

## ***Data Ownership***

*Rev 5 – 24 March 2026*

### **Purpose and Scope**

This Data Ownership document establishes the unified principles governing the ownership, licensing, handling, storage, processing, and permitted use of data collected, generated, or processed through any CircuitIQ products, services, applications, tools, platforms, or contractual relationships.

This document is intended to be referenced and incorporated by link across all CircuitIQ contexts, including but not limited to:

- Smart applications
- CircuitIQ websites and portals
- Technical documentation
- Customer quotes and proposals
- Purchase Orders
- Service Agreements
- Authorized Service Provider Agreements
- Partner Agreements
- Master Service Agreements (MSAs)
- Any service, subscription, or hardware deployment involving CircuitIQ products

This Data Ownership framework applies universally unless expressly overridden in a signed written agreement between CircuitIQ and a Customer or Partner.

### **1. Core Data Definitions**

#### **Client Data**

All electrical infrastructure information collected from a building or property using CircuitIQ tools, including wiring, circuits, panels, loads, device labels, system metadata, and any property-specific operational data.

#### **Output Data**

The final human-readable deliverables provided to a Customer, including circuit maps, diagrams, labels, summaries, and any reports generated specifically for their property.

### **CircuitIQ Data**

All proprietary elements developed or provided by CircuitIQ, including software, hardware logic, firmware, raw data formats, algorithms, schemas, collection methods, analytical models, UI/UX design, workflows, internal datasets, machine-learning models, API designs, and any derivative works.

### **Derived Data**

Any data generated through the processing, analysis, or transformation of Client Data, including metadata, system diagnostics, anonymized or aggregated datasets, machine-learning training data, insights, error patterns, or operational analytics. Derived Data does not include Client-specific Output Data.

### **Confidential Information**

Any information disclosed by or on behalf of CircuitIQ, or to which a user is exposed in the course of using CircuitIQ products or services, that is proprietary or confidential in nature, including but not limited to system architecture, data structures, algorithms, pricing, API documentation, unpublished features, business methods, customer lists, internal processes, and any information designated as confidential by CircuitIQ.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure without obligation of confidentiality; (c) was independently developed by the receiving party without reference to CircuitIQ's Confidential Information; or (d) is required to be disclosed by applicable law or court order, provided that the receiving party gives CircuitIQ prompt notice of such requirement where legally permitted.

CircuitIQ exclusively owns CircuitIQ Data and Derived Data in all forms.

## **2. Universal Ownership and Licensing Principles**

### **2.1 Customer Ownership of Output Data**

Customers own the Output Data for their specific property and may use it internally for operations, maintenance, safety, compliance, and asset management.

### **2.2 CircuitIQ Ownership of Proprietary IP**

CircuitIQ retains exclusive ownership of all CircuitIQ Data and Derived Data, whether or not created during a Customer engagement.

### **2.3 License to Use CircuitIQ Systems**

Customers receive a limited, non-exclusive, non-transferable, revocable license to use CircuitIQ systems and Output Data solely for internal, non-commercial, non-competitive purposes.

## **2.4 Derived Data Rights**

CircuitIQ may use Derived Data—including anonymized or aggregated Client Data—for service improvement, analytics, research, training of algorithms, optimization of hardware/software systems, and commercial insights, except where prohibited by applicable law or contract.

## **2.5 Cross-System Consistency**

These terms apply identically across all CircuitIQ tools, whether accessed through app, portal, website, API, contractor tools, or embedded systems.

## **2.6 No Implied Licenses**

Except for the express licenses granted in this document or in an agreement incorporating this document, no license or right is granted by CircuitIQ by implication, estoppel, or otherwise under any intellectual property right owned or controlled by CircuitIQ. The sale, provision, or deployment of CircuitIQ hardware, software, or services does not confer any implied license to any underlying patents, copyrights, trade secrets, or other intellectual property of CircuitIQ.

## **Prohibition Against Reverse Engineering and Competitive Use**

CircuitIQ expressly prohibits any Customer, Third Party, competitor, or other party from engaging in any of the following activities:

- reverse engineering, disassembling, decompiling, or copying any CircuitIQ systems, hardware logic, firmware, software, proprietary data formats, or algorithms
- using Client Data, Output Data, or access to any CircuitIQ product, service, portal, application, tool, or system to develop, train, enhance, or operate competing products or services
- exporting, sharing, selling, licensing, or otherwise providing Client Data, Output Data, or CircuitIQ Data to any competitor of CircuitIQ
- replicating CircuitIQ proprietary data structures, formats, models, workflows, or analytical methodologies
- scraping, extracting, or harvesting data from CircuitIQ systems or documentation

These prohibitions apply universally to all users and visitors, including those accessing CircuitIQ websites, portals, applications, services, or documentation for any purpose. CircuitIQ reserves all rights to enforce this provision against any individual or organization engaging in competitive analysis, scraping, data extraction, unauthorized integration, reverse engineering, or any activity intended to replicate, approximate, or interfere with CircuitIQ technology or services.

### **3. Lawful Basis for Data Collection**

#### **Canada (Residential & Commercial)**

- PIPEDA-compliant informed consent
- Contractual authorization from property owners or authorized representatives
- Compliance with infrastructure and cybersecurity requirements, when applicable

#### **United States (Residential, Commercial, and Government)**

- Written contractual authority
- State-specific privacy laws (e.g., CCPA/CPRA, CDPA)
- Federal facility requirements (e.g., NIST, FISMA)

CircuitIQ ensures transparency regarding what data is collected, how it is used, and how it is secured.

### **4. Data Use, Access, and Restrictions**

Customers and authorized users may access Output Data for operational purposes only.

Unless expressly permitted in writing, Customers may not:

- sublicense or publish Output Data
- share or sell Client Data or Output Data to third parties, except as permitted by Section 4.1 below
- permit third parties to analyze CircuitIQ datasets
- modify, translate, or create derivative products based on CircuitIQ systems
- use any CircuitIQ tools in a commercial or competitive service offering

Access to value-added analytics or advanced data services requires a separate paid license from CircuitIQ.

CircuitIQ may use Derived Data—including anonymized or aggregated Client Data—for research, analytics, system optimization, service improvement, product development, and machine-learning training, except where prohibited by law or contract.

#### **4.1 Permitted Sharing of Output Data**

Notwithstanding the foregoing restrictions, Customers may share Output Data with their own employees, contractors, agents, insurers, tenants, prospective purchasers, and regulatory authorities to the extent reasonably necessary for the operation, maintenance, sale, insurance, or regulatory compliance of the property to which the Output Data relates, provided that:

- such sharing does not include access to CircuitIQ systems or raw Client Data;
- the recipient does not use the Output Data for any competitive purpose or to develop, train, enhance, or operate any product or service that competes with CircuitIQ; and
- the Customer remains responsible for any misuse of the Output Data by the recipient.

This Section 4.1 does not permit the sharing of Output Data with any direct competitor of CircuitIQ or any entity acting on behalf of a competitor, regardless of the purpose.

#### **4.2 Confidentiality**

In the course of using CircuitIQ products and services, users may be exposed to Confidential Information (as defined in Section 1). Users agree not to disclose Confidential Information to any third party without CircuitIQ's prior written consent, except as expressly permitted in this document.

Users shall protect Confidential Information using at least the same degree of care they use to protect their own confidential information of similar importance, but in no event less than a reasonable degree of care.

The obligations of confidentiality under this Section survive the termination or expiration of any agreement incorporating this document.

#### **4.3 Personal Information and Privacy**

The collection, use, and disclosure of Personal Information (as defined in the CircuitIQ Privacy Policy) is additionally governed by the CircuitIQ Privacy Policy, available at [URL]. Nothing in this Data Ownership document limits or overrides the privacy protections owed to individuals under the Privacy Policy or under applicable privacy legislation, including PIPEDA and applicable U.S. state privacy laws.

## **5. Subcontractors and Authorized Service Providers**

### **5.1 Intellectual Property Assignment**

Each subcontractor, Authorized Service Provider, or other party performing services for or on behalf of CircuitIQ hereby irrevocably assigns to CircuitIQ all right, title, and interest—including all intellectual property rights worldwide—in and to all works, inventions, improvements, data, and intellectual property created, developed, or conceived in connection with such services. To the extent any such work constitutes a “work made for hire” under applicable U.S. law, it shall be deemed a work made for hire; to the extent it does not, the foregoing assignment shall operate as a present assignment of all rights. Each party agrees to execute any documents and take any actions reasonably necessary to perfect, evidence, or enforce such assignment.

### **5.2 Moral Rights Waiver**

All subcontractors, Authorized Service Providers, and any other parties who create works in connection with CircuitIQ engagements irrevocably waive, to the fullest extent permitted by applicable law, all moral rights in such works, including the right to be identified as the author and the right to object to modifications.

### **5.3 Additional Obligations**

All subcontractors and Authorized Service Providers are additionally bound by the following obligations:

- No retention of Client Data or CircuitIQ Data after service completion.
- Compliance with privacy, cybersecurity, and infrastructure regulations.
- Restriction from providing services or data to competitors.
- Obligation to maintain strong security, confidentiality, and audit readiness.

All subcontractors must execute legally binding agreements reflecting these obligations before performing any work involving CircuitIQ technology.

## **6. Municipal and Public Infrastructure Projects**

- Municipalities own Output Data generated for their facilities.
- CircuitIQ retains ownership of all CircuitIQ Data and Derived Data.
- Proprietary CircuitIQ information is exempt from FOI/open-records disclosure where applicable by law.
- Additional security, confidentiality, or classification requirements may apply based on facility sensitivity.

CircuitIQ may process municipal Client Data internally in anonymized or aggregated forms unless restricted by law or contract.

## **7. Cross-Border Data Processing**

CircuitIQ may store or process data in Canada, the United States, or internationally in accordance with applicable privacy laws and contractual obligations.

CircuitIQ maintains appropriate administrative, technical, and physical safeguards to protect data across jurisdictions.

Where required, CircuitIQ will enter into appropriate data-protection addenda or cross-border transfer mechanisms with Customers.

## **8. Data Retention and Deletion**

CircuitIQ retains Client Data and Derived Data for legitimate operational, legal, and product-development purposes.

Upon Customer request and where legally permissible:

- CircuitIQ will delete identifiable Client Data within a reasonable timeframe.
- CircuitIQ will retain Derived Data that is anonymized or non-attributable.

Customers are responsible for maintaining their own copies of Output Data. CircuitIQ is not obligated to store Output Data permanently unless explicitly contracted to do so.

## **9. Availability of Terms and Incorporation by Reference**

CircuitIQ will maintain this Data Ownership document as a master reference incorporated by link into:

- Smart Applications
- CircuitIQ websites and customer portals
- Documentation
- Quotes and Estimates
- Purchase Orders
- Service Agreements and SOWs
- Authorized Service Provider Agreements
- Partner Agreements
- MSAs and Enterprise Contracts

- Privacy Policy

By using any CircuitIQ product or signing any CircuitIQ document referencing this policy, Customers and Partners accept the terms contained herein.

## **10. Governing Law and Updates**

This Data Ownership document may be updated periodically to reflect legal, technical, or operational changes.

Unless prohibited by law or contract, such updates take effect upon posting.

The governing law for disputes relating to this Data Ownership document is determined by the primary agreement under which the Customer or Partner engages CircuitIQ (e.g., Quote, PO, Service Agreement, MSA). In the absence of a primary agreement specifying governing law, this document shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **11. Hardware Category and Deployment Restrictions**

### **11.1 Permitted Use by Property Type**

CircuitIQ hardware and software are licensed solely for use within the property category for which the product is designated. Residential-grade kits may be used only on single-family or single owner duplex or triplex residential properties not used for commercial, industrial, municipal, institutional, or income-generating purposes. Deployment on commercial, industrial, municipal, multi-unit (4+ units), mixed-use, or public-access properties is strictly prohibited, even if the equipment is purchased by the property owner.

### **11.2 Restrictions on Professional or Commercial Services**

Residential-grade kits may not be used by electricians, contractors, inspectors, facility managers, or any party performing services for compensation other than work performed on residential properties as defined above.

### **11.3 Enforcement and Remedies**

CircuitIQ may, where reasonably necessary, suspend product functionality, revoke or suspend licenses, deny warranty or support, require the purchase of commercial-grade hardware, invoice the user for the price difference between residential and commercial tiers, or terminate licenses for misuse.

### **11.4 Non-Circumvention**

Customers shall not misrepresent property classification, bypass hardware or software limitations, spoof system characteristics, or deploy residential-grade hardware for



commercial purposes. Resale or transfer of residential kits for commercial deployment is prohibited.

### **11.5 Verification**

CircuitIQ may request reasonable documentation to confirm property type or usage where misuse is suspected.

### **11.6 Firmware and Embedded Software**

For certainty, all firmware, software, and logic embedded in, installed on, or delivered with CircuitIQ hardware is CircuitIQ Data as defined in Section 1, is licensed and not sold regardless of the method of hardware acquisition, and is subject to the enforcement and remedy provisions of this Section. The purchase or possession of CircuitIQ hardware does not transfer ownership of, or confer any right to modify, extract, copy, or reverse engineer, any embedded firmware, software, or logic.

## **12. Remedies and Equitable Relief**

Any breach of the intellectual property, data ownership, confidentiality, or competitive use provisions of this document would cause irreparable harm to CircuitIQ for which monetary damages would be an inadequate remedy. CircuitIQ shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond, to the fullest extent permitted by applicable law.

The remedies set out in this document are cumulative and are in addition to, and not in substitution for, any other remedies available to CircuitIQ at law or in equity.

## **13. Survival**

The provisions of this Data Ownership document relating to ownership of CircuitIQ Data and Derived Data (Section 1 and Section 2.2), restrictions on use and disclosure (Section 4, including Section 4.2), prohibitions on reverse engineering and competitive use (Section 2, Prohibition subsection), intellectual property assignment (Section 5.1), moral rights waiver (Section 5.2), confidentiality obligations (Section 4.2), no implied licenses (Section 2.6), firmware and embedded software ownership (Section 11.6), and remedies for breach (Section 12) shall survive the expiration or termination of any agreement incorporating this document, regardless of the reason for termination.

The survival of these provisions does not limit the survival of any other provision that, by its nature, is intended to survive termination.