

## TELESENSE TERMS OF SERVICE

### Website and Web & Mobile Applications

Thank you for using the TeleSense, Inc.'s ("TeleSense" or "we" or "our" or "us") website at <https://www.telesense.com>, web application at <https://telesense.app> and/or mobile applications ("Sites"). These Terms of Service ("Agreement") govern your browsing, viewing and other use of the Sites. For clarity, if you are a user of our hardware products ("TeleSense Solutions"), separate terms apply to your access and use. If you are viewing this on your mobile device, you can also view this Agreement via a web browser at <http://www.telesense.com/terms-of-service>.

**BEFORE USING THE SITES, PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON "ACCEPT" OR OTHERWISE USING THE SITES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE PROVISIONS OF SECTION 10 UNDER WHICH YOU AGREE TO ARBITRATE CERTAIN CLAIMS INSTEAD OF GOING TO COURT AND AGREE NOT TO BRING OR PARTICIPATE IN CLASS ACTION CLAIMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN PLEASE DO NOT CLICK "ACCEPT," IN WHICH CASE YOU WILL NOT BE ABLE TO USE THE SITES.**

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE REQUISITE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SITES THROUGH SUCH ENTITY'S ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH TELESENSE IS LIMITED TO BEING A SITES USER, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF TELESENSE FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF TELESENSE.

**Note for Children.** The Sites are not for persons under the age of 18. If you are under 18 years of age, then please do not use the Sites. By clicking the "I Agree" button or by otherwise using the Sites, you represent that you are at least 18 years of age.

TeleSense's Privacy Policy, at <http://www.telesense.com/privacy-policy> (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including usage data) by TeleSense in connection with the Sites. The Privacy Policy, as may be updated by TeleSense from time to time in accordance with its terms, is hereby incorporated into this Agreement, and you hereby agree to the collection, use and disclosure practices set forth therein.

**1. Representations and Warranties.** You represent, warrant and covenant that, in connection with this Agreement or the Sites, you will not and will not attempt to: (i) violate any laws, third party rights or our other policies; (ii) attempt to use the Sites if TeleSense has banned or suspended

you; or (iii) defraud TeleSense or another user. Any illegal activities undertaken in connection with the Sites may be referred to the authorities.

2. **Ownership; Proprietary Rights.** As between you and TeleSense, TeleSense owns all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to the Sites, all content available in connection therewith and all usage and other data generated or collected in connection with the use thereof (the “TeleSense Materials”). Except for as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of the TeleSense Materials. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, algorithm or programs underlying the TeleSense Materials. TeleSense reserves the right to modify or discontinue the Sites or any version(s) thereof at any time in its sole discretion, with or without notice.

3. **Third Party Sites.** The Sites may include links that allow you to access other web sites or online services that are owned and operated by third parties. You acknowledge and agree that TeleSense is not responsible and shall have no liability for the content of such third-party sites and services, products or services made available through them, or your use of or interaction with them.

4. **Prohibited Uses.** As a condition of your use of the Sites, you will not use the Sites for any purpose that is unlawful or prohibited by this Agreement. You may not use the Sites in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party’s use of it. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites. You agree not to scrape or otherwise use automated means to access or gather information from the Sites, and agree not to bypass any robot exclusion measures we may put into place. In addition, you agree not to use false or misleading information in connection with the Sites.

5. **Additional Terms.** When you use certain features or materials on the Sites, or participate in a particular promotion, event or contest through the Sites, such use or participation may be subject to additional terms and conditions posted on the Sites. Such additional terms and conditions are hereby incorporated within this Agreement, and you agree to comply with such additional terms and conditions with respect to such use or participation.

6. **Termination.** You agree that TeleSense, in its sole discretion and for any or no reason, may terminate this Agreement, your account or your use of the Sites, at any time and without notice. TeleSense may also in its sole discretion and at any time discontinue providing the Sites, or any part thereof, with or without notice. You agree that TeleSense shall not be liable to you or any third-party for any such termination. Sections 1 through 11 will survive any termination of this Agreement.

7. **Disclaimers; No Warranties.** THE SITES AND ANY CONTENT, INFORMATION OR OTHER MATERIALS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TELESENSE AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. TELESense AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DO NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

8. **Indemnification.** You agree to indemnify and hold TeleSense and its affiliated companies, and each of their officers, directors and employees, harmless from any claims, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, (any of the foregoing, a "Claim") arising out of or relating to your use or misuse of the Sites, breach of this Agreement or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of TeleSense's willful misconduct or gross negligence. TeleSense reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

9. **Limitation of Liability and Damages.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL TELESense OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THE SITES, INCLUDING YOUR USE THEREOF, OR ANY OTHER INTERACTIONS WITH TELESense, EVEN IF TELESense OR A TELESense AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE TELESense'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE TOTAL LIABILITY OF TELESense OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SITES EXCEED ONE HUNDRED U.S. DOLLARS.

#### 10. **Arbitration.**

10.1 Agreement to Arbitrate. This Section 10 is referred to herein as the "Arbitration Agreement." The parties agree that any and all controversies, claims, or disputes between you and TeleSense arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court

action (other than a small claims court action to the extent the claim qualifies and other than claims for injunctive or other equitable relief). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

10.2 Class Action Waiver. THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

10.3 Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would, including without limitation, the limitation of liability provisions in Section 9. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against TeleSense.

10.4 Venue. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or TeleSense may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.

10.5 Governing Law. The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Sites users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.

10.6 Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.

10.7 Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

10.8 **Severability.** If a court decides that any term or provision of this Arbitration Agreement other than Section 10.2 is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 10.2 is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

11. **Miscellaneous.** TeleSense may make modifications, deletions and/or additions to this Agreement (“Changes”) at any time. Changes will be effective: (i) the first time you access or use the Sites after such Changes are posted to the Sites; (ii) thirty (30) days after TeleSense provides notice of the Changes, whether such notice is provided through the Sites, is sent to your e-mail address or otherwise; or (iii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. Under this Agreement, you consent to receive communications from TeleSense electronically. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to this Agreement or the Sites that is not subject to arbitration under Section 10 shall be filed only in the state or federal courts in the State of California (or a small claims court of competent jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding the foregoing, either party may petition any court of competent jurisdiction for injunctive or other equitable relief. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party’s right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TeleSense without restriction. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to this Agreement made by TeleSense as set forth herein.

12. **More Information; Complaints.** The services hereunder are offered by TeleSense, Inc., email: info@telesense.com, telephone: (833) 472-4600, address: TeleSense, Inc., 530 Lakeside Drive, Suite 160, Sunnyvale, California 94085. If you are a California resident, we are required to inform you that you may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs via mail at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834 or telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700.