

2SafeYOU SUBSCRIBER AGREEMENT

This Subscriber Agreement is entered into between you and 2SafeYOU A/S (“2SafeYOU”) and concerns 2SafeYOU’s provision of the 2SafeYOU monitoring and status notification service (the “Service”).

BY EXECUTING THE 2SafeYOU ORDER FORM (“ORDER FORM”) THAT REFERENCES THIS AGREEMENT OR BY USING THE SERVICE YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

If executing an Order Form on behalf of an organization, you represent that you are authorized to bind the organization and are agreeing on behalf of that organization. Where you are agreeing on behalf of an organization, “you” refers to that organization.

1. UPDATES

2SafeYOU reserves the right, in its sole discretion, to modify this agreement at any time (“Updates”) and shall make Updates available at www.2SafeYOU.com. You are deemed to accept any Update by continuing to use the Service. Unless 2SafeYOU states otherwise, Updates are automatically effective 30 days after posting on www.2SafeYOU.com.

2. THE SERVICE

2.1 Subscription and License.

The Service is provided solely for alarm monitoring and status notification purposes.

YOU ACKNOWLEDGE AND AGREE THAT 2SafeYOU IS NOT LIABLE FOR PERSONAL INJURY OR DEATH OCCURRING AS A RESULT OR DURING USE OF THE SERVICE OR DUE TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE.

2SafeYOU grants you a non-exclusive, non-sublicensable, revocable, limited subscription to access the Service through registered accounts (each, an “Account”) as permitted by the terms of your subscription (collectively, the “Subscription”). If you access the Service through software provided by 2SafeYOU, including but not limited to the 2SafeYOU mobile or desktop application, (the “Software”) 2SafeYOU grants you a non-exclusive, non-sublicensable, limited, revocable license to install and use the Software on any mobile device(s) used in connection with your business.

2.2 Features.

The Service is provided through mediums that may include the Software, a telephone system and hardware peripherals and includes features containing different functionality (collectively, “Features”). Features available to you depend on the terms of your Subscription and are subject to change at any time at 2SafeYOU’s sole discretion, without notice or compensation. Features associated with each Subscription type are available at www.2SafeYOU.com, as updated on one or more occasions. Your Subscription is not contingent on 2SafeYOU implementing any Features, even if publicly announced or discussed with you.

2.3 Trial Service.

The Service may be available on a trial Subscription basis solely for evaluation, and not for operational purposes (“Trial Service”). Trial Service Features may not be equivalent to paid Subscription Features and may be limited in, for example, functionality or security.

2.4 Availability of Services.

2SafeYOU shall use commercially reasonable efforts to make the Services available 24/7 during the Term except for planned downtime, which 2SafeYOU shall provide prior notice of. Services are subject to unavailability caused by circumstances beyond 2SafeYOU’s reasonable control including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or power, communication or Internet service provider failures or delays.

2.5 Authorized Users.

The Service may be accessed by the number of authorized users from your organization set forth on the Order Form (“Authorized Users”). Authorized Users may be increased with approval from a 2SafeYOU sales representative. An Authorized User may be replaced with a different Authorized User, provided the replaced individual no longer requires use of and has no further access to the Service.

2.6 Account Login Information.

A user ID and password are required to access an Account (“Login Information”). You shall manage and ensure the security, confidentiality and authorized use of Login Information. Authorized Users are prohibited from sharing Login Information. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and notify 2SafeYOU promptly of unauthorized access or use.

3. USE OF THE SERVICE

3.1 Terms of Use and Privacy Policy.

Use of the Service is governed by this agreement, a Terms of Use and Privacy Policy. You and each Authorized User must agree to the Terms of Use and Privacy Policy in order to use the Service. You shall ensure that each Authorized User accepts the Terms of Use and Privacy Policy prior to accessing the Service and Authorized User compliance with the Terms of Use. If at any time you disagree with the then-current Terms of Use or Privacy Policy, you must immediately stop use of the Service and contact 2SafeYOU at support@2SafeYOU.com.

3.2 Authorized Use.

You shall use the Service in conformance with all applicable laws and regulations. You shall not use the Service to, and shall be liable for Authorized Users using the service to:

- (a) engage in conduct constituting improper use of the Service;
- (b) decompile, disassemble or reverse engineer the Service or otherwise attempt to derive the Service source code or gain unauthorized access to the Service;
- (c) reproduce, rearrange, modify, translate, create derivative works from, display, perform, publish, or distribute the Service;
- (d) break, disrupt or attempt to break or disrupt any device used to support the Service or experience of an Authorized User or knowingly exploit a flaw or bug in the Service;

- (e) store or transmit material that is infringing, libelous, unlawful or in violation of any person's rights;
- (f) harass, abuse, stalk, threaten or impersonate any person;
- (g) sell, rent, lease or sublicense the Service or access thereto;
- (h) promote, encourage or undertake illegal activity or communicate, link to, post, submit or upload content that contains objectionable or offensive conduct; or
- (i) infringe or violate third-party rights including but not limited to:
 - a. contractual rights;
 - b. copyright, patent, trademark or trade secret rights;
 - c. privacy rights;
 - d. publicity rights; or
 - e. confidential information, as determined by 2SafeYOU in its sole discretion.

3.3 Suspension.

2SafeYOU may suspend your, or a particular Authorized User's, access to the Service at any time for any reason (or for no reason) including, but not limited to, violation of this agreement or the Terms of Use, as determined in 2SafeYOU's sole discretion. 2SafeYOU has sole discretion to lift a suspension.

3.4 Customer Data.

Customer data includes any data, information and content provided or entered by you or Authorized Users when using the Service ("Customer Data"), which may include the creation of user profiles containing personal information about Authorized Users. If Customer Data is to include personal information, you shall acquire appropriate authorizations and consents prior to inputting such Customer Data. 2SafeYOU has no obligation to monitor, examine or evaluate the content, accuracy, completeness, timeliness, validity, non-infringement of third-party rights, legality or any other aspect of Customer Data. You are solely responsible for ensuring that the uploading and use of Customer Data complies with all applicable laws and regulations in the jurisdictions in which you are using the Service, the accuracy, integrity and legality of Customer Data, the means by which you acquire and keep Customer Data current and the manner of use of Customer Data by you and Authorized Users. You hereby grant 2SafeYOU a perpetual, fully paid, royalty-free, non-exclusive, sublicensable, worldwide license to Customer Data for the limited purpose of providing the Service to you, such as hosting, displaying, copying and transmitting Customer Data on or through the Service, and for purposes outlined in the Privacy Policy. You own all right, title and interest in and to Customer Data, subject to the privacy rights of Authorized Users.

3.5 Subscriber's Equipment.

Access to the Service requires hardware including, but not limited to, a computer, mobile device or approved peripherals and communications services. You shall provide all hardware and the communications services required to use the Service and are liable for all expenses related thereto.

4. FEES AND PAYMENT

4.1 Subscription Fees.

You shall pay 2SafeYOU the Subscription fee and any additional fees and charges according to the Order Form. The 2SafeYOU subscription fee can be adjusted annually with effect from January and may increase by up to five percent (5%) per calendar year ("Subscription Fee").

Authorized Users may be increased by paying an additional Subscription Fee or decreased but the Subscription Fee paid for decreased Authorized Users is nonrefundable. Subscription Fees for

additional Authorized Users added during a Term do not alter the Term and are charged from the date they are added to the service. If the Subscription is renewed pursuant to section 8.1, 2SafeYOU shall charge the same subscription Fee except for the increase permitted above.

4.2 Invoicing and Payment.

The Subscription Fee is payable according to the Order Form or, if silent, as set forth in this section 4.2. You shall provide 2SafeYOU with a valid credit card, purchase order or other document reasonably acceptable to 2SafeYOU and contact information, which you shall keep up to date. IF YOU PROVIDE A CREDIT CARD TO 2SafeYOU, YOU AUTHORIZE 2SafeYOU TO AUTOMATICALLY CHARGE SUCH CREDIT CARD FOR THE SERVICE ACCORDING TO THE ORDER FORM FOR THE TERM. Invoices are due in 14 days and incur interest at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is lower.

4.3 Invoicing and Payment by Authorized Distributor.

If an Order Form is executed with a distributor authorized by 2SafeYOU (each, an “Authorized Distributor”), the Subscription Fee is payable in accordance with the Authorized Distributor Order Form or, as applicable, the Authorized Distributor’s written policies.

4.4 Taxes.

The Subscription Fee excludes taxes, duties and charges, which you shall pay. If 2SafeYOU pays or collects taxes on your behalf 2SafeYOU shall invoice you for the applicable amount, which you shall pay on the same terms as the Subscription Fee.

5. PROPRIETARY RIGHTS

5.1 Ownership and Rights.

2SafeYOU and 2SafeYOU’s mother company ZONITH A/S retains all right, title and interest in the Service, including but not limited to copyrights, copyrightable works, patents, patent rights, trademarks, trade names and trade secrets, and in Features or modifications to the Service made at your request. This agreement does not convey any right, title or interest in, or constitute the sale of any right to, the Service, Software, Subscription or Account. You shall not remove, obscure or alter any proprietary rights notices displayed on the Service.

5.2 Feedback.

You or Authorized Users may provide 2SafeYOU with comments, recommendations, advice, ideas or other information (“Feedback”). By providing Feedback, you and Authorized Users represent and warrant that all consents, licenses, and rights necessary to license Feedback to 2SafeYOU are obtained and hereby grant 2SafeYOU an irrevocable, fully-paid, royalty-free, non-exclusive, perpetual, worldwide license to Feedback under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property rights you or Authorized Users own or control to use, broadcast, disclose, display, distribute, modify, make derivative works of, publicly perform, publish, record, reproduce, sublicense (on multiple levels), translate, transmit or otherwise exploit for all purposes and in all formats and mediums without attribution, notice, permission, royalty or payment.

6. DISCLAIMER, LIMITATION OF LIABILITY

6.1 DISCLAIMER.

THE SERVICE IS PROVIDED TO YOU “AS IS” AND 2SafeYOU DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, 2SafeYOU MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL PREVENT PERSONAL INJURY OR DEATH, SUMMON EMERGENCY PERSONNEL, MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ERROR FREE, WILL NOT HARM COMPUTERS OR MOBILE DEVICES OR RESULT IN LOST DATA OR BE SECURE AGAINST UNAUTHORIZED ACCESS. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY 2SafeYOU, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR ASSIGNS, WILL CREATE ANY WARRANTY AND YOU SHALL NOT RELY UPON SUCH ADVICE OR INFORMATION. YOU BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SERVICE.

6.2 LIMITATION OF LIABILITY.

2SafeYOU, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND ASSIGNS SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICE OR THIRD-PARTY APPLICATIONS INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOSS OF CUSTOMER DATA, LOSS OF PROFITS, LOSS OF GOODWILL, PERSONAL INJURY OR DEATH AND ANY AND ALL OTHER TANGIBLE AND INTANGIBLE DAMAGES OR LOSSES, EVEN IF 2SafeYOU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

6.3 MAXIMUM AGGREGATE LIABILITY.

NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TERMS OR WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES AND, IF ANY DISCLAIMER OR LIMITATION OF LIABILITY IS FOUND UNENFORCEABLE, VOID OR DOES NOT FULLY SHIELD 2SafeYOU FROM LIABILITY, YOU AGREE THAT 2SafeYOU’S MAXIMUM AGGREGATE LIABILITY IN ANY CASE WHATSOEVER WILL BE THE TOTAL AMOUNT YOU PAID TO 2SafeYOU IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE HARM IN QUESTION.

7. INDEMNIFICATION

You shall indemnify, defend and hold 2SafeYOU, its subsidiaries, affiliates, officers, directors, employees, representatives and assigns, harmless from and against any claim, liability, injury, damage, cost, loss or expense, including reasonable attorneys’ fees, in connection with Customer Data, your or Authorized Users use of the Service or Third-Party Applications, personal injury or death arising while using the Service or Third-Party Applications, or violation of this agreement, Terms of Use or any law or regulation. You cannot settle any claim without 2SafeYOU’s advance written consent unless such a claim releases 2SafeYOU unconditionally. 2SafeYOU reserves the right to, at its expense, assume control of the claim.

8. TERM AND TERMINATION

8.1 Term.

Unless otherwise specified in the Order Form, this Agreement commences on the Order Form effective date and continues for an initial 12-month term, thereafter, automatically renewing for additional terms of 12-month (the initial term and any subsequent renewal term, the “Term”).

8.2 Termination.

Notwithstanding the foregoing or anything contained in an Order Form, the Subscription terminates upon the earliest of:

- (a) your, or an Authorized Distributor terminate the agreement by registered mail or email (with return receipt requested) at the address or email specified on the Order Form and such notice is deemed received on the date of receipt. The termination must be made no later than sixty (60) days before the end of a subscription period.
- (b) failure to pay any fee or charge due and owing by you to 2SafeYOU and failure to remedy such non-payment within thirty (30) days after receiving notice;
- (c) your, or an Authorized User's, non-compliance with this agreement or Terms of Use and failure to remedy such non-compliance within thirty (30) days after receiving notice;
- (d) at the other party's option, if a party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the party, or if any proceeding in bankruptcy, receivership or liquidation is commenced against the party and not dismissed within thirty (30) days following commencement;
- (e) immediately, upon your material breach of this agreement, as determined by 2SafeYOU in its sole discretion; or
- (f) 2SafeYOU ceasing to offer the Service, which may occur at any time without notice.

If a Subscription is terminated pursuant to above points (a), (b), (c), (d) or (e) you are not entitled to a refund of any kind. If a Subscription is terminated pursuant to above point (f), 2SafeYOU may, but is not obligated to, refund any prepaid Subscription Fee pro-rated to the date of termination. Upon termination, you shall pay any due and unpaid Subscription Fee.

8.3 Maintaining Customer Data.

You or Authorized Users consents to the following customer data being registered for you or the Authorized Users in the 2SafeYOU service:

- Registration of you or Authorized Users with their name, telephone number and e-mail.
- Collection of you or Authorized Users location either via GPS and / or via indoor positioning.
- A time-limited alarm history log.
- A time-limited location history.

This consent can only be revoked upon termination of this subscription agreement.

Upon termination pursuant to section 8.2(a) 2SafeYOU, all customer data will be deleted. Excluded from this are data in backup copies which are automatically deleted after 90 days.

Following termination pursuant to section 8.2(d) 2SafeYOU may, but is not obligated to, retain Customer Data to allow you to reactivate your Subscription for up to 90 days. Thereafter, and in all other cases of termination, 2SafeYOU may not maintain or provide any Customer Data to you and may, unless legally prohibited, delete all Customer Data.

If you or Authorized Users is situated inside the European Union (EU) your Customer Data is governed by GDPR rules.

9. GENERAL

9.1 Governing Law.

This agreement shall be governed by the laws of Denmark and the exclusive court of jurisdiction for any disputes arising out of the agreement shall be the Copenhagen Maritime and Commercial Court.

9.2 Notice.

Any notice required under the agreement must be given to the respective party by registered mail or email (with return receipt requested) at the address or email specified on the Order Form and such notice is deemed received on the date of receipt.

9.3 WAIVER OF JURY TRIAL.

YOU WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE.

9.4 Export Compliance, United Nations CISG Disclaimer.

You shall comply with the export laws and regulations of the applicable jurisdictions in which you provide, access or use the Service. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to this agreement.

9.5 Relationship of the Parties.

The parties are independent contractors, and this agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between them.

9.6 Severability, Waiver.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law with remaining provisions of this agreement in full force and effect. No failure or delay by a party in exercising any right, power or remedy under this Agreement constitutes a waiver thereof.

9.7 Assignment.

2SafeYOU may assign this agreement without your consent or notice to you. You cannot assign this agreement without 2SafeYOU's consent, which 2SafeYOU shall not unreasonably withhold.

9.8 Amendment.

No amendment to an Order Form is effective unless in writing and either signed or accepted electronically (including but not limited to emailed confirmation of acceptance) by both parties. 2SafeYOU may amend this agreement as set forth in section 1.

9.9 Entire Agreement.

This agreement, including the Order Form, Terms of Use and Privacy Policy, as amended on one or more occasions, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject

matter. No terms or conditions stated in any purchase order you provide, or other order documentation (excluding the Order Form, Terms of Use and Privacy Policy) are incorporated into or form any part of this agreement and are null and void.

9.10 Survival.

Sections 3.4, 5, 6, 7, 8.2, 8.3 and 9 survive termination of this agreement.