

Cooper Lighting, LLC

Terms of Service

LAST UPDATE: August 18, 2020, Version 1.0

COOPER LIGHTING, LLC AND ITS AFFILIATES ("COOPER LIGHTING ", "WE", "OUR" AND "US") PROVIDE: (1) SERVICES ACCESSIBLE THROUGH COOPER LIGHTING'S WEBSITES ("WEB-BASED SERVICES"), (2) HALO HOME SOFTWARE THAT MAY BE DOWNLOADED TO YOUR SMARTPHONE OR TABLET TO ACCESS SERVICES ("MOBILE APP"), AND (3) SUBSCRIPTION SERVICES, INCLUDING SERVICES THAT CAN BE ACCESSED USING THE WEB-BASED SERVICES AND MOBILE APP ("SUBSCRIPTION SERVICES"), ALL FOR USE IN CONJUNCTION WITH COOPER LIGHTING'S HALO HOME™ PRODUCTS ("PRODUCTS"). THE TERM "SERVICES" MEANS THE WEB-BASED SERVICES, MOBILE APP, AND SUBSCRIPTION SERVICES.

These Terms of Service ("Terms" or "Agreement") govern your access to and use of the Services and Products. Please read these terms carefully.

The term "you," as used in these Terms, means any person or entity who accesses or uses the Services or Products and any person or entity who creates an Account (as defined in Section 2(a)) and accepts these Terms, including Owners, Authorized Users (as defined in Section 2(c)), and the parents or guardians of Authorized Users, as applicable (as described in Section 1(b)(ii)). These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. THE DISCLAIMERS, EXCLUSIONS, MANDATORY AND BINDING ARBITRATION, LIMITATIONS OF LIABILITY, INDEMNIFICATION, WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION AND WAIVER OF PUNITIVE DAMAGES UNDER THESE TERMS 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.

THESE TERMS ARE A LEGAL AGREEMENT. ACCESSING AND USING THE SERVICES OR PRODUCTS, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY (SUBJECT TO SECTION 1(b)(ii) BELOW) TO ACCEPT AND AGREE TO THESE TERMS. YOU REPRESENT THAT YOU ARE, SUBJECT TO SECTION 1(b)(ii) BELOW, OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND PRODUCTS AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT (AS DESCRIBED BELOW) AND CEASE ACCESSING OR USING THE SERVICES AND PRODUCTS.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATES OF THE SERVICES AND OF THE PRODUCTS CONNECTED TO THE SERVICES. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES AND PRODUCTS.

AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES AND PRODUCTS, 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 and Products. Your purchase of any Product is governed by the Terms & Conditions of Sale and is subject to the limited warranty provided with that Product. The software embedded in the Product (and any updates thereto) ("Product Software") is licensed and governed by the applicable end user license agreement ("EULA"). 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, and the

Website Privacy Notice ("Website Privacy Notice"), and the Privacy Statement ("Privacy Statement"), are incorporated by reference into these Terms, and you are agreeing to accept and abide by them by using the Services and Products.

(b) Eligibility.

(i) You may use the Services and Products only if you have the legal capacity to form a binding agreement with us (except subject to the provisions of clause (1)(b)(ii) below), you accept these Terms by accessing or using the Services or Products, and only if you are in compliance with these Terms and all applicable local, state/provincial, national and international laws, rules, and regulations. Only individuals age 18 and older are permitted to act as owners of Accounts.

(ii) If you are an Authorized User, you represent and warrant that you are over the age of 13 (or equivalent minimum age in the jurisdiction where you reside), and in the event you are between the age of 13 (or equivalent minimum age in the jurisdiction where you reside) and the age of majority in the jurisdiction where you reside, that you will only use the Services and Products with the permission of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services and Products by individuals under the age of 13 (or equivalent minimum age in the jurisdiction where you reside) without a parent's or legal guardian's permission is strictly prohibited and is a violation of these Terms. The Services and Products are not available to any users previously prohibited from using the Services and Products by Cooper Lighting.

(c) Customer Service. If you have any questions or concerns regarding the Products, the Services, or these Terms, please contact Cooper Lighting. You understand and agree that customer service and customer care and support offered and provided by Cooper Lighting is not a 911 service or dispatch center, an emergency service provider or dispatch service, or a lifesaving solution for people at risk in their home or otherwise. Please do not contact customer service or any customer care and support offered by Cooper Lighting 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 Products, or until terminated in accordance with these Terms. At any time, Cooper Lighting may (i) suspend or terminate your right to access or use the Services, (ii) terminate these Terms with respect to you if Cooper Lighting in good faith believes that that you have used the Services or Products in violation of these Terms, including any incorporated guidelines, terms or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account (as described below) and will need to register for a separate Account with Cooper Lighting and accept these Terms.

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

2. ACCOUNTS

(a) When you install Halo Home System devices, you will be directed to download the Mobile App from the app store that corresponds to your particular mobile device (i.e., Apple, Google, etc.). When you open the Mobile App, you will be asked to register with Cooper Lighting and establish an account for your Halo Home System devices. Establishing an account requires that you provide to Cooper Lighting your designated email address and that you select and enter a password. After entering your email address and password, you will be asked for your name. The Mobile App will then request permission to send you notifications and to allow Halo Home to access your locations while using the Mobile App. You may withhold your consent to receive notifications or to allow Halo Home to access your location, but doing so may impact your ability to fully utilize your Halo Home System devices including allowing the Halo Home System devices to set sunset/sunrise scheduling (which is dependent upon your location). After registering

using the Mobile App, you will be sent a verification email to the email address you provided for the purpose of verifying your account ID. You will be instructed to click on the link in the verification email to complete the registration process and to continue with your Halo Home experience. In addition to the information collected in the registration process described above, once you have registered, we may ask you for additional information to create your Halo Home user profile such as your telephone number, address, and in some cases, credit card or other billing information for additional services you may order, all of which will be stored with a third party with which we have a business relationship. Answering these questions allows us to establish and maintain your user account for the Halo Home System devices that you have purchased and helps us to set up and maintain a lighting program customized to your preferences. After you complete the registration process, your account registration allows you to provide certain additional basic profile information, such as your profile photo. Names and profile photos may be shown to others in connection with the Halo Home services. You should only use photos you are willing to make public.

- (b) You represent and warrant that: (i) all required information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Services and Products 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 login information and for all activities that occur under your Account. You agree to maintain your password securely to prevent others from gaining access without your permission. You agree to immediately notify us 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.
- (c) The individual who creates an Account is the “owner” of that Account and is the owner of the Products associated with that Account. Individuals who are authorized to access or otherwise provided access by the owner to an owner’s Products are “Authorized Users.” Authorized Users may have the ability to use the Services to monitor and control the Products (for example, an Authorized User can change your lighting schedule). Authorized Users are responsible for their own actions in connection with the Products and Services, but the owner of the applicable Products also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the owner’s Products, the Services and the owner’s Account. If you are an owner who invites or enables an Authorized User, you acknowledge and agree that such Authorized User may subsequently invite or enable other Authorized Users with the same access and ability to use your Products and to use the Services set out above. As a result, if you are an owner of Products, you should authorize only those individuals that you trust to access your Account, your Products, and the Services.

3. ACCESS TO SERVICES

- (a) Access and Use. Subject to these Terms, Cooper Lighting grants you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services by (i) using the Web-based Services in connection with registering and establishing a Halo Home account and user profile, and for the purpose of, controlling and monitoring the Products you own or are authorized to control and monitor or otherwise accessing a service explicitly provided by Cooper Lighting for your use (the “Permitted Purpose”), and (ii) installing and using the Mobile App solely on your own handheld mobile device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose.
- (b) To connect your Product to our services, or to access your Product over the Internet from a computer, a smartphone or a tablet, you will need to connect your Product to your Wi-Fi network. During setup, the Product will ask for your Wi-Fi network name (SSID) and password to connect to the Internet. It will save this information on the device, along with your IP address, so that you can access it and control it from your computer, smartphone or tablet, and so that it can communicate with our servers and download software updates. Once connected to your Wi-Fi network, your Product regularly sends the data described in the Privacy Statement (excluding your Wi-Fi password) to us so that we can provide you with services.
- (c) Automatic Software Updates. Cooper Lighting may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and/or the Product Software

("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 and the Products. If you do not terminate a previously created Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services and the Products and you agree to promptly install any Updates Cooper Lighting provides. Your continued use of the Services and the Products is your agreement (i) to these Terms with respect to the Services and Products, (ii) to the EULA with respect to updated Product Software; and (iii) any change or updates that Cooper Lighting may make to these Terms or the EULA over time.

- (d) Cooper Lighting-provided interface to Third-Party Products and Services. Over time, Cooper Lighting may provide the opportunity for you to interface the Products and Services to one or more third-party products and services, through and using the Services ("Third Party Products and Services"). You decide whether and with which Third-Party Products and Services you want to interface. When you choose to connect third party products and services to your Products, you may be shown details about any proposed exchanges of data between Cooper Lighting and the third party that is providing the product or service. In some cases, Cooper Lighting or the third party will instead (or also) ask for permission to control the products that you have connected. Your activation is required through the Mobile App or a third party mobile application to allow these exchanges or requests for control and the connection between a Product and a third party product or service will not be possible without your activation. You agree that Cooper Lighting may exchange information and control data regarding you and your Products, including your personal information, to enable the interface you have authorized. Once this information is shared with the particular Third-Party Product and Service, its use will be governed by the third party's privacy policy and not by Cooper Lighting's privacy documentation. You acknowledge and agree that Cooper Lighting makes no representation or warranty about the quality or safety of any Third-Party Products or Services or the interface with Product and Services. Accordingly, Cooper Lighting is not responsible for your use of any Third-Party Product or Service or any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your use of any Third-Party Products or Services. You should contact the third party with any questions about their Third-Party Products and Services.
- (e) Certain materials may be displayed or performed on the Services (including, but not limited to 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 Products or Services (collectively, "User Submissions"), which we may use to provide, maintain and improve the Products or Services. Some content may be visible to others. You may also post feedback, comments, questions, or other information on Cooper Lighting's websites. You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Products or 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 Cooper Lighting an irrevocable, perpetual, worldwide, royalty-free, assignable, sublicenseable, 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. Cooper Lighting 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.
- (f) 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 or Products; (iii) you agree not to access the Services or Products in order to build a similar or competitive service or product; (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 a computer or communication network, computer, handheld mobile device, data, the Services, the Products, the Product Software, or any other system, device or property; (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 Cooper Lighting; 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 Products. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

- (g) Open Source. Certain items of independent, third party code may be included in the Web-based Services and/or Mobile App 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.
- (h) Privacy. Please review the [Privacy Statement](#) and [Notice](#) for Cooper Lighting Products and Services. These documents describe practices regarding the information that Cooper Lighting may collect from users of the Products and Services and can be read [here](#).
- (i) Security. Cooper Lighting cares about the integrity and security of your personal information. However, Cooper Lighting cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
- (j) Modification. Cooper Lighting reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Cooper Lighting will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.
- (k) Access Outside Certain Countries. Although Cooper Lighting’s websites are accessible worldwide, the Products and Services provided or accessed through or on the Cooper Lighting websites are not available to all persons or in all countries. If you choose to access the Cooper Lighting websites from outside a country in which Cooper Lighting supports the Product and Services (“Target Country”), you do so on your own initiative, and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Cooper Lighting websites are not designed for use in a non-Target Country and some or all of the features of the Cooper Lighting websites may not work or be appropriate for use in such a country. To the extent permissible by law, Cooper Lighting accepts no responsibility or liability for any damage or loss caused by your accessing or use of Cooper Lighting’s websites or Products in a non-Target Country. You will be bound by these Terms wherever you use the Services.

4. AGREED USAGE AND LIMITATIONS OF COOPER LIGHTING SERVICES AND PRODUCTS

- (a) Intended Use of Cooper Lighting Services. The Services are intended to be accessed and used for non-time-critical information and control of Products. 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 Cooper Lighting’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 Cooper Lighting 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 Products and Services. You acknowledge and agree that the Products and Services, whether standing alone or when interfaced with Third-Party Products or Services are not certified for emergency response. Cooper Lighting makes no warranty or representation that use of the Products or Services with any Third-Party Product or Service will affect or increase any level of safety. YOU UNDERSTAND THAT THE PRODUCTS AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL COOPER LIGHTING DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME 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 relies and is dependent 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, or optional Cellular Backup service, for which neither Cooper Lighting 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 Cooper Lighting to provide specific information relating to a situation in your home or elsewhere. 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 refund or rebate for such suspensions. Cooper Lighting 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); (iv) always-on broadband Internet access in your home with bandwidth sufficient to support the wireless devices you use; and (v) other system elements that may be specified by Cooper Lighting. 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 Products and Services. In addition, you acknowledge that Cooper Lighting may activate Bluetooth on your smartphone or tablet, with or without prior notification, in order to facilitate proper operation of the Services, enable communication with Products connected to the same Cooper Lighting account, and enable certain features.
- (f) Cellular Back-Up in Case of Wi-Fi Outage. In the event of any Service Interruptions to your home’s Wi-Fi network or internet connection, the Services may be unreliable or unavailable for the duration of the Service Interruption. This means that features and functionalities of the Products and Services may be unavailable on you Mobile App for the duration of the Service Interruption. You may have an option of selecting a cellular back-up subscription plan (“Cellular Backup”) to help improve connectivity in the event of any Service Interruption and decrease the likelihood of interruption of the Services and access to the various features and functionalities of your Products and Services on your Mobile App.
- (g) Energy Savings and Other Benefits. Unless explicitly promising a “guarantee,” Cooper Lighting does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the

Products or Services or any feature of them. Actual energy savings and monetary benefits vary with factors beyond Cooper Lighting's control or knowledge.

- (h) **Product Information.** The Services provide you information ("Product Information") regarding the Products in your home and their connection with other products and services. All 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 Product Information through the Services is not a substitute for direct access of the information in the home.
- (i) **Information Reliability.** All information publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom (or from whose account) such Content originated and Cooper Lighting will not be liable for any errors or omissions in any Content. Cooper Lighting cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, we cannot guarantee the authenticity of any data that users or merchants may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We 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.
- (j) **Representations.** You warrant, represent and agree that you will not contribute any Content or otherwise use the Services or Products 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 Cooper Lighting; (v) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vi) jeopardizes the security of your Cooper Lighting 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, products, 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 Maillist, 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.
- (k) **Installation, Test and Use.** It is your responsibility to install and use the Products and Services pursuant to the applicable manual and instructions. It is your responsibility to test the Products once installed to be sure the Products (and any related components) are functioning and communicating as intended and designed, and then regularly test and maintain the Products after installation.
- (l) **Smart Device Standards/Use.** The Products 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 manufactured by Cooper Lighting, including Wi-Fi, Bluetooth, and IP devices. HOWEVER, SMART, CONNECTED OR OTHER DEVICES AND RELATED SERVICES ("THIRD-PARTY PRODUCTS AND SERVICES") THAT ARE NOT DESIGNATED BY COOPER LIGHTING AS COMPATIBLE WITH THE PRODUCTS AND SERVICES MAY NOT WORK WITH THE PRODUCTS AND SERVICES, OR MAY HAVE LIMITED FEATURES OR FUNCTIONALITY, EVEN IF DESIGNED, SPECIFIED OR MARKETED TO OPERATE USING THE SAME OR SIMILAR STANDARDS OR MEANS OF COMMUNICATION. YOU AGREE ONLY TO USE THIRD-PARTY

PRODUCTS AND SERVICES DESIGNATED BY COOPER LIGHTING AS COMPATIBLE WITH THE PRODUCTS AND SERVICES. FURTHER, YOU AGREE THAT COOPER LIGHTING IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE AND HOLD COOPER LIGHTING 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, THIRD-PARTY PRODUCTS OR SERVICES THAT ARE NOT CERTIFIED BY COOPER LIGHTING AS COMPATIBLE WITH THE PRODUCTS AND SERVICES.

5. LIMITATIONS OF COOPER LIGHTING 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 Cooper Lighting’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) Cooper Lighting 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 Cooper Lighting.** You acknowledge that Cooper Lighting uses third party service providers to enable some aspects of the Services – such as, for example, data storage (e.g., Amazon Web Services and Microsoft Azure), Cellular Backup, synchronization, and mobile device notifications through mobile operating system vendors and mobile carriers. YOU AGREE NOT TO RELY ON THE SERVICES FOR ANY LIFE SAFETY OR TIME-CRITICAL PURPOSES. FURTHER, 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 PRODUCTS AND SERVICES.
- (c) **Equipment, ISP, and Carrier.** You acknowledge that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, Bluetooth 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 Cooper Lighting and not with an App Store. Each App Store may have its own terms and conditions to which you must agree before downloading 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.
- (e) **Third Party Website Links and Referrals.** Cooper Lighting’s websites or Mobile Apps 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. Cooper Lighting provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, 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.** Cooper Lighting is not responsible for any user’s behavior, including an Authorized User’s behavior, or for any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to their use of the Services.

- (g) Release Regarding Third Parties. Cooper Lighting is not responsible for third parties or their products and services, including, without limitation, the App Stores, Third Party Products and Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and Carriers. Cooper Lighting hereby disclaims and you hereby discharge, waive and release Cooper Lighting 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) Cooper Lighting Property. You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Product, Product Software, and Services are owned by Cooper Lighting or our affiliates or licensors. Your possession, access, and use of the Product, Product Software, and Services do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. Cooper Lighting and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. Subject to the foregoing, you own the specific items of Product that you have purchased from Cooper Lighting.

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- (b) Feedback. You may choose to, or Cooper Lighting may invite you to, submit comments, suggestions, or ideas about the Products or Services, including how to improve the Products or Services (“Ideas”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Cooper Lighting under any fiduciary or other obligation. Cooper Lighting 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 Cooper Lighting does not waive any rights to use similar or related ideas previously known to Cooper Lighting, developed by its employees, or obtained from other sources.
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7. INDEMNITY FOR THIRD PARTY ACTIONS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD COOPER LIGHTING AND ITS LICENSORS AND SUPPLIERS

(COLLECTIVELY THE “COOPER LIGHTING PARTIES”) HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST ANY OF THE COOPER LIGHTING PARTIES ARISING FROM OR RELATING TO (A) YOUR USE AND EACH AUTHORIZED USER’S USE OF THE PRODUCTS OR SERVICES, (B) YOUR OR YOUR AUTHORIZED USERS’ VIOLATION OF THESE TERMS, (C) ANY USER SUBMISSIONS OR FEEDBACK YOU PROVIDE; OR (D) YOUR OR 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 COOPER LIGHTING PARTIES’ ATTORNEYS’ FEES AND COSTS) INCURRED BY ANY OF THE COOPER LIGHTING PARTIES, ASSESSED OR FOUND AGAINST ANY OF THE COOPER LIGHTING PARTIES, OR MADE BY ANY OF THE COOPER LIGHTING 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 COOPER LIGHTING 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 COOPER LIGHTING 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 COOPER LIGHTING PARTIES, OR GROSS NEGLIGENCE OF THE COOPER LIGHTING 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. Cooper Lighting reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify Cooper Lighting and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Cooper Lighting’s prior written consent. Cooper Lighting will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

8. WARRANTY DISCLAIMERS

- (a) THE WARRANTIES FOR THE PRODUCTS AND SOFTWARE ARE SET FORTH IN THE LIMITED WARRANTY AND EULA, RESPECTIVELY.
- (b) THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND COOPER LIGHTING 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.
- (c) COOPER LIGHTING 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 HOME NETWORK, 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 COOPER LIGHTING OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.
- (d) COOPER LIGHTING DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COOPER LIGHTING WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH PRODUCTS OR SERVICES.

- (e) COOPER LIGHTING MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES, AND COOPER LIGHTING WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICES. COOPER LIGHTING MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH THE SERVICES.
- (f) THE SERVICES MAY PROVIDE YOU INFORMATION REGARDING YOUR PRODUCTS (“PRODUCT INFORMATION”) OR OTHER PERIPHERALS CONNECTED TO YOUR PRODUCTS (“PRODUCT PERIPHERALS”). THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO YOUR PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE “AS IS”, AND “AS AVAILABLE”. COOPER LIGHTING DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION OR PRODUCT PERIPHERALS WILL BE AVAILABLE, ACCURATE, OR RELIABLE.
- (g) WHEN YOU INSTALL, SETUP OR USE THE PRODUCTS 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 PRODUCTS AND 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 PRODUCTS AND SERVICES, AND SETTING OR CHANGING DEFAULTS.

10. WAIVER OF SUBROGATION

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 COOPER LIGHTING AND ITS LICENSORS AND SUPPLIERS FROM ALL LIABILITY FOR ANY LOSS, OCCURRENCE, EVENT OR CONDITION COVERED BY YOUR INSURANCE.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL COOPER LIGHTING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, 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 UNDER OR OUT OF THE PRODUCTS OR 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, COOPER LIGHTING'S TOTAL MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS OR SERVICES SHALL BE LIMITED TO FIVE (\$5.00) US DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR COOPER LIGHTING TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY COOPER LIGHTING, COOPER LIGHTING WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

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.

12. FEES AND PAYMENT

Certain Services may be provided for a fee. You shall pay all applicable fees regarding the Services selected by you in accordance with the Terms of Sale.

13. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of the State of Georgia and the United States of America, without regard to their respective principles of conflicts of law. You agree to the exclusive personal jurisdiction by the federal court located in Fayette County, Ohio, United States of America, in any matter arising from or related to these Terms and your use of the Products and Services, including any disputes relating to the existence or validity of these Terms, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

14. DIGITAL MILLENNIUM COPYRIGHT ACT

If you are a copyright owner of an agent thereof and believe that any Content infringes upon your copyrights, please sent notice to our designated agent identified below. According to the U.S. Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), your notice must comply with the following requirements:

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- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as address, telephone number, and, if available, an electronic mail address at which you may be contacted;
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- A statement that the information in the notification is accurate and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The designated agent for notice of copyright infringement claims may be reached as follows:
William Cook, WilliamTCook@cooperlighting.com.

The preceding information is provided exclusively for notifying us that your copyrighted material may have been infringed. All other inquiries, such as questions related to the Products or Services and requests or concerns regarding improper postings and/or content, will not receive a response through this process.

15. 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 Cooper

Lighting websites, the Web-based Services or the Mobile App. Your use of the Products and Services 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 us relating to the subject matter herein and supersede and any all prior or contemporaneous written or oral agreements between us. These Terms are not assignable, transferable or sub-licensable by you except with Cooper Lighting's prior written consent. These Terms of Use 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.

If you have any questions regarding this Agreement, you may contact Cooper Lighting at:

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