END USER LICENSE AGREEMENT – GEOFRENZY, INC. SDK

PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION AND CLASS ACTION WAIVER WHICH LIMIT YOUR RIGHT TO HAVE A DISPUTE HEARD IN COURT. PLEASE READ THIS ARGREEMENT AND THE ARBITRATION PROVISION AND CLASS ACTION WAIVER BELOW CAREFULLY.

YOU AGREE TO USE THE SDK (DEFINED BELOW) SOLELY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THE "AGREEMENT"), AND YOU AGREE THAT YOU ARE BOUND BY AND ARE A PARTY TO THIS AGREEMENT. YOU WARRANT THAT YOU ARE AT LEAST EIGHTEEN YEARS OLD AND THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO CONTRACTS. IF YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, OR OTHER ENTITY, THEN
(i) "YOU" INCLUDES YOU AND THAT COMPANY, ORGANIZATION OR ENTITY, AND (ii) YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF SUCH COMPANY, ORGANIZATION OR ENTITY WITH THE AUTHORITY TO BIND SUCH COMPANY, ORGANIZATION OR ENTITY TO THIS AGREEMENT.

YOUR USE OF THE SDK IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT INSTALL OR USE THE SDK.

1.   About This Agreement.

      1.1   Generally. This Agreement applies to the SDK made available by GeoFrenzy, Inc. (herein after referred to as "GEO")to you.

      1.2   Additional Terms. Certain additional and/or different terms may apply to certain types of users. If you are a federal, state, or local government entity (including but not limited to any agency or other sub-governmental organization thereof) utilizing the SDK in your official capacity, and to whom GEO has agreed to provide the SDK, then our Government Terms apply to you.

2.   Definitions

"Application" means a software program that is developed by you using the SDK for use with GEO Products.

"Confidential Information" means the SDK and all other information disclosed to you by GEO that would reasonably be considered to be confidential, or is or was considered by GEO to be confidential, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third-party as a matter of right and without restriction on disclosure; or (d) is or was independently developed by you without access to, use of, or reference to the Confidential Information.

"Documentation" means any online read me, help files, technical specifications, or other related explanatory materials that are contained in the SDK or that accompany the SDK.

"GEO" means GeoFrenzy Inc. and its affiliates.

"GEO Products" means GEO's proprietary software, software components and services.

"Header Data" means information about the software (including but not limited to installation

identification, app key, SDK version of an Application).

"Licensee Disclosure" means any information that you may provide to GEO in connection with this Agreement, including, for example, feedback on errors and improvements within or relating to the SDK.

"Privacy Policy" means GEO's privacy policy located at https://smartfences.place/legal

"SDK" or "Software Development Kit" means software (source code and object code), applications, tools, sample code, templates, fonts, logos, icons, images, libraries, interfaces, Updates, Documentation, application programming interfaces (APIs), information, data, files, and other materials, whether tangible or intangible, in whatever form or medium provided to you by GEO for use by you in connection with your Application.

"Open-Source Component" means software, interfaces and firmware subject to an open-source software license, which means any software license approved as open-source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format.

"Third-Party Component" means software, interfaces and firmware licensed by GEO from a third-party (e.g., a supplier of GEO) for incorporation into the SDK and distributed as an integral part of the SDK, as applicable. Third-Party Components may include Open-Source Components.

"Updates" means bug fixes, service packs, hot fixes, updates, upgrades, enhancements, modifications, and new releases of versions of the SDK.

"Warranty Logs" means information provided to and/or received by the SDK that is necessary for determining warranty eligibility and product reliability, including without limitation SDK function calls.

3.   License.

        3.1   License Grants. The SDK is licensed, not sold, to you by GEO and/or, if applicable, its suppliers and licensors. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, worldwide, non-exclusive, non-sublicensable, and nontransferable right to use the SDK solely in the manner described in the Documentation and solely to develop, test, and operate Applications in connection to GEO products.

        3.2   Use Restrictions. You may not use the SDK except as permitted in this Agreement and any additional terms and conditions that GEO provides pursuant to Section 3.1. Except with GEO's prior written consent or otherwise provided herein, you may not: (a) alter, modify or create any derivative works of the SDK, including the underlying source code, or the Documentation in any way, including without limitation customization, translation or localization; (b) port, reverse compile, reverse assemble, reverse engineer, or otherwise attempt to separate any of the components of the SDK or derive the source code for the SDK (except to the extent applicable laws specifically prohibit such restriction); (c) copy, redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the SDK; (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the SDK. You may not release the results of any performance or functional evaluation of any of the SDK to any third-party without prior written approval of GEO for each such release. You may not cause or permit any third-party to do any of the foregoing.

        3.3   Distribution of Object Code. You may distribute your Application with object code of the

SDK incorporated therein, provided that you must: (1) distribute such object code of the SDK in execution form only; (2) distribute such code only as a part of your Applications; (3) not distribute any portion of the SDK that is not object code, including but not limited to source code, header files and Documentation; (4) not charge a separate price or fee for the object code of the SDK that is distinct from the fee you charge for your Application; and (4) not distribute, link, or integrate the object code of the SDK such that any part of the object code of the SDK becomes subject to an open source license.

3.4   Third-Party Components. You acknowledge that the SDK may contain Third-Party Components. All third-party licensors and suppliers retain all right, title and interest in and to such Third-Party Components and all copies thereof, including all copyright and other intellectual property rights. Your use of any Third-Party Components shall be subject to, and you shall comply with, the terms and conditions of this Agreement, and the applicable restrictions and other terms and conditions set forth in any Third-Party Components documentation or printed materials, including without limitation an end user license agreement.

3.5   Open-Source Components. The SDK may include Open-Source Components that are subject to open-source software licenses. The Documentation accompanying the SDK includes copies of the licenses applicable to the Open-Source Components. To the extent there is conflict between the license terms covering the Open-Source Components and this Agreement, the terms of such licenses will apply in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Open-Source Components prohibit any of the restrictions in this Agreement with respect to such Open-Source Component, such restrictions will not apply to such Open-Source Component.

4.   Reservation of Rights. GEO and its licensors reserve all rights, including but not limited to ownership and intellectual property rights, not expressly granted to you. GEO's licensors are the intended third-party beneficiaries of this Agreement and have the express right to rely upon and directly enforce the terms set forth herein. There are no implied licenses granted by GEO under this Agreement. Except as specified above, you shall have no rights to the SDK. You acknowledge and agree that the form and nature of the SDK that GEO provides may change without prior notice to you and that future versions of the SDK may be incompatible with Applications developed on previous versions of the SDK. You acknowledge and agree that GEO may stop providing the SDK or any features of the SDK permanently or temporarily to you or users generally at GEO's sole discretion, without prior notice to you. If the SDK is a "beta" release, you acknowledge and agree that the SDK is a "beta" release for evaluation purposes only and may contain bugs, defects and errors and that the SDK may fail, return inaccurate results, and/or be subject to other malfunctions.

5.   Your Applications and Use of the SDK.

5.1   Rights in Your Applications. GEO agrees that it obtains no right, title, or interest from you (or your licensors) under this Agreement in or to any Applications that you develop using the SDK, including any intellectual property rights that subsist in those Applications.

5.2   Permitted Applications. You agree to use the SDK and write Applications solely for purposes that are permitted by: (a) this Agreement; (b) the GEO Developer Policy available at https://developer.smartfences.place and (c) any applicable law, rule, regulation, or generally accepted practice or guideline in the relevant jurisdiction, including but not limited to laws, rules, or regulations regarding the export of data or software to and from the United States or other relevant countries, and national, public, and personal security.

5.3   Your Responsibilities. You agree that you are solely responsible for, and that GEO has no responsibility to you or any third-party for, or access to: (a) any data, content, or resources that you create, transmit, or display through the Applications you develop on or with the SDK (whether originating with you or a third-party), and for the consequences of your actions (including any loss or damage suffered by GEO) by doing so; and (b) any breach of your obligations under this Agreement, any applicable third-party contract or terms of service, or any applicable law, rule, or regulation, and for the consequences (including any loss or damage suffered by GEO) of any such breach.

5.4   Compliance with Law; Safety. For the avoidance of doubt, you agree that you shall at all times strictly comply with all applicable laws, rules and regulations and shall not threaten the safety of national security, public security, or the health, privacy, or safety of any person.

6.   Privacy and Automatically Collected Information.

6.1   SDK Use and User Information. In order to continually improve the SDK, GEO may automatically collect certain usage statistics including, but not limited to, unique identifiers, associated IP address, and other information on which tools and services in the SDK are being used and how they are being used. This data is collected in the aggregate to improve the SDK and is maintained in accordance with GEO's Privacy Policy located at https://smartfences.place/legal (the "Privacy Policy"). We may also collect certain personal information from you, including but not limited to your legal name, mailing address, phone number, email address, and other contact or personal information. We may also collect additional information in order to verify your identity or provide certain functions. This information will be maintained in accordance with GEO's Privacy Policy, and you hereby agree that we may share this information with our third-party business partners for purposes of verifying your identity or provide certain functions and as otherwise permitted by our Privacy Policy.

7.   Proprietary Rights. You acknowledge and agree that the SDK belongs to GEO or its licensors. You agree that you neither own nor hereby acquire any claim or right of ownership to the SDK or to any related patents, copyrights, trademarks, or other intellectual property. GEO and its licensors retain all right, title, and interest in and to all copies of the SDK at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. This license is not a sale of the original or any subsequent copy. The SDK is protected by copyright and other intellectual property laws and by international treaties. You may not make any copies of the SDK except for your own personal use. Any and all other copies of the SDK made by you are in violation of this license. All content accessed through the SDK is the property of the applicable content owner and may be protected by applicable copyright law. This license gives you no rights to such content. All trademarks used in connection with the SDK are owned by GEO, its affiliates and/or its licensors and other suppliers, and no license to use any such trademarks is provided hereunder.

8.   Information Submitted to GEO Not Deemed Confidential. GEO works with many application developers and some of their products may be similar to or compete with Your Applications. GEO may also be developing its own similar or competing applications, or may decide to do so in the future. To avoid potential misunderstandings, GEO cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any Licensee Disclosure. Such Licensee Disclosure may include, for example, feedback on errors and improvements within or relating to the SDK. You agree any such Licensee Disclosure will be non-confidential. GEO will be free to use and disclose any Licensee Disclosure on an unrestricted basis without notifying or compensating you. You release GEO from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosure. Any physical materials you submit to GEO will become GEO property and GEO will have

no obligation to return those materials to you or to certify their destruction.

9.   No Support. This Agreement does not entitle you to receive from GEO or its licensors hard-copy documentation, support, telephone assistance, or enhancements or updates to the SDK.

10.   Term and Termination. This Agreement and your right to use the SDK may be terminated by you or by GEO at any time upon written notice. This Agreement automatically terminates if you fail to comply with its terms and conditions. Immediately upon termination, you shall return or destroy all copies of the SDK in your possession, custody, or control and, if requested by GEO, you shall certify to GEO in writing that such return or destruction has occurred. The following Sections of this Agreement survive any expiration or termination hereof: 1, 2, 3.2, 3.3, 3.4, 3.5, and 4 through 18 (inclusive).

11.   No Warranty. You agree that the SDK and its components are provided "as is" and that GEO and its licensors make no other warranty as to the SDK, including, but not limited to, uninterrupted use, accuracy, and data loss. GEO and its licensors disclaim all other warranties, express or implied, including but not limited to the implied warranties of merchantability, privacy, security, non-infringement and fitness for a particular purpose (even if GEO knows or should have known of such purpose), related to the SDK, its use or any inability to use it, the results of its use and this Agreement. GEO and its licensors do not warrant that the SDK or any results of use thereof will be free of defects, errors or viruses, reliable or able to operate on an uninterrupted basis or in a particular environment or that errors therein, if any, will be corrected.

12.   Limitation of Liability. To the fullest extent permitted by law, GEO and its affiliates and licensors shall not be liable for any damages, whether in contract or tort (including negligence) or any other legal or equitable theory, arising from this agreement, including without limitation any indirect, consequential, special, exemplary, incidental damages, even if advised of the possibility of such damages. You agree that you shall have the sole responsibility for protecting your data, by periodic backup or otherwise, used in connection with the SDK. In any case, GEO and its affiliates and licensors' sole liability and your exclusive remedy under any provision of this Agreement shall be the replacement of the SDK (or portion thereof) found to be defective, with the exception of death or personal injury caused by the negligence of GEO, and solely to the extent applicable law prohibits the limitation of damages in such cases.

13.   Indemnification. To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless GEO, its affiliates and their respective directors, officers, employees, and agents from and against any and all claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or accruing from: (a) your use of the SDK, including Third-Party Software and/or Documentation; (b) any Application you develop on or with the SDK that infringes any patent, copyright, trademark, or other intellectual property or proprietary right of a third party; and (c) your noncompliance with any term of this Agreement.

14.   Confidentiality. "Confidential Information" shall mean the SDK and all other information disclosed to you by GEO that would reasonably be considered to be confidential, or is or was considered by GEO to be confidential, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third-party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information.

You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information

at all times, both during the term hereof and for a period of at least 3 years after termination of this Agreement, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate, or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third-party without the prior written consent of GEO. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You agree to use your best efforts to prevent and protect the contents of the SDK from unauthorized disclosure or use. You shall notify GEO in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with GEO in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use.

If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify GEO prior to such disclosure to allow GEO an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with GEO in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

15.   Injunctive Relief. You acknowledge and agree that your breach or threatened breach of this Agreement shall cause GEO irreparable damage for which recovery of money damages would be inadequate and that GEO therefore may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

16.   Export Controls. The SDK and the underlying information and technology may not be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the SDK and/or Documentation, you are agreeing to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and you agree to comply with all export laws and other applicable laws.

17.   Miscellaneous. (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, which may only be modified by a written amendment signed by an authorized executive of GEO. (b) Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration in accordance with Section 18 below. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (d) If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent, and the remaining portions remain in full force and effect, or GEO may at its option terminate this Agreement. (e) The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only. (f) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (g) You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. GEO may assign this Agreement to any entity at its sole discretion. (h) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

18.   **MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. BY ELECTING ARBITRATION, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH BINDING ARBITRATION. YOU WAIVE THE RIGHT TO HAVE YOUR DISPUTE HEARD IN COURT AND WAIVE THE RIGHT TO BRING CLASS CLAIMS. YOU UNDERSTAND THAT DISCOVERY AND APPEAL RIGHTS ARE MORE LIMITED IN ARBITRATION.

Any dispute or claim relating in any way to your use of SDK, or to any products or services sold or distributed by or on behalf of GEO will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this End User License Agreement as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to;

Geofrenzy, Inc
39 Main Street
Tiburon, CA 94920

The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at adr.org/consumer or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, GEO will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any arbitration will be conducted only on an individual basis between you and GEO and not in a class, consolidated or representative action or arbitration. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial**. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. If part of this provision is unenforceable, the remainder remains in effect.

19.   User Outside the United States. If you are using the SDK outside the US, then the following shall apply: (a) You confirm that this Agreement and all related documentation is and will be in the English language; (b) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the SDK, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

This End User License Agreement was last modified on 7/29/2018.