

IoT NEXUS SUPPLEMENT

to the General Terms & Conditions of cleverQ Inc.

Effective Date: _____ | Customer: _____

This IoT NEXUS Supplement (the "**Supplement**") forms part of and supplements the General Terms & Conditions of cleverQ Inc., 851 NE 1st Ave #1807, Miami, Florida 33132, United States (the "**GTC**"). Capitalized terms not defined here have the meanings given in the GTC. By ordering, activating, accessing, or using IoT NEXUS, the customer agrees to this Supplement.

1. Scope and Definitions

IoT NEXUS means the hosted software, interfaces, dashboards, rules, integrations, and related services made available by cleverQ Inc. for receiving, processing, displaying, and evaluating data from sensors, gateways, devices, and connected systems, and for generating or initiating status messages, alerts, or notifications.

Device Data means measurements, status information, events, and other data generated by or received from sensors, gateways, devices, or connected third-party systems.

Notification means an email, SMS, push notification, webhook, dashboard indication, or other message initiated by IoT NEXUS through a configured communication channel.

The specific IoT NEXUS features, supported devices, communication channels, usage limits, and service levels are only those expressly identified in the applicable Licence usage agreement, order form, or written service description. Marketing material, demonstrations, estimates, and statements not expressly incorporated into such agreement do not create a warranty or guarantee.

2. Not a Life-Safety or Emergency System

IOT NEXUS IS A BUSINESS MONITORING AND INFORMATION TOOL. UNLESS EXPRESSLY AGREED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED OFFICER OF CLEVERQ INC., IOT NEXUS IS NOT A FIRE ALARM, SECURITY ALARM, EMERGENCY DISPATCH, MEDICAL ALERT, LIFE-SAFETY, ENVIRONMENTAL PROTECTION, OR OTHER SAFETY-CRITICAL SYSTEM.

IoT NEXUS does not replace legally required inspections, certified alarm systems, human supervision, maintenance programs, emergency procedures, or other safeguards required by law, regulation, industry practice, insurance, or the customer's own risk assessment.

The customer must not use IoT NEXUS as the sole means of detecting or responding to a condition that could cause death, personal injury, property damage, environmental harm, regulatory noncompliance, spoilage, business interruption, or other material loss.

3. Sensor and Device Limitations

Device Data may be inaccurate, incomplete, duplicated, delayed, or unavailable because of device design, calibration, placement, environmental conditions, battery condition, power loss, signal strength, firmware, configuration, physical damage, tampering, maintenance, incompatibility, or other circumstances.

Unless expressly included in the applicable written service description, cleverQ Inc. does not manufacture, install, inspect, calibrate, certify, maintain, or continuously supervise the customer's sensors, gateways, network equipment, or third-party devices and does not verify Device Data for accuracy, completeness, or fitness for a particular purpose.

A value, status, or event displayed in IoT NEXUS confirms only that the platform processed the information it received. It does not confirm the physical condition of a monitored location, asset, person, or environment.

4. Connectivity and Third-Party Services

IoT NEXUS depends on components and services outside cleverQ Inc.'s reasonable control, which may include power, local networks, the public Internet, cellular or radio networks, cloud infrastructure, device manufacturers, carriers, email providers, SMS providers, mobile operating systems, app stores, customer systems, and third-party APIs.

cleverQ Inc. does not warrant or guarantee the availability, performance, continued compatibility, or security of any third-party component or service. An interruption or failure outside cleverQ Inc.'s reasonable control is not a defect or breach by cleverQ Inc.

5. Notifications; No Guarantee of Delivery

IoT NEXUS may initiate Notifications when configured conditions appear to be met. A Notification may be delayed, duplicated, altered, filtered, rejected, misdirected, or not delivered because of sensor failure, missing or delayed Device Data, configuration, connectivity, third-party services, recipient systems, spam filtering, device settings, disabled permissions, invalid contact information, or other circumstances.

UNLESS AN APPLICABLE WRITTEN SERVICE LEVEL AGREEMENT EXPRESSLY STATES OTHERWISE, CLEVERQ INC. DOES NOT WARRANT OR GUARANTEE THAT ANY DEVICE DATA WILL BE RECEIVED OR THAT ANY NOTIFICATION WILL BE GENERATED, TRANSMITTED, DELIVERED, DISPLAYED, READ, ACKNOWLEDGED, OR ACTED UPON WITHIN ANY PARTICULAR TIME OR AT ALL.

cleverQ Inc.'s performance of a Notification function is complete when IoT NEXUS submits the Notification to the configured communication provider or technical handoff point. A platform log, sent status, delivery receipt, or similar record confirms only the technical event identified in that record and does not prove that a recipient received, viewed, understood, or acted on the Notification.

6. Customer Responsibilities

The customer is solely responsible for selecting suitable sensors and devices and for their proper installation, placement, configuration, calibration, power supply, connectivity, testing, inspection, repair, replacement, and maintenance, except to the extent a specific task is expressly assigned to cleverQ Inc. in writing.

The customer must configure and keep current all thresholds, rules, schedules, recipients, contact details, permissions, and escalation paths; test each sensor-to-platform-to-recipient workflow before production use and at risk-appropriate intervals; monitor for missing, stale, or implausible Device Data; and promptly investigate any suspected failure.

The customer must maintain independent and, where appropriate, redundant monitoring, alarm, communication, escalation, and emergency procedures. The customer is solely responsible for deciding what operational, technical, safety, medical, regulatory, or other action to take in response to Device Data or a Notification.

cleverQ Inc. has no duty to monitor individual Device Data, contact recipients, dispatch emergency services, or take corrective action unless expressly agreed in a separate written agreement signed by an authorized officer of cleverQ Inc.

7. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IOT NEXUS, DEVICE DATA, NOTIFICATIONS, AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CLEVERQ INC. DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES NOT EXPRESSLY SET OUT IN A WRITTEN AGREEMENT SIGNED BY CLEVERQ INC., INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the foregoing, cleverQ Inc. does not warrant that IoT NEXUS or any Device Data or Notification will be uninterrupted, error-free, complete, accurate, timely, secure, or suitable for detecting, preventing, or mitigating any particular event or loss.

8. Limitation of Liability for IoT NEXUS

Section 8 of the GTC applies fully to IoT NEXUS and this Supplement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLEVERQ INC. WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, SAVINGS, GOODWILL, USE, OR DATA; BUSINESS INTERRUPTION; PRODUCT LOSS OR SPOILAGE; COSTS OF SUBSTITUTE SERVICES; OR CLAIMS OF CUSTOMERS, EMPLOYEES, VISITORS, AUTHORITIES, OR OTHER THIRD PARTIES, EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

Without limiting Section 8 of the GTC, cleverQ Inc. will not be liable for any loss arising from inaccurate, incomplete, duplicated, delayed, or unavailable Device Data, or from a Notification that is not generated, transmitted, delivered, displayed, read, acknowledged, or acted upon, to the extent caused by circumstances outside cleverQ Inc.'s reasonable control or by the customer's failure to comply with this Supplement.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLEVERQ INC.'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO IOT NEXUS, THIS SUPPLEMENT, DEVICE DATA, OR NOTIFICATIONS WILL NOT EXCEED THE NET FEES PAID OR PAYABLE TO CLEVERQ INC. FOR IOT NEXUS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The exclusions and limitations in this Section apply regardless of the legal theory asserted, including contract, warranty, tort, negligence, strict liability, statutory duty, indemnity, or otherwise, and apply even if a limited remedy fails of its essential purpose. Nothing in this Supplement excludes liability that cannot lawfully be excluded or limited under applicable law.

9. Indemnification

The customer will defend, indemnify, and hold harmless cleverQ Inc., its affiliates, and their respective officers, directors, employees, contractors, and agents from third-party claims, damages, liabilities, fines, penalties, costs, and reasonable attorneys' fees arising out of or relating to: (a) the customer's configuration, operation, or use of IoT NEXUS; (b) the customer's sensors, devices, systems, Device Data, recipients, or response procedures; (c) the customer's failure to maintain independent safeguards or comply with this Supplement; (d) the customer's violation of law, regulation, third-party rights, or industry requirements; or (e) bodily injury, property damage, environmental harm, spoilage, or other loss allegedly caused by the customer's reliance on Device Data or Notifications, except to the extent finally determined by a court of competent jurisdiction to have been caused by cleverQ Inc.'s liability that cannot lawfully be excluded or limited.

10. Order of Precedence; Governing Law

If this Supplement conflicts with the GTC regarding IoT NEXUS, this Supplement controls. A specifically negotiated and signed Licence usage agreement or service level agreement controls over this Supplement only to the extent it expressly identifies the provision being replaced.

The Florida-law and jurisdiction provisions of Section 10 of the GTC apply to this Supplement. Except as expressly supplemented here, the GTC remain unchanged and in full force.

ACKNOWLEDGMENT

The customer acknowledges that it has read and understood this Supplement, including the limitations concerning sensors, Device Data, Notification delivery, life-safety use, warranties, and liability.

Customer authorized signature: _____ Date: _____

Name and title: _____