

These Customer and Partner Terms ("Terms") govern access to and use of the Care Daily SaaS Services and related offerings (collectively, the "Services") by distribution partners ("Partner"). By signing an Order Form that references these Terms, Partner agrees to be bound by them. If there is a conflict between these Terms and an Order Form, the Order Form controls for that conflict.

1. Definitions

Affiliate	Any entity that controls, is controlled by, or is under common control with a party.
End User	Partner's customer (including residents or subscribers) who receives Services through the Partner Offering.
Location	A residential unit, room, apartment, home, or other addressable unit where Services are activated, including any associated common-area coverage if applicable.
Site	An organization unit (for example: building, campus, community, or agency branch) used to group Locations within Care Daily Insights.
Order Form	An ordering document executed by the parties that specifies commercial terms and references these Terms.
Partner Offering	Partner's branded or packaged service that includes or relies upon the Services.
Partner Data	Data Partner provides to Care Daily to operate the Services (excluding End User Data).
End User Data	Data from End Users and/or devices associated with Locations (including telemetry, events, and derived insights).

2. Scope and relationship

2.1 Independent contractors. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship.

2.2 Partner's customers. Unless stated otherwise in an Order Form, Partner is the merchant of record for End Users and is responsible for the Partner Offering, End User pricing, marketing, compliance obligations applicable to Partner, and first-line support.

3. License and use rights

3.1 License. Subject to these Terms and payment of applicable fees, Care Daily grants Partner a non-exclusive, non-transferable (except as permitted in Section 14.1), non-sublicensable (except to End Users through the Partner Offering) right to access and use the Services during the applicable Order Form term solely to operate and support the Partner Offering within the territory stated in the Order Form (if any).

3.2 Restrictions. Partner will not, and will not permit any third party to: (a) reverse engineer, decompile, or disassemble the Services; (b) use the Services to develop or provide a competing product or service; (c) remove proprietary notices; (d) circumvent or disable security features; (e) access the Services to extract data except as permitted by the Services; or (f) resell or distribute the Services except as part of the Partner Offering.

4. Branding and marketing

4.1 Branding. If Partner purchases branding in an Order Form, Care Daily will enable approved Partner branding for supported experiences and surfaces. Branding does not transfer any ownership of Care Daily technology.

4.2 Publicity. Neither party will use the other party's name, logo, or trademarks in press releases, public announcements, or marketing materials without prior written consent, except as necessary to perform under these Terms.

4.3 Diligence Disclosures. Either party may disclose information about the relationship, including the existence, nature, scope, scale, deployment counts, geographies, segments served, performance and impact metrics, and growth status, and may use the other party's name and logo, in materials and discussions with its current and prospective investors, acquirers, lenders, advisors, auditors, and Affiliates for diligence, financing, or strategic transaction purposes. The disclosing party will not disclose the other party's Confidential Information (as defined in these Terms) except to the extent such information is (a) already public without breach, (b) independently developed, or (c) approved in writing by the other party. Any disclosure must be accurate and must not imply endorsement or sponsorship beyond the parties' actual relationship.

5. Services, support, suspension, and discontinuation

5.1 Service description. The Services are described in Care Daily documentation, policies, and/or an Order Form. Care Daily may improve, update, or modify the Services over time, including adding, removing, or changing features, provided Care Daily does not materially reduce the core functionality of a purchased Service.

5.2 Support. Unless otherwise stated in an Order Form, Care Daily provides partner tier-3 support and Partner provides first-line support to End Users. Support channels, hours, and response targets may be described in a support policy.

5.3 Suspension. Care Daily may suspend access to the Services if: (a) Partner's use creates a security risk to the Services or to any other customer; (b) Partner materially breaches these Terms; or (c) required fees are overdue. Care Daily will use reasonable efforts to provide notice and to limit suspension to the affected portion of the Services.

6. Data, privacy, and security

6.1 Data ownership. As between the parties, Partner owns Partner Data. End Users (or Partner, as applicable) own End User Data. Care Daily owns the Services and all related technology.

6.2 Rights to process data. Partner grants Care Daily the right to process Partner Data and End User Data to provide, maintain, secure, and support the Services, including generating derived insights and reports for authorized users.

6.3 De-identified and aggregated data. Care Daily may use aggregated and de-identified data for product improvement, analytics, and benchmarking, provided it does not identify Partner or any End User.

6.4 Security. Care Daily will maintain reasonable administrative, technical, and physical safeguards designed to protect data. More detailed security documentation may be provided under NDA.

6.5 DPA. If required by applicable law, the parties will enter into a data processing addendum (DPA).

7. Fees, invoicing, and taxes

7.1 Fees. Fees are stated in the applicable Order Form. Unless stated otherwise: (a) fees are due in advance; (b) payment terms are net 15; and (c) fees are non-cancelable and non-refundable except as expressly stated in these Terms.

7.2 Taxes. Fees exclude taxes. Partner is responsible for applicable sales, use, VAT, or similar taxes, excluding taxes based on Care Daily net income.

8. Confidentiality

8.1 Confidential information. Each party may receive non-public information from the other party ("Confidential Information"). The receiving party will protect Confidential Information using at least reasonable care and will use it only to perform under these Terms.

8.2 Exclusions. Confidential Information does not include information that: (a) is or becomes public without breach; (b) is independently developed without use of Confidential Information; (c) is rightfully received from a third party without duty of confidentiality; or (d) is approved for release in writing.

9. Intellectual property

9.1 Care Daily IP. Care Daily retains all right, title, and interest in and to the Services, documentation, and all related technology, including improvements and derivatives.

9.2 Feedback. If Partner provides suggestions or feedback, Care Daily may use it without restriction or obligation.

9.3 Source code license. Any source code access or license must be in a separate written addendum and will not be implied by these Terms.

10. Warranties and disclaimers

10.1 Limited warranty. Care Daily provides no indemnities under these Terms. Any IP infringement indemnity must be set forth in a separately executed MSA or addendum.

10.2 Disclaimers. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND CARE DAILY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CARE DAILY DOES NOT WARRANT THAT THE SERVICES WILL DETECT ALL EVENTS OR THAT ALERTS WILL ALWAYS BE ACCURATE OR TIMELY.

11. Indemnification

11.1 By Partner. Partner will defend and indemnify Care Daily from third-party claims arising from Partner's Partner Offering, Partner's marketing and sales practices, and Partner's breach of these Terms.

12. Limitation of liability

12.1 Exclusion of damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR REVENUE.

12.2 Liability cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY PARTNER TO CARE DAILY IN THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

12.3 Exceptions. The limitations do not apply to: (a) breach of confidentiality, or (b) gross negligence or willful misconduct.

13. Term and termination

13.1 Term. These Terms begin on the Effective date above and continue until terminated. Each Order Form will have its own term.

13.2 Termination for cause. Either party may terminate an Order Form if the other party materially breaches and fails to cure within 45 days of written notice, or immediately if the breach is not curable.

13.3 Effect of termination. Upon termination, Partner's right to use the Services under the terminated Order Form ends. Sections that by their nature should survive will survive (including confidentiality, IP, fees owed, disclaimers, limitation of liability, and indemnification).

14. General

14.1 Assignment. Either party may assign these Terms and any Order Form, in whole or in part, upon written notice to the other party (including in connection with a merger, acquisition, change of control, corporate reorganization, or sale of all or substantially all assets). The assigning party will remain responsible for obligations arising before the effective date of assignment unless the parties agree otherwise in writing.

14.2 Governing law. Washington law governs these Terms, excluding conflict of laws rules.

14.3 Disputes. The parties will first attempt to resolve disputes through executive escalation. If unresolved, either party may bring an action in the state or federal courts located in King County, Washington, and each party consents to that venue and jurisdiction.

14.4 Notices. Notices must be in writing and sent to the addresses (or legal notice emails) stated in the Order Form.

14.5 Entire agreement. These Terms and applicable Order Forms are the entire agreement regarding the Services and supersede prior discussions.