

## End User Licensing Agreement

Android/Google Play

Licensed Application Provider:  
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### 1. License Grant

Subject to the terms of this End User Licensing Agreement (“EULA”), Echoflex Solutions Inc. (“ECHOFLEX”) grants to You, the user, a non-exclusive license to download, install, and use ECHOFLEX’s ElahoAccess application (together with any updates, modifications, or new versions, the “Licensed Application”). The Licensed Application is licensed, not sold, to You for use only under the terms of this license. ECHOFLEX reserves all rights not expressly granted to You. Any support, including technical support, along with peripheral services provided by ECHOFLEX in relation to the Licensed Application but not stemming from a separate agreement, shall be referred to as the “Services.”

### 2. Scope of License

The license granted to You for the Licensed Application by ECHOFLEX is limited to a non-exclusive, non-transferable license to download, install, and use the Licensed Application on any device allowed under any applicable terms and conditions of the application marketplace used to purchase the Licensed Application. This license does not allow You to use the Licensed Application on any device that You do not own or control. You may not rent, lease, sell, redistribute, or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and other applicable agreements or terms from the application marketplace or Google), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application (except to the extent that lighting control patterns and effects, which are a part of the regular functionality of this application, are determined to be derivative works), any updates, or any part thereof, except to the extent any foregoing restriction is prohibited by applicable law or not permitted by the terms governing use of any open sourced components included with the Licensed Application. Any attempt to do so is a violation of the rights of the ECHOFLEX and its licensors. If You breach any restriction in this EULA or the license granted herein, You may be subject to prosecution and damages. ECHOFLEX may modify or discontinue this license at any time in accordance with sections 12, 13, and 18 of this EULA.

### 3. Warranty

ECHOFLEX recognizes that for many of its customers in the arts, “the show must go on” and will in good faith attempt to provide prompt service to customers experiencing downtime of the Licensed Application or other ECHOFLEX products, however, ECHOFLEX cannot in any way guarantee effective or timely service in the case of downtime or other malfunctions, whether or not during live events. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION, (INCLUDING ANY UPDATES, MODIFICATIONS, OR NEW VERSIONS) AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION OR BY ECHOFLEX ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND

ECHOFLEX HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ECHOFLEX DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ECHOFLEX OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, THE ABOVE EXCLUSION AND LIMITATIONS ONLY APPLY TO YOU AS ALLOWED. IN THE EVENT OF ANY FAILURE OF THE LICENSED APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY OR IN THE CASE OF BREACH OF THIS EULA BY ECHOFLEX, YOU MAY NOTIFY GOOGLE, AND GOOGLE WILL REFUND THE PURCHASE PRICE FOR THE LICENSED APPLICATION TO YOU, LESS THE PORTION OF THE TRANSACTION FEE SPECIFICALLY ALLOCATED TO THE CREDIT CARD/PAYMENT PROCESSING FOR THE ASSOCIATED TRANSACTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE WILL HAVE NO OTHER WARRANTY OBLIGATION, INCLUDING NO OBLIGATION TO PROVIDE MAINTENANCE OR SUPPORT SERVICES.

#### 4. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ECHOFLEX BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF INCOME, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ECHOFLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION ONLY APPLIES TO YOU ONLY AS ALLOWED. IN NO EVENT SHALL ECHOFLEX'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF THE PURCHASE PRICE OF THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### 5. Indemnity From Your Breach, Misuse, or Illegal Acts

You agree to defend and shall indemnify and hold harmless ECHOFLEX, its officers, directors, partners, shareholders, employees, agents, affiliates, successors, and assigns (collectively "Indemnified Parties") against any and all losses, damages (including, but not limited to, personal injury or property damage), liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, expenses, and the costs of enforcing any right to indemnification (collectively "Losses") under this Agreement incurred by any of the indemnified in this section, arising out of or relating to any claim of a third party for your actions or inactions, specifically including but not limited to including any action arising out of your breach of these terms, misuse of the Licensed Application or Services by You, or any illegal acts by You.

## 6. Indemnity From Your Configuration

You acknowledge that the Licensed Application contains controls and control configuration capabilities of lighting systems, and that configuration of these systems is not ECHOFLEX's responsibility under this EULA. You agree to defend and shall indemnify and hold harmless the Indemnified Parties against any and all Losses under this Agreement incurred by any of the Indemnified Parties, arising out of or relating to any claim of a third party due to or related to Your use of the Licensed Application and that section 4 of this EULA shall apply to any causes, claims, or other actions contemplated in section 4 and arising from your usage of the control and configuration capabilities of the Licensed Application.

## 7. Indemnity From Your Energy Use

You agree to defend and shall indemnify and hold harmless the Indemnified Parties for any violation, related to the use of the Licensed Application and Services by You, of any lighting, energy use, electricity use, or environmental laws pertaining to such uses, including but not limited to frequency and duration of use, and also including but not limited to laws regarding use of lighting without occupancy, along with any other similar or substantially related laws, rules, regulations, covenants, easements, zoning codes, or contractual obligations.

## 8. Changes to Hardware, Electrical, or Software Systems

You understand that the normal operation and/or functionality of the Licensed Application may be impaired by or in the course of repair, maintenance, technical support, replacement equipment, loaned equipment, adjustments to building or lighting systems, changes to hardware or software settings, and upgrades done by ECHOFLEX employees, independent contractors, You, or any other third parties, including those groups or persons certified or not certified by ECHOFLEX, and also including actions or omissions during the course of the above. You understand that any of the above could cause settings within the Licensed Application to have adverse, unpredictable, or unknown effects upon the system, for which ECHOFLEX shall have no responsibility, and you agree to indemnify, defend, and hold harmless ECHOFLEX for such effects.

## 9. Intellectual Property

You agree that any intellectual property contained in the Licensed Application, or provided as part of the Services is owned by ECHOFLEX and its licensors, not by You. You agree that the Licensed Application and Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Licensed Application and Services. You agree not to modify, rent, lease, loan, sell, or distribute derivative works based on the Licensed Application and Services, and You shall not exploit the Licensed Application and Services in any unauthorized way whatsoever, including but not limited to, by trespassing on or burdening network capacity. Any rights in improvements, techniques, and novel configuration settings created or discovered in the course of use of the Licensed Application or Services by You shall be the sole rights of ECHOFLEX. You agree not to obscure, remove, delete, or modify any notices of proprietary rights, proprietary information, confidential rights, or intellectual property, including any copyright, trademark, or patent notices.

## 10. Prohibited Use

You agree that the Licensed Application may include security technology that limits your use and that, whether or not limited by security technology, you shall use the Licensed Application in compliance with the applicable usage rules established by ECHOFLEX and/or Google, and that any other use of the

Licensed Application or software included in the Licensed Application may constitute a copyright infringement. You agree not to violate, circumvent, modify, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to the Licensed Application for any reason, or to attempt or assist another person to do so. ECHOFLEX reserves the right to enforce the terms of this EULA without notice to you. You shall not access or attempt to use a license or access an account that you are not authorized to use or access. You agree not to modify software for any purpose, including the purpose of obtaining unauthorized access. Violations of system or network security may result in civil or criminal liability. You further agree not to use the Licensed Application and Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that ECHOFLEX is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

#### 11. Consent to Use of Data

ECHOFLEX agrees to protect your privacy information in accordance with the Google Play Developer Distribution Agreement. You agree that Google may collect and use technical data and related information, including but not limited to crash reports, and also including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You. Google may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You. You agree that ECHOFLEX may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically, or gathered through use of third party software during the provision of Services, to facilitate the provision of software updates, product and technical support, and other Services to You related to the Licensed Application. ECHOFLEX may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You. You agree that the Licensed Application contains technology that allows discovery of ECHOFLEX products to which the device running the Licensed Application is networked or otherwise connected. By agreeing to this EULA, You also agree to be bound by ECHOFLEX's Privacy Policy and Terms of Use made available at: <http://www.echoflexsolutions.com/privacy-statement>. With respect to the license granted herein, the Licensed Application, and the Services, this EULA shall be controlling in any conflict with ECHOFLEX's Privacy Policy and Terms of Use.

#### 12. Termination

The EULA is effective until terminated by You or ECHOFLEX. You or ECHOFLEX may terminate this EULA at any time. Your rights under this license will terminate automatically without notice from ECHOFLEX if You fail to comply with any term(s) of this EULA. Upon termination of the EULA or the license granted herein, You shall immediately cease all use of the Licensed Application, and uninstall and destroy all copies, full or partial, of the Licensed Application. Waivers by You, limitations of liability, and obligations of You to refrain from prohibited actions shall survive this agreement for the maximum duration permitted by law.

#### 13. Right to Discontinue

You acknowledge that, because some aspects of the Licensed Application are enhanced or maintained through the ongoing involvement of ECHOFLEX, if ECHOFLEX changes any part of or discontinues any involvement, which ECHOFLEX may do at its election, it may not be possible to use the Licensed Application to the same extent as prior to such change or discontinuation, and that ECHOFLEX shall have

no liability to you in such case. ECHOFLEX, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ECHOFLEX be liable for the removal of or disabling of access to any such Services. ECHOFLEX shall have no responsibility for any product takedown that is initiated by Google beyond the refund of purchase price provided in section 3 of this EULA. ECHOFLEX has no responsibility to provide updates or bug fixes to the software. ECHOFLEX hereby disclaims any obligation to support the Licensed Application, the Services, or any other obligation under this EULA. ECHOFLEX shall have the right to discontinue the Licensed Application, the Services, or any other obligation under this EULA.

#### 14. Exports

You may not use or otherwise export or re-export the Licensed Application except as authorized by United States and Canadian law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S. or Canadian embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List, or the Canadian Government's Export Control List or the Area Control List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States or Canadian law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

#### 15. U.S. Government Restrictions

The software, any documentation, and other aspects of the Licensed Application were developed at private expense, are commercial, and are published. The Licensed Application and any documentation may be transferred to the U.S. Government only with the prior written consent of an officer of ECHOFLEX. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. All rights reserved under the copyright laws of the United States.

#### 16. Governing Law

This EULA, including but not limited to the Services and the license granted herein, are exclusively governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, except that any conflict-of-laws provision or doctrine does not apply to this EULA. You and ECHOFLEX agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA. The competent court sitting in the Province of British Columbia shall be the exclusive forum for any action or proceeding of any kind arising under or in relation to this EULA. You and ECHOFLEX irrevocably and unconditionally submit to the exclusive jurisdiction of such courts.

#### 17. Limitation of Claims

Any claims or actions initiated by You must be commenced within one year of when the claim or cause of action accrued.

#### 18. Changes to Terms of This EULA

ECHOFLEX, and its licensors, reserve the right to change, suspend (in whole or in part), and/or terminate this EULA at any time without notice. ECHOFLEX may also impose limits on the use of or access to certain Services, in any case and without notice or liability. ECHOFLEX shall maintain a copy of the most recent version of this EULA, which shall be controlling, and which shall include changes as they are made, at: [www.echoflexsolutions.com/EULA/ElahoAccess/](http://www.echoflexsolutions.com/EULA/ElahoAccess/)

#### 19. Force Majeure

ECHOFLEX is not responsible for any breach of this EULA by ECHOFLEX due to a force majeure event, whether foreseen or unforeseen, including but not limited to natural or man-made disasters, severe weather or geological events, states of emergency, declarations of martial law, epidemics, quarantines, uncontrolled presence of hazardous chemicals, other government actions, change in laws, or any other similar or dissimilar causes beyond the control of ECHOFLEX.

#### 20. Third Party Materials

The Licensed Application and Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”). By using the Licensed Application and Services, You acknowledge and agree that ECHOFLEX is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. ECHOFLEX does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials are provided solely as a convenience to You. ECHOFLEX disclaims any interoperability with third party devices, and you agree to indemnify ECHOFLEX from any and all liability from use of the application with third party devices.

#### 21. Outside the United States and Canada

ECHOFLEX makes no representation that the Licensed Application and Services are appropriate or available for use in any particular location. To the extent You choose to access the Licensed Application and Services, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. ECHOFLEX, and its licensors, reserve the right to change, suspend, remove, or disable access to the Licensed Application and the Services at any time without notice. In addition, third party Services and Third Party Materials that may be accessed from, displayed or linked are not available in all languages or in all countries.

#### 22. No Waiver

No failure of ECHOFLEX to insist upon or compel compliance by You with any of these terms and conditions shall be construed as a waiver by ECHOFLEX of its right to insist upon compliance. No waiver by ECHOFLEX of any breach by You shall be effective unless in writing signed by the President of ECHOFLEX. No waiver by ECHOFLEX of any breach by You shall be deemed a waiver of any other breach.

#### 23. Severability

If any provision of this EULA is held by a court of competent jurisdiction to be illegal or unenforceable for any reason, the illegal or unenforceable portion shall be severed, and the remainder of this EULA shall remain in full force and effect.

#### 24. Headings/Interpretation.

The headings and captions used in this EULA are for convenience only and shall not be used to interpret or construe any provision hereof. In addition, the parties agree that any rule of construction to the

effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this EULA.

#### 25. Entire Agreement

This EULA represents the entire agreement between You and ECHOFLEX with regard to the Licensed Application and Services. Nothing in this EULA shall affect other contracts between You and ECHOFLEX that are signed and in writing.

#### 26. Successors and Assigns.

The rights and liabilities of the parties hereon shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns. Nothing in this section shall grant any right of assignment to You.

#### 27. Google Play and the Right to Public Performance

ECHOFLEX hereby waives its rights under the restriction against public performance provided in the Google Play Terms of Service, solely to the extent that such performance is pursuant to the Licensed Application's intended use for lighting controls. Nothing in this section shall permit the public performance or display of any information considered proprietary in the sole discretion of ECHOFLEX.

#### 28. You Must be 13 Years of Age

You must be at least 13 years of age to agree to this EULA. The Licensed Application and the Services are not intended for children under 13 years of age. ECHOFLEX does not license the Licensed Application to any person under 13 years of age. No one under 13 years of age may provide any personal information to ECHOFLEX via the Licensed Application or the application market over which this EULA is offered. ECHOFLEX does not knowingly collect personal information from children under 13. In the event that ECHOFLEX learns that ECHOFLEX has collected personal information from a child, ECHOFLEX will delete that information and otherwise comply with the requirements of the Children's Online Privacy Protection act and applicable law.