



IoT MASTER SERVICES AGREEMENT

This IoT Master Services Agreement (the “Agreement”) represents the entire agreement between Hwisel, Inc., an Ontario corporation (hereinafter referred to as “Hwisel,” “we,” “us,” and “our”) and the user who has executed this Agreement, signed up for the Service Offering online, or used the Service Offering (hereinafter referred to as “Client,” “you,” “your,” and “yours”).

WHEREAS Hwisel offers licensed services as described in Exhibit A (“Service Offering”), subject to the terms and conditions in this Agreement; and the Client desires to license services from Hwisel as described in Service Offering, subject to the term and conditions in this Agreement;

NOW, THEREFORE, desiring to enter into a legally binding contract, Hwisel and Client agree as follows:

1. Grant of Rights to Use Services

1.1 Subject to your acceptance of and compliance with this Agreement and with the payment requirements for the Service Offerings, Hwisel hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license during the Term of this Agreement in and under our intellectual property rights, to access and use the Service Offerings solely in accordance with the terms and conditions of this Agreement. Unless explicitly stated otherwise, any new features provided by Hwisel that augment or enhance any of the current Service Offerings shall also constitute “Service Offerings” and shall be subject to this Agreement. You may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer any of the Service Offerings for any purpose whatsoever. You may not allow any unauthorized third party to access any of the Service Offerings for any purpose whatsoever. All rights not expressly granted under this Agreement are retained by Hwisel.

1.2 You shall not under any circumstances use information from any of the Service Offerings to build a database for resale or for access by a third party in competition with the Services.

1.3 We may make available to you, for your installation, copying and/or use in connection with the Services, from time to time, a variety of software, data and other content and printed and electronic documentation (the “Hwisel Properties”). Subject to your acceptance of and compliance with this Agreement, ongoing compliance with this Agreement with respect to the subject Services, and payment if and as required for your right to use the subject Services, Hwisel hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term of this Agreement in and under our intellectual property rights in the Hwisel Properties, only to install, copy and use the Hwisel Properties solely in connection with and as necessary for your use of the Services, solely in accordance with the terms and conditions of this Agreement.

(a) The Hwisel Properties include, without limitation:

- The Website;
- Hwisel web portals;
- The Hwisel API; and
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of any facet of the Services and its related Hwisel API, Website and technology.

(b) Except as may be expressly authorized under this Agreement:

- You may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Hwisel Properties.
- You may not, and may not attempt to, reverse engineer, disassemble, or decompile any of the Service Offerings, or apply any other process or procedure to derive the source code of any software included in any of the Service Offerings.

1.4 The rights granted by us in this Agreement with respect to the Service Offerings are nonexclusive.

1.5 In conjunction with the above noted Service Offering we may make available to you in order for the Service Offering to function, as installed by us, and/or use in connection with the Services, from time to time, a variety of hardware, modems and Gateways (the "Hwisel Hardware"). Subject to your acceptance of and compliance with this Agreement, ongoing compliance with this Agreement with respect to the subject Services, and payment if and as required for your right to use the subject Services, Hwisel hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term of this Agreement in and under our intellectual property rights in the Hwisel Properties, only to use the installed Hwisel Hardware, in order to use the Hwisel Properties and for them to function solely in connection with and as necessary for your use of the Services, solely in accordance with the terms and conditions of this Agreement. It is understood that all times the Hwisel Hardware is the property of Hwisel, and ownership shall remain that of Hwisel.

1.6 **RIGHT OF WAY** – Hwisel shall have the right to enter the premises at any reasonable time and without notice for the purpose of servicing its' equipment and Hwisel Hardware, discontinuation of service, removing the equipment and for any other reason necessary and incidental to the conduct of its business as a service provider. It is understood that you may have to provide Hwisel, and/or its affiliates, subcontractors and assigns, access to install Hwisel Hardware on the building, at no additional costs, which includes access to power and an internet connection. Hwisel will maintain its own insurance coverage over such products, but will not be covered for damages as caused by you.

1.7 In the event this agreement is terminated for any reason, it is understood that Hwisel shall have the right to retrieve and remove its equipment and Hwisel Hardware for a period of up to two (2) and this removal shall similarly be subject to the Right of Way as listed above. During this period and upto and including the date in which the Hwisel Hardware is removed, Hwisel retains the rights and services as listed above in the product(s) and Hwisel Hardware.

2. Term, Termination and Suspension

2.1 The term (“Term”) of this Agreement will commence once you execute this Agreement. This Agreement will remain in effect for five(5) years (“Period”) or until terminated by you or Hwisel in accordance with this Section 2. Thereafter, the Term of this Agreement will automatically renew for an additional Period by your continued use of the Services, unless earlier terminated under Section 2.2.

2.2 You may terminate this Agreement for any reason or no reason at all, at your convenience, by closing your account for the Services. Upon termination your rights and obligations for the Term shall cease, except for your payment obligations for this Agreement, which shall become fully payable upon termination, except as expressly provided otherwise in this Agreement and except for your obligations with respect to Hwisel Hardware including but not limited to modems and gateways, and removal of the Hwisel Hardware, as referenced in section 1.7.

2.3 Except as otherwise expressly provided in this Agreement, we may suspend your right and license to use all or any of the Service Offerings or terminate this Agreement in its entirety (and, accordingly, cease providing any of the Service Offerings to you), for any reason or for no reason, at our discretion at any time by providing you 30 days' advance notice in accordance with the notice provisions set forth in Section 10 below. If Hwisel determines that providing advance notice would negatively impact Hwisel' ability to provide any of the Service Offerings, Hwisel may suspend your right and license to use any of the Service Offerings or terminate this Agreement in its entirety (and, accordingly, cease providing any of the Service Offerings to you), with no notice.

2.4 We may suspend your right and license to use any of the Service Offerings or terminate this Agreement in its entirety (and, accordingly, your right to use the Services), for cause effective as set forth below:

2.4.1 Immediately upon our notice to you in accordance with the notice provisions set forth in Section 10 below if (i) there is an unusual spike or increase in your use of any of the Service Offerings for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of any facet of any of the Service Offerings; (ii) we determine, in our sole discretion, that our provision of any facet of any of the Service Offerings to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (iii) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your

assets, failure to continue your business, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary bankruptcy or similar proceeding.

2.4.2 Immediately and without notice if you are in default of any payment obligation to us or if any payment mechanism you have provided to us is invalid or charges are refused for such payment mechanism.

2.4.3 After 5 days following our provision of notice to you in accordance with the notice provisions set forth in Section 10 below if you breach any other provision of this Agreement and fail, as determined by us, in our sole discretion, to cure such breach within such 5-day period.

2.5 Effect of Suspension or Termination.

2.5.1 Upon our suspension of your use of the Service Offerings, in whole or in part, for any reason: (i) fees will continue to accrue for the Service Offerings that are still in use by you, notwithstanding the suspension; (ii) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension with respect to the Service Offerings; and (iii) all of your rights with respect to the Service Offerings shall be terminated during the period of the suspension.

2.5.2 Upon termination of this Agreement for any reason: (i) you remain liable for all fees, charges and any other obligations to us you have incurred through the date of termination; and (ii) all of your rights under this Agreement shall immediately terminate.

2.6 In the event this Agreement expires or is cancelled or terminated for any reason, Sections 4, 6, 7, 8, 9, and 10 and any applicable definitions will survive any such expiration, cancellation or termination.

3. Downtime and Service Credits;

3.1 We may award service credits (referred to as “Service Credits”) to you for unanticipated, unscheduled downtime or unavailability of any facet of any of the Service Offerings, as set forth in the attached Exhibit “B” (“Service Level Agreement”). Assignment of Service Credits provides only a limited, non-transferable, non-sublicensable, revocable license to use such Service Credits to access like-Services that we expressly make available for use with the Service Credits. Service Credits have no monetary value and do not constitute currency or property of any type. Service Credits may not be sold or transferred, and cannot be exchanged for cash or for any other goods or services. Only paying customers in good standing with recurring month-to-month or pre-paid annual accounts are eligible for Service Credits.

4. Confidentiality

“Confidential Information” means any information, written or oral, that relates to either party’s business, products, processes, or services, that is designated as a trade secret, confidential or proprietary or that a reasonable party would understand to be confidential or proprietary, with the

following exceptions: (i) information that was already known to the receiving party; (ii) information obtained from public or published information; (iii) information received from a third party not known to be employed or affiliated with the disclosing party; and (iv) information which is or becomes known to the public other than through a breach of this Agreement. Hwisel pricing, software, and technical documentation related to any of the Service Offerings shall be deemed Confidential Information and trade secrets regardless of any lack of other designation.

Each party agrees not to disclose the other party's Confidential Information and to protect its confidentiality using at least the same degree of care that party uses to protect its own Confidential Information, which shall under no circumstances be less than reasonable, including not disclosing it to a third party unless there is a "need to know," a "right to know," and a written obligation by the third party to maintain the confidentiality. If a party receives an order from a court or other governmental body that requires disclosure of the other party's Confidential Information then the party receiving the order shall notify the other party of the order and shall assist the other party in seeking an appropriate protective order in advance of making any such disclosure. You further agree not to allow or enable the reverse engineering, decompiling or disassembling of any of the Service Offerings software, including without limitation deriving any data, algorithms, or source code. The obligation to protect Confidential Information shall survive the expiration or termination of this Agreement.

5. Fees

5.1 An "Order Form" is a written document signed by you and Hwisel, or an electronic form submitted by you and accepted by Hwisel, which identifies the Service Offerings that you have agreed to purchase and the corresponding fees. To the extent the Service Offerings or any portion thereof are made available for any fee, you agree to pay all applicable fees (including any usage-based fees). You will provide Hwisel with valid credit card information or with a valid purchase order or alternative document reasonably acceptable to us. If you provide credit card information, you thereby authorize Hwisel to charge such credit card for all Services listed in the Order Form for the initial term and any renewal term(s). Fees shall be charged in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order Form. Unless specified otherwise in the Order Form we will invoice you in advance for all regular recurring fees, such as subscription fees, and invoice you in arrears for all usage-based fees. We may increase or add new fees for any existing facet or feature of any of the Service Offerings by giving you 30 days' advance notice. You will provide such information to us as reasonably required to determine whether we are obligated to collect any taxes from you.

5.2 We may specify the manner in which you will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. Should you have any dispute as to paid fees associated with your account, please email us within 45 days of the date of the activity that generated such dispute, and we will attempt to resolve the matter. Any and all refunds issued to resolve such a dispute shall be issued as credits to your account, but in no event shall there be any cash refunds. Disputes older than 45 days shall not be entitled to any refunds or credits.

6. Intellectual Property

6.1 We reserve all right, title and interest (including but not limited to all intellectual property and proprietary rights) in and to: (i) the Service Offerings; (ii) trademarks, service marks, copyrights and other intellectual property used by Hwisel to identify itself as the provider of goods and/or services (the "Hwisel Marks"); (iii) any other technology and software that we provide or use to provide any of the Service Offerings and (iv) any Hwisel Hardware, including modems or gateways installed by Hwisel. You do not, by virtue of your use and access rights expressly set forth in this Agreement or otherwise, acquire any ownership interest or rights in any of the Service Offerings, the Hwisel Marks, or such other proprietary information, technology and software, and Hwisel Hardware.

6.2 In the event you communicate to us suggestions for improvements to any of the Service Offerings or Hwisel Marks (collectively, "Feedback"), and any other content or information you post or provide to Hwisel via comments, forums, blogs, emails and the like (collectively, "Communications"), we shall own all right, title, and interest in and to the same, even if you have designated the Feedback or Communications as confidential, and we shall be entitled to use the Feedback and Communications without restriction or compensation. You hereby irrevocably assign all right, title and interest in and to the Feedback and Communications to us and agree to provide us such assistance as we may require to document, perfect, and maintain our exclusive rights to the Feedback and Communications.

7. Representations and Warranties; Disclaimers; Limitations of Liability

7.1 You represent and warrant that you will not use any of the Service Offerings (including but not limited to our Website forums and comments sections) or Hwisel Marks or any of your Applications or Queries, in a manner that violates this Agreement. To this end, you must take reasonable precautions and procedures to prevent violation of this Agreement. Although Hwisel does not assume the duty or obligation to monitor any materials created, posted or uploaded by you or any third parties, Hwisel reserves the right, in its sole and absolute discretion, to monitor any and all materials posted or uploaded by you or any third parties at any time without prior notice to ensure that they conform to our usage guidelines and policies.

7.2 You represent and warrant that you are responsible for any charges incurred by virtue of your use of the Applications, whether or not the Application in question acted in error.

7.3 THE SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OF THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF

DEALING OR USAGE OF TRADE. WE AND OUR LICENSORS DO NOT EXPLICITLY WARRANT WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN SERVICE OFFERINGS WILL BE CORRECTED, LOST OR DAMAGED. WE AND OUR LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OFFERINGS INTERRUPTIONS, INCLUDING WITHOUT LIMITATION POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH ANY OF THE SERVICE OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

7.4 NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS, OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE ANY OF THE SERVICE OFFERINGS; OR (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER FOR THE SERVICES FURTHERMORE, YOU ACKNOWLEDGE THAT THIS ENTIRE SECTION 7 AN ESSENTIAL COMPONENT OF THIS AGREEMENT, AND THAT WE WOULD NOT PROVIDE ANY OF THE SERVICE OFFERINGS WITHOUT YOUR MAKING THESE REPRESENTATIONS AND WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

7.5 THE SERVICES DO NOT AND ARE NOT INTENDED TO SUPPORT ANY EMERGENCY SERVICES. "EMERGENCY SERVICES" SHALL MEAN SERVICES THAT ALLOW A USER TO CONNECT WITH EMERGENCY SERVICES PERSONNEL OR PROVING EMERGENCY MESSAGING TO A USER. NEITHER WE NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR LICENSORS SHALL BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, PENALTIES, FINES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES AND EXPERT FEES) (AND YOU HEREBY WAIVE THE SAME), ARISING FROM OR RELATING TO YOUR INABILITY TO USE ANY OF THE SERVICE OFFERINGS TO CONTACT ANY EMERGENCY SERVICES.

8. Disputes

8.1 By using the Services, you agree that the laws of the Province of Ontario, without regard to principles of conflicts of laws, will govern this Agreement and any dispute of any sort that might arise between you and us (including without limitation any rulings issued and remedies ordered by an arbitrator).

8.2 THE PARTIES WILL ACT IN GOOD FAITH TO RESOLVE ANY CLAIM OR DISPUTE ARISING UNDER THIS AGREEMENT. IF THE PARTIES FAIL TO RESOLVE A CLAIM OR DISPUTE, THAT CLAIM OR DISPUTE SHALL BE SUBMITTED BY EITHER PARTY TO BINDING ARBITRATION. NO TRIAL DE NOVO OR APPEAL WILL BE AVAILABLE FOR ANY CLAIM OR DISPUTE SUBMITTED TO BINDING ARBITRATION AND CONFIRMED BY A COURT OF COMPETENT JURISDICTION, EXCEPT AS TO MATTERS OF LAW. JURISDICTION WILL BE WITH THE COURTS OF THE PROVINCE OF ONTARIO. NOTWITHSTANDING THE ABOVE, ANY INJUNCTIVE RELIEF MAY BE OBTAINED IN ANY COURT HAVING JURISDICTION.

8.2.1 IF EITHER YOU OR HWISEL INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO HWISEL SHOULD BE SENT AS REQUIRED BY THIS AGREEMENT. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF YOU AND HWISEL ARE UNABLE TO RESOLVE THE DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION.

8.2.2 AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

9. Notices

10.1 All notices made by us under this Agreement for you or your account specifically (e.g., notices of breach and/or suspension) will be provided to you via a notification message displayed on your account page or via the email address provided to us in your account registration or in any updated email address you provide to us in accordance with standard account information update procedures we may provide from time to time. It is your responsibility to keep your email address current and you will be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not you actually receive the email.

10.2 For notices made by you to us under this Agreement and for questions regarding this Agreement or any of the Service Offerings, you may contact HwiseL as follows: by Mail at HwiseL Soft Inc., 130 Queens Quay East, Suite 518, West Tower, Toronto, ON M5A 0P6, or by email at John@hwiseL.com

10. Miscellaneous Provisions

10.1 To the extent that all or any part of this Agreement is found to be unenforceable, the terms may be reformed and augmented so that all the terms found to be enforceable may be enforced against the applicable party. If any provision of this Agreement or its application to any person or circumstance is determined, to any extent, to be invalid or unenforceable and not amenable to reformation, that provision will be severed from the Agreement, and the remainder of this Agreement or the application of the provision to other persons or circumstances will remain valid and enforceable to the fullest extent permitted by law.

10.2 The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

10.3 This Agreement will be binding upon, and inure to the benefit of, the parties and their respective heirs, executors, administrators, representatives, successors and assigns.

10.4 This Agreement constitutes the entire agreement between you and us regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between you and us, whether written or oral, regarding such subject matter.

10.5 Nothing in this Agreement shall be construed as creating a partnership, contract of employment, agency, joint venture or franchise relationship between Hwisel and you.

10.6 Except as otherwise expressly provided in the Terms, there are no third party beneficiaries to this Agreement.