

WQTS EULA (End-User License Agreement)

Updated: September 1, 2020

This Mobile Application End User License Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and Water Quality & Treatment Solutions, Inc. (“**WQTS**”). This Agreement governs your use of the WQTS mobile application for Apple iOS or Google Android operating systems (including all related documentations, the “**Application**”).

Subject to terms of this Agreement, WQTS grants you a limited, non-exclusive, and non-transferable license to download, install, and use the Application for your personal, non-commercial use of one or more mobile devices owned or otherwise controlled by you strictly in accordance with the Application’s documentation. By downloading/installing/using the Application, you (a) acknowledge that you have read and understand this agreement, (b) represent that you are of legal age to enter into a binding agreement, and (c) accept this agreement and agree that you are legally bound by its terms. If you do not agree to these terms, do not download/install/use the Application.

1. Restrictions on Use. You shall use the Application strictly in accordance with the terms of the related agreements and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Application; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the Application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of WQTS or its affiliates, partners, suppliers or the licensors of the Application; (e) use the Application for any revenue generating endeavor commercial enterprise, or other purpose for which it is not designed or intended; (f) use the Application to send automated queries to any website or send any unsolicited commercial email ; or (g) use any proprietary information or interfaces of WQTS or other intellectual property of WQTS in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Application.

2. Termination of License. WQTS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Application (or any part thereof) with or without notice. You agree that WQTS shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Application. WQTS reserves the right to change, limit usage of, terminate, or charge for continued usage of the Application (of course require you to opt in before incurring any charges) at any point in time.

3. Infringement Acknowledgement. Both you and WQTS acknowledge and agree that, in the event of a third-party claim that your possession or use of the Application infringes on any third-party's intellectual property rights, You (and NOT WQTS) will be responsible for the investigation, defense, settlement, and discharge of any such claim of intellectual property infringement.

4. Disclaimer of Warranties. You acknowledge and agree that the Application is provided on an "As is" and "As available" basis, and that your use of or reliance upon the application and any third-party content and services accessed thereby is at your sole risk and discretion. WQTS hereby disclaims any and all representations, warranties, and guarantees regarding the Application and third-party content and services, whether express, implied, or statutory, and including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Furthermore, WQTS makes no guarantee that:

- i. The Application or third-party content and services will meet your requirements.
- ii. The Application or third-party content or services will be uninterrupted, accurate, reliable, timely, secure, or error-free.
- iii. The quality of any products, services, information or other material accessed or obtained by you through the application will be as represented or meet your expectations or;
- iv. Any errors in the application or third-party content and services will be corrected.

5. Limitation of Liability. To the fullest extent permitted by applicable law, in no event will WQTS or its affiliates, or any of its or their respective licensors or service providers, have any liability for damages arising from or related to your use of or inability to use the Application. The foregoing limitations will apply

whether such damages arise out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or WQTS was advised of the possibility of such damages.

6. Indemnification. You agree to indemnify, defend, and hold harmless WQTS and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that WQTS assumes no responsibility for the content you submit or make available through this Application.

7. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

8. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of California, USA, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Los Angeles County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

9. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and WQTS with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

10. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict

between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.