SAAS Agreement

This SaaS Agreement ("**Agreement**"), effective as of [DATE] ("**Effective Date**"), is between **Moeco IOT INC.**, a Delaware corporation (the "**Company**" or "**Moeco**"), and [CUSTOMER], **("the Customer**"). The Company and the Customer agreed on:

1. TERMS & DEFINITIONS

1.1 **"Moeco Platform"** means a web-interface that allows for managing sensors and data, to obtain statistics and data visualization.

1.2 **"Moeco Solution"** means the complex of hardware and software used for the provision of the Services, and consists of Moeco software and Moeco sensors. Moeco software operates exclusively in connection with Moeco sensors, a hardware part of the service.

1.3 **"Sensor"** means a hardware product produced by Moeco or third parties on behalf of Moeco that enables the use of the Services.

1.4 **"Documentation"** means the materials provided by Moeco that are related to Moeco Platform, Moeco Solution and Sensor.

2. THE SERVICES

2.1 <u>Use of the Services</u>. Subject to the terms and conditions of this Agreement, Moeco grants to the Customer a limited, non-transferable, non-exclusive license, without the right to sublicense, to the Services for the defined terms in the Exhibit A: Pricing, solely for the Customer's internal business use by Authorized Users and solely for the Authorized Purpose, subject to any use restrictions set forth in this Agreement and the Exhibit A: Pricing. The Services may be used solely in connection with the Moeco Platform purchased by the Customer from Moeco.

2.2 <u>Use of the Documentation</u>. Subject to the terms and conditions of this Agreement, Moeco grants to the Customer a limited, non-transferable, non-exclusive license, without right of sublicense, to reproduce, without modification, and internally use a reasonable number of copies of the Documentation.

2.3 <u>Purchase and Use of Sensors, Moeco Platform and Moeco Solution</u>. The Customer's purchase and use of Sensors, Moeco Platform, Moeco Solution and Services are governed, in addition to any other terms of this Agreement, by the General Terms for Sale of Sensors and the Terms and Conditions, as may be updated from time to time, that govern the Customers access to and use of the Moeco Platform and Moeco Solution.

2.4   <u>Title and Risk.</u> Title to Materials and risk of loss shall pass to the Customer when Moeco Delivers the Materials to_____ set forth in an Invoice, and Moeco does not cover the losses.

Moeco shall retain title and risk of loss to the SaaS (excepting Customer's Client's content stored therein) at all times.

3. FEES

3.1 <u>Fees</u>. The Customer will pay the fees and any other amounts owing under this Agreement as set out in Addendum A: Pricing in effect at the time of order, plus any applicable VAT, sales, use, excise or other taxes (the "Fees"), in accordance with applicable laws. Fees and prices in the Price List are subject to change with a 30 days notice to the Customer.

4. TERM AND TERMINATION

4.1 <u>Term</u>. This Agreement shall be effective on the Effective Date and shall continue until _____ unless earlier terminated as set forth herein.

4.2 <u>Termination.</u> Customer may at any time, for its own convenience and without cause, by providing Supplier notice, terminate this Agreement and/or any Order placed hereunder in whole or in part. Customer shall pay Supplier for Services rendered and delivered through the date of termination.

4.3 <u>Survival</u>. The parties' respective rights and obligations under this Agreement, and any and all liabilities accrued prior to the effective date of termination of this Agreement, will survive the termination of this Agreement.

5. PROPRIETARY RIGHTS

5.1 <u>Services and Documentation</u>. The Customer acknowledges and agrees that Moeco exclusively owns all right, title and interest in and to the Sensors, Moeco Platform, Moeco Solution, Services and Documentation and all portions thereof, together with all intellectual property and other proprietary rights relating thereto, including all copyrights, patent and trade secret rights, as well as all updates, upgrades, improvements, enhancements, modifications, configurations, extensions, and derivative works of any of the foregoing (including all new features, functions and integrations) however and whenever made, notwithstanding any other provision in this Agreement. Moeco reserves all rights to the Sensors, Moeco Platform, Services and Documentation not expressly granted to the Customer under this Agreement.

5.2 <u>No License</u>. Each Party is and shall continue to be the exclusive owner to all right, title, and interest in, and all patents, copyrights, trade secrets, trademarks, and proprietary rights in, any Confidential Information made available to the other Party, including, without limitation, all additions, enhancements, modifications, and derivative works of the Confidential Information. Nothing in this Agreement shall be construed to convey to a Party any license to use, sell, exploit, copy, or further develop the Confidential Information beyond the limited rights and privileges set forth in or contemplated by the Agreement.

5.3 <u>Trademarks</u>. "Moeco", Moeco's logos and any other trade name or slogan contained in the Services are trademarks or service marks of Moeco, its partners or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of Moeco or the applicable trademark holder. In addition, the look and feel of the Services,

including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Moeco and may not be copied, imitated or used, in whole or in part, without Moeco's prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Moeco.

6. CONFIDENTIALITY

6.1 <u>Mutual Confidentiality</u>. The Receiving Party agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or use of the Disclosing Party's Confidential Information and the disclosure of the Disclosing Party's Confidential Information to third parties without the Disclosing Party's prior written consent. The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's employees or agents who reasonably need to have access to such information to perform the Receiving Party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Moeco may disclose this Agreement (but not any of the Customer's other Confidential Information) to actual and potential investors and funding sources who agree to hold it in confidence.

The Disclosing Party has the right to disclose Confidential Information to its clients, subject to certain limitations and prior agreement with the Party to this agreement. The Disclosing Party assumes full responsibility for any potential risks or consequences stemming from the disclosure of Confidential Information to its clients.

6.2 <u>Exceptions</u>. The Receiving Party may disclose the Disclosing Party's Confidential Information as required by applicable law or regulation or as may be required to comply with a court order compelling such disclosure; provided that, unless legally prohibited from doing so, the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and reasonable assistance in limiting disclosure or obtaining an order protecting the information from public disclosures.

7. MISCELLANEOUS

7.1 <u>Governing Law; Venue</u>. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Delaware, U.S.A, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The parties agree that any action arising out of or in connection with this Agreement will be heard in the federal, state, or local courts in Delaware, U.S.A., and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.

7.2 <u>Claims Limitation Period</u>. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.3 <u>Notices</u>. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: delivered in person, by email, or sent by an internationally recognized overnight courier, in each case properly posted and fully prepaid to the appropriate address. The initial address for notices for each party is set forth in the Exhibit A: Pricing, but either party may change its address for notices by notice to the other party given in accordance with this Section 7.3. Notices will be deemed given at the time of actual delivery in person or one day after delivery to an overnight air courier service.

7.4 <u>Force Majeure</u>. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (other than payment of Fees) as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance. Either party may terminate this Agreement if the force majeure event prevents performance for a period of 30 days or more.

7.5 <u>Third Party Materials</u>. The Services may include certain open source or other third-party software, data, or other materials (the "Third-Party Materials") that are separately licensed by their respective owners. Third-Party Materials are identified in the Documentation. MOECO MAKES NO OTHER REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING THE THIRD-PARTY MATERIALS, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO THE CUSTOMER'S USE THEREOF.

7.6 <u>Severability</u>. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

7.7 <u>Integration</u>. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions.

Moeco IOT INC.	Customer
Address: Moeco IOT INC., 221 W 9th St Ste 574 Wilmington, DE 19801, USA Bank details Beneficiary: Moeco IoT Inc. Bank Account: 716587685 Bank name: JPMorgan Chase Bank Bank address: 270 Park Ave., New York, NY 10017 SWIFT: CHASUS33 ABA/Routing Number: 021000021 ACH routing number: 322271627	[CUSTOMER] Address: Bank details Beneficiary: Bank Account: Bank name: Bank address: SWIFT: Routing Number:

Exhibit A: Pricing

To the Agreement

Dated _____ 2024

Solution pricing

Per unit prices:

Pricing below is valid for 90 days following the Exhibit date. Wholesale prices are subject to change unilaterally by Moeco with prior written notice to the Customer at least 30 days in advance.

Service	Stage	QTY per order	Moeco price per unit
Moeco Act	Pilot	100-200	
	Commercial	100-200	
		<500	
		<1,000	
		<10,000	
		<25,000	
		<50,000	
		<100,000	
		≥ 100,000	

Prices in the table above are DDU (incoterms) and are exclusive of any applicable shipping costs, taxes and fees. Such costs are calculated and charged separately for each order placed.

Description	Included in the per-unit price
Tracker shipping, taxes & fees	No, calculated and charged separately for each order placed
Tracking per unit	6 months
Connectivity	Charged on a per-use basis

Monthly support (incl Training and Support)	10 hours (based on monthly volumes)
API connectivity	Yes
Platform hosting	AWS
Platform users	Unlimited

Additional fees:

Description	Price (USD)
Extra support	
Live support	
Extra trainings	
Live trainings	
Integrations	
Customizations for client needs	

Payment terms
Payment terms for Moeco Act: full prepayment - 90 days prior to order receival
Payment terms for additional fees: 30 days after such services occurred

Pilot return & replacement policy
Moeco has a "no refunds or returns" policy.
However, in the event of a critical device malfunction, caused by a production issue, the supplier reserves the right to provide free replacement of devices for any non-operating units. Critical device malfunction entails an inability of the customer to obtain shipment data from the device due to a hardware issue.

Coverage
Moeco solution supports tracking in 190 countries today. This list is subject to change.

Afghanistan	Denmark	Kosovo	Russian Federation (the)
Åland Islands	Dominica	Kuwait	Rwanda
Albania	Dominican Republic (the)	Kyrgyzstan	Saint Kitts and Nevis
Algeria	Ecuador	Lao People's Democratic Republic (the)	Saint Lucia
Andorra	Egypt	Latvia	Saint Vincent and the

			Grenadines
Angola	El Salvador	Lesotho	Samoa
Anguilla	Equatorial Guinea	Liechtenstein	Saudi Arabia
Antigua and Barbuda	Estonia	Lithuania	Senegal
Argentina	Eswatini	Luxembourg	Serbia
Armenia	Ethiopia	Macao	Sierra Leone
Aruba	Faroe Islands (the)	Madagascar	Singapore
Australia	Fiji	Malawi	Sint Maarten (Dutch part)
Austria	Finland	Malaysia	Slovakia
Azerbaijan	France	Mali	Slovenia
Bahamas (the)	Gabon	Malta	Solomon Islands
Bahrain	Gambia (the)	Mauritania	Somalia
Bangladesh	Georgia	Mauritius	South Africa
Barbados	Germany	Mexico	South Sudan
Belarus	Ghana	Moldova (the Republic of)	Spain
Belgium	Gibraltar	Monaco	Sri Lanka
Belize	Greece	Mongolia	Sudan (the)
Benin	Greenland	Montenegro	Suriname
Bermuda	Grenada	Montserrat	Sweden
Bolivia (Plurinational State of)	Guadeloupe	Morocco	Switzerland
Bonaire, Sint Eustatius and Saba	Guam	Mozambique	Taiwan (Province of China)
Bosnia and Herzegovina	Guatemala	Myanmar	Tanzania, United Republic of
Botswana	Guinea	Namibia	Thailand
Brazil	Guinea-Bissau	Nepal	Togo
Brunei Darussalam	Guyana	Netherlands (the)	Tonga
Bulgaria	Haiti	New Caledonia	Trinidad and Tobago
Burkina Faso	Honduras	New Zealand	Tunisia
Cabo Verde	Hong Kong	Nicaragua	Turkey
Cambodia	Hungary	Niger (the)	Turks and Caicos Islands (the)
Cameroon	Iceland	Nigeria	Uganda
Canada	India	Norway	Ukraine
Cayman Islands (the)	Indonesia	Oman	United Arab Emirates (the)
Central African Republic (the)	International	Pakistan	United Kingdom of Great Britain and Northern Ireland (the)
Chad	Iran (Islamic Republic of)	Panama	United States of America (the)
Chile	Ireland	Papua New Guinea	Uruguay
China	Israel	Paraguay	Vanuatu
Colombia	Italy	Peru	Venezuela (Bolivarian Republic of)
Congo (the Democratic Republic of the)	Jamaica	Philippines (the)	Viet Nam
Congo (the)	Japan	Poland	Virgin Islands (British)
Costa Rica	Jordan	Portugal	Yemen
Côte d'Ivoire	Kazakhstan	Puerto Rico	Zambia
Croatia	Kenya	Qatar	Zimbabwe
Cyprus	Kiribati	Republic of North Macedonia	
Czechia	Korea (the Republic of)	Romania	

Moeco IOT INC.:	Customer
(Title) _____ (Name) _____ _____	(Title) _____ (Name) _____ _____

Exhibit B: Potential volumes

To the Agreement

Dated _____ 2024

Planned future volumes

Volumes in the following table are non-binding, but represent the forecast to the best of [CUSTOMER]'s knowledge at the time of signing the Exhibit.

	2024	2025
Moeco Act		

Moeco IOT INC.:	**Customer**
(Title) _____ (Name) _____ _____	(Title) _____ (Name) _____ _____