PURPL PRO MOBILE APPLICATION END-USER LICENSE

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Please read this Mobile Application End-User License Agreement ("EULA") carefully before downloading or using the PURPL Scientific's Inc.'s mobile application ("Mobile App"). IT REQUIRES THE USE OF MANDATORY BINDING ARBITRATION TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS. This EULA governs your use of the Mobile App, which will allow you to access the Subscription Service directly from your mobile device. Your use of the Mobile App indicates you have read and consent to this EULA.

1. **Parties**. This EULA governs the relationship between PURPL Scientific Inc. ("Purpl") and you, the end-user.

2. **License.** Purpl grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile App for your personal and internal business purposes on mobile devices that you own or control in accordance with this EULA and the Subscription Agreement.

3. **Your Account.** Your use of the Mobile App requires that you have an account with Purpl and agree to abide by Purpl's Terms of Use (http://purplscientific.com/support/tou) and the documents incorporated

therein. To the extent the Terms of Use conflicts with this EULA, the Terms of Use will apply.

4. **Changes to this EULA.** Purpl reserves the right to modify this EULA. Purpl will post the most current version of this EULA at https://purplscientific.com/support/androideula. If Purpl makes material changes to this EULA, we will notify you by email or via the Mobile App. Your continued use of the Mobile App after Purpl publishes notice of changes to this EULA indicates your consent to the updated terms.
5. **No Included Maintenance and Support.** Purpl may deploy changes, updates, or enhancements to the Mobile App at any time. Purpl may provide maintenance and support for the Mobile App, but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You consent to any changes to your Mobile App.
6. **Acceptable Use.** You agree that you will not use or encourage others to use the Mobile App in a way that could harm or impair others' use of the Mobile App. Your use of the Subscription Service and the Mobile App is governed by the Acceptable Use Policy (a current version of which can be found at https://purplscientific.com/support/aup).
7. **Privacy.** In order to operate and provide the Subscription Service and the Mobile App, Purpl may collect certain information about you. Purpl uses and protects that information in accordance with the Purpl Privacy Policy (a current version of which can be found

at https://purplscientific.com/support/privacy). By consenting to this EULA, you consent to the collection of the information set forth in said privacy policy.

8. **Consent to Electronic Communications and Solicitation.** By downloading the Mobile App, and/or opting-in through notification settings, you authorize Purpl to send you (including via email and push notifications) information regarding the Subscription Service and the Mobile App, such as: (a) notices about your use of the Subscription Service and the Mobile App, including notices of violations of use; (b) updates to the Subscription Service and Mobile App and new features or products; and (c) promotional information and materials regarding Purpl's products and services. You can review your account settings to adjust your messaging preferences or unsubscribe to some messaging by following instructions provided by Purpl.
9. **No Warranty.** YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PURPL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
10. **No Liability For Damages.** In no event shall Purpl be liable for any special, consequential, exemplary, punitive, incidental or indirect damages whatsoever (including, without limitation, damages for loss of

business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Mobile App, even if Purpl is aware of the possibility of such damages and known defects. In no event shall Purpl total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars ($50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11. **Suspension and Termination of the Mobile App.** Purpl reserves the right to suspend or terminate your access to the Mobile App at any time based on the status of your account under the Subscription Agreement, or violation of this EULA. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the Subscription Service.
12. **Intellectual Property Rights.** Purpl retains all rights, title and interest in and to this Mobile App, the services and products it provides, the technology and software used to provide them, and all intellectual property and proprietary rights therein.
13. **Legal Compliance.** You 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.

14. **Mandatory Bilateral Arbitration.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE BREACH THEREOF, EXCEPT AS OTHERWISE PROVIDED, SHALL BE SETTLED BY BILATERAL ARBITRATION ADMINISTERED BY UNITED STATES ARBITRATION & MEDIATION (USA&M) UNDER THEIR CONSOLIDATED ARBITRATION RULES IN ST. LOUIS MISSOURI. THE PARTIES TO THIS AGREEMENT WAIVE THEIR RIGHTS TO JURY TRIAL AND CLASS ACTION. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

    This EULA shall be governed by and construed in accordance with the laws of the State of Missouri and the United States of America without consideration of conflict of laws.

    Any intellectual property claim by Purpl concerning its Products or Services shall not be considered as arising from these Terms for the purpose of arbitration. The parties agree the venue and jurisdiction for any intellectual property dispute shall be the Federal District Court for the Eastern District of Missouri.

15. **Third Party Beneficiaries.** Upon your acceptance of this EULA, Google will have the right to enforce this EULA against you as a third party beneficiary thereof.
16. **Integration, Incorporation & Severability.** This agreement and the documents referenced herein represent the entire agreement between the parties, and they supersede any prior agreements. The Privacy

Policy, Terms of Use and the Acceptable Use Policy are incorporated by reference to this policy. If any portion of any provision of this agreement is found ineffective, the remainder of the agreement shall remain in force.

17. **Contact Information.** If you have any questions regarding this EULA, please contact Purpl by email at support@purplscientific.com, or by mail at Purpl Scientific Inc, 360 N. Boyle Ave., St. Louis MO 63108.