

INTERACTIVE VALIDATED SOLUTIONS 88 INC. and You agree as follows:

YOUR DOWNLOAD AND USE OF THE APP DOWNLOADABLE TO YOUR APP-ENABLED DEVICE (THE "P88 MOBILE APP") AND OF THE PURCHASED SERVICES AS DEFINED BELOW, IS CONDITIONED UPON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH, THE PRESENT TERMS & CONDITIONS OF USE. YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON THE "ACCEPT" BUTTON OR ON SIMILAR BUTTONS, BOXES OR LINKS AS MAY BE DESIGNATED BY US, TO SHOW THESE TERMS & CONDITIONS OF USE AND/OR TO INSTALL THE P88 MOBILE APP AND/OR USE THE PURCHASED SERVICES, YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT (THE "AGREEMENT"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. YOU WILL NOT BE PERMITTED TO DOWNLOAD AND/OR USE THE P88 MOBILE APP AND/OR THE ASSOCIATED PURCHASED SERVICES UNLESS AND UNTIL YOU ACCEPT THIS AGREEMENT, AND ANY OTHER RULES OR POLICIES WE MAY CREATE AND MAKE AVAILABLE ON OUR WEB PLATFORM FROM TIME TO TIME FOR THE P88 MOBILE APP AND/OR THE PURCHASED SERVICES.

You may not access, download and/or use the P88 Mobile App and/or the Purchased Services if You are our direct or indirect competitor, except with our prior written consent. In addition, You may not access, download and/or use the P88 Mobile App and/or the Purchased Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. More generally, we reserve the right to refuse or cancel access, download and/or use the P88 Mobile App to anyone for any reason at any time, including if fraud or threat to Our rights and interests is suspected.

1. Definitions

- 1.1. "P88 Mobile App"** means the downloadable application "FabX by Pivot88", available for download on GooglePlay Store or our Web Platform for Android Allowed Tablets, or on the App Store for Apple Allowed Tablets or any Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing.
- 1.2. "Web Platform"** means our platform accessible from the web at the domain thevirtualinspector.pivot88.com, on which from which You can access to and purchase Purchased Services, and download the completed Inspection Report(s) ensuing from the use of the Purchased Services.
- 1.3. "Minimum Environment"** means PC with at least windows 7 or later, Intel Pentium 4 or later and with SSE2 capability, or MAC with OS X Yosemite v10.10.5 or later, either of them with at least 2GHertz CPU and 2 GBytes RAM, and Firefox 10 or later, Safari 10.0 or later, or Google Chrome 23.0 or later for Browser.
- 1.4. "Purchased Services"** means the pre-paid package for the P88 Mobile App chosen by You (monthly or yearly package and corresponding available Inspection Reports, as the case may be number of Users, etc.) and made available to You for use online by Us, through P88 Mobile App. Purchased Services are valid for the corresponding period from the date of purchase, and made available on a shared server. Purchased Services are for Your own internal use, and may not be shared or made available to a third-party.

- 1.5. **“Inspection Reports”** means the pre-formatted Reports available for purchase as part of the Purchased Services. Reports are made available for use “AS IS”, and may be configured for use with User reference data, but their format or fields cannot be modified. Completed Inspection Reports shall be available for Your download through Our Web Platform.
- 1.6. **“User”** means an individual who is authorized by You to use the Purchased Services with the login and password provided by Us (for Purchased Services utilizing authentication). Users must be related to a Your unique mail domain, and may include, for example, You and Your employees, or other individuals that are related to your mail domain.
- 1.7. **“Allowed Tablets”** means, as to Android, tablets with a least version 5.0 or later, and as to Apple tablets - with at least iOS version 9 or later.
- 1.8. **“We,” “Us” or “Our”** means INTERACTIVE VALIDATED SOLUTIONS 88 INC. and/or any of its Affiliates.
- 1.9. **“You” or “Your”** means the person, or the company or other legal entity for which you are accepting this Agreement.
- 1.10. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for the purpose of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.11. **“Update”** means any patch, bug fix, release, version, modification or successor to the P88 Mobile App and/or the Purchased Services, made available, as the case may be, by Us to You.

2. License Grant

- 2.1. Subject to Your strict respect of the provisions contained herein, and subject to the payment of the Purchase Services chosen by You, We grant You a non-exclusive, personal, non transferable, right to download and use the P88 Mobile App, and use the Purchased Services (and corresponding number of Inspection Reports, as the case may be number of Users, etc.) through the P88 Mobile App for the Users You authorized. For the avoidance of doubt, the download and use of the P88 Mobile App is further subject, as the case may be, to Your respect of the GooglePlay store, App Store or other platform, as the case may be. Furthermore and for the avoidance of doubt, a User is a user registered by You, with valid credentials created by You, to login into the P88 Mobile App to access and use Your Purchased Services. For the avoidance of doubt, Purchased Services are subject to the usage limits, including, for example, the number of Inspection Reports and/or, as the case may be, of Users included in Your chosen and pre-paid for Purchased Services package(s). The Purchased Services may not be accessed by more than the included number of Inspection Reports and/or as the case may be Users, and a User’s credentials may not be shared with any other individual.
- 2.2. Any additional Purchased Services, as the case may be, acquired by You, which will obey to the present Agreement.

- 2.3.** You acknowledge and agree that the Minimal Environment and Allowed Tablet(s) may be appropriate or necessary for access and use of Our Web Platform, the P88 Mobile App and/or the Purchased Services. Your right to use such third party technology is governed by the terms of the third party technology purchase, license agreement or other service agreement, and not under the present Agreement. You shall obtain at your sole expense any rights and consents from third parties necessary for such third party technology.
- 2.4.** You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the security and confidentiality of Your and Your Users' credential as provided by Us (b) respect of applicable Privacy laws as to Your Users (c) be responsible for the accuracy, quality and legality of Your data and the means by which You acquired Your data, (d) use commercially reasonable efforts to prevent unauthorized access to or use of Purchased Services, and notify Us promptly of any such unauthorized access or use, (e) more generally, use the P88 Mobile App and/ or the Purchased Services only in accordance with this Agreement, Documentation, and applicable laws and government regulations.
- 2.5.** You will not directly, indirectly, alone, or with another party, (a) make the P88 Mobile App and/or the Purchased Services available to, or use the same, for the benefit of, anyone other than You or Your Users, (b) sell, resell, license, sublicense, distribute, make available, transfer, loan, rent or lease the P88 Mobile App and/or the Purchased Services, or include the P88 Mobile App and/or the Purchased Services in a service bureau, product, service, or outsourcing offering, (c) use the P88 Mobile App and/or the Purchased Services to store or transmit infringing, libelous, or otherwise unlawful or tortious data or material, or to store or transmit material in violation of third-party privacy rights, (d) use the P88 Mobile App and/or the Purchased Services to store or transmit malicious code, programs, viruses or harmful data (e) hack, interfere with, disable, overburden, impair, compromise or disrupt the integrity, security or performance of the P88 Mobile App and/or the Purchased Services or, as the case may be, third-party data contained therein, (f) attempt to gain unauthorized access to the P88 Mobile App and/or the Purchased Services or its related systems or networks, (g) permit direct or indirect access to or use of the P88 Mobile App and/or the Purchased Services in a way that circumvents a contractual usage limit, or use any of Our the P88 Mobile App and/or the Purchased Services to access or use any of Our intellectual property except as permitted under this Agreement, (h) copy the P88 Mobile App and/or the Purchased Services or any part, feature, function or user interface thereof, (i) frame or mirror any part of the P88 Mobile App and/or the Purchased Services, (j) access the P88 Mobile App and/or the Purchased Services in order to build a competitive product or service or to benchmark with a competitive product or service, or (k) reverse engineer disassemble, decompile, reverse engineer, copy, replicate, modify, translate, merge, adapt, vary or create derivative works based upon the P88 Mobile App and/or the Purchased Services (to the extent such restriction is permitted by law), (k) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the P88 Mobile App and/or the Purchased Services in any form, (l) nor attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing.

More generally, You must not use the P88 Mobile App and/or the Purchased Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously.

Any use of the P88 Mobile App and/or the Purchased Services in breach of this Agreement, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the P88 Mobile App and/or the Purchased Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

- 2.6.** We reserve the right to provide our services from locations, and/or through use of subcontractors, worldwide. You agree to provide any notices and obtain any consents related to your use of the P88 Mobile App and/or the Purchased Services and Our provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. We remind You that You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, ownership and use of all of your data.

In addition to the immediately foregoing, You acknowledge that the P88 Mobile App and/or the Purchased Services are not intended for use with protected or sensitive information, such as health information, genetic information, biometric information, credit card and other financial information, or other similarly sensitive personal information, and that You assume all risk arising from use of any such sensitive information with the P88 Mobile App and/or the Purchased Services, including the risk of any inadvertent disclosure or unauthorized access thereto.

- 2.7.** We may, but must not, deliver Updates to the P88 Mobile App and/or the Purchased Services. Such Updates, if delivered, shall be at no additional charge. We do not provide User support.

3. Ownership

- 3.1.** We and/or Our licensors retain all ownership, as well as all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the P88 Mobile App, the Purchased Services and Our other applications, programs, systems, materials products and services. We retain all ownership, as well as all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) to anything that may be developed and delivered under the Agreement. You further acknowledge and agree that We shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in any suggestions, enhancement requests, feedback, recommendations or other information You or Users may provide, relating to the P88 Mobile App, the Purchased Services and Our other applications, programs, systems, materials, products and services.

More generally, We reserve all rights not expressly granted in this Agreement whether by implication, estoppels or otherwise.

- 3.2. You shall not remove or alter any and all copyright notice(s) and any other marks and notices on the the P88 Mobile App and/or the Purchased Services and/or Our other applications, programs, systems, materials, products and services.

4. Payments

- 4.1. You agree to pay for all Purchased Services, and/or, as the case may be, for any other of Our applications, programs, systems, materials, products or services, ordered as set forth in the applicable ordering process. All sums due under the Agreement are non-cancelable and the sums paid nonrefundable. You agree to pay any state or local sales, use, value-added or other similar taxes which may be levied by any government or governmental agency and/or imposed by applicable law that We must pay based on the Purchased Services and/or, as the case may be, on any of Our other applications, programs, systems, materials, products or services, you order, except for taxes based on Our income. Fees for Purchased Services and/or, as the case may be, for any of Our other applications, programs, systems, materials, products or services, listed in an order submitted by You, are exclusive of taxes and expenses, and net of transaction and/or bank charges.
- 4.2. All amounts invoiced and payable under the present Agreement are due and payable in advance.
- 4.3. You must pay online for Purchased Services and/or, as the case may be, for any of Our other applications, programs, systems, materials, products or services. You must provide a valid credit card for payment.

5. Return of Customer Data

During a period of thirty (30) days after the completion of an Inspection Report, You may download the corresponding data from Our Web Platform in the available formats.

We have no obligation to maintain or provide any of Your data and/or completed Inspection Reports beyond such period of thirty (30) days, and may destroy it, unless legally prohibited.

6. Warranties and Disclaimers

- 6.1. We shall use commercially reasonable efforts to make the P88 Mobile App and/or the Purchased Services available to You. However, you acknowledge and accept that We do not guarantee network availability between You or Users and Our hosting servers, as such availability can involve numerous third parties and is beyond our control. We do not either control or guarantee the transfer of data over communication networks or facilities, including the internet and you further acknowledge and accept that our services, - including the P88 Mobile App and/or the Purchased Services -, access to and use of the same, as well as speed, may be subject to limitations, delays and other issues and problems inherent in the use of such communications network and facilities. We are not responsible for any delays, failure, interruption or other damage resulting from such issues or problems. We are also not responsible for any failure or defect of Your, User's or a third party's equipment,

hardware, Allowed tablets software, facilities, third party applications, or internet connectivity (or other causes outside of Our control).

- 6.2.** You acknowledge that the P88 Mobile App, the Purchased Services, and/or, as the case may be, for any other of Our products or services have not been developed to meet Your individual requirements, and that it is therefore Your responsibility to ensure that the facilities and functions of the P88 Mobile App, the Purchased Services, and/or, as the case may be, for any other of Our applications, programs, systems, materials, products or services meet your requirements.
- 6.3.** To the maximum extent permitted by applicable law, the P88 Mobile App, the Purchased Services, and/or, as the case may be, for any other of Our applications, programs, systems, materials, products or services are provided "as is" and "as available", with all faults and without warranty of any kind, and We hereby disclaim all warranties and conditions with respect to the P88 Mobile App, the Purchased Services, and/or, as the case may be, for any other of Our applications, programs, systems, materials, products or services, either express, implied or statutory, including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of results obtained, of quiet enjoyment, and non-infringement of third party rights. We do not warrant that the functions contained in the P88 Mobile App, the Purchased Services, and/or, as the case may be, for any other of Our applications, programs, systems, materials, products or services will meet your requirements, that their use or operation of the same will be uninterrupted or error-free, or that defects or errors in the same will be corrected. No oral or written information or advice given by Us or, as the case may be, our authorized representative(s) shall create a warranty. Should the P88 Mobile App, the Purchased Services, and/or, as the case may be, for any other of Our applications, programs, systems, materials, products or services prove defective, you assume the entire cost of all necessary servicing, repair or correction.
- 6.4.** We shall have no liability for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): (i) loss of revenue or profit (ii) loss of business or opportunity, (iii), loss of goodwill or reputation (vi) loss of, damage to or corruption of data or (vii) any indirect, incidental, special, punitive or consequential loss or damage and, in each case, whether such losses or damage are caused by or arising from breach of contract, negligence or other tort, or otherwise. In no event shall Our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US dollars (\$50.00).
- 6.5.** The warranties and conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms express or implied whether by statute, common law or otherwise, all of which are hereby excluded (including without limitation, implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose) to the fullest extent permitted by law.

7. Suspension and termination

We may immediately terminate or suspend Your or Users' authorizations, account, IDs and passwords, and access to or use of the P88 Mobile App, the Purchased Services if you violate any provision of this Agreement.

We further have the right at any time to terminate or suspend Your or Users' authorizations, account, IDs and passwords, and access to or use of the P88 Mobile App, the Purchased Services if We believe in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the P88 Mobile App, the Purchased Services and Our systems and networks.

8. Nondisclosure

- 8.1.** By virtue of the Agreement, We both may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under the Agreement. Without prejudice to the foregoing, we both agree that the P88 Mobile App, the Purchased Services and Our systems and networks, the data generated by You and Users through the use of the P88 Mobile App and/or the Purchased Services and all other information whatever their form or nature that is not in the public domain, (a) constitutes the proprietary and Confidential Information of the disclosing party; (b) shall be used by the receiving party only as required for the performance of this Agreement; and (c) shall be held in confidence and shall not be made available in any form to any third party without the express written consent of the disclosing party. The provisions of this section 8.1. shall survive termination or expiration of this Agreement.
- 8.2.** Also, we each agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the Agreement.
- 8.3.** Without prejudice to the foregoing, Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party (e) is required to be disclosed by law or the order of a court of a governmental or administrative agency.

9. Statistical Information & Customer Reference

- 9.1.** You agree that We may collect and use technical data and related information, including but not limited to technical information about Your equipment, devices, Allowed Tablets, systems and application software, and peripherals. We may use this information, as long as it is in a form that does not personally identify You or Users, to improve Our products and Services or to provide services or technologies to You.

- 9.2.** We may also use and compile your data and/or statistical information related to the use and performance of P88 Mobile App and/or the Purchased Services, and/or for general analytics purposes, across industry sectors, general type of products, general types of defects and issues, general type of standards and processes and/or similar items, and may make such information publicly available or against a fee, provided that such information does not incorporate Your data in an identifiable manner and/or identify your Confidential Information or include Your or Your Users' names. We retains all intellectual property rights in such information.
- 9.3.** You agree (i) that We may identify you as a recipient of Our services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Us on Our Website(s) for promotional purposes.

10. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage, strike, fires, accidents; act of God; electrical, power, internet, or telecommunication outage; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.

11. Entire Agreement.

This Agreement constitutes the final agreement between us. This Agreement supersedes all prior agreements, proposals, representations and communications between us relating to the subject matter herein.

If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Agreement.

We reserve the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on our website immediately.

12. Term of Agreement

This Agreement commences on the date You first accept it and continues until all Your Purchased Services have been used, have expired or have been terminated.

13. Applicable Law

This Agreement shall be interpreted under the laws of Hong Kong S.A.R. Any disputes arising from the performance of, or in connection with this Agreement shall be settled through amicable consultations between the Parties. In case no amicable settlement can be reached through consultations within four (4) weeks of first contact for consultation, the dispute shall be submitted by the most diligent Party to the competent Court of Hong Kong S.A.R.