

MCERBERUS® END-USER LICENSE AGREEMENT (EULA)

REVISION DATE 2026.09.01

IMPORTANT NOTICE: PLEASE READ THIS END-USER LICENSE AGREEMENT CAREFULLY. BY PURCHASING, ACCESSING, INSTALLING, CONNECTING, ACTIVATING OR USING ANY MCERBERUS® PRODUCT OR SERVICE, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT INSTALL, ACCESS OR USE THE PRODUCTS OR SERVICES. THIS EULA CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, DATA AND SERVICE LIMITATIONS, AND EXCLUSIVE REMEDIES THAT FORM AN ESSENTIAL BASIS OF THIS AGREEMENT.

1. AGREEMENT AND SCOPE

This EULA is a legal agreement between You and Roth Technologies, LLC, including its subsidiaries, affiliates, and contractors acting on Our behalf (collectively "Roth Technologies," "Us," "We," or "Our"), regarding Your use of MCerberus® Products and Services. Unless You have another written agreement with Roth Technologies governing the applicable Products or Services, this EULA controls Your use.

Products and Services. For purposes of this EULA, "Products and Services" includes, as applicable, MCerberus® monitoring hardware, sensors, field devices, firmware, software, databases, hosted or cloud services, web portals, mobile or desktop interfaces, application programming interfaces (APIs), communications, alerts, analytics, algorithms, reports, documentation, and related services supplied or operated by Roth Technologies. References to "Software" include software and firmware components of the Products and Services.

The Products and Services may be used for HVAC systems, manufacturing machinery, industrial equipment, environmental monitoring, and other monitored assets or applications supported by Roth Technologies. We may update or modify this EULA from time to time as permitted by applicable law.

2. LIMITED LICENSE; LICENSED, NOT SOLD

Subject to Your compliance with this EULA and payment of applicable fees, Roth Technologies grants You a limited, personal, non-exclusive, non-transferable, non-assignable, and non-sublicensable right to use the applicable Products and Services for their intended business purpose. Software and firmware are licensed, not sold. You must lawfully acquire the Products and Services from Roth Technologies or an authorized source.

Except as expressly authorized in writing, You may not sell, rent, lease, sublicense, distribute, copy, modify, create derivative works from, circumvent access controls for, or permit unauthorized access to the Software, firmware, hosted services, APIs, algorithms, or documentation.

3. CUSTOMER RESPONSIBILITIES

You are responsible for proper selection, installation, configuration, connectivity, operation, inspection, and maintenance of the monitored equipment and of customer-controlled portions of the Products and Services. You are responsible for providing and maintaining suitable electrical power, network connectivity, Internet access, firewall configuration, email addresses and other notification destinations, and any third-party services required for operation.

You are responsible for verifying configuration values, contact information, notification recipients, monitored-unit assignments, limits, thresholds, and other customer-entered information. You must maintain qualified personnel and appropriate independent procedures for operating, inspecting, maintaining, and protecting the monitored equipment.

You agree to comply with applicable laws and regulations, including data protection and privacy requirements. You may not use the Products and Services unlawfully or in a manner that infringes third-party rights. To the extent permitted by law, You agree to defend, indemnify, and hold Roth Technologies harmless from third-party claims arising from Your actions, failure to act when required, unauthorized modifications, misuse, or content supplied by You.

4. MONITORING AND ANALYTICS ARE ADVISORY - NOT SAFETY OR CONTROL SYSTEMS

The Products and Services are monitoring, diagnostic, analytical, and notification tools. Unless a separate written agreement expressly states otherwise, they are not designed, certified, or intended to function as life-safety systems, emergency systems, protective control systems, machine-safety interlocks, fire or gas detection systems, or as the sole means of protecting persons, property, equipment, product, or processes.

Alerts, fault indications, scores, trends, predictions, classifications, and other analytical results are advisory information. They do not guarantee that a fault, unsafe condition, degradation, failure, or abnormal operating condition will be detected, correctly classified, reported, or reported within any particular time. The Products and Services do not replace qualified inspection, preventive maintenance, troubleshooting, operating procedures, alarms, controls, safety devices, or professional judgment.

You remain solely responsible for decisions and actions concerning the operation, shutdown, repair, maintenance, or continued use of monitored equipment.

5. DATA COLLECTION, HOSTING, AVAILABILITY, AND SERVICE LIMITATIONS

The Products and Services may transmit, receive, store, process, and analyze data using field devices, customer networks, the Internet, communications providers, servers, databases, hosted infrastructure, third-party services, and Roth Technologies back-

office processing. Any component in this chain may fail, become unavailable, experience delay, or produce incomplete or erroneous data.

Data may be delayed, missing, duplicated, corrupted, unavailable, or lost due to sensor or hardware failure, loss of power, network or Internet interruption, firewall or configuration changes, communications failures, server or database failure, software or firmware defects, maintenance, third-party service interruption, cyber events, or other causes. Back-office processing may also fail, be delayed, or operate on incomplete or stale data.

Unless Roth Technologies expressly agrees otherwise in a separately purchased written service-level agreement ("SLA"), Roth Technologies does not guarantee continuous availability, uninterrupted monitoring, data completeness, data retention, data recovery, alert delivery, uptime percentage, recovery time objective (RTO), recovery point objective (RPO), or any specific restoration or notification time. Roth Technologies will use commercially reasonable efforts to maintain and restore applicable hosted services.

Higher-availability, redundant, dedicated, customer-hosted, or other enhanced service configurations may be offered separately and are governed by the applicable written quotation, statement of work, or SLA.

6. ALERTS, EMAILS, AND NOTIFICATIONS

Alerts and notifications may depend on successful data acquisition, communications, analytics, third-party messaging or email services, customer network availability, correct recipient configuration, and successful delivery by external providers. Roth Technologies does not guarantee that any alert, email, push notification, text message, or other notification will be generated, transmitted, received, displayed, or acted upon within any particular time.

You are responsible for maintaining accurate notification destinations and for establishing independent procedures appropriate to the consequences of equipment failure or abnormal operation. A missing notification does not mean that monitored equipment is operating normally.

7. DATA RIGHTS AND USE

Customer Data. As between You and Roth Technologies, You retain Your rights in identifiable raw data and information supplied by You or generated from Your monitored equipment, subject to the rights granted in this EULA.

Processing Rights. You authorize Roth Technologies and its service providers to collect, transmit, host, store, reproduce, process, analyze, display, and otherwise use Customer Data as reasonably necessary to provide, maintain, secure, troubleshoot, support, and improve the Products and Services and to develop and validate monitoring and analytical methods.

Derived and Aggregated Information. Roth Technologies retains its rights in its software, firmware, algorithms, models, analytical methods, database structures, processing logic, reports and report formats, derived calculations, scores, classifications, and other technology. Roth Technologies may use aggregated or de-identified information that does not reasonably identify You or a specific customer to improve Products and Services, develop algorithms, perform statistical analysis, evaluate reliability, and develop new products and services, subject to applicable law and confidentiality obligations.

8. INTELLECTUAL PROPERTY AND PROTECTION OF ANALYTICAL TECHNOLOGY

The Products and Services and all associated intellectual property are owned by Roth Technologies and/or its licensors and are protected by United States and international intellectual-property laws. No ownership rights are transferred to You except for Your rights in Customer Data as stated above.

To the extent permitted by applicable law, You may not reverse engineer, decompile, disassemble, derive source code from, replicate, extract, benchmark for competitive replication, circumvent, or attempt to discover or reproduce proprietary algorithms, analytical methods, scoring logic, processing rules, database logic, firmware, APIs, or other non-public technology embodied in the Products and Services. You may not remove or alter proprietary notices or use Roth Technologies trademarks without authorization.

Roth Technologies may modify, replace, update, suspend, discontinue, or change Products, Services, features, algorithms, interfaces, data structures, and methods from time to time, subject to applicable contractual commitments.

9. USAGE, SECURITY, AND ACCESS CONTROL

The Products and Services may use customer codes, account identifiers, credentials, activation mechanisms, device identifiers, IP addresses, version information, usage records, and other technical information for authentication, authorization, billing, support, system administration, security, and anti-piracy purposes. You are responsible for protecting credentials and access codes and for activity performed using Your authorized accounts.

Internet connectivity may be required for some Products and Services. Loss or degradation of connectivity may prevent or impair access, monitoring, synchronization, analytics, alerts, or other functionality.

10. UPDATES; PRE-COMMERCIAL OR BETA PRODUCTS

Roth Technologies may provide updates, bug fixes, firmware changes, feature enhancements, configuration changes, or other improvements. Failure to install required updates or maintain compatible configurations may impair operation.

Pre-commercial, prototype, evaluation, or beta Products and Services may contain bugs, errors, incomplete features, or other problems and are provided on an “AS IS” basis for evaluation or testing. Unless expressly authorized in writing, such Products and Services are not intended for production use.

11. LIMITED AND RESTRICTED WARRANTY; DISCLAIMER

To the extent a written Roth Technologies warranty applies, properly installed Products and Services under normal use are intended to substantially conform to the applicable documentation during the stated warranty period. However, monitoring systems, software, firmware, communications, databases, and analytics may contain errors, experience interruptions, or produce incomplete or inaccurate results.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY EXPRESS WRITTEN WARRANTY PROVIDED BY ROTH TECHNOLOGIES, THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” ROTH TECHNOLOGIES DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CONTINUOUS AVAILABILITY, ERROR-FREE OPERATION, DATA PRESERVATION, ACCURACY OF ANALYTICAL RESULTS, AND SUCCESSFUL DELIVERY OF ALERTS OR NOTIFICATIONS.

Some jurisdictions do not allow certain warranty exclusions or limitations, so portions of this section may not apply to You.

12. OPEN-SOURCE AND THIRD-PARTY COMPONENTS

The Products and Services may contain or depend upon open-source software, third-party software, communications services, hosting services, weather or other data services, email or notification providers, operating systems, network services, or other third-party components. Such components may be subject to separate terms. To the maximum extent permitted by law, Roth Technologies is not responsible for outages, defects, changes, discontinuation, or failures caused by third-party services or components outside Roth Technologies’ reasonable control.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROTH TECHNOLOGIES OR ITS SUPPLIERS, LICENSORS, CONTRACTORS, OR SERVICE PROVIDERS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, PRODUCTION, PRODUCT, BUSINESS, USE, DATA, BUSINESS INFORMATION, EQUIPMENT AVAILABILITY, OR INTERRUPTION OF OPERATIONS, ARISING FROM OR RELATED TO THE PRODUCTS OR SERVICES, MONITORING RESULTS, DATA, ALERTS, ANALYTICS, OR THE INABILITY TO USE THEM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROTH TECHNOLOGIES’ AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS, SERVICES, OR THIS EULA WILL NOT EXCEED THE AMOUNT PAID BY YOU TO ROTH TECHNOLOGIES FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE APPLICABLE CONTRACT OR LICENSE PERIOD. This limitation applies regardless of the legal theory and regardless of the failure of the essential purpose of any limited remedy.

Nothing in this EULA excludes liability that cannot lawfully be excluded or limited, including any mandatory liability imposed by applicable law.

14. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and accompanying documentation are “commercial computer software” and “commercial computer software documentation” under applicable FAR and DFARS provisions. U.S. Government use, reproduction, release, performance, display, or disclosure is governed solely by this EULA except to the extent otherwise required by law.

15. EXPORT RESTRICTIONS

You must comply with applicable United States and other export-control and sanctions laws. You may not export, re-export, transfer, or provide access to the Products or Services in violation of applicable law or to prohibited persons, entities, destinations, or uses.

16. GENERAL

If You acquired the Products or Services in the United States, this EULA is governed by the laws of the State of Texas, without regard to conflict-of-laws principles, and applicable federal law. Subject to mandatory law, disputes will be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If mandatory local law requires otherwise, that law will apply to the extent required.

This EULA, together with any applicable quotation, order, statement of work, subscription terms, SLA, or other written agreement executed by Roth Technologies, constitutes the agreement governing the applicable Products and Services. If a separately executed written agreement expressly conflicts with this EULA, that written agreement controls to the extent of the conflict.

If any provision is held illegal, invalid, or unenforceable, it will be modified or limited to the minimum extent necessary and the remaining provisions will continue in effect. No waiver is effective unless in writing by the party against whom it is asserted. Failure to enforce a provision is not a waiver of future enforcement.