

This Product Evaluation Agreement ("**Agreement**") is made as of the date last signed below ("**Effective Date**") between Breqwatr Inc. ("**Breqwatr**") and **Customer Name** ("**Customer**").

In consideration of the mutual covenants recited below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EVALUATION USE.

1.1 Provision of Product. Breqwatr agrees to provide Customer the Product during the Evaluation Period (as defined in Section 6). Customer agrees to use the Product solely for purposes of training and testing the Product during such Evaluation Period. For purposes of clarity, Customer agrees that, under no circumstances, will the Product be used for commercial profit or in a production environment, and no critical data may be stored on the Product during the Evaluation Period. Customer acknowledges that Breqwatr retains ownership of the Product unless and until purchased by Customer pursuant to a separate agreement.

1.2 Purchase or Return. Prior to the expiration of the Evaluation Period, Customer shall have the option to purchase the Product from Breqwatr by providing written notice to Breqwatr of its election to purchase the Product at the then-current price ("**Purchase Notice**"). Upon receipt of a Purchase Notice and the then-current price for the Product, and upon request from Customer, Breqwatr will perform a re-installation of the Product, including any updates to the Software (defined below). In the event that Customer does not provide a Purchase Notice prior to the end of the Evaluation Period, Customer will, at Customer's expense, immediately return the Product to Breqwatr if Customer has not already done so.

1.3 Software License. The Product contains certain software, which may include any pre-installed software, firmware, script, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation ("**Software**"). Such Software is licensed, not sold, and Customer's use of the Software is granted only subject to Customer's strict compliance with this Agreement and acceptance of the Breqwatr End User License Agreement. Breqwatr grants Customer a nonexclusive, nontransferable, paid-up license to use the Software solely in connection with the use of the accompanying Product, solely as embedded in the Product, and solely in accordance with any applicable user documentation provided and the Breqwatr End User License Agreement. Such license shall expire at the conclusion of the Evaluation Period. Customer shall not adapt, alter, modify, decompile, disassemble, reverse engineer, translate, or create derivative works of the Software or any component of the Software. Certain items of software are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this section. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this document limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. In particular, nothing in this document restricts Customer's right to copy, modify, and distribute that Open Source Software subject to the terms of the applicable end user license.

1.4 Test Plan. Prior to installation of the Product and commencement of the Evaluation Period, the parties will agree to tests and training to be performed during the Evaluation Period.

1.5 Breqwatr Intellectual Property Rights. As between Customer and Breqwatr, Breqwatr owns all right, title and interest in and to the intellectual property rights related to the Product and the

Software, including any improvements, modifications or enhancements thereto. Other than as expressly set forth in this Agreement, no license or other rights in or to the Product or the Software are granted to Customer, and all such licenses and rights are hereby expressly reserved.

2. CUSTOMER OBLIGATIONS. During the Evaluation Period, Customer shall handle the Product with reasonable care, and shall exercise reasonable efforts to avoid damage thereto. Customer shall be responsible for any damages or losses to the Product until such time as it has been returned to Breqwatr. Once the Product is installed at Customer's site, Customer shall not move the Product without Breqwatr's prior written consent. Customer shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to Product or any interest therein, except for the lien and security interest of Breqwatr therein created under this Agreement. Customer shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

3. DELIVERY, INSTALLATION, ACCESS AND TECHNICAL SUPPORT OBLIGATIONS.

3.1 Delivery and Installation. Breqwatr will deliver and install the Product at a Customer-designated location at a mutually agreeable time.

3.2 Breqwatr Access for Evaluation. Throughout the Evaluation Period, Customer shall provide Breqwatr with reasonable access to Customer's facilities to inspect the Product. Breqwatr shall exercise reasonable efforts to provide Customer at least three days' notice prior to such inspection.

3.3 Support. During the Evaluation Period, Breqwatr shall provide the following at no cost: (i) reasonable replacement parts; (ii) training during implementation; and (iii) reasonable telephone and email support for the Product during normal business hours of 8:00 AM to 6:00 PM EST. Unless otherwise agreed by the parties, Breqwatr shall have no obligation to provide support with respect to any error or problem resulting from (a) use of the Product other than strictly according to the terms of this Agreement; (b) modification of the Product by Customer or any third party; or (c) any combination or integration of the Product with hardware, software and/or technology not provided or approved by Breqwatr for use with the Product.

4. CONFIDENTIALITY. In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (2) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for two years from the date of disclosure.

5. DISCLAIMERS, INDEMNITY, AND EXCLUSION OF LIABILITIES.

5.1 Breqwatr Warranties and Representations. Breqwatr represents and warrants that, to the best of Breqwatr's knowledge: (i) at the time of delivery to Customer, no Product provided under this Agreement is the subject of any litigation ("**Litigation**"); and (ii) notwithstanding Section 1.2 of this Agreement, Breqwatr has all right, title, ownership interest, and/or marketing rights necessary to provide the Product to Customer and that the Product, license(s) associated therewith, and use hereunder, do not directly or indirectly violate or infringe upon any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party ("**Infringement**").

5.2 Breqwatr Indemnity. Subject to Section 1.1 of this Agreement, provided that Customer's use of the Product is for training and testing purposes only and that Customer does not use the Product for commercial profit or use the Product in a production environment, Breqwatr agrees to indemnify and hold Customer and Customer's respective successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from any Litigation and/or claim of Infringement arising out of Customer's conforming use of the Product in accordance with this Agreement. Customer shall inform Breqwatr of any such suit or proceeding against Customer. Breqwatr shall control the defense of any such claim or action so long as Customer shall have the right to participate in the defense of any such suit or proceeding at its expense and through counsel of its choosing. Breqwatr shall notify Customer of any actions, claims, or suits against Breqwatr based on an alleged Infringement of any party's intellectual property rights in and to the Products. In the event an injunction is sought or obtained against use of a Product or in Customer's opinion is likely to be sought or obtained, Breqwatr shall, at its option and expense (and without in any way limiting Breqwatr's indemnification, defense and hold harmless obligations stated above), either (a) procure for Customer and Product end users the right to continue to use the infringing Product as set forth in this Agreement, or (b) replace or modify the infringing Product to make its use non-infringing while being capable of performing the same function without degradation of performance.

5.3 Customer Indemnity. Customer agrees to indemnify and hold Breqwatr and Breqwatr's respective successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from any Litigation and/or claim of Infringement arising out of Customer's non-conforming use and/or disclosure of the Product pursuant to the terms of this Agreement. Breqwatr shall inform Customer of any such suit or proceeding against Breqwatr.

5.4 EXCEPT AS SET FORTH IN THIS AGREEMENT, BREQWATR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCT OR ITS USE.

5.5 General Disclaimer. CUSTOMER AGREES THAT IT IS ENTERING THIS AGREEMENT SOLELY FOR PURPOSES OF EVALUATING AND TESTING THE PRODUCT. ACCORDINGLY, CUSTOMER AGREES TO ASSUME ALL RISKS FROM USE OF THE PRODUCT AND ACKNOWLEDGES THAT THE PRODUCT AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY BREQWATR ARE PROVIDED "AS IS" AND "WITH ALL DEFECTS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING THE PROVISIONS OF SECTIONS 5.1 AND 5.2 OF THIS AGREEMENT, BREQWATR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT. BREQWATR DOES NOT WARRANT THAT THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL OR ANY

ERRORS WILL BE CORRECTED. BREQWATR WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY DATA. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, including incidental or consequential damages. In such jurisdictions, the limitations set forth in one or more paragraphs of Section 5 of this Agreement may not apply to Customer insofar as they concern such damages.

5.6 Limited Remedies. BREQWATR SHALL NOT BE LIABLE FOR LOST PROFITS OR LOSS OF DATA OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, EMBEDDED SOFTWARE OR THIS AGREEMENT WHICH MAY BE INCURRED BY CUSTOMER.

5.7 Limitation of Liability. THE CUMULATIVE LIABILITY OF BREQWATR TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED \$5,000.

5.8 Essential Basis. CUSTOMER ACKNOWLEDGES THAT THE EXCLUSIONS, LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

6. TERM AND TERMINATION.

6.1 Term. The “**Evaluation Period**” commences on the date of receipt by Customer of the Product and will continue for 30 days. This Agreement shall remain in effect until terminated by either party upon 10 days’ written notice; provided, however, that Breqwatr may terminate this Agreement immediately and without further obligation or liability if Customer breaches any material term of this Agreement after notice by Breqwatr of such breach.

6.2 Rights and Obligations Upon Termination. Upon the expiration or termination of this Agreement, all rights granted hereunder to Customer shall cease, and if Customer does not purchase the Product in accordance with Section 1.2, Customer shall immediately return the Product to Breqwatr at Customer’s expense or contact Breqwatr to arrange for the removal of the Product. If Customer does not purchase the Product and fails to return the Product to Breqwatr or arrange for its removal within 15 days upon termination or expiration of this Agreement, Customer shall pay the then-current price of the Product pursuant to an invoice provided by Breqwatr and, until such time that payment for the aforementioned invoice is received in full, Customer hereby grants Breqwatr a first priority security interest in the unreturned Product to the maximum extent provided by law. Termination of this Agreement and/or invoicing for the Product by Breqwatr shall be without prejudice to any other remedies that Breqwatr may lawfully have, whether at law or in equity.

6.3 Survival. The provisions of Sections 1.5, 4, 5, 6.1, 6.2, and 7 shall survive the termination or expiration of this Agreement.

7. GENERAL.

7.1 Reservation of Rights. Breqwatr reserves all rights not expressly granted in this Agreement. Unless otherwise expressly stated, all remedies stated in this Agreement are cumulative, and Breqwatr expressly reserves all other remedies available in law or equity.

7.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and merges all prior oral and written agreements and understandings between the parties with respect to such subject matter. Neither party shall be bound other than as expressly provided for herein.

7.3 Independent Contractors. In making and performing this Agreement, the parties act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, or employer-and-employee relationship between them. At no time shall either party make commitments for, or in the name of, the other party.

7.4 Notices. All notices required by or relating to this Agreement shall be sent via electronic mail properly addressed to the appropriate Party at the electronic mail address set forth below:

To Customer:

To Breqwatr: info@breqwatr.com

7.5 Amendments. This Agreement may not be amended or modified except in a writing duly executed by the party against whom enforcement of such amendment or modification is sought.

7.6 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Customer may not assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of Breqwatr, and further provided that, absent such prior written consent, any attempted assignment or delegation by Customer hereunder shall be null, void and of no effect. Breqwatr may freely assign this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The parties acknowledge and agree that Breqwatr may assign its right to collect any fees under this Agreement to any third party.

7.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

7.8 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

8.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE PROVINCIAL COURTS LOCATED IN TORONTO, ONTARIO.

APPROVALS & SIGNATURE OF BINDING OFFICERS

All parties warrant and represent that they have authority to execute this Product Evaluation Agreement on behalf of their companies and bind them to the obligations stated within.

This Agreement has been entered into as of the ____ day of _____, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Company: _____

Company: _____

BY: _____

BY: _____

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Breqwatr Inc.

BY: _____

(AUTHORIZED SIGNATURE)

PRINT: _____

TITLE: _____

DATE: _____