

BRIMSTONE® CONNECTION

Terms of Service

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LAST UPDATE: January 04, 2022

Brimstone Recreation, LLC and its subsidiaries and affiliates (“Brimstone®,” “we,” “our,” and “us”) provide Brimstone® Connection services through: (1) our websites (“Sites”), (2) Brimstone® Connection mobile application software that may be downloaded to your mobile device (“Mobile App”). These services, including the Connected Services related to the purchase of a Brimstone® permit defined in Section 4(f), the Sites, and Mobile App, collectively, are the “Services.”

THESE TERMS OF SERVICE (“TERMS”) ARE A LEGAL AGREEMENT GOVERNING YOUR ACCESS TO AND USE OF THE SERVICES. PLEASE READ THEM CAREFULLY. YOU AGREE TO BE BOUND BY THE COMPLETE TERMS, AS DEFINED IN SECTION 1(A) BELOW, INCLUDING THE BRIMSTONE® CONNECTION PRIVACY POLICY.

The term “you,” as used in these Terms, means any person or entity who accesses or uses the Services or Software. These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary by jurisdiction.

THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION AND A CLASS-ACTION WAIVER, WHICH MEANS THAT YOU AGREE, WITH LIMITED EXCEPTIONS, TO SUBMIT ANY DISPUTE RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT, AND THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION. FOR MORE INFORMATION, SEE SECTION 13, BELOW. THE PROVISIONS OF THESE TERMS REGARDING INDEMNIFICATION, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY, ARBITRATION, AND CLASS ACTION WAIVER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you. BY ACCESSING AND USING THE SERVICES OR MOBILE APP, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY, AND ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OF RESIDENCE (SUBJECT TO SECTION 1(b) BELOW) TO ACCEPT AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR DEVICES FROM YOUR ACCOUNT AND CEASE ACCESSING OR USING THE SERVICES AND MOBILE APP. AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC

SOFTWARE UPDATE OF THE SERVICES. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES. AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

- 1. Overview, Eligibility, Customer Service, Term and Termination

(a) Overview and Relation to Other Agreements. These Terms govern your use of the Services. The Mobile App is licensed and governed by the Brimstone® Connection Mobile App End User License Agreement (“EULA”), available below. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules; the EULA; and the Brimstone® Connection Privacy Policy, available below; are incorporated by reference into these Terms, and you are agreeing to accept and abide by them by using the Services or Mobile App.

(b) Eligibility. You represent and warrant that you (i) have reached the age of majority in the jurisdiction where you reside and have full legal capacity to form a binding contract with us or (ii) are at least 13 years of age (or equivalent minimum age in the jurisdiction where you reside) and will use the Services only with the permission of a parent or legal guardian who agrees to be bound by these Terms. You may use the Services only if you meet these eligibility requirements; you agree to these Terms; and you are in compliance with these Terms and all applicable local, state/provincial, national and international laws, rules, and regulations. The Services are not available to any users previously prohibited from using the Services by Brimstone®.

(c) Customer Service. If you have any questions or concerns regarding the Services or these Terms, please contact Brimstone® at 423-663-4868 or 1-800-BRIMSTONE. You understand and agree that customer service and customer care and support offered and provided by Brimstone® is not a 911 service or dispatch center, an emergency service provider or dispatch service, or a lifesaving solution for people at risk. Please do not contact customer service or any customer care and support offered by Brimstone® with any life/safety emergency, medical emergency, or any other emergency. If you have any such emergency, you should immediately contact the police, fire department, 911 or appropriate emergency response service.

(d) Term and Termination. These Terms will remain in full force and effect so long as you continue to access or use the Services or Software, or until terminated in accordance with these Terms. At any time, Brimstone® may (i) suspend or terminate your right to access or use the Services, (ii) terminate these Terms with respect to you if Brimstone® in good faith believes that that you have used the Services in violation of these Terms, including any incorporated guidelines, terms or rules.

(e) Effect of Termination. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

- **2. Accounts**

(a) You may be required to create or log into a Brimstone® account (“Account”) to use the Services. An account is created upon the purchase of a Brimstone® permit requires that you provide Brimstone® your last name and date of birth.

(b) You represent and warrant that: (i) all information you provide in connection with your Account is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Services will not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account information and for all activities that occur under your Account. You agree to maintain your account information securely to prevent others from gaining access without your permission. You agree to notify us promptly of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. We are not liable for any loss or damage arising from your failure to comply with the above requirements or from any losses resulting from unauthorized access to or use of your Account or the Services. You may be liable to Brimstone® or third parties for such unauthorized access or use.

(c) Any user you authorize to access or use the Services through your Account or Software is an “Authorized User.” Authorized Users are responsible for their own actions in connection with the Services, but you also agree to be fully responsible for all actions taken by Authorized Users in connection with Services accessed or used through your Account or Software. You agree to inform Authorized Users of the Brimstone® Connection Privacy Policy and any privacy-related choices you have made within the Services.

- **3. Access to Services**

(a) Access and Use. Subject to these Terms, Brimstone® grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services for the purpose of accessing a service provided by Brimstone® for your use in accordance with these Terms (the “Permitted Purpose”), and to download, install, and use one (1) copy of the Mobile App on your personal mobile device solely for the Permitted Purpose.

(b) Automatic Software Updates. Brimstone® may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services (“Updates”). These may be automatically installed without providing any

additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to terminate your Account and stop using the Services. If you do not terminate a previously created Account, you may receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and you agree to promptly install any updates Brimstone® provides. Your continued use of the Services is your agreement – (i) to these Terms; and (ii) any change or updates that Brimstone® may make to these Terms over time.

(c) Brimstone®-Provided Interface to Third-Party Products & Services. Over time, Brimstone® may provide the opportunity for you to interface the Services to one or more third-party products and services, through and using the Services (“Third-Party Products & Services”). You decide whether and with which Third-Party Products & Services you want to interface. When you choose to connect Third-Party Products & Services to the Services, you may be shown details about any proposed exchanges of data between Brimstone® and the third party that is providing the product or service. Your activation is required through the Services or a third-party mobile application, product or service to allow these exchanges, and the connection between the Services and a third-party product or service will not be possible without your activation. You agree that Brimstone® may exchange information collected through the Services, including your personal information, in order to enable the interface you have authorized. Once this information is shared with the particular Third-Party Product & Service, its use will be governed by the third party's privacy policy and not by Brimstone's privacy documentation. You acknowledge and agree that Brimstone® makes no representation or warranty about the quality or safety of any Third-Party Products & Services or the interface with the Services. Accordingly, Brimstone® is not responsible for your use of any Third-Party Products & Services or any personal injury, death, property damage, or other harm or losses arising from or relating to your use of any Third-Party Products & Services. You should contact the third party with any questions about their Third-Party Products & Services.

(d) Content. Certain materials may be displayed or performed on the Services (including, but not limited to map data, text, graphics, articles, photographs, video, images, and illustrations) (“Content”). The Content also includes information that you and other users provide us in the course of using the Services (collectively, “User Submissions”), which we may use to provide, maintain and improve the Services. Some content may be visible to others. You may also post feedback, comments, questions, or other information to the Services. You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, or that you contribute in any manner to the Services; you represent and warrant that you have all rights necessary to do so, in the manner in which you contribute it; and you grant to Brimstone® an irrevocable, perpetual, worldwide, royalty-free, assignable, transferrable license to use, modify, transfer, distribute, create derivative works from, reproduce, display, perform, or otherwise utilize such Content and any and all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services,

and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Brimstone® reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

(e) Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive service or mobile app; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter the Services, Sites, Mobile App, or Software; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface(s) that is provided by Brimstone®; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services or Mobile App. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

(f) Open Source. Certain items of independent, third party code may be included in the Services that are subject to certain open source licenses (“Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license agreement under which such Open Source Software is distributed or to which it is subject.

(g) Privacy. Please review the Brimstone® Connection Privacy Policy, available below, which describes our practices regarding the information that Brimstone® may collect from users of the Services.

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

(i) U.S. Government Owners and Authorized Users. The Services are a "Commercial Item," as that term is defined at 48 C.F.R. § 12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, and, if applicable, the Services are being licensed to U.S. Government end users (i) only as a "Commercial Item," and (ii) only with those rights as are granted to all other Owners and Authorized Users pursuant to these Terms.

- 4. Agreed Usage and Limitations of the Services

(a) Intended Use of Brimstone® Services. The Services are intended to be accessed and used for non-time-critical information and services. While we aim for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Brimstone's® control, including Wi-Fi or Bluetooth intermittency, power disruptions, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that Brimstone® is not responsible for any damages allegedly caused by the failure or delay of the Services.

(b) No Life-Safety or Critical Uses of the Services. You acknowledge and agree that the Services, whether standing alone or when interfaced with Third-Party Products & Services are not certified for emergency response. Brimstone® makes no warranty or representation that use of the Services with any Third-Party Products & Services will affect or increase any level of safety. YOU UNDERSTAND THAT THE SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS & SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL BRIMSTONE® DISPATCH EMERGENCY AUTHORITIES TO YOU IN THE EVENT OF AN EMERGENCY.

(c) Reliability of Services. You acknowledge that the Services, including remote access and mobile notifications, are not error-free or 100% reliable and 100% available. Proper functioning of the Services may rely and depend on, among other things, the transmission of data through a Bluetooth connection, your Wi-Fi network, enabled wireless device (such as a phone or tablet) and broadband internet access, for which neither Brimstone® nor any wireless or data carrier is responsible, and may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency (collectively "Service Interruptions"). You understand that Service Interruptions may result in the Services being unreliable or unavailable for the duration of the Service Interruption. We cannot and do not guarantee that you will receive notifications in any given time or at all. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. There is no way for Brimstone® to provide specific information relating to a situation at issue. You acknowledge that it is your

responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

(d) Service Interruptions; no refund or rebate. The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any permit refund for such suspensions of service. Brimstone® does not offer any specific uptime guarantee for the Services.

(e) System Requirements. The Services may not be accessible without: (i) an Account; (iii) an enabled and supported wireless device, such as a phone or tablet (required for some features and functionalities of the Service); and (iv) other system elements that may be specified by Brimstone®. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met. If you modify, substitute, move, or otherwise change any of the required system elements, it is your sole duty and responsibility to be sure they are compatible and properly configured to work with the Services.

(f) Brimstone® Connection Services. The purchase of a Brimstone® permit and activation of an account via the online permit system enables connectivity to the Brimstone® Connection App. Features of the Brimstone® Connection Services include real-time weather and real-time location capabilities. Brimstone® Connection Services use wireless communication networks and the Global Position System (“GPS”) satellite network to function. Not all Brimstone® Connection Services are available everywhere, particularly in remote or enclosed areas, or on all mobile devices and at all times. The area in which you are riding may affect the availability or quality of your Brimstone® Connection Services.

The Brimstone® Connection Services are available only in places where wireless services are available and only if the wireless service provider has coverage, network capacity, reception, and technical compatibility with the mobile device where the Brimstone® Connection Services are installed.

(g) Information Reliability. All information publicly posted or privately transmitted through the Brimstone® Connection Services is the sole responsibility of the person from which (or from whose Account) such Content originated, and Brimstone® will not be liable for any errors or omissions in any Content. You acknowledge that all Content accessed by you using the Brimstone® Connection Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Brimstone® cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services.

(h) Representations. You warrant, represent and agree that you will not use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation or is otherwise illegal; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Brimstone®; (v) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vi) jeopardizes the security of your Brimstone® Account or anyone else's Account (such as allowing someone else to log in to the Services as you); (vii) attempts, in any manner, to obtain or access the password, account, software, devices, systems, or other security information from any other user or third party; (viii) violates the security of any computer network, or cracks any passwords or security encryption codes; (ix) runs Mail list, Listserv, or any form of auto-responder or "spam" on the Services, or any processes that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (x) copies or stores any significant portion of the Content; (xi) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services; (xii) denigrates or disrupts any network capacity or functionality; (xiii) control equipment in hazardous environments or emergency services requiring fail-safe performance in which the failure of such software programs could lead directly to death, personal injury, or severe physical or environmental damage or (xiv) engages in remote monitoring to provide professional medical care for any individual, including without limitation, in any health care and assisted living environment.

(i) Safety. It is your responsibility to observe all safety measures required by applicable law or regulations while accessing or using the Services. Your access and use of the Services is at your own risk, and you should access and use the Services only when you can operate them safely.

(k) Smart Device Standards/Use. The Mobile App and Services may use various open or commonly available standards or means to communicate and work with smart or connected devices that are also similarly used by other systems or services not created by Brimstone®, including Wi-Fi, Bluetooth, and IP devices. HOWEVER, SMART, CONNECTED OR OTHER DEVICES AND RELATED SERVICES ("SMART DEVICES") THAT ARE NOT DESIGNATED BY BRIMSTONE® AS COMPATIBLE WITH THE SERVICES MAY NOT WORK WITH THE SERVICES, OR MAY HAVE LIMITED FEATURES OR FUNCTIONALITY, EVEN IF DESIGNED, SPECIFIED OR MARKETING TO OPERATE USING THE SAME OR SIMILAR STANDARDS OR MEANS OF COMMUNICATION. YOU AGREE ONLY TO USE SMART DEVICES DESIGNATED BY BRIMSTONE® AS COMPATIBLE WITH THE SERVICES. FURTHER, YOU AGREE THAT BRIMSTONE® IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE AND HOLD BRIMSTONE® HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, ANY ATTEMPT BY YOU TO CONNECT, OR YOUR CONNECTION AND

USE OF, SMART DEVICES THAT ARE NOT CERTIFIED BY BRIMSTONE® AS COMPATIBLE WITH THE SERVICES.

- **5. Limitations of Brimstone® Services Due to Third Parties**

(a) General. The Services rely on or interoperate with third-party products and services. These third-party products and services are beyond Brimstone's® control, but their operation may impact or be impacted by the use and reliability of the Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, (ii) these third-party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the Services operate, and (iii) Brimstone® is not responsible for damages and losses due to the operation of these third-party products and services.

(b) Third Party Service Providers Used by Brimstone®. You acknowledge that Brimstone® uses third party service providers to enable some aspects of the Services – such as, for example, data storage, synchronization, and mobile device notifications through mobile operating system vendors and mobile carriers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE AND HOLD HARMLESS THIRD-PARTY SERVICE PROVIDERS FROM ALL LIABILITY, DAMAGES OR LOSSES OF ANY KIND OR SORT, PERSONAL INJURY OR LOSS OF LIFE ARISING FROM YOUR USE OF THE SERVICES.

(c) Equipment, ISP, and Carrier. You acknowledge that the availability of some of the Services is dependent on (i) your computer, mobile device, internet connection, and other related equipment (“Equipment”), (ii) your Internet service provider (“ISP”), and (iii) your mobile device carrier (“Carrier”). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.

(d) App Stores. You acknowledge and agree that the availability of the Mobile App is dependent on the third-party websites from which you download the Mobile App, e.g., the App Store from Apple or the Android app market from Google (each an “App Store”). You acknowledge that these Terms are between you and Brimstone® and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading the Mobile App from it. You agree to comply with, and your license to use the Mobile App is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

iOS Device Provision. If you are using the Mobile App on a mobile device that runs on iOS, you acknowledge and agree that (i) these Terms are concluded between you and

Brimstone®, and not Apple, Inc. (“Apple”); (ii) Brimstone®, and not Apple, is solely responsible for the Mobile App; (iii) Apple has no responsibility whatsoever to furnish any maintenance and support services with respect to the Mobile App; (iv) in the event of any failure of the Mobile App to conform to any applicable warranty, you may notify Apple and where applicable Apple will refund the purchase price you paid for the App; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile App; (vi) Apple is not responsible for any claims that you have arising out of your use of the Mobile App; (vii) Apple will have no responsibility whatsoever for the investigation, defense, settlement or discharge of any third-party claim that the App infringes that third party's intellectual property rights; and (viii) Apple and its subsidiaries are third party beneficiaries of these Terms and, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary.

Google Play Provision. If you downloaded the Mobile App from Google Play or a successor mobile application marketplace, you agree that Google, Inc. will have no responsibility to undertake or handle support and maintenance of the App or any complaints about the App.

(e) Third Party Website Links and Referrals. The Services may contain links to other web sites operated by third parties (“Third-Party Sites”) and referrals to third party vendors (“Referred Vendors”). Such Third-Party Sites and Referred Vendors are not under our control. Brimstone® provides these links and referrals only as a convenience and does not review, approve, monitor, warrant, or make any representations with respect to such Third-Party Sites or Referred Vendors. Your use of these Third-Party Sites is at your own risk.

(f) User’s Behavior. Brimstone® is not responsible for any user’s behavior or for any personal injury, death, property damage, or other harm or losses arising from or relating to their use of the Services.

(g) Release Regarding Third Parties. Brimstone® is not responsible for third parties or their products and services, including, without limitation, the App Stores, Third Party Products & Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and Carriers. Brimstone® hereby disclaims and you hereby discharge, waive and release Brimstone® and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services.

• 6. Ownership and Intellectual Property

(a) Brimstone® Property. You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Services are owned by Brimstone® or our affiliates or licensors. Your possession, access, and use of

the Services does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights Brimstone® and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. You may not use the content of the Services in any other public or commercial way nor may you copy or incorporate any of the content of the Services into any other work, including your own website, video production or posts on any form of social media whatsoever in the world without the written consent of Brimstone®. You must have a license from us before you can post or redistribute any portion of the Services. Other than with respect to User Submissions, Brimstone® retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.

(b) Feedback. You may choose to, or Brimstone® may invite you to submit comments, suggestions, or ideas about the Services, including how to improve the Services (“Ideas”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Brimstone® under any fiduciary or other obligation. Brimstone® may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that Brimstone® does not waive any rights to use similar or related ideas previously known to Brimstone®, developed by its employees, or obtained from other sources.

(c) User Submissions. You hereby grant us with a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to access, display, or otherwise use your User Submissions (including all related intellectual property rights) solely in connection with providing the Services and as directed by you. You also hereby do and shall grant each user of the Services a non-exclusive license to access and use your User Submissions through the Services and as permitted through the functionality of the Services and under these Terms. Furthermore, you understand that we retain the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. For clarity, the foregoing license grant to Brimstone® does not affect your ownership of or right to grant additional licenses to the material in your User Submissions, unless otherwise agreed in writing.

- **7. Indemnity for Third Party Actions**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD BRIMSTONE® AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS (COLLECTIVELY THE “BRIMSTONE® PARTIES”) HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST ANY OF THE BRIMSTONE® PARTIES ARISING FROM OR RELATING TO (A) YOUR USE AND YOUR AUTHORIZED USERS’ USE OF THE SERVICES, (B) YOUR VIOLATION AND

YOUR AUTHORIZED USERS' VIOLATION OF THESE TERMS, (C) ANY USER SUBMISSIONS OR FEEDBACK YOU PROVIDE; OR (D) YOUR VIOLATION AND YOUR AUTHORIZED USERS' VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD-PARTY (COLLECTIVELY "THIRD PARTY ACTIONS"); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF THE BRIMSTONE® PARTIES' ATTORNEYS' FEES AND COSTS) INCURRED BY ANY OF THE BRIMSTONE® PARTIES, ASSESSED OR FOUND AGAINST ANY OF THE BRIMSTONE® PARTIES, OR MADE BY ANY OF THE BRIMSTONE® PARTIES, RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES").

YOU UNDERSTAND AND AGREE THAT YOUR INDEMNIFICATION OBLIGATION TO THE BRIMSTONE® PARTIES APPLIES EVEN IF SUCH THIRD-PARTY ACTION AND THIRD-PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE, BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAW, OR OTHER FAULT OR WRONGDOING OF ANY OF THE BRIMSTONE® PARTIES. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. FURTHER, YOUR INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OF THE BRIMSTONE® PARTIES, OR GROSS NEGLIGENCE OF THE BRIMSTONE® PARTIES IN THOSE STATES THAT DO NOT PERMIT INDEMNIFICATION FOR GROSS NEGLIGENCE. "THIRD PARTY" IS DEFINED HEREIN TO INCLUDE, AMONG OTHERS, AN AUTHORIZED USER, INCLUDING WITHOUT LIMITATION, A SPOUSE, PARTNER, FAMILY MEMBER, GUEST, NEIGHBOR, TENANT, EMPLOYEE OR INSURANCE COMPANY. Brimstone® reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify Brimstone®, and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Brimstone®'s prior written consent. Brimstone® will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

- **8. Warranty Disclaimers**

(a) WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICES OR CONNECTIVITY FOR SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND BRIMSTONE® AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

(b) BRIMSTONE® AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET

YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BRIMSTONE® OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

(c) BRIMSTONE® DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND BRIMSTONE® WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND SUCH THIRD-PARTY PROVIDERS.

(d) BRIMSTONE® MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND BRIMSTONE® WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. BRIMSTONE® MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.

(e) THE SERVICES MAY PROVIDE YOU INFORMATION REGARDING YOUR MOBILE DEVICES OR OTHER PERIPHERALS CONNECTED TO YOUR DEVICES ("DEVICE PERIPHERALS"). THE TYPE OF DEVICE PERIPHERALS THAT MAY BE CONNECTED TO YOUR DEVICE MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL INFORMATION PROVIDED REGARDING YOUR DEVICES OR DEVICE PERIPHERALS IS PROVIDED FOR YOUR CONVENIENCE "AS IS", AND "AS AVAILABLE". BRIMSTONE® DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT INFORMATION PROVIDED REGARDING YOUR DEVICES OR DEVICE PERIPHERALS WILL BE AVAILABLE, ACCURATE, OR RELIABLE.

(f) WHEN YOU INSTALL, SETUP OR USE THE MOBILE APPLICATION AND SERVICES YOU ARE GIVEN THE OPPORTUNITY TO CHANGE DEFAULTS OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN CAUSE NON-RECOMMENDED OR UNINTENDED OPERATION OR NON-OPERATION OF YOUR DEVICES OR SERVICES AND ANY CONNECTED EQUIPMENT OR SYSTEMS. YOU ASSUME ALL LIABILITY FOR ANY DAMAGES AND LOSSES CAUSED BY, OR RELATED TO, THE CHOICES YOU MAKE FOR THE PARTICULAR SETTINGS FOR THE DEVICES OR DEVICE PERIPHERALS, AND SETTING OR CHANGING DEFAULTS.

- 9. Insurance and Waiver of Subrogation

The Services do not provide insurance for your Device or otherwise. You should protect against any risk of loss with the appropriate insurance coverage, and you are responsible for obtaining all insurance coverage you believe is necessary. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE APPLICABLE POLICY OR POLICIES OF INSURANCE YOU OBTAIN AND MAINTAIN, YOU RELEASE BRIMSTONE® AND ITS LICENSORS AND SUPPLIERS FROM ALL LIABILITY FOR ANY LOSS, OCCURRENCE, EVENT OR CONDITION COVERED BY YOUR INSURANCE.

- 10. Limitation of Liability

IN NO EVENT SHALL BRIMSTONE® OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, BRIMSTONE®'S TOTAL MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICES SHALL BE LIMITED TO THE GREATER OF TOTAL FEES ACTUALLY PAID TO BRIMSTONE® BY YOU FOR THE SERVICES OR ONE HUNDRED (\$100.00) US DOLLARS. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.

- 11. Fees and Payment

Certain Services may be provided for a fee or in relation to a fee paid for land use permit. You shall pay all applicable fees regarding the Services selected by you in accordance with the terms governing your purchase of those Services.

- 12. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Tennessee, USA, without regard to principles of conflicts of law.

- 13. Dispute Resolution

(a) Arbitration. Except for disputes relating to our intellectual property rights or claims that could be brought in small-claims court, all claims arising from or relating to these Terms or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the provisions of its commercial arbitration rules and any supplementary procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions. The AAA rules are available at www.adr.org. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising from or relating to these Terms, including without limitation any claim relating to its enforceability, performance, or breach. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Brimstone® will pay the additional cost. This dispute resolution provision will be governed by the Federal Arbitration Act. The parties understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

(b) Class Action Waiver. The parties agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class action waiver set forth in this Section 13(b) is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(c) Time Limitation. You agree that any claim you may have arising from or relating to these Terms or your use of the Services must be filed within one (1) year after the events giving rise to such claim, otherwise your claim will be forever barred.

- 14. General

We reserve the right to make changes to these Terms. Any changes we make to these Terms will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Sites or Mobile App. Your use of the

Services and Mobile App after such notice will be deemed acceptance of such changes.

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms set out the entire agreement between the parties relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between the parties. These Terms are not assignable, transferable or sub-licensable by you except with Brimstone®'s prior written consent. These Terms shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

BRIMSTONE® CONNECTION

Mobile Application Software

End-User License Agreement (EULA)

By using the mobile application software ("Mobile App") that is available for download and use with the purchase of a Brimstone® permit, you agree to the terms of this End User License Agreement ("EULA") between you and Brimstone® Recreation, LLC and its subsidiaries and affiliates ("Brimstone®, "we," "our," and "us"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE MOBILE APP.

This is a legal agreement. You represent and warrant that you have the right, authority, and capacity to accept and agree to this EULA. You represent that you are of sufficient legal age in your jurisdiction of residence to use or access the Mobile App and to enter into this EULA. If you do not agree with any of the provisions of this EULA, you should cease accessing or using the Mobile App.

THIS EULA INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION AND A CLASS-ACTION WAIVER, WHICH MEANS THAT YOU AGREE, WITH LIMITED EXCEPTIONS, TO SUBMIT ANY DISPUTE RELATED TO THIS EULA OR YOUR USE OF THE MOBILE APP TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT, AND THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION. FOR MORE INFORMATION, SEE SECTION 15, BELOW. AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC UPDATES TO THE MOBILE APP. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE MOBILE APP. SECTION 8 BELOW DESCRIBES IMPORTANT LIMITATIONS OF THE MOBILE APP AND RELATED SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING AND ACCEPTING THEM.

1. Grant of License

Subject to the terms of this EULA, we grant to you a limited, non-exclusive, non-transferable, non-assignable, revocable license to execute one (1) copy of the Mobile App, in executable code form only, solely on the Devices that you own or control and solely for use in conjunction with the Devices for your personal, non-commercial purposes.

2. Term and Termination

This EULA and the license granted hereunder are effective on the date you first use the Mobile App and shall continue for as long as you have a valid Brimstone® permit, unless this EULA is earlier terminated in accordance with this Section 2 (“Term”). Brimstone® may terminate this EULA at any time if you fail to comply with any of the term(s) hereof. Upon termination of this EULA, the license granted hereunder will terminate and you must stop all use of the Mobile App. All provisions of this Agreement which by their nature survive termination, shall survive termination of this EULA.

3. Description of Other Rights and Limitations

In connection with the license of Mobile App hereunder, the parties acknowledge and agree that Brimstone® is expressly not selling to you, and you are not acquiring any right, title or interest in or to, any patents, copyrights, trade secrets, trademarks, service marks, trade names, or the company name of Brimstone® (collectively, “Brimstone® Intellectual Property”), and you will use the Mobile App strictly in accordance with our standards, policies and procedures as specified by us from time to time.

Restrictions on Use. You shall not: (i) make the Mobile App available to, or use the Mobile App for the benefit of, anyone other than yourself, except expressly permitted in this EULA; (ii) market, sell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Mobile App except as expressly permitted in this EULA; (iii) reverse engineer, decompile, or disassemble the Mobile App, except and only to the extent that such activity is expressly permitted by applicable law; (iv) interfere with or disrupt the integrity or performance of the Mobile App; (v) copy the Mobile App or any part, feature, function thereof; (vi) alter the Mobile App or any part, feature, function thereof; (vii) export or use the Mobile App in violation of U.S. law, including Department of Commerce export administration regulations; (viii) remove any copyright and other proprietary notices contained in the Mobile App; (ix) use the Mobile App in a manner which infringes or violates any of the intellectual property, proprietary, or other rights of any third party; or (x) access and use the Mobile App in any manner that is inconsistent with the terms of this EULA.

Additional Obligations. (i) You shall comply in full with all federal, state, local and foreign laws, rules and regulations in connection with your access to, and use of, the Mobile App. (ii) The Mobile App may be accessed and used only in a form and manner approved by Brimstone® in its sole discretion, and only in accordance with the terms and conditions of this EULA.

You acknowledge that the Mobile App contains valuable trade secret and proprietary information of Brimstone®, that any actual or threatened breach of this Section 3 will constitute immediate, irreparable harm to Brimstone® for which monetary damages

would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

4. Automatic Application Updates

Brimstone® may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Mobile App and related services (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to such automatic update. If you do not want such Updates, your remedy is to stop using the Mobile App. If you do not cease using the Mobile App, you may receive Updates automatically. You acknowledge that you may be required to install Updates to use the Mobile App, and you agree to promptly install any Updates Brimstone® provides. For both automatic and non-automatic updates, you agree to install all corrections of substantial defects, security patches, minor bug fixes and updates, including any enhancements, for the Mobile App in accordance with the instructions and as directed by Brimstone®. Your continued use of the Mobile App is your agreement to this EULA.

5. Open Source

Certain items of software included with the Mobile App may be subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. To the extent there are any conflicts between the terms of this EULA and any Open Source Software license corresponding to the open source component(s) of the software included with the Mobile App or additional obligations by such Open Source Software license that are not set forth in this Agreement, the terms of the Open Source Software license will control.

6. Limitations of Mobile App

You acknowledge that the Mobile App is not certified for emergency response. YOU UNDERSTAND THAT THE MOBILE APP IS NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – BRIMSTONE® DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOU OR YOUR HOME IN THE EVENT OF AN EMERGENCY. In addition, the Brimstone® support contacts cannot be considered a lifesaving solution for people at risk, and they are no substitute for emergency services. All life-threatening and emergency events should be directed to the appropriate response services. The Mobile App provides you information regarding third party products and their connection with other products and services (“Third Party Product Information”). All Third Party

Product Information is provided “as is” and “as available.” We cannot guarantee that it is correct or up to date. In cases where it is critical, accessing Third Party Product Information through the Mobile App is not a substitute for direct access of the information.

The Mobile App may contain support for programs that are not fault tolerant (e.g., GIS technology) and is not designed, manufactured, or intended for use or resale as control equipment in hazardous environments or emergency services requiring fail-safe performance in which the failure of such software programs could lead directly to death, personal injury, or severe physical or environmental damage. BRIMSTONE® DISCLAIMS ALL DAMAGES INCLUDING DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES RELATING TO THE FAILURE OF ANY SUCH MOBILE APP.

7. Warranty Disclaimers

ACCESS TO AND USE OF THE MOBILE APP IS PROVIDED “AS IS,” “WITH ALL FAULTS.” EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE MOBILE APP, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the above exclusion of implied warranties, so some of the above exclusions may not apply to you. YOU USE THE MOBILE APP AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND BRIMSTONE® DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR DEVICES, OTHER PERIPHERALS CONNECTED TO THE DEVICE, COMPUTER, MOBILE DEVICE, RESULTING FROM YOUR USE OF THE MOBILE APP. BRIMSTONE® AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE MOBILE APP: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BRIMSTONE® SHALL CREATE ANY WARRANTY.

8. Liability Cap and Limitation of Liability

a. **LIABILITY CAP.** YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THIS EULA BY BRIMSTONE® OR ANY DISSATISFACTION WITH RESPECT TO THE MOBILE APP IS TO DISCONTINUE OPERATING, ACCESSING AND USING THE MOBILE APP. IN NO EVENT SHALL BRIMSTONE®’ TOTAL LIABILITY ARISING FROM OR RELATING TO THIS EULA OR THE MOBILE APP (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT,

MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE GREATER OF TOTAL FEES ACTUALLY PAID TO BRIMSTONE® BY YOU FOR THE MOBILE APP OR ONE HUNDRED (\$100.00) US DOLLARS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

b. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, NEITHER BRIMSTONE® NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO YOU OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT, TORT OR OTHER LEGAL THEORY) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING FROM OR RELATING TO THIS EULA OR THE MOBILE APP, HOWEVER CAUSED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Misuse by You

Notwithstanding anything to the contrary contained in this EULA, you shall not be entitled to any remedy under this EULA or otherwise, and Brimstone® shall have no liability whatsoever, if any defect deficiency, error or problem with the Mobile App arises from or results from your violation of this EULA, or from accident, abuse, misapplication, abnormal or unauthorized installation, operation, access or use of the Mobile App.

10. Intellectual Property Ownership

a. General. The Mobile App and all Brimstone® Intellectual Property is the intellectual property of and is owned by Brimstone® and/or its licensors. In connection with the license of the Mobile App hereunder, the parties acknowledge and agree that Brimstone® is expressly not selling to you, and you are not acquiring any right, title or interest in or to the Mobile App, but that you will be granted a limited, personal, non-exclusive, non-transferable, non-assignable license by Brimstone® to use the Mobile App only for your personal purposes and for no other purposes. The structure, design, and organization of the Mobile App are the exclusive property, valuable trade secrets and confidential information of Brimstone® and/or its licensors and title to the Mobile App shall at all times remain with Brimstone® and/or its licensors. Except as expressly stated herein, this EULA does not grant you any intellectual property rights in the Mobile App, or any component or element thereof, and all rights not expressly granted to you under this EULA are reserved to and retained by Brimstone® and/or its suppliers. Notwithstanding anything contained in this EULA to the contrary, Brimstone® reserves the right to make available, distribute or release the Mobile App under different license terms or to stop distributing, making available or releasing the Mobile App at any time.

b. **Marks.** You shall ensure that the Mobile App maintains the trademarks, service marks, trade names, or the company name of Brimstone® (collectively, “Marks”) and all other Brimstone® Intellectual Property in a manner which complies with the intellectual property rights of Brimstone® and/or its affiliates and this EULA. You agree to comply with all federal, state, local and foreign laws, rules, regulations and treaties, pertaining to the proper use and designation of marks in any country where the Marks could be in commerce. You also agree not to use the Marks as any trade name, corporate name, or Internet domain name, or to use the Marks in conjunction with any other marks without the prior written approval of Brimstone®. You agree that Brimstone® is the exclusive owner of the Marks and all the goodwill associated therewith, and all other content (including, without limitation all logos, graphics, colors, color combinations, works of authorship, audio works, visual works, and other content and materials) provided to You. Brimstone® shall retain all right, title and interest in and to the Marks, the goodwill associated therewith, and all registrations granted thereon. Any and all uses of the Marks by you shall inure to the benefit of Brimstone®. You shall have no rights to the Marks or any confusingly similar variation thereof. You acknowledge the validity of the Marks. You acknowledge that you are estopped and that you will forebear from taking any action to challenge the validity or enforceability of the Marks. Any and all rights not expressly granted to you under this EULA are hereby reserved to and retained by Brimstone®. During the term of this EULA and thereafter, you agree that you will not in any way impair Brimstone®'s rights in the Marks, or any confusingly similar marks, or its right to use thereof or the goodwill of the business connected with such use and symbolized by the Marks.

11. Indemnity

You shall indemnify, defend and hold harmless Brimstone® and its employees, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, arising in connection with or related to: (i) your material breach of this EULA; (ii) your or your agent's acts and omissions in connection with access to and use of the Mobile App; (iii) your or your agent's negligence or willful misconduct in connection with access to and use of the Mobile App; or (iv) your violation, infringement or misappropriation of the intellectual property, proprietary or other rights of any third party. If any claim is commenced against Brimstone® under this paragraph, Brimstone® will provide notice of the claim and copies of all related documentation to you, and you will assume control of the defense of such claim at your cost and expense. Such notice and documentation will be provided as promptly as possible; provided, that in no event shall you be relieved of your indemnification obligations hereunder unless the failure to provide notice promptly hereunder results in, and then only to the extent of, actual prejudice to your rights. Brimstone® may, at its own cost and expense, participate, through its attorneys or otherwise, in the investigation, trial and defense of such claim and any appeal. In such case, you will reasonably cooperate with Brimstone®' attorneys. You agree not to settle any such claim without Brimstone®'s prior written consent.

12. Applicable Law

This EULA is governed, construed, and enforced in accordance with the laws of the State of Tennessee, without giving effect to any principles of conflicts of laws.

13. Dispute Resolution

a. Arbitration. Except for disputes relating to our intellectual property rights or claims that could be brought in small-claims court, all claims arising from or relating to this EULA or your use of the Mobile App shall be finally settled by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the provisions of its commercial arbitration rules and any supplementary procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions. The AAA rules are available at www.adr.org. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising from or relating to this Agreement, including without limitation any claim relating to its enforceability, performance, or breach. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with this Agreement. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Brimstone® will pay the additional cost. This dispute resolution provision will be governed by the Federal Arbitration Act. The parties understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

(b) Class Action Waiver. The parties agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class action waiver set forth in this Section 13(b) is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(c) Time Limitation. You agree that any claim you may have arising from or relating to this EULA or your use of the Mobile App must be filed within one (1) year after the events giving rise to such claim, otherwise your claim will be forever barred.

16. Entire Agreement

This EULA; the Brimstone® Connection Mobile Application Software Terms of Service, available above; and the Brimstone® Connection Privacy Policy, available below; is the entire agreement between you and Brimstone® relating to the subject matter of this EULA and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this EULA. If any

provision of this EULA is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this EULA and shall not affect the validity and enforceability of any remaining provisions.

17. Notices and Questions

All notices and demands hereunder shall be in writing and shall be served by personal service, electronic mail, or by mail. All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally-recognized private express courier and shall be deemed complete upon receipt. Should you have any questions concerning this EULA, or if you desire to contact Brimstone® for any reason, please contact Brimstone®.

18. Compliance with License and Laws

You shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to you under this EULA. In the event that any part of this EULA is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to fullest extent permitted by law.

19. Headings

The titles and headings of the various sections and paragraphs in this EULA are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this EULA. The opening two paragraphs and the Recitals to this EULA are incorporated herein.

20. Waiver/Assignment

A waiver of any provision of this EULA shall only be effective if in a writing signed by the party against which the waiver is claimed. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement. This EULA may not be assigned by you without the prior written consent of Brimstone®. This EULA may be assigned by Brimstone®, by operation of law or otherwise, without the consent or approval of you or any other person, firm or entity. Each and all of the covenants, terms, provisions and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and, to the extent expressly permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

BRIMSTONE® PRIVACY POLICY

As our customer, your privacy is important to us; therefore, we have adopted the following Privacy Policy:

We collect nonpublic personal information about you from various sources, including the following:

- Information we receive from interviews regarding your permit application;
- Information we receive on applications, organizers, or by other means, such as your name, address, telephone number, social security number, date of birth.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as requested by our customers or as required by law. We restrict access to nonpublic personal information concerning you, except to employees who need access to such information in order to provide products or services for you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about our Privacy Policy, please contact us:

***Brimstone Recreation, LLC
2860 Baker Highway
Huntsville, TN 37756
423-663-4868
1-800-BRIMSTONE (274-6786)***