

END USER LICENSE AGREEMENT

Effective Date: December 9, 2025

Licensor: AeroPath Consulting LLC, a limited liability company organized under the laws of the Georgia, United States (“Licensor”).

Licensee: The individual end user who downloads, installs, or uses the Smart Home Geo-Fencing mobile application (“Licensee”).

1. DEFINITIONS

1.1 “**Application**” means the Smart-Home Geo-Fencing mobile software provided by Licensor.

1.2 “**License**” means the limited, non-exclusive, non-transferable right to use the Application granted under this Agreement.

1.3 “**Subscription**” means the annual paid subscription required to access and use the Application.

2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement, Licensor hereby grants Licensee a limited, non-exclusive, non-transferable, revocable License to install and use the Application solely for **personal use**.

2.2 The License is conditioned upon Licensee’s compliance with this Agreement and maintenance of an active Subscription.

2.3 Commercial or enterprise use of the Application is expressly prohibited.

3. SUBSCRIPTION TERMS

3.1 Licensee must maintain an active annual Subscription to use the Application.

3.2 Failure to maintain an active Subscription shall automatically terminate the License.

4. RESTRICTIONS

Licensee shall not:

4.1 Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Application.

- 4.2 Modify, adapt, or create derivative works of the Application.
 - 4.3 Use the Application with unsafe devices or systems, including but not limited to security systems, fireplaces, or other equipment where failure could result in harm. Such use is at Licensee's sole risk and responsibility.
 - 4.4 Transfer, sublicense, rent, lease, or otherwise distribute the Application to any third party.
-

5. DATA AND PRIVACY

- 5.1 The Application does not process or transmit personal data or personally identifiable information ("PII") outside the Licensee's device.
 - 5.2 All data generated through use of the Application is stored and encrypted locally on Licensee's device.
 - 5.3 Compliance with applicable data protection laws, including GDPR and CCPA, is achieved by the absence of data processing or transmittal outside the Licensee's personal device by Licensor.
 - 5.4 Integrations are limited to webhooks explicitly provided by Licensee.
-

6. INTELLECTUAL PROPERTY

- 6.1 The Application and all intellectual property rights therein are and shall remain the exclusive property of Licensor.
 - 6.2 This Agreement does not convey any ownership rights to Licensee.
-

7. DISCLAIMER OF WARRANTIES

- 7.1 The Application is provided "AS IS" and "AS AVAILABLE" without warranty of any kind, express or implied.
 - 7.2 Licensor makes best efforts to ensure stability and consistent operation but does not warrant that the Application will be error-free, uninterrupted, or free of defects.
 - 7.3 Licensee acknowledges that imperfections or errors may occur.
-

8. LIMITATION OF LIABILITY

- 8.1 To the maximum extent permitted by law, Licensor shall have **no liability for damages** of any kind, including but not limited to direct, indirect, incidental, consequential, or punitive damages, arising out of or related to Licensee's use of the Application.
- 8.2 Use of the Application with unsafe devices or systems is entirely at Licensee's sole risk.

9. TERMINATION

9.1 Licensor reserves the right to terminate this Agreement and revoke the License at any time, with or without cause.

9.2 Upon termination, Licensee shall immediately cease all use of the Application and uninstall it from all devices.

10. GOVERNING LAW AND JURISDICTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of the United States of America.

10.2 Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the United States.

11. FEEDBACK

11.1 Licensee may provide feedback, suggestions, or comments regarding the Application.

11.2 Licensor may use such feedback without obligation or compensation to Licensee.

12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the Application and supersedes all prior or contemporaneous understandings.

12.2 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.