

# Terms of Service

PLEASE READ CAREFULLY THESE TERMS OF USE, AS THEY CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND SAVI CONTROLS, LLC ("SAVI Controls"), AND GOVERN YOUR USE OF THE SAVI CONTROLS SOFTWARE AND APPLICATION SERVICES. BY USING THE SOFTWARE, WEBSITE OR SUCH SERVICES, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS, REGISTER FOR OR USE THE SOFTWARE, SERVICES AND WEBSITE.

## 1. Introduction and Scope

SAVI Controls, LLC. ("SAVI Controls") sells hardware products (the "Hardware") and software, either embedded in the Hardware or distributed separately (the "Software" and together with the Hardware, the "SAVI Server"). SAVI Controls also owns and operates the websites located at [www.savicontrols.com](http://www.savicontrols.com) and other related SAVI Controls web pages (the "Website"), and provides access to certain internet and software application services related to the use and operation of SAVI Server.

These Terms of Use, together with the SAVI Controls privacy policy, form a binding legal agreement between you and SAVI Controls, LLC (the "Agreement") that sets forth the terms and conditions under which SAVI Controls agrees to make the Software, Website and the Services available to you and which govern your use of the Software, Website and the Services provided to you.

For the avoidance of doubt, the SAVI Controls End User License Agreement between you and SAVI Controls (the "EULA") sets forth the terms and conditions that apply to your use of any Software, and the SAVI Controls Limited Warranty provided with your Hardware (the "Warranty") sets forth the terms of the limited warranty that applies to the Hardware. A copy of the Warranty is available at [www.savicontrols.com/legal/warranty](http://www.savicontrols.com/legal/warranty), and a copy of the EULA is available at [www.savicontrols.com/legal/eula](http://www.savicontrols.com/legal/eula).

SAVI Controls may, in its sole discretion and without prior notice to you, add, delete or otherwise change the provisions of these Terms by posting on the Website a version of these Terms containing such changes. You should periodically check the Website for the most current version of these Terms. If you are dissatisfied with any such changes to these Terms, your sole recourse will be to cease use of the Software and the Services or any portion thereof, in accordance with Section 9 below.

## 2. Services

The features and functions of the Software and Services are described in more detail in the applicable SAVI Controls user documentation and guidelines available elsewhere on the Website. The Services include any additional features and functionality that SAVI Controls may, in its sole discretion and from time to time, offer to you. SAVI Controls may, in its sole discretion and without notice to you, add, delete or otherwise change features and functions of the Software and Services at any time. If you are dissatisfied with any such changes to the Software and Services, you may immediately cancel your use of such Services as provided in Section 9 below.

## 3. License Rights and Use Restrictions

(a) Access and Use. Subject to the terms and conditions of this Agreement, any applicable limitations on the number of devices and payment of any applicable fees, SAVI Controls grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services as provided to you by Control4 and solely for the purpose of controlling and monitoring your SAVI Server (the "Permitted Purpose").

(b) Certain Restrictions. Your use of the Software and Services is subject to the following restrictions: you agree (i) not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Software and Services; (ii) not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software and Services; (iii) not to access the Software and Services in order to build a similar or competitive service, (iv) not to use the Software and Services for any unlawful purpose, or for any purpose other than the Permitted Purpose; (v) that no part of the Software and Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (vi) not to 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, data, the Website, the Services, the Hardware, the Software, or any other system, device or property; (vii) not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Website or the Services, or violate the regulations, policies, or procedures of such networks; (viii) not to access (or attempt to access) any of the Services by means other than through the interface that is provided by SAVI Controls; and (ix) not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Website or the Software and Services.

(c) IN ADDITION, IN NO EVENT DOES SAVI CONTROLS AUTHORIZE YOU OR ANYONE ELSE TO USE THE SOFTWARE AND

SERVICES WHERE THE FAILURE OF THE SOFTWARE AND SERVICES TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN SIGNIFICANT PHYSICAL INJURY, OR IN LOSS OR PROPERTY, OR IN LOSS OF LIFE. ANY SUCH USE IS ENTIRELY AT YOUR OWN RISK, AND YOU AGREE TO INDEMNIFY AND HOLD SAVI CONTROLS HARMLESS FROM ANY AND ALL CLAIMS OR LOSSES RELATING TO SUCH UNAUTHORIZED USE.

(d) Modification. SAVI Controls reserves the right, at any time, to modify, suspend, or discontinue the Software and Services or any part thereof, with or without notice. You agree that SAVI Controls will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Software and Services or any part thereof.

## 4. Third-Party Content

The Software and Services may give you the ability to access content, such as music or video services, television or other material, controlled or provided by third parties ("Third-Party Content"). You understand and acknowledge that: (a) Third-Party Content remains the property of the applicable third parties, who have the sole right to determine your rights to use such content; (b) SAVI Controls is not responsible for, and has no editorial control over, any Third-Party Content, and SAVI Controls does not sponsor or endorse any such content; and (c) SAVI Controls has no control over the distribution of Third-Party Content. You agree that SAVI Controls will have no liability to you or to any third parties, including without limitation to anyone else who uses your SAVI Server, related to or arising out of to any Third-Party Content. You also agree that neither the Software and Services will not be used to illegally copy, display or otherwise make use of Third-Party Content without authorization from the appropriate rights holder or in violation of applicable law. Unauthorized copying or distribution of copyrighted or trademarks may constitute an infringement of the copyright or trademark holders' intellectual property rights. In addition, steps intended to defeat or bypass security measures designed to prevent infringement of the intellectual property rights of others may be illegal under U.S. law or comparable foreign laws. SAVI Controls reserves the right to terminate your right to access and use the Software and Services and delete your account if SAVI Controls believes in good faith that you have used the Software and Services or your SAVI Server to infringe upon the intellectual property rights of others.

## 5. Internet Service Provider Charges

Access to and use of the Software and Services requires the use of, and you are responsible for, an always-on broadband Internet connection. SAVI Controls is not responsible for and does not make any assurances about the availability or functionality of any broadband Internet connection. Network protection for your Internet connection is strongly advised to protect your SAVI Server against viruses and other types of harm. You are responsible for any service charges for your Internet connection incurred as a result of using or accessing the Website and/or the Software and Services and acknowledge and agree that you shall be solely responsible for all disputes with any Internet service provider related to the same.

## 6. Certain of Your Representations and Warranties to SAVI Controls

You represent and warrant to SAVI Controls that: (a) you have provided or will provide SAVI Controls with User Information that is correct and complete; (b) you will not use the Software and Services in violation of any applicable laws, regulations, or ordinances or for any illegal or unauthorized activities; (c) you take full responsibility for the actions of anyone to whom you disclose your password or login ID or whom you otherwise allow to access your account; and (d) you will never circumvent, compromise, nor attempt to circumvent or compromise any SAVI Controls security measures in connection with the Software and Services.

## 7. Dealers Are Independent Contractors, Not Agents of SAVI Controls

You are required to purchase your SAVI Server System from an authorized SAVI Controls dealer ("Dealer") in your area of your choice. While such Dealers receive training regarding SAVI Server, Dealers are independent contractors and service providers, and not employees or agents of SAVI Controls. Accordingly, (i) SAVI Controls makes no representations or warranties with respect to Dealers or their services and is in no way responsible for their acts or omissions, and (ii) Dealers have no right to bind SAVI Controls legally or otherwise make commitments on behalf of SAVI Controls. You are solely responsible to select a competent Dealer that meets your expectations. Such Dealer may offer additional installation, configuration or ongoing maintenance services. Any disputes, which may arise between you and your Dealer, are to be resolved between you and your Dealer.

## 8. Term and Termination

These Terms will remain in full force and effect so long as you continue to use or access the Software, Website and/or the Services, or until terminated in accordance with the provisions of this section. You may terminate your account and your right to use the Software and Services for any reason, at any time. Your access to the Software and Services and your account will be terminated upon your written or emailed request and any unused Subscription Fees that you have paid are nonrefundable. At any time SAVI Controls may suspend or terminate your rights to use the Software and Services, if SAVI Controls in good faith believes that you have used the Software and Services in violation of this Agreement. If you transfer or assign your SAVI Server or any

portion thereof to a new owner, your right to use the Software and Services with respect to such products automatically terminates, and the new owner will have no right to use the Software and Services under your account (as described below), and will be required to register for a separate account with SAVI Controls. In addition, SAVI Controls reserves the right to terminate your Software and Services account and this Agreement for any reason or no reason, if SAVI Controls gives you at least thirty (30) days advance notice of such termination. Upon any such termination of your account by SAVI Controls, you will remain obligated to pay all outstanding fees and charges relating to your use of the Software and Services prior to termination, but SAVI Controls will return any unused Subscription Fees that you have paid if Your account is terminated for any reason other than Your breach of this Agreement.

## 9. Ownership

You acknowledge that all right title and interest in and to the Software and Services, including all intellectual property rights therein and thereto, remain the exclusive property of SAVI Controls and its licensors, and this Agreement grants to you no right or interest therein other than the limited rights expressly set forth herein, and SAVI Controls and its licensors and suppliers reserve all rights not granted in this Agreement.

## 10. Your Indemnification of SAVI Controls

You agree to defend, indemnify and hold harmless SAVI Controls, and its officers, directors, employees, consultants, agents, and other representatives, from and against any and all suits, claims, actions, proceedings, damages, demands, injuries, liabilities, losses, costs and expenses (including reasonable attorneys fees), arising from or related to: (a) your negligence or willful misconduct; (b) your use of the Software and Services; (c) your breach of any of your representations, warranties, obligations, or covenants in this Agreement; and (d) your use of Third-Party Content.

## 11. Warranty Disclaimers

(a) THE WEBSITE AND THE SOFTWARE AND SERVICES ARE PROVIDED FOR YOUR CONVENIENCE, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, AND SAVI CONTROLS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM, TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAVI CONTROLS AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE WEBSITE OR THE SOFTWARE AND SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SAVI CONTROLS, ANY DEALER OR THROUGH THE WEBSITE OR THE SOFTWARE AND SERVICES SHALL CREATE ANY WARRANTY WITH RESPECT TO THE WEBSITE OR THE SOFTWARE AND SERVICES. FURTHER, SAVI CONTROLS DOES NOT WARRANT THAT THE WEBSITE OR THE SOFTWARE AND SERVICES OR THE CONTROL4 SERVERS THAT PROVIDE YOU WITH DATA AND CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK WITH RESPECT TO YOUR USE OF THE SOFTWARE AND SERVICES. FURTHERMORE,

SAVI CONTROLS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROFESSIONAL SERVICES PERFORMED BY ANY SAVI CONTROLS DEALERS.

## 12. LIMITATION OF LIABILITY

IN NO EVENT WILL SAVI CONTROLS OR ANY OF ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATED TO SAVI CONTROL'S PERFORMANCE OR FAILURE TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT, OR YOUR USE OF THE WEBSITE AND/OR THE SOFTWARE AND SERVICES, OR THE OPERATION OR USE OF THE SOFTWARE AND SERVICES OR YOUR SAVI SERVER THROUGH YOUR ACCOUNT BY ANYONE ELSE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM LOSS OF DATA, PROGRAMMING OR THIRD PARTY CONTENT, LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION; (B) FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST YOU BY ANY THIRD PERSON; (C) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY SAVI CONTROLS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND SAVI CONTROL'S REASONABLE CONTROL; OR (D) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST SAVI CONTROLS MORE THAN ONE YEAR AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SAVI CONTROLS' AND ITS SUPPLIERS' TOTAL, CUMULATIVE LIABILITY ARISING FROM OR RELATED TO YOUR USE OF THE WEBSITE AND/OR THE SOFTWARE AND SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO SAVI CONTROLS OR SAVO CONTROLS' AUTHORIZED RESELLER FOR THE SOFTWARE AND SERVICES GIVING RISE TO LIABILITY IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY. YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 14 APPLY WHETHER A CLAIM IS ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING

NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ALSO AGREE THAT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES, FORM A MATERIAL PART OF THIS AGREEMENT, AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY LIMITED REMEDY PROVIDED TO YOU FAILS IN ITS ESSENTIAL PURPOSE.

## 13. Exclusions

Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

## 14. Forward-Looking Statements

This website contains express or implied forward-looking statements, which are based on current expectations of management. These statements relate to, among other things, our expectations regarding management's plans, objectives, and strategies. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, and which could cause actual results to differ materially from those contemplated in these forward-looking statements. In particular, the risks and uncertainties include, among other things: changing market conditions, the introduction of new competitive products, challenges related to changing technologies, supply chain disruptions, unanticipated defects or deficiencies in the hardware, software or related services or changes in governmental regulations or requirements. SAVI Controls assumes no obligation to update any forward-looking statements contained on the Website in the event of changing circumstances or otherwise, and such statements are current only as of the date they are made.

## 15. Updates

SAVI Controls may make improvements and/or changes to the Software and Services at any time. We also attempt to periodically make updates to the Website; however, the information, materials and services provided on or through the Website may occasionally be inaccurate, incomplete or out of date. SAVI Controls does not have a duty to update information contained in this Website, and SAVI Controls will not be liable for any failure to update such information. We make no representation as to the completeness, accuracy or timeliness of any information on this Website, and we undertake no obligation to update or revise the information contained on this Website, whether as a result of new information, future events or circumstances or otherwise. It is your responsibility to verify any information contained in this Website before relying upon it.

## 16. Governing Law and Jurisdiction; Waiver of Jury Trial

This Agreement and any claims arising hereunder will be governed by the laws of the State of Texas, excluding principles of conflict or choice of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. To the extent permitted by applicable law, you and SAVI Controls hereby irrevocably submit to the jurisdiction of any Texas state court or United States federal court, in either case sitting in Texas over any suit, action or other proceeding brought by you, a third party, or SAVI Controls arising out of or relating to these Terms, and you and SAVI Controls hereby irrevocably agree that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG THEM. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court or other tribunal (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT, AND RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

## 17. Miscellaneous

This Agreement represents the entire agreement between you and SAVI Controls with respect to your use, and SAVI Controls' provision, of the Website and the Software and Services, and its terms supersede and replace any prior or contemporaneous written or oral statements by SAVI Controls or its representatives, dealers, or resellers. If any provision of this Agreement is held by a court to be invalid or unenforceable under applicable law, such provision will be deemed modified to the extent necessary to render such provision valid and enforceable, and the other provisions of this Agreement will remain in full force and effect. The official text of this Agreement or notice submitted hereunder shall be in English. In the event of any dispute concerning the construction or meaning of this Agreement, reference shall be made only to this Agreement as written in English and not to any translation into another language, and this Agreement will not be construed against the drafting party. You may not amend this Agreement except in a writing signed by SAVI Controls. You may not assign, sublicense or transfer any of your rights and obligations under this Agreement to a third party without SAVI Controls' prior written consent. Any attempted assignment,

sublicense, or transfer without the prior written consent of SAVI Controls shall be null and void. SAVI Controls' failure to enforce any of the terms of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of SAVI Controls' right to do so at any time. Sections 4(b), 5, 9, and 11 - 16 shall survive any termination or expiration of this Agreement.