

## EQUIPMENT LICENSE AND DEPOSIT AGREEMENT

This EQUIPMENT LICENSE AND DEPOSIT AGREEMENT (this “License Agreement”), dated as of [\_\_\_\_\_, \_\_\_\_], between IHUB GLOBAL, LLC, a Florida limited liability company (together with its successors and assigns, “IHUB”), and <<\_\_\_\_\_>>, a[n] <<individual/\_\_\_\_ limited liability company/corporation/partnership >> (“User”, and together with IHUB, each a “Party” and collectively, the “Parties”).

### RECITALS

**WHEREAS**, IHUB is the owner of certain IoT Hotspot Hub Devices with Helium Mining Capability (referred to herein as the “Equipment”); and

**WHEREAS**, the User desires to license the use of the Equipment for the period, on the terms and subject to the conditions set forth in this License Agreement; and

**WHEREAS**, IHUB desires to provide the User with a cancelable limited license to use the Equipment for the period, on the terms and subject to the conditions set forth hereinafter.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

#### Section 1. Definitions.

(a) As used in this License, the following terms shall have the following definitions:

“Additional Amount” shall have the meaning set forth in Section 3(d) hereof.

“Bankruptcy” means either an Involuntary Bankruptcy or a Voluntary Bankruptcy.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in New York are authorized or required by law or other governmental action to close.

“Capital Stock” of any Person means (i) any and all shares or other equity interests (including without limitation common stock, preferred stock, limited liability company interests and partnership interests) in such Person and (ii) all rights to purchase, warrants or options (whether or not currently exercisable), participations or other equivalents of or interests in (however designated) such shares or other interests in such Person.

“Default” means a condition or event that, after notice or the expiration of any grace period or both, would constitute an Event of Default.

“Deposit” shall have the meaning set forth in Section 3(c) hereof.

“Effective Date” shall mean the date hereof, which is the date this License is effective.

“Equipment” means the equipment described on the Equipment License Schedule together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof to which IHUB has title pursuant to the terms of the License Documents.

“Equipment Conveyance Documents” means the Equipment Purchase Agreement, the original Certificate of Title and any other document or instrument necessary to convey good and marketable title to the Equipment to IHUB.

“Equipment Purchase Agreement” means the equipment purchase agreement or binding purchase order, by and between the Equipment Seller as seller and the IHUB as purchaser, providing for the Equipment Seller’s sale of the Equipment to the IHUB for license to the User in accordance with this License Agreement.

“Equipment Replacement Value” has the meaning set forth in the Equipment License Schedule.

“Equipment Seller” means the seller of the Equipment to the IHUB pursuant to the Equipment Conveyance Documents.

“Event of Default” means each of the events set forth in Section 12 hereof.

“Governmental Authority” shall mean any nation or government, any state, provincial or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“IHUB” shall mean IHUB Global, LLC and its successors and permitted assigns.

“Involuntary Bankruptcy” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the Property of such Person which order shall not be dismissed within ninety (90) days.

“License” means the limited non-exclusive transferable license to use the Equipment during the License Term for the purpose of IoT data exchange and generation of Helium Network Token (“HNT”) cryptocurrency.

“License Agreement” means this Equipment License and Deposit Agreement, including all amendments, modifications and supplements hereto and any exhibits or schedules to any of the foregoing, and shall refer to the License Agreement as the same may be in effect at the time such reference becomes operative.

“License Application” means the application completed by the User and submitted to the IHUB for approval to License the Equipment from IHUB in accordance with the License Agreement.

“License Application and Set-up Fee” has the meaning set forth in Section 3(b) hereof.

“License Commencement Date” means the date the Equipment is delivered to the User.

“License Documents” means this License Agreement, the Equipment License Schedule and the License Application.

“License Expiration Date” means the thirty-sixth (36th) month anniversary of the License Commencement Date or, if applicable, the termination date of any such License Extension.

“License Extension” means the extension of the initial License Term as set forth in an amendment to the Equipment License Schedule. In the event that the IHUB and User fail to agree on the extension period by amending the Equipment License Schedule, the License shall be automatically extended on a month-to-month basis until either the IHUB or the User notify the other party in writing ten (10) Business Days prior to the next monthly rollover date of the termination of the License.

“License Term” means the term of the License which shall commence on the License Commencement Date and shall end on the License Expiration Date, subject to earlier termination as provided herein.

“Lien” means any lien, mortgage, pledge, assignment, security interest, charge, hypothecation, preference, priority, privilege, License or encumbrance of any kind (including any conditional sale or other title retention agreement, any License in the nature thereof, and any agreement to give any security interest) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing.

“Modification” has the meaning specified in Section 17(a) hereof.

“Obligations” means all obligations, covenants, agreements and undertakings of every nature of User (and any Permitted Sublicensee) from time to time owed to IHUB or any other Person under or in connection with the License Documents, whether for fees, expenses, indemnification or otherwise.

“Permitted Sub-Licensee” has the meaning specified in Section 16(b) hereof.

“Person” means and includes natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

“Property” means all real and personal property of a Person, including any improvements thereto, and shall include both tangible and intangible property.

“Sub-License” has the meaning specified in Section 16(b) hereof.

“Termination Date” means the date that this License is terminated.

“Uniform Commercial Code” or “UCC” means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

“Upgrade” has the meaning specified in Section 17(b) hereof.

“User” means << \_\_\_\_\_ >> and its successors and permitted assigns.

“User Payment Account” has the meaning specified in Section 3(d) hereof.

“Voluntary Bankruptcy” means, with respect to any Person (i) the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its Property or (iii) corporate action taken by such Person to authorize any of the actions set forth above.

(b) Capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by reference, and shall be construed and interpreted in the manner described, in the Equipment License Schedule, between IHUB and User (as amended, modified and supplemented from time to time, the “Equipment License Schedule”).

## **Section 2. License of the Equipment.**

(a) Subject to the terms and conditions set forth below, IHUB agrees to License the Equipment to the User.

(b) IHUB shall arrange for the delivery of the Equipment to the User for License hereunder at User’s address or such other address as is set forth on the Equipment License Schedule.

(c) Upon delivery of the Equipment to the User, the User shall immediately turn on and activate the Equipment and otherwise use and maintain the Equipment in accordance with Section 5 hereof.

### **Section 3. License Term; License Application and Set-up Fee; and Deposit.**

(a) License Term. The License Term shall commence on the License Commencement Date and end on the License Expiration Date.

(b) License Application and Set-up Fee. User shall pay to the IHUB on the date of execution of this License Agreement or such later date as the IHUB shall designate in writing to the User, but in no event later than the License Commencement Date, the License application and License set-up fee in the amount set forth on the Equipment License Schedule (the "License Application and Set-up Fee"). The License Application and Set-up Fee is deemed fully earned by the IHUB and shall be non-refundable unless the IHUB terminates this License Agreement prior to the License Commencement Date.

(c) Equipment Deposit. On or immediately prior to the License Commencement Date and IHUB's delivery of the Equipment to the User, User hereby agrees to pay to IHUB a refundable deposit in the amount set forth on the Equipment License Schedule (the "Deposit"). The User hereby agrees that IHUB is not required to place the Deposit in a separate account and that the Deposit may be commingled with IHUB's funds maintained in its operating or other business accounts. The User further agrees that IHUB is not required to pay any interest on the Deposit during the License Term. IHUB's sole obligation to the User hereunder with respect to the Deposit is the return of the amount of the User's Deposit, less any deductions authorized herein, within twenty (20) Business Days following the License Expiration Date; *provided*, that the User returns of the Equipment to IHUB within fifteen (15) Business Days of the License Termination Date in good condition, subject to ordinary wear and tear resulting from proper use, in accordance with Section 7 hereof.

(d) Deductions From Deposit; Additional Cost of Equipment Replacement. The User agrees that IHUB may deduct from the Deposit the cost of returning the Equipment to IHUB at the Termination Date as well as any damage to, or cost to repair, the Equipment. In the event that the User fails to return the Equipment to IHUB upon the termination of the License, whether due to loss, theft, damage or destruction of the Equipment or for any other reason, IHUB shall be entitled to receive, and the User shall be responsible for payment of, the Equipment Replacement Value, by debiting the Deposit in full and deducting from the User's Payment Account (as hereinafter defined) the additional sum set forth on the Equipment License Schedule ("Additional Amount") which the Parties acknowledge shall fairly compensate IHUB for the cost of replacing and redeploying the Equipment. No later than the Lease Commencement Date, the User shall furnish IHUB with such bank, credit or debit account information as to permit IHUB to make an automatic (ACH) deduction from the User's designated bank account, credit card or debit card (the "User Payment Account"). The User Payment Account information is set forth on the Equipment License Schedule. User covenants and agrees to keep the User Payment Account information current during the License Term. In the event that the User fails to pay the Additional Amount in accordance with this License, IHUB is hereby authorized to debit or offset against any amounts payable to the User, including, without limitation, any Helium Network Tokens mined or generated from the Equipment and earned by the User.

**Section 4. Disclaimer of Warranties and Claims; Limitation of Remedies; License for Commercial or Business Purposes.**

(a) IHUB LICENSES TO THE USER AND THE USER TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS," "WHERE-IS," AND "WITH ALL FAULTS." IHUB DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LICENSED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF. USER ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST IHUB FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES.

IHUB hereby acknowledges that any manufacturer's and/or seller's warranties are for the benefit of both IHUB and User. To the extent permitted by the manufacturer or seller, and provided User is not in default under this License, IHUB shall make available to User all manufacturer and/or seller warranties with respect to Equipment.

(b) User specifically acknowledges that the Equipment is Licensed to User solely for commercial or business purposes and not for personal, family, or household purposes.

**Section 5. Use of Equipment; Equipment Location.** User shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance, and shall not make any alterations, additions or improvements to the Equipment without IHUB's prior written consent. All additions, repairs or improvements made to the Equipment shall belong to IHUB. The User hereby covenants and agrees to promptly turn on and activate the Equipment as soon as practical following receipt of the Equipment. User further covenants and agrees to keep the Equipment turned on and activated a minimum of twenty-five (25) days each month during the License Term. The Equipment shall be kept at the location specified in the Equipment License Schedule, or, if none is specified, at User's address as set forth at the end of this License Agreement, and shall not be removed without IHUB's prior written consent.

**Section 6. Ownership; Personalty.** The Equipment is, and shall remain, the property of IHUB, and User shall have no right, title or interest therein or thereto except as expressly set forth in this License Agreement. The Equipment shall remain personal property even though installed in or attached to real property.

**Section 7. Surrender.** By this License, User acquires no ownership rights in the Equipment and has no option to purchase same. Upon the expiration or termination of this

License Agreement in accordance with the Equipment License Schedule, or, in the Event of a Default pursuant to Section 12 hereof, User, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as IHUB may specify. IHUB shall be authorized to deduct from the Deposit the cost of shipping the Equipment back to IHUB or to such other place as IHUB shall designate.

**Section 8. Return of Equipment and Related License Materials.** At the expiration of the License Term as set forth in the Equipment License Schedule, User shall return the Equipment in accordance with Section 7 hereof. User will concurrently with delivery of the Equipment to IHUB hereunder, upon request of IHUB, User will deliver to IHUB all logs, records, books and other materials, if any, in its possession relating to the use, operation, damage, repair and maintenance of the Equipment (x) required to be retained in respect of the Equipment under the applicable law or are otherwise in the possession of User or as reasonably requested by IHUB or (y) necessary or useful for the ownership, use, operation or maintenance of the Equipment, including, without limitation, all manuals and data and inspection, modification and overhaul records maintained in the ordinary course of business of User or as required to be maintained by User under the License Documents with respect to the Equipment.

**Section 9. Loss and Damage.** User shall bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve User of its obligation to pay IHUB the Equipment Replacement Value or to comply with any other obligation under this License Agreement.

In the event of damage to any item of Equipment, IHUB shall arrange to repair the Equipment at User's expense. The cost of repair shall be debited against the User's Deposit. If IHUB determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, the User shall pay IHUB the Equipment Replacement Value by offsetting against the entire amount of the Deposit and debiting the User Payment Account for the Additional Amount.

**Section 10. Assignment.** User will not, without prior written consent of IHUB, assign or sub-license in whole or in part any of its rights or obligations hereunder and any assignment or sub-license without the prior written consent of IHUB shall be null and void. IHUB may assign, convey, transfer, pledge or grant a security interest in, its right, title and interest in and to this License and the Equipment without the consent of the User. Any assignee of IHUB shall have all of the rights but none of the obligations of IHUB under this License. User shall recognize and hereby consents to any assignment of this License by IHUB, and User shall not assert against the assignee any defense, counterclaim or set-off that User may have against IHUB. Subject to the foregoing, the terms and provisions of this License shall be binding upon and inure to the benefit of IHUB and User and their respective successors and permitted assigns.

**Section 11. Time of the Essence.** Time is of the essence of this License, and this provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

**Section 12. Default.** User shall be in default of this License (each an "Event of Default") if:

(a) User shall fail to make any payment due under the terms of this License for a period of five (5) Business Days from the due date thereof; or

(b) User shall fail to observe, keep or perform any other provision of this License, and such breach or default is not cured within 10 Business Days after receipt of written notice from IHUB to Lessee; or

(c) User has made any misleading or false statement, or representation in connection with application for or performance of this License; or

(d) The Equipment or any part thereof shall be subject to any Lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, Sub-License, or sale without prior written consent of IHUB, or if User shall abandon the Equipment or permit any other entity or person to use the Equipment, other than a Permitted Sub-Licensee, without the prior written consent of IHUB; or

(e) User dies or ceases to exist; or

(f) User changes its name, state of incorporation, chief executive office and/or place of residence without providing IHUB with 20 Business Days written notice of such change; or

(g) User becomes subject of any Bankruptcy proceeding, whether Voluntary Bankruptcy or Involuntary Bankruptcy; or

(h) User is in material breach of any other agreement it has with IHUB.

**Section 13. Remedies.** If User is in Default, IHUB, with or without notice to User, shall have the right to exercise any one or more of the following remedies, concurrently or separately and without any election of remedies being deemed to have been made:

(a) IHUB may enter upon User's (or Sub-Licensee's) premises and without any court order or other process of law may repossess and remove the Equipment, or render the Equipment unusable without removal, either with or without notice to User. User hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling;

(b) IHUB may require User, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as IHUB may specify;

(c) IHUB may cancel or terminate this License and may retain the Deposit paid by User and, if the Equipment is lost, stolen, destroyed or not timely returned as provided herein, may also charge the User Payment Account for the Additional Amount;

(d) IHUB may re-License the Equipment to any third party, without notice to User, upon such terms and conditions as IHUB alone shall determine; and

(e) IHUB may pursue any other remedy available at law, by statute or equity.

No right or remedy conferred upon or reserved to IHUB is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by IHUB of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

**Section 14. Expense of Enforcement.** In the event of any legal action with respect to this License, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in bankruptcy court, on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

**Section 15. Liens.** User will not directly or indirectly create, incur, assume, permit or suffer to exist any Lien on or with respect to any Equipment or User's use thereof, except Liens in favor of IHUB, and User shall promptly, at its own expense, take such action or cause such action to be taken as may be necessary to duly discharge (by bonding or otherwise) any such Lien not excepted above if the same shall arise at any time.

**Section 16. Maintenance and Operation; Possession and Sub-Licenses.**

(a) Maintenance and Operation. User shall (and shall cause the Permitted Sub-Licensee to) comply with all requirements of the License Documents with respect to operation and maintenance of the Equipment.

(b) Possession and Sub-License. It is the express intention of IHUB and User that User will not, without the express prior written consent and approval of IHUB (which consent and approval IHUB may grant or withhold in its exercise of reasonable discretion), sub-License or otherwise in any manner deliver, transfer or relinquish possession of the Equipment (a "Sub-License").

The rights of any sub-licensee or other transferee who receives possession by reason of a transfer expressly permitted by this paragraph (b) ("Permitted Sub-Licensee") shall be subject and subordinate to, and any Sub-License permitted by this paragraph (b) shall be expressly subject and subordinate to, all the terms of this License and IHUB's rights to repossess and to void such Sub-License upon such repossession, and User shall remain primarily liable hereunder for the performance of all of the terms of this License Agreement. No Sub-License permitted by this paragraph (b) shall in any way discharge or diminish any of User's obligations to IHUB hereunder or constitute a waiver of IHUB's rights or remedies hereunder. User may not amend or modify in any manner any Sub-License permitted by this paragraph (b) without the express prior written consent and approval of IHUB (which consent and approval IHUB may grant or withhold in its sole and absolute discretion).

**Section 17. Modifications, Upgrades and Replacements.**

(a) Modifications. If the manufacturer, any Governmental Authority or the IHUB requires that any item of Equipment be altered or modified (a "Modification"), User agrees

that it shall permit such Modification to be made. Title to any Required Modification shall immediately vest in IHUB and shall be subject to this License and the other License Documents.

(b) Upgrade and Replacement of Existing Equipment. IHUB at any time may, in its discretion, propose to modify, alter or improve the Equipment (an “Upgrade”) by substituting another more efficient, sophisticated and/or upgraded version of such Equipment. If the User agrees to the Upgrade, the Parties shall amend the Equipment License Schedule to insert, among other items, the description of the substituted Equipment, the new License Term and adjustment to the Deposit and/or the Additional Amount. Title to any Upgrade shall be immediately vested in IHUB and shall be subject to this License and the other License Documents.

**Section 18. Notices.** Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given by the terms of this License shall be in writing and sent by overnight delivery, telefacsimile, text or SMS messaging, electronic mail or other electronic means and shall be deemed to have been given upon receipt of the overnight delivery, telefacsimile, text or SMS messaging, email or other electronic means. For the purposes hereof, the mailing and email address and cell phone number of each party hereto shall be as set forth under such Party’s name on the signature page hereof or such other mailing or email address or cell phone number as shall be designated by such Person in a written notice delivered to the other party hereto.

**Section 19. No Set-Off, Counterclaim, etc.** All amounts payable by the User to IHUB under this License, including the License Application and Set-Up Fee, the Deposit and, if applicable, the Additional Amount, shall be paid by User to IHUB in immediately available funds. User's obligation to make any payments payable hereunder shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any set-off, counterclaim, recoupment, defense or other right which User may have against IHUB or anyone else for any reason whatsoever (whether in connection with the transactions contemplated hereby or any other transactions), including, without limitation, any breach by IHUB of their respective warranties, agreements or covenants contained in any of the License Documents, (ii) any defect in the title, registration, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, the Equipment, or any interruption or cessation in or prohibition of the use or possession thereof by User (or the Permitted Sub-License) for any reason whatsoever, including, without limitation, any such interruption, cessation or prohibition resulting from the act of any government authority, (iii) any insolvency, bankruptcy, reorganization or similar case or proceedings by or against User (or the Permitted Sub-Licensee) or any other person, or (iv) any other circumstance, happening, or event whatsoever, whether or not unforeseen or similar to any of the foregoing. If for any reason whatsoever this License shall be terminated in whole or in part by operation of law or otherwise except as specifically provided herein, User nonetheless agrees without limitation of the other rights or remedies of IHUB hereunder to promptly return the Equipment to IHUB or, if the User fails to do so or the Equipment so returned is damaged or destroyed beyond repair, pay to IHUB the Equipment Replacement Value as provided in Section 3(d) hereof. User hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this License except in accordance with the express terms hereof.

**Section 20. Liability of IHUB Limited.** It is expressly agreed and understood that IHUB shall not be liable for any breach of its representations, warranties and covenants except for its gross negligence or willful misconduct.

**Section 21. Governing Law.** THIS LICENSE AND THE LICENSE AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

**Section 22. Jurisdiction.** IHUB and User each hereby irrevocably submits itself to the non-exclusive jurisdiction of the federal or state courts located in New York County, State of New York, or Indian River County, Florida, for the purposes of any suit, action or other proceeding arising out of this License, the subject matter hereof or any of the transactions contemplated hereby brought by IHUB, User or their successors or assigns.

**Section 23. Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS LICENSE HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LICENSE AGREEMENT OR ANY OF THE OTHER LICENSE DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE IHUB/USER RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this License Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LICENSE AGREEMENT OR ANY OF THE OTHER LICENSE DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER. In the event of litigation, this License Agreement may be filed as a written consent to a trial by the court.

**Section 24. Miscellaneous.**

(a) Severability. Any provision of this License which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(b) Entire Agreement; Waiver; Applicability of Affiliate/Host Agreements. No term or provision of this License may be changed, waived, discharged or terminated orally, but

only by an instrument in writing signed by IHUB, User and any assignee of IHUB's rights hereunder. This License shall constitute an agreement of License, and nothing contained herein shall be construed as conveying to User any right, title or interest in the Equipment except as a user only. The terms and conditions set forth in the Affiliate Agreement and the Host Agreement with IHUB are hereby incorporated into this License Agreement by reference.

(c) Counterparts; Electronic Execution. This License Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Electronic transmission by electronic mail or other electronic means of any signed original counterpart of this License Agreement (including any Schedule or Exhibit) or retransmission of any signed electronic mail shall be deemed the same as the delivery of an original.

(d) Survival. The covenants, agreements, representations, indemnities and warranties made herein shall survive the execution and delivery of this License Agreement and the consummation of the transactions described herein..

(e) Further Assurances. Each Party hereto shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the intent and accomplish the purposes of this License and the License Agreement, the License Documents and the transactions referred to herein and therein.

(f) Captions. The captions contained in this License Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge or restrict any provision.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, IHUB and User have each caused this License Agreement to be duly executed as of the day and year first above written.

IHUB GLOBAL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

[ \_\_\_\_\_ ]

As User

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

DO NOT COPY

**EQUIPMENT LICENSE SCHEDULE  
TO  
EQUIPMENT LICENSE AND DEPOSIT AGREEMENT BY AND BETWEEN  
IHUB GLOBAL, LLC AND \_\_\_\_\_  
DATED \_\_\_\_\_, \_\_\_\_\_**

1. DESCRIPTION OF EQUIPMENT

Quantity: ONE (1)  
 Description of Equipment: IoT Hotspot Hub Devices with the Helium Mining Capability  
 Item Model/Serial No.:  
 [Include additional Equipment Detail]

2. EQUIPMENT LOCATION: The above Equipment is to be located and delivered to User's premises or to the following address: \_\_\_\_\_, \_\_\_\_\_.

3. EQUIPMENT LICENSE APPLICATION AND SETUP FEE: \$99.00 (U.S. Dollars).

4. LICENSE TERM: 36 months.

5. LICENSE COMMENCEMENT DATE: \_\_\_\_\_, \_\_\_\_\_.

6. INITIAL LICENSE TERMINATION DATE: \_\_\_\_\_, \_\_\_\_\_.

7. DEPOSIT: \$400.00

8. ADDITIONAL AMOUNT: \$600.00 The Additional Amount shall be paid, if required, by debiting the User Payment Account, the details of which are provided in the User Payment Account Authorization Form attached hereto.

9. EQUIPMENT REPLACEMENT VALUE: Deposit *plus* the Additional Amount (\$1,000 total).

9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE EQUIPMENT LICENSE AGREEMENT. USER PERMITS IHUB TO INSERT MODEL AND SERIAL NUMBERS, EQUIPMENT LOCATION AND OTHER IDENTIFYING INFORMATION PERTAINING TO THE EQUIPMENT WHEN DETERMINED BY IHUB.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

USER:  
[\_\_\_\_\_]

IHUB:  
IHUB GLOBAL, LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_