

End User License Agreement

End User License Agreement - Panama

El Caño Archaeological Park Self Guided Tour

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AS DESCRIBED BELOW, YOU MAY CONNECT YOUR PRODUCT TO THE SITE SERVICES AND ENABLE YOUR PRODUCT TO CONNECT TO THE INTERNET OR MOBILE DEVICE VIA A WIFI OR BLUETOOTH CONNECTION. BY CONNECTING YOUR PRODUCT TO THE SITE SERVICES AND CONNECTING YOUR PRODUCT TO THE INTERNET OR MOBILE DEVICE, YOU WILL RECEIVE AUTOMATIC OR MANUAL UPDATES TO THE PRODUCT SOFTWARE.

IF YOU DO NOT AGREE TO UPDATES TO THE PRODUCT SOFTWARE, YOU SHOULD NOT CONNECT YOUR PRODUCT TO THE SITE SERVICES AND THE INTERNET.

AS DESCRIBED BELOW, SECTION 9 DESCRIBES IMPORTANT LIMITATIONS OF THE PRODUCT SOFTWARE AND RELATED SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

1. License.

Subject to the terms of this EULA, El Caño grants to you a limited and nonexclusive license (without the right to sublicense) to execute one (1) copy of the Product Software, in executable object code form only, solely on the Product that you own or control and solely for use in conjunction with the Product for your personal, non-commercial purposes.

2. Restrictions.

You agree not to, and you will not permit others to, (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Product Software or make the Product Software available to any third party, (b) copy or use the Product Software for any purpose other than as permitted in Section 1, (c) use any portion of the Product Software on any device or computer other than the Product that you own or control, (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product Software, (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Product Software (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact El Caño and provide El Caño an opportunity to create such changes as are needed for interoperability purposes), or (f) use any software except for the Product Software on or in connection with the Product (except for the Site Services and Mobile Software) except to the extent required by applicable terms and conditions in connection with Open Source Software provided with the Product Software.

3. Automatic Software Updates.

The Product Software may cause the Product to automatically communicate with the El Caño's servers to deliver the functionality described in the Product Guide, to record usage metrics and to collect personal information as described in the El Caño's [Privacy Policy](#). El Caño may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve or otherwise modify the performance of the Product Software and related services ("Updates"). These Updates may affect or erase data on your Product or change or reset settings on your Product. These Updates may be automatically installed without providing any additional notice or receiving any additional consent if you have connected your Product to the Internet. You consent to these automatic Updates. If you do not want these Updates, do not connect your

Product to the Internet or to your Mobile Device. You acknowledge that you may be required to install Updates in order for the Product and Product Software to operate properly and to access all updated features of the Product Software. In certain circumstances you may be entitled to request removal or disabling of Updates (see contact information below); however, El Caño is not responsible for providing support to Products that do not contain updated Product Software. If we provide further notice or request further consent to an Update, the notice or consent may be received or provided by any permitted user of the Product or the Site Services. The user receiving the notice or providing consent is responsible for notifying all other users. Your continued use of the Product is your agreement to this EULA.

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must stop all use of the Product Software, but the terms of Sections 2 through 18 (inclusive) will remain in effect, after any such termination.

7. Warranty Disclaimer.

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES AND THE EXCLUSION OR LIMITATION OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

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YOU USE ALL PRODUCT INFORMATION (AS DEFINED BELOW), THE PRODUCT SOFTWARE, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND EL CAÑO DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR HVAC SYSTEM, PLUMBING, HOME, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE PRODUCT, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, PRODUCT SOFTWARE, OR PRODUCT.

8. Limitation of Liability.

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OR OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. Nothing in this EULA and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) EL CAÑO, ITS AFFILIATES, SUCCESSORS, ASSIGNS, LICENSORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, (COLLECTIVELY, THE "EL CAÑO PARTIES") BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY,

SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS OR PRODUCT SOFTWARE, EVEN IF EL CAÑO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EL CAÑO'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS AND PRODUCT SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO EL CAÑO OR EL CAÑO'S AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. EL CAÑO DISCLAIMS ALL LIABILITY OF ANY KIND OF EL CAÑO'S LICENSORS AND SUPPLIERS.

9. Limitations of Product Software.

The Product Software provides you information ("Product Information") regarding the Products in your home. All Product Information is provided "as is" and "as available". We cannot guarantee that it is correct or up to date.

10. For U.S. Government End Users.

If you are a U.S. Government employee or are using the Product Software on behalf of a U.S. Government entity, the Product Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Product Software is provided to U.S. Government End Users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

11. Export Compliance.

The Product Software and related technology are subject to U.S. and Canadian export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Product Software and related technology, as may be required. You will indemnify and hold El Caño Parties harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including legal fees and expenses) arising from or relating to any breach by you of your obligations under this section.

12. Governing Law; Venue.

The courts in some jurisdictions, including Quebec, will not apply Massachusetts law to some types of disputes. If you reside in one of those jurisdictions, then where Massachusetts law is

excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a federal or state court located in Middlesex County, Massachusetts and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that El Caño may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

13. Assignment.

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

14. Severability.

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

15. Waiver.

All waivers by El Caño will be effective only if in writing. Any waiver or failure by El Caño to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16. General.

The Product Software is deemed irrevocably accepted upon your use of the Product Software or Product. El Caño will have no responsibility to provide maintenance or support services with respect to the Product Software.

You acknowledge that the Product Software contains valuable trade secrets and proprietary information of El Caño, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to El Caño for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA.

Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand-signed by the parties.

Questions or Additional Information. If you have questions regarding this EULA, please contact El Caño at The Caño Foundation

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This Policy was last revised on, and effective as of, [9/10/2019] .