

MAPEI IOS END USER LICENSE AGREEMENT

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1. Governing Documents. This Agreement incorporates by reference: (a) the Terms of Use for the MAPEI website at www.mymapeheat.com; (b) the MAPEI Privacy Policy at www.mapei.com and www.mymapeheat.com (the "MAPEI Privacy Policy"); and (c) any usage guidelines posted by MAPEI at www.mapei.com (collectively, "Governing Documents"). By using the Software, you agree to be bound by the Governing Documents. Your purchase and use of any product (the "Product") which is monitored or controlled by the Software in any manner is governed by MAPEI's limited warranty, the terms of which are provided with such Product. This Agreement does not govern your purchase of the Product.

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6. Personal Information. You acknowledge and agree that by using the Software, MAPEI may receive certain information about you, including personal information, and MAPEI may collect, use and disclose such information in accordance with the MAPEI Privacy Policy.

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ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE, OR (iv) THE SOFTWARE DOES NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

(b) LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE MAPEI PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LOSS OF PROFIT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE MAPEI PARTIES OR ANY OF THEM HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL MAPEI'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO MAPEI FOR USE OF THE SOFTWARE. CERTAIN STATE AND PROVINCIAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AND IF YOU RESIDE IN SUCH STATE OR PROVINCE, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

7. Indemnification. You agree to indemnify and hold the MAPEI Parties harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable legal fees and disbursements, resulting from or arising out of your: (a) use of the Software; (b) violation of this Agreement or any law or regulation; or (c) violation of any rights of another party.

8. Termination. This Agreement is effective until terminated by you or MAPEI. Your rights under this Agreement shall terminate automatically without notice from MAPEI if you violate any of the terms of this Agreement. Upon termination of this Agreement, all rights granted to you under this Agreement shall immediately terminate, but all other provisions shall survive termination.

9. Changes to Software. MAPEI reserves the right to modify or discontinue, temporarily or permanently, the Software or any product or service to which it connects, with or without notice and without liability to you. MAPEI may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software or related services ("Updates"). MAPEI may further develop Updates that require installation by you before you continue to use an Application or related services.

10. Legal Compliance. You represent and warrant that you are not: (a) 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) listed on any U.S. Government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals List.

11. U.S. Government Entities. This section applies to access to or use of the Software by a branch or agency of the United States Government. The Software consists of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualifies as "commercial items" as defined in 48 C.F.R. 2.101. The Software is provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in this Agreement with respect to the Software, and any use of the Software by the United States Government constitutes: (i) agreement by the United States Government that that the Software is "commercial computer software" and "commercial computer software documentation" as defined in this section; and (ii) acceptance of the rights and obligations herein.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the United States federal laws and the laws of the State of Florida, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

13. Agreement to Resolve Disputes. Notwithstanding anything to the contrary, you and MAPEI may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute. In the event of any litigation arising from or relating to this Agreement in which a court of competent jurisdiction determines that you have breached this Agreement, you will promptly reimburse MAPEI for its costs and expenses (including, without limitation, reasonable attorney and

paralegal fees and court costs) incurred in connection with all litigation, whether at the trial or appellate level, together with any and all other relief, at law or in equity, to which MAPEI may be entitled as determined by that court. Any action, proceeding or litigation arising from or in connection with this Agreement will be adjudicated in federal or state court in Broward County, Florida and the parties hereby submit to the exclusive venue and jurisdiction of that court for purposes of any such action and waive any objections to the venue and jurisdiction of that court. The parties waive all rights to a jury trial.

14. General. This Agreement constitutes the entire agreement between you and MAPEI concerning your access to and use of the Software. It supersedes any prior or contemporaneous agreements between you and MAPEI with respect to such subject matter. This Agreement may not be amended except in a writing executed by an authorized representative of each party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. You may not assign any of your rights or obligations under this agreement to another party without the express written consent of MAPEI. The failure of MAPEI to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. It is the express wish of the parties that this Agreement and all related documents be drawn up in English. The parties acknowledge that this Agreement is concluded between you and MAPEI only, and not with Apple, and Apple is not responsible for the Software and the Contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software. MAPEI, not Apple, is responsible for addressing any claims from you or any third party relating to the Software or your possession and/or use of the Software, including, but not limited to, product liability claims, any claim that the Software fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and Apple shall have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary hereof. MAPEI, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to the Software.