

End User License Agreement (EULA)

Please read this document carefully before proceeding. This is a legal agreement between you (referred to herein as “user” or “you”) and sensor.live inc. a Cayman corporation (referred to herein as “sensor.live” or “The Company”) and governs your use of sensor.live’s Benchy API service (“Benchy API Service”) made available through the Amazon Web Services Marketplace. By clicking on the “I Accept” button or accessing or using the software, you are agreeing to the Terms of this End User License Agreement (the “EULA”). If you are entering into this EULA on behalf of an entity (such as your employer), then you represent and warrant that you have the authority to bind that entity.

1. OVERVIEW OF THE SERVICES

(1) Benchy API service is a software tool for corporations to establish Proof-of- Existence (PoE). Benchy is supported by sensor.live PoW accelerator and will further enable the Decentralized Identifiers (DIDs) service.

(2) Therefore, an efficient and secure method for digital authentication and verification becomes more critical with the rising of IoT, and sensor.live Benchy API provides one of the best solutions to the proof-of-existence (PoE). Via the distributed ledger technology (DLT), Benchy API, in real time, can record every transaction from personal or corporate device (Claim) onto the IOTA Tangle with time stamps. Learn more: <https://benchy.softchef.com>

2. USER CONDUCT

You may use Benchy API Service for lawful purposes only and may use Benchy API Service only in ways consistent with the law. You agree that you will not:

(1) Use Benchy API Service in any way that breaches any applicable local, national, federal or international law or regulation;

(2) Copy, use, disclose or distribute any information obtained from Benchy API Service, whether directly or through third parties, without our consent;

(3) Use, disclose or distribute any data obtained in violation of these Terms;

(4) Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;

- (5) Violate our intellectual property or other rights, including, without limitation, (i) copying or distributing our materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word "BENCHY API SERVICE" or our logos in any business name, email, or URL, without our consent;
- (6) Imply or state that you are affiliated with or endorsed by BENCHY API SERVICE without our express consent;
- (7) Rent, lease, loan, trade, sell/resell access to Benchy API Service or related data;
- (8) Act in an unlawful or unprofessional manner in connection with Benchy API Service, including being dishonest, abusive or discriminatory;
- (9) Post inaccurate, defamatory obscene, shocking, hateful, threatening or otherwise inappropriate content or airing personal grievances or disputes;
- (10) Harass, abuse or harm another person;
- (11) Send or post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any form of solicitation unauthorized by us;
- (12) Disclose information that you do not have the consent to disclose (such as confidential information of others);
- (13) Post anything that contains software viruses, worms, or any other harmful code;
- (14) Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology or manual work) to scrape Benchy API Service or otherwise copy data from Benchy API Service;
- (15) Bypass or circumvent any access controls or Site use limits;

3. LICENSE; RESTRICTIONS

In order to access and use the Benchy API Service to test any Application, you may need to download or install Software, web clips, certificates, or other materials provided by Benchy API Service ("Benchy API Service Material"). Subject to your compliance with this Agreement, Benchy API Service grants you a limited, non-exclusive, non-assignable, non-sublicensable license to access, download, and use any Benchy API Service Material made available to you by Benchy API Service, solely to access and use the Services. Benchy API Service reserves all right, title, and interest in the Benchy API Service Material not expressly granted to you, including but not limited to intellectual property rights. To the maximum extent permitted by law,

you may not do any of the following with respect to any Benchy API Service Material you receive or otherwise have access to: (a) modify, reverse engineer,

decompile, or disassemble any Benchy API Service Material, (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer any Benchy API Service Material, (c) make any copy of or otherwise reproduce any Benchy API Service Material, (d) remove, alter, or obscure any copyright, trademark or other proprietary rights notice on or in any Benchy API Service Material, (e) work around any technical limitations in any Benchy API Service Material, or (f) use any Benchy API Service Material for purposes for which it is not designed.

4. CONFIDENTIALITY

"Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient") that is marked or otherwise identified as "confidential" or "proprietary," or by its nature or the circumstances of disclosure should reasonably be understood to be confidential, including without limitation, all financial, business or technical information disclosed in relation to this Agreement. Except for the specific rights granted by this Agreement, the Recipient may not use, copy or disclose any Confidential Information of the Discloser without Discloser's prior written consent, and shall use no less than reasonable care to safeguard Discloser's Confidential Information, including ensuring that Recipient's employees, contractors and agents ("Representatives") with access to Discloser's Confidential Information have a need to know such Confidential Information for the purposes of this Agreement and are bound by confidentiality obligations no less protective of the parties as those set forth herein. The foregoing obligations shall not apply to any Confidential Information that Recipient can demonstrate is: (a) already known by it without restriction, (b) rightfully furnished to it without restriction by a third party not in breach of any obligation to Discloser, (c) generally available to the public without breach of this Agreement or (d) independently developed by it without reference to or use of any of Discloser's Confidential Information and without any violation of any obligation of this Agreement. Each party shall be responsible for any breach of confidentiality by its Representatives, as applicable. Promptly upon Discloser's request at any time, Recipient shall, or in the case of Developer Data shall use reasonable efforts to, return all of Discloser's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records, copies, summaries, analyses and materials developed therefrom. Nothing herein shall prevent a party from disclosing any of the other's Confidential Information as necessary pursuant to any court order or any legal, regulatory, law enforcement or similar requirement or investigation; provided, however, prior to any such disclosure, Recipient shall use

reasonable efforts to: (i) promptly notify Discloser in writing of such requirement to disclose where permitted by law, and (ii) cooperate with Discloser in protecting against or minimizing any such disclosure and/or obtaining a protective order.

5. PROPRIETARY RIGHTS

As used in this Agreement: "Background Materials" means all ideas, concepts, inventions, systems, platforms, software (including all Software), interfaces, tools, utilities, templates, forms, Report Formats, techniques, methods, processes, algorithms, knowhow, trade secrets and other technologies and information that are used by Benchy API Service in providing the Services and Results (including any correction, improvement, derivative work, extension or other modification to the Services made, created, conceived or developed by or for Benchy API Service, including at Developer's request or as a result of feedback provided by Developer to Benchy API Service); "Reports" means the reports, charts, graphs and other presentation in which the Results are presented to Developer; "Report Formats" means the formatting, look and feel of the Reports; and "Results" means the work products resulting from the Services that are delivered to Developer by Benchy API Service through the Services, and which are based on the Developer Data. For the sake of clarity, Results shall expressly exclude all Background Materials. Developer shall own all right, title and interest (including all intellectual property and other proprietary rights) in and to: (a) feedback, suggestions, ideas or other materials and information provided by user with respect to any Application ("User Feedback"), (b) the Results and (c) Developer Data. Developer acknowledges and agrees that the Results will be presented to it in a Report, the Report Format of which is Confidential Information and proprietary to Benchy API Service. Developer may make a reasonable number of copies of the Reports only for its internal purposes in using the Results.

6. DISCLAIMER OF WARRANTY

THE INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIALS INCLUDED IN OR AVAILABLE THROUGH THE BENCHY API SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE BENCHY API SERVICE AT ANY TIME.

COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIAL CONTAINED ON THE BENCHY API SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIAL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIALS CONTAINED HEREIN, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED (1) WITH THE USE OR PERFORMANCE OF THE BENCHY API SERVICE; (2) WITH THE DELAY OR INABILITY TO USE THE BENCHY API SERVICE OR RELATED SERVICES; (3) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, SERVICES, CONTENT AND RELATED MATERIALS OBTAINED THROUGH THE BENCHY API SERVICE; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE BENCHY API SERVICE , OR (5) OTHERWISE ARISING OUT OF THE USE OF THE BENCHY API SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME COUNTRY/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE BENCHY API SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BENCHY API SERVICE.

7. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE (UNDER ANY THEORY OF LIABILITY) FOR PERSONAL INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES

(INCLUDING FOR LOSS OF DATA, LOSS OF CONTENT, LOSS OF IN-APPLICATION FEATURES, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION, EVEN IF LICENSOR AND/OR ITS SUPPLIERS HAS/HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OF LIABILITY, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL LICENSOR AND ITS SUPPLIERS' AGGREGATE LIABILITY ARISING FROM YOUR USE OR INABILITY TO USE THE APPLICATION EXCEED FIFTY UNITED STATES DOLLARS (US \$50.00).

8. TERM AND TERMINATION

(1) Term. The term of this Agreement will begin on the date you first agree to this Agreement and are approved to register for the Services, and continue until terminated as set forth herein ("Term"). Your use of the Services may be terminated by Benchy API Service or you at any time, for any reason, effective immediately upon notice provided by one party to the other party as set forth herein.

(2) Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that: (a) all obligations that accrued prior to the effective date of termination and all remedies for breach of this Agreement shall survive, (b) you must discontinue accessing and using the Services and delete all Software, Benchy API Service Properties, and Benchy API Service Material, Developer Feedback, Confidentiality, Proprietary Rights, General Learning; Aggregate Data shall survive. Benchy API Service has no obligation to store, delete or return any User Feedback, Performance Data, Developer Data, or Results.

9. INDEMNIFICATION

(1) You agree to defend, indemnify, and hold harmless us, our respective owners, employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, arising out of or in any way connected with:

- A. your violation of laws and regulations, these EULA or the policies or agreements which are incorporated herein;
- B. your dispute with any other user of the Company, or Benchy API Service; and/or

C. your violation of any third-party right, including without limitation any intellectual property, confidential information or other proprietary right.

(2) The indemnification obligations under this section shall survive the termination or expiration of these EULA or your use of the Benchy API Service.

10. GENERAL PROVISIONS

(1) Modifications. The Company reserves the right, at its sole discretion, to modify, discontinue or terminate Benchy API Service or to modify these EULA, at any time and without prior notice. If the Company modifies these EULA, the Company will post the latest revised version at Benchy API Service or in other ways that the Company deems appropriate. By continuing to access or use Benchy API Service after the Company has posted a modification of the Company or have provided you with electronic notice of a modification, you are indicating that your agreement and express consent to be bound by the modified EULA. You may also be asked to re-acknowledge and re-accept the EULA following any material changes. If the modified EULA are not acceptable to you, you must cease using Benchy API Service immediately.

(2) No Advice or Brokerage. The Company does not provide any financial, tax, or legal advice, or advice on trading techniques, models, algorithms, or any other schemes. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.

(3) Entire Agreement. This EULA constitutes the entire understanding between you and the Company and governs your use of Benchy API Service and any prior or contemporaneous representations, either oral or written are hereby superseded.

(4) Assignment. Except as otherwise stated herein, you may not assign or transfer all or any part of your rights under these EULA, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these EULA, without such consent, will be null and of no effect. the Company may assign or transfer these EULA, at its sole discretion, without restriction. Subject to the foregoing, these EULA will bind and inure to the benefit of the parties, their successors and permitted assigns.

(5) No Waiver. No failure or delay of the Company to require performance by you of any provision of these EULA shall in any way adversely affect the Company's right to require full performance of such provision after that. No waiver by the Company of a breach of any

provision of these EULA shall be considered to be a waiver by the Company of any succeeding breach of such provision.

(6) Severability. If any provision or any portion of these EULA shall be held to be void or unenforceable, the remaining provisions of these EULA and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

(7) Change of Control. In the event that the Company is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

(8) Survival. All provisions of these EULA which by their nature extend beyond the expiration or termination of these EULA, including, without limitation, sections pertaining to suspension or termination, debts owed to the Company, general use of the Benchy API Service, and general provisions, shall survive the termination or expiration of these EULA.

(9) Choice of Law and Forum. These EULA is governed by and will be construed according to the laws of Republic of China (including but not limited the validity, interpretation, construction, performance and enforcement of these EULA, or any disputes or controversies arising from or related to these EULA). Any dispute, controversy, difference or claim arising out of, relating to or in connection with these EULA, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the Taipei District Court.

(10)Force Majeure. The Company shall not be liable for delays, failure in performance or interruption of Benchy API Service, or Content which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, DOS (denial-of-services) attacks, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. Without limiting the generality of the foregoing, the Company shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

11. CONTACTING SENSORLIVE.INC

If you have any questions about these End User License Agreement, please contact the Company through our email (poke@sensor.live).