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1. THE LICENSED APPLICATION

The Licensed Application is a piece of software created to remotely monitor connected pumps and alert homeowners to issues that may arise - and is customized for iOS and Android mobile devices ("Devices"). It is used to view connected pump data, status, and alerts. Furthermore, it is used to view the relative humidity and temperature of the installation area for select device types. The Licensed Application is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, do not use this Licensed Application. You may not use the Licensed Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

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3. TECHNICAL REQUIREMENTS

The Licensed Application requires a firmware version 1.0.0 or higher. Licensor recommends using the latest version of the firmware.

Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. MAINTENANCE AND SUPPORT

Licensor is not obligated under this License Agreement to provide any support services for the Licensed Application. Any support provided is "as is", "with all faults", and without warranty of any kind. Licensor and End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

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If we confirm that the Licensed Application is defective, Licensor reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

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12. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact:

Watertite Products, Inc. 455 W. Victoria Street Compton, CA 90220 United States
info@smartpumpmonitoring.com

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If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.