

TERMS AND CONDITIONS

These terms and conditions apply to any order form, cover page or other document (“Order Form”) entered into by and between CloudLeaf, Inc. (“Company”) and a customer (“You”) that incorporates these terms and conditions by reference. As used herein, “Agreement” means the Order Form and these terms and conditions.

1. DEFINITIONS

“Authorized User” means Your employee, contractor, agent or representative providing services to You in connection with the use case described in the Order Form.

“Company Products and Services” means the Marketing Website, the IoT Hardware Products, the IoT Service, the IoT Service Website, and the Mobile Application.

“Data” means all data and information that You provide or that is collected from You in connection with Your use of the Company Products and Services.

“IoT” means Internet of Things.

“IoT Hardware Products” means hardware products provided by Company to You that collects, transmits or receives location data, sensory data and/or other related data or information.

“IoT Service” means the Company’s online, web-based service that provides operational intelligence, analytics for location and sensory data and management tools for IoT Hardware Products. The IoT Service is accessed via the IoT Service Website and the Mobile Application.

“IoT Service Website” means the Company’s website that is used by You to access the IoT Service.

“Marketing Website” means the Company’s marketing website located at www.cloudleaf.io.

“Mobile Application” means the Company’s mobile application that is used in connection with the IoT Service.

2. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, Company hereby grants You, solely during the term of this Agreement, a non-exclusive, non-transferable, revocable license, without rights to sublicense, (a) to access and use the Marketing Website via the Internet, (b) to access and use the IoT Service and the IoT Service Website via the Internet, solely for use in connection with the IoT Hardware Products and solely for Your internal business purposes (and not for any personal, family, or household purposes), and (c) to use an object code copy of the Mobile Application on one mobile device owned or leased solely by each Authorized User, solely for use in connection with the IoT Hardware Products and solely for Your internal business purposes (and not for any personal, family, or household purposes).

Prior to allowing any Authorized User that is not an employee of Yours to use or access the IoT Service (“Non-Employee User”), You shall have that Non-Employee User agree to be bound by an agreement (“Non-Employee User Agreement”) that contains terms consistent with, and no less protective of Company and the IoT Service than this Agreement. In addition, such agreement must (i) stipulate that the IoT Service is licensed, not sold, and that title to and ownership of the IoT Service remains with Company or its licensors; (ii) disclaim all express and implied warranties on behalf of Company, and exclude liability of Company and its licensors for any direct, special, indirect, exemplary, incidental, cover, punitive or consequential damages; (iii) limit the Non-Employee User to using the IoT Service solely to provide services to You; (iv) provide that Company is a third party beneficiary of the agreement, with the right to enforce it directly against the Non-Employee User; and (v) provide that any license to access or use the IoT Service will terminate upon any expiration or termination of this Agreement. Upon Company’s request, You shall provide a copy of the applicable Non-Employee User Agreement to Company. You are responsible for compliance by each Authorized User with the terms of this Agreement.

3. ADDITIONAL MOBILE APPLICATION TERMS

3.1 The following additional terms and conditions apply with respect to any Mobile Application designed for use on an Apple iOS-powered mobile device (an “iOS App”):

(a) You acknowledge that this Agreement is between You and the Company only, and not with Apple, Inc. (“Apple”).

(b) Your use of the iOS App must comply with Apple’s then-current App Store Terms of Service.

(c) The Company, and not Apple, is solely responsible for the iOS App and the IoT Services and content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to the iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.

(d) You agree that the Company, and not Apple, is responsible for addressing any claims by You or any third-party relating to the iOS App or Your possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this Agreement and any law applicable to the Company as provider of the iOS App.

(e) You agree that the Company, and not Apple, shall be responsible, to the extent required by this Agreement, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or Your possession and use of the iOS App.

(f) You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a

“terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

(g) You agree to comply with all applicable third-party terms of agreement when using the iOS App (e.g., You must not be in violation of Your wireless data service terms of agreement when using the iOS App).

(h) The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to this Agreement as they relate to Your license of the iOS App. Upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as they relate to Your license of the iOS App as a third-party beneficiary thereof.

3.2 The following additional terms and conditions apply with respect to any Mobile Application designed for use on an Android-powered mobile device (an “Android App”):

(a) You acknowledge that this Agreement is between You and the Company only, and not with Google, Inc. (“Google”).

(b) Your use of Android App must comply with Google’s then-current Android Market Terms of Service.

(c) Google is only a provider of the Android Market where You obtained the Android App. The Company, and not Google, is solely responsible for Android App and the IoT Services and content available thereon. Google has no obligation or liability to You with respect to Android App or this Agreement.

(d) You acknowledge and agree that Google is a third-party beneficiary to the Agreement as they relate to Android App.

4. GEO-LOCATION TERMS

4.1 The IoT Services include and make use of certain functionality and services provided by third-parties that allow the Company to include maps, geocoding, places and other content from Google, Inc. (“Google”), or third-party vendors like Google, as part of the IoT Services (the “Geo-Location Services”). Your use of the Geo-Location Services is subject to Google’s then current Terms of Use for Google Maps/Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and by using the Geo-Location Services, You are agreeing to be bound by Google’s Terms of Use.

5. DATA

5.1 You hereby grant Company an irrevocable, non-exclusive, royalty-free, transferable license, with rights to sublicense, to use, reproduce, modify, distribute, display, perform and create derivative works of the Data in connection with Your use of the Company Products and Services. As between the parties, You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Data.

5.2 Company reserves the right to monitor the Data and to remove or disable Data that Company, in its sole discretion, determines to be illegal, harmful, offensive, creating liability for Company or its service providers, or otherwise in violation of this Agreement or Company's operating policies

5.3 Notwithstanding anything else in this Agreement, Company may monitor (x) Your use of the Company Products and Services, (y) use data and information related to such use and (z) the Data, in an aggregate or anonymous manner, including to compile statistical and performance information related to the provision and operation of the Company Products and Services (collectively, "Aggregated Statistics"). As between the parties, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Company. You acknowledges that Company will be compiling Aggregated Statistics based on Data and information input by other customers into the Company Products and Services and You agree that Company may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify You or Your personally identifying information.

6. LEASE OF IOT HARDWARE PRODUCTS

6.1 IoT Hardware Products may be leased or purchased by You, as set forth in the Order Form. If the IoT Hardware Products are leased, such IoT Hardware Products are referred to as "Leased Hardware", and the lease terms set forth in this Section 6 apply. If the Leased Equipment are purchased by You, such Leased Equipment are referred to as "Purchased Hardware", and the purchase and sale terms set forth in Section 7 apply.

6.2 Subject to Section 6.8, all Leased Hardware is Company's personal property. If Company requests, You shall mark the Leased Hardware to indicate Company's interest. At Company's request You shall return the Leased Hardware to Company in the same condition as when delivered, ordinary wear and tear excepted, at such location as Company reasonably designates, in which case, Company shall pay all reasonable and verifiable or documented charges to cover the Leased Hardware's transportation, packing, installation and handling to and from Company's or its vendor's facilities but You shall bear all risks involved in Your redelivering the Leased Hardware.

6.3 YOU MAY NOT, WITHOUT COMPANY'S PRIOR WRITTEN CONSENT, SUBLEASE, GRANT A SECURITY INTEREST IN, OR, ASSIGN OR OTHERWISE TRANSFER ANY RIGHTS, TITLE AND INTEREST IN AND TO THE LEASED HARDWARE.

6.4 Company may sell, assign, grant a security interest in, or otherwise transfer all or any part of its rights, title and interest in any or all of the Leased Hardware. The assignee may exercise Company's rights and remedies hereunder, and all references herein to Company shall include such assignee for such purpose.

6.5 You shall operate the Leased Hardware in accordance with the applicable manufacturer's manuals or instructions. You shall have the right to quietly possess and use the Leased Hardware as provided in the Agreement without Company's interference. You, at Your expense, shall maintain the Leased Hardware in good condition, reasonable wear and tear excepted, and shall comply with all laws to which the Leased Hardware's use is subject.

6.6 No alterations or accessions shall be made to the Leased Hardware without Company's prior written consent, except for accessories that can be removed without damage to the Leased Hardware. All accessories (other than items that can be removed without damage to the Leased Hardware) and improvements to the Leased Hardware (including software loaded on the Leased Hardware) are part of the "Leased Hardware" for purposes hereof, and Company shall immediately have, with respect to the same, all of the rights that Company has with respect to the Leased Hardware.

6.7 If, for any reason, the Leased Hardware is lost, stolen, destroyed or damaged beyond repair while it is under Your control (other than a loss caused by Company or its personnel) or is confiscated, or seized (other than by Company), You shall promptly notify Company of the occurrence and pay to Company the cost of the Leased Hardware. Upon receiving such payment, Company shall quitclaim transfer to You, without recourse or warranty, all of Company's right, title and interest in the Leased Hardware.

6.8 The Order Form may specify that the Leased Hardware is leased for a fixed term ("Leased Hardware Lease Term"), after which You have the option to purchase the Leased Hardware. If the Order Form expressly provides You such a purchase option, then, on the condition that the Agreement remains effective throughout the Leased Hardware Lease Term and You have paid Company all fees due under the Agreement through the end of the Leased Hardware Lease Term, on the last day of the Leased Hardware Lease Term, You may purchase all of the Leased Hardware provided to You for the purchase price set forth on the Order Form. Title to the Leased Hardware shall automatically pass to You upon payment in full of the purchase price but, in no event, earlier than the expiration of the Leased Hardware Lease Term. Your purchase of Leased Hardware hereunder shall be AS IS, WHERE IS. Upon Company's receipt of the purchase price, Company shall transfer title to the Leased Hardware to the You without any representation or warranty whatsoever. You shall be responsible for all applicable taxes in connection with any Leased Hardware purchase. Title to any software embedded in the Leased Hardware remains vested in Company or Company's licensors and cannot be assigned or transferred.

7. PURCHASE AND SALE OF IOT HARDWARE PRODUCTS

7.1 All sales are Ex Works Company's point of shipment. All risk of loss and title passes to You at the time of shipment. Company's liability for delivery ceases upon the presentation of the Purchased Hardware to the carrier at the shipping point in good condition and the You will be thereafter be responsible for and bears the entire risk of loss or damage to the Purchased Hardware. You is responsible for filing any required claims for loss or damages against the carrier. You grant Company a purchase money security interest in the Purchased Hardware to secure Your payment of the purchase price for the Purchased Hardware. You

authorizes Company to file financing statements or other instruments with the appropriate authorities to perfect or protect Company's security interest.

7.2 You shall inspect the Purchased Hardware within 10 days of receipt ("Inspection Period"). You will be deemed to have accepted the Purchased Hardware unless You notify Company in writing of any Nonconforming Purchased Hardware during the Inspection Period and furnish such written evidence or other documentation as required by Company. "Nonconforming Purchased Hardware" means only the following: (i) product shipped is different than identified in the Order Form; or (ii) product's label or packaging incorrectly identifies its contents. If You timely notify Company of any Nonconforming Purchased Hardware, Company shall, in its sole discretion, (i) replace such Nonconforming Purchased Hardware with conforming Purchased Hardware, or (ii) credit or refund the price for such Nonconforming Purchased Hardware, together with any reasonable shipping and handling expenses incurred by You in connection therewith. You shall ship, at Your expense and risk of loss, the Nonconforming Purchased Hardware to Company's facility as instructed by Company. If Company exercises its option to replace Nonconforming Purchased Hardware, Company shall, after receiving Your shipment of Nonconforming Purchased Hardware, ship to You, at Your expense and risk of loss, the replaced Purchased Hardware. You acknowledge and agree that the remedies set forth this Section 7.2 are Your exclusive remedies for the delivery of Nonconforming Purchased Hardware. Except as provided this Section 7.2, You have no right to return Purchased Hardware to Company.

7.3 Title to any software embedded in the Purchased Hardware remains vested in Company or Company's licensors and cannot be assigned or transferred.

8. OWNERSHIP

8.1 As between the parties, except for the licenses granted by this Agreement, and except as set forth in Section 6.8 and Section 7, if applicable, Company retains all right, title, and interest, including all related intellectual property rights, in and to the Company Products and Services. Company retains all rights not expressly granted to You under this Agreement. You do not have any implied rights.

8.2 To the extent You provide Company with any suggestions, information, ideas, or feedback concerning any of the Company Products and Services ("Feedback"), such Feedback will be the property of Company. You agree to assign, and hereby assign, all rights, title and interest worldwide in the Feedback, and the related intellectual property rights, to Company and agree to assist Company in perfecting and enforcing these rights.

8.3 "CloudLeaf" is a trademark of the Company in the United States and elsewhere. Other trademarks, names and logos on the Company Products and Services are the property of their respective owners.

8.4 Unless otherwise specified in this Agreement, all information and screens appearing on the Company Products and Services, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of the Company, Copyright © 2017 CloudLeaf, Inc. All rights not expressly granted herein are

reserved by Company. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

9. OTHER COVENANTS, TERMS AND RESTRICTIONS

9.1 You shall not directly or indirectly, nor permit any third party to, do any of the following: (i) copy, modify, create derivative works of, publish, sublicense, sell, market or distribute the Company Products and Services; (ii) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of any software included in the Company Products and Services, except to the extent that such restriction is expressly prohibited by law; (iii) use the Company Products and Services or associated documentation in violation of export control laws and regulations; (iv) remove any proprietary notices from the Company Products and Services, documentation or any other Company materials furnished or made available hereunder; (v) access the Company Products and Services in order to (x) build a competitive product or service, or (y) copy any features, functions or graphics of the Company Products and Services; (vi) make the Company Products and Services available to any third party; (vii) sell, resell, rent or lease the Company Products and Services, including, without limitation, use the Company Products and Services on a service bureau or time sharing basis or otherwise for the benefit of a third party; (viii) use the Company Products and Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (ix) use the Company Products and Services to store or transmit malicious code; (x) interfere with or disrupt the integrity or performance of the Company Products and Services or any data contained therein; (xi) attempt to gain unauthorized access to the Company Products and Services or their related data, systems or networks; (xii) publish or disclose to third parties any evaluation of the Company Products and Services without Company's prior written consent; (xiii) publish or disclose to third parties any data or information on Your results from using the Company Products and Services, without Company's prior written consent; or (ix) perform vulnerability, load or any other test of the Company Products and Services without Company's prior written consent.

9.2 You represent, warrant and covenant to Company that: (i) You have the power and authority to enter into and perform this Agreement and grant the rights and licenses granted by You under this Agreement; (ii) all information provided by You to Company is truthful, accurate and complete; (iii) You have provided and will provide accurate and complete registration information, including Your legal name, address and telephone number; and (iv) You own or otherwise control and have sufficient rights and consents to provide all Data for use by Company in the manner contemplated by this Agreement and none of the Data infringes, misappropriates or violates any rights of any third parties.

9.3 You will protect Your passwords and take full responsibility for Your own, and third party, use of Your accounts. You are solely responsible for any and all activities that occur under Your account. You must notify Company immediately upon learning of any unauthorized use of Your account or any other breach of security.

10. PRIVACY

Please review the Company's Privacy Policy (located at <http://www.CloudLeaf.com/s/CloudLeaf-Privacy-Policy.pdf>) (the "Privacy Policy"). You consent to the collections, uses and disclosures of Your information described in the Privacy Policy.

11. TERM AND TERMINATION

This Agreement begins upon the effectiveness of the Order Form. This Agreement will automatically terminate if You fail to comply with its terms. Additionally, except as set forth in another written customer agreement relating to the Company Products and Services entered into directly between You and the Company, either party may terminate this Agreement at any time upon written notice to the other party for any reason or no reason whatsoever, and You acknowledge that Company may discontinue all or part of the Company Products and Services at any time. In the event of termination or expiration of this Agreement: (a) all Data will no longer be available to You; (b) all of the licenses granted to You hereunder will terminate; and (c) Company will stop providing to You, and You must cease using, the Company Products and Services. The definitions and the rights, duties and obligations of the parties that by their nature continue and survive (including, without limitation, the provisions concerning ownership, limitation of liability, indemnity and the warranty disclaimers) shall survive any termination or expiration of this Agreement.

12. GOVERNMENT RESTRICTIONS

You may not export or re-export any of the Company Products and Services except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. All software included in the foregoing and all accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the foregoing by the U.S. government is governed solely by the terms of this Agreement.

13. NO WARRANTY

UNDER THIS AGREEMENT, THE COMPANY PRODUCTS AND SERVICES ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND COMPANY SPECIFICALLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

14. LIMITATION OF LIABILITY AND INDEMNITY

14.1 UNDER NO CIRCUMSTANCES WILL COMPANY HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR PRODUCTS LIABILITY) REGARDING THIS AGREEMENT.

14.2 IN NO EVENT WILL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS TEN DOLLARS (\$10).

14.3 THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14.4 You shall indemnify and hold harmless Company and its officers, directors, employees and agents (the "Company Indemnified Parties") from and against liabilities, costs, losses, damages, judgments, expenses (including attorneys' fees and costs of experts and costs of appeals) arising out of or in connection with any and all of the following: (a) any allegation that any of the Data infringe, misappropriate or violate any intellectual property right of a third party, (b) any violation of this Agreement, including any breach of any representations or warranties contained herein, (c) Your provision or distribution of the Data, (d) any violation of a third party app store's contracts, policies or procedures; (e) Your violations of applicable laws, rules or regulations in connection with the Company Products and Services; or (f) any representations and warranties made by You concerning any aspect of the Company Products and Services to any third party.

15. ASSIGNMENT

You may not transfer or assign Your rights under this Agreement, in whole or in part, without the prior written consent of Company. Any attempted assignment in violation of the foregoing is void. Company may freely transfer or assign its rights under this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16. GENERAL

The laws of the state of California (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the federal and state courts located in Santa Clara, California in all controversies arising out of, or relating to, this Agreement. This Agreement (and any other written customer agreement relating to the Company Products and Services entered into directly between You and the Company, if applicable) constitutes the entire agreement between the parties with respect to the subject matter hereof. If any provision of this

Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, legal, and enforceable. Company has no liability for any failure of performance or equipment due to causes beyond its reasonable control, including, but not limited to, the following: acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars or acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure of the Internet or any telecommunications, hosting or service provider. This Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties. No term or provision hereof will be considered waived by Company, and no breach excused, unless the waiver or consent is in writing signed by Company. No consent by Company to, or waiver of, a breach, whether expressed or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section.

17. CONTACT INFORMATION

If You have any questions about this Agreement, or if You want to contact Company for any reason, please direct all correspondence to: Company, 860 Hillview Court, Suite 350 Milpitas, CA 95035 or email info@cloudleaf.io.