**Pilot Terms & Conditions**

These Pilot Terms and Conditions (these “terms” or this “Agreement”) is made between you (either an individual or, if you are using the LVT on behalf of an entity, that entity) and Home View Technologies, Inc. dba LiveView Technologies (“LVT”). It governs your access to and use of LVT’s services, hardware, products, software, and website (the “Services”).

If your Pilot Request Form contains additional terms and conditions, then those terms and conditions govern to the extent they conflict with any of these terms. If you are agreeing to these terms on behalf of an entity, you represent that you have the authority to bind that organization, otherwise you must not sign up for the Services.

**Terms of Use**. These pilot terms and conditions (the “Terms”) constitute the sole and entire agreement of you and LVT with respect to the evaluation of the Services and supersede all prior contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any general terms and conditions of sale or any other document issued in connection with the use of the Services.

**Access to LVT Platform**. You will be provided with access to and use of the LVT Platform for the intended purpose, and for no other purpose, in accordance with these Terms.

**Conclusion of Pilot Period**. For a period of 60 days following the Pilot Period, LVT will maintain any of your content, data, or information. If you desire to continue use of the LVT Platform after the Pilot Period, you shall separately execute and deliver LVT’s standard Master SaaS and Service Level Agreement.

**Definitions**. As used in these Terms:

“LVT Platform” The LVT cloud-based security platform, including but not limited to the LVT command center, offered as a software-as-a-service by LVT to its customers, including any proprietary code and any third-party software imbedded therein.

“Intended Purpose” means the use of the LVT Platform and Services to enable a customer to Detect, Deter and Defend their property. LVT does not provide Security; rather LVT is providing you with services and equipment that allow you to operate and maintain your own security services.

“Pilot Period” means the 30-day period commencing on the date of installation of your security unit.

**Restrictions on Use**. You shall not (a) demonstrate, copy, sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the LVT Platform to any third party; (b) publish or otherwise disclose information relating to the performance, quality, or capability of the LVT Platform to any third party without written approval from LVT; (c) modify, reuse, disassemble, decompile, reverse engineer or otherwise translate any software contained within the LVT Platform or any portion thereof; (d) create derivative works based on the LVT Platform; or (e) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by LVT or in the LVT Platform.

**Legal Compliance**. You and LVT shall each comply with all applicable laws and regulations with respect to the use of the LVT Platform. LVT may suspend your access to the LVT Platform, in its sole discretion, for: (i) use of the LVT Platform in a way that violates applicable laws and regulations or these Terms, or (ii) any instance of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

**Intellectual Property**. LVT owns and shall retain all right, title and interest in and to all intellectual property rights embodied in and appertaining to the LVT Platform, including, without limitation, all such rights in the software and content, together with all improvements, enhancements, developments, derivative works, and other modifications thereto. As between you and LVT, you will own and retain all rights to its own materials and previously existing intellectual property, including confidential and proprietary information and data.

**Data**. Any data, records, materials, and other information provided by or on your behalf, including, without limitation, any of your preexisting materials, and any and all compilations, reports, analyses, extractions or copies of such data created or received by LVT under this Pilot, including any data, records, materials and information derived from your data, are your sole property and your Confidential Information. LVT will not collect, store, manipulate or otherwise use your data except as necessary to perform its obligations under this Pilot. LVT will not collect, store, manipulate or otherwise use your data except as necessary to perform its obligations under this Pilot. LVT will provide your data to you when requested by you at no cost in the form and format as requested by you and to securely destroy your data, including any copies, immediately upon the termination or expiration of this Pilot or at your request. Except as otherwise provided in these Terms and Conditions, LVT shall not: (1) authorize or permit any disclosure of any of your data except as authorized under these Terms and Conditions; (2) retain any of your data; (3) copy, duplicate or otherwise reproduce in any manner your data or any portion of the information contained in or derived from your data; or (4) aggregate, reverse-compile, reverse engineer or otherwise use your data, even if such aggregation, collection, data manipulation or use is anonymous, used for statistical purposes, or otherwise.

**Representations and Warranties**. LVT represents and warrants to you that it holds all rights necessary to grant the license set forth herein and to provide the LVT Platform as contemplated by these Terms. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE LVT PLATFORM IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. LVT MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LVT PLATFORM, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LVT’S SERVICES, PLATFORM AND EQUIPMENT DO NOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR ALERT. LVT MAKES NO GUARANTY THAT THE SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM AND DOES NOT UNDERTAKE ANY RISK OF LOSS OF PROPERTY OR INJURY.

**Limitations of Liability**. To the extent permitted by law, in no event shall either you or LVT be liable for any indirect, punitive, or consequential damages, including loss profits or business opportunities.