

DIGITAL KNIGHT INTERNET OF THINGS PLATFORM

TERMS OF USE

Effective Date: October 1, 2021

These Terms of Use (the "Terms") are a legal agreement between the customer of Digital Knight Internet of Things Platform Services ("you" and "your") and Digital Knight Sdn Bhd or the Franchisee ("we", "us" and "our") on providing data analysis and monitoring services on your operation using the Digital Knight Internet of Things Platform linked to the sensors and equipment on your sites (the "Services").

By accessing or using the Platform, you are agreeing:

- to be bound by our terms and conditions (a) contained in this agreement and posted on our website, and (b) contained on an exchange of emails, order confirmation and invoice; AND
- to use the Services only for purposes permitted by these Terms, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behaviour intentionally or unintentionally threatens our ability to provide the Service or other systems, we shall be entitled to take all reasonable steps to protect the Service and our systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your account.

You understand and agree that your use of the Service and any Content is solely at your own risk.

We may revise these Terms to reflect changes to the Services, our users' needs, our business priorities or changes in laws and regulations. Every time you wish to use the Services, please check these Terms to ensure that you understand the terms that apply at that time. These Terms were most recently updated on the date at the top of them. If you do not agree to the updated Terms, you must stop accessing and using the Services immediately.

1. Information About Us

We are Digital Knight Sdn Bhd, a company registered in Malaysia under company number 201701033912 (1248083-T) and with our registered office at Suite 6-3A, Menara LGB, 1 Jalan Wan Kadir, 63000 Kuala Lumpur which is also our main trading address. We are a limited company. To contact us, please see our "Contact us" page in the Digital Knight IoT Platform.

2. Eligibility and Scope

To use the Services you must be, and confirm that you are, of legal age (18 years of age or older, or otherwise of legal age in your jurisdiction) and able to agree to these Terms. If you are agreeing to these Terms on behalf of an organisation or entity, you represent and warrant that you are authorised to agree to these Terms on behalf of that organisation or entity and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except in this sentence, refer to that organisation or entity). If Digital Knight has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services.

3. Account Registration and Use

- 3.1. Account registration and confidentiality. You may be required to create an account to use the Services. If so, during the registration process, you must select a user name and password and provide us with additional information. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your user name and password. We may assume that any communications that we receive under your account have been made by you. You warrant that any registration information that you submit to Digital Knight is true, accurate and complete, and you agree to keep it that way at all times.
- 3.2. *Unauthorised account use.* You are responsible for notifying us if you become aware of any unauthorised use of or access to your account. To contact us, please see our "Contact us" page. You agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. We reserve the right to take steps we believe are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms. You acknowledge and agree that we may, without liability to you, access, use, preserve and/or disclose your Account information and any of your data to law enforcement authorities, government officials, and/or a third party, as we believe is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect our rights, property or safety, its users, a third party, or the public as required or permitted by law.

4. Our Proprietary Rights

- 4.1 The use of the software or any part of this Service, except for the use of this Service as permitted in these Terms, is strictly prohibited and infringes on our intellectual property rights and/or those of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

You acknowledge and agree that Digital Knight own all legal right, title and interest in and to the Services and any enhancements, modifications or derivative works thereof and any enhancements,

modifications or derivative works thereof, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist (all such legal rights, title and interests to be referred to as "Intellectual Property"). You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with these Terms. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

- 4.2 Digital Knight retains ownership to its Confidential Information and exclusively owns all right, title and interest in and to the Services and any derivative works and work product conceived, originated, or prepared in connection with the Services.
- 4.3 You agrees that Digital Knight will retain sole ownership of all Intellectual Property features even if the feature was suggested, paid or requested by you and if it has become incorporated into the Services.
- 4.4 You agree that the platform and all developed features and upgrades are non-exclusive, and it is at sole discretion of Digital Knight to offer specific features and plans to other customers.

5. Customer Data and Warranties

- 5.1 The customer alone is responsible for the accuracy, quality, integrity, legality, reliability, suitability and intellectual property rights in the use of all Customer Data uploaded or transmitted to the Services, and we will be responsible for its elimination, correction, destruction, damage, loss or error arising during the storage of the Customer Data.
- 5.2 The customer alone is responsible for Customer Data, for the use of the Customer Data and to make sure that any activities in connection with the Service do not violate, infringe or misappropriate any third party's rights.
- 5.3 Any Customer Data may be retained, deleted and/or discarded on notice to Customer if the Customer fails to fulfil any of its obligations or breaches any conditions of this Agreement, including without limitation the obligation to pay fees for the Services.
- 5.4 The Service is provided "as is" and all other implicit or explicit conditions, representations and warranties, whether legal or of any other kind, including without limitation warranty of merchantability, satisfactory quality, or fitness for a particular purpose or non-infringement, are disclaimed to the maximum extent permitted by the applicable law.
- 5.5 There is no warranty that the Services will be uninterrupted or error free; nor any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability, or content of any information or services contained in or provided through the Service. You agree not to hold Digital Knight liable for the content or loss of any data transferred either to or from you by you via the Service.

- 5.6 For purposes of maintenance, statistics and for developing, improving and providing Digital Knight products and services, the data read from the Customers' measuring devices may be randomly and anonymously recorded and processed by Digital Knight and its technology suppliers.

6. Agreement Period

- 6.1. This Agreement shall be in force for the term set out on the accepted quote/invoice.
- 6.2. The Commencement date of the agreement is set out on the date the client receives credentials to access the dashboard.
- 6.3. From time to time, Digital Knight may make alterations to the Services that the Partner enjoys and pricing associated with the services. Digital Knight will take all reasonable steps to inform you of these changes with as much advance warning as possible. You might be contacted during this Agreement period regarding new developments and products.

7. User's Obligations and Conduct

- 7.1. Any information, materials, and technical know-how available to the Customer are provided solely for Customer own use and the Customer agrees will not, without our written permission, transfer or sell or attempt to transfer Customer Admin access to or use of the information, materials, or admin portal to any other person/company unless: (a) That use is the purpose for which the partnership has been granted for, or (b) It is expressly permitted by Digital Knight or the Franchisees in writing.
- 7.2. During this Agreement Customer agrees not to: (a) Use the Platform, admin portal, information, materials or database fraudulently, in connection with or for purposes of a criminal offence, or otherwise unlawfully; (b) Attempt to gain unauthorised access to the information, materials, database or other networks connected to the cloud platform, through any means whatsoever; or (c) Modify any of the information, materials, database or any part of the Platform.

8. Password and Security

- 8.1. Digital Knight or the Franchisees will provide the customers with admin account name with unique username and password for access to the services. According to the purchased plan, the Partner may have the right to create multiple users and assign access rights and plan to those users.
- 8.2. The customer agrees that: (a) the customer is responsible for maintaining the confidentiality of usernames, password and account details, be fully responsible for all activities of users and end customers, password or accounts created. And (b) The Customer will immediately notify Digital Knight or the Franchisee of any unauthorised use of the platform, username password or account.

9. Obligations, Hardware Warranties, and Limitation of Liability

- 9.1. Digital Knight gives the Customer no warranty or assurance about the contents of the information, materials or database. Whilst Digital Knight does endeavour to maintain the accuracy and the quality of the information, materials, and database, they may be incorrect due to changes out of

our control. Therefore, any use the Customer makes of the information, materials or database is at Customer's own risk.

- 9.2. Digital Knight disclaims all liability in the contract (including negligence) or otherwise in connection with the Service for any indirect, incidental, third party, special or consequential loss, loss of profit, revenue, savings or data which may result from the use, delays in use, or inability to use the Service.
- 9.3. Digital Knight's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any month period (considered retrospectively from the date on which the course of action arose) shall not exceed an amount equal to the sums payable by the Customer to Digital Knight in respect of that month period.
- 9.4. You expressly understand and agree that Digital Knight and its Affiliates, Parent Companies, Subsidiaries, Officers, Directors, Employees, Agents, partners and Franchisees shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profit, goodwill, use, cost of procurement of substitute goods or services, or other intangible losses (even if we have been advised of possibilities of such damages) resulting from: (i) the use or inability to use the service; (ii) any changes made to the service or any temporary or permanent cessation of the service or any part thereof; (iii) the unauthorized access to or alteration of your transmissions or data; (iv) the deletion of, corruption of, or failure to store and/or send or receive your transmissions or data on or through the service; (v) statements or conduct of any third party on the service; and (vi) any other matter relating to the service.
- 9.5. You expressly understand and agree that the Service is provided on an "as is" and "as available" basis. Digital Knight and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, partners and franchisees expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In particular, Digital Knight and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, partners and franchisees make no warranty that (i) the service will meet your requirements; (ii) your use of the service will be timely, uninterrupted, secure or error-free; (iii) any information obtained by you as a result of the service will be accurate or reliable; and (iv) any defects or errors in the software provided to you as part of the service will be corrected.
- 9.6. We do not represent or guarantee that the service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and we disclaim any liability relating thereto.
- 9.7. Any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your device, computer, or loss of data that results from the download of any such material. You further acknowledge that the Service is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the service could lead to death, personal injury, or severe physical or environmental damage.

- 9.8. Some jurisdictions do not allow the exclusion or limitation of liability by service providers. to the extent such exclusions or limitations are specifically prohibited by applicable law, some of the exclusions or limitations set forth below may not apply to you.
- 9.9. We shall use reasonable skill and due care in providing the service. the following limitations do not apply in respect of loss resulting from (a) our failure to use reasonable skill and due care; (b) our gross negligence, wilful misconduct or fraud; or (c) death or personal injury.

10. Suspension and Termination of Account

- 10.1 If a Customer account is fourteen (14) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein),we reserve the right to suspend Customer's access to the applicable Service (and any related services) without liability to Customer until such amounts are paid in full.
- 10.2. We also reserve the right to suspend Customer's access to the Services without liability to Customer if Customer's use of the Services is in violation of the acceptable use policies or threaten the security of the Platform
- 10.3. Customer agrees that in case of Suspension or Termination of this Agreement, we may stop the data acquisition and will have no liability in case of data loss, Customer access loss to the Platform, or any other inconveniences caused.
- 10.4. To terminate the agreement, Customer must send an email to the Franchisee or Digital Knight. The agreement will be terminated immediately or by the end of the agreement period.
- 10.5. To activate or deactivate sensor or data collection points, the Customer must either by sending an email to the Franchisee or Digital Knight with the unique reference number of the points or by using the Admin functionality provided. The Customer Service team will strive to deactivate points within 5 working days. Deactivated points will be charged until the end of the monthly subscription, or their minimum activation period as agreed.

11. Effect of Termination

- 11.1. On termination of this agreement for whatever reason, Customer must take reasonable steps to delete any proprietary Digital Knight Internet of Things Platform information, and neither the Customer nor any third party will make any further use of the Platform, any information and technical and commercial materials.
- 11.2. Upon termination clauses 4, 5, 6, 8, 11, 12, 13 and 43 shall continue with full force and effect.

12. Indemnity

- 12.1. You agree to defend, indemnify and hold Digital Knight and our affiliates, parent companies, subsidiaries, directors, officers, employees, agents, partners, contractors, and franchisees harmless from any claim or demand, including reasonable legal fees, made by a third party, relating to or arising from: (a) any data you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any

action we take as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another. This means that you cannot sue Digital Knight and our affiliates, parent companies, subsidiaries, directors, officers, employees, agents, partners, contractors, and franchisees as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of our conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service.

- 12.2. You acknowledge that you are responsible for all use of the Services using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless Digital Knight from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

13. Force Majeure

- 13.1. We will not be liable for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond our reasonable control, including without limitation Internet outages, communications outages, fire, flood war or act of God.

14. Confidential Information

- 14.1. Each party (as "Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Digital Knight Technology, performance information relating to any Service, and the terms and conditions of this Agreement will be deemed Confidential Information of Digital Knight without any marking or further designation.
- 14.2. Except as expressly authorised herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Digital Knight, the subcontractors (Subcontractors)), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 15 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section.
- 14.3. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the

Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

15. Miscellaneous

- 15.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.
 - 15.2. The failure of Digital Knight to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. This Agreement constitutes the entire agreement between Digital Knight and Customer in relation to the Services.
 - 15.3. This Agreement will be deemed enter in Malaysia and will be governed by and interpreted in accordance with the laws of Malaysia, excluding that body of law known as conflicts of law.
 - 15.4. Notwithstanding any other term of this agreement, Digital Knight does not limit or exclude liability for death or personal injury arising from its negligence
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