

Master Services Agreement

Smarter AI provides the "Smarter AI Platform", comprised of:

Software services which enable onboarding, access control, recording, streaming, edge and cloud inference, and event notification for AI cameras ("Services"),

Artificial neural network models ("AI Models") which make predictions, and

Application programming interfaces ("APIs"), documentation, sample source code, and technical support, and platform libraries ("Platform Libraries"), (collectively, the "Developer Materials") which enable Customers to develop products that leverage the Services ("Products").

This Master Services Agreement (the "Agreement") sets out the terms under which Customers, Customer Clients, and End Users can access and use the Smarter AI Platform.

1. Application and Updating of Agreement

This Agreement applies to all use of the Smarter AI Platform by any Customer, Customer Client, or End User, unless a Customer, Customer Client, or End User has a separate written agreement with Smarter AI that replaces this Agreement. In this Agreement, the term "you" refers to any authorized Customer, Customer Client, or End User, and also includes the Affiliates of a Customer, Customer Client, or End User, to the extent that they use the Smarter AI Platform. Smarter AI reserves the right to update and amend this Agreement from time to time. Any update or amendment will be posted to the Smarter AI website, and will state the effective date of any posted version of this Agreement.

2. Accounts and Order Forms

You can only use the Smarter AI Platform through a Smarter AI Customer Account, and under 1 or more Order Forms that have been accepted by Smarter AI. You are solely responsible for all use (whether or not authorized) of the Services under your Customer Account(s). Your Smarter AI Order Forms set out details of your rights to access and use the Smarter AI Platform. You may not use the Smarter AI Platform in any way that is inconsistent with your accepted Order Forms. Smarter AI reserves the right in its sole discretion to refuse any application to create a Customer Account and to reject any Order Form submitted to Smarter AI.

You accept and agree to the terms of this Agreement by doing any of the following:

Submitting an Order Form which is accepted by Smarter AI,

Creating a Customer Account, or

Making any use of any Smarter AI Platform. You accept and agree to the terms of any amendment to this Agreement by continuing to make any use of any Smarter AI Platform after the amendment has been posted to the Smarter AI website.

3. Payment

If your Order Form specifies fees payable for any Smarter AI Platform, you must pay those fees in accordance with your Order Form. Specifically with respect to the Services, you must pay fees in accordance with the Standard Price List if (i) your Order Form does not specify the fees payable for Services, or (ii) your Order Form states that the Standard Price List applies. Smarter AI reserves the right to change its Standard Price List from time to time. Any change to the Standard Price List will be posted to the Smarter AI website, and will state the effective date of any change. Payment is due within 7 days following delivery of any invoice from Smarter AI. You agree that any invoice from Smarter AI can be delivered to an email address shown on your Order Form. Late payments are subject to an interest charge of 2% per month. Unless otherwise stated in an Order Form, all amounts are stated and payable in United States dollars.

If you wish to dispute any Smarter AI invoice, you must do so within 30 days of the invoice date by written notice to Smarter AI. If you fail to give such notice within 30 days of the invoice date, you agree to be bound by the amounts stated in the invoice. You may not set off any amount owing by Smarter AI to you, or which you allege is owing by Smarter AI to you, against an amount payable under any invoice.

If you fail to comply with this Agreement in any way which reduces the fees payable for your use of the Smarter AI Platform, you must pay all fees which would have been payable for the Smarter AI Platform if you had complied with this Agreement.

Smarter AI can suspend your use of the Smarter AI Platform without notice to you, if you fail to pay any amount owing for use of any Smarter AI Platform, or if your use of any Smarter AI Platform exceeds the rights you have been granted by Smarter AI. Smarter AI will have no liability to you of any kind or nature whatsoever for any damages or loss caused by such a suspension (including without limitation any loss of data or loss of revenue or profit) or any other consequences that may result from such suspension.

4. Taxes

All prices stated in your Order Form or in the Standard Price List are exclusive of any applicable taxes. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental entity, whether national, federal, provincial, or local on any products sold or shipped to you. Any taxes that Smarter AI is required to collect or remit will be added to your invoice as a separate item.

5. Services, AI Models, Data Retention, Term and Termination

Your Order Form specifies:

The Services that you may use and the Devices that you may connect to the Services. You may not use any other Services, connect any other Devices to the Services, or connect any other device to the Services.

A Data Retention Period. Smarter AI will retain Device Data for the specified period. Smarter AI is under no obligation to retain data beyond the specified period.

If your Order Form states a specified term for your right to use the Services, your right to use the Services terminates at the end of the specified term, unless earlier terminated in accordance with the provisions set out below.

Smarter AI may terminate your right to access and use the Services if (i) you commit a material breach of this Agreement or fail to make a required payment to Smarter AI, and (ii) you fail to rectify your default within 7 days of receiving written notice from Smarter AI requiring you to do so. On termination of your right to access and use the Services, you must immediately cease any use of all Smarter AI Platform and the Smarter AI name and logo, and you must immediately cease any distribution or marketing of Products.

The provisions of sections 3 (Payment) and 8 (General Restrictions on Use and Confidentiality) of this Agreement continue to apply following termination of your right to use the Services.

6. Use of Developer Materials

If your Order Form includes a license for the Developer Materials, Smarter AI grants you a limited, non-exclusive, non-transferable, revocable license to use the Smarter AI Developer Materials, solely for the purpose of developing Products that operate in conjunction with the Services. You may not use Products developed with the Developer Materials with any other service or software that is competitive with the Services. To the extent that any Products which a Customer develops include Platform Libraries, a Customer may grant sub-licenses to any Customer Clients to use the Platform Libraries as part of the Products, subject to the following restrictions:

Sub-licensees must only use Products incorporating software from the Platform Libraries in connection with the Services, and not in connection with any other service or software that is competitive with the Services.

All use of Products and Platform Libraries will be in compliance with the Smarter AI Privacy Policy.

Sub-licensees may not grant any further sub-licenses in respect of the Platform Libraries without the express written consent of Smarter AI.

All support obligations to Customer Clients in respect of any Products are obligations of the sub-licensing Customer, and not Smarter AI. Smarter AI does not give any warranty, condition, or representation of any kind or nature whatsoever concerning any Product to any sub-licensee of any Customer.

Any sub-licensee must comply with the provisions of section 8 (General Restrictions on Use and Confidentiality) of this Agreement.

Some of the software included with or required by the Developer Materials may be offered under an open source license. Open source software licenses constitute separate agreements. To the limited extent any open source software license expressly supersedes or is inconsistent with the terms of this Agreement, the open source license sets forth your agreement with Smarter AI with respect to the open source software only.

7. AI Models

If your Order Form includes a license for any specified AI Models, Smarter AI grants you a limited, non-exclusive, non-transferable, revocable, license to use the AI Models in any Devices that you connect to the Services. If you have licenses to use both the Development Materials and specified AI Models, and if you develop Products that include licensed AI Models, you may grant sub-licenses to any Customer Clients to use those AI Models, subject to the following restrictions:

Sub-licensees must only use AI Models in connection with the Services, and not in connection with any other service or software that is competitive with the Services.

All use of AI Models must be in compliance with the Smarter AI Privacy Policy.

Sub-licensees may not grant any further sub-licenses in respect of any AI Models without the express written consent of Smarter AI.

All support obligations to Customer Clients in respect of any Products are obligations of the sub-licensing Customer, and not Smarter AI. Smarter AI does

not give any warranty, condition, or representation of any kind or nature whatsoever concerning any Product to any sub-licensee of any Customer.

Any sub-licensee must comply with the provisions of section 8 (General Restrictions on Use and Confidentiality) of this Agreement.

Some of the software included in AI Models may be offered under an open source license. Open source software licenses constitute separate agreements. To the limited extent any open source software license expressly supersedes or is inconsistent with the terms of this Agreement, the open source license sets forth your agreement with Smarter AI with respect to the open source software only.

8. General Restrictions on Use and Confidentiality

Except for rights expressly granted to you under this Agreement, all title and Intellectual Property Rights in and to the Smarter AI Platform and the Developer Materials are owned by Smarter AI or its licensors. Nothing in this Agreement shall constitute a grant, transfer, or assignment of any of the foregoing rights to any Customer. You may not reverse engineer the Smarter AI Platform or any software included therein, and you may not de-compile, disassemble, or otherwise attempt to recover the source code of any such software. You may not take any steps that circumvent any restrictions on access to or availability of the Services. You may have access to confidential information of Smarter AI ("Confidential Information"). Smarter AI's Confidential Information shall include, but not be limited to, the Smarter AI Platform, your Order Forms, methods, pricing, specifications, and any other information identified orally or in writing as confidential. You may not use Confidential Information for any purpose other than to access and use the Services, and to develop, market, and sell Products in conjunction with the Services. Except as expressly set out above, you agree to keep all Confidential Information strictly confidential, and not to disclose Confidential Information to any third parties during the term of this Agreement or for a period of 5 years thereafter.

The provisions under this heading also apply to any Customer Clients and End Users who acquire rights to use any Smarter AI Platform under rights acquired by a Customer.

9. Limited Warranties

Smarter AI warrants that:

The Development Materials will perform substantially in accordance with their applicable documentation, as in effect at the time the Development Materials are first accessed by Customer, and for a period of 90 days from the date of such first access; and

The Services will comply with the Service Level Agreement in effect from time to time.

Smarter AI reserves the right to make reasonable changes to its Service Level Agreement from time to time, provided that no such changes will result in a material impairment from the prevailing specified service levels in effect at the time the Customer first accesses the Services.

Your exclusive remedies for any breach of the above Limited Warranties are as follows:

In the event of a breach of item (a), Smarter AI will use reasonable commercial efforts to correct any material deviation in the Developer Materials from the applicable documentation within a reasonable time of such deviation being reported to Smarter AI.

In the event of a breach of item (b), you will be entitled to a reduction or rebate of Service Fees as set out in the Service Level Agreement from time to time.

The Limited Warranties set out above extend automatically to any Customer Client enrolled by a Customer pursuant to an approved Order Form. Except as set out above, the Limited Warranties set out in this Agreement extend only to you and not to any other Person.

10. Disclaimers

The Limited Warranties set out above are exclusive and in lieu of all other warranties and conditions, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and quality of service. Without limiting the generality of the foregoing, Smarter AI does not warrant that (i) the Smarter AI Platform will meet your requirements, (ii) the Smarter AI Platform will operate in combination with other hardware, software, systems, or data not provided by Smarter AI; (iii) the operation of the Smarter AI Platform will be uninterrupted or error-free, or (iv) all errors will be corrected.

11. Exclusion of Liability and Damages

In no event shall Smarter AI, any of Smarter AI's suppliers be liable for any indirect, incidental, special, or consequential damages, including without limitation damages for loss of profits, data, or use, whether incurred by you or by any third party, and whether in an action in contract or tort (including negligence), arising out of or in any way related to the use of or inability to use the Services or any failure of the Smarter AI Platform, even in the event of fault, tort (including negligence), strict liability, breach of contract, or breach of warranty, and even if the other party has been advised of the possibility of such damages. The aggregate and cumulative liability of Smarter AI for

damages under this Agreement shall in no event exceed the amount of any reduction or rebate of Service Fees as set out in the Service Level Policy from time to time.

12. End Users

After you have created a Customer Account, you may create a reasonable number of End User Accounts permitting End Users connected with your business to access the Smarter AI Services which you are authorized to use. You are responsible for any improper use of the Smarter AI Platform by your End Users. See "Indemnification", below.

13. Customer Clients

Customer Clients are Persons to whom you sell Devices, or to whom you agree to make the Services available, for their own use. If specified in an accepted Smarter AI Order Form, you may establish Customer Accounts for your Customer Clients, who can in turn create Device Accounts and End User Accounts for their own Devices and End Users, as reasonably required to support their own use of the Devices and Services. The following provisions apply in respect of the use of Cameras and the Smarter AI Platform by your Customer Clients and their respective End Users.

The provisions and restrictions of this Agreement apply to your Customer Clients and their own End Users to the greatest extent practicable. You are responsible for ensuring that your Customer Clients and their End Users comply with the terms of this Agreement and with the Privacy Policy.

You are responsible for payment of any fees payable for use of Services by your Customer Clients.

Your Customer Clients are not entitled to use any Smarter AI Platform in a manner which is inconsistent with the Order Form(s) accepted in respect of such Customer Clients. You are responsible for ensuring that your Customer Clients do not act in a manner which is inconsistent with such Order Form(s).

Your Customer Clients have no right or authority to grant and further sub-licenses or sub-sub-licenses in respect of any rights that you sub-license to them.

You are responsible for any improper use of the Services or Developer Materials by your Customer Clients or their End Users. See "Indemnification", below.

14. Indemnification

You agree to indemnify and hold harmless Smarter AI and its Affiliates and licensors against any actual or threatened claim, loss, liability, or proceeding ("Claims"), including any actual legal fees and expenses incurred by Smarter AI, arising out of or relating to your activities or the activities of your End Users and Customer Clients (and their respective End Users) under this Agreement or in connection with any Products which you develop, including without limitation any intellectual property claims relating in whole or in part to your Products, and any violation of this Agreement by you, your End Users, your Customer Clients, and their respective End Users. If so required by Smarter AI, you will conduct the defense of any Claim at your own expense. Smarter AI will provide any cooperation which you reasonably request to defend any Claims, provided that you will reimburse Smarter AI for its out of pocket expenses reasonably incurred in providing such cooperation. Smarter AI also reserves the right to retain separate counsel in connection with any Claim or, if you have not responded reasonably to any Claim, to assume the exclusive conduct of the defense of such Claim, in which case you will be liable to reimburse Smarter AI for all legal and other costs which it incurs in defending the Claim. You agree to pay all costs, attorneys' fees, and any settlement amounts or damages awarded against Smarter AI in connection with any Claim. You also agree to pay any costs and attorneys' fees we incur to successfully establish or enforce its rights to indemnification hereunder.

15. Changes to Services and Developer Materials

Smarter AI is entitled to change the features, functions, and interfaces of the Smarter AI Platform, including APIs, from time to time. You must ensure that calls or requests your Product(s) make to the APIs are compatible with the then-current APIs.

16. Name and Logo

Subject to this Agreement, Smarter AI and Customer each grant to the other the right and license to use and display the name and logo of the licensor on the website and other promotional materials of the licensee, solely in connection with the activities of the parties under this Agreement. All such use of names and logos will be in accordance with the applicable usage guidelines of the licensing party.

17. Privacy Policy

You confirm that you have read and accept the Privacy Policy, which sets forth how we collect, store, and process Device Data. You are solely responsible for obtaining all required consents to the Privacy Policy from all Customer Clients and End Users in connection with all use of your Product(s) and the Services and Developer Materials, which consents will be compliant with all applicable data protection, privacy, and data transfer.

18. General Terms

You may choose, or Smarter AI may invite you, to submit comments, ideas, or suggestions about our Services and Developer Materials ("Ideas"), including how to improve our Services and Developer Materials. By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Smarter AI under any fiduciary or other obligation. Smarter AI may use, copy, modify, publish, or redistribute your Ideas for any purpose and in any way without any compensation or other obligation to you. You also agree that Smarter AI does not waive any rights to use similar or related ideas previously known to Smarter AI, developed by its employees, or obtained from other sources. Smarter AI's failure to enforce at any time any provision of this Agreement does not waive its right to do so later. You may not assign or otherwise transfer any rights in respect of this Agreement, the Services, or the Developer Materials, in whole or in part, except as expressly set out in this Agreement or with the express prior written consent of Smarter AI. This provision does not apply to any assignment or transfer of rights which is incidental to a merger, amalgamation, general sale of all or substantially all of the assets or a business, or any bona fide corporate reorganization which does not result in a material change in the ultimate beneficial ownership of the Customer.

Smarter AI and Customer are independent contractors. Nothing in this Agreement is intended to create or shall be construed as creating an employer-employee relationship or an agency, franchise, joint venture, or partnership.

This Agreement will be governed and construed in accordance with the laws of the State of Nevada, United States of America. The United States District Court for the District of Nevada will have exclusive jurisdiction to settle any dispute arising out of or related to this Agreement or the Smarter AI Platform, providing that Smarter AI may commence proceedings in a different jurisdiction in order to protect any Intellectual Property Rights.

If any provision of this Agreement is held to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of this Agreement will continue in full force and effect. In any dispute resolution proceeding, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and expenses from the other party.

No person who is not a party to this Agreement shall have any to enjoy the benefit of or enforce any terms of this Agreement.

Any notice required or permitted to be given under these Terms will be given in writing to the receiving party by personal delivery or by electronic mail. Customer agrees to accept physical delivery at any Customer address or email address on any Order Form. Smarter AI agrees to accept physical delivery to the address set out below. Any Party

can change its physical address or email address for delivery by notice delivered in accordance with this provision.

This Agreement and any Order Forms as referred to herein supersede all prior and contemporaneous agreements, presentations, proposals, sales materials, and statements, oral and written. No oral or written information, advice, or representation given by Smarter AI or any of its agents or employees will create a warranty or in any way increase the scope of the warranties under this Agreement.

19. Definitions

The following terms have the following meanings in this Agreement, and unless otherwise indicated, in any Order Form of Customer. "Affiliate" of any Person means another Person that directly or indirectly controls, is controlled by, or is under common control with the first Person for so long as such control exists. For purposes of this definition, "control" means either (i) having more than fifty percent (50%) of the shares or other equity interest with voting rights in a legal entity or organization; or (ii) having the right to appoint a majority of the directors or other Persons with the right to exercise overall direction of the affairs of the legal entity or organization. "AI Feature" means a particular characteristic or property of video input or other input data (such as facial recognition or vehicle counts) which is detected or analyzed by a Camera used by a Customer or End User.

"Camera" means an edge AI camera developed by Smarter AI which leverages the Services.

"Customer" means any Person who (i) purchases Cameras or Gateways from Smarter AI, or (ii) enters into a contract with Smarter AI authorizing such Person to use the Developer Materials to develop Products or AI Models, or who uses the Developer Materials or AI Models to develop Products.

"Customer Client" means any Person who purchases Devices from a Customer, or who operates a business or other enterprise which uses the Services, but does not contract directly with Smarter AI to use the Services.

"Device" means a Camera, Gateway, or Product.

"Device Data" means all data transmitted by your Devices during setup and operation of your Devices.

"End User" means any Person, other than a Customer or a Customer Client, who accesses and uses the Services in any way, and includes without limitation employees, contractors, and agents of any Customer or Customer Client who access and use the Services in any way.

"Gateway" means an edge AI device developed by Smarter AI that connects IP cameras to the Services.

"Intellectual Property Rights" means copyright rights, patent rights, and any other proprietary rights in or to intangible property recognized in any jurisdiction in the world.

"Person" means an individual or any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

"Service Level Agreement" means, with respect to the Services, the Smarter AI service level agreement in effect from time to time.

"Services" means the cloud-based computing services offered by Smarter AI for enabling edge AI cameras and applications.

"Smarter AI" means, for Customers located within the United States:

Smarter AI Corporation
8551 West Lake Mead Boulevard
Suite 240 Bullseye Vegas
Las Vegas, NV 89128

or, for Customers located within APAC:

Smarter AI International Private Limited
256 South Bridge Road
#02-01 Bullseye Singapore
Singapore 058805

or, for Customers located in EMEA and ROW:

Smarter AI DMCC
Jumeirah Bay Tower X3, JLT
#4102 Bullseye Sky Dubai
Dubai UAE

"Standard Price List" means the Smarter AI standard price list for Developer Materials, Devices, and Services.