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**AS DESCRIBED BELOW, SECTION 9 DESCRIBES IMPORTANT LIMITATIONS OF THE PRODUCT, PRODUCT SOFTWARE AND RELATED SERVICES, INCLUDING, BUT NOT LIMITED TO, ASPECTS OF PERSONAL SAFETY AND CRITICAL USE OR ACCESS OF THE PRODUCT, AND ALL PRODUCT SOFTWARE RELATED THERETO.**

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### 3. Software Updates

IoTecha may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Product and Product Software and related services ("Updates"). You acknowledge that you may be required to install Updates to use the Product and the Product and Product Software and you agree to promptly install any Updates IoTecha provides.

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### 7. Warranty Disclaimer

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**FROM THE USE OF THE PRODUCT AND PRODUCT SOFTWARE. IOTECHA MAKES NO WARRANTY THAT THE PRODUCT AND PRODUCT SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. YOU USE ALL PRODUCT INFORMATION (AS DEFINED BELOW), THE PRODUCT AND PRODUCT SOFTWARE, AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND IOTECHA DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO ANY AND ALL DEVICES OR APPLIANCES CONNECTED TO THE PRODUCT, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS, RESULTING FROM YOUR USE OF THE PRODUCT AND PRODUCT SOFTWARE, OR PRODUCT.**

### 8. Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) IOTECHA BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCT(S) OR PRODUCT AND PRODUCT SOFTWARE, EVEN IF IOTECHA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IOTECHA'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCT AND PRODUCT SOFTWARE, WHETHER IN CONTRACT, TORT OR OTHERWISE IS LIMITED TO AND MAY NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO IOTECHA OR IOTECHA'S AUTHORIZED RESELLER FOR THE PARTICULAR PRODUCT.**

### 9. Confidentiality

"Confidential Information" shall mean the Product and Product Software, all Cloud-based services including IoT.ON™ services and all information related thereto, and all other information disclosed to you that IoTecha characterizes as confidential at the time of its disclosure either in writing or orally, or that would be reasonably understood to be confidential, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this EULA, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of IoTecha. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify IoTecha in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA, and cooperate with IoTecha in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify IoTecha prior to such disclosure to allow IoTecha an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with IoTecha in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

### 10. Governing Law and Venue

Any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of New York, without giving effect to any conflicts of laws principles that require the application of the laws of a

different jurisdiction. Any action or proceeding relating to this EULA must be brought in a federal or state court located in New York City and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that IoTecha may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

### 11. Export Compliance

The Product and Product Software and related technology may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Product and Product Software and related technology, as may be required. You will indemnify and hold IoTecha harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section regarding export compliance.

### 12. Assignment

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

### 13. Notices

Any notice to you may be provided by email to the address (if any) that you registered with IoTecha.

### 14. Severability

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### 15. Waiver

All waivers by IoTecha (if any) must be in writing. Any waiver or failure by IoTecha to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

### 16. General and Miscellaneous Provisions

The Product and Product Software are deemed irrevocably accepted upon your use of the Product and Product Software. IoTecha will have no responsibility to provide maintenance or support services with respect to the Product and Product Software.

The parties to this EULA are independent contractors.

You acknowledge that the Product and Product Software contains valuable trade secrets and proprietary information of IoTecha, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to IoTecha for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA.

Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing.

Questions or Additional Information. If you have questions regarding this EULA, please contact IoTecha at support@IoTecha.com.