

End User License Agreement

WARNING: DO NOT USE ANY NOKĒ® SMART ENTRY MOBILE APPLICATION WHILE DRIVING OR OPERATING A VEHICLE.

PLEASE READ THIS END USER LICENCE AGREEMENT (“EULA”) CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, OBLIGATIONS, AND LIMITATIONS, INCLUDING DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, AND A DISPUTE RESOLUTION CLAUSE.

BY CLICKING “ACCEPT,” ACCESSING THE APPLICATION, OR USING THE NOKĒ® SMART ENTRY SOFTWARE (THE “SOFTWARE”), YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “ACCEPT,” DO NOT USE THE SOFTWARE, AND IMMEDIATELY EXIT THE APPLICATION OR WEBSITE.

Janus International Group, LLC, together with its subsidiaries and affiliates (collectively, “JANUS,” “we,” “our,” or “us”) provides a smartphone application known as Nokē® Smart Entry, secured by Nokē (“Nokē® Smart Entry” or the “Software”), which allows authorized users (“you,” “your,” or “user”), including tenants and certain authorized facility owners, operators, or staff (“Facility Operators”), to securely communicate with and control designated services and devices, allowing remote access to your designated storage unit(s) (“Your Unit”) located at the storage facility (the “Facility”) where Your Unit is located or as otherwise identified by the Facility.

This EULA is a binding legal agreement between you and JANUS. By using the Software, you agree to comply with all terms and conditions set forth herein, including any documents referenced or linked within this EULA.

If you are located in Canada, you acknowledge and agree that JANUS and/or the Facility may collect, store, access, and otherwise process your personal information in Canada or in other jurisdictions. Personal information processed outside of Canada may be subject to the laws of those countries and the access requests of governmental authorities. By accepting this EULA, you consent to the collection, use, and transfer of your personal information outside of Canada in accordance with this EULA and the JANUS Privacy Policy.

1.1 Representations of Electronic Consent.

A. Age and legal capacity. You represent and warrant that you are at least 18 years of age, that you have the legal capacity to enter into this EULA, and that you are authorized to agree to and be bound by its terms.

B. Electronic Signature and Consent. By clicking “Accept,” accessing the Software, or otherwise indicating your agreement, you consent to the use of electronic signatures, electronic communications, and electronic records in connection with this EULA and your use of the Software. This includes your agreement to receive notices, disclosures, terms, updates, and other communications from JANUS electronically, in lieu of paper documents, to the extent permitted by applicable law.

C. Record of Acceptance. You acknowledge that JANUS may retain and store a record of your acceptance of this EULA as valid proof of your agreement. You further agree that such acceptance has the same legal effect as a handwritten signature.

1.2 No Use by Minors. JANUS does not knowingly permit individuals under the age of 18 to access or use the Software. By accepting this EULA, you confirm that you are not under 18 years of age. If JANUS

becomes aware that a user under the age of 18 has provided personal information through the Software, JANUS will take commercially reasonable steps to delete such information and deactivate access in compliance with applicable laws.

2.1 License.

A. License Grant. Subject to your compliance with this EULA, JANUS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license (the “License”) to install and use the Software solely in connection with your authorized rental of, and permitted access to, Your Unit at the Facility. Except for authorized Facility Operators, this License does not permit you to access or use the Software in connection with any unit at any facility other than Your Unit at the Facility, unless expressly authorized in writing by JANUS or the Facility.

B. Facility Operator Use. In addition to use by tenants for accessing their designated storage units, the Software may also be used by Facility Operators for operational, maintenance, or emergency purposes. Facility Operators may be granted broader access permissions within the Software, including access to multiple units and administrative views, as necessary for the proper functioning, oversight, and safety of the Facility. All such use remains subject to this EULA and any applicable Facility policies. Facility Operators must use the Software solely in accordance with applicable laws, Facility agreements, and this EULA, and shall not access or use the Software beyond the scope of their authorized responsibilities. Facility Operator privileges do not confer any ownership interest or separate license in or to the Software.

C. Ownership of Software. You acknowledge and agree that JANUS (and, where applicable, its licensors) retains all rights, title, interest, and ownership in and to the Software, including all enhancements, modifications, and derivative works, and all related intellectual property, including trademarks, copyrights, patents, and trade secrets.

D. Reservation of Rights. All rights not expressly granted to you in this EULA are reserved by JANUS and its licensors. No rights are granted by implication, estoppel, or otherwise.

E. Software License. The Software is licensed, not sold. This EULA does not constitute a sale of the Software or any intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA and is expressly disclaimed.

2.2 License Fees.

A. Charging Fees. JANUS does not currently charge any license fees for your use of the Software. However, the Facility may now, or in the future, charge you license fees for the Software (“License Fees”), including License Fees for access to the Software, continued use of certain features, or for related services.

B. Facility-Imposed Fees and Disclaimer. Any such License Fees will be established by the Facility, and any payment terms will be between you and the Facility. JANUS is not a party to those arrangements and disclaims all responsibility in relation to such fees.

C. Reservation of Rights. You are solely responsible for all applicable taxes, fees, or levies imposed on any License Fees or on your use of the Software, including any sales, use, value-added, or similar taxes.

D. License Nature and Governing Law. If you fail to pay any applicable License Fees or fail or violate any related terms set by the Facility or this EULA, JANUS and/or the Facility may suspend or terminate your License and deactivate your access to the Software without any notice or opportunity to cure.

2.3 Use of the Software; Disclaimers.

The Software is designed to allow users to wirelessly access Facility-controlled features, including but not limited to gates, man-doors, elevators, and storage units. You acknowledge and agree to the following terms regarding use of the Software:

A. User Responsibilities. You are solely responsible for installing and maintaining the Software on your device. JANUS disclaims all responsibility and liability for any failure of the Software to operate, or for interference with other applications or devices.

B. Internet Connectivity. You are solely responsible for obtaining and maintaining internet access at your own cost. JANUS disclaims all responsibility and liability for internet connectivity issues, including those that affect Software functionality.

C. Software Updates. The Software may automatically download and install Software updates without separate notice. You consent to the receipt and application of such updates as a condition of continued use.

D. Modifications and Discontinuation. JANUS reserves the right to modify or discontinue the Software, in whole or in part, at any time without notice or liability. Changes may be posted on JANUS's Website. Your continued use of the Software after any such changes will constitute your acceptance of, and agreement to, those changes.

E. Acknowledgement and Risks. You understand and acknowledge that use of internet-connected software entails inherent risks, including potential exposure to malicious code or unauthorized access. JANUS disclaims all responsibility and liability for damages arising from third-party misconduct, network outages, or other failures beyond its reasonable control.

3.1 Third Party Services and Devices.

You acknowledge and agree that:

A. Authorized Communications. Any communication between the Software, and a third-party device or software system that you use shall be deemed a communication authorized by you. You agree that JANUS may provide information to third party providers regarding your access to and use of the Software, including, without limitation, the date and time of access, Your Unit, and the Facility.

B. Monitoring. You agree that JANUS may monitor all interactions in connection with your access to and/or use of the Software. JANUS may monitor all interactions related to your access to and use of the Software, including integrations with third-party systems, in accordance with applicable law and JANUS's Privacy Policy.

C. Third-Party Terms. Your use of any third-party device or service in connection with the Software is subject to both this EULA and the applicable terms and conditions of the third-party provider. You are solely responsible for reviewing and complying with those terms.

D. Disclaimer and Responsibility. The Software may be used with products or services that JANUS does not develop, supply, or control. JANUS disclaims all responsibility and liability for:

- (i) such third-party products and services;
- (ii) any integration or interoperability issues between the Software and third-party products or services; and
- (iii) any loss, damage, injury, or disruption caused by or attributable to third-party products or services, whether directly or indirectly.

JANUS does not control or assume responsibility for the availability, performance, updates, data practices, or security obligations of any third-party device, platform, or service, and makes no representations or warranties regarding their functionality or compliance with applicable laws.

4.1 Limited Warranty; Disclaimer.

A. Limited Warranty. During the period in which your License under this EULA remains valid, JANUS's sole and exclusive warranty provided by JANUS with respect to the Software (the "Limited Warranty") is to use commercially reasonable efforts to correct or provide a workaround for any material defect in the Software, as determined solely by JANUS, based on JANUS's then-current published specifications, subject to this EULA. The Limited Warranty applies only if you have accepted and remain bound by this EULA. It is provided solely for your benefit and may not be assigned or enforced by any other third party.

The Limited Warranty does not apply to, and JANUS shall have no liability or obligation with respect to defects, failures, or damages resulting from, but not limited to, any of the following:

- (i) accident, neglect, abuse, careless or incorrect handling, or misuse or improper operation not approved by JANUS;
- (ii) use with non-JANUS hardware, software, networks, or services;
- (iii) operation in an environment or manner inconsistent with JANUS documentation;
- (iv) installation, modification, alteration, or repair by anyone other than JANUS or its authorized representatives, or
- (v) any unauthorized access, break-in, or damage at the Facility and/or Your Unit not directly caused by a JANUS failure of JANUS's products or services.

B. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE AND ANY RELATED MATERIALS PROVIDED BY JANUS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS.

JANUS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO

- (i) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
- (ii) ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE;
- (iii) WARRANTIES THAT THE SOFTWARE OR MATERIALS WILL OPERATE WITHOUT INTERRUPTION OR ERROR;
- (iv) WARRANTIES OF ACCURACY, RELIABILITY, OR COMPATIBILITY;
- (v) AND WARRANTIES OF INTEGRATION, INTEROPERABILITY, OR QUIET ENJOYMENT.

C. Additional Warranty Limitations. JANUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT:

- (i) THE SOFTWARE, OR ANY WEB INTERFACE, MOBILE APPLICATION, DEVICE CODE, OR OTHER SOFTWARE, DEVICE, OR OTHER COMPONENT, WILL BE

UNINTERRUPTED, ERROR-FREE, OR COMPATIBLE WITH YOUR HARDWARE, NETWORK, OR SYSTEMS;

- (ii) ANY DEFECTS CAN OR WILL BE CORRECTED; OR
- (iii) THE SOFTWARE OR SERVICE WILL BE AVAILABLE, USABLE, SECURE, OR FREE FROM HARMFUL COMPONENTS.

YOU ASSUME ALL RISKS AS TO THE PERFORMANCE, ACCURACY, SUITABILITY, AND RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE AND ANY RELATED MATERIALS.

JANUS EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS REGARDING THE COMPATIBILITY, INTERFACE, OR INTEROPERABILITY OF THE SOFTWARE WITH ANY THIRD-PARTY DEVICE, PLATFORM, OR SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES. IN SUCH CASES, AND TO THE EXTENT REQUIRED BY LAW, ANY IMPLIED WARRANTIES THAT CANNOT BE EXCLUDED SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW AND IN NO EVENT EXCEED THE DURATION OF YOUR LICENSE. ACCORDINGLY, THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

4.2 Restrictions on Use. You are not permitted to, and shall not, use the Software, with any equipment, systems, or devices for which it was not designed or intended.

A. Without limiting the foregoing, you agree that you will not, and will not permit or enable any other person or entity to:

- (i) Use the Software or any portion thereof, or any related materials or items provided by JANUS (collectively, the “Materials”) to design, develop, market, or sell any similar, derivative, or substitute product or service;
- (ii) Copy reproduce, decompile, disassemble, reverse engineer, translate, adapt, or otherwise attempt to discover the source code or underlying structure, ideas, or algorithms of the Software or Materials;
- (iii) Sell, rent, lease, license, sublicense, assign, distribute, publish, transfer, or otherwise make the Software or Materials available to any third party
- (iv) Remove, export, re-export, or transfer the Software or Materials in violation of any applicable export control laws, sanctions, or regulations;
- (v) Use the Software for any commercial or for-hire purpose, unless expressly authorized in writing by JANUS.

B. You further agree that you shall:

- (i) Use the Software solely for your own personal, lawful, authorized purposes in connection with your permitted access to Your Unit at the Facility;
- (ii) Not use the Software in any manner that violates applicable laws, regulations or court orders, or for any fraudulent, unlawful, threatening, abusive, defamatory, or otherwise objectionable purpose;
- (iii) Not use the Software in any manner other than as intended by JANUS and expressly permitted JANUS’s published documentation, specification, and instructions;
- (iv) Strictly comply at all times with this EULA and any applicable rules, terms, or policies imposed by JANUS and/or the Facility from time to time.

5.1 Operation and Security.

A. Operational Information. You are responsible for regularly reviewing the instructions, FAQ and user information available at <https://www.janusintl.com/knowledge/nok%C4%93-smart-entry-training-manual>.

B. Initial Access and Password Setup. Upon registering for the Software, you will receive a verification code that you will use to access the Software for the first time. You will then be required to create a unique user ID (“ID”) and password (“Password”) for future access to the Software. You are solely responsible for creating and maintaining a strong Password (e.g., 12 or more characters including uppercase and lowercase letters, numbers, and special characters (e.g., !@#\$%),).

C. Password Management. If you forget or lose your Password, you may request JANUS to issue a temporary, system-generated replacement password (“Replacement Password”). Upon receiving the Replacement Password, you must immediately access the Software to reset your Password to a new Password created by you. You are encouraged to change your Password regularly. Repeated failed login attempts may result in deactivation of your Password, in which event you will need to request JANUS to issue you a Replacement Password.

D. Responsibility for Access. You are solely responsible for safeguarding your ID and Password and for any access or activity conducted through your account, whether authorized by you or not. If you permit others to use your ID or Password, you agree to ensure that they comply with this EULA, and you will be liable for their actions. JANUS may treat any individual using your ID, Password, and Replacement Password as you.

E. Security Breach Obligation. If you suspect or become aware of any unauthorized use of your ID, Password, Replacement Password, or account, you must notify JANUS immediately. You agree to cooperate fully in any investigation or enforcement action related to such unauthorized use, including providing relevant documentation or testimony if reasonably requested.

5.2 Security Settings, Updates, and Account Credentials.

A. User Responsibility. You acknowledge and agree that the Software includes configurable security settings. The Software’s default configuration, and JANUS’s recommendation, enables the default security settings supported by the Software. You may elect to modify these settings at your discretion. However, JANUS shall have no responsibility or liability for any unauthorized access, use, loss, or disclosure of any data accessed or processed through the Software arising from or related to your selection of non-default security settings.

B. Credential Use and Access Attribution. You acknowledge and agree that JANUS may, in its sole discretion, treat any individual who presents your ID, Password, Replacement Password, or any other access credentials that JANUS and/or the Facility deems sufficient for account access authentication as you or as an authorized user acting on your behalf. You are solely responsible for maintaining the confidentiality and security of your credentials and for any activity conducted through your account, whether or not such activity is authorized by you.

C. Software Updates and Security Patches. You acknowledge and agree that JANUS may, from time to time, identify vulnerabilities, bugs, or other issues in the Software and may release updates, patches, or fixes to address them. You agree to promptly install and implement any such updates, patches, or fixes as soon as they are made available. JANUS shall have no responsibility or liability for any issues, including security vulnerabilities or operational failures, arising from your failure to timely install and implement such updates.

D. Unauthorized Security Testing. You acknowledge and agree that you shall not, without JANUS/s prior written authorization, engage in any security testing or analysis of the Software, including but not limited to reverse engineering, penetration testing, vulnerability scanning, source code analysis, or any similar activity intended to identify, exploit, or assess potential weaknesses, flaws, or security configurations in the Software or any connected system. Any unauthorized attempt to probe, scan, or test the Software's security mechanisms is strictly prohibited and may result in immediate termination of your License, legal action, or both.

6.1 Mobile Application License.

A. Scope of License. Subject to your continued compliance with this EULA, JANUS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable License to install and use the mobile version of the Software solely on a mobile device that you own or control.

B. Device Restrictions and Use Limitations. This License does not permit you to install or use the Software on any mobile device that you do not own or control. You may not distribute or make the Software available over a network where it could be accessed or used by multiple devices at the same time.

C. Prohibited Activities. Except as expressly permitted under applicable law or as set forth in this EULA, you may not do the following:

- (i) Copy, modify, adapt, translate, or create derivative works of the Software;
- (ii) Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software; or
- (iii) Rent, lease, lend, sell, sublicense, assign, or otherwise transfer the Software or any portion thereof.

Any attempt to engage in the above activities is in violation of JANUS's and its licensors' rights and may result in termination of your License and legal action, including liability for damages.

D. Upgrades, Device Compatibility, and Carrier Charges.

- (i) Upgrades, Updates, and Supplements. This EULA will govern any upgrades, updates, or supplements provided by JANUS that replace and/or enhance the Software, unless such updates, upgrades, or supplements are accompanied by a separate license designated by JANUS, in which case the terms of that separate license will govern.
- (ii) Compatibility. JANUS does not guarantee that the Software will be compatible with all smartphones, operating systems, or other mobile devices. Availability, functionality, and performance may vary depending on your device type, operating system version, and hardware specifications.
- (iii) Modification, Suspension, and Discontinuation. The features, content, and services available through the Software may be modified, suspended, or discontinued by JANUS at any time, in whole or in part, without notice and without liability.
- (iv) In order to use the Software, you must obtain an appropriate mobile data plan from your wireless carrier. You are solely responsible for all data charges, overage fees, roaming costs, or other charges imposed by your carrier or the Facility. JANUS is neither responsible nor liable for any such charges or for any enforcement actions taken by your carrier related to your use of the Software or otherwise..

6.2. Additional Provisions for Mobile Applications.

A. Nokē Core and Object Code. The Software includes proprietary foundational components developed or licensed by Nokē, Inc. (“Nokē”), a corporate affiliate of JANUS, and integrated into the Software (the “Nokē Core”). The Nokē Core is delivered in machine-readable, compiled format that is not intended for user modification, inspection, or analysis (the “Object Code”).

B. Sole Responsibility. You acknowledge and agree that this EULA is solely between you and JANUS, and not with Nokē. JANUS, not Nokē, is solely responsible for the Software, including the Nokē Core and Object Code.

C. No Support Obligations from Nokē. You acknowledge that Nokē has no obligation whatsoever to furnish maintenance, support, or updates with respect to the Software, including the Nokē Core and Object Code. You agree that any such obligations, if applicable, are the sole responsibility of JANUS.

D. Warranty Disclaimer by Nokē. To the maximum extent permitted by applicable law, Nokē disclaims all warranties and obligations of any kind whatsoever with respect to the Software, including the Nokē Core and Object Code. Any claims, losses, liabilities, damages, or costs resulting from the failure of the Software to conform to any warranty, express or implied, are the sole responsibility of JANUS and are subject to the disclaimers, limitations, and exclusions set forth in this EULA.

E. Intellectual Property Infringement Claims. You acknowledge and agree that, in the event of any third-party claim alleging that the Software, including the Nokē Core or Object Code, infringes intellectual property rights, JANUS, not Nokē, will be solely responsible for the investigation, defense, settlement and discharge of any such claims.

F. Claims and Disputes. JANUS, not Nokē, is solely responsible for handling any claims or disputes related to the Software, including the Nokē Core and Object Code, including but not limited to:

- (i) product liability claims;
- (ii) allegations of non-compliance with applicable legal or regulatory requirements; and
- (iii) claims arising under consumer protection, privacy, or similar legislation, in each instance, subject to the qualifications, disclaimers and limitations set forth in this EULA.

Subject to JANUS’s sole discretion, the exclusive remedy for any such claim of infringement shall be replacement.

G. Nokē Intellectual Property and Enforcement Rights. You acknowledge and agree that Nokē holds proprietary rights to the Nokē Core and Object Code. To the extent any portion of the Nokē Core or Object Code is provided under this EULA, you further acknowledge and agree that:

- (i) Nokē is an intended third-party beneficiary solely with respect to its intellectual property rights in the Software, and upon your acceptance of this EULA, Nokē shall have the right to enforce such rights directly against you;
- (ii) You will not reverse engineer, disassemble, decompile, otherwise attempt to derive or replicate the Object Code or structure of the Nokē Core, and
- (iii) You will not use, disclose, or share the Object Code of the Nokē Core with any third party in any manner.

7.1 Miscellaneous Terms.

A. Termination. JANUS and/or the Facility may, at their sole discretion, terminate your access to and use of the Software at any time without prior notice if you fail to pay applicable License Fees to the Facility, or

the Facility and/or JANUS determines that you have failed to strictly comply with this EULA or any other obligation of the Facility.

Termination does not relieve you of any obligations, including the payment of License Fees or other amounts accrued prior to the effective date of termination. JANUS reserves the right to modify or discontinue the Software at any time without liability.

B. Indemnity and Release; Limitation of Liability. You agree, to indemnify, defend, and hold harmless JANUS, its subsidiaries and affiliates, licensors (including, but not limited to, Nokē), officers, directors, employees, agents, independent contractors and representatives (collectively, the “Indemnified Parties”) from and against any and all losses, liabilities, claims, damages, fines, and expenses (including attorneys’ fees) arising out of or related to:

- (i) your violation of this EULA;
- (ii) your unauthorized access to or misuse of the Software; or
- (iii) your violation of any applicable law, regulation, or third-party right.

C. Release. YOU HEREBY RELEASE JANUS AND THE OTHER INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SOFTWARE OR THE MALFUNCTION OF THE SOFTWARE, EXCLUDING IF CAUSED BY THE FAULT OR NEGLIGENCE OF JANUS OR ANY OTHER INDEMNIFIED PARTY.

D. Non-Assumption of Liabilities. JANUS shall not be responsible or liability for any losses or damages, including but not limited to direct, indirect, special, reliance, incidental or exemplary, or consequential damages, or loss of anticipated profits, attorneys’ fees, or economic loss, irrespective of the cause. This applies even if such losses result from JANUS’s negligent performance or failure to perform any obligation under this EULA or any other basis.

E. Force Majeure. JANUS shall not be liable for any delay or failure to perform its obligations under this EULA due to causes beyond its reasonable control, including but not limited to acts of god, war, terrorism, embargo, civil unrest, labor disputes, pandemics, failure of communications or utility services, or government actions. JANUS will use commercially reasonable efforts to resume performance as soon as practicable. Such events shall excuse JANUS’s performance for the duration and extent of the force majeure event.

F. Limitation of Liabilities. In the event that, notwithstanding this EULA, JANUS is found liable to you, or any third party, regardless of the legal theory asserted, whether arising out of contract, (including but not limited to, contract, tort, negligence, gross negligence, strict liability, and willful misconduct, warranty, or indemnity) arising out of or related to the design, performance, use, defect or failure of the Software, JANUS’s total liability shall not exceed, in the aggregate, the greater of \$100 or the amount of License Fees (if any) actually paid by you to JANUS or the Facility during the six (6) month immediately preceding the event giving rise to such liability. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in this EULA be upheld and applied to the maximum extent permitted by law.

EXCLUSION AND LIMITATION ON CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JANUS SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR:

- (i) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DATA LOSS, EVEN IF JANUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH IN THIS AGREEMENT; OR
- (ii) ANY DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE SERVICES EXCEEDING THE TOTAL AMOUNT PAID BY THE END USER TO THE FACILITY FOR THE RENTAL OF THE UNIT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY.

THIS LIMITATION OF LIABILITY IS A MATERIAL INDUCEMENT FOR JANUS TO FURNISH THE SOFTWARE TO YOU AND A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND JANUS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CERTAIN DAMAGES; THEREFOR, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, JANUS'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

G. Limited Time to Assert Claims. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS EULA OR YOUR USE OF THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED. AFTER THIS PERIOD, ANY SUCH CLAIM SHALL BE PERMANENTLY BARRED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

H. Application and Binding Effect. You acknowledge and agree that this EULA:

- (i) Applies to and protects JANUS, including its employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates assignees of JANUS, and other Indemnified Parties, and
- (ii) Is binding on your heirs, administrators, custodians, trustees, agents, successors and assigns.

I. Access to Software and Compliance with Laws. You acknowledge and agree that you remain at all times solely responsible for any access to or use of the Software by or through your ID and Password.

J. Entire Agreement. This EULA constitutes the entire agreement between you and JANUS concerning the use of the Software and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

K. Waiver. No failure or delay by JANUS in exercising any right or enforcing any provision under this Agreement shall operate as a waiver thereof. Similarly, no single or partial exercise of any right shall preclude any other or further exercise of that or any other right. Any waiver shall be effective only if made in writing and signed by an authorized representative of JANUS.

L. Governing Law and Dispute Resolution. This EULA shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard

to principles of conflict of law. You and JANUS irrevocably and unconditionally agree that any legal action or proceeding arising out of or relating to the terms of this EULA shall be brought exclusively in the Ontario Superior Court of Justice, located in the city of Toronto, Ontario. Both parties consent to the exclusive jurisdiction of such court and waive any objection to the venue of any such action or proceeding, including any claim that such action or proceeding has been brought in an inconvenient forum.

The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) shall not apply to the EULA. Any legislation enacting or incorporating the CISG into domestic law, including but not limited to the International Sale of Goods Act (Ontario), is hereby expressly excluded and shall have no force of effect with respect to this EULA.

M. Arbitration at JANUS’s Discretion. At JANUS’s sole discretion, any dispute arising out of or relating to this EULA, the Software, or your use thereof may be resolved by final and binding arbitration under the Arbitration Rules of the ADR Institute of Canada. The seat of arbitration shall be Toronto, Ontario, and the language shall be English. JANUS may elect arbitration at any time before or within 30 days of being served with legal process.

Arbitration shall be conducted on an individual basis only, and not as part of a class or collective proceeding. The arbitrator may grant any relief a court could provide under applicable law. This clause does not prevent JANUS from seeking injunctive or equitable relief in court for misuse of its Software, intellectual property, or confidential information. The parties agree that the decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.

N. Severability. If any provision of this EULA, or its application to any person, entity or circumstance, is found to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect, and will be binding upon the parties hereto and their respective heirs, executors, representatives, employees, affiliates, successors, and assigns.

O. Contact, Support, and Feedback.

- (i) Contact. For all questions, requests for information, complaints, claims, feedback, or support-related issues concerning the Software, please contact JANUS through the following channels:

Janus International Canada, Ltd
3310 Langstaff Road, Unit 2
Vaughan, Ontario L4K 4Z8
Attn: Janus Legal Department

Toll Free: (866) 562-2580
Phone: (770) 562-2850
legal@janusintl.com

- (ii) User Support. If you encounter any issues or have concerns related to the Software, you agree to first seek resolution by contacting JANUS’s customer support through the channels provided in this EULA. JANUS will make commercially reasonable efforts to address and resolve your concerns in a timely manner. This process is intended to provide an efficient means of resolving issues and does not restrict you from seeking other remedies available under this EULA or applicable law.

- (iii) User Feedback. You may from time to time provide JANUS with suggestions, comments or other feedback regarding the Software, website or services of JANUS (“Feedback”). JANUS shall have full discretion to determine whether or not to proceed with or use such Feedback. You hereby assign to JANUS all rights, title, and interest in and to Feedback, including all developments based upon such Feedback and all related intellectual property rights in and to the foregoing. You represent and warrant that you own all rights to the Feedback you provide. If you are not the creator or author of any Feedback, you agree to obtain the creator’s or author’s consent to assign the Feedback to JANUS as described herein. You further waive all moral rights in the Feedback and agree to assist JANUS in securing and enforcing such rights.

P. JANUS is committed to making its Software accessible to all users, including individuals with disabilities. If you require this EULA or any related documentation in an alternate format or need accessibility support, please contact JANUS at the address listed in Section 7.N. We strive to meet or exceed applicable accessibility standards such as the Web Content Accessibility Guidelines (WCAG).

Q. JANUS reserves the right to update or modify this EULA at any time in its sole discretion. Any changes to this EULA will be effective immediately upon posting at <https://www.janusintl.com/resources/forms#eula> or within the Software. Your continued use of the Software after the effective date of the updated EULA constitutes your acceptance of the modified terms. If you do not agree to the changes, you must cease all use of the Software. It is your responsibility to review this EULA periodically for updates.