



Flume Pilot Participant and End User License Agreement (Pilot EULA)

Last Updated April 17, 2017

Flume, Inc., a Delaware corporation with corporate offices located at 872 Higuera Street, San Luis Obispo, CA 93401 ("Flume"), desires to offer certain hardware and software products, developed by and proprietary to Flume or its licensors, on a pilot test basis ("Products"). The individual accessing this Product ("You" or "Participant") desire(s) to test and evaluate Products in a real environment prior to purchasing Products. You have been selected by Flume or by an Insurer to participate in this Pilot Test Program and You are willing to participate subject to the following terms and conditions. You and Flume (the "Parties") hereby agree as follows (hereinafter, this "Pilot Participant and End User License Agreement" or this "Agreement"):

- You will keep Products at your residence address during the Pilot Test period and shall not remove the Products. If requested, Flume will remove the Products at a mutually agreeable time.
- You may have the option at the conclusion of the Pilot Test to keep Products. However, Flume offers no warranties for maintaining the Products or ensuring that the Products still communicate after completion of the Pilot. Flume reserves the right to replace the Product with a newer production version when released.
- You will use Products under normal conditions and take reasonable precautions to protect Products while in your possession.
- You will allow Flume to have access, at reasonable times, and upon at least five (5) days' prior notice, to each test site for the purpose of inspecting, maintaining, repairing, testing, and performing analyses with Products ("Services").
- You will provide reasonable assistance to Flume in gathering information relating to the performance of Products.

- You will complete a verbal or written evaluation of Products and Services, including evaluated strengths, weaknesses, and any recommended improvements.
- You acknowledge that Products contain valuable trade secret or confidential information of Flume or its licensors and that Flume Product and Software Product are protected by intellectual property laws and treaties. You will take appropriate action to protect the confidential aspects of Products to ensure that any person permitted access to Products does not provide confidential information to others. You will not reverse-assemble, reverse-compile, or otherwise reverse-engineer Products, in whole or in part.
- You will notify Flume promptly at the following e-mail address and/or phone number if maintenance or repair of Products is necessary or if there is any loss or damage to Products: support@flumetech.com
- You also accept the terms and conditions of the following End User License Agreement (EULA) prior to downloading the Flume software application Product that communicates with embedded software in the Flume sensor Product:

End User License Agreement

Notice to End User: There are two types of software covered by this END USER LICENSE AGREEMENT ("EULA"): (1) The Flume Product you have acquired contains embedded software ("Embedded Software") which is integral to the Product's operation; and (2) Application Software provided to you on a downloadable basis ("Application Software"). Embedded Software and Application Software are collectively referred to as "Software" and are both subject to the terms and conditions contained in this EULA. Software is provided only for use with, and for authorized end users of, the Flume product you have acquired from Flume or its authorized representative ("Flume Product"). Portions of the Software may include or operate with Open Source software or libraries ("Open Source").

END USER LICENSE AGREEMENT TERMS

This End User Software License Agreement ("EULA" or "Agreement") is a legally binding agreement governing the licensing of the Software and electronic Documentation by Flume, Inc. ("Flume") to the entity or person who has purchased or otherwise acquired a Flume Product, whether directly from Flume or from its authorized representative ("You" or "End User"). For purposes of this Agreement, any software that is not Embedded Software or Application Software is software that may be associated with a separate end-user license agreement licensed to You under the terms of that license agreement. Software is provided only for use with the Flume Product and any other use of Software is strictly prohibited and may subject You to legal action. Software is provided to You under license, subject to the terms and conditions of this EULA. Any and all

updates to Software shall also be subject to this EULA. If You use the Flume Product, You will be deemed to have accepted the terms and conditions of this EULA. If You do not intend to be bound to the terms of this EULA, Flume is not willing to license the Software to You; You may not use the Flume Product or the Software; and You must contact the party from whom You acquired the Flume Product for instructions on how to return the Flume Product.

Flume and You (or “End User”) (each a “Party” or together the “Parties”) hereby agree as follows:

1. Definitions

- 1.1. “Affiliate” means a business entity currently existing or later acquired that is controlled by, or is under common control with Flume.
- 1.2. “Documentation” means materials such as user's guides, program reference guides, quick reference guides, manuals, or similar materials associated with, or related to, the Flume Product, whether in printed; electronic online; or other form.
- 1.3. “Proprietary Information” means: (a) source code, object code, software, unpublished documentation, and any related internal design, system design, database design, algorithms, technology, technical data or information, implementation techniques, and trade secrets related to the Flume Product and/or the Software, (b) any other trade secrets marked appropriately or identified as proprietary or confidential, when disclosed; all of which are not publicly available and (c) any information that End User, under the circumstances, should recognize as confidential to Flume. Proprietary Information does not include any information that the receiving Party can establish was (1) in the public domain, (2) already in the receiving Party's possession or rightfully known prior to receipt, (3) rightfully learned from a third party not in violation of any other's proprietary rights, or (4) independently developed without access to Proprietary Information.
- 1.4. “Flume Product” means the product acquired from Flume or its authorized representative, including all embedded Software and all Documentation related to such Flume Product.
- 1.5. “Software” means: (a) any software or computer programs of Flume or its third party licensors in machine readable form which is embedded in the Flume Product (“Embedded Software”); and/or (b) application software solely for use with the Flume Product (“Application Software”). Software includes any replacement, update, upgrade, enhancement or modification to Embedded Software or Application Software obtained directly or indirectly by End User.

2. Scope of License Granted

- 2.1. Flume grants to End User a personal, worldwide, non-exclusive, non-transferable, non-sublicensable, limited license to use the current version of the Software, solely on the Flume Product in which it is embedded; or for Application Software, the Flume Product for which it is intended for use (“Designated Flume Product”), in machine-readable form only, solely for End User's internal business purposes. This

Agreement does not convey ownership of the Software to End User. Title to the Software shall be and remain with Flume or the third party from whom Flume has obtained a right to sublicense. As used in this Agreement, the term "purchase" or its equivalents when applied to the Software shall mean "acquire under license." End User is not entitled to receipt or use of the Flume Source Code for any Software unless covered in a separate agreement signed by an authorized representative of Flume.

2.2. End User shall not copy, modify, decompile, disassemble, reverse engineer, or otherwise reproduce or remanufacture the Software, whether modified or unmodified, nor sell, assign, sublicense, distribute, lend, rent, give, or otherwise transfer the Software to any other person or organization, for purposes other than as expressly provided in this Agreement, without Flume's prior written consent.

3. Transfers, Support

3.1. Any copying, installing, reproduction, remanufacture, electronic transfer, or other use of the Software on other than the Designated Flume Product will be a material breach of this Agreement.

3.2. End User shall not sell, assign, sublicense, distribute, lend, rent, give, or otherwise transfer the Flume Product to any third party unless such third party agrees with Flume in writing to be bound by the terms and conditions of this Agreement. Any such transfer of the Flume Product absent such agreement shall be null and void.

4. Intellectual Property

4.1. End User acknowledges that the Software constitutes valuable trade secrets of Flume or Flume's third party licensors and that the Software is protected by all applicable intellectual property laws and treaties. Except for the license rights expressly granted in this Agreement, the license set forth in this Agreement does not transfer to End User any ownership, right, title, or interest, in or to Flume's, or its third party licensors', copyrights, patents, trademarks, service marks, trade secrets, or other intellectual property rights. End User shall not remove, modify, or take any other action that would obscure any copyright, trademark, patent marking, or other intellectual property notices contained in or on the Flume Product. Names used on the Flume Product or in this Agreement may constitute trademarks of Flume or its licensors and no right is granted herein to the End User for use of such trademarks.

5. Proprietary Information

5.1. End User acknowledges that Proprietary Information is the confidential, proprietary, and trade secret property of Flume and Flume's third party licensors and that End User acquires no right or interest in any Proprietary Information.

5.2. End User shall not disclose, provide, or otherwise make available Proprietary Information to any person other than End User's authorized employees or agents who are under confidentiality agreement, and End User shall not use Proprietary Information other than in conjunction with use of the Flume Product solely for End User's internal personal or business purposes. End User shall take steps to protect Proprietary Information that are no less secure than for End User's own intellectual property.

5.3. The provisions of this Proprietary Information Section shall survive and continue for five (5) years after the termination of this Agreement, or for Proprietary Information that qualifies as trade secrets, as long as allowed by applicable law.

6. Limited Warranty

6.1. Flume warrants that, under normal use and operation, the Flume Product and Software will conform substantially to the applicable Documentation. For all defects reported to Flume, Flume's liability is limited to providing End User with one copy of corrections or responding to End User's problem reports according to Flume's then-current standard assistance practices. Flume does not warrant that Software will meet End User's requirements or that use of Software will be uninterrupted or error free, or that Flume's remedial efforts will correct any nonconformance. End User agrees that the existence of such non conformities or errors and Flume's inability to remedy such errors shall not constitute a breach of this Agreement. This limited warranty does not cover use of the Software with any hardware system other than the Flume Product or to Software that has been subjected to damage or abuse, whether intentionally, accidentally, or by neglect, or to unauthorized repair or unauthorized installation, and shall be void if End User modifies the Flume Product or Software, uses the Flume Product or Software in any manner other than as allowed in the Documentation, or if End User breaches any of the provisions of this Agreement.

6.2. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE FLUME PRODUCT IS PROVIDED "AS IS" AND FLUME MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE FLUME PRODUCT OR SOFTWARE, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liabilities

7.1. NEITHER FLUME NOR ITS LICENSORS SHALL BE LIABLE FOR ANY CLAIMS AGAINST END USER BY ANY OTHER PARTY. IN NO EVENT SHALL FLUME'S LIABILITY FOR DAMAGES, IF ANY, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, WARRANTY, OR ANY OTHER BASIS, EXCEED THE PRICE OR FEE PAID BY END USER FOR THE FLUME PRODUCT. UNDER NO CIRCUMSTANCES SHALL FLUME OR ITS LICENSORS BE LIABLE TO END USER OR ANY THIRD PARTY FOR LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS OR SERVICE, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, CONTINGENT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES, EVEN IF FLUME OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Government Restricted Rights; International Use.

8.1. Except for Open Source software, Use, duplication, or disclosure of the Software by the U.S. Government is subject to the restrictions for computer software developed at private expense as set forth in the U.S. Federal Acquisition Regulations at FAR 52.227-14(g), or 52.227-19 or in the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013(c)(1), whichever is applicable.

8.2. End User is restricted to using the Flume Product within the United States, if End User uses the Application Software outside the United States, End User must comply with the applicable local laws of the country in which the Flume Application Product is used, with U.S. export

control laws, and with the English language version of this Agreement. The provisions of the "United Nations Convention on International Sale of Goods" shall not apply to this Agreement.

9. **Termination**

9.1. Either Party may terminate this Agreement or any license granted under this Agreement at any time upon written notice if the other Party breaches any provision of this Agreement.

9.2. Upon termination of this Agreement, End User immediately shall cease using any Software and shall return the Product to Flume. End User's resumed or continued use of the Embedded Software and/or the Application software after termination shall constitute End User's agreement to be bound anew by the terms and conditions of this Agreement for such use.

10. **General Provisions**

10.1. Entire Agreement; Amendment. This document contains the entire agreement between the Parties relating to use of the Flume Products and the licensing of the Software and, except for business agreements between Flume and End User, supersedes all prior or contemporaneous agreements, written or oral, between the Parties concerning the use of the Flume hardware Products and licensing of the Flume Software. This Agreement may be modified by Flume to apply to future versions of Products.

10.2. Notice. All notices required or authorized under this Agreement shall be given in writing, and shall be effective when received, with evidence of receipt. Notices to Flume shall be sent to the attention of Contract Administration, Flume, Inc., 872 Higuera Street, San Luis Obispo, CA 93401, or such other address as may be specified by Flume in writing.

10.3. Waiver. A Party's failure to enforce any of the terms and conditions of this Agreement shall not prevent the Party's later enforcement of such terms and conditions.

10.4. Attorneys' Fees. In the event an action is brought to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, both at trial and on appeal.

10.5. Governing Law; Venue: This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to the rules governing conflicts of law. The state and federal courts located in the above jurisdiction shall have exclusive jurisdiction over all matters regarding this Agreement, except that Flume shall have the right, at its absolute discretion, to initiate proceedings in the courts of any other state, country, or territory in which End User resides, or in which any of End User's assets are located.

FCC Compliance Statement:

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Non-modification Warning Statement:

Any changes or modifications to this device not explicitly approved by the manufacturer could void your authority to operate this equipment.

RF Exposure Warning Statement:

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment and meets the FCC radio frequency (RF) Exposure Guidelines. This equipment should be installed and operated keeping the radiator at least 20cm or more away from person's body.



Our speciality is leak detection and our passion is water conservation. We strive to not only prevent damaging leaks, but increase consumer awareness of water usage and enable them to protect both their homes and our most valuable natural resource

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