

TERMS OF USE FOR PINTSIZE CLOUD

These Terms of Use (“TOUs”) apply to Pintsize Cloud (the “Service”), a software-as-a-service (“SaaS”) offered by PINTSIZE ME LLC, a Louisiana limited liability company (the “Company,” or “we,” or “us”). By using the Service, any customer, user, or subscriber of the Service (the “User,” or “you,” or “your”) hereby agrees and is subject to these TOUs, regardless of other or additional terms or conditions that may conflict or contradict these TOUs in any purchase order, document or other communication. Preprinted terms and conditions on any other documents and/or the Company’s failure to object to conflicting or additional terms will not change or add to these TOUs.

The Company sells custom-made expansion boards, which include but are not limited to Raspberry Pi adapters, USB adapters, non-Raspberry computing devices, some serial-to-TCP options, and the Company is also working on new offerings that raise the design level of the appliance to a rackmount piece of network equipment (collectively, the “Hardware”) that are designed to connect with residential electricity generators and provide monitoring and performance feedback via the use of open-source software called GenMon (the “Software”). The Hardware and Software are referred to herein as the Company’s “Products”. More specifically, the Software is based and relies on open-source software called GenMon.

The Service connects with the Products and provides you with an online dashboard (the “Dashboard”) that has data readings as related to your generator. From the Service and its Dashboard, you can issue commands to start and stop your generator and clear error messages, if such options are supported by your specific generator. The Service can also send you notifications for subscribed events (such as notifications of the generator starting, any generator errors, and updates that may be available) without needing to configure these messages directly in the Software. Note, the Service is meant to be a cloud-based convenience and not intended to be a primary or sole access method to your generator’s information and settings.

More specifically, the Service communicates with GenMon through the use of our custom PintSize Cloud Client allowing you to view the most important information from GenMon and issue supported commands on a secure publicly accessible webpage. As such, the Company hereby defines and discloses the following:

- **GenMon** is an open-source software created and maintained by a third party that has no affiliation with the Company, but required for reading data from and issuing supported commands to supported generators (including but not limited to Generac, Briggs & Stratton, and others).
- **PintSize Cloud** is our Service, currently hosted on Microsoft Azure. The Company reserves the right to change the online platform that hosts our Service.
- **PintSize Cloud Client** typically runs at the generator’s location in the same computing environment as GenMon and performs the synchronization between the

PintSize Cloud and GenMon without requiring any network configurations (such as opening public ports) or the use of VPN, Tailscale, ngrok, or similar technologies.

Dependencies and Limitations. Our Service depends upon proper operation of all of the following:

- Your generator and its manufacturer's onboard controller;
- Your network and Internet connections to the device running GenMon;
- Your hardware connecting to your generator, as well as any hardware and operating systems hosting GenMon; and
- The GenMon instances connected to your generator.

Full functionality of the Service requires expected and proper functioning of all the involved parts, many of which are outside the Company's control. Disruption of any of these components will lead to a degraded experience. These components include, but are not limited to your generator, your generator's controller, its automatic transfer switch (ATS), serial generator connection, the GenMon host, the GenMon software, the PintSize Cloud Client, your local site intranet, your Internet connection, the Internet at large, the uptime of the cloud hosting provider(s) such as Azure, AWS, Google, or any other cloud provider we choose to use, the proper functioning of PintSize Cloud, your email hosting, your device's Internet configuration and access, your device's email client, and your device's browser. Due to the complexity and number of systems required for our Service to work properly, occasional unexpected outages, both complete and full, may occur.

You acknowledge and agree that the Service may not operate as intended due to a failure of the proper operation of any of the dependencies listed herein, and as such, the Company is not liable for any damages of any kind whatsoever that may occur as a result of such failures.

Furthermore, you acknowledge and agree that our Service cannot perform any actions disallowed by GenMon or the manufacturer's controller in your generator. *By way of example, an owner with a Generac Evolution 2 controller will not be able to issue a successful stop command to that generator during an outage because Generac has designed that specific controller to ignore such requests.* Therefore, the Company is not liable for any damages of any kind whatsoever that occur due to our Service's inability to perform actions disallowed by GenMon or the manufacturer's controller in your generator.

At this time, our Service is hosted on Microsoft Azure, a major cloud platform. As such, outages of that platform, or any future platform that the Company may use at its sole discretion with or without notice to you, may impact the availability of our Service. You acknowledge and agree that outages of a cloud service on which our Service is hosted are out of our control, and as such, the Company is not liable for any damages of any kind whatsoever caused by any such outage.

In addition, software bugs may prevent or delay proper operation and may result in inaccurate information or inconsistent operation. You acknowledge and agree that software bugs may be present or may develop in any of the Company's software or in any of the dependencies listed herein, and as such, the Company is not liable for any damages of any kind whatsoever that may occur as a result of such software bugs.

Service Disclosures and Possible Interruptions. By using the Service, you acknowledge and agree to the following:

The Service is a subscription-based cloud service. The primary data source used by the Service is data provided from your in-home, non-cloud-based generator systems that will sync data to the cloud for remote viewing. In the future, the Company may offer other in-home services in conjunction with the currently offered Service focused on your generator. The Company reserves the right, at its sole discretion, with no prior notice to you, to add or remove service offerings, and the right to make changes to these TOUs. Your continued use of the Service and any added services by the Company shall be considered consent to any updates or modifications to these TOUs.

As stated herein, the Service is cloud-based and therefore dependent on multiple third parties for the storage and hosting of data and application online. Furthermore, if your Internet connection or provider is offline, your generator will not be able to sync, and no data will be available in the Service in the cloud. Some notifications from the Service may not always be generated or delivered because of technical issues anywhere in the chain, including spam filtering, outages of any involved components, or software issues.

In some cases, security keys or requirements may have to be changed without notice resulting in a failure of devices to be able to sync with the cloud until you are able to update your device's configuration. Actions triggered through the Service from the cloud may not be able to be executed in a timely fashion and may be rejected or timed out if too much time has passed. Features subject to change without notice.

Support. Sales and support are not available by phone. The Company provides sales, support, and contact via email and via at least one other support option (currently Facebook messenger and the Company's website). We strive to have a response to you within twelve (12) hours, if not sooner.

Refund Policy. Our Service is billed annually, paid in advance at the start of your subscription. All refunds must be requested within seven (7) days of the start of your Service subscription. Discontinuing use of the Service does not guarantee you a refund. Providing a refund shortly after signing up is at the discretion of the Company. The Company also offers a one (1) week trial at a significantly lower cost. We encourage you to try the service first to see if it fits your needs.

In the event of a complete "Service Outage" (defined as a situation in which all Service users are unable to utilize the Service to view data) of twelve (12) hours or greater, the Company

will extend your subscription with an equal time. *By way of example, a 12-hours outage will result in an extension of your subscription by one (1) day; a 36-hours outage will result in an extension of your subscription by two (2) days; a 60-hours outage will result in an extension of your subscription by three (3) days.*

Outages may require software updates to resolve on client equipment and/or in the cloud. User delays in updating the software on their equipment shall not be included in the outage duration.

Termination. The Company reserves the right to cancel or discontinue the Service or any individual's subscription for any reason at any time without refunds. Note, we strive to provide great support and will go the extra mile for a polite and friendly customer. But if you are rude to us, we may do the absolute minimum. Be kind to us, and we'll be kind to you. Note, we reserve the right to discontinue service to anyone for any reason, and you acknowledge and agree that the Company has no obligation to provide any refunds, either prorated or otherwise, upon termination.

Prohibited Actions. Direct access to our Service APIs is expressly prohibited without special written licensing from the Company. Violation of this shall incur a penalty of one thousand dollars (\$1,000.00) per day per generator being accessed, or ten times (10x) the incurred costs due to the direct access and any associated loss of revenue, whichever amount is greater. Further, reselling the Service is expressly prohibited without a written license from the Company for doing so.

Privacy. The Company will not sell any identifying data (including but not limited to name, phone, address, email, serial numbers) of our customers or their generators. However, we may sell non-identifying aggregate data (such as how many customers we have in each state or even zip code, what model of generator or controllers are in use, how many generators ran during a specific timeframe such as a hurricane). We also aim to minimize sensitive data in our system in order to protect you from the impact of a data breach. All information in the system has intended purposes (such as for example mobile numbers are intended for account recovery, or addresses for generating a generator map for users with access to multiple generators). The Company is based in Louisiana, and as such, we are compliant with Louisiana privacy laws.

LIMITATION OF LIABILITY. THE COMPANY IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; FOR EXAMPLE, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, REWORK, MANUFACTURING EXPENSE, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM THE COMPANY FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT AT ISSUE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS FROM ANY CLAIMS BASED ON; (I) THE COMPANY'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, (II) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN THE COMPANY OR (III) USE IN COMBINATION WITH OTHER PRODUCTS.

Forces Beyond the Company's Control. You acknowledge and agree that it is your responsibility to routinely inspect your Hardware and Software and the Service, including all its dependencies as described herein, for proper function. The Company is not liable for failure to fulfill its Service obligations due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the User, man-made or natural disasters, epidemic, pandemic, or medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources). In addition, the Company is not liable for damages or failure of its Service as a result of various inclement weather, exposure to outdoor elements, pests, and beasts.

The Service is not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If you use or sell the products for use in any such applications, you acknowledge and agree that such use or sale is at Customer's sole risk. Customer will indemnify, defend and hold the Company and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

Service Information. The information provided by the Service, including information related to the Hardware and Software specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by the Company from its suppliers or other sources. Such information is provided by the Company on an "AS IS" basis. The Company makes no representation as to the accuracy or completeness of the Service information, and disclaims all representations, warranties and liabilities under any theory with respect to the Product information, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The Company recommends Customer validate any Service information before using or acting on such information. All Service information is subject to change without notice. The Company is not responsible for typographical or other errors or omissions in Service information.

General.

- No provision in these TOUs shall supersede, reverse, or contradict any other Terms of Use or Terms and Conditions published by the Company and applicable to the Company's other products and services.
- The laws of the State of Louisiana will exclusively govern any dispute between the Company and the User. Any disputes shall be resolved in the courts of St. Tammany Parish, Louisiana.
- The User may not assign this Agreement without the prior written consent of the Company.
- These TOUs may be modified by the Company at its sole discretion. Continued use of the Service by the User shall be acceptance of any modified terms. The most recent version of these TOUs shall be updated and posted on the Company's website. It is the User's responsibility to remain abreast of any such changes.

- Statements or advice (technical or otherwise) if given, are an accommodation to the User and the Company has no responsibility or liability for the content or use of such statements or advice.
- The Company's failure to object to any document, communication, or act of the User will not be deemed a waiver of any of these terms and conditions.
- The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.
- The Service, including hardware, software, or other intellectual property (including any open-source IP rights), are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.
- The User and the Company will comply with applicable laws and regulations.

Acceptance. The User's continued use of the Service and any other products or services provided by the Company shall be deemed acceptance of these Terms of Use, including any updates to such terms, which may be made from time to time by the Company at its sole discretion. The User has the sole responsibility to read these Terms of Use, which shall be posted and maintained by the Company on its website(s).

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