End User License Agreement

EPI-134-00

1. Introduction

EpiSensor Ltd. ("EpiSensor") has developed an Industrial Internet of Things platform consisting of software and associated hardware for bi-directional communications to sensors and other 3rd party devices, controllers, services and systems.

These elements together with the printed or online documentation provided with them by EpiSensor, whether acquired by you as a standalone software item or embedded in hardware, are referred to below as the "licensed software" and are licensed under this end user license agreement.

EpiSensor is willing to provide a limited license of the licensed software to you only on the condition that you accept all of the terms in this agreement. Please read the terms and conditions of this agreement carefully before downloading or using the software.

By downloading or using the software, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions. Furthermore, if you are installing the licensed software on behalf of, or for the benefit of, an end user, then by using the software you also represent that you are authorised by the end user to accept the terms of this license for the end user, and as the agent of the end user.

If you do not agree to the terms of this license agreement, or if you are not authorised by the end user to accept the terms of this license agreement for the end user, do not download, use, install or configure the software.

The acceptance of this agreement is required for use of the licensed software by the end user or by anyone installing, configuring or otherwise operating the licensed software on behalf of the end user.

2. License grants and restrictions

a. Licensed Software

Subject to the terms and conditions contained herein, EpiSensor hereby grants you a non-transferable, non-exclusive, limited license to install, use and execute the Licensed Software on the single computer or controller identified by serial number or other means during the installation process (the "Designated System"), and to use the Licensed Software and the documentation provided by EpiSensor with it.

You may transfer and use the Licensed Software on a backup computer system you own or lease if, and only for so long as, the Designated System is (i) inoperative or (ii) unavailable due to regularly scheduled maintenance.

b. No Other Rights Granted

Apart from the license expressly granted herein, no license or other right is granted by EpiSensor to you under

this agreement, either directly or by implication, estoppel, or otherwise (including, but not limited to, the right to prepare derivative works). You shall have no right or access to the source code of the licensed software other than the source code, if any, for certain application programming interfaces (API's) that are included with the licensed software.

If any source code is included with the licensed software, it is provided solely as a reference, is provided subject to all of the limitations described in this license agreement and may not be modified by you in any way.

c. Security Assessments

In the event you wish to conduct penetration testing or a vulnerability assessment on the licensed software, you shall (i) provide EpiSensor a reasonable opportunity to participate in such testing, and (ii) provide EpiSensor with the results of such test, and a copy of any report or record made of the results of such test, promptly upon completion of the testing, whether or not EpiSensor elects to participate in the testing.

If you discover, or reasonably suspect, that the licensed software is vulnerable to a security breach that could reasonably be prevented, you shall promptly advise EpiSensor of the vulnerability discovered or suspected. You may not conduct any test that decompiles any portion of the licensed software, whether firmware or in other form, into binary code, or otherwise exposes the binary code of any part of the licensed software.

You acknowledge that if you conduct any penetration testing or vulnerability assessment on the licensed software without first installing the most recent software or firmware update issued by EpiSensor, (i) any vulnerability to a security breach you may discover cannot be attributed to failure on the part of EpiSensor, and (ii) any statement to a third party indicating that the licensed materials have such a vulnerability may be a false statement for which you could be legally liable to EpiSensor.

3. Your Responsibilities

a. Restrictions on Use

You shall (i) use all commercially reasonable efforts to ensure that your employees comply with the terms of this Agreement; (ii) not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the licensed software or any part thereof, or grant any other person or entity the right to do so or take any action that would assist any other person or entity in doing so and will promptly notify EpiSensor of any information that any other person or entity is attempting to copy, reverse engineer, disassemble, decompile, translate or modify the licensed software; (iii) not insert, delete, or replace, any end user license agreement, README file or .jar file in the licensed software (iv) not insert any files except that you may insert modules purchased from EpiSensor or an authorised EpiSensor reseller if such modules do not interfere in any way with the function of the licensed software or with any restrictions on use of the software established by any license file; (v) not modify, change, prepare derivative works of, or otherwise alter, any binary code files or any end user license agreement included

with the licensed software, including in particular, but without limitation, changing the behaviour of any classes or sub-packages; (vi) not loan, rent, lease, give, sublicense, transfer, publish, disclose, display, or otherwise distribute or make available the licensed software, in whole or in part, to any other person or entity, except that you may provide remote access to the licensed software to your customers to the extent necessary for them to view information or perform functions as part of a service you provide to them; (vii) not change the behaviour of, and not modify, any application programming interface, whether by changing behaviour of classes, by creating additional classes within any interface or otherwise causing the addition to or modification of the classes in an interface, and (vii) not incorporate any code included with the licensed software or any documentation in any product created by you using the licensed software.

b. Maintaining Security

You acknowledge that maintaining the highest level of protection available from EpiSensor against unauthorised access to the licensed materials by a third party requires prompt installation of all security updates issued by EpiSensor, and that your failure to do so may leave the licensed materials and data and devices connected through the licensed materials exposed to such access.

4. Technical Support

EpiSensor shall have no obligation to provide technical support to you except as provided in a separate 'Premium Support' agreement signed by EpiSensor, and subject to the terms of that agreement.

5. License Fees

The license fees paid by or for you to EpiSensor are paid in consideration of the licenses granted under this agreement, whether the software is purchased separately, or pre-installed on a computer, embedded processor or other device.

6. Ownership and confidentiality

a. Ownership by EpiSensor

EpiSensor retains all right, title and interest, in and to the licensed software (and any parts thereof). You shall not have any right, title, or interest to the licensed software except as provided in this agreement, and further shall secure and protect the licensed software consistent with maintenance of EpiSensor's proprietary rights therein.

You agree that you shall not contest or challenge, or take any action inconsistent with or that may damage or impair EpiSensor's ownership or rights, and further that you shall not contest or challenge, or take any action inconsistent with or that may damage or impair the ownership or intellectual property rights of EpiSensor's licensors. You shall not use the licensed software except as is expressly authorised in this Agreement.

b. Confidentiality

You acknowledge that the licensed software contains valuable trade secrets of EpiSensor and you agree to maintain the confidentiality of the licensed software using at least the same degree of care you use with your own confidential information.

You further agree that any vulnerability of the licensed software to a security breach, and any information learned by you as a result of any investigation of the same, having been derived from the licensed software, is the confidential information of EpiSensor and that you will maintain the confidentiality of such information using at least the same degree of care you use with your own confidential information.

The trade secrets included in the licensed software shall not be deemed to be public merely because individual parts of them are in the public domain, unless the combination of such trade secrets as included in the licensed software is itself in the public domain.

c. Third-Party Code

Additional copyright notices and license terms applicable to portions of the licensed software may be provided with the licensed software and referenced by the README file. In addition to any terms and conditions of any third-party license identified in the README file, the disclaimer of warranty and limitation of liability provisions contained below in Section 7 of this agreement shall apply to all third party code contained in the licensed software.

7. Warranties and Limitations

a. Disclaimer of software warranty

EpiSensor licenses the licensed software "as is," and makes no express or implied warranty of any kind. EpiSensor specifically disclaims all indirect or implied warranties to the full extent allowed by applicable law, including without limitation all implied warranties of non-infringement, merchantability, title or fitness for any

particular purpose. No oral or written information or advice given by EpiSensor, its agents or employees shall create a warranty.

b. No Reliance

You hereby acknowledge that you have not relied on future availability of any programs or services in making any payment or entering into any payment obligation related to the licensed materials.

c. Limitation of Liability

Neither EpiSensor nor any of its licensors, officers, agents, employees or representatives shall be liable for indirect, special, incidental, consequential, statutory or punitive damages or penalties (including damages for lost profits, lost business, loss of use personal injury, lost or corrupted data, unauthorised access to, or use or misappropriation of data by a third party or any other security breach, business interruption, and the like), however it arises, whether for breach, indemnity, warranty, operation of law, in tort, or otherwise, even if EpiSensor has been advised of the possibility of such damages.

d. Limitation of Remedies

In no event shall EpiSensor monetary liability in connection with this agreement or the licensed software, to you exceed the amounts paid to it by you pursuant to this agreement.

8. Assurances by You

There can be no assurances whatsoever that control systems such as the licensed software will protect any individual or his or her property from harm. Appropriate safety precautions must always be taken when operating or maintaining equipment connected to the licensed software. EpiSensor assumes no responsibility or liability for any injury or damage to any persons or property resulting from the use by you of the licensed software.

Further, you represent and warrant that you will take appropriate precautions, establish appropriate procedures and post appropriate notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the EpiSensor licensed software or products.

EPISENSOR

9. High risk applications

Unless EpiSensor has provided its express written consent for each component of the license software, you will make reasonable business efforts to ensure that it is not used in any application in which the failure of the licensed software could lead to death, personal injury or severe physical or property damage, including, without limitation, environmental damage, (collectively, "High-risk Applications"), including but not limited to the operation of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. EpiSensor expressly disclaims any express or implied warranty or condition of fitness for high-risk
Applications.

10. Indemnification

You shall indemnify and hold harmless EpiSensor from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable legal fees) arising directly or indirectly out of third party claims concerning (I) a breach of any of your obligations, covenants, representations or warranties contained herein; (ii) your selection of, transactions and/or agreements with any party that is an authorised EpiSensor reseller or distributor, systems integrator or training provider, or any other third Party; (iii) any product developed by you using the licensed software; (iv) any combination of the licensed software, or any component of it, with any product developed by you using the licensed software or with any other product, equipment, device, software, system or data not supplied by EpiSensor, and (v) the negligence or intentional misconduct of you or your officers, employees, agents or contractors. You agree not to interpose any cross-claim, third party claim or similar claim against EpiSensor based on a claim, suit, action or proceeding threatened or commenced against you related to the licensed software and arising out of any matter other than a matter, if any, for which EpiSensor has agreed to indemnify you under a separate agreement signed by EpiSensor.

11. Term and Termination

This agreement is effective upon your first download or usage of the software and shall continue until terminated. You may terminate this agreement at any time by returning the licensed software and all copies and extracts to EpiSensor. EpiSensor may terminate this agreement upon a material or continuing breach of this agreement by you by the giving of 10 days prior written notice of termination, stating the cause therefor, with termination becoming effective at the close of said 10-day term if the breach is not then cured to the satisfaction of EpiSensor.

12. Trademarks

Under no circumstances may you use the "EpiSensor" trademark, or any other trademark or service mark of EpiSensor to identify goods or services provided by you except as expressly agreed to by EpiSensor in writing.

13. General Terms

a. Assignment

You may assign this agreement or your rights and obligations under this agreement to a purchaser of the hardware on which the software is installed, provided (i) you provide the
purchaser with a copy of this agreement and (ii) the purchaser agrees to comply with all of the terms and conditions of this Agreement. EpiSensor may assign this agreement without your consent.

b. Export

Software, including technical data, is subject to export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import the licensed software.

c. Equitable Relief

You acknowledge that any breach of your obligations hereunder with respect to the licensed software or the confidential information of EpiSensor, will cause EpiSensor irreparable injury for which it has no adequate remedy at law. You further agree that EpiSensor will be entitled to seek and obtain equitable relief, including preliminary injunctions and temporary restraining orders, to prevent any unauthorised use of the licensed software and confidential information, without posting of bond or other security, in addition to all other remedies available to it under this agreement or other applicable law.

d. Entire Agreement

This agreement comprises the entire agreement between the parties relating to its subject matter. This agreement supersedes all prior agreements and understandings, written or oral, express or implied. This agreement can be amended or modified only by a writing executed in advance by duly authorised representatives of each of the parties hereto. In the event any foreign ministry or other governmental entity or

agency makes any changes, deletions or modifications to this agreement, holds any provision herein unenforceable or imposes any conditions or restrictions on either party to this agreement which affects its ability to fully perform, EpiSensor shall have the right to immediately terminate this agreement.

By downloading or using the software, you represent and warrant that all consents, approval or authorisations of third parties, foreign ministries or any governmental entities or agencies, required as a condition or otherwise necessary for you to enter into and perform its obligations under this agreement have been duly obtained.

e. Waiver

A waiver of any breach of default of this agreement shall not create a waiver of the term or of any subsequent breach of default.

f. Governing Law

The validity of this agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the Republic of Ireland. Any action arising from or relating to this agreement or the conduct of the parties pursuant hereto shall be commenced and heard solely within a court of competent jurisdiction within the boundaries of the Republic of Ireland, and EpiSensor and you each consent to personal jurisdiction and venue in any such court.

g. Severability

Should any term or provision of this agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.