

LINKETT SOLUTION SUPPLY AGREEMENT

Terms and Conditions

This Agreement is a legally-binding agreement between you and WestonExpressions. These Terms and Conditions govern: (a) your access to and use of the Wifi sensor (the “**Linkett Sensor**”) and online software platform (the “**Online Platform**”); and (b) your access to and use or receipt of certain related services provided by us (the “**Services**”, and together with the Linkett Sensor and the Online Platform, the “**Linkett Solution**”), including any Services that we may provide to you through the Linkett Sensor or Online Platform.

1. **Term.** This Agreement is effective on the Effective Date of order on an Annual Term and will automatically renew annually unless sooner terminated as provided under this Agreement.

2. **Licence Grants.**

(a) **Licence Grants by WestonExpressions:** Subject to these Terms and Conditions, WestonExpressions grants you a revocable, limited, non-exclusive licence to use the Linkett Sensor and Online Platform during the Term.

(b) **Licence Grants by You:** You grant WestonExpressions during the Term, a non-exclusive, revocable, limited, non-exclusive right to access, use, and modify the User Data (as defined below) as required for to provide the Services without any further consent, notice, or compensation to you or to any third parties.

3. **Reservation of Rights and Feedback**

(a) **Reservation of Rights:** Except for the limited licence granted to you under this Agreement, all right, title and interest in and to the Linkett Sensor and Online Platform and all other materials provided or made accessible by WestonExpressions under this Agreement, and all intellectual property rights therein will remain with WestonExpressions (or its third party suppliers and licensors, if applicable). The Online Platform and all other online materials provided or made accessible by WestonExpressions under this Agreement are licensed and not “sold” to you. All rights in any information you provide to WestonExpressions remains with you, including any files that you load, transmit to or enter into the Linkett Sensor and Online Platform (the “**User Data**”). You control the User Data and you can request that WestonExpressions delete the User Data stored on the Linkett Solution at any time.

(b) **Feedback:** By submitting ideas, suggestions, documents, or proposals to WestonExpressions regarding the Linkett Solution (the “**Feedback**”), you acknowledge and agree that: (i) the Feedback does not contain confidential or proprietary information and WestonExpressions is not under any obligation of confidentiality with respect to the Feedback; and (ii) WestonExpressions shall be entitled to use, commercialize or disclose (or choose not to use, commercialize or disclose) such Feedback for any purpose, in any way, in any manner and to anyone worldwide without consent of, or accounting to you or any compensation or reimbursement of any kind to you.

4. **User ID; Limitations; Your Responsibilities:**

(a) **User ID:** You are required to open an account in order to access and use the Online Portal. You must provide accurate, current and complete information as prompted through the registration process. You will also be required to choose: (a) a user name for the account, and (b) a password which conforms to the password strength requirements of the account page (collectively, your “**User ID**”). You must maintain the confidentiality of your User ID. You are entirely responsible for all activities that occur on your account. You agree to notify WestonExpressions immediately of any misuse of your account or any security breach of which you become aware.

(b) **Limitations:** You will not be permitted to and will not permit any other person to: (i) access or use the Linkett Sensor and Online Platform, other than your employees who have a need to use it

and to other personnel approved by WestonExpressions; (ii) modify, adapt, alter or translate the Linkett Sensor and Online Platform, except as expressly allowed under this Agreement; or (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Linkett Sensor and Online Platform to any other person.

5. **Fees.**

- (a) You will pay us the annual fees of \$300 per unit or the price mutually agreed upon in the order form immediately upon your order.

6. **Termination.**

(a) **Termination:**

- (i) WestonExpressions may terminate this Agreement immediately upon written notice if the Customer utilizes the Hardware in a manner not permitted by this Agreement.

- (b) **Survival:** Sections 3(a), 3(b), 4, 5, 6, 7(b), 8, 9, 10, and 11 will survive expiration or termination of this Agreement for any reason.

7. **Disclaimer and Limitation of Liability.**

- (a) YOU ACKNOWLEDGE THAT THE DISCLAIMER AND LIMITATION OF LIABILITY IN THIS AGREEMENT REFLECT A FAIR APPORTIONMENT OF LIABILITY. THE HARDWARE AND SOFTWARE (INCLUDING ANY INTELLECTUAL PROPERTY INCLUDED THEREIN) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WESTONEXPRESSIONS DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE HARDWARE AND SERVICES WHETHER EXPRESS, IMPLIED OR COLLATERAL OR WHETHER ARISING BY STATUTE, COURSE OF DEALING, CUSTOM OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION (I) THAT THE HARDWARE AND SOFTWARE WILL BE OF MERCHANTABILITY QUALITY AND FIT FOR A PARTICULAR PURPOSE, (II) THAT THE HARDWARE AND SERVICES WILL BE ACCURATE, COMPLETED, CURRENT, RELIABLE, OR TIMELY, (III) THAT HARDWARE AND SOFTWARE WILL BE AVAILABLE OR OPERATION OF THE HARDWARE AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE (IV) THAT DEFECTS OR ERRORS IN THE HARDWARE OR SOFTWARE (BE THEY HUMAN OR COMPUTER ERROR(S)) WILL BE CORRECTED, (V) THAT THE HARDWARE OR SOFTWARE WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS, (VI) THAT COMMUNICATIONS TO OR FROM THE LINKETT SOLUTION WILL BE SECURE AND/OR NOT INTERCEPTED, AND (VI) ANY AND ALL WARRANTIES, OBLIGATIONS, AND CONDITIONS ARISING OTHERWISE. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE LINKETT SOLUTION IS ENTIRELY AT YOUR OWN RISK.

- (b) SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL WESTONEXPRESSIONS, OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGES IN THE NATURE OF, OR RELATING TO, LOST REVENUE, LOST PROFIT, BUSINESS INTERRUPTION, INACCURATE INFORMATION, LOST PROGRAMS OR DATA (INCLUDING ANY USER DATA) OR ANY OTHER LOSS INCURRED IN CONNECTION WITH YOUR USE, INABILITY TO USE, OR MISUSE OF THE LINKETT SOLUTION, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF WESTONEXPRESSIONS KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Confidential Information.** You, your officers, directors, employees, agents, representatives, or contractors shall not disclose to any person, firm or corporation any proprietary or confidential information of WestonExpressions, including without limitation the Online Platform user interface, Linkett Solution features, and any information associated with the Linkett Solution which would reasonably be viewed as proprietary or confidential in the circumstances of the disclosure (the “**Confidential Information**”), which you, your officers, directors, employees, agents, representatives, or contractors may learn or become familiar with during the Term of this Agreement. The foregoing obligations will not apply to: (i) information that is or becomes generally publicly available through no fault of your own; (ii) information that you obtain from a third party who is under no obligation of confidentiality; or (iii) information that you independently develop. You may disclose Confidential Information if required to be disclosed pursuant to a lawful order of a court or a person having jurisdiction to make such an order, provided that, if permitted by law, you notify us and provide us with an opportunity to obtain a protective order regarding the confidentiality of the Confidential Information. You agree that this Agreement will not be disclosed to others, except with our prior written consent.
9. **Publicity.** WestonExpressions shall be entitled to use your name on WestonExpressions’s website, general sales collateral and in sales and marketing communications for the sole purpose of identifying you as a partner of WestonExpressions. You will have the right to approve any use of your names, logos and trademarks by WestonExpressions prior to such use, including those described in the preceding sentence. You may revoke consent previously given at any time, and upon such revocation, WestonExpressions will make reasonable efforts to promptly remove your name from the website or in the next printing of any printed materials.
10. **General.**
- (a) This Agreement constitutes the entire agreement between WestonExpressions and you pertaining to the subject matter of this Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and WestonExpressions with respect to the subject matter of this Agreement. This Agreement shall be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and each party further consents to exclusive jurisdiction of the courts of Ontario. You may not assign this Agreement to any third party without WestonExpressions’ prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall enure to the benefit of and be binding upon the parties, their successors and permitted assignees. In the event that any of the provision of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of the provisions will have full force and effect.
- (b) It is the express wish of the parties that this Agreement and all related documents be drawn up in English. *C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.*
- (c) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

