

Kenzen is a smart personal protective equipment (PPE) solution for heat injury featuring a non-invasive biometric device that continuously monitors a worker's physiology for early identification of high core temperatures and heat related injury and illnesses.

The Kenzen end-to-end enterprise biometric platform combines: a) the Kenzen device, a continuous physiological monitor; with b) a worker mobile application that includes core temperature (heat safety) alerts that can be deployed across populations of employees that are at risk for heat related injury and illness; and c) a team dashboard so safety managers can monitor all workers in real time. For the purposes of this agreement, a "User" is defined as any person or entity who uses, operates or has access to the Kenzen solution.

Kenzen's ability to deploy predictive models within the Kenzen cloud transforms large volumes of precise data points into easily understandable alerts in real time for workers on a mobile phone or via Bluetooth® hub, as well as managers and safety teams via a web-based Team Dashboard. Integrations are customizable and use cloud APIs to extract and expose data in a format that meets the needs, protocols and software environment of our customer.

User is prohibited from making any copies, archival or otherwise, of the software or hardware. User is further prohibited from using the solution in any manner other than as described above. Kenzen shall retain full ownership of and title to all Intellectual Property Rights therein, including all copyrights, trade secret rights, patents, patent applications, trademark rights, moral rights, contract rights, and other proprietary rights. User shall not assign, pledge, transfer, encumber, or grant any security interest in the Hardware to any third party in any manner whatsoever.

Kenzen will retain exclusive interest in and ownership of its intellectual property rights in and to the Kenzen Solution and expressly reserves all rights not expressly granted under this agreement. User recognizes that the Kenzen Solution is the proprietary and confidential property of Kenzen. Accordingly, user shall not, without the prior express written consent of Kenzen, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any hardware or software provided by Kenzen, provided that such information was not previously known to user or to the general public. User further agrees to take all reasonable precautions to preserve the confidentiality of Kenzen's hardware and software and shall assume responsibility that its employees, contractors and assignees will similarly preserve this information against release to third parties. The provisions of this clause shall survive termination of this Agreement. User shall take no steps in attempting to reverse engineer the hardware or software.

Kenzen is committed to the highest standard of protecting a worker's right to privacy in particular as it pertains to personal data. As data privacy protection concerns are driving new regulations around the world, Kenzen will proactively act to protect data privacy online and improve personal data protection. Kenzen's goal is to go beyond just complying with all the new requirements as we strive to build trust with our customers and stand out from our competitors. Kenzen privacy policy is available online at www.kenzen.com.

In the event that user fails to notify Kenzen of any difficulties or problems with the Kenzen Solution within 30 days after receipt of product, user shall be deemed to have accepted the Kenzen Solution. Prior to acceptance of such Kenzen Solution, Kenzen shall have the right to repair or replace the Kenzen device at its discretion. Upon acceptance of the Kenzen device, Kenzen shall be under no obligation to repair or replace the Kenzen Solution except as provided for in the Warranties provision of this Agreement.

Kenzen represents and warrants that, to Kenzen's knowledge, the hardware or software does not infringe the intellectual property rights or other rights of any third party. Kenzen warrants that the Kenzen device will perform in accordance with the specifications as determined by Kenzen. **THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the event of a claim by user under this warranty, Kenzen shall have the option to either repair or replace the Kenzen device.

Kenzen, at its sole discretion and expense, may provide to user, any improvements, modifications, updates, extensions and enhancements that Kenzen makes to the Kenzen Solution and that Kenzen offers to other companies using the Kenzen Solution. Any such improvements, modifications, updates, extensions and enhancements shall be automatically included in this Agreement. Kenzen shall further provide user with bug fixes and code corrections to correct software malfunctions and defects in order to bring the

Kenzen Solution into substantial conformity with its operating specifications, as determined by Kenzen. Kenzen may, but will not be required to, provide these maintenance services if user has modified the software or is in default.

Upon the expiration or termination of any Agreement, all rights granted to user under this Agreement shall forthwith terminate and immediately revert to Kenzen and user shall discontinue all use of the Kenzen Solution and the like. Upon expiration or termination of this Agreement, Kenzen requires that user transmit and return to Kenzen at user's cost, all materials and equipment relating to the solution.

User (as an indemnifying party) shall indemnify Kenzen (as an indemnified party) against all losses and expenses, including reasonable attorneys fees, in connection with any proceeding arising out of user's unauthorized customization, modification, or other alterations to the software or hardware, including claims that its customization, modification, or other alterations infringe a third party's Intellectual Property rights.

The Kenzen device is a predictive tool to help prevent heat-related injuries and illnesses by giving alerts (to stop working) when workers' core body temperatures get to unsafe levels. It does not replace medical-grade evaluations of health. As a predictive tool, there are some instances where alerts might not be given, and a worker may still need medical attention. The Kenzen device is not a medical device and therefore should not replace medical treatments or physician opinions.

Kenzen is not responsible for any work-related injuries or illnesses (heat-related or otherwise) that occur while workers are wearing the devices, and simply wearing the device does not preclude a worker from being injured or needing medical care. Kenzen assumes no medical responsibility (financial or otherwise) for injured workers, and is not responsible for how workers use the device, worker negligence, or whether workers abide by the Kenzen alerts.

Information received from Kenzen, Kenzen employees, from Kenzen's website or Kenzen's applications should not be used as an alternative to medical advice from doctors or other professional healthcare providers. Users with specific questions about health or medical matters should consult a doctor or other healthcare professional. If a user thinks they may be suffering from a medical condition, they should seek immediate medical attention. Individuals should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information provided by Kenzen in any way.

The total cumulative liability of Kenzen arising from or relating to this Agreement and Kenzen Hardware, and any other services provided hereunder, will not exceed the amount of fees paid to Kenzen by user under this Agreement in the twelve (12) months preceding the circumstances giving rise to the first claim at issue. This limitation is cumulative and will not be increased by the existence of more than one incident or claim.

Agreement shall be governed by the laws of New York. All disputes hereunder shall be resolved in the applicable state or federal courts of New York. The parties consent to the jurisdiction of such courts, agree to accept service of process by certified mail and waive any jurisdictional or venue defenses otherwise available without reference to conflict of laws principles.

This Agreement shall be binding on and shall insure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

The license granted hereunder is to user and may not be assigned by any act of user or by operation of law unless in connection with a transfer of substantially all the assets of user or with the consent of Kenzen.

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

The user is responsible for ensuring that the hardware used to access the Kenzen platform meets the minimum requirements specified. Some of the minimum requirements include use of a currently supported device with cellular connectivity, and integration with a compatible email service.