



## End-User License Agreement (EULA) for Atomrock Solutions and Products

This EULA is an agreement between **You** (either an individual or a single legal entity) and **Atomrock**, governing the use of Atomrock's **hardware products, firmware, software, cloud SaaS services, and mobile applications** ("Product"). The Product may include **customized or standardized firmware**, software, and updates, along with cloud service integration.

By **accessing, using, or activating** any Atomrock Product, you agree to the terms of this EULA. If you do not agree, you may not use the Product.

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### 1. License, Installation, and Use Restrictions

Atomrock grants You a **non-exclusive, non-transferable license** to use the Product, including **hardware, software, firmware, cloud SaaS services, and mobile applications**, subject to payment of fees and compliance with this EULA. The Product may require **registration, activation, or subscription** to access certain features.

- **Cloud and App Access:**

The Product integrates with **Atomrock's cloud platform and mobile apps**, enabling remote management, monitoring, and data storage. By using the cloud service, you agree to comply with its terms and ensure **uninterrupted, lawful access**.

- **Tampering Prohibited:**

You agree **not to tamper with, damage, or interfere** with the functionality or security of the cloud service, applications, or transmitted data.

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### 2. Ownership

Atomrock or its licensors retain ownership of the **software, cloud services, firmware, and documentation**. Your rights are limited to those explicitly granted by this EULA. All intellectual property related to **hardware, software, or cloud services** remains with Atomrock.

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### 3. Usage Restrictions

You agree not to:

1. **Transfer, sublicense, or assign** this license without written permission.
2. **Modify, reverse-engineer, or create derivative works** of the Product.
3. **Make cloud services or software available to third parties** as a SaaS or hosted platform without Atomrock's authorization.
4. **Use firmware or software on unlicensed hardware** or transfer licenses between devices without Atomrock's approval.



5. **Disrupt or manipulate data** transmitted between the Product and Atomrock's cloud services.
  6. **Access the Product in ways that impair its performance** or functionality, including intentional denial-of-service activities.
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#### 4. Cloud and App Service Use

The Product integrates with **cloud-based features and mobile applications** for real-time monitoring and management.

- **Data Storage and Transmission:** The cloud service allows storage of device and operational data for analytics and reporting.
- **Mobile Access:** Applications provide **remote access to devices and system configurations** via the cloud.

You are responsible for ensuring **secure and lawful use** of these services. **Unauthorized access or misuse** of the cloud or app services may result in the **suspension or termination** of your license.

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#### 5. Third-Party Usage

You may permit third-party contractors to use the Product **solely on your behalf** and **for internal operations**. You are responsible for ensuring that all third parties comply with the terms of this EULA. Any breach of the terms by a third party will be **your responsibility**.

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#### 6. Limited Warranty and Disclaimer

- **Hardware Warranty:** Atomrock offers a **one-year warranty** for manufacturing defects. At Atomrock's discretion, defective hardware may be **repaired or replaced**.
  - **Dead on Arrival (DOA):** In DOA cases, Atomrock will promptly replace the defective product.
  - **Software and Cloud Service Disclaimer:** Atomrock does not guarantee that the **software or cloud services will be uninterrupted or error-free**.
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#### 7. Upgrades and Subscriptions

- **Subscription-based Products:** During the subscription term, Atomrock provides access to **upgrades, updates, and cloud features**.
- **Non-subscription Products:** Firmware and software updates are offered **at Atomrock's discretion**, either free or for a fee.

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## 8. Term and Termination

This EULA remains effective until terminated or until the expiration of your **license or subscription**.

- **Voluntary Termination:** You may terminate the agreement by **ceasing use and deleting all copies** of the Product.
- **Termination by Atomrock:** Atomrock may terminate the agreement if **you breach the terms** or fail to pay applicable fees.

Upon termination, access to **cloud services and apps** will be disabled, and you must stop using the Product.

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## 9. Limitation of Liability

Atomrock is not responsible for **indirect, incidental, or consequential damages** resulting from your use of the Product. This includes, but is not limited to, **data loss, downtime, or lost profits**.

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## 10. Governing Law and Jurisdiction

This EULA is governed by the laws of the **State of Washington**, United States. Any disputes must be resolved in **courts located in Washington**.

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## 11. Trademarks and Copyrights

Atomrock™ and related logos are **trademarks of Atomrock LLC**. Unauthorized use or duplication of these trademarks is prohibited.

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## 12. Privacy and Data Handling

- **Data Usage:** Atomrock's cloud services collect operational data to **improve performance and functionality**. The data will not be **sold to third parties**.
- **Data Security:** Atomrock complies with applicable privacy regulations to ensure your data is protected.

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## 13. Force Majeure

Atomrock is not liable for delays or failures caused by events beyond its control, including **natural disasters, government actions, or cyberattacks**.

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#### **14. Contact for Support**

For technical support, subscription inquiries, or hardware issues, please contact:

**Email:** [support@atomrock.com](mailto:support@atomrock.com)