

The following Master Services Agreement terms and conditions (“Agreement”) govern any and all Services AssetWatch, Inc. (“AssetWatch”) (including its employees, agents and licensees) performs for the Customer (“Customer”) pursuant to the further terms of one or more executed Statements of Work (each a “SOW”) referencing this Agreement and entered on an original effective date (“Effective Date”) that is within the timeframe during which this version of the Agreement is the most recent version of the Agreement published on the AssetWatch website. This Agreement is hereby incorporated into each such SOW for the Service period set forth therein, including as extended. AssetWatch and Customer are also referred to herein individually as a “Party” and collectively as the “Parties”.

“**Confidential Information**” means all proprietary and other information disclosed by one Party (or its agents) (“Discloser”) to the other Party (or its agents) (“Recipient”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, but not limited to, technical data, trade secrets, know-how, product specifications, inventions, processes, formulas, technology, designs, drawings and other business information (including, without limitation, all Intellectual Property), provided however, that Confidential Information shall not include any items that: (i) have become known generally to the public or ascertainable from public or published information (other than as a result of unauthorized disclosure by the Recipient or a third-party); (ii) was known by the Recipient prior to disclosure by the Discloser; (iii) is received by a third party without breach of any obligation owed to the Discloser; or (iv) was independently developed by Recipient without use or access to the Confidential Information. Confidential Information shall also include all proprietary information or other rights of any nature used by AssetWatch to manufacture or develop Equipment or in connection with AssetWatch providing Services. Confidential Information shall also include confidential or proprietary information received from third parties that is subject to a duty on the part of the disclosing Party to maintain the confidentiality of such information and to use it only for certain specified purposes.

“**Equipment**” means all AssetWatch-owned hardware, software, firmware and wiring that AssetWatch installs for Customer, which could include one or more transponders, sensors, receivers, energy harvesters, cellular routers, and/or umbilical cords as may be outlined in the SOW.

“**Fees**” means financial compensation in US Dollars paid by Customer to AssetWatch in exchange for Services and as further detailed in the SOW, and exclusive of sales tax and other applicable taxes for which Customer shall be solely responsible.

“**Intellectual Property**” any and all creative work product conceived, created, produced or reduced to practice by a Party in connection with the Agreement, the Services, or the Equipment, including any trademarks, service marks, trade dress, trade secrets, patents, labeling, packaging, hang-tags, trade names, distinctive words, logos, drawings, art work, product ideas and concepts, pictures, colors, formulas, discoveries, inventions, specifications, proprietary information, processes, designs, design and/or utility models or copyrights, or any marks or works similar thereto, all applications for any of the foregoing, and any modifications, derivations, improvements or adaptations thereof, owned, conceived, created, produced or reduced to practice by AssetWatch or Customer, as the context may require, together with all of the goodwill associated therewith.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust, or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“**Services**” means those certain products, services and Equipment to be provided by AssetWatch (and/or its subcontractors) to Customer as specified in the SOW, and includes without limit any user manuals, on-line help, verbal and written reports, emails or other written verbal and online materials relating to any of the foregoing and prepared or made available to Customer, as may be created or updated from time to time.

1 **Use License.** Subject to the terms and conditions of this Agreement, AssetWatch grants Customer a non-exclusive, non-sublicensable and non-transferable, limited use license during the term of this Agreement to use the Services solely for the purposes set forth in this Agreement.

2 **Ownership.** Except for the rights expressly granted herein, this Agreement does not transfer to Customer any right, title, or interest in or to the Services or any Intellectual Property Rights thereto. AssetWatch shall retain sole and exclusive title to all Services, including any related Intellectual

Property, and any copies or elements thereof. Customer hereby assigns to AssetWatch all right, title, and interest in and to any modifications or enhancements to the Services made by or on behalf of Customer, directly or indirectly, whether or not such modifications or enhancements are expressly permitted under this Agreement.

3 **Rights in Data.** Customer shall own all data generated by Customer equipment and recorded by AssetWatch while performing the Services. AssetWatch shall own all analyses of such data by AssetWatch while performing the Services. AssetWatch shall own and hereby grants Customer a fully paid up, royalty free, nonexclusive, perpetual, irrevocable, worldwide license to use all Customer reports (oral and written) based upon such data and generated by AssetWatch while performing the Services. Customer grants AssetWatch a fully paid up, royalty free, nonexclusive, perpetual, irrevocable, worldwide license to assess and otherwise use such Customer data in aggregated and anonymized form, including, without limit, for machine learning activities.

4 **Fees; Payment Terms; Late Fees.** Customer shall pay all Fees at the rate(s) set forth in the SOW. Unless otherwise expressly provided in the SOW, payment of all Fees shall be due within ten (10) days after execution of the applicable SOW. AssetWatch may impose, and Customer shall pay, interest on overdue amounts at the rate of 1.5% per month or the maximum rate permitted by law (whichever is lower). If Customer fails to make timely payments or if Customer’s business conditions change, then AssetWatch may condition future Service subscription renewals upon payment terms shorter than those specified in any SOW. If AssetWatch suspends Customer’s Account and Customer requests reactivation, then AssetWatch may charge Customer a reactivation fee equal to 50% of the then-current applicable Service activation fee or \$250 whichever is greater.

5 **Term; Termination.** This Agreement shall continue from the Effective Date until terminated by either Party: (a) immediately upon written notice if the other Party has breached any material obligation hereunder and such breaching Party fails within thirty (30) days after receiving written notice thereof to cure such breach; or (b) for any reason or no reason at all by providing thirty (30) days prior written notice to the other Party. Upon termination of this Agreement, all terms and conditions which by their express language or by their nature and context reasonably should survive termination, shall so survive. Notwithstanding the foregoing, any SOW that is in effect at the time of termination of this Agreement shall continue for its stated term and all applicable terms of this Agreement shall apply thereto. Each SOW shall continue from its effective date until the earlier of: (a) the end of its stated term or (b) termination by either Party: (i) immediately upon written notice if the other Party has breached any material obligation hereunder and such breaching Party has failed within thirty (30) days after receiving written notice thereof to cure such breach or (ii) for any reason or no reason at all by providing thirty (30) days prior written notice to the other Party.

6 **SOW Subscription Period and Renewal.** Unless otherwise expressly provided in the applicable SOW, each SOW shall automatically renew for one or more period(s) equal in time to the original term of that SOW, at the pricing schedule in effect at the time of each such renewal.

7 **Initial Trial Period.** If Customer and AssetWatch agree to a trial period for any SOW, Customer may receive the Services under the applicable SOW at the agreed to fees for the term of the stated trial period. Following the term of any trial period provided for under the applicable SOW, such subscription will automatically continue as a paid subscription unless cancelled by Customer in writing by the end of the trial period.

8 **Termination Fee; Rescheduling Fee; Service Fee.** a) In the event Customer terminates any SOW for convenience, Customer shall pay to AssetWatch immediately prior to such termination a termination fee equal to the remaining fees under the applicable SOW that would have accrued during the remainder of the then-existing term of the SOW. b) If Customer fails to provide AssetWatch at least seventy-two (72) hours prior written notice cancelling or rescheduling a planned installation of AssetWatch equipment at a Customer facility, Customer shall pay to AssetWatch a rescheduling fee of \$1,500 for each installation cancelled or rescheduled due and payable to AssetWatch within seventy-two (72) hours following the missed installation time. c) If Customer requires AssetWatch to make an on-site visit to reestablish functionality of Equipment that lost functionality due to actions taken by Customer (e.g., Customer facility loses power), Customer shall pay AssetWatch a service fee of \$1,500 for each full or partial calendar day spent on-site reestablishing functionality.

9 **Return of Equipment; Deinstallation; Replacement Fee.** In the event of termination or expiration of this Agreement or any applicable SOW, Customer shall, promptly return all Equipment within fourteen (14) business days from the end date. The Equipment shall be deinstalled, packed and returned in accordance with AssetWatch’s instructions. If Customer requests

AssetWatch to conduct an Equipment deinstallation, Customer shall provide AssetWatch representatives reasonable access to all Customer facilities containing Equipment to enable AssetWatch to safely remove all such Equipment. Such access will be provided within a reasonable and practical time period from date of termination or expiration, but not to exceed fourteen (14) days from the effective date of termination or expiration, or as otherwise agreed by Customer and AssetWatch in writing. Customer shall pay AssetWatch a deinstallation fee of \$1,500 per day for any Equipment deinstallations performed by AssetWatch. AssetWatch reserves the right to charge Customer the following replacement fee for any Equipment that was lost, destroyed or damaged while in Customer's possession or control: a) PBSM/Sensor \$150; b) Hub \$350; c) Cradle \$575; and d) C1D2 Certified enclosure \$2,000.

10 **Warranty; Disclaimer.** AssetWatch warrants that it will perform all Services in accordance with generally accepted practices within its industry and that the Services will meet the requirements set forth in any applicable SOW. Customer shall notify AssetWatch of any breach of this warranty no later than thirty (30) days after delivery of the applicable Services. CUSTOMER'S EXCLUSIVE REMEDY AND ASSETWATCH'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR ASSETWATCH TO REPERFORM ANY NON-CONFORMING PORTION OF THE SERVICES, OR IF ASSETWATCH CANNOT SO REMEDY THE BREACH, TO REFUND TO CUSTOMER THE PORTION OF THE FEES ATTRIBUTABLE TO SUCH NON-CONFORMING PORTION OF THE SERVICES. ASSETWATCH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMIT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSES, AND DOES NOT GUARANTEE THAT THE USER PLATFORM CANNOT BE COMPROMISED, WILL BE ERROR FREE, WILL NEVER BE INTERRUPTED OR THAT THE SERVICES WILL IDENTIFY EVERY MAINTENANCE AND REPAIR NEED OF CUSTOMER.

11 **Confidential Information.** In connection with this Agreement, each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. The Receiving Party shall (i) not access or use, or permit any other Person to access or use, Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information of a similar nature and in no event less than a reasonable degree of care; (iii) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information of which it becomes aware and take all reasonable steps to prevent further unauthorized use or disclosure; and (iv) ensure compliance of its employees and other agents with the terms of this Section. Notwithstanding the foregoing, AssetWatch shall be permitted to review and aggregate or anonymize any Confidential Information and use such aggregated and anonymized information. The terms of this Section shall survive for a period of two (2) years from the date of expiration or termination of this Agreement (and with respect to any trade secret for as long as such Confidential Information continues to be a trade secret under applicable law).

12 **Indemnification.** Each Party (the "Indemnifying Party") agrees to indemnify the other Party (the "Indemnified Party") and its officers, shareholders, directors, employees, agents, successors, and assigns from and against any and all third-party claims, suits, debts, dues, obligations, actions, causes of action, liabilities, and damages (including reasonable attorneys' fees) for any personal injury (including death), property damage or other loss (each a "Claim") to the extent arising out of the gross negligence or willful misconduct of the Indemnifying Party during the course of providing the Services.

13 **Hazardous Locations.** Customer represents and warrants that with respect to any Customer physical space that constitutes a "hazardous location" as described in 29 C.F.R. §1910.307 or comparable state law, Customer maintains and operates such space and all activities within such space in compliance with all applicable federal, state and local safety requirements and regulations, including without limit, 29 C.F.R. Part 1910 (collectively, "hazardous location safety requirements"). Customer shall indemnify, defend and hold AssetWatch, its employees and agents harmless from and against any and all Claims arising out of or caused by any failure of Customer to comply with all applicable hazardous location safety requirements, including when installing, connecting, using, maintaining or deinstalling AssetWatch Equipment and supporting electrical or other systems in a hazardous location.

14 **Indemnification Procedures.** The Indemnified Party shall give the Indemnifying Party prompt written notice of any Claim for which indemnification is sought. The failure of the Indemnified Party to deliver notice to the Indemnifying Party within a reasonable time after the Indemnified Party becomes aware of such matter shall not relieve the Indemnifying Party of

liability to the Indemnified Party, except to the extent that the Indemnifying Party is materially prejudiced by any delay in receiving such notice. The Indemnifying Party shall have sole discretion over the conduct of the defense and settlement of any Claims, and the Indemnified Party, at its own expense, may retain counsel to participate in the defense of such Claims. The Indemnified Party shall cooperate in the defense of any Claim. In no event may the Indemnifying Party enter into any settlement or other agreement which would in any manner affect the rights of or bind the Indemnified Party without the prior written consent of the Indemnified Party.

15 **Remedies and Limitation of Liability. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES.** Customer's maximum recovery against AssetWatch relating to the Services provided hereunder or otherwise arising out of this Agreement, whether in contract, tort, or otherwise, is the amount actually paid to AssetWatch under the applicable SOW. Other than the equitable relief set forth herein, an award of damages not to exceed monies paid to AssetWatch is Customer's sole and exclusive remedy against AssetWatch.

16 **Insurance.** For as long as AssetWatch's obligation to indemnify remains in effect, AssetWatch will maintain general liability and auto insurance policies, including product liability coverage, in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (2,000,000) in the aggregate which can be compromised of primary and umbrella policies. AssetWatch will provide Worker's Compensation Insurance as required by law. Technology Errors and Omissions coverage in the amount of Five Million Dollars (\$5,000,000) per occurrence and total aggregate will be maintained. The insurance coverage required shall be provided by an insurance company or companies with a rating of at least "A" or greater in Best's Insurance Guide. Upon Customer's reasonable request and no more often than annually thereafter, upon reasonable request, AssetWatch shall provide Customer with certification of insurance evidencing such coverage.

17 **Notices.** Except as otherwise expressly specified herein, all notices, requests or other communications required hereunder shall be in writing and shall be deemed to have been given or made if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, or delivered by established overnight courier upon written verification of receipt, to the Parties at the notice addresses set forth below or at such other addresses as shall be specified in writing by either of the Parties to the other in accordance with the terms and conditions of this Section. Notices, requests, or communications shall be deemed effective upon receipt or refusal.

18 **Miscellaneous.** This Agreement will not be construed as creating or constituting a partnership, joint venture, or agency relationship between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. A Party will not use the other Party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other Party, except that AssetWatch may list Customer as a client of AssetWatch in marketing and promotional materials. This Agreement shall not be assigned without the prior written consent of the other Party. This Agreement shall not be disclosed to any third party without the prior written consent of the other Party. This Agreement shall be governed by the laws of and enforced within the jurisdiction of the State of Ohio without regard to its laws of conflicts. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts serving Franklin County, Ohio for all disputes arising out of this Agreement. If any term of this Agreement is found to be unenforceable, then such term will be enforced to the maximum extent permitted by law, and the remaining terms of this Agreement will remain in full force and effect. This Agreement may not be amended or modified, and no provisions hereof may be waived, unless the same shall be in a writing, signed by both parties, explicitly stating their intent to amend, modify or waive specific provisions of this Agreement, identifying such provisions in such amendment or modification. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Violations of Sections 1, 2, 3, 7 and 9 of this Agreement are likely to cause irreparable harm and therefore the non-breaching Party may seek immediate injunctive relief without the need of posting bond in the event of such a violation. This Agreement, and all terms and provisions thereof, and amendments hereto, shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties hereto and their respective successors, permitted assigns, and legal representatives. This Agreement does not confer any rights or benefits on any third parties. Either Party may execute a counterpart of this Agreement by facsimile or other written or electronic

confirmation from such Party of execution of such counterpart by such Party, which shall be fully effective as an original counterpart hereof. This Agreement, including any SOW or other attachments hereto, constitutes the complete, final, and exclusive statement between the Parties regarding its subject matter, and supersedes all related prior or contemporaneous representations, understandings, and communications. If there is any conflict between the terms of a SOW and the terms contained herein, the terms of the SOW shall prevail with respect to the subject matter of the applicable SOW only. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either Party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or

AssetWatch, Inc.:

Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____

obligations of the Parties hereunder, or otherwise modify this Agreement (including any SOWs entered hereunder), regardless of any failure of a receiving Party to object to such terms, provisions or conditions. Each Party acknowledges and agrees that it has carefully read and fully understands the terms of this Agreement and fully understands the meaning and intent thereof, including, but not limited to, its final and binding effect.

The Parties have caused their duly authorized representatives to execute this Agreement on the dates below, to be effective as of the Effective Date.

Customer: [NAME]

Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____
