

Fernsby Smart Home Limited
Suite 5500, 66 Wellington St. West, TD Tower, PO Box 97, Toronto, Ontario M5K 1G8
416-637-0900
smarthome@fernby.com

EQUIPMENT PURCHASE AND SERVICES AGREEMENT

THIS EQUIPMENT PURCHASE AND SERVICES AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 20__ by and between Fernsby Smart Home Limited (“**Fernsby**” or “**we**”) and

“**Customer**” or “**you**”:

Name(s):

Phone Number:

E-mail:

Address (prior to the occupancy of your new Home:

Household Location (the new Home):

Lot:

Legal Description:

Marketing Reference No:

Billing Address:

- Current address above
- Household address

1. Equipment We Provide and Install

On the closing of the transaction (the “**Closing**”) for the purchase of the new home associated with the household location above (the “**Household**”), we will supply to you the following equipment (the “**Equipment**”) related to our provision of the Services contemplated in Section 2 of this Agreement and will install it at the Household.

Equipment for Standard Package:

- One video doorbell
- One smart door lock
- One smart thermostat
- One smart light switch
- One Fernsby Hub (the “**Hub**”)

You will own all right, title and interest in, to and associated with each item of Equipment, once installed.

Fernsby will install some of the Equipment in the Household prior to and some after Closing. You acknowledge and agree that any Equipment to be installed after Closing can only be scheduled for installation after you have secured, set-up and have a high-speed Wi-Fi internet connection within the Household. Therefore, you agree to promptly arrange an installation appointment by contacting us at smarhome@fernsby.com or using such other scheduling process as Fernsby may employ from time to time, and to provide us with entry into the Household at the appointed time, once high-speed Wi-Fi internet service has been installed and activated in the Household, and no later than 90 days after Closing.

Fernsby agrees to complete installation of the Equipment no later than the 21st day after your scheduled installation appointment. “**Installation Date**” shall refer to the later of the date that Fernsby completes installation of the Equipment, or Closing.

WARRANTIES:

Fernsby will provide you with a limited warranty with respect to installation of the Equipment for twelve (12) months, commencing on the Installation Date (the “**Limited Warranty Period**”). If a defect or malfunction arises in the Equipment during the Limited Warranty Period, Fernsby shall replace, repair and/or service the defective or malfunctioning Equipment or component with the same or comparable equipment or components. The limited warranty includes the following:

- (a) Labour for Equipment originally installed by Fernsby, or an authorized Fernsby technician: Fernsby will cover the labour cost for the repair or replacement made under this limited warranty; and
- (b) Parts for Equipment originally installed by Fernsby, or an authorized Fernsby technician: Fernsby will cover the cost of parts for the repair or replacement made under this limited warranty. Where appropriate, replacement or reconditioned parts that are in as-new condition may be utilized for the repair or replacement and constitute fulfillment of these limited warranty terms.

In addition to the foregoing, following the expiration of the Limited Warranty Period, in the event that the Hub is defective, malfunctions, breaks or otherwise is inoperable or not operating properly, and:

- (c) If you have continued to pay and are current on the payment of the Fees (as defined below) following the Anniversary Date (as defined below) of this Agreement, then Fernsby shall repair or replace the Hub at no additional charge to you, in accordance with the processes set out in this Agreement; or
- (d) If you have not been paying or are not current in the payment of the Fees, then Fernsby shall have no further obligation or responsibility to repair, replace or otherwise deal with any issues relating to or arising from the Hub and its operation, and you acknowledge and agree that you will be

solely responsible to deal with any Hub malfunctions, repairs, replacement or corrections, and any and all costs associated therewith (including all costs for labour and parts).

Except to the extent required by applicable law, this limited warranty does not cover:

- Software, internet connectivity or batteries;
- Repairs that are needed because of an accident or repairs or changes made by someone other than Fernsby or an authorized Fernsby technician;
- Equipment that has been improperly or negligently maintained or tampered with (other than by Fernsby or an authorized Fernsby technician), use of the Equipment with parts or accessories from third parties or with parts or accessories not intended for or incompatible with the Equipment, or misuse of the Equipment or in contravention of any instructions that accompanied the Equipment;
- Damage to, or failure of the Equipment caused by theft, vandalism, fire, floods, hail, lightning, freezing, wind, earthquakes, atmospheric conditions, or other natural disasters or weather events, acts of God, strikes, walkouts, riots, acts of war, civil disobedience, court order, labour disputes or disturbances, epidemics, pandemics, quarantine, public health crisis, failure of suppliers to perform, governmental regulations, electrical wiring, power failures or reductions or fluctuations of whatever cause, internet or telecommunication or utility failures, or other causes beyond Fernsby's reasonable control;
- Equipment that is used for commercial purposes, or for anything other than use in the Household;
or
- Any other reason except an inherent defect in the Equipment or the installation of the Equipment.

The decision as to whether to repair or replace the Equipment is at Fernsby's discretion, to the extent permitted by law. Any replacement or repaired component will be warranted for the remainder of the original Limited Warranty Period, or for any additional period that is required by law.

To be eligible for service under this limited warranty, upon the discovery of the defective or malfunctioning Equipment, you must promptly contact our customer support team by email at smarhome@fernsby.com.

2. Services We Will Provide

During the Term of this Agreement, we will provide you the Standard Package/Smart Home Package services all as further described in Schedule "A" (the "**Services**"). Once all elements of the Equipment are installed, the Services will enable you to collect data from the Equipment, including the following information (collectively "**Your Smart Home Data**"): door lock status and PIN codes; thermostat mode, status and temperature measurements; light switch status; and information collected via your video doorbell, including live video stream and voice data, motion detection, and video recordings. You will be able to access Your Smart Home Data via a mobile app (the "**Fernsby App**").

3. License Terms You Will Comply With

Your use of the Equipment and the Services, including the Fernsby App, is also subject to the end user license agreement set out in Schedule “B” (the “EULA”). You agree to comply with all the terms and conditions of the EULA.

4. Your Responsibility for Passwords, Security and Legal Compliance

You are responsible for setting and securing any passwords used to restrict access to the Equipment and the Services and/or to control the Equipment used with the Services, in accordance with best practices for setting such passwords. Fernsby will not be liable to you in any way with respect to any harm or damage you suffer or may suffer, or as is or may be caused to the Household or anyone or anything within or related to you or the Household, which is in any way directly or indirectly related to your failure to set and secure any passwords or other security protocols as contemplated herein. You are responsible for complying with all applicable laws, regulations and bylaws, including without limitation privacy and data protection laws, as well as local bylaws and regulations governing the installation and operation of video doorbells. Without limiting the generality of the foregoing, you are responsible for providing any notices and obtaining any consents required under applicable privacy and data protection laws for you and/or Fernsby to collect, use, store disclose and otherwise process personal information in connection with the Equipment or Services, as described in this Agreement, the “Privacy Notice – Smart Home Included Features” that is attached hereto (the “**Privacy Notice**”) as Schedule D, and the “Privacy Policy for the Fernsby App and Smart Home Devices” that is available at www.fernssby.com (the “**Privacy Policy**”).

5. Duration of this Agreement

This Agreement will come into effect on Closing and shall continue indefinitely (the “**Term**”), provided that either you or Fernsby may terminate this Agreement at any time on 30 days’ written notice as set out in Section 9.

6. Fees You Will be Charged and Pay Fernsby

During the initial twelve (12) months from the Installation Date (or fifteen (15) months from the Closing, if shorter), Fernsby will provide you with the Equipment and the Services for free (\$0). However, you will be responsible for all utility costs, including internet and electricity that are incurred by the Household in connection with the use and operation of the Equipment. Commencing on the earlier of the one-year anniversary of the Installation Date or 15 months after Closing (the “**Anniversary Date**”), the fees for the Equipment and Services shall be the then-standard Fernsby monthly prices for such Equipment and Services, which are currently \$15 per month plus applicable taxes (the “**Fees**”).

Unless you terminate this Agreement on or prior to the Anniversary Date, and subject to any applicable notice or disclosure statement communicated to you in writing, Fernsby will commence billing you on the Anniversary Date and Fernsby may collect pre-authorized payments from you, as set out in Section 7. In accordance with Section 16, you acknowledge and agree that as of the Anniversary Date, and upon delivery of at least 30 days’ prior written notice from Fernsby to you, Fernsby has the right to increase the Fees at any time, in its sole discretion and as it deems appropriate, including without limitation, to reflect any costs or expenses relating to the operation of the Equipment or Services, including, but not limited to, taxes, licenses, permits, costs, fees, and charges which Fernsby may incur from any third party service providers. If you do not agree to the increase in the Fees, you have the right to terminate this Agreement by providing written notice of your termination of the Agreement according to the terms set

out in the notice received from Fernsby. If you do not terminate this Agreement according to the terms set out in the notice received from Fernsby, the amendment to the Fees shall take effect.

You acknowledge and agree that Fernsby makes no representation, warranties, guarantees or covenants whatsoever that you will be entitled to any incentives or credits (for example, home insurance discounts) by virtue of the use of the Equipment or the Services.

7. Payment

Fernsby will send you a monthly bill to the email address you have provided and your bill will set out the payment due date and the acceptable methods of payment. If not indicated, your bill is due 20 days from the date of the bill. Fernsby currently accepts pre-authorized payments, debit or credit card. You can set up pre-authorized payments directly from your bank. Alternatively, you can register a debit or credit card with Fernsby, in which case you are responsible for ensuring that, at all times, Fernsby has your current and accurate contact and payment information on-file. Fernsby will notify you via email at least 30 days before the Anniversary Date, at which point, if you choose to continue with the Services, you will be required to register a debit or credit card with Fernsby, if you have not already set up pre-authorized payments. Subject to any applicable notice or disclosure statement communicated to you in writing, and your right to terminate this Agreement at any time on 30 days' written notice as set out in Section 9, if you have registered your debit or credit card with Fernsby, Fernsby will bill you for the Fees starting on the Anniversary Date. If your contact or payment information changes during the Term, you must provide Fernsby with updated information, otherwise the continuity of your Services may be interrupted or suspended in accordance with Section 10. Should any Fees payment be returned or denied for non-sufficient funds ("NSF"), you agree to pay to Fernsby a NSF charge of \$25.

If you choose to pay by pre-authorized debit from your bank account, then you must provide Fernsby with a completed written authorization form attached hereto as Schedule C.

8. If Your Payment is Late

In the event that your payment is not received by Fernsby on the due date stated in your bill, Fernsby will have the right to charge you interest at a rate of 1.5% per month or 18% per year (for an effective rate of 19.56% per year) on all outstanding Fees or any other fees, charges or expenses contemplated hereunder from the date that such Fees or other fees, charges or expenses were due until they are paid in full.

9. Terminating this Agreement

You may terminate this Agreement at any time during the Term by providing 30 days' written notice to Fernsby. You must send any notices to Fernsby in writing to the following email address: smarthome@fernsby.com. Following such termination, you shall (i) be responsible for all Fees incurred up to and including the date of termination (such Fees to be pro-rated, as applicable); or (ii) retain the benefit of the Services for the remainder of the period for which you had pre-paid.

Fernsby has the right to terminate this Agreement at any time during the Term by providing you 30 days' written notice at the email or mailing address you have provided in this Agreement, or any other contact information you have provided to us. Fernsby also has the right to terminate this Agreement at any time

during the Term if you are in material breach of this Agreement which breach has not been cured within 7 days of your receipt of written notice from Fernsby of such breach.

In the event of termination or expiry of this Agreement for any reason whatsoever, you acknowledge and agree that we shall, and you hereby authorize us to remove your remote access to the Fernsby App, video storage, and access to customer support, including your limited warranty on the Equipment.

10. Suspending the Services

In the event that you are in breach of this Agreement, including without limitation if you have failed to pay any Fees or other amounts payable to us under this Agreement, Fernsby shall have the right, upon delivery of written notice to you, to suspend your access to the Services until such time as the breach is remedied and you pay the applicable reactivation fee, or we terminate this Agreement in accordance with its terms. Upon remedying the breach, you acknowledge and agree that you will be responsible to pay a reactivation administrative fee of \$50 as liquidated damages.

We may also suspend the Services in the event of a force majeure pursuant to Section 8 of Schedule A. In such a situation, you will not be responsible to pay a reactivation administrative fee.

11. We Disclaim Warranties

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES AND THE EXCLUSION OR LIMITATION OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THIS SECTION 11 MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EQUIPMENT, SOFTWARE REFERRED TO IN SCHEDULE B, AND THE SERVICES ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS, WARRANTY OR CONDITIONS OF ANY KIND WHATSOEVER UNLESS EXPRESSLY STATED BY US IN THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE WILL CREATE A REPRESENTATION, WARRANTY OR CONDITION, OR IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTY THAT MAY BE PROVIDED HEREIN UNLESS EXPRESSLY AGREED BY THE PARTIES. NO WARRANTY IS MADE THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE, TIMELY, SECURE, OR ERROR-FREE.

WE DO NOT WARRANT THAT THE EQUIPMENT OR THE SERVICES (A) WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION OR OTHER SUCH EVENT; AND (B) CANNOT BE DEFEATED OR COMPROMISED; OR (C) WILL ALWAYS OPERATE OR BE ACCESSIBLE.

12. We are Not Insurers nor a 911 Service

You acknowledge and agree that:

(a) we are not an insurer of the Household, its content or the property or the personal safety of persons in the Household. You will be solely responsible for securing any and all relevant insurance whatsoever (including without limitation property, content, life, health or disability insurance for yourself and persons who use the Equipment or are present in the Household);

(b) the Equipment and the Services may not always operate properly or at all for various reasons, and they will not, and we do not represent, warrant or guarantee that they will or may, prevent an unauthorized intrusion into the Household or unauthorized activities (including criminal conduct) by persons on or about the premises; and

(c) the Equipment and Services are not a 911 service, dispatch centre, emergency service provider, and/or lifesaving solution for people at risk in their home or otherwise, and you may not contact Fernsby or its suppliers or contractors with any life or safety, medical or other emergency.

13. Our Liability is Limited

(A) LIMITATION ON TYPE OF DAMAGES. IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL FERNSBY OR ITS AFFILIATES BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES EVEN IF FERNSBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. WHETHER DIRECT OR INDIRECT, FERNSBY AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH, OR (C) LOSS OF GOODWILL OR REPUTATION.

(B) LIMITATION ON DIRECT DAMAGES. THE LIABILITY OF FERNSBY AND ITS AFFILIATES TO YOU FOR ANY AND ALL CAUSES OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) ARISING OUT OF OR RELATING TO ANY SERVICES, SOFTWARE OR EQUIPMENT, INCLUDING UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF THE FEES (INCLUDING ANY ADDITIONAL FEES, CHARGES OR EXPENSES INCURRED HEREUNDER) ACTUALLY PAID TO FERNSBY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE LAST CLAIM GIVING RISE TO SUCH LIABILITY AROSE (EXCLUDING ANY PASS-THROUGH EXPENSES, OUT-OF-POCKET EXPENSES AND TAXES) OR \$1,000, WHICHEVER AMOUNT IS GREATER.

14. Additional Terms that You and Fernsby Will Comply With

You acknowledge and agree to comply with the Additional Terms set out in Schedule “A”.

15. This is Our Entire Agreement

This Agreement, which includes Schedule “A” (Additional Terms), Schedule “B” (EULA), Schedule “C” (Pre-Authorized Debit (“PAD”) Plan Agreement), Schedule “D” (Privacy Notice) and the Privacy

Policy, is the entire agreement between you and Fernsby. It replaces any earlier oral or written understanding or agreements.

16. Amendments to this Agreement

Subject to applicable law, and the terms and conditions set out herein, we reserve the right, in our sole and absolute discretion, to modify all or any portion of this Agreement, including the Fees, Term, and Services, at any time without incurring any liability or obligation whatsoever to you or any other person or entity. Where required by law, or at our discretion, we will provide you with at least 30 days' written notice of any such modifications to the email and/or your mailing address you have provided, or any other contact information we have for you. If you do not terminate this Agreement according to the terms set out in the notice received from Fernsby, the amendment shall take effect. To the fullest extent permitted by applicable law, your continued use of the Services after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, the terms of this Agreement, as revised.

17. What Laws Govern

This Agreement is governed by, and will be interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein unless the Canadian province in which the Household is located requires the applicable provincial laws of that province to apply, in which case, the laws of that province will apply.

18. MISCELLANEOUS

- (a) No failure or delay by either party in enforcing any clause of this Agreement or exercising any right hereunder shall constitute or be construed as a waiver of that right. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is to be asserted. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- (b) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, such or part thereof shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision or part to the fullest extent permitted by law, and the remaining part of such provision and all other provisions of this Agreement will continue in full force and effect.
- (c) Fernsby may at any time assign its rights and obligations under this Agreement, in whole or in part, without advance notice to you. You may not assign your rights and obligation under this Agreement, directly or indirectly, without our prior written consent. Subject to the foregoing, this Agreement shall be binding on and enure to the benefit of the parties and respective successors and permitted assigns.
- (d) The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- (e) The parties acknowledge and agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

19. THIS IS A LEGAL AGREEMENT

READ THIS AGREEMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND FERNSBY. KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

By signing this Agreement below, you agree to be bound by the terms and conditions of this Agreement, including Schedule A (Additional Terms) and Schedule B (EULA).

By signing below, you acknowledge that you have had an opportunity to review this Agreement, to correct any errors, and to accept or decline the terms hereof. You confirm there are no errors and you accept the above terms.

Fernsby Smart Home Limited

CUSTOMER SIGNATURE

By:

Signature

Signature

Printed Name:

Schedule A

Additional Terms

1. Standard Package

- a. Self-Monitoring. Through the Fernsby App, you will have the ability to monitor certain activities within the Household using the installed Equipment that will be connected to the network facilities of your telecommunications service provider, and, where connected with the Equipment, to program access, heating, lighting and other control systems within your premises. You acknowledge and agree that Fernsby has the right to collect, access, use, store, disclose and otherwise process Your Smart Home Data as described in Section 7, but that Fernsby has no obligation to monitor Your Smart Home Data or take any action with respect to Your Smart Home Data. For clarity, Fernsby cannot remotely control the Equipment.
- b. Installation. Fernsby will install the Equipment at the Household by the Installation Date. No later than 1 week prior to Closing Date, Fernsby may e-mail you a link to our self-scheduling tool where you will be able to select an installation date and time window. Alternatively, you can email us at smarhome@fernsby.com to arrange an installation appointment, or use such other scheduling process as Fernsby may employ from time to time. We will perform such installations during our normal business hours, and you will give us reasonable and uninterrupted access to the Household. We will not be responsible if the installation is delayed for any reasons beyond our control including without limitation if you fail to provide us with reasonable and uninterrupted access to the Household, or if you have not arranged for high-speed Wi-Fi internet connection within the Household. If Fernsby is unable to install the Equipment during the installation appointment because you do not provide entry to the Household, or a responsible adult is not present at the Household throughout the duration our visit, or there is not a high-speed Wi-Fi internet connection within the Household, the appointment will need to be rescheduled and you will be charged a \$100 missed appointment fee as liquidated damages, and not as penalty.
- c. Your Obligation to Provide. The Services will require electrical or battery power to operate as well as internet, which you must supply at your expense. You acknowledge and agree that you may lose Service during a power outage unless you supply, install and maintain at your own expense a battery backup power system. You understand and agree that to remotely control smart devices through the Fernsby App, you must subscribe to and/or have access to a cellular data plan or high-speed Wi-Fi internet connection.
- d. Repair Service. In accordance with Section 1 of this Agreement under “Warranties”, Fernsby will, (A) for the Limited Warranty Period, replace, repair and/or service any defective or malfunctioning Equipment or component; and (B) following the expiration of the Limited Warranty Period, and subject to the conditions set out in Section 1, repair or replace the Hub, each pursuant to the following process:
 - i. We will replace, repair or service (at our sole discretion) any defective part of the Equipment, or the Hub if applicable, without charge to you.
 - ii. Upon the discovery of the defective or malfunctioning Equipment or Hub, you must promptly contact our customer support team by email at smarhome@fernsby.com and tell us what is wrong with the Equipment or Hub, and we will provide to you a

response within a reasonable time and during our normal business hours which are 9AM to 7PM ET or 7AM to 5PM MT Monday to Friday excluding holidays we observe.

- iii. During the Limited Warranty Period, any visits to the Household we make (as we determine in our sole discretion) for any repairs or service of the Equipment or Hub shall be provided free of charge. As of and following the Anniversary Date of this Agreement, if we need to visit the Household to provide any repair or service for the Equipment or the Hub, you acknowledge and agree that you will pay us a visit fee. We will inform you of the applicable visit fee prior to visiting your Household. You will pay Fernsby this visit fee, which will be due and payable upon completion of the visit. You acknowledge and agree that, if Fernsby is required to make a visit to the Household at any time during the Term of this Agreement, you will ensure that a responsible adult is always present at the Household throughout the duration our visit, otherwise, the appointment will need to be rescheduled and you will be charged a \$100 missed appointment fee as liquidated damages, and not as penalty.
 - iv. Fernsby has the right, in its sole discretion, to use either new or used parts, of the same or material similar functionality, whenever Fernsby services or makes repairs to the Equipment or the Hub. Fernsby shall also have the right to keep any and all replaced parts in its sole discretion.
 - v. Our repair service does not include any equipment other than the Equipment, and except to the extent required by applicable law, the limited warranty is limited and the obligation to provide Hub repair and replacement following the expiration of the Limited Warranty Period is conditional, as set out in Section 1 of this Agreement under “Warranties”.
- e. **ACKNOWLEDGMENT: YOU ACKNOWLEDGE AND AGREE THAT YOUR EQUIPMENT WILL NOT BE MONITORED BY FERNSBY IN ANY WAY. YOU WILL SOLELY BE RESPONSIBLE FOR MONITORING THE EQUIPMENT AND IN THE EVENT THAT THE EQUIPMENT GENERATES AN ALERT OR OTHER NOTICES, IT WILL BE YOUR RESPONSIBILITY TO TAKE ANY NECESSARY, DESIRED OR PRUDENT MEASURES.**

2. No Credits or Incentives. You acknowledge and agree that Fernsby makes no representation, warranties, guarantees or covenants whatsoever that you will be entitled to any incentives or credits (for example, home insurance discounts) by virtue of the use of the Equipment or the Services.

3. Your Duties. You will:

- a. instruct all persons who may use the Equipment on its proper use and ensure that all such persons shall use the Equipment in accordance with the requirements set out hereunder;
- b. provide all applicable notices to, and obtain any required consents from, all relevant third parties pursuant to applicable privacy and data protection laws, as described in Section 4 of the Agreement, including (without limitation) providing such notices to and obtaining such consents from all members of your Household, visitors to the Household and/or any tenants or lessees of the Household;

- c. obtain and secure adequate internet connections, sufficient to allow for proper operation of and for, any Equipment or Services and you will be solely responsible for any and all such internet charges;
 - d. periodically check and replace as needed, the batteries of any Equipment that includes any wireless devices. You acknowledge and agree that if you fail to replace the batteries in any Equipment, such failure may result in the Equipment not functioning properly or at all;
 - e. obtain and keep in effect at all times during the Term of this Agreement all permits and/or licenses that may be required for the installation and operation of the Equipment; and
 - f. notify us immediately if you become aware of any problem, defect or issue with respect to the Equipment.
4. Assignees and Subcontractors. You may only transfer or assign this Agreement with Fernsby's prior written consent. We may transfer or assign this Agreement at any time. We may also use subcontractors to provide the Services at our discretion.
5. Changes to the Equipment. If you or any governmental agency or insurance provider wants or requires us to change the Equipment, at any time during the Term, you will be responsible to pay our standard parts and labour charges and fees incurred to make such changes.
6. Software License. The Equipment is programmed with copyrighted and proprietary software, the rights to which are held exclusively by us, to work solely with our Services and is subject at all times to the EULA in Schedule "B". You agree to be bound by and will comply with the terms and conditions of the EULA and in the event of a breach by you of the EULA, in addition to any other rights available to us at law or in equity, we may terminate this Agreement on written notice to you.

You agree that you will not, and will have no right to, make any modifications, enhancements, adjustments, or other changes to the Equipment, its programming or the Software to enable the Equipment to work with any other monitoring service, software or technology.

You further acknowledge and agree that you will not disassemble or decompile, or otherwise attempt to reverse engineer, the design or function of the Equipment.

In the event of a termination or expiration of this Agreement for any reason whatsoever, your license to use any Software or the Hub will immediately terminate.

7. Privacy; Personal Information. You agree that we, and our service providers and affiliates, may collect, access, use, store, transmit, disclose and otherwise process your personal information as reasonable and appropriate for the purposes of performing this Agreement as well as providing or facilitating performance of the Services and/or the Equipment, pursuant to any privacy notices provided to you (including, without limitation, the "Privacy Notice – Smart Home Included Features" that is attached hereto, and the "Privacy Policy for the Fernsby App and Smart Home Devices", which may be found at <https://www.fernsby.com/pdf/Fernsby%20Privacy%20Policy.pdf>, and/or any consents provided by you (express or implied, in accordance with applicable laws), from time-to-time during the Term of this Agreement. We will handle such information in accordance with applicable privacy and data protection laws. You understand and agree that we may request additional or updated consent(s) to collect, access, use, store, transmit, disclose or otherwise process your personal information for reasonable purposes related to either party's rights, entitlements or

obligations under this Agreement, at any time during the Term of this Agreement, and you shall not unreasonably withhold such consent(s).

Without limiting the above, you understand and agree that: (i) we may record conversations with you, emergency services providers, and law enforcement personnel for the purposes of employee training, quality control, and to protect or defend our rights; (ii) Your Smart Home Data will be automatically and continuously collected unless you unplug the Equipment; (iii) your location information may be collected with your consent; (iv) your information may be shared between us and our affiliates or other third-party service providers (including the original homebuilder) as reasonable and appropriate in order to facilitate the installation, activation and/or functioning of the Equipment in the Household and/or payments for such Equipment (where applicable); (v) your contact information may be used and disclosed to our affiliates for the purposes of providing you with information regarding other products and services offered by us or our affiliates that may be of interest to you unless you advise us that you do not want your information to be used or disclosed for such purposes; and (vi) we may use and share anonymous and aggregate customer data and statistics that do not include information that identifies you personally, in our discretion. You further understand and agree that we may collect, use or disclose personal information without your knowledge or consent where permitted or required by applicable laws, including applicable privacy and data protection laws as amended from time-to-time. Such circumstances may include, without limitation, to collect a debt owed by you to us, to prevent fraud, to a purchaser of all or part of our business, and/or to comply with any applicable regulatory or legal requirements (including a court order, subpoena, warrant or other legal process). You agree not to use the Equipment or the Services to invade another person's privacy, including the unauthorized monitoring of anyone rightfully present at your Household. Further, you understand that security cannot be guaranteed on telephone, cable and computer Equipment, and to the extent permitted by applicable law, we shall not be liable to you for any security breaches.

8. Force Majeure. Fernsby will be excused from performance of its obligations under this Agreement, for any period of time that it is prevented from performing its obligations under this Agreement due to fire, floods, hail, lightning, freezing, wind, earthquakes, or other natural disasters or weather events, acts of God, strikes, walkouts, riots, acts of war, civil disobedience, court order, labour disputes or disturbances, epidemics, pandemics, quarantine, public health crisis, failure of suppliers to perform, governmental regulations, power failures, internet or telecommunication or utility failures, or other causes beyond Fernsby's reasonable control.
9. Miscellaneous. If any Section of this Agreement, in whole or in part, is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

No waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the party to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section, whether or not similar, nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

This Agreement may be executed and delivered by you and Fernsby in one or more counterparts, each of which will be an original and those counterparts will together constitute one and the same instrument. A document signed and transmitted electronically is to be treated as an original and shall have the same binding effect as an original signature on an original document.

Schedule B

EULA

End User License Agreement for Fernsby Smart Home App

The terms of this END USER LICENSE AGREEMENT (the “**Agreement**” or “**EULA**”) apply to the license, access and use of the Fernsby smart home applications for android and/or ios devices (together “**The App**”) and associated services (“**Services**”); and the software embedded on any Fernsby and 3rd party IoT devices that are compatible with the App and Services (“**Equipment**”) by each end user (hereinafter “**you**” or “**your**” or “**Customer**”), and sets forth a legally binding agreement between you and Fernsby Smart Home Limited (“**Fernsby**,” “**we**,” “**us**,” or “**our**”).

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, VARIOUS LIMITATIONS, RESTRICTIONS, EXCLUSIONS AND INDEMNITIES THAT AFFECT YOUR AND OUR LEGAL LIABILITY TO EACH OTHER. YOUR ACCESS TO AND USE OF THE SOFTWARE IS AT YOUR OWN RISK AND STRICTLY GOVERNED BY THE TERMS OF THIS AGREEMENT.

IF YOU HAVE ARRIVED AT THIS PAGE DURING THE PROCESS OF USING, INSTALLING, DOWNLOADING, ACCESSING, OR DEPLOYING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT BY PROCEEDING WITH SUCH USE INSTALLATION, DOWNLOAD, ACCESS OR DEPLOYMENT OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE THE USE, INSTALLATION, DOWNLOAD, ACCESS OR DEPLOYMENT OF THE SOFTWARE. IF YOU PROCEED WITH THE USE, INSTALLATION, DOWNLOAD, ACCESS OR DEPLOYMENT OF THE SOFTWARE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER.

We reserve the right to amend or update the terms and conditions of this Agreement at any time. We will notify you at least thirty (30) days before such changes take effect by: (i) contacting you at the email address you have provided, if applicable, and/or (ii) displaying a notice on our website located at www.fernsby.com. In addition, you may be asked, from time to time, to confirm your acceptance of this Agreement and any amendments thereto by clicking an “I accept” button, checkbox, or similar mechanism in the user interface of the Software. We will ensure that the latest, fully-amended version of this Agreement is published on our website at www.fernsby.com. You are responsible for regularly reviewing our website to obtain timely notice of such amendments. If you continue to use the Software after the effective date of each such amendment, you will be conclusively deemed to have accepted such amended version of this Agreement.

Grant of Rights

1. Subject to the terms of this Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable, non-assignable, internal, limited license to use the Software in executable object code form only, solely for use on the applicable Equipment, and only for the applicable term. All rights of every kind that are not expressly granted to you under this EULA are entirely and exclusively reserved.

2. You may only use the Software for personal use as provided under this EULA, and may not rent, lease, loan, copy, sublicense, modify, translate, reverse engineer, decompile, disassemble, assign, or create derivative works based on the Equipment or Software, nor assist or permit anyone else to do so, nor otherwise use the Equipment or Software for the benefit of any other party. Without limiting the generality of the foregoing, you will not, directly or indirectly, and will not permit any third party to:

- i. access or use the Software other than as described in this Agreement or in any manner that violates or is in violation of any applicable law or regulation;
- ii. access, or attempt to access, the Software by any means other than through the interface provided;
- iii. access, or attempt to access, the Software through any automated means, including any scripts;
- iv. submit any automated or recorded requests to the Software except as otherwise provided in this Agreement;
- v. alter, modify, port, translate or create derivative works of the Software;
- vi. decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Software or any services by any means (except to the extent permitted by mandatory laws);
- vii. grant any access to, or use of, the Software or any services through a service bureau, timesharing or application service provider basis; or
- viii. remove, obscure or alter any proprietary notices, labels or marks from the Software.

You further acknowledge and agree that you will comply with the following additional obligations:

- (i) you will comply in full with all federal, state, provincial, local and foreign laws, rules and regulations in connection with your access to, and use of, the Equipment and Software or the use thereof by any employee, agent or other authorized user;
- (ii) the Software and Equipment may be accessed and used only in a form and manner approved by us in our sole discretion, and only in accordance with the terms and conditions of this EULA;
- (iii) to the extent that the Equipment or Software contain or include any trademarks, service marks, trade names, or the company name of Fernsby (or any subsidiary or related entity of Fernsby) or its licensors (collectively, the “**Marks**”), you will use such Marks strictly in accordance with Fernsby’s trademark standards, policies and procedures, as specified by Fernsby from time to time; and
- (iv) the right to access and use the Software and Equipment hereunder is limited to your authorized employees or your authorized users for internal purposes only.

3. The Software and associated documentation and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Fernsby or Fernsby’s licensors. Fernsby or Fernsby’s licensors reserve all rights in, to or associated with the Software not expressly granted to you in this agreement. The Software is licensed to you (and not sold) under this EULA, and there are no implied licenses in this EULA.

4. By installing, downloading, deploying, accessing or using the Software, you agree that Fernsby may, at its sole discretion, collect, use, store and transmit information that identifies any feature of the device, computer or system running the Software including, but not limited to, Internet Protocol address, software and hardware thereon, and operating systems.

5. Certain items of independent, third-party code may be included in the Software that are subject to the GNU General Public License (“**GPL**”) or other open source licenses (collectively, “**Open Source Software**”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA will limit your rights under, or grants any rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this EULA will restrict your right to copy, modify and/or distribute such Open Source Software that is subject to, and as such right is granted under, the terms of the applicable license. If required by any license for particular Open Source Software, Fernsby or Fernsby’s licensors will make such Open Source Software, and Fernsby or Fernsby’s licensors’ modifications to that Open Source Software, available to you upon your written request to Fernsby.

6. If you provide Fernsby with any comments, ideas, suggestions, impressions or other information relating to the Equipment, Software, Open Source Software, or other products and services related to the subject matter of this EULA (collectively, “**Feedback**”), you hereby acknowledge and agree that Fernsby has all right, title and interests necessary to commercially exploit (or not) such Feedback in its sole discretion. You are hereby deemed to grant Fernsby, and Fernsby accepts, a royalty-free and fully paid-up, non-exclusive, worldwide, irrevocable, assignable, sub-licensable and perpetual license to use such Feedback for any purpose, including commercial exploitation, regardless of whether Fernsby actively solicited the Feedback or not.

7. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY BUT SUBJECT TO THE LAST SENTENCE OF THIS SECTION, (A) FERNSBY (AND ALL OF FERNSBY’S LICENSORS) WILL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS OR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES RELATING TO THE SOFTWARE OR THIS EULA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) THE TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SOFTWARE AND THIS EULA, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL BE FOR THE ACCOUNT OF FERNSBY (AND NOT ANY OF FERNSBY’S LICENSORS) AND WILL NOT EXCEED IN THE AGGREGATE THE PORTION OF THE PAID FEES APPLICABLE TO THE PRODUCTS OR SERVICES RELATING TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. FERNSBY (AND ITS LICENSORS) ARE NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF OR RELATED TO ANY OPEN SOURCE SOFTWARE, ANY CONTENT PROVIDED BY YOU OR A THIRD PARTY THAT IS ACCESSED THROUGH THE EQUIPMENT OR SOFTWARE AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT. YOU USE ALL DATA AND OTHER INFORMATION ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE AND/OR EQUIPMENT (“**PRODUCT INFORMATION**”), THE SOFTWARE AND THE EQUIPMENT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND FERNSBY EXPLICITLY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO CUSTOMER’S HVAC SYSTEM, PLUMBING, HOME, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE EQUIPMENT OR SOFTWARE, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN CUSTOMER’S HOME, RESULTING FROM THE USE OF THE PRODUCT INFORMATION, SOFTWARE AND/OR EQUIPMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO SOME OF THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS AGREEMENT MAY NOT BE APPLICABLE. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

In the event of a breach of this EULA by Fernsby, Fernsby's entire liability and your sole and exclusive remedy shall be as set out in the preceding paragraph.

8. You agree to indemnify, defend and hold Fernsby harmless from and against any and all liability and costs (including, without limitation, legal fees and related disbursements) incurred by Fernsby in connection with any actual or alleged claim arising out of or in connection with (i) any breach or alleged breach by you of this EULA; (ii) any breach or alleged breach by you of any third party's rights, including, without limitation, any rights related to Open Source Software, or any intellectual property, privacy, confidentiality or publicity rights; or (iii) any actual or alleged violation or non-compliance by you with respect to any applicable law, rule or regulation.

9. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES AND/OR THE EXCLUSION OR LIMITATION OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THIS SECTION 9 MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EQUIPMENT AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND UNLESS EXPRESSLY STATED BY US OTHERWISE IN WRITING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTY THAT MAY BE PROVIDED HEREUNDER. NO WARRANTY IS MADE THAT THE EQUIPMENT OR SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE.

WE DO NOT WARRANT THAT THE EQUIPMENT OR THE SERVICES, OR ALL OR ANY PARTS THEREOF (A) WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, INTRUSION, FLOODING OR OTHER SUCH EVENT; AND (B) CANNOT BE DEFEATED OR COMPROMISED OR THAT ACCESS TO THE EQUIPMENT OR SOFTWARE WILL ALWAYS BE CONTINUOUS, UNINTERRUPTED OR SECURE.

10. You acknowledge and agree that:

(a) we are not, do not hold ourselves out or represent ourselves to be, and shall not be deemed to be, irrespective of how you use the Equipment and Software, an insurer of your household, its content or the property or the personal safety of persons in your household. You fully acknowledge and agree that you are and will at all times be solely responsible for securing and providing any and all insurance whatsoever (including without limitation all property, content, life, health or disability insurance for yourself and persons who use the Equipment or Software or are present in your household);

(b) the Equipment and the Software may not always operate properly for various reasons, and they will not prevent an unauthorized intrusion or access into or onto your household or

unauthorized activities (including criminal conduct) by persons on or about the premises or through any technological or other means via the Equipment or Software; and

(c) the Equipment and Software are not and shall at no times be deemed to be a 911 service, dispatch centre, emergency service provider, and/or lifesaving solution for people at risk in their home or otherwise, and you may not contact Fernsby or its suppliers or contractors with any life or safety, medical or other emergency.

11. You agree to comply with all applicable laws which control or apply in respect of the Software, including without limitation, all export and import laws and restrictions and regulations of any applicable Canadian or foreign agency or authority, and you shall not export, re-export or import the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. The information regarding export laws set forth herein is not necessarily complete, and You should refer to the relevant governmental authority for more information.

12. Upon any breach of the EULA (or any expiration of the applicable term), you will thereafter cease all use of the Software (whereupon all licenses to use the Software will terminate, but all other restrictions and other terms and conditions herein will remain in full force and effect).

13. The Software may include hyperlinks to other websites, content or resources. Fernsby has no control over any websites, content or resources which are provided by companies or persons other than Fernsby. You acknowledge and agree that Fernsby is not responsible for the availability of any such external websites, content or resources, and does not endorse any content, advertising, products, services or other materials on or available from such websites or resources. You further acknowledge and agree that Fernsby is not liable for any loss or damages which you may incur as a result of the availability of or access to any such external websites, content or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any content, advertising, products, services or other materials on, or available from, such websites or resources.

14. You acknowledge and agree that you may receive or become aware of confidential information and trade secrets of Fernsby (“**Confidential Information**”) during the course of the relationship between you and Fernsby. You agree to maintain and protect the confidentiality of all such Confidential Information of which you become aware (whether or not identified or marked as confidential at the time of its disclosure) and not disclose any Confidential Information to any person, firm, or entity other than your own employees who have a need to know such Confidential Information for purposes of the license granted to you hereunder, and you shall preserve and protect the confidentiality of all Confidential Information of which you becomes aware using the same degree of care that you use to protect your own confidential information or trade secrets, but never less than reasonable care. Further, you shall not use or disclose any Confidential Information for any purpose not permitted by this EULA. You agree to formulate and adopt appropriate safeguards in light of your own operating activities to ensure protection of the confidentiality of all Confidential Information of which you become aware. The restrictions on disclosure set forth above shall not apply when, and to the extent that, Confidential Information: (a) is part of the public domain through no action or failure to act by you; (b) is made available to the general public by Fernsby or a third party who is lawfully in possession of such information, not as a result of any action or failure to act on the part of you; (c) was previously known to you free of any obligation to keep it confidential; (d) is subsequently disclosed to you free of any obligation to keep it confidential; or (e) is independently developed by you or a third party other than in breach of this EULA. Violations of this Section 14 are likely to cause irreparable harm and therefore you acknowledge and agree that Fernsby may seek, and you will not challenge any such action, immediate injunctive relief without the need of posting bond in the event of a violation of this Section 14.

15. This Agreement shall commence upon your use, installation, download, access or deployment of the Software and/or Equipment and shall continue for as long as you continue to use, access or otherwise deploy such Software and/or Equipment or until this EULA is otherwise terminated as contemplated herein. Fernsby has the right to terminate this EULA and all rights granted hereunder including without limitation the license grants, for any reason whatsoever upon delivery of a minimum of thirty (30) days' prior written notice to you. Fernsby further has the right to immediately terminate this EULA upon written notice to you in the event that you fail to comply with the terms hereof and you do not remedy such failures, if the failures are capable of being remedied, within ten (10) business days following Fernsby's notice, or, unless it is not permitted by applicable law, immediately upon written notice to you after a receiver has been appointed in respect of the whole or a substantial part of your assets or a petition in bankruptcy or for liquidation (either voluntary or otherwise) has been filed by or against you which petition is not dismissed within sixty (60) days following its initiation.

16. No failure or delay by either party in enforcing any clause of this EULA or exercising any right hereunder shall constitute or be construed as a waiver of that right. No waiver of any provision of this EULA shall be effective unless in writing and signed by the party against whom the waiver is to be asserted. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, such or part thereof shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision or part to the fullest extent permitted by law, and the remaining part of such provision and all other provisions of this EULA will continue in full force and effect.

17. Fernsby may at any time assign its rights and obligations under this Agreement, in whole or in part, without advance notice to you. You may not assign your rights and obligation under this Agreement, directly or indirectly, without our prior written consent. Subject to the foregoing, this Agreement shall be binding on and enure to the benefit of the parties and respective successors and permitted assigns.

18. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to its conflicts of laws rules. To the extent permitted by applicable law, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario.

19. Subject to our Privacy Policy for the Fernsby App and Smart Home Devices, we may provide you with notifications via email, in hard copy, or through conspicuous posting of such notice on our website or otherwise through the Software, as we may determine in our sole discretion. All notices required to be sent to us hereunder shall be in writing and sent to our address as listed below, or as updated by in accordance with the preceding sentence.

20. Fernsby shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of Fernsby. Such acts shall include, but not be limited to, fire, floods, hail, lightning, freezing, wind, earthquakes, or other natural disasters or weather events, acts of God, strikes, walkouts, riots, acts of war, civil disobedience, court order, labour disputes or disturbances, epidemics, pandemics, quarantine, public health crisis, failure of suppliers to perform, governmental regulations, power failures, internet or telecommunications or utility failures, or other causes beyond Fernsby's reasonable control.

21. Any and all provisions of this EULA which ought, by their nature, to survive the termination or expiration of this EULA shall so survive.

If you have any questions or concerns about this Agreement, please contact us by email at smarhome@fernsby.com or by mail at:

FERNSBY SMART HOME LTD Attn: EULA.
66 Wellington St. W, Suite 5500
Toronto ON M5K 1G8

Last updated July 20, 2021

Schedule D

PRIVACY NOTICE

Smart Home Included Features

Fernsby Smart Home Limited (“**Fernsby**”, or “**we**”, “**us**” and similar terminology) will collect, use and disclose your personal information in connection with the Equipment Purchase, Rental and Services Agreement to which this Privacy Notice is attached (the “**Agreement**”) and the Services and Equipment described in such Agreement (each as defined in the Agreement), in accordance with the Privacy Policy for the Fernsby App and Smart Home Devices (<https://www.fernby.com/pdf/Fernsby%20Privacy%20Policy.pdf>) as amended from time-to-time (the “**Privacy Policy**”). By signing the Agreement, you thereby consent to the collection, access, use, storage, transmission, disclosure and other processing (collectively “**Processing**”) of your personal information, as described in the Privacy Policy. We have set out some key points from the Privacy Policy below, which are directly relevant to the Agreement. *Please note that you should still carefully review our full Privacy Policy, as it provides additional details regarding our Processing of your information, as well as any additional privacy notice(s) provided to you in connection with other Fernsby products or services (including any upgrades) that you may purchase from time-to-time.*

Collection of Personal Information

We will collect the following personal information in connection with the Agreement, and the Equipment and Services described in the Agreement:

- Information provided to us by our affiliates or other third-party service providers (including the original homebuilder) for completion of the Agreement and to facilitate the purchase, installation, activation and functioning of the Equipment, including your contact information (as set out on the first page of the Agreement), payment card details (i.e., credit/debit card number, expiry date and/or CVV/CVC) and the closing date for the purchase of the Household;
- The personal information that you provide to us directly, including the information you knowingly submit when you purchase Equipment or Services (including your payment card details) or register for and use the Fernsby App (including when you create scenes and/or name rooms using the app);
- The data that is automatically and continuously collected and transmitted by the Equipment (unless you unplug the Equipment), including door lock status and PIN codes; thermostat mode, status and temperature measurements; light switch status; and information collected via your video doorbell, including live video stream and voice data, motion detection, and video recordings (collectively “**Your Smart Home Data**”);
- Location information, including GPS if you consent to collection of such information in connection with using the Fernsby App;
- Device information (e.g., mobile carrier, device name/identifier, user settings, device type, manufacturer, operating system, model and status), as well as certain usage, log, and systems data (e.g., diagnostic and performance information), as more fully described in the Privacy Policy;
- Other information collected via cookies and other tracking technologies when you use the Fernsby App (e.g., to remember your app preferences and choices); and
- Third party account credentials, when you use plugins with the Fernsby App.

We also collect information that you provide to us regarding third parties, including video recordings if you use your video doorbell (although video recordings are stored in encrypted format and cannot be accessed by Fernsby). You are responsible for providing appropriate notices and obtaining appropriate consents from third parties, as needed for us to provide our Services in accordance with applicable privacy laws, and for otherwise using the Equipment and Services in accordance with all applicable laws. Without limiting the above, you are responsible for providing appropriate notices to, and obtaining required consents from, other members of your Household, visitors to the Household, and any tenant or lessee of the Household.

Purposes for Processing Personal Information

We Process the personal information described above for the following purposes:

- To verify your identity, install and maintain the Equipment, provide the Services and manage your Account, and to facilitate integration with third party services/plugins such as Google Home);
- To communicate with you and provide customer service and technical support with respect to the Equipment and Services;
- To allow you to access Your Smart Home Data and control the Equipment via the Fernsby App;
- To process payments owing to Fernsby, if you choose to purchase additional products or services and/or continue using the Services and Equipment as of and following the Anniversary Date (as defined in the Agreement);
- For internal business purposes, research purpose, and marketing purposes, unless you opt-out; and
- To protect our rights and interests, including to enforce the Agreement, promote security, and as otherwise permitted or required by applicable law.

Without limiting the above, GPS location information is Processed for the purposes of setting time zones, for diagnostics and troubleshooting purposes, and to provide location-based services, such as automatic locking of doors and/or activation of other defaults that you have set-up to apply when you are away from home.

In addition, we may use aggregated and de-identified information that cannot be reverse-engineered to identify you, for the purposes of analyzing Equipment and Fernsby App usage data so that we can enhance our users' experiences and the functionality of our products, apps and services.

Sharing of Personal Information

We share the personal information described above with our service providers and affiliates, for the same purposes described above. We currently share the personal information described above with third party service providers for the purposes of app development and infrastructure, customer service, and data analytics, but may engage other service providers from time-to-time in our sole discretion.

We will also share certain information about you with our affiliates and other third-party service providers (including the original homebuilder) for the purposes of facilitating the installation, activation and/or functioning of the Equipment in the Household and/or to facilitate processing of payments for Equipment and Services that you have purchased. More particularly: (1) we will inform relevant affiliates, service providers and the homebuilder as to whether you have elected to enter into an Agreement with us, and provide a copy of the Agreement to them, if applicable; and (2) we may provide

details of the Equipment and Services that you have purchased, as well as your payment card details (i.e., credit/debit card number, expiry date and/or CVV/CVC), if needed to facilitate delivery, installation, activation and/or functioning of Equipment and Services and/or to process payments owing to the such parties for such Equipment and Services.

We may also disclose your personal information: (1) to the extent permitted by applicable law, for the purposes of protecting our rights, property and the security of Fernsby or other individuals, and/or (2) if disclosure is required or permitted by applicable laws, as further described in the Privacy Policy.

Risks/Consequences

You should be aware that:

- The transmission of information online is not completely secure, and such information may be intercepted or accessed by unauthorized third parties. Although we take steps to safeguard your information, as described in the Privacy Policy, you are responsible for securing your network and devices, including by setting strong passwords and keeping such passwords secure and confidential. Third parties may be able to control the Equipment in your home, including door locks, if any relevant passwords or account credential (including for the Fernsby App) are shared by you, inadequately secured, or otherwise accessed by such third parties.
- It may be possible for information regarding your location, personal lifestyle and habits to be tracked or inferred from Your Smart Home Data. Although we do not Process your personal information for the purpose of surveillance or developing a profile of your activities or lifestyle, other persons who gain access to such information may use it for such purposes (e.g., if you provide such access to any person or an unauthorized person gains access to such information).

Other Important Information and Notices

Please note that we, or our service providers or affiliates (including the homebuilder), may transfer or store your personal information outside Canada (including in the cloud). Accordingly, such information may be accessible to courts, law enforcement or national authorities in other jurisdictions pursuant to a lawful request or order.

You may contact our Privacy Officer at smarhome@fernsby.com or write to us at the mailing address set out in our Privacy Policy for the following purposes:

- If you have any questions or concerns about our Privacy Policy and/or the collection or other Processing of your personal information, including questions about the collection, use, disclosure or storage of personal information by our service providers and affiliates (including the homebuilder) outside Canada,
- If you wish to access, update, and/or correct your personal information, which you cannot access or amend directly via the Fernsby App,
- To obtain written information about our policies and practices with respect to service providers outside Canada (including any affiliates that provide services to Fernsby), or
- If you wish to opt-out of marketing communications or other non-essential Processing of your personal information.

Please also note that we may update or amend our Privacy Policy from time-to-time. We will notify you before we make any material amendments that impact your personal information, and we will obtain your consent to any such changes if required by applicable law.