Demand with the American Arbitration Association ("AAA") at the AAA office nearest to the hearing location specified below ("Arbitration Notice Address").

c. **Filing Fees.** You may download or copy a form Arbitration Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Sloan Marketplace receives notice from the AAA that you have commenced arbitration by filing your Demand at the Arbitration Notice Address, Sloan Marketplace will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

d. **American Arbitration Association.** The arbitration will be governed by the Consumer Arbitration Rules of the AAA (collectively, "AAA Rules"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879 during normal business hours, or by writing to the Arbitration Notice Address. Unless otherwise agreed to, all arbitration proceedings shall be held in English. The arbitrator is bound by the terms of this Agreement, which shall govern over the AAA Rules and the FAA. Except as provided in Section 15(b), below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Arbitration Agreement. Unless Sloan Marketplace and you agree otherwise, any in-person arbitration hearings will take place in Cook County, Illinois.

e. **Telephonic/In-Person Hearing.** If the Demand is for US\$10,000 or less, the arbitration will be conducted, at the option of the party that made the first Demand, solely on the basis of documents submitted to the arbitrator, or through a telephonic hearing or, where the parties are represented by a spokesperson or attorney of their own choosing, through a hearing by videoconference. If the Demand exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall have the authority to require and supervise the exchange of relevant information, grant motions dispositive of all or part of any claim, to award monetary damages, and to grant any non-monetary remedy or relief available to a single individual or entity (and not a class or as a private attorney general) under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a brief award sufficient to explain the essential findings and conclusions on which the award is based. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain the confidentiality of all communications and documents related to any arbitration unless otherwise required by law. For the avoidance of doubt, the foregoing shall not prevent a party from submitting to a court of law information necessary to enforce this Agreement or an arbitration award, or to seek injunctive or equitable relief as may be permitted by these Terms.

f. **Claims Only In Individual Capacity.** YOU AND SLOAN MARKETPLACE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and Sloan Marketplace agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable Law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

g. **Changes to Arbitration Agreement.** If Sloan Marketplace makes any changes to this Arbitration Agreement (other than a change to its Arbitration Notice Address or other contact information), you may reject any such change by sending us written notice within 30 days of the change to Sloan Marketplace at its address specified in Section 13(b). By rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement, as modified by any changes you did not reject.

14. Digital Millennium Copyright Act

a. **Notice of Infringement.** If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the

information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright Agent. Sloan Marketplace's designated Copyright Agent to receive notifications of claimed infringement is Copyright Manager – Attention Legal, 10500 Seymour Ave, Franklin Park, Illinois 60131, or compliance@sloan.com. For clarity, only DMCA notices should go to the Copyright Agent. Any other feedback, comments, requests for technical support, and other communications should be directed to Sloan Marketplace customer service through Customer.service@SloanMarketplace.com. You acknowledge that if you fail to comply with all of the requirements of this Section 14, your DMCA notice may not be valid.

b. **Counter-Notice.** If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent: (i) your physical or electronic signature; (ii) identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (iii) a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (iv) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Cook County, Illinois, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

c. **Restore Content.** If a counter-notice is received by the Copyright Agent, Sloan Marketplace may send a copy of the counter-notice to the original complaining party informing that person that Sloan Marketplace may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 or more business days after receipt of the counter-notice, at Sloan Marketplace' sole discretion.

15. General

a. **Governing Law and Jurisdiction.** These Terms are governed by the laws of the State of Illinois without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. You agree to submit to the exclusive jurisdiction and venue of the state and federal courts in and for Cook County, Illinois, and consent to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes, except for such claims or disputes that are required to be arbitrated as set forth in the Arbitration Agreement in Section 13.

b. **Protection of Confidentiality and Intellectual Property Rights.** Notwithstanding the provisions of the Arbitration Agreement, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's IP or confidential information shall not be subject to the Arbitration Agreement ("IP Claims"). Except for IP Claims, and notwithstanding the provisions of the Arbitration Agreement, either you or Sloan Marketplace may bring an individual action in small claims court.

c. **Severability.** If any part of these Terms is determined to be illegal, invalid, unenforceable, or prohibited in any respect under any applicable Law in any jurisdiction, such provision or part thereof will be deemed to not form part of the contract between us but only in such jurisdiction(s). The legality, validity or enforceability of the remainder of these Terms will remain in full force and effect in all other jurisdictions.

d. **Waiver.** Failure or delay by us to enforce any of these Terms will not constitute a waiver of our rights against you and does not affect our right to require future performance thereof.

e. **Assignment.** These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without Sloan Marketplace' prior written consent. These Terms may be assigned by Sloan Marketplace without restriction. These Terms are binding upon any permitted assignee.

f. **Electronic Communications.** You are communicating with Sloan Marketplace electronically when you create or register to use your Account, use the Subscription Services, including but not limited to using the Portal, or send an email to Sloan Marketplace. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any

legal requirement that such communications be in writing. When you order Subscription Services from Sloan Marketplace we collect and store at least your name, and email address. From that point forward, your email address is used to send you information about Sloan Marketplace products and services unless you opt-out of such emails using the opt-out link in the emails, except for emails that may in our determination be needed in order to effectively and properly allow us to provide the Subscription Services while your Account is open and that are not subject to the opt-out feature.

g. **Notifications.** Sloan Marketplace may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Account, mobile notifications, hard copy, or posting of such notice on www.sloan.com. Sloan Marketplace is not responsible for any automatic filtering you or your network provider may apply to email notifications. Sloan Marketplace recommends that you add @sloanmarketplace.com email addresses to your email address book to help ensure you receive email notifications from Sloan Marketplace.

h. **Force Majeure.** Sloan Marketplace will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms or the Agreement that is attributable to an act or event or circumstance beyond our reasonable control, including, without limitation, acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riots, actual or threatened acts of terrorism, war, fire, explosion, storm, flood, earthquake or other natural disaster, loss of power or connectivity, interruption or delay in transportation or travel, equipment failure, accident, pandemic, epidemic or other widespread disease, new government restrictions, regulations or mandates, stay at home or shelter-in-place orders, quarantines, government shutdown, malfeasance or breach by third party suppliers.

i. **Interpretation.** Headings are for convenience only and are not to be used in the interpretation of this Agreement. No term shall be construed in favor of, or against, a party as a consequence of a party having had a greater role in the preparation or drafting thereof, but shall be construed as if the language were mutually drafted by both parties with full assistance of counsel.

j. **Data Protection.** By placing an order for Subscription Services, you agree and understand that Sloan Marketplace may store, share, process and use data collected from your order form or phone/fax/email order for the purposes of processing the order. Sloan Marketplace may also share such data globally with its affiliates and/or subsidiaries. Sloan Marketplace will protect your information in accordance with its Privacy Policy. Sloan Marketplace works with other companies that help Sloan Marketplace provide Products to you, such as freight carriers and credit card processing companies, and Sloan Marketplace may have to share certain information with these companies for this purpose. Their use of your information will be subject to their respective privacy policies, which may be different from Sloan Marketplace' Privacy Policy.

k. **Copyrights.** These Terms, and all content (whether or not a work made for hire) for which Sloan Marketplace owns the copyright, including on any Portal or as provided through any Product or Subscription Service, is protected by applicable U.S. and foreign law. Copyright © 2023, Sloan Marketplace LLC. All rights reserved. Any unauthorized use may be subject to prosecution.

l. **Trademark Information.** All trademarks, logos, and service marks ("Marks") displayed on the Products and Subscription Services are the property of Sloan Marketplace or their respective holders. You are not permitted to use any of the Marks without the applicable prior written consent of Sloan Marketplace or such respective holders. Sloan Marketplace reserves the right to alter product and services offerings, specifications, and pricing at any time without notice, and is not responsible for typographical or graphical errors that may appear in this or in related documents.

California Consumer Privacy Act (CCPA) Addendum

Unless otherwise defined by the Terms of Service, all capitalized terms contained in this Addendum shall have their meanings as set forth in the CCPA.

Applicability. This CCPA Addendum shall only apply if the End User Customer or its Authorized Users are deemed to be California Consumer(s) under the CCPA and this Addendum shall only apply to the Personal Information of California Consumers whose information may be processed by Sloan Marketplace under the Terms of Service.

Relations of the Parties. To the extent that the End User Customer or its Authorized Users are California Consumers and they provide any Personal Information to Sloan Marketplace in connection with these Terms of Service (hereinafter a “California Customer”), the California Customer hereby appoints Sloan Marketplace as its Service Provider for processing such Personal Information under the Terms of Service. The California Customer is solely responsible for establishing policies for, and ensuring its own compliance with, the CCPA and its implementing regulations as they relate to its use of such Personal Information.

Restrictions on Processing. Sloan Marketplace acknowledges that it shall not collect, retain, use, disclose, share or sell the Personal Information for any purpose(s) other than for the purpose(s) that are necessary to support the Terms of Service or as otherwise permitted by the CCPA and Sloan Marketplace’s processing of such Personal Information shall be in accordance with the terms of the Sloan Marketplace Privacy Policy.

Consumer Requests. The parties shall cooperate with one another to handle any legitimate request to access or delete Personal Information submitted by a California Customer. Each party will provide reasonable assistance to the other in facilitating compliance with such requests. After a California Customer’s request to delete has been verified by either party, each party shall delete the Personal Information from their respective databases within a commercially reasonable period of time or as otherwise required by the CCPA. A party shall not be required to delete any of the Personal Information in response to a California Customer’s request to delete made to a party if it is necessary for that party to maintain such information in accordance with the CCPA. Under such circumstances, each party shall promptly inform the other of the exception(s) being relied upon under the CCPA to deny the California Customer’s request to delete and each party shall only use the retained Personal Information in accordance with the applicable CCPA legal exception(s).

**The effective date appearing in the header of this page is the effective date of these Terms or Policies. In the event prior version is required to be visited, please use the version control feature mentioned at the top of the page.*