

BinCloud SaaS End User License Agreement

This End User License Agreement, including the Purchase Order which by this reference is incorporated herein (this "Agreement"), is a binding agreement between BinMaster Sensors and Technologies LLC ("Provider") and the person or entity identified on the Purchase Order as the customer of the SaaS ("Customer").

PROVIDER PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROVIDER WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO CUSTOMER AND YOU MUST ACCESS THE SAAS OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SAAS THAT CUSTOMER DID NOT ACQUIRE LAWFULLY.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"Authorized Users" means solely those individuals authorized to use the SaaS by Customer pursuant to the license granted under this Agreement.

"Documentation" means user manuals, technical manuals, and any other materials provided by Provider, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the SaaS.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Customer" has the meaning set forth in the preamble.

"License Fees" means the license fees, including all taxes thereon, paid or required to be paid by Customer for the license granted under this Agreement.

"Provider" has the meaning set forth in the preamble.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Purchase Order" means collectively (i) the price quote issued by Provider for Customer's purchase of the license for the SaaS granted under this Agreement, and (ii) the purchase order filled out and submitted by or on behalf of Customer, and accepted by Provider, for Customer's purchase of the license for the SaaS granted under this Agreement.

"SaaS" means the software program(s) and version(s) for which Customer is purchasing a license, as expressly set forth in the Purchase Order.

"Term" has the meaning set forth in Section 8.

"Third Party" means any Person other than Customer or Provider.

2. License Grant and Scope.

(a) Access and Use. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the SaaS during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

(b) Documentation. Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SaaS.

(c) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(i) Provider has and will retain sole control over the operation, provision, maintenance, and management of the SaaS and Documentation; and

(ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer

systems, and sole responsibility for all access to and use of the SaaS and Documentation by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) results obtained from any use of the SaaS or Documentation; and (ii) conclusions, decisions, or actions based on such use.

(d) Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the SaaS or Documentation, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the SaaS and Documentation are and will remain with Provider.

(e) Changes. Provider reserves the right, in its sole discretion, to make any changes to the SaaS and Documentation that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the SaaS cost efficiency or performance; or (b) to comply with applicable Law.

3. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the SaaS or Documentation except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

(a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

(f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;

(g) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(h) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage.

4. Responsibility for Use of SaaS. Customer is responsible and liable for all uses of the SaaS and Documentation through access thereto provided by Customer, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the SaaS and Documentation by its Authorized Users or by any other Person to whom Customer or an Authorized User may provide access to or use of the SaaS and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

5. Customer Data.

(a) Security. Provider will maintain reasonable and appropriate safeguards to protect the confidentiality and integrity of Customer Data.

(b) Customer Data. As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 5(c).

(c) Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data:

(i) as are necessary or useful to Provider to enforce this Agreement and exercise Provider's rights and perform Provider's obligations;

(ii) to use Customer Data in an aggregated and anonymized manner related to trends in Customer Data, the performance of the SaaS, or improvement of the SaaS. Provider may create modifications and improvements to the SaaS or

new products or applications based on the foregoing use of the Customer Data, which it may use for its own commercial business purposes.

To the fullest extent possible, the terms of this Section 5 shall be construed in accord with Provider's Privacy Policy, available at <https://www.binmaster.com/privacy-policy/>, as may be updated from time to time, however, in the event of a conflict between the terms of this Agreement and the Privacy Policy, this Agreement shall govern.

6. Intellectual Property Rights. Customer acknowledges and agrees that the SaaS and Documentation are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the SaaS or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Provider and its providers and service providers reserve and shall retain their entire right, title, and interest in and to the SaaS and all Intellectual Property Rights arising out of or relating to the SaaS, except as expressly granted to the Customer in this Agreement.

7. Fees. All License Fees and Support Fees are payable in advance in the manner set forth in the Purchase Order and are non-refundable. Any renewal of the license hereunder are payable in advance of a Renewal Period and shall be invoiced to Customer through the SaaS and/or Purchase Order.

8. Term and Termination.

(a) This Agreement and the license granted hereunder shall remain in effect for one (1) year from the date of Customer's acceptance, and shall be renewed for successive one (1) year periods on the anniversary thereof (each a "Renewal Period") upon Customer's renewed acceptance of the SaaS and payment of renewal fees as set forth in Section 7 (the "Term").

(b) Provider may terminate this Agreement, effective upon written notice to Customer, if Customer, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after Provider provides written notice thereof.

(c) Provider may terminate this Agreement, effective immediately, if Customer files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(d) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Customer shall cease using the SaaS and Documentation. No expiration or termination shall affect Customer's obligation to pay all Customer Fees that may have become due before such expiration or termination.

9. Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer.

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PROVIDER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE PROVIDERS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE PROVIDER PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL PROVIDER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE PROVIDERS OR SERVICE PROVIDERS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL PROVIDER'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE PROVIDERS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE PROVIDER FOR THE SAAS PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE DATE GIVING RISE TO THE OF THE CLAIM.

11. Miscellaneous.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Nebraska in each case located in the City of Lincoln and County of Lancaster, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) Provider will not be responsible or liable to Customer, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Customer equipment, loss and destruction of property, or any other circumstances or causes beyond Provider's reasonable control.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified

or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Purchase Order (or to such other address as may be designated by a party from time to time in accordance with this Section 11(c)).

(d) This Agreement, together with the Purchase Order, constitutes the sole and entire agreement between Customer and Provider with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider's prior written consent, which consent Provider may give or withhold in its sole discretion. Any purported assignment, delegation, or transfer in violation of this Section 11(e) is void. Provider may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Provider may update this Agreement from time to time in its sole discretion; the current version may be found at <https://bincloud.com/elua>. In the event of any material change, Provider will provide written notice to Customer through the SaaS. Customer continued use of the Services following such updates constitutes Customer's acceptance of the same. If Customer does not agree to the terms of any modification, it may terminate this Agreement in accordance with Section 8 (Termination).

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.