



PROCURA IoT END-USER SUBSCRIPTION TERMS & CONDITIONS

1. **GENERAL:** Use of ProCura IoT, LLC's subscription services are subject to the Terms and Conditions stated and referenced below. The Terms and Conditions outlined herein shall apply to the industrial monitoring subscription services (hereinafter referred to as Services) provided by ProCura IoT (hereinafter referred to as ProCura) and apply to the use of such services by the subscribing entity (hereinafter referred to as "User"). **By using the Services, User agrees to be bound by, and comply with, all of the Terms and Conditions below.**
2. **TERM:** ProCura reserves the right to update and modify its Terms and Conditions at any time without notice to you. The most current version of the Terms and Conditions can be reviewed by visiting ProCura's webpage.
3. This document is to be considered active at the time of purchase and execution of the subscription agreement by User and shall remain active and renew indefinitely. ProCura reserves the right to terminate access due to User's breach of these Terms and Conditions. User agrees that its access to Services shall be governed by the most recent version of Purchase Order terms, which may be amended for time to time. A copy of ProCura's Terms and Conditions shall be readily available online to the User at: www.procuraiot.com, on the digital Portal (as defined below), or alternatively, by written e-mail request to Dalton Joy, Director of Sales, at: djoy@procuraiot.com.
4. **CANCELLATION:** In the event User elects to cancel or terminate the Services, User must submit the subscription cancellation form (as provided in ProCura portal) to ProCura. Failure to use the proper cancellation form may result in a continuation of User's Services and continuing fees for the same. Upon receipt of User's valid cancellation form, ProCura will send a confirmation notice to the User within 48 hours of receipt. User will retain access through the remainder of the purchased subscription term, unless ProCura has reason to believe that User has breached, or will breach, the Terms and Conditions herein.
5. **RE-SUBSCRIPTION.** In the event User decides to cancel and then re-new Services, a new purchase order shall be required to resume services. ProCura may terminate access to the Portal in the event of: (i) a breach by User (as defined herein), or a customer of User, of its obligations pursuant to this Agreement; or (ii) where use of the Services by User in a manner inconsistent with this Agreement or the procedures, protocols or security requirements established by ProCura.
6. **USER ACCESS TO PORTAL:** User shall be granted access to confidential data and information through the Services within the ProCura IoT User Portal ("Portal"). ProCura shall retain access to User's portal; however; ProCura agrees not to disclose User data and hold the same in confidentiality, to the fullest extent permitted by law or to the extent ProCura must defend its interests.
7. **COMPLIANCE WITH AGREEMENT:** Access to the Portal by User and User's customers shall be limited solely to purposes consistent with this Agreement. User agrees that it and its customers shall comply with the procedures, protocols, and security requirements

established by ProCura from time to time in its reasonable discretion for access to and use of the Portal.

8. **INTELLECTUAL PROPERTY LICENSE:** Subject to the terms and conditions of this Agreement, ProCura grants User and its customers who contract for the Services a non-exclusive, non-transferable, limited license to use the software and other intellectual property (collectively "IP") related to the Services solely at User's facility identified at the point of sale and at any customer facility identified in a User purchase order submission.

8.1. **LIMITATIONS ON USE:** Without limiting any other provision or this Agreement or detracting from the obligations of User hereunder, User acknowledges and agrees that neither User nor any agent of User shall use any IP in any manner which is (i) inconsistent with the purposes of this Agreement, or (ii) which in any way detracts from ProCura's ownership of the IP. User agrees to maintain all ProCura IP and Trade Secrets in confidentiality.

9. **UPDATES:** ProCura may provide User, in ProCura's sole discretion, with updates or upgrades to the Services or that ProCura makes generally available to its Users and direct customers. User agrees to accept future updates and upgrades as may be necessary for the proper performance of the technology, and that the most recent version of Services Terms and Conditions and information pertaining to technology changes, are readily available online and to the User upon request.

10. **UPLOADS; REMOTE ACCESS:** ProCura may automatically upload User data on a periodic basis to ProCura's systems for the purpose of verification of usage of the Services and to assist in the further development of the Services. ProCura agrees to keep User data confidential to the extent it is permitted by law.

11. **COOPERATION:** User agrees that (i) neither it nor its customers will attempt to tamper with the collection or transmission to ProCura of any such information, and (ii) User and its customers will provide reasonable cooperation to ProCura to facilitate these uploads. Evidence of tampering with systems or IP of ProCura shall constitute immediate grounds for ProCura to terminate contracts with User and seek liquidated damages in an amount no less than \$1,000,000.00 and no more than \$5,000,000.

12. **REMOTE ACCESS:** User understands that ProCura shall be granted unfettered access the Hardware and systems on which the Hardware is installed in order to obtain usage data, reports, and other information with respect to the Services and to otherwise to electronically verify compliance with this Agreement. User will obtain all permissions and consents required from its customers, for uploads to, and remote access by, ProCura. User agrees to cooperate with ProCura and act in good faith in procuring the necessary consent from any third-parties.

13. **THIRD PARTY SOFTWARE AND PRODUCTS:** ProCura makes no warranties as to any third-party software or products, or for any other product not initially embedded in or included with the Services and/or otherwise furnished to User by ProCura. The use of any third-party software in conjunction with ProCura technology or systems shall

constitute a material breach of this agreement by User. The direct or indirect alteration or modification of any ProCura products, settings, software, or hardware by User shall likewise constitute a material breach of this agreement by User, for which liquidated damages may be claimed by ProCura and shall be paid within thirty (30) days.

14. **LIMITED AND EXCLUSIVE REMEDY:** The sole and exclusive remedy of User or any customer of User for any breach by ProCura of any warranty made by it in this Agreement or any other breach by ProCura of its obligations pursuant to this Agreement is written notice to ProCura of such breach with sufficient detail thereof and provide ProCura with a reasonable opportunity to correct or cure the breach. However, in the event that a reasonable opportunity to cure an alleged breach of defect is unsuccessful, and subsequently a court of law determines that ProCura breached this agreement with User, then the parties agree that ProCura's damages as owed to User shall be limited to a maximum figure of \$1,000.00.
15. **LEGAL COMPLIANCE:** The parties agree that the business operations of ProCura and its agents, employees, and contractors shall be conducted in a manner consistent with any and all applicable laws and regulations. ProCura's regulators, customers, or vendors may from time to time impose restrictions or conditions, including conditions of confidentiality, on ProCura and personnel working with ProCura. User agrees that it shall cooperate with ProCura in adapting to, and complying with, and legal or regulatory changes.
16. **ASSIGNMENT:** Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this Agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this Agreement.
17. **INDEMNITY.** User shall indemnify ProCura for, and hold it harmless from, any loss or damage incurred by the use of Services by reason of any act, defect, or omission so performed, facilitated, or omitted by User or Representative so long as such they acted in good faith and in a manner reasonably believed by them or ProCura to be within the scope of authority granted by this Agreement and in the best interest of ProCura, unless such individual has been guilty of gross negligence or willful misconduct with respect to such acts or omissions and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful.
18. **LIMITATION OF LIABILITY:** ProCura shall not have any liability or obligation to User or its customers if the alleged breach is due to causes not within ProCura's reasonable control, including but not limited to: (i) any defect caused by any negligent act or omission by anyone other than ProCura (this shall include protection for ProCura as to any breaches caused by third parties hired by ProCura to perform routine maintenance and servicing); (ii) any defect caused by use of the Services or Hardware in an operating environment not consistent with ProCura's specifications, designs, recommendations, or otherwise not in accordance with this Agreement; (iii) any defect caused by the improper use, alteration or abuse of the Services or the Hardware; (iv) User's failure to follow ProCura's instructions

for the operation or use of the Services or the Hardware; (v) power failure or surges; (vi) Acts of God; or (vii) other factors beyond the reasonable control of ProCura.

19. **EXCLUSION OF CERTAIN DAMAGES:** Without limiting any other provision of this Agreement, on its behalf and on behalf of its customers, User agrees that:
IN NO EVENT SHALL PROCURA BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN NO EVENT SHALL PROCURA'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT or the SERVICES, REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, EXCEED THE MONTHLY RECURRING FEES PAID TO PROCURA DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM ARISES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROCURA SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES TO THIS AGREEMENT.
20. **SOFTWARE INDEMNIFICATION:** User shall, at its sole expense, defend, indemnify, and hold harmless ProCura and its licensors, subsidiaries, agents, and employees, from and against any and all claims, lawsuits, arbitration demands, mediation demands, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorneys' fees and litigation expenses) that ProCura or its licensors may incur relating to or arising from (i) any modification of or addition to the Software not provided or approved in writing by ProCura IoT; (ii) User's negligence or misuse in the operations of the Services; or (3) any infringement, misappropriation, or other claims that arise from the combination of the Software with any hardware, software or data not authorized in writing by ProCura, provided that such claim would not have arisen from the use of the Software alone.
21. **CONFIDENTIALITY:** User shall not disclose to any third party any proprietary or trade secrets relating to the goods or services provided by ProCura pursuant to this Agreement, including without limitation any related technical information ("Trade Secrets"). However, these obligations shall not apply to information that is publicly available, published through authorized disclosure by ProCura, or where disclosure is required by law or court order.
22. **CONTROLLING LAW:** This Agreement and the rights and obligations of the parties related hereto are governed by the substantive and procedural laws of Delaware.
23. **DISPUTE RESOLUTION:** The Jefferson Circuit Court of Jefferson County, Kentucky shall be the sole and exclusive venue for any legal action brought in connection with this Agreement. The parties specifically consent to the personal and exclusive jurisdiction and venue of Jefferson Circuit Court. However, the parties agree that ProCura may elect to bring actions for injunctive or other equitable relief relating to its proprietary or IP rights or for the enforcement or recognition of any judgment or order relating to this Agreement in any jurisdiction of its choosing.