

LICENSE AGREEMENT

This LICENSE AGREEMENT (the “**Agreement**”) is dated for reference on March 5th, 2021 (the “**Effective Date**”) and is made by and between INEX USA, a Nevada corporation with offices located at 5580 S. Fort Apache Road, Suite 110, Las Vegas, Nevada 89148 (“**Licensor**”) and TEVANO SYSTEMS INC., a British Columbia corporation with offices located at Suite 1507, 1030 West Georgia, Vancouver, BC, Canada V6E 3M5 (“**Licensee**”). In consideration for Ten and 00/100 United States Dollars (\$10.00) and the parties’ good faith negotiations related to the sale of the Intellectual Property (defined hereinafter) from Licensor to Licensee, the parties agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings.

“**Intellectual Property**” means any and all software programs, or any part of aspect thereof, provided by Licensor to Licensee under the terms of this Agreement, including the software programs described on the attached Exhibit A herein and all improvements related thereto (the “**Software**”), Exhibit A itemizing the main components and functionality of the software programs which form a part of the Software.

“**Permitted Use**” means the use of the Intellectual Property by Licensee in the ordinary course of Licensee’s business as related to the Intellectual Property.

“**Term**” means the term commencing on the Effective Date and terminating in accordance with Section 4.

2. License Grant. Licensor hereby confirms having granted, and for certainty hereby grants, to Licensee a revocable, non-sublicensable and non-transferable license to use the Intellectual Property solely for the Permitted Use, such license being exclusive for the duration of the Term.

3. Intellectual Property Rights. Licensee acknowledges and agrees that: (a) the Intellectual Property is licensed, not sold, to Licensee by Licensor, and Licensee does not have any ownership interest in the Intellectual Property; and (b) as between the parties, Licensor is the sole and exclusive owner of all right, title, and interest in and to the Intellectual Property, including all rights relating thereto, subject only to the license granted to Licensee under this Agreement. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all losses, damages, liabilities, injuries and claims resulting from Licensee’s use of the Intellectual Property (but only to the extent that such use of the Intellectual Property is inconsistent with the terms of this Agreement) or Licensee’s breach of its obligations set forth herein.

4. Term and Termination. This Agreement terminates, and the license granted herein shall be revoked and terminated, except for Licensee’s indemnification obligation set forth in Section 3 above, which shall survive such termination, (i) upon the parties signing a definitive agreement related to the sale of the Intellectual Property from the Licensor to the Licensee (the “**Definitive Agreement**”) or (ii) May 1, 2021, whichever is sooner.

5. Extension. Notwithstanding Section 4 above, in the event that the parties are unable to sign the Definitive Agreement by May 1, 2021, the Licensee has a right to extend the term of this Agreement, by delivering written notice to the Licensor prior to May 1, 2021 (and prior to the expiration of such subsequent extension period as the case may be) setting out Licensee’s desire to extend the term of this

Agreement (each, an “**Extension Notice**”). In any event, this Agreement may be extended by no more than three (3) consecutive extension periods (unless agreed to otherwise by the parties), each extension period being six (6) months in duration, for the purposes of affording the parties additional time to negotiate the Definitive Agreement. In the event the Licensee desires to extend the term of this Agreement set forth herein and for the purposes of affording the parties additional time to negotiate the Definitive Agreement, the Licensee agrees to issue to the Licensor a non-interest bearing convertible note (“**Convertible Note**”) in the principal amount currently set at Seven Hundred Fifty Thousand and 00/100 Dollars U.S. (U.S. \$750,000) that matures on the date that is two (2) years from the Effective Date (the “**Maturity Date**”), for the Intellectual Property and exercisable in accordance with and subject to the terms of the Definitive Agreement, such terms of the Definitive Agreement to include terms that are in substance substantially similar to the following:

5.1 The Licensee may satisfy the principal amount at any time prior to the Maturity Date (the “**Conversion Date**”) by issuing to Licensor common shares in the capital of the Licensee (each a “**Payment Share**”) at an issuance price equal to the three-day weighted average price per Payment Share for the three business days immediately prior to the issuance of the Payment Shares (the “**Conversion Price**”);

5.2 The Licensor acknowledges and agrees that the Convertible Note and the Payment Shares will be issued pursuant to the prospectus exemptions contained in National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators and that such securities may be subject to a statutory hold period of four months and one day from the date of distribution. In addition to any legends required by securities laws as described above, the certificates representing the Payment Shares will be further restricted as follows: 12.5% until the date that is three months from the Conversion Date; 12.5% until the date that is six months from the Conversion Date; 12.5% until the date that is nine months from the Conversion Date; 12.5% until the date that is twelve months from the Conversion Date; 12.5% until the date that is fifteen months from the Conversion Date; 12.5% until the date that is eighteen months from the Conversion Date; 12.5% until the date that is twenty-one months from the Conversion Date; and 12.5% until the date that is twenty-four months from the Conversion Date.

6. Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party, which shall not be unreasonably delayed or withheld. Notwithstanding the foregoing sentence, Licensee may disclose the existence of this Agreement and the key terms thereof pursuant to its obligations under any applicable securities law.

7. Supersession. This Agreement supersedes the license agreement dated March 1st, 2021 and entered into by the Parties.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

INEX USA

TEVANO SYSTEMS INC.

By: “Slawek Wesierski”
Name: Slawek Weierski
Title: President

By: “David Bajwa”
Name: David Bajwa
Title: Director & CEO

Exhibit A SOFTWARE

Health Shield Software

All versions of the Health Shield Software and developers' comments related thereto including without limitation all source code, object code and executable code, any and all documentation, specifications, requirements documents, and development plans, and any and all marketing collateral relating in any way to the Health Shield Software.

Health Shield Software is an innovative, AI-driven system that video displays a user with their body temperature and notifies them if they need to wear a face mask. The device software is coupled with a cloud software solution used to manage multiple devices and provide detailed reports of all scans done throughout an enterprise.

Health Shield Device Software

All versions of the Health Shield Device Software and developers' comments related thereto including without limitation all source code, object code and executable code, any and all documentation, specifications, requirements documents, and development plans, and any and all marketing collateral relating in any way to the Health Shield Device Software.

Main components:

1. HealthShield Mobile Application – provides the main functionality of the device. Utilizes the machine learning and artificial intelligence algorithms used in multiple places across the app which allow to execute complex scenarios for Face Detection and Facemask Detection.
2. Local SQLite database – holds all the application data
3. Launcher – provides the functionality of “kiosk mode” – locking outside users from accessing operating system of the device
4. Updater – provides the functionality of updating the Mobile Application and datasets
5. Watcher – verifies the status of the Mobile App to make sure it is always operational

Functionalities of software modules:

1. Artificial Intelligence and Machine Learning driven Face Detection and Facemask Detection. Multiple AI/ML engines were trained on the dedicated and customized datasets of several thousand photos depicting people faces from all around the world ensuring best results across different types of people faces.
2. Application utilizes two built-in cameras – standard RGB camera and Infrared camera. Detecting face and facemask in two light spectrums (visible light and infrared light) creates very reliable mechanism for detection.
3. Recognizing the distance of person in front of the device. Algorithms for this feature are based on AI face detection mechanisms and face size calculations for different distances. After detecting the face, the application calculates the face size. Based on the configurable threshold the app can trigger the detection process for people being at different distance from the device.
4. Detection of face position in regards to measurement area – providing the information about the necessity to tilt the device. Algorithms for this feature utilize machine learning tools that detect the face position within the vertical axis of the device. Based on the detected position the application calculates if the face is located

in the optimal area for reliable detection. In case of face being outside of the optimal area the application provides directions to the user on how to align with the measurement area to achieve best results of the scan.

5. Human body temperature measurement
 - a. both in Celsius and Fahrenheit degrees
 - b. provides possibility to adjust the temperature measurement algorithm
 - c. configurable threshold for triggering device's behavior (access granted / access denied)
6. Support for both wired and wireless network connectivity
7. Indication of the connection status with internet and cloud. The application automatically detects the way that device uses for internet connection (being this WiFi or ETH cable) and displays the state of the internet and cloud connection indicating the possible problems with accessing one or another.
8. Highly customizable Mobile Application
 - a. User Interface localization. The UI of the application supports single and double language localization with possibilities to define the language captions directly from the Cloud
 - b. Ability to set configurable delay for screen saver
 - c. Ability to set configurable threshold for detection distance
 - d. Ability to set the daily restart schedule
 - e. Ability to turn on and off individual voice prompts
 - f. Ability to configure basic terminal settings like date, time, sound volume and screen brightness
 - g. Password management for accessing the application configuration
9. Technical Support options
 - a. Ability to change the camera rotation
 - b. Ability to turn on and off live temperature feed
 - c. Ability to turn on and off the face tracking with diagnostic information
 - d. Ability to change the size for face detection threshold
 - e. Ability to change the temperature measurement algorithm
 - f. Ability to configure the head alignment thresholds
10. Handling for the stand lights

Health Shield Cloud Software

All versions of the Health Shield Cloud Software and developers' comments related thereto including without limitation all source code, object code and executable code, any and all documentation, specifications, requirements

documents, and development plans, and any and all marketing collateral relating in any way to the Health Shield Cloud Software.

The Health Shield Cloud Software is an enterprise-grade cloud solution acquiring and storing data from Health Shield devices and presenting data through web browser's user interface.

Main components:

1. Web Application (Web UI). Designed and developed with the paradigm of Responsive Web Design
2. Back-end .NET Core/PostgreSQL Database – communication medium between devices and the Web, holds data (images, sounds, settings, etc.)
3. Notifications Engine – distributes alerts to users using SMS/MMS/email

Functionalities:

1. Dashboard
 - a. Total Faces Scanned (line chart)
 - b. Total People with Fever (line chart)
 - c. People With Mask Today (number)
 - d. People Scanned Today (number)
 - e. People With Fever Today (number)
 - f. Today's Scans (doughnut charts)
 - g. Total People with Mask (line chart)
 - h. Total People without Mask (line chart)
 - i. Total People with Pass (line chart)
 - j. Device Statistics, number of devices Online/Offline (doughnut chart)
 - k. Report Export function
 - l. Images of Last 6 Scanned Faces together with date/time stamp, device name, temperature reading, fever indication, access result.
2. Devices
 - a. List of devices connected to current account – ability to add device (pair), remove (unpair), set details, edit/download/upload settings, upload messages/sound sets
 - b. Device Prompt Messages – ability to define sets of messages displayed on the device – also in multiple languages.
 - c. Device Prompt Sounds – ability to define sets of voice prompts played on the device – also in multiple languages.

- d. Device Settings Presets – ability to remotely control settings on the device.
3. Alert Settings – setting SMS/MMS/Email alerts for all devices in a user profile, triggered when temperature reading exceeds a set value.
4. Company Structure / Role Management
 - a. managing company group structure and enterprise user information management in the enterprise
 - b. ability to create and manage user roles within the cloud system
5. Business Intelligence and Reporting engine
6. Tech Support Platform – user support engine that enables access to each user cloud data/settings as well as that user device settings.
7. General settings – Dark/Light Mode, Language (English/Spanish/French), Temperature (Celsius/Fahrenheit), Change Password

Health Shield Demo Cloud Software

All versions of the Health Shield Demo Cloud Software and developers' comments related thereto including without limitation all source code, object code and executable code, any and all documentation, specifications, requirements documents, and development plans, and any and all marketing collateral relating in any way to the Health Shield Demo Cloud Software. The Health Shield Demo Cloud Software operates within the cloud environment is created for demonstration and marketing purposes. Filled with sample data and pictures to demonstrate functionality of the cloud.

Health Shield Test Application

A complete Test / Validation solution built for quality testing of devices manufactured by the hardware provider, before devices are shipped to Tevano. Secondary test and validation process is executed at the local provisioning facility in Las Vegas.

Running Test / Validation process is supervised and managed by INEX's representatives.

Main components:

1. Mobile Application – provides the main functionality for device testing and includes two versions: primary for Manufacturer and secondary for Provisioning Facility.
2. Server / Backend (REST service with SQLite DB) – built for processing and storing test results

Functionalities (applicable to both versions of Mobile Application):

1. Manual Test Result Verification
 - a. Relay Testing
 - b. Embedded LED Testing
 - c. Sound Testing
 - d. Temperature Sensor Readings

- e. IR Camera Availability / testing
 - f. Main Camera Availability / testing
2. Automated Test Result Verification
- a. Temperature Sensor Availability
 - b. Device Properties Validation (e.g. screen resolution, RAM, storage capacity)
 - c. Installed Applications Validation
 - d. WiFi/Ethernet Connectivity Validation

Functionalities specific to Manufacturer:

- 1. Server / Backend services are required to operate. Device test results are sent to the backend service.
- 2. If Server / Backend services are not operational, Mobile Application would not operate, preventing Manufacturer from using it without INEX's consent.

Functionalities specific to Provisioning Facility:

- 1. Application validates if device has been already tested and registered in the database
- 2. Results of tests / validations are added to an existing record in the database