

REMOTE HOME CHECK, LLC

A Georgia Limited Liability Company

MASTER TERMS OF SERVICE

Version 1.1

Effective Date: March 1, 2026

Last Updated: March 1, 2026

Remote Home Check, LLC
200 Briarwood Lane, Canton, GA 30114
corporate@remotehomecheck.com

PREAMBLE

These Master Terms of Service (these “**Master Terms**”) are entered into by and between **Remote Home Check, LLC**, a Georgia limited liability company (“RHC,” “we,” “us,” or “our”), and the individual or entity accepting these Master Terms (“Customer,” “you,” or “your”).

By accessing or using the Remote Home Check platform, subscribing to any Service, or executing an Order Form referencing these Master Terms, you acknowledge that you have read, understood, and agree to be bound by these Master Terms and all documents incorporated herein by reference, including but not limited to the applicable Addenda, Exhibits, and the Privacy Policy (collectively, the “Agreement”).

If you are entering into this Agreement on behalf of an organization, you represent and warrant that you have the authority to bind such organization to these Master Terms. If you do not have such authority, or if you do not agree with these Master Terms, you must not accept this Agreement and may not use the Services.

IMPORTANT: THE SERVICES ARE DESIGNED AS A DECISION-SUPPORT TOOL AND DO NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR EMERGENCY RESPONSE. PLEASE READ SECTION 3 CAREFULLY.

SECTION 0: DOCUMENT ARCHITECTURE

0.1 Modular Structure

This Agreement is structured as a modular contract framework serving both consumer (B2C) and organizational (B2B2C) customers with appropriate risk allocation. The following documents comprise the full Agreement:

- **Master Terms of Service** — core terms applying to all users and organizations (this document)
- **Consumer Addendum (B2C)** — self-pay family subscriber terms
- **Organization Addendum (B2B)** — PACE / senior living / agency terms
- **Acceptable Use Policy (Exhibit A)** — prohibited uses, restrictions, and conduct standards
- **Hardware & Installation Addendum (Exhibit B)** — equipment loan, returns, replacement costs
- **Security Exhibit (Exhibit E)** — security controls, incident response, disaster recovery, audit boundaries
- **Monitoring Center Addendum (Exhibit G)** — ONLY when failover monitoring is explicitly contracted
- **HIPAA / BAA Exhibit (Exhibit H)** — executed only when PHI is handled for a Covered Entity
- **Pilot Agreement (Exhibit F)** — separate; converts to standard terms at go-live
- **Privacy Policy** — HIPAA + consumer health data; incorporated by reference
- **Product Documentation** — scoring weights, domains, features; changeable without T&C amendment

0.2 Order of Precedence

In the event of a conflict between documents within this Agreement, the following order of precedence shall apply (highest to lowest):

- Order Form / Purchase Order / Statement of Work (if applicable)
- Pilot Agreement (only during pilot period)
- Monitoring Center Addendum (only if activated)
- Organization Addendum (for B2B customers)
- Consumer Addendum (for B2C customers)
- Hardware & Installation Addendum (if hardware provided)
- HIPAA / BAA Exhibit (if applicable)
- Security Exhibit (if incorporated)
- Acceptable Use Policy
- These Master Terms
- Privacy Policy (governs privacy disclosures; does not expand commercial obligations)
- Product Documentation (informational/operational; cannot expand guarantees or obligations beyond executed terms)

0.3 Internal Consistency

All sales materials, marketing content, user interface text, product documentation, enablement materials, scripts, demos, RFP responses, onboarding decks, outbound templates, and partner-facing collateral must be consistent with this Agreement. No such materials may promise capabilities, service levels, or obligations not present in the controlling agreement and applicable addenda.

Monitoring center language (including references to failover, dispatch, or emergency response) shall not appear in any materials unless a Monitoring Center Addendum has been executed and is currently active between the parties.

SECTION 1: DEFINITIONS & INTERPRETATION

1.1 Key Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

“Company” means Remote Home Check, LLC, a Georgia limited liability company.

“Services” means the Remote Home Check platform services, including dashboards, alerts, data analytics, Insight Scores, and related subscription features provided by the Company to Customer.

“Customer Data” means all data submitted to or collected through the Services on behalf of or relating to Customer or its Authorized Users, excluding De-Identified Data and Aggregated Data.

“Protected Health Information” or “PHI” has the meaning set forth in the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, “HIPAA”). PHI is governed by this Agreement only where a Business Associate Agreement has been executed between the parties.

“Consumer Health Data” means health-related data that is not governed by HIPAA but may be regulated under the Federal Trade Commission Act, state consumer health data protection laws, or other applicable regulations.

“Third-Party Services” means vendor and device ecosystems used by Customer in connection with the Services, including but not limited to Apple Watch/HealthKit, YoLink sensors, HERO Health pill dispensers, and Family1st driving monitors, each of which is governed by such vendor’s own terms of service.

“Subprocessors” means third-party vendors that process Customer Data on the Company’s behalf in connection with providing the Services, including hosting, communications, billing, and analytics providers.

“Observations” means the platform outputs generated by the Services, including signals, pattern deviations, trend analyses, and review prompts. Observations are decision-support tools and are not medical diagnoses, recommendations, or treatment plans.

“Insight Score” means the composite scoring output generated by the platform based on aggregated sensor data across physical health and mental health domains, as further described in the Product Documentation.

“Authorized User” means any individual authorized by Customer to access the Services, including family members, caregivers, healthcare professionals, and organizational administrators.

“De-Identified Data” means data that has been processed such that it cannot reasonably be used to identify an individual, as determined by the HIPAA Safe Harbor method or Expert Determination method.

“Aggregated Data” means De-Identified Data that has been combined with data from other customers or sources such that individual data points are not distinguishable.

“Order Form” means a written or electronic ordering document executed by the parties that references these Master Terms and specifies the Services, subscription term, pricing, and other commercial terms.

“Confidential Information” means any non-public information disclosed by either party to the other in connection with this Agreement that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.

1.2 Interpretation Rules

Unless the context otherwise requires: (a) the singular includes the plural and vice versa; (b) headings are for convenience only and do not affect interpretation; (c) “including” means “including without limitation”; (d) references to “days” mean calendar days unless otherwise specified; (e) references to any statute include all amendments, regulations, and rules issued thereunder; and (f) if any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 2: ELIGIBILITY, ACCOUNTS, AND ACCESS

2.1 Eligibility

To use the Services, you must: (a) be at least eighteen (18) years of age; (b) have the legal capacity to enter into a binding agreement; and (c) if acting on behalf of an organization, have the authority to bind such organization to this Agreement.

2.2 Account Creation and Authentication

You must create an account to access the Services. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary to maintain its accuracy. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

2.3 Role-Based Access Controls

The Services implement role-based access controls. Organizational customers are responsible for properly configuring access permissions for their Authorized Users. The Company provides administrative tools but is not responsible for access decisions made by Customer administrators.

2.4 Admin Responsibilities

Organizational customers shall designate at least one (1) account administrator who shall be responsible for: (a) managing Authorized User access; (b) ensuring compliance with this Agreement by all Authorized Users; (c) serving as the primary point of contact for account-related communications; and (d) maintaining current contact information for account administration.

2.5 Credential Security

You shall not share your account credentials with any third party. You must notify the Company immediately at support@remotehomecheck.com upon becoming aware of any unauthorized use of your account or any other breach of security. The Company shall not be liable for any loss arising from your failure to comply with this Section 2.5.

SECTION 3: SCOPE OF SERVICES & PRODUCT POSTURE

3.1 Decision-Support Only

THE SERVICES PROVIDE DATA-DRIVEN OBSERVATIONS AND PROMPTS DESIGNED TO SUPPORT DECISION-MAKING BY FAMILIES, CAREGIVERS, AND HEALTHCARE PROFESSIONALS. THE SERVICES DO NOT CONSTITUTE MEDICAL ADVICE, MEDICAL DIAGNOSIS, MEDICAL TREATMENT, OR EMERGENCY RESPONSE.

The Services are not a substitute for professional medical judgment, and no information provided through the Services should be construed as a medical recommendation. Users should always consult with qualified healthcare professionals before making health-related decisions.

3.2 Observations, Not Recommendations

All outputs generated by the Services shall be understood as Observations, as defined in Section 1.1. The following taxonomy governs the language used in all platform outputs, communications, and materials:

Approved Language

- “Signal”
- “Pattern deviation”
- “Review suggested”
- “Consider per protocol”
- “Trend detected”
- “Baseline change observed”

Prohibited Language

The following terms shall not be used in any platform output, communication, or material to describe the Services or their outputs:

- “Recommend” or “recommendation”
- “Diagnose” or “diagnosis”
- “Medical advice”
- “Treat” or “treatment”
- “UTI detected” or “infection confirmed”
- Any language implying clinical certainty or definitive medical conclusions

3.3 Feature Activation and Service Rings

The Services are deployed through a staged activation model. Not all features are available at launch or in all subscription tiers. The current activation posture is:

- **Ring 1 (Launch):** Core platform monitoring, Insight Scores, alerts, and dashboard access.
- **Ring 2 (Future):** Expanded capabilities as specified in future addenda or product releases.

Monitoring center features are OFF by default and shall not be activated unless and until a Monitoring Center Addendum (Exhibit G) has been executed by both parties.

SECTION 4: SUBSCRIPTION, FEES, AND BILLING

4.1 B2C Subscription Terms

Consumer subscriptions to the Services are available at the following monthly rate:

- **Self-Pay Family Subscription:** \$99.00 per month per monitored senior.

The self-pay subscription includes: Apple Watch integration, YoLink sensor monitoring, Family1st driving monitoring, dashboard access, alerts, and Insight Score reporting.

Payment is due in advance on a monthly basis. The Company accepts the payment methods specified during the registration process. If any payment fails, the Company will provide notice and a reasonable cure period before suspending access to the Services.

All fees are exclusive of applicable taxes, which shall be the Customer's responsibility.

4.2 B2B Subscription Terms

Organizational subscriptions are governed by the applicable Order Form executed between the parties. PACE program subscriptions are available at the following monthly rate:

- **PACE Program Subscription:** \$149.99 per month per enrolled resident.

The PACE subscription includes: Apple Watch integration, YoLink sensor monitoring, HERO pill dispenser integration, dashboard access, alerts, Insight Score reporting, and EMR/EHR integration.

Payment terms for organizational customers shall be as specified in the applicable Order Form. Unless otherwise specified: (a) invoices are issued monthly; (b) payment is due within thirty (30) days of invoice date; and (c) late payments accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

4.3 Refund Policy

B2C Customers: The Company offers a thirty (30)-day satisfaction guarantee on the first paid month of service. If a consumer customer is not satisfied during this period, they may cancel and receive a full refund of the first month's subscription fee. Refund requests must be submitted in accordance with the cancellation procedures in Section 7.

B2B Customers: No refunds shall be issued on fees incurred for services already delivered. Prorated refunds may apply only for prepaid annual subscriptions terminated early in accordance with the applicable Order Form.

SECTION 5: TRIALS, PILOTS, AND CONVERSION

5.1 B2C Trial Period

New consumer customers are eligible for a twenty-eight (28)-day trial period at no charge. During the trial period, the Customer shall have access to the full B2C feature set. On Day 29, the trial automatically converts to a paid monthly subscription at the rate specified in Section 4.1.

The Company will provide clear notice of the trial end date and the transition to paid service no fewer than seven (7) days before the trial period expires.

Following conversion to a paid subscription, the Customer is eligible for the thirty (30)-day satisfaction guarantee described in Section 4.3.

5.2 B2B Pilot Agreement

Organizational customers may participate in a pilot program under a separate Pilot Agreement (Exhibit F). Pilot terms include:

- Defined pilot duration and scope
- Conversion triggers and timeline for transition to standard subscription terms
- Pilot-specific liability caps and service posture (including “as-is” availability during pilots)
- Data handling during and after the pilot period

Upon successful completion of a pilot, the parties shall execute an Order Form under the standard terms of this Agreement.

SECTION 6: ACCEPTABLE USE POLICY

The full Acceptable Use Policy is set forth in Exhibit A to this Agreement. By using the Services, you agree to comply with the Acceptable Use Policy. Key provisions include:

6.1 Prohibited Uses

You shall not use the Services to:

- Engage in any unlawful, fraudulent, or deceptive activity
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services
- Interfere with or disrupt the integrity or performance of the Services
- Transmit any malware, viruses, or other harmful code
- Access the Services through automated means (bots, scrapers) except as expressly authorized
- Use the Services as a substitute for professional medical advice, diagnosis, or treatment
- Include Protected Health Information in SMS or email content (links to the secure platform only)

6.2 Enforcement

The Company reserves the right to suspend or terminate access to the Services for violations of the Acceptable Use Policy, with or without notice depending on the severity of the violation. The Company will use reasonable efforts to provide notice before suspension except where immediate action is required to protect the integrity of the Services or the safety of users.

SECTION 7: AUTO-RENEWAL, CANCELLATION, AND CONSUMER COMPLIANCE

7.1 Auto-Renewal Disclosures

Subscriptions automatically renew at the end of each billing period unless cancelled by the Customer prior to the renewal date. The Company will provide clear disclosure of: (a) the renewal terms; (b) the applicable pricing; and (c) instructions for how to cancel, at or before the time of initial subscription and prior to each renewal.

7.2 Cancellation Methods

Customers may cancel their subscription through the following methods:

- **In-App Cancellation:** Through the account settings within the Remote Home Check dashboard.
- **Email Cancellation:** By sending a written cancellation request to support@remotehomecheck.com.

Phone cancellation is not available at this time.

Cancellation requests will be processed within two (2) business days of receipt. Cancellation takes effect at the end of the current billing period; no prorated refunds will be issued for partial months except as provided in Section 4.3.

7.3 Cancellation Confirmations

Upon processing a cancellation request, the Company will send a confirmation email to the Customer's email address on file. The confirmation shall include:

- The effective cancellation date
- The final billing date
- The hardware return deadline (if applicable, per Exhibit B)
- Instructions for exporting Customer Data prior to account closure

7.4 Price Protection (B2B / PACE Clause)

For organizational customers subscribing under a PACE or similar program:

- **Deployments of 200 residents or fewer:** Annual price increases shall not exceed the greater of (i) the Consumer Price Index (CPI) increase or (ii) five percent (5%).
- **Deployments of more than 200 residents:** Annual price increases shall not exceed the greater of (i) CPI plus two percent (2%) or (ii) seven percent (7%).

Most-favored-nation pricing is expressly excluded. Volume-based tier discounts and term-based discounts may be offered at the Company's discretion and documented in the applicable Order Form.

7.5 Consumer Compliance

The Company's auto-renewal and cancellation practices are designed to comply with applicable federal and state consumer protection laws, including but not limited to the Restore Online Shoppers' Confidence Act (ROSCA), Section 5 of the Federal Trade Commission Act, and the California Automatic Renewal Law (CA Bus. & Prof. Code §17600 et seq.).

SECTION 8: HARDWARE & INSTALLATION

The full Hardware & Installation terms are set forth in the Hardware & Installation Addendum (Exhibit B). Key provisions include:

8.1 Title and Ownership

All hardware provided by the Company in connection with the Services (including Apple Watch, YoLink sensors, HERO pill dispensers, and Family1st OBD-II monitors) remains the property of the Company. Hardware is loaned to the Customer as part of the subscription bundle and must be returned upon termination of the subscription.

8.2 Installation

Installation of hardware components shall be performed by Company-authorized personnel (including Tekumo Pro installation partners) or, where applicable, by the Customer following Company-provided installation instructions. Organizational customers are responsible for providing reasonable site access for installation activities.

8.3 Returns and Non-Return Fees

Upon termination or expiration of the subscription, Customer shall return all Company-provided hardware within the applicable return period specified in the Hardware & Installation Addendum (Exhibit B). Non-returned or damaged hardware will be charged at the invoice-backed replacement cost (as specified in the Replacement Cost Schedule, Exhibit B) plus a fifty-dollar (\$50.00) handling fee per shipment.

8.4 Replacement Cost Schedule

The following replacement costs are based on the Company's current procurement costs and are subject to change with notice:

B2C Bundle Components

- Apple Watch SE: \$399.00
- YoLink Toilet Sensor + Hub: \$109.00
- YoLink Motion Sensor: \$23.00
- Family1st OBD-II Monitor: \$35.00

B2B / PACE Bundle Components

- Apple Watch SE: \$399.00
- HERO Pill Dispenser: \$299.00
- YoLink Toilet Sensor + Hub: \$109.00
- YoLink Motion Sensor: \$23.00

8.5 Sanitation and Device Wipe

All returned hardware shall be subjected to the Company's sanitation and data wipe protocol before redeployment. The Company maintains chain-of-custody documentation for all device returns.

8.6 Third-Party Device Platform Dependency

The Services depend on third-party device platforms (Apple, HERO Health, YoLink, Family1st, and T-Mobile connectivity) that are outside the Company's control. Changes to third-party APIs, firmware, cloud platforms, telecom infrastructure, or vendor end-of-life decisions shall not constitute a breach by the

Company. The Company will use commercially reasonable efforts to maintain or substitute integrations affected by such changes.

SECTION 9: AVAILABILITY, MAINTENANCE, AND SLA

9.1 Uptime Commitment (B2B Only)

For organizational customers with active Order Forms (excluding pilot deployments), the Company targets ninety-nine percent (99.0%) monthly uptime for the production Services, calculated as:

$$\text{Uptime \%} = ((\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month}) \times 100$$

The following are excluded from downtime calculations: (a) scheduled maintenance windows with prior notice; (b) force majeure events; (c) downtime caused by Customer misuse or misconfiguration; and (d) outages caused by Third-Party Services (including Apple, YoLink, HERO Health, and connectivity providers).

9.2 Maintenance Windows

The Company reserves the right to perform scheduled maintenance. The Company will provide at least forty-eight (48) hours' prior notice for planned maintenance and will use reasonable efforts to schedule maintenance during non-peak hours. Unscheduled emergency maintenance may be performed without prior notice when necessary to address security vulnerabilities or critical system failures.

9.3 Service Credits (B2B Only)

If the Services fail to meet the uptime commitment in Section 9.1, eligible organizational customers may request service credits in accordance with the Service Credit Schedule (Exhibit C). Service credits are the sole and exclusive remedy for failure to meet uptime commitments. Credits are applied against future invoices and shall not exceed the total fees paid for the affected month. No cash refunds are provided.

SECTION 10: MONITORING CENTER

10.1 Launch Position

Monitoring center services are NOT included in the B2C subscription at launch. For B2B customers, monitoring center services are available only upon execution of a separate Monitoring Center Addendum (Exhibit G).

10.2 Activation Requirements

Activation of monitoring center services requires: (a) execution of the Monitoring Center Addendum; (b) operational readiness validation by the Company; and (c) confirmation of the monitoring center partner's capacity and availability. The monitoring center partner is identified in the applicable Monitoring Center Addendum (Exhibit G).

10.3 Liability Allocation

The monitoring center partner operates as a third-party service provider under its own terms of service and regulatory obligations. The Company is not responsible for the acts or omissions of the monitoring center partner. No implied emergency response commitments exist absent an executed Monitoring Center Addendum.

Alert failover from family/caregiver contacts to the monitoring center (where activated) follows the escalation chain defined in the applicable Monitoring Center Addendum.

SECTION 11: DATA PROCESSING, PRIVACY, AND SECURITY

11.1 Data Ownership and License

Customer retains all right, title, and interest in and to Customer Data. By using the Services, Customer grants the Company a non-exclusive, worldwide, royalty-free license to process Customer Data solely as necessary to provide and improve the Services in accordance with this Agreement and the Privacy Policy.

11.2 De-Identified and Aggregated Data

The Company may create De-Identified Data and Aggregated Data from Customer Data for the purposes of platform improvement, research, and analytics. De-identification is performed using the HIPAA Safe Harbor method or Expert Determination method, as applicable.

This use is enabled by default. Organizational customers may opt out of De-Identified Data usage by electing the opt-out provision in their Order Form. Opting out may reduce the quality of detection algorithms and the pace of platform improvements for the opting-out customer.

The Company does not sell Consumer Health Data.

11.3 Consumer Health Data (Non-HIPAA Track)

For data that constitutes Consumer Health Data but is not governed by HIPAA, the Company complies with the FTC Health Breach Notification Rule and applicable state consumer health data protection laws. The Company maintains a dual-track privacy framework addressing both HIPAA-governed and non-HIPAA consumer health data.

11.4 Subprocessor List and Change Notice

The Company maintains a published Subprocessor list and Third-Party Services list, accessible at remotehomecheck.com/legal/subprocessors. Subprocessors are vendors that process Customer Data on the Company's behalf. Third-Party Services are customer-enabled device and platform integrations governed by their own terms. The Subprocessor list includes:

PHI / Consumer Health Data Subprocessors

- Google Cloud (hosting, storage, logs)
- Snowflake (data warehouse, analytics) [not active at launch; will be added with required notice prior to activation]
- Twilio (SMS/voice communications)
- ElevenLabs (AI voice services) [not active at launch; will be added with required notice prior to activation]
- Operational Subprocessors (Scope-Dependent)
- Tekumo Pro (installation services)
- TechRescue (support/escalation)
- T-Mobile (connectivity/carrier)
- Stripe (payment processing)

Conditional Subprocessor

- Monitoring center partner (identified in Exhibit G at activation) — active only when Monitoring Center Addendum (Exhibit G) is executed

Third-Party Services and Integrations (Not Subprocessors)

The following are customer-enabled device and platform integrations governed by each provider's own terms of service:

- Apple (Watch / HealthKit)
- HERO Health (medication dispenser ecosystem)
- YoLink (sensor and cloud integration)
- Family1st (driving monitoring, B2C only)

The Company will provide at least thirty (30) days' advance notice before adding a new Subprocessor that processes Customer Data. Customers may raise objections to new Subprocessors within thirty (30) days of notice. If an objection cannot be resolved through good-faith discussion, the Customer may terminate the affected portion of the Services. Changes to the Third-Party Services list do not trigger the Subprocessor change notification process.

11.5 Security Exhibit

The security controls, incident response procedures, disaster recovery posture, and audit boundaries applicable to the Services are set forth in the Security Exhibit (Exhibit E), which is incorporated by reference.

SECTION 12: SECURITY

The detailed security provisions are set forth in the Security Exhibit (Exhibit E). Key provisions applicable to all customers include:

12.1 Security Controls

- Encryption of data in transit and at rest using industry-standard protocols
- Role-based access controls, audit logging, and key management
- Multi-tenant data architecture with appropriate data segregation

12.2 Incident Taxonomy and Notification

The Company classifies security events as follows:

- **Security Event:** An observable occurrence relevant to information security that does not necessarily indicate compromise.
- **Security Incident:** A Security Event that results in or reasonably indicates unauthorized access, use, or disclosure of data. Notification within seventy-two (72) hours.
- **Breach:** A Security Incident involving confirmed unauthorized access to or disclosure of Customer Data or PHI. Interim notification within twenty-four (24) hours for organizational customers with 200+ residents (if elected).

12.3 Disaster Recovery

The Company maintains disaster recovery capabilities with defined Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) for Core Services, as detailed in the Security Exhibit.

12.4 Audit and Assurance

The Company is pursuing SOC 2 Type II certification. Organizational customers may exercise audit rights as follows:

- One (1) audit per year for deployments of 200 residents or fewer
- Two (2) audits per year for deployments exceeding 200 residents
- Audits shall be scoped, conducted during business hours, at the requesting customer's expense, and subject to a mutual NDA
- The Company may provide pen test summaries and assurance artifacts in lieu of onsite access where reasonable

SECTION 13: INTELLECTUAL PROPERTY & INDEMNITIES

13.1 Company Intellectual Property

The Company retains all right, title, and interest in and to the Services, including all software, algorithms, Insight Score methodologies, user interfaces, documentation, and related intellectual property. Nothing in this Agreement transfers or licenses any Company intellectual property to the Customer except as expressly set forth herein.

13.2 Customer Content

Customer retains all right, title, and interest in Customer Data and any content submitted by Customer through the Services. Customer grants the Company a limited license to host, process, display, and transmit Customer Data solely as necessary to provide the Services.

13.3 IP Infringement Indemnity (B2B Only)

For organizational customers, the Company will defend, indemnify, and hold harmless the Customer against third-party claims alleging that the Services, as provided by the Company and used in accordance with this Agreement, infringe a valid United States patent, copyright, or trademark of such third party.

This indemnity does not apply to claims arising from: (a) modifications made by Customer; (b) Customer's use of the Services in combination with products or services not provided by the Company; (c) Customer's continued use after being notified of the alleged infringement; (d) use of Third-Party Services; or (e) Customer's breach of this Agreement.

SECTION 14: DISCLAIMERS, LIABILITY, AND RISK ALLOCATION

14.1 Disclaimers

DURING PILOT PERIODS, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

FOR ALL SUBSCRIPTION PERIODS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Without limiting the foregoing, the Company does not warrant: (a) that the Services will be uninterrupted, error-free, or secure; (b) that Observations or Insight Scores are medically accurate or suitable for any particular clinical decision; (c) that the Services constitute medical advice, emergency response, or clinical treatment; or (d) that Third-Party Services will perform as expected.

14.2 Limitation of Liability

The Company's liability under this Agreement is structured in three tiers:

Tier A: General Liability Cap

The Company's total aggregate liability for all claims arising under or related to this Agreement (excluding Tier B and Tier C matters) shall not exceed the greater of: (i) the total fees paid or payable by Customer during the twelve (12) months preceding the claim; or (ii) two hundred fifty thousand dollars (\$250,000). For organizational customers with deployments exceeding 200 residents, the cap may be adjusted by Order Form.

Tier B: PHI/Security Super-Cap

For claims arising from the Company's breach of its data protection or security obligations involving PHI or Consumer Health Data, liability per incident shall not exceed three (3) times the total fees paid or payable by Customer during the twelve (12) months preceding the incident, subject to a floor of five hundred thousand dollars (\$500,000) (the “Per-Incident Super-Cap”). The Company's aggregate liability for all Tier B claims in any twelve (12)-month period shall not exceed five (5) times the total fees paid or payable by Customer during the twelve (12) months preceding the first such claim (the “Annual Aggregate Super-Cap”). This super-cap excludes uninsurable regulatory penalties and fines imposed directly on the Company by a governmental authority.

Tier C: Carveouts

The limitations in Tiers A and B shall not apply to liability arising from the Company's gross negligence or willful misconduct. However, the Company's total aggregate liability for all Tier C claims shall not exceed five (5) times the total fees paid or payable by Customer during the twelve (12) months preceding the claim, subject to a floor of seven hundred fifty thousand dollars (\$750,000).

14.3 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 15: INSURANCE (B2B / PACE)

For organizational customers, the Company shall maintain the following insurance coverages during the term of the applicable Order Form:

- Commercial General Liability (CGL) insurance
- Errors and Omissions (E&O) / Professional Liability insurance
- Cyber/Privacy Liability insurance

The Company will provide certificates of insurance (COI) within five (5) business days of written request. Additional insured status shall be provided on the CGL policy only, subject to the Company's carrier's willingness to endorse.

The Company makes no promises regarding insurance coverage beyond its actual policy terms and endorsements.

SECTION 16: TERM, TERMINATION, AND SURVIVAL

16.1 Term

For B2C customers, the subscription term begins on the date of account activation and continues on a month-to-month basis until cancelled. For B2B customers, the subscription term is as specified in the applicable Order Form.

16.2 Suspension

The Company may suspend Customer's access to the Services: (a) for non-payment after reasonable notice and cure period; (b) if Customer is in material breach of the Acceptable Use Policy; or (c) as required by law or to protect the safety and integrity of the platform.

16.3 Termination

Either party may terminate this Agreement: (a) for material breach by the other party that remains uncured thirty (30) days after written notice; (b) if the other party becomes insolvent or files for bankruptcy; or (c) as otherwise specified in the applicable Order Form or Addendum.

16.4 Effects of Termination

Upon termination or expiration: (a) Customer's access to the Services will be discontinued; (b) Customer shall return all Company-provided hardware in accordance with Section 8.3; (c) the Company will make Customer Data available for export as specified in Section 17; and (d) all outstanding fees become immediately due and payable.

16.5 Survival

The following sections survive termination or expiration of this Agreement: Section 1 (Definitions), Section 11 (Data Processing), Section 13 (Intellectual Property), Section 14 (Disclaimers and Liability), Section 17 (Data Retention), Section 18 (Dispute Resolution), and Section 19 (General Provisions).

SECTION 17: DATA RETENTION, EXPORT, AND DELETION

17.1 Post-Termination Export

Following termination or expiration of the subscription, the Company will make Customer Data available for export for a period of thirty (30) days. After the export period, Customer Data will be deleted in accordance with the Company's data retention policies and applicable legal requirements.

17.2 Deletion Timelines

Customer Data deletion following the export period shall be completed within ninety (90) days, subject to: (a) legal hold or regulatory retention requirements; (b) BAA-specific deletion obligations where applicable; and (c) the Company's right to retain De-Identified and Aggregated Data.

17.3 Audit Retention

The Company retains security logs, audit trails, and incident records for the periods specified in the Security Exhibit and applicable law, regardless of account termination.

SECTION 18: DISPUTE RESOLUTION

18.1 B2C Dispute Resolution

For consumer customers, disputes shall be resolved as follows:

- **Step 1 — Notice:** The aggrieved party shall provide written notice to the other party describing the dispute in reasonable detail.
- **Step 2 — Good-Faith Negotiation:** The parties shall attempt to resolve the dispute through good-faith negotiation for a period of thirty (30) days from the date of notice.
- **Step 3 — Mediation (Optional):** If negotiation is unsuccessful, either party may propose non-binding mediation before a mutually agreed mediator.
- **Step 4 — Litigation:** If the dispute remains unresolved after the negotiation period, either party may elect non-binding mediation before a mutually agreed mediator, with costs shared equally. If mediation is declined or unsuccessful, either party may pursue the matter in a court of competent jurisdiction. Nothing in this section prevents either party from seeking relief in small claims court for eligible claims.

Nothing in this section prevents either party from seeking relief in small claims court for eligible claims.

No mandatory arbitration clause applies to consumer customers.

18.2 B2B Dispute Resolution

For organizational customers, disputes shall be resolved through escalating negotiation as follows:

- **Level 1:** Account manager and customer contact — fifteen (15) business days.
- **Level 2:** Senior management of both parties — fifteen (15) additional business days.
- **Level 3:** Litigation in the appropriate court.

18.3 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Fulton County, Georgia, subject to any venue overrides specified in an applicable Order Form.

SECTION 19: GENERAL PROVISIONS

19.1 Notices

All legal notices under this Agreement shall be in writing and delivered to:

Company (Notices): Remote Home Check, LLC, 200 Briarwood Lane, Canton, GA 30114, Attn: Legal Department, legal@remotehomecheck.com

Company (Service of Process): United States Corporation Agents, Inc., 5795 Vista Brook Dr, Suwanee, GA 30024 (Registered Agent for Remote Home Check, LLC)

Customer: At the address and/or email specified in the Customer's account or Order Form.

Notices are effective upon receipt if delivered by hand, one (1) business day after sending by overnight courier, three (3) business days after sending by certified mail, or upon confirmed delivery if sent by email.

19.2 Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets upon written notice to the other party.

19.3 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control, including but not limited to natural disasters, acts of government, pandemic, war, terrorism, labor disputes, internet or telecommunications failures, power outages, and outages or changes to Third-Party Services (including Apple, YoLink, HERO Health, Family1st, and connectivity provider platforms).

19.4 Entire Agreement

This Agreement, including all Addenda, Exhibits, Order Forms, and documents incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, and communications, whether oral or written.

19.5 Amendments

The Company may update these Master Terms from time to time. Material changes will be communicated with at least thirty (30) days' prior notice. Continued use of the Services after the effective date of any amendment constitutes acceptance of the amended terms. Organizational customers with active Order Forms will be governed by the terms in effect at the time of Order Form execution unless otherwise agreed in writing.

19.6 Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

19.7 No Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

19.8 Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the parties.

SECTION 20: EXHIBITS & ATTACHMENTS

The following Exhibits are incorporated into this Agreement by reference. Exhibits marked “Inactive” are framework documents that take effect only upon separate execution between the parties.

- **Exhibit A:** Acceptable Use Policy
- **Exhibit B:** Hardware & Installation Addendum (including Replacement Cost Schedule)
- **Exhibit C:** Service Credit Schedule
- **Exhibit D:** Subprocessor List (PHI-touching vs. business-only)
- **Exhibit E:** Security Exhibit
- **Exhibit F:** Pilot Agreement
- **Exhibit G:** Monitoring Center Addendum [Inactive unless executed]
- **Exhibit H:** HIPAA / Business Associate Agreement [Inactive unless executed]

[END OF MASTER TERMS OF SERVICE]

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed these Master Terms of Service as of the Effective Date.

REMOTE HOME CHECK, LLC

By: _____

Name: Jeffrey Hill

Title: Chief Executive Officer

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Organization (if applicable): _____