Lunar Energy Installer App Terms of Service

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Welcome, and thank you for your interest in Lunar Energy Limited ("**Lunar Energy**," "**we**," or "**us**"), our downloadable application called Lunar Installer (the "**Application**"), and related services provided by us (collectively, the "**Service**"). These Terms of Service are a legally binding contract between you and Lunar Energy regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING LUNAR ENERGY'S PRIVACY POLICY (TOGETHER, THESE "**TERMS**"). IF YOU ARE NOT ELIGIBLE (SEE SECTION 2 BELOW), OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND LUNAR ENERGY'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY LUNAR ENERGY AND BY YOU TO BE BOUND BY THESE TERMS.

1. Service Overview; Devices.

1.1 **Generally**. The Service enables you to connect to one or more compatible devices (each, a "**Device**"). Depending on the Device, the Service may enable you to commission, service, test, configure, troubleshoot, swap, or decommission such Devices. Available Devices and features are indicated within the Service. The Service may enable you to communicate with Lunar Energy's support team to help diagnose or resolve issues with the Device. You may only use the Service to connect to a Device with prior authorization from the owner or manager of the Device.

1.2 **High-Risk Activities**. You acknowledge that the Service is not designed or intended for activities where use or failure of the Service or a Device could lead to death, personal injury, or environmental damage (collectively, "**High-Risk Activities**"). You must not use the Service for High-Risk Activities, and Lunar Energy will not be liable for use of the Service for High-Risk Activities.

2. Eligibility. You must be at least 18 years old to use the Service, and authorized by an Installer (defined below) to use the Service on their behalf. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service due to non-compliance with these Terms; (c) your access to and your use of the Service is in compliance with any and all applicable laws and regulations; and (d) you are currently engaged by an Installer and authorized by such Installer to access and use the Service on their behalf. Lunar Energy retains the right to revoke your access to and authorization to use the Service at any time and for any reason.

3. Accounts and Registration. To access the Service, you must have an account for the Service. An account will be provisioned to you by or on behalf of an installer of a Device who is authorized

by us to install, commission, decommission, or otherwise service such Device ("**Installer**"). You agree that the information you provide to us or an Installer in connection with the Service or your account is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. You are solely responsible for maintaining the confidentiality of your access credentials for the account, and you accept responsibility for all activities that occur under your account. You may not allow any third party to access the Service via your account. If you believe that your account is no longer secure, then you should immediately notify us at support@lunarenergy.com.

4. Licenses

4.1 **Limited License**. Subject to your complete and ongoing compliance with these Terms, Lunar Energy grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of the Application on a mobile device that you own or control; and (b) access and use the Service.

4.2 **License Restrictions**. Except and solely to the extent such a restriction is impermissible under applicable law, or as Lunar Energy may otherwise permit you, in writing, to, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service, including without limitation by submitting portions of the service (e.g., screen shots) to generative artificial intelligence offerings such as ChatGPT or Claude; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.

4.3 Feedback. We respect and appreciate the thoughts and comments from our users If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Lunar Energy an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

5. Ownership; Confidential Materials.

5.1 **Ownership**. The Service is owned and operated by Lunar Energy or its affiliates. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Lunar Energy ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of Lunar Energy or its third-party licensors. Except as expressly authorized by Lunar Energy, you may not make use of the Materials. There are no implied licenses in these Terms and Lunar Energy reserves all rights to the Materials not granted expressly in these Terms.

5.2 **Confidential Materials**. You acknowledge that any documentation, instructions, or other Materials or information that are made available to you through or in connection with the

Services (collectively, "**Confidential Materials**") are confidential to Lunar Energy, and you agree not to use or share such Confidential Materials other than as necessary to commission, service, test, configure, troubleshoot, swap, or decommission Devices as permitted under Section 1 of these Terms.

6. Third-Party Terms

6.1 Third-Party Offerings and Linked Websites. Lunar Energy may provide tools through the Service that enable you to export information, including Your Data, to third-party offerings ("**Third-Party Offerings**"), including through features that allow you to link your account on the Service with an account on the Third-Party Offering. By using one of these tools, you hereby authorize Lunar Energy to transfer that information to or from the applicable Third-Party Offering. Third-Party Offerings are not under Lunar Energy's control, and, to the fullest extent permitted by law, Lunar Energy is not responsible for any Third-Party Offering's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Lunar Energy's control, and Lunar Energy is not responsible for their content. Please be sure to review the terms of use and privacy policy of any Third-Party Offerings before you share any of Your Data or your information with such Third-Party Offerings. Once information has been shared with the Third-Party Offering, Lunar Energy will have no control over the information that has been shared.

6.2 Third-Party Software. The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

7. Your Data

7.1 **Your Data Generally**. Certain features of the Service may collect data about the Device, its use and operation, data about your use of the Service, and user content such as in-app messages, system reports, job data, or other content provided by you to the Service (collectively, "**Your Data**"). You hereby grant Lunar Energy a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to collect, use, copy, store, disclose, transmit, transfer, publicly display, modify, create derivative works from, or otherwise process (collectively, "**Process**") Your Data: (a) as necessary to provide the Services and support, (b) as required by applicable law, (c) as otherwise disclosed in our Privacy Policy, (d) to improve our Services or other products and services, and (e) for any other lawful business purpose.

7.2 **Representations and Warranties Regarding Your Data**. You represent and warrant that you have made all disclosures, provided all notices, and have obtained all rights, consents and permissions necessary for Lunar Energy to Process Your Data as set forth in these Terms without violating or infringing any applicable laws, third-party rights, or terms or policies that apply to Your Data.

Lunar Energy disclaims any and all liability in connection with Your Data. You are solely responsible for Your Data and the consequences of making Your Data available via the Service.

8. Communications

8.1 **Push Notifications**. When you install the Application on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device's "settings" page.

8.2 **Email**. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

9. Prohibited Conduct. BY USING THE SERVICE, YOU AGREE NOT TO:

9.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;

9.2 use the Services with any Device in a manner for which you do not have all necessary permissions and consents to do so;

9.3 violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

9.4 access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Lunar Energy;

9.5 submit any portion of the Service or any screenshot or image of the Service to any generative artificial intelligence offerings such as ChatGPT or Claude;

9.6 interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

9.7 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

9.8 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, or accessing any other Service account without permission;

9.9 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 5 (*Ownership; Proprietary Rights*)) or any right or ability to view, access, or use any Materials; or

9.10 attempt to do any of the acts described in this Section 9 (*Prohibited Conduct*) or assist or permit any person in engaging in any of the acts described in this Section 9 (*Prohibited Conduct*).

10. Modification of Terms. We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should discontinue your use of the Service. Except as expressly permitted in this Section 10 (*Modification of Terms*), these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

11. Term, Termination, and Modification of the Service

11.1 **Term**. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 11.2 (*Termination*).

11.2 **Termination**. If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Lunar Energy may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time by following the account deletion procedure in the Service or by contacting customer service at support@lunarenergy.com.

11.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; and (c) Sections 4.3 (*Feedback*), 5 (*Ownership; Proprietary Rights*), 7 (Your Data) 11.3 (*Effect of Termination*), 12 (*Indemnity*), 13 (*Disclaimers; No Warranties by Lunar Energy*), 14 (*Limitation of Liability*), and 15 (*Miscellaneous*) will survive. You are solely responsible for retaining copies of Your Data, since upon termination of your account, you may lose access rights to Your Data. Lunar Energy may retain and use Your Data even after termination of your account or these Terms, as permitted by applicable law and as disclosed in our Privacy Policy. If your account has been terminated for a breach of these Terms, then you are prohibited from accessing the Service via a different account on the Service.

11.4 Modification of the Service. Lunar Energy reserves the right to modify, discontinue, or update all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Lunar Energy will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. The Services may be updated with or without notice to you, and you consent to

such updates. You should retain copies of Your Data so that you have permanent copies in the event the Service is modified in such a way that you lose access to Your Data via the Service.

12. **Indemnity**. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Lunar Energy, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Lunar Energy Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

13. Disclaimers; No Warranties by Lunar Energy

13.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. LUNAR ENERGY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. LUNAR ENERGY DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND LUNAR ENERGY DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

13.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR LUNAR ENERGY ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE LUNAR ENERGY ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), THE DEVICES, OR ANY LOSS OF DATA, INCLUDING YOUR DATA.

13.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 13 (*DISCLAIMERS; NO WARRANTIES BY LUNAR ENERGY*) APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Lunar Energy does not disclaim any warranty or other right that Lunar Energy is prohibited from disclaiming under applicable law, but any such rights or warranties will be limited to the shortest legally permitted period.

14. Limitation of Liability

14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE LUNAR ENERGY ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY LUNAR ENERGY ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

14.2 TO THE FULLEST EXTENT PERMITTED BY LAW THE AGGREGATE LIABILITY OF THE LUNAR ENERGY ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO US$100.

14.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 (*LIMITATION OF LIABILITY*) WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Miscellaneous

15.1 **General Terms**. These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Lunar Energy regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to Your Data, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

15.2 **Governing Law**. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Lunar Energy submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for resolution of any lawsuit or court proceeding permitted under these Terms.

15.3 **Privacy Policy**. Please read the Lunar Energy Privacy Policy (the "**Privacy Policy**") carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Lunar Energy Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

15.4 **Additional Terms**. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

15.5 Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

15.6 **Contact Information**. The Service is offered by Lunar Energy Limited. You may contact us by sending correspondence to 755 Ravendale Drive, Mountain View, CA 94043 or by emailing us at support@lunarenergy.com.

15.7 **No Support**. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to any published policies.

15.8 **International Use**. The Service is intended for users located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

16. Notice Regarding Apple. This Section 16 (*Notice Regarding Apple*) only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Lunar Energy only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a

third-party beneficiary of these Terms. You hereby represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.