



About The VEMS Pilot Participant Agreement

Many thanks for agreeing to participate in the VEMS Pilot Programme.

This Pilot Participant Agreement is a legal document being executed between you and Vixen Electronics Ltd. ("Vixen") that outlines your obligations by participating in the VEMS Pilot Programme.

It is important for Vixen that you are comfortable with these terms. While it may not be exciting reading, you should read the entire agreement before you sign it. If you do not understand or agree to any part of the agreement, you should not sign this document and instead ask questions before completing it.

By signing this document, you are agreeing to all the provisions. Included in these terms is your agreement to:

- Actively use and evaluate the product or service being tested;
- Provide the types of feedback requested and respond to questions; Vixen values your time and will try to keep the feedback requests to once a week, in such a manner that it does not take more than 5 minutes of your time;
- Give Vixen Electronics all rights to use any feedback you submit;
- Not discuss on any media your views or impressions of the Pilot Programme;
- Not show the materials to others;
- Not share copies, pictures, or videos of any materials you receive in any form (including social media);
- Return any materials or hardware if requested.

Thank you! We look forward to your participation!



PILOT PARTICIPANT AGREEMENT

This Pilot Participant Agreement (“Agreement”) is entered into between _____ (“Participant”) and Vixen Electronics Ltd. (“Vixen”), and is effective as of the date of signature by the Participant.

Participant is an individual that desires to participate in VEMS (Vixen Electronics Monitoring System) Pilot Programme, which provides access to confidential materials, services, products, and features currently in development by Vixen. In exchange, Vixen will receive the benefit of Participant’s feedback and reports as a Pilot tester of VEMS materials, services, products, and features.

Vixen and Participant agree to the following:

1. **Pilot Test Material.** All materials, services, products, and features (including any related components, accessories, and documentation) provided by Vixen in connection with the Pilot Programme shall be referred to in this Agreement as the “Pilot Test Material.”
2. **License.** Vixen grants Participant a personal, non-exclusive, non-transferable license to use each Pilot Test Material solely for the purpose of Participant’s internal evaluation and testing of the Pilot Test Material for Vixen. The Pilot Test Material may not be disclosed (publicly or privately), sublicensed, sold, assigned, leased, loaned, or otherwise transferred by Participant to any third party, for any reason.
3. **Third Party Software.** The Pilot Test Materials may contain or use certain software that is owned by third parties (“Third Party Software”). Third Party Software is subject to terms and conditions other than those in this Agreement. Participant may view the relevant licenses and/or notices for such Third Party Software on their respective websites. A list of third party software can be provided upon request. As applicable, the terms of Participant’s use of the Third Party Software is subject to and governed by the applicable third party licenses and/or terms of service, except that the Sections “License”, “Disclaimer of Warranty” and “Limitation of Liability” of this Agreement also govern Participant’s use of the Third Party Software. Participant agrees to comply with the terms and conditions of the relevant Third Party Software licenses and/or terms of service.
4. **Vixen’s Obligations.**
 1. Vixen will deliver the Pilot Test Material to Participant at Vixen’s expense.
 2. Vixen will provide shipping return services for the Pilot Test Material at its own expense.
 3. Vixen will provide technical support for the Pilot Test Material.
 4. Vixen has no obligation to develop or provide any updates or revisions to the Pilot Test Material, and Vixen reserves the right to alter or adjust performance specifications for the Pilot Test Material as it deems necessary or desirable.
 5. Vixen will provide the instructions, safety information, warnings or cautions concerning the Pilot



Test Material.

5. Participant's Obligations and Representations.

1. Participant agrees to test and evaluate the Pilot Test Material as requested and described in any instructions provided by Vixen. Participant agrees to familiarize itself with the Pilot Test Material information, instructions and documentation provided by Vixen and to only use or test the Pilot Test Material as directed. Participant will promptly notify Vixen of any and all functional flaws, errors, anomalies, and problems directly or indirectly associated with the Pilot Test Material known to or discovered by Participant. Participant agrees to provide Vixen with such reports via the methods designated by Vixen and to promptly respond to any and all reasonable inquiries, questionnaires, surveys, and other test documents submitted to Participant by Vixen.
2. If Participant is a company or other entity, Participant shall designate to Vixen, an employee or representative who will serve as the single point of contact and who will be responsible for maintaining communication with Vixen. In addition, the address, where Participant will test the Pilot Test Material, will be provided to Vixen. If Participant changes either its contact person or address, it will promptly notify Vixen of such change.
3. Participants acknowledge that the Pilot Test Materials may monitor persons in range, which may include persons of all ages. Participants are solely responsible for ensuring that they provide the appropriate notice to and obtain consent from, in accordance with applicable law, all persons (or in the case of a person under the age of majority in the particular jurisdiction, appropriate parent or legal guardian) for whom information may be captured through the Pilot Test Materials. Please note that the VEMS sensors do not capture voice or image/video.
4. Participants agree, that as a condition of participation in the Pilot Programme, Vixen will have access to all monitoring data collected by any Vixen device in the Pilot Programme for the purposes of research and refining our service.
5. Participant agrees to return the Pilot Test Material in good condition (taking into account reasonable wear and tear) to Vixen within seven (7) days of Participant's receipt of Vixen's request to do so.
6. Any feedback, ideas, modifications, suggestions, improvements, and the like made by Participant with respect to the Pilot Test Material ("Supportive Information") will be the property of Vixen. Participant agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Supportive Information and the related intellectual property rights to Vixen. Vixen may disclose or use Supportive Information for any purposes whatsoever without any obligation to Participant.
7. Participant agrees to pay all incidental costs (such as, costs for Internet and phone services, accessories, cabling, etc.) associated with the testing of the Pilot Test Material and incurred during Participant's possession of the Pilot Test Material, unless otherwise agreed to in writing by both parties.
8. Participant represent that neither Participant nor any household member is: a) a member of the



press or any public newsgroup, or b) an employee or representative of any competitor of Vixen. “Competitor” means any person, firm, corporation, or other entity that provides products or services, or has any significant or material business, in either the home security or smart home industries.

9. Participant agrees to be bound by any additional terms and guidelines in Vixen’s Website Terms of Service (available at www.Vixenelectronics.uk/legal), including any community guidelines and/or prohibited use, in connection with any user forums available or accessible during the Pilot Programme.

6. Confidentiality

1. Participant acknowledges that as a Pilot tester, Participant, the members of Participant’s household, friends, relatives, nominated contacts, or Participant’s employees (as applicable, “Recipients”), may have access to, and Vixen may disclose to Participant, certain valuable information belonging to and relating to Vixen which Vixen considers confidential, including, but not limited to, information concerning the Pilot Test Material, the Pilot Test Material’s trademark(s) and trade name(s), computer programs, user manuals, sales and marketing plans, business plans, processes, and other trade secrets (“Confidential Information”). Participant shall ensure that Participant and all Recipients, use the Confidential Information solely for testing purposes and shall not disclose, without Vixen’s written consent, such Confidential Information to third parties, share in any kind of media, or use such Confidential Information for their own benefit or for the benefit of third parties.
2. If Participant is a company or other entity, Participant shall disclose Confidential Information only to those of its employees who need to know such information for the purpose of testing Vixen’s products and services, and who are subject to written obligations of confidentiality.
3. Participant acknowledges that the Pilot Test Material contains Confidential Information developed or acquired by Vixen and that all right, title and interest therein and in other Vixen Confidential Information remain vested in Vixen. Participant shall not, and shall ensure that all Recipients do not, disclose that it is evaluating or testing or has evaluated or tested the Pilot Test Material (or the results of such testing) to any third party without Vixen’s prior written consent, including but not limited to disclosure over social media. In addition, Participant agrees to treat any communications and reports prepared under this Agreement as Confidential Information and will not divulge the existence or content of such communications or reports to any third party without Vixen’s prior written consent.
4. This Agreement shall impose no obligation of confidentiality upon Participant with respect to any portion of the Confidential Information which:
 - (i) now or hereafter, through no act or failure to act on Participant’s part, becomes generally known or available;
 - (ii) is known to Participant at the time Participant receives same from Vixen as evidenced



by written records;

- (iii) is hereafter furnished to Participant by a third party as a matter of right and without restriction on disclosure.

7. Proprietary Rights; No Right to Copy, Modify, or Disassemble.

1. The Pilot Test Material provided by Vixen and all copies thereof, are proprietary to and the property of Vixen. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Pilot Test Material are and will remain vested in Vixen and Participant shall have no such intellectual property rights in the Pilot Test Material.
 2. Participant may not, and shall prevent all Recipients from attempting to, copy or reproduce the Pilot Test Material without Vixen's prior written consent, except as reasonably needed to perform its obligations hereunder. Participant may not, and shall prevent all Recipients from attempting to, copy or reproduce any software or documentation provided by Vixen, without Vixen's prior written consent, except as is reasonably needed to perform Participant's obligations under this Agreement. Each permitted copy of software or documentation must contain Vixen's proprietary and copyright notices in the same form as on the original. Participant shall not remove or deface any portion of any legend provided on any part of the Pilot Test Material.
 3. Participant agrees to secure and protect the Pilot Test Material in a manner consistent with the maintenance of Vixen's rights therein and to take appropriate actions by instruction or agreement with any of its employees or agents.
 4. Participant shall not, and shall prevent all Recipients from attempting to, reverse engineer, alter, modify, disassemble or decompile the Pilot Test Material, or any part thereof, without Vixen's prior written consent.
8. **Disclaimer of Warranty.** By its nature, the Pilot Test Material may contain errors, bugs and other problems that could cause system failure and the testing and quality assurance of the Pilot Test Material may not yet be completed. Participant acknowledges and agrees that the Pilot Test Materials may contain, in Vixen's sole discretion, more or fewer features or different licensing terms than subsequent commercial release versions. Because the Pilot Test Material is subject to change, Vixen reserves the right to alter the Pilot Test Material at any time, and any reliance on the Pilot Test Material is at Participant's own risk. Without limiting any disclaimer of warranty or other limitation stated herein, Participant agrees that any Pilot Test Materials are not considered by Vixen to be suitable for commercial use, and that they may contain errors affecting their proper operation. PARTICIPANT ACCEPTS THE PILOT TEST MATERIAL "AS IS." VIXEN MAKES NO WARRANTY OF ANY KIND REGARDING THE PILOT TEST MATERIAL. VIXEN HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS. NEITHER



VIXEN NOR ITS LICENSORS WARRANT THAT THE PILOT TEST MATERIALS OR THE THIRD PARTY SOFTWARE WILL MEET PARTICIPANT'S REQUIREMENTS, THAT THE OPERATION OF THE PILOT TEST MATERIALS OR THE THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PILOT TEST MATERIALS WILL BE CORRECTED.

9. Term and Termination.

1. The term of this Agreement shall begin on the date set forth above (or, if no date is given, then the later of the dates each party accepted this Agreement by written signature) and shall continue until terminated as set forth below. Upon termination of this Agreement for any reason, the obligation to protect Confidential Information shall survive such termination.
2. This Agreement shall terminate upon ten (10) days prior written notice by either party.
3. Upon termination of this Agreement, Participant agrees to (a) return the Pilot Test Material, sensor and all copies thereof to Vixen, if requested by Vixen in writing to do so, within seven (7) days after such termination, or (b) if requested by Vixen to do so, certify to Vixen in writing that the Pilot Test Material, sensor and all copies thereof have been destroyed, or (c) purchase the subscription to the VEMS service, in which case Participant may keep the sensor free of charge. The provisions of, and the obligations of the parties under, Sections 5, 6, 7, 8, 9 and 10, and any other provisions that would normally survive, shall survive the termination of this Agreement.

10. Limitation of Liability. IN NO EVENT SHALL VIXEN BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY GENERAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE PILOT TEST MATERIAL OR THE TRANSACTIONS CONTEMPLATED HEREIN, EVEN IF VIXEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. **Waiver.** A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
12. **Assignment; Severability.** Participant shall not assign any rights or delegate any obligations under this Agreement, by operation of law or otherwise, without Vixen's prior written consent; any attempted assignment shall be null and void and shall result in the termination of this Agreement. If any part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of England and Wales.
14. **Entire Agreement.** This Agreement represent the entire agreement between the parties regarding the subject matter hereof and supersede any and all prior agreements between the parties, whether



written or oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by the written acceptance of both parties.

IN WITNESS WHEREOF, the Participant agrees to the terms of this Agreement effective as of the date of this acceptance.

PARTICIPANT Signature	
Participant Name (Print)	
Date	