



## HOME™ DEVICE LICENSE TERMS AND CONDITIONS

**IMPORTANT:** PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT. THIS HOME™ DEVICE LICENSE TERMS AND CONDITIONS CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN VERIDIFY SECURITY INC. ("VERIDIFY"), A DELAWARE, U.S.A., CORPORATION, WITH ITS PRINCIPAL OFFICE LOCATED AT 100 BEARD SAWMILL ROAD, SUITE 350, SHELTON, CONNECTICUT, AND THE CUSTOMER. DO NOT INSTALL OR USE THE HOME DEVICE AS SPECIFIED IN YOUR ORDER UNLESS YOU AGREE TO BE BOUND TO THESE TERMS OR YOU ARE AUTHORIZED TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY OR A THIRD PARTY FOR WHOM YOU ARE INSTALLING THE HOME DEVICE. INSTALLATION OR USE OF THE HOME DEVICE, WHICHEVER COMES FIRST, CONSTITUTES THE ACCEPTANCE OF THE TERMS SET FORTH BELOW. IF YOU CHOOSE NOT TO ACCEPT THESE PROVISIONS, DO NOT INSTALL OR USE HOME DEVICE. FOR PURPOSES OF THIS AGREEMENT, "YOU" MEANS YOU PERSONALLY, IF EXERCISING THE RIGHTS GRANTED FOR YOUR OWN BENEFIT, OR YOUR COMPANY OR A THIRD PARTY, IF EXERCISING THE RIGHTS GRANTED FOR YOUR COMPANY'S OR THIRD PARTY'S BENEFIT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE CUSTOMER'S PURCHASE ORDER, IF ANY, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN.

THIS AGREEMENT WAS UPDATED OCTOBER 01, 2023, AND SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER THE FOREGOING DATE.

### 1. LICENSE GRANT: HOME DEVICE SCOPE OF USE

This agreement authorizes the Customer to use the HOME DEVICE on a non-assignable, nontransferable (without any right to sublicense), non-exclusive, limited, and revocable license only for the authentication of approved enrolled and managed devices and, if electing to enroll and manage devices, with a VERIDIFY approved cloud-based software-as-a-service.

The Customer may not rent, lease, license, transfer, assign, sell, or otherwise provide access to the HOME DEVICE, in whole or in part, on a temporary or permanent basis to any third-party without VERIDIFY's prior written consent. The HOME DEVICE is not intended for use in nuclear, aviation, mass transit, medical, lifesaving or life-sustaining applications, or other inherently dangerous applications or other equipment in which the failure of the HOME DEVICE could lead to personal injury, death, physical or environmental damage. Customers using the HOME DEVICE in such applications do so at their own risk and agree to fully indemnify VERIDIFY for any damages resulting from such improper use or sale. VERIDIFY disclaims liability for any damages caused by such use. Customers are responsible for their products and applications using the HOME DEVICE, which may deviate from published specifications as a result of design defects, errors, or operation of products outside of published parameters or design specifications. Customers should include design and operating safeguards to minimize these and other risks. VERIDIFY assumes no liability for applications assistance, customer product design, or damage to any equipment resulting from the use of the HOME DEVICE outside of stated published specifications or parameters.

Except as expressly provided in this agreement, you are not granted any right, title or interest in the HOME DEVICE by implication or otherwise. Ownership remains with VERIDIFY and its suppliers, if any. For any third-party hardware or software contained in HOME ("Third-Party Products"), you agree to be bound by the agreement governing the use of such hardware and software. You agree that you are responsible for the proper deployment, tracking, use and record keeping of Third-Party Products.

### 2. TITLE, RISK, AND DELIVERY

The HOME DEVICE is protected by patent\* and copyright laws, applicable trade secrets laws, and international treaties and other intellectual property laws and treaties. The HOME DEVICE includes

third-party manufactured hardware, the specifications and terms of which are specified by the applicable third-party, but only for use with the HOME DEVICE, and programs licensed pursuant to certain open-source or third-party license agreements. The HOME DEVICE does not constitute an edited version or further development of such programs. Title to tangible goods contained in the HOME DEVICE passes on VERIDIFY's shipment. Title to the HOME DEVICE software, including any firmware, and any third-party software subject to this Agreement, all property rights therein and all materials supplied to Customer under this Agreement, shall remain the sole property of VERIDIFY (its successors and assigns) and its suppliers.

The HOME DEVICE may contain a lithium-ion battery. Customer is responsible to ensure the proper disposal of the HOME DEVICE; the improper disposal could cause serious and irreversible damage to the environment.

Customer will (i) obtain all licenses required to import the HOME DEVICE into the country or countries in which it intends to use or store, or other countries considered to be an importing country under applicable law, (ii) clear HOME through local customs promptly upon its arrival, and (iii) pay all customs duties and other charges assessed on such importation.

### 3. CONFIDENTIALITY AND TRADE SECRET PROTECTION

Customer must maintain the secrecy of and not disclose, without VERIDIFY's express written consent, all trade secrets, proprietary information, or confidential information, which Customer receives from VERIDIFY. The Customer may not reproduce, transmit, modify, adapt, or translate nor reverse engineer, decompile, disassemble, adapt, modify, duplicate, or otherwise copy or reproduce, or create derivative works of or based on the HOME DEVICE, in whole or in part, without obtaining VERIDIFY's or the applicable licensor's prior express written permission. To the extent the European Union Software Directive is applicable, the Customer may modify, adapt, translate, reverse compile, reverse assemble, or reverse engineer any software code in any manner to the extent, and only to the extent, necessary to achieve interoperability with an independently created program, if the information needed to achieve such interoperability has not previously been or made readily accessible to the Customer by VERIDIFY upon reasonable request. The Customer may not alter, remove, or cover any product identification, copyright, trademark, or proprietary notices or restricted notice(s) or legend(s) in or on The HOME DEVICE and should include appropriate notices of VERIDIFY's ownership. The inclusion of a

copyright notice on or contained in software shall not cause or be construed to cause it to be a published work.

**4. WARRANTY; LIMITATION OF LIABILITY**

THE DOME DEVICE, INCLUDING ANY THIRD-PARTY PRODUCTS CONTAINED THEREIN, UNLESS PROVIDED OTHERWISE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, PERFORMANCE, QUALITY OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. THE DOME DEVICE, FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION, SHALL BE IN MATERIAL COMFORMITY WITH ITS DOCUMENTATION. WITHOUT LIMITING THE FOREGOING, VERIDIFY DOES NOT WARRANT THAT THE DOME DEVICE AND ANY OTHER MATERIALS, PROVIDED IF ANY: SATISFY CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR SHALL BE ACCURATE OR RELIABLE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

VERIDIFY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, STATUTORY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS THAT MAY RESULT FROM THE USE OF DOME, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES SHALL VERIDIFY BE LIABLE TO ANY PERSON (NATURAL OR OTHERWISE) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES RESULTING FROM USE OR RELIANCE ON THE DOME KIT, IN WHOLE OR IN PART, LOSS OF PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF ADVISED OF SUCH POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS. NOTWITHSTANDING ANY OF THE FOREGOING, VERIDIFY'S MAXIMUM LIABILITY SHALL NOT EXCEED ANY FEES ACTUALLY PAID TO VERIDIFY FOR THE DOME DEVICE OR \$100, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS WILL APPLY, EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**5. GOVERNING LAWS; EXPORT COMPLIANCE; GOVERNMENT RESTRICTED RIGHTS**

You acknowledge that DOME is protected by United States copyright law and applicable trade secret law, as well as international treaties, and this agreement is governed by the laws of the United State of America and the State of Connecticut, without regard to Conflict of Law Principles and the United Nations Convention on Contracts for the International Sale of Goods. All parties submit to the non-exclusive jurisdiction and venue of the state and federal courts in the State of Connecticut, U.S.A. If any of the terms are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then that term held to be invalid, void, or unenforceable shall be enforced to the maximum extent permissible

so as to effect the intent of the Agreement, and the remainder of the terms shall remain in full force and effect, and in no way shall be affected, impaired, or invalidated. Customer agrees that any preliminary or final order or judgment issued against Customer shall be enforceable in the domestic court of Customer and that Customer promptly shall provide any consents or stipulations necessary to facilitate enforcement of such orders or judgments in the domestic courts of the Customer against which enforcement is sought.

YOU UNDERSTAND THAT THE DOME DEVICE MAY BE SUBJECT TO THE UNITED STATES EXPORT CONTROL LAWS. YOU CERTIFY (i) NOT TO SELL, LICENSE, OR OTHERWISE EXPORT OR RE-EXPORT THE DOME DEVICE OR ANY DERIVED INFORMATION IN VIOLATION OF SUCH LAWS; (ii) YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO U.S. GOVERNMENT EMBARGO, OR THAT YOU DO NOT RESIDE IN A "TERRORIST SUPPORT" COUNTRY AS DESIGNATED BY THE U.S. GOVERNMENT, AND YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES; AND (iii) YOU WILL COMPLY WITH ALL APPLICABLE EXPORT CONTROL LAWS AND REGULATIONS, AND WILL INDEMNIFY VERIDIFY FOR ALL DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, RESULTING FROM YOUR FAILURE TO DO SO.

THE DOME DEVICE IS PROVIDED WITH RESTRICTED RIGHTS. THE MATERIALS ARE CONSIDERED COMMERCIAL IN NATURE; USE, DUPLICATION, OR DISCLOSURE IS PROHIBITED -- APPLICABLE FARs/DFARS RESTRICTIONS APPLY TO GOVERNMENT USE. The manufacturer is Veridify Security Inc., 100 Beard Sawmill Road, Suite 350, Shelton, CT 06484.

**6. TERM AND TERMINATION**

This Agreement is for the DOME DEVICE is perpetual and shall be terminated immediately should you breach any term of this Agreement. Upon termination, you shall remove, destroy or delete the DOME DEVICE as applicable from your systems along with all copies and parts thereof in any form as well as any other information derived from the use of the DOME DEVICE. Notwithstanding the termination of this Agreement, the confidentiality and non-disclosure provisions set forth above remain in effect for a period of five (5) years following termination and for such additional period to the extent any Confidential Information constitutes a trade secret.

**7. ENTIRE AGREEMENT**

This agreement contains all the terms applicable to the purpose and use of the DOME DEVICE unless a separate agreement is entered into by the parties. No modification or waiver of the Agreement is effective unless it is in writing and signed by an authorized representative of the party charged with having given the waiver, or both parties in the event of a modification. No failure or delay by VERIDIFY to assert any rights or remedies will be construed as a waiver or a continuing waiver of its rights and remedies, nor will a failure or delay to assert a breach be deemed to waive that or any other breach.

\* See, [www.veridify.com/terms-of-use/](http://www.veridify.com/terms-of-use/) which provides information intended to satisfy the virtual patent marking requirements of various jurisdictions, including the virtual patent marking provisions of the America Invents Act, 35, U.S.C. 287(a).