

**MOBILE APPLICATION END USER LICENSE AGREEMENT
RESIDENTS**

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT (“LICENSE”) CAREFULLY BEFORE CLICKING THE “ACCEPT” BUTTON OR DOWNLOADING OR USING THE **MY DOOR VIEW** MOBILE APPLICATION (“APP”) ACCOMPANYING THIS LICENSE. BY CLICKING THE “ACCEPT” BUTTON OR DOWNLOADING OR USING THE APP, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT CLICK THE “ACCEPT” BUTTON, DOWNLOAD, OR USE THE APPLICATION.

1. General. The App is licensed, not sold, to You, and Your Residential Complex, by My Door View, LLC, (“My Door View”) for use strictly in accordance with the terms and conditions of this License, and any “usage rules” established by any other third party usage rules or terms of use, such as Apple Inc. and other such vendors (“Usage Rules”), which are incorporated herein by reference. The term “Application” or “App” shall refer to and consist of the following: (i) mobile software application accompanying this License, including, without limitation, any software code, scripts, interfaces, graphics, displays, texts, documentation, and other components; (ii) any updates, modifications, or enhancements to the items listed in subsection (i); and (iii) any specific website the App directs you to via any browser located on an iPhone or such other smart device (“Smart Device”). Unless stated otherwise, “My Door View” includes all affiliates, partners, and licensors within this License.

2. License Grant and Restriction on Use.

2.1 License Grant. My Door View grants You a revocable, non-exclusive, non-transferable, limited right to install and use the App on such Smart Device strictly in accordance with the terms and conditions of this License, the Usage Rules, and any service agreement associated with your Smart Device (collectively “Related Agreements”).

2.2 Restrictions on Use. You shall use the App strictly in accordance with the terms of the Related Agreements and shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (ii) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (iii) violate any applicable laws, rules or regulations in connection with Your access or use of the App; (iv) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of My Door View of the App; (v) use the App for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (vi) use the App for creating

a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product, or software offered by My Door View; (vii) use the App to send automated queries to any website or to send any unsolicited commercial email; or (viii) use any proprietary information or interfaces of My Door View or other intellectual property of My Door View in the design, development, manufacture, licensing, or distribution of any application, accessories, or devices for use with the App.

2.3 Location. This License is property-specific, and may not be construed to apply to any other properties. Likewise, the App may only be used on the site of the contracting property, and may not be used outside of its boundaries.

3. Intellectual Property Rights.

3.1 Rights to Application. You acknowledge and agree that the App and all copyrights, patents, trademarks, trade secrets, and other intellectual property rights associated therewith are, and shall remain, the property of My Door View. Furthermore, You acknowledge and agree that the source and object code of the App and the format, directories, queries, algorithms, structure, and organization of the App are the intellectual property and proprietary and confidential information of My Door View. Except as expressly stated in this License, You are not granted any intellectual property rights in or to the App by implication, estoppel, or other legal theory, and all rights in and to the App not expressly granted in this License are hereby reserved and retained by My Door View.

3.2 Third Party Software. The App may utilize or include third party software that is subject to open source and third party license terms (“Third Party Software”). You acknowledge and agree that Your right to use such Third Party Software as part of the App is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software, including without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this License and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Your use of the relevant Third Party Software. In no event, shall the App or components thereof be deemed to be “open source” or “publically available” software.

3.3 Company’s Marks. You are not authorized to use My Door View trademarks in any advertising, publicity, or in any other commercial manner without the prior written consent of My Door View, which may be withheld for any or no reason.

3.4 Infringement Acknowledgement. You and My Door View acknowledge and agree that, in the event of a third party claim that the App or Your possession or use of the App infringes any

third party's intellectual property rights, You (and not My Door View) will be responsible for the investigation, defense, settlement, and discharge of any such claim of intellectual property infringement. You will, however, promptly notify My Door View in writing of such a claim.

4. Restriction on Transfer. You may not rent, lease, lend, sublicense, or transfer the App, this License, or any of the rights granted herein. Any attempted transfer in contravention of this provision shall be null and void.

5. Use of Information.

5.1 Consent to Use Information. You hereby authorize and consent to the collection, storage and use, by My Door View of any information and data related to or derived from Your use of the App, and any information or data that You provide to My Door View ("Information"). Without limiting the generality of the foregoing, the Information shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, patterns, data and suggestions based on user actions. Notwithstanding the foregoing, You shall not provide or disclose and the Information shall not include any information or data that is personally identifiable to You. The Information will be treated as being non-confidential and nonproprietary, and My Door View assumes no obligation to protect confidential or proprietary information (other than personally identifiable information) from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. My Door View will also be free to use any ideas, concepts, or techniques contained in the Information for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products and services incorporating such Information.

5.2 Privacy Policy. You represent that You shall comply with the terms and conditions of the My Door View Privacy Policy, which sets forth and describes the practices of My Door View with respect to the collection, use, and disclosure of Information in connection with Your use of the App. My Door View reserves the right to change the provisions of its Privacy Policy at any time in its sole discretion. My Door View will post any changes to its Privacy Policy at the web address set forth in the preamble to this License. Your use of the App following the posting of such changes to the Privacy Policy will constitute Your acceptance of any such changes.

6. Term and Termination.

6.1 Term. This License shall be effective until terminated.

6.2 Termination. This License is effective upon your acceptance of this License, or upon your downloading, installing, accessing, and using the App, even if you have not expressly accepted this License. This License shall continue in effect until expiration or termination as provided

herein (the “Term”). Term-based licenses terminate upon the expiration of the pre-paid term, unless you have paid all applicable fees to extend the term. Without prejudices to any other rights, this License will terminate automatically without notice to you if you OR YOUR LANDLORD breaches or fails to comply with any of the limitations or other requirements described herein, including the payment of any applicable fees, and you agree that in any such case My Door View may, in addition to any other remedies it may have in law or equity, remotely disable the software. You may terminate this License Agreement at any time by providing written notice of your decision to terminate the License to My Door View and ceasing use of the App. Upon any termination or expiration of the License for any reason, you agree to uninstall the App and return to My Door View any license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to My Door View.

7. Disclaimer of Warranties. YOU ACKNOWLEDGE AND AGREE THAT THE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APP AND ANY THIRD PARTY CONTENT AND SERVICES ACCESSED THEREBY IS AT YOUR SOLE RISK AND DISCRETION. MY DOOR VIEW AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS, HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTIES REGARDING THE APPLICATION AND THIRD PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, MY DOOR VIEW AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS MAKE NO WARRANTY THAT (1) THE APP OR THIRD PARTY CONTENT AND SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE APP OR THIRD PARTY CONTENT AND SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, OR ERROR-FREE; (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APP WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (4) ANY ERRORS IN THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MY DOOR VIEW OR FROM THE APP SHALL CREATE ANY REPRESENTATION, WARRANTY, OR GUARANTY.

8. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL MY DOOR VIEW BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APP AND ANY THIRD PARTY CONTENT AND SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MY DOOR VIEW WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MY DOOR VIEW'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Indemnification. You shall indemnify, defend, and hold harmless My Door View from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (such as attorneys' fees) arising out of or in connection with the following: (i) Your access to or use of the App or Third Party Content and Services; (ii) Your breach of this License; (iii) Your violation of the law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party, including the infringement by You of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any termination of the License.

10. Compatibility. My Door View does not warrant that the App will be compatible or interoperable with Your Smart Device or any other piece of hardware, software, equipment, or device installed on or used in connection with your Smart Device. Furthermore, You acknowledge that compatibility and interoperability problems can affect the performance of your Smart Device, loss of the data located on Your Smart Device, and corruption of the software and files located on Your Smart Device. You acknowledge and agree that My Door View and its affiliates, partners, suppliers, and licensors shall have no liability to You for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

11. Product Claims. You acknowledge that You (not My Door View) are responsible for addressing any third party claims relating to Your use or possession of the App, and agree to notify My Door View in writing of any third party claims relating to the App of which You become aware. Furthermore, You hereby release My Door View from any liability resulting from Your use or possession of the App, including, but not limited to: (i) any product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

12. Miscellaneous.

12.1 Governing Law. This License shall be deemed to take place in the State of Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of law principles. Any disputes arising from this License shall be adjudicated in the courts of Gwinnett County, Georgia. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12.2 Severability. If any provision of this License is held to be invalid or unenforceable with respect to a party, the remainder of this License, or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and each remaining provision of this License shall be valid and enforceable to the fullest extent permitted by law.

12.3 Waiver. Except as provided herein, the failure to exercise a right or require performance of an obligation under this License shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

12.4 Modification or Amendment. My Door View may modify or amend the terms of this License by posting a copy of the modified or amended License on the My Door View website. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the App following the date in which the modified or amended License is posted on the My Door View website.

12.5 Software Updates. Software updates for My Door View may become available. By installing any update, you are agreeing to any updated terms.

12.6 Assignment. Except as permitted in Section 4, You shall not assign this License or any rights or obligations herein without the prior written consent of My Door View and any attempted assignment in contravention of this provision shall be null and void.

12.7 Entire Agreement. This License, including the documents incorporated herein by reference, constitutes the entire agreement with respect to the use of the App licensed herein and supersedes all prior or contemporaneous understandings regarding such subject matter.