



Purchase Terms and Conditions

These Terms and Conditions (these “Terms”) apply to all products and accessories (collectively, “Product(s)”) and related services (“Service(s)”) that are purchased from TrueLook, Inc. (“TrueLook”, “we”, “us” or “our”) by any individual or organization (together with any of its representatives, designees or related users, “Customer”, “you” or “your”). The acceptance of delivery of any Products, the payment of any portion of the price of any Products or Services provided by TrueLook, and the access to and use of TrueLook’s website (located at <https://truelook.com>, the “Website”), mobile application (including all information available through the application, the “Application” and, together with the Website, the “Site”) or any other Service will constitute your express agreement to these Terms. These Terms will supersede any inconsistent or contradictory terms or conditions, express or implied, in any and all requests for quotes, purchase orders, acknowledgments, confirmations or other procurement documents exchanged between Customer and TrueLook (collectively, “Procurement Documents”).

TrueLook offers a wide range of products and services, and sometimes other or additional terms may apply. We reserve the right, in our sole discretion, to change these Terms from time to time, and at any time, without prior notice. By using the Products, the Services and the Site following any changes to these Terms, you agree to be bound by any such changes to these Terms.

Products and Services

1. **Shipment and Delivery of Products.** Unless otherwise agreed in writing between Customer and TrueLook, TrueLook will select the carrier, the mode of shipment, the packaging and the extent of any insurance against loss or damage to the Products during shipment, and Customer will be responsible for paying all transportation and insurance charges, including any customs fees or duties. Products will be shipped to the address listed on the applicable Procurement Document. Re-routing of shipments may incur additional charges. Title and risk of loss to Products will pass to Customer upon shipment from TrueLook, its warehouses or any contract manufacturer(s). TrueLook will prepare and pack Products for shipment in accordance with its customary practices and Product specifications.
2. **Damaged Shipment.** In the event that the equipment arrives damaged, the Customer must reject the shipment or report the issue to TrueLook within 24 hours of receiving the shipment. This report must include detailed pictures of the damaged goods, along with a description of the damage. Failure to report damages within the specified timeframe may affect any available

remedies or recourse. It is crucial to retain all original packaging material and damaged goods, as they may be required for inspection or processing of a damage claim.

3. **Installation.** Customer is responsible for installation of all Products. It is Customer's responsibility to install Products in accordance with all applicable laws, codes, rules, regulations, requirements and safety standards. Notwithstanding the foregoing, upon request by Customer, TrueLook may provide installation assistance, either itself or through a contractor, on mutually agreeable terms.
4. **Service Period.** Unless otherwise agreed in writing between Customer and TrueLook, Services will be provided on a month-to-month basis (after any prepaid service is used), beginning on the date that the applicable Product is connected to the Site, and continuing thereafter until Customer notifies TrueLook of cancellation. Rates for Services will be TrueLooks standard MSRP unless otherwise noted on the service agreement. No refunds will be provided if Customer elects to terminate prior to the end of a service period. Any service credits will be held for 12 months to be used on upcoming projects.. Service credits can only be utilized by the original purchaser and are non-transferable. If the customer does not utilize their service within 12 months of the purchase date, any service purchased will be forfeited back to TrueLook and no refunds will be provided. If service is not activated within 90 days from receipt of delivery TrueLook reserves the right to suspend any active cellular device until the equipment is deployed and the Customer may need to contact TrueLook to re-activate the cellular device. Customers may terminate Services by contacting its sales representative or calling 1-833-TRUELOOK.
5. **Service Coverage.** Coverage maps provide estimated wireless coverage areas outdoors; actual service area, coverage and quality may vary without notice, depending on a variety of factors such as network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service may vary. You agree that TrueLook will not be liable for problems relating to Service availability or quality.
6. **Payment.** All prices and payment will be in United States Dollars. TrueLook reserves the right to terminate performance of any Service for any Customer that has accounts that are past due. A 5% late fee may be applied to overdue accounts. All quotes are valid for 30 days. Customer will be responsible for paying any applicable taxes.
7. **Returns.** Products purchased, other than custom-built Products, may be returned to TrueLook within 30 days of purchase. Customer must return the complete, undamaged Product in its original packaging, together with all of its components and the original receipt. Failure by

Customer to return any Product within such 30-day period will constitute unqualified acceptance of such Product and a waiver of all such claims by Customer. Customer will be responsible for all transportation and insurance charges for return of any Products to TrueLook, whether for repair or deactivation, as well as any fees incurred for Services used prior to return. You agree to hold TrueLook harmless for all loss or damage in connection with the shipment and delivery of returned Products. Claims for loss or damage to returned Products in transit should be made with the applicable carrier.

8. Cancellation. Customer will be responsible for payment of a 15% restocking fee for order cancellation, as well as freight charges and restocking fees for cancellation of solar equipment orders.

Website and Application

1. Use of Site Content. The Site may be used only as intended in connection with your purchase of Products. Other than as expressly permitted in the next paragraph, you may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell or otherwise exploit the Site or any content, information, software including without limitation any software components of the Products related to the Site, products or services obtained from the Site without our prior written consent. The Site and any software components of the Products related to the Site are not being sold to you, but are made available to you on a limited, software-as-a-service basis.

Notwithstanding the foregoing, unless and until your Services have been terminated in accordance with these Terms, TrueLook grants you a limited, non-exclusive, non-sublicensable and nontransferable right to (a) display the Site; (b) subject to any expressly stated restrictions or limitations relating to specific material, electronically copy material on the Site; (c) download and install the Application onto your personal computer or smart phone or other mobile device that is compatible with the Application and is owned or otherwise controlled by you (each, a "Mobile Device"); (d) print hard copy portions of material from the Site; and (e) access, stream and use on any personal computer or Mobile Device any information made available in or otherwise accessible through the Site, in each case (i) strictly in accordance with these Terms and any other terms of use made available within the Site and (ii) solely for your own internal, noncommercial, lawful use. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States and other countries, as well as applicable state laws, and you may be subject to liability for such unauthorized use.

You may not (A) decompile, disassemble or reverse engineer the Site or any portion thereof; or (B) attempt to gain unauthorized access to the Site, any portion thereof or any other computer systems or social media or mobile platforms through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

The Site may contain hyperlinks to web pages of third parties. TrueLook will have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their respective contents as its own.

The Site may contain additional terms and conditions, all of which are incorporated by reference herein. Please review our other policies posted on the Site.

1. **Site Access.** You acknowledge that when you download, install or use the Site, TrueLook may use automatic means (including, for example, cookies, web beacons or other identifiers) to collect information about your personal computer or Mobile Device and about your use of the Site. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Site or certain of its features or functionality, and the Site may provide you with opportunities to share information about yourself with others. If you create a login on the Site, you are responsible for maintaining the confidentiality of your login identification and password information, and for restricting access to your personal computer or Mobile Device. You agree to accept responsibility for all activities that occur under your login and password.
2. **Intellectual Property.** The Products, the Services and the Site and the information therein contain copyrighted materials, trademarks and proprietary data, research and other information belonging to TrueLook or used with permission of licensors of TrueLook. We and any licensors own all right, title and interest in and to the Site, and all content and materials on the Site, including without limitation all text, photos, videos, graphics, art, user input, interfaces, features, functions, button icons, data compilations, software, code and materials thereon, design and organization thereof, trademarks and logos, audio, sound recordings and video recordings; provided that, notwithstanding the foregoing, you will own all right, title and interest in all photos, data, video recordings and other content associated with your Products so long as your Services have not been terminated as a result of nonpayment under the applicable Procurement Document pursuant to these Terms.

Privacy and Confidentiality

Customer agrees to treat these Terms and any non-public information provided by TrueLook as confidential, and will not use or disclose such information to any third party, except to the extent required by law. Any other public disclosure or announcement by Customer in connection with these Terms is not permitted unless mutually agreed by the parties in writing prior to such public disclosure or announcement.

You grant TrueLook with a non-exclusive, transferable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, promote and display any content from your Products. Notwithstanding the foregoing, without your prior written approval, TrueLook may not sell, share or rent to third parties any of your personal, non-Product data, such as mobile photo uploads, imported files, usernames, email addresses or other contact information; however, TrueLook and/or its vendors may use any anonymized and aggregated data that is derived from the processing of your data or the access or use of the Services by you or on your behalf, that in no way identifies or refers to you specifically, and any statistical or other analysis, information, or data based on or derived from the foregoing. TrueLook will be entitled to refer to Customer as a customer of TrueLook in its sales and marketing materials.

TrueLook may provide Customer with marketing content, at TrueLook's expense, for Customer's use within its reasonable discretion. Customer will not (a) promote or market any Product in any manner that is not consistent with the Product's intended use or any other express written instructions provided by TrueLook; or (b) create, alter or use any marketing material for, or related to, the Product without TrueLook's prior written approval.

TrueLook may use images, video, and other media content collected through our platform for the development, training, and enhancement of artificial intelligence (AI) and machine learning (ML) models as part of our products and services. Before any content or data is used for AI/ML purposes, it will be anonymized and aggregated to ensure that no personally identifiable information (PII) is included. The use of data will comply with applicable data protection laws, and personal data will be excluded from processing, handled according to our privacy policy and data protection agreements. Due to the nature of AI and ML, information generated by these features may occasionally be incorrect or inaccurate. AI/ML features are not human and should not replace human oversight. Content and usage data may also be used to enhance and improve our products and services, but only in compliance with the terms stated herein.

Limited Product Warranty

TrueLook warrants to Customer that the Products described in the applicable Procurement Document are free from defects in materials or workmanship under normal use by Customer for the lifetime of such Product (this “Limited Product Warranty”). Under this Limited Product Warranty, TrueLook will repair or replace, at its discretion, any manufacturer’s defect in materials or workmanship (subject to the limitations and exclusions set forth below), on Products purchased by Customer from TrueLook. This Limited Product Warranty is non-transferable.

THIS LIMITED PRODUCT WARRANTY WILL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, SYSTEM INTEGRATION, INFORMATIONAL CONTENT OR DATA ACCURACY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY TRUELOOK. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED PRODUCT WARRANTY IS THE CUSTOMER’S SOLE REMEDY. TRUELOOK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND EXPENSES, INCLUDING DAMAGES OR INJURY TO PERSON OR PROPERTY, IN CONNECTION WITH ANY BREACH OF THIS LIMITED PRODUCT WARRANTY. SOME STATES AND JURISDICTIONS MAY NOT ALLOW THESE LIMITATIONS ON WARRANTIES. THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

This Limited Product Warranty does not extend to any Products that have been damaged or rendered defective: (a) through normal wear and tear; (b) as a result of failure to follow Product instructions for use; (c) as a result of accident, neglect, misuse or abuse; (d) by the use of parts not manufactured, sold or otherwise authorized by TrueLook for use in or with the Products; (e) by modification of the Products by any party other than TrueLook; (f) as a result of service or repair by anyone other than TrueLook authorized repair personnel; (g) Malfunctions due to mains power supplies, power spikes, corruption or interruption or fluctuation or radio interference, nor the replacement of equipment damaged by such; or (g) if Customer uses a Product outside its intended purpose or outside the United States. Further, this Limited Product Warranty does not extend to damage, including corrosion or Product failure, due to causes beyond TrueLook’s control, including without limitation theft, fire, flood, wind, lightning, storm, natural disaster, electrical or power outages and surges, and acts of third parties.

The Products and Services are subject to sporadic interruptions and failures for a variety of reasons and TrueLook does not offer any specific uptime guarantee for the Services. You acknowledge and agree that the Products and Services are subject to unavailability, compromise or failure for reasons outside the control of TrueLook, including, for example but not limited due to: (a) your misuse of the Product or violation of the Agreement; (b) the ability of an intruder to gain access to your property

through a protected or unprotected opening; (c) an intruder's technical sophistication enabling the intruder to bypass individual sensors or the entire system; (d) signals sent by the Product may be blocked or reflected before being received; (e) a motion sensor's ability to detect an intrusion is limited to the designed ranges and unobstructed areas, and can be interfered with by other infrared signals; (f) deactivation of a Product sensor(s) to arm the TrueLook cam and other Product systems; (g) the Product's need for continued AC power; and (h) the malfunction of routers, limited or interrupted services by wireless phone carriers, internet service providers and other related service providers, internet connection dropout, limited speed of high-speed internet, and limited service from messaging services or other types of push notification provided by smartphone maker(s) or providers. You acknowledge these limitations and agree that TrueLook is not responsible for any damages allegedly caused by the failure or delay of the Services or Products.

You acknowledge that (a) the detection of moving objects in the monitored area is not guaranteed, (b) weather conditions such as heavy rain or snow may affect detection accuracy, (c) being too close or too far from any given scene can affect accuracy, (d) video analytics do not cope well with high noise levels, low contrast or blurred objects, and cannot detect anything not visible in the image (if for example the whole scene is too dark) and therefore artificial lighting is always advisable for use of video analytics at night, (e) fast moving objects close to the camera may not be detected and slow moving objects far from the camera may not be detected, (f) the quality of video content analysis depends heavily on environmental conditions such as: visibility conditions like day, night, fog or occluding objects; cameras on poles shaking due to wind; vegetation moving in the wind; reflections and shadows or there are too many objects are in the field of view to be tracked in real time by the video analytics.

Use of Products

Customer will use the Products in compliance with their intended use and/or any other written instructions provided by TrueLook. Customer acknowledges that the Products are authorized for sale and use only within the United States and select countries outside the United States.

Each party will comply with all applicable laws and regulations related to such party's activities under these Terms. TrueLook and Customer acknowledge and agree that the Products and Services are designed to be used for general video recording of job site activities, and not for the purpose of gathering any biometric information, and Customer expressly acknowledges and agrees that it will not use the Products or Services to gather any biometric identification information of persons on its premises. Noncompliance with this Section will void the Limited Product Warranty.

Security Recordings

The security recording feature of TrueLook software is intended for capturing and storing footage locally on an SD card, allowing users to retrieve recordings as needed for specific incidents and legitimate purposes related to security, theft, burglary, trespassing, insurance disputes, accidents, training, and more. To ensure responsible use of the service, we encourage users to exercise judgment and avoid excessive and unnecessary fetching of every recording. TrueLook Construction Cameras reserves the right to implement measures to limit, throttle, or restrict access to the video fetching feature in cases of excessive abuse or violation of this policy.

By utilizing the TrueLook Construction Cameras service, users acknowledge and agree to comply with this acceptable use policy. Failure to adhere to these guidelines may result in restrictions or termination of access to the service. TrueLook Construction Cameras reserves the right to modify this policy as necessary to maintain the optimal functioning and sustainability of the service.

Live Streaming Video

The live video feature provided by TrueLook Construction Cameras is designed to offer users the ability to access real-time video footage on demand for legitimate purposes such as monitoring construction sites, overseeing projects, or ensuring security. Users are required to actively engage with the live video stream and refrain from attempting to constantly stream or display video through unauthorized means or third-party tools. Any such misuse of the live video functionality is strictly prohibited.

To maintain the integrity and optimal performance of the service, TrueLook Construction Cameras maintains that live video is intended to be accessed when necessary and actively monitored by authorized users. It should not be used for constant or uninterrupted streaming. Users are explicitly prohibited from employing media streamers, digital signage, specialized media center software, or any other mechanisms to continuously stream, display, or show live video without prior authorization. If there is a legitimate need for using such mechanisms or having a continuous live video stream, users must seek preauthorization from TrueLook Construction Cameras and may be subject to separate agreements, fees, or limitations.

Indemnification

Customer will hold harmless, indemnify and, at TrueLook's request, defend TrueLook, its officers, directors, employees and agents from and against any and all damages, liabilities and expenses (including attorneys' fees and court costs) arising in connection with any claim brought against TrueLook by a third party or imposed by a court or governmental agency and related to these Terms or

any Procurement Document, including without limitation any claims alleging bodily injury, damage to real or tangible personal property, or damage, cost or loss related to a security breach or incident, in each case to the extent caused by Customer's (a) misuse or negligent use of the Products, including without limitation any Product modification or any Product use in violation of TrueLook's recommendations or instructions or in violation of the Product's intended use; or (b) promotion or marketing of the Products in violation of these Terms or any Procurement Document.

Limitation of Liability

CUSTOMER ACKNOWLEDGES AND AGREES THAT TRUELOOK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES ARISING IN CONNECTION WITH THESE TERMS OR ANY PROCUREMENT DOCUMENT, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM, AND REGARDLESS OF WHETHER TRUELOOK IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

WITH RESPECT TO ANY MONITORING SERVICES ("Monitoring Service") OFFERED BY TRUELOOK OR ITS VENDORS: to the maximum extent permitted by law, TrueLook shall not be liable whether in contract, tort or otherwise, for any loss, damage or expense of any kind whatsoever, consequential or otherwise, arising out of or in connection with the operation, non-operation or faulty operation of the Monitoring Service, the communication path or the monitoring station howsoever caused, or arising by reason of any failure of TrueLook to respond to any conditions arising at the monitored property requiring action by TrueLook or its vendors ("Alarm Conditions"), or from any other cause, whether or not such act, omission or neglect on the part of TrueLook, its vendors, employees or agents, amounts to a fundamental breach of this Agreement. TrueLook and its vendors shall have no liability arising out of or in connection with any incidents involving the failure of the Monitoring Service to respond to an Alarm Condition when such failure is caused by the operation or faulty operation of the Monitoring Service whether or not on the part of the Customer, its employees or agents and/or the installer, its employees or agents. TrueLook and its vendors shall have no liability arising out of any incidents involving a failure, delay or refusal to respond to an Alarm Condition on the part of any law enforcement, emergency services, first responders, or other persons or any other party. TrueLook and its vendors shall have no liability for any loss, damage or expense arising out of the failure on the part of the Customer to make satisfactory arrangements for the provision of an alternative monitoring service in the event of termination of the Agreement for any reason whatsoever.

Monitoring Services MAY require an alarm permit from your local municipality to provide a police response. Information provided by TrueLook Inc regarding the requirements for obtaining an alarm permit may not always be up-to-date or accurate due to changes in websites, local ordinances, or

regulations. We highly recommend that our customers confirm the current regulations and procedures for obtaining an alarm permit with their local municipalities or law enforcement offices as many departments require a physical form. TrueLook Inc. cannot be held responsible for any inaccuracies or omissions in the information we provide regarding alarm permits. It is the responsibility of the Customer to ensure they have the necessary permits and comply with local regulations. Many municipalities will not dispatch police if a permit is not on file. If this occurs, we recommend confirming the site intrusion via Live Feed and contact your local police directly to dispatch as a 911 call. Monitoring Services are intended for use on closed and non-publicly accessible work sites. TrueLook Inc. does not guarantee the capture of all events which can vary based on the site conditions, lighting, layout, and other factors. Monitoring Services are primarily designed to be a detection aide alongside other security measures such as adequate lighting, fencing, locks, motion sensors, etc, that the customer is responsible for maintaining. Customers are responsible for paying any fines as a result of false alarms.

TRUELOOK'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THESE TERMS OR ANY PROCUREMENT DOCUMENT, OR OTHERWISE RELATED HERETO OR THERETO, INCLUDING, WITHOUT LIMITATION, LOSSES TO PERSONS (INCLUDING PERSONAL INJURY OR DEATH) AND PROPERTY, WILL NOT EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM.

THE FOREGOING LIMITATION OF LIABILITY AND REMEDY LIMITATION REPRESENTS THE AGREED ALLOCATION OF RISK BETWEEN THE PARTIES COMMENSURATE WITH THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES, AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, WHICH TRUELOOK WOULD NOT HAVE ENTERED ABSENT THE FOREGOING LIMITATION OF LIABILITY AND REMEDY LIMITATION.

Miscellaneous

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship is intended or created by these Terms. These Terms are governed by the laws of the State of North Carolina, United States, without regard to its conflict-of-law provisions, and each party will submit to the personal and exclusive jurisdiction of the courts of Forsyth County, North Carolina. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the other provisions of the Terms will remain in full force and effect. No change or modification of any of the provisions of these Terms or any Procurement Document will be effective unless it is in writing and signed by a duly authorized representative of each party. Customer will not,

without the written consent of TrueLook, assign or transfer these Terms or any Procurement Document or any rights or obligations hereunder or thereunder. TrueLook may assign or transfer these Terms or any Procurement Document, including to an entity which acquires majority ownership of TrueLook's business by merger, sale of assets, or otherwise. Any attempted assignment in violation of the foregoing will be null and void.

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