

SAAS SUBSCRIPTION AGREEMENT

This Neptronic SaaS Subscription Agreement (the “**SaaS Agreement**”) sets forth the standard terms and conditions under which Neptronic will provide the SaaS Services subscribed to by the Customer and any related Professional Services purchased in connection thereto. The general terms and conditions of this SaaS Agreement apply unless replaced or supplemented by a Customized SaaS Agreement executed by the Parties in accordance with its terms.

This SaaS Agreement, together with a Customized SaaS Agreement (if applicable), any Statement of Work for Professional Services, the Order Confirmation, the Terms and Conditions of Sale for Neptronic Software, Cloud SaaS Software and Hardware Products, the Privacy Policy and the End User License Agreement, are collectively referred to as the “**Agreement**” and govern the Customer’s subscription and use of the SaaS Services and any related Professional Services.

The Customer hereby acknowledges having read and understood this SaaS Agreement and agrees to be bound by the provisions hereof which the Customer accepts voluntarily either by (i) signing and returning Neptronic’s quotation, (ii) sending a Purchase Order to Neptronic, (iii) receiving an Order Confirmation from Neptronic, (iv) submitting instructions to Neptronic to purchase a subscription to the Services (as hereinafter defined) or (v) accessing or using the Services. If you do not or cannot agree to be bound by this SaaS Agreement, you may not access or use the Services. If you are accessing or using the Services on behalf of a person or an organization, you are agreeing to this SaaS Agreement for that person or organization and representing to Neptronic that you have the authority to bind that person or organization to this SaaS Agreement.

1. DEFINITIONS

1.1 Incorporation by Reference. Except as otherwise expressly defined in this SaaS Agreement, all capitalized terms shall have the meaning assigned to them in the Terms and Conditions of Sale for Neptronic Software, Cloud SaaS Software and Hardware Products (the “**Terms and Conditions of Sale**”), which are incorporated herein by reference and form an integral part of this SaaS Agreement. The Terms and Conditions of Sale are available on Neptronic’s website at <https://Neptronic.com/sales-conditions>.

2.2 Additional Definitions. For the purposes of this SaaS Agreement, the following expressions shall have the meanings set forth below:

- (a) “**Account**” means any account created by, or on behalf of a Customer, in accordance with Article 4 hereof.
- (b) “**Agreement**” means, collectively, this SaaS Agreement together with any Customized SaaS Agreement, any Statement of Work for Professional Services, the Order Confirmation, the Terms and Conditions of Sale, the Privacy Policy and the EULA.
- (c) “**Beta Services**” means services or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.
- (d) “**Cloud SaaS Software**” means the cloud-based software platform that is developed and maintained by Neptronic and made available to the Customer and/or End Users via the internet known as “**software as a service**” or “**SaaS**”. It includes the underlying software code, hosting infrastructure,

databases, and the necessary connectivity to operate and access the Cloud SaaS Software in accordance with this SaaS Agreement but does not include any customized modifications unless explicitly provided as Professional Services by Neptronic and made available to the Customer and/or End Users via the internet.

- (e) **“Customer”** or **“you”** means the person, company, firm, enterprise or other entity identified on a request for quotation, Purchase Order, Order Confirmation or invoice with respect to the purchase of the Cloud SaaS Software or any Customized Cloud SaaS Software.
- (f) **“Customer Data”** means any non-public data, information or material submitted, uploaded or imported by the Customer or End User to and stored in its Account through the Cloud SaaS Software or any Customized Cloud SaaS Software.
- (g) **“Customized SaaS Agreement”** means a separate, written agreement signed by both Parties that expressly modifies, amends, or supersedes this SaaS Agreement.
- (h) **“Customized Cloud SaaS Software”** means the Cloud SaaS Software that has been modified, tailored, customized or adapted for a specific Customer in accordance with a request to Neptronic for such modifications, to be delivered as part of a Professional Service and as specified in an Order Confirmation or a Statement of Work.
- (i) **“Customer Portal”** means a web-based user interface provided by Neptronic that allows the Customer and its End Users’ access, manage their Accounts, perform configuration, and utilize the features of the Cloud SaaS Software, including any Customized Cloud SaaS Software, as described in these SaaS General Terms and Conditions.
- (j) **“Data Privacy Laws”** means all applicable laws relating to the protection of personal information or personal data, including requirements for cross-border transfers, such as Québec’s *Act respecting the Protection of Personal Information in the Private Sector* (as amended by Law 25), Canada’s *Personal Information Protection and Electronic Documents Act (PIPEDA)*, the European Union’s *General Data Protection Regulation (GDPR)* and any successor legislation, and any other applicable provincial, state, or federal privacy laws.
- (k) **“Documentation”** means the user manuals, features guides, operational instructions, and other technical materials related to the use, operation, and support of the Cloud SaaS Software, including any Customized Cloud SaaS Software, provided by Neptronic. Documentation is provided electronically or in other formats as specified and is intended solely for authorized End Users.
- (l) **“Effective Date”** means the date on which the SaaS Services are activated, unless a different date is defined by the Parties as being the effective date in the Order Confirmation.
- (m) **“Neptronic Agreements”** means the agreements listed in section 17.2 hereof which are published on Neptronic Websites and are incorporated herein by reference.
- (n) **“Neptronic Materials”** means any service software provided by Neptronic, specifications, Documentation and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Neptronic or its Subcontractor in connection with the Services or otherwise comprise or relate to the Services provided.

- (o) **“Parties”** means collectively Neptronic and the Customer, each being referred to individually as a **“Party”**.
- (p) **“Professional Services”** means any additional services provided by Neptronic beyond the SaaS Services and identified as such in the Order Confirmation or in a Statement of Work. The additional services may include, but are not limited to, customization of the Cloud SaaS Software, personalized user training, specialized support, integration, enhancements, and development, as described in Article 5 hereof. Professional Services do not include SaaS Services.
- (q) **“Professional Services Fees”** means the fees and charges set forth in the Order Confirmation or the applicable Statement of Work for the Professional Services requested by the Customer and payable to Neptronic, as referred to in Section 9.3 hereof.
- (r) **“SaaS Fees”** means the set-up and annual subscription fees set forth in the Order Confirmation and referred to in Section 9.1 hereof.
- (s) **“SaaS Services”** means the specific internet-accessible service that provides the use of the Cloud SaaS Software, including limited access and use rights to the Cloud SaaS Software platform delivered to the Customer through the Customer Portal, or as detailed in the Order Confirmation. SaaS Services do not include Professional Services.
- (t) **“Scheduled Maintenance”** means the pre-planned activities carried out by Neptronic to update, enhance, or perform routine checks on the SaaS, infrastructure, or systems to ensure optimal performance. These activities may include, but are not limited to, software updates, hardware upgrades, and security patch installations. Scheduled Maintenance is typically conducted during off-peak hours to minimize disruption and impact on service availability.
- (u) **“Services”** means, collectively, the SaaS Services and Professional Services.
- (v) **“Software”** means any proprietary software, applications, tools, or components provided by Neptronic under these SaaS General Terms and Conditions, including the Cloud SaaS Software and any Customized Cloud SaaS Software, as well as any related downloadable or installable software, updates, and associated documentation, made available to the Customer and/or End Users solely for use in connection with the SaaS Services.
- (w) **“Statement of Work” or “SOW”** means a written document agreed upon by the Parties that describes the scope, deliverables, timelines, fees, costs and expenses for the Professional Services.
- (x) **“Subcontractors”** means third parties engaged by Neptronic to provide the Services as set forth in Section 7.8 hereof.
- (y) **“Term”** means the Initial Term and any Renewal Term, as set forth in Article 14 hereof.
- (z) **“Third-Party Materials”** means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Neptronic.

Other terms are defined in the context in which they are used throughout these SaaS General Terms and Conditions.

2. ORDER CONFIRMATION / SCOPE OF SAAS SERVICES

2.1 Order Confirmation. The Order Confirmation will contain a description of the SaaS Services and/or Professional Services purchased by the Customer including, if applicable, the terms and conditions of any customization requested by a Customer or any other special terms and conditions applicable to such purchase including, without being limited to, any special payment terms, warranty, contract duration or renewal terms. Unless a Customer sends to Neptronic a notice of refusal in accordance with Section 2.2 hereof, the Parties acknowledge and agree that the Order Confirmation sent by Neptronic to the Customer shall constitute a mutually executed Order Confirmation which will set forth the terms and conditions under which the SaaS Services and/or Professional Services and/or customization services, as the case may be, will be delivered and performed. As indicated in Article 5 hereof, the description of Professional Services and the related terms may also be described in a separate Statement of Work.

2.2 Notice of Order Confirmation Refusal. If a Customer disagrees with the content of an Order Confirmation, it must provide Neptronic with a written notice of refusal of such Order Confirmation within five (5) business days of receipt of the Order Confirmation.

2.3 Provision of the SaaS Services. Subject to the terms and conditions hereof and the Order Confirmation, and upon Customer's payment of the SaaS Fees, Neptronic shall host and make the SaaS Services available to Customer during the Term, except for: (a) Scheduled Maintenance or scheduled SaaS Services downtime or degradation due to a *Force Majeure*; (b) circumstances beyond Neptronic's reasonable control, including without limitation, any use by Customer or any End User of Third-Party Materials, misuse of the SaaS Services or use of the SaaS Services other than in compliance with the express terms of these SaaS General Terms and Conditions; and/or (c) any suspension or termination of access to, or use, of the SaaS Services by Customer, any End User or Neptronic, as permitted by the Agreement.

3. GRANT OF ACCESS (SAAS USE RIGHTS)

3.1 Subject to the Customer's timely payment of the SaaS Fees and the Professional Fees, if applicable, and compliance with this SaaS Agreement, the Terms and Conditions of Sale and the End User License Agreement (EULA), Neptronic grants Customer a limited, non-exclusive, non-transferable, revocable, non-sublicensable right to access and use Cloud SaaS Software, or any Customized SaaS Software, if applicable, solely for Customer's internal business purposes, via interfaces authorized by Neptronic. No copy of the Cloud SaaS Software is delivered; no rights are granted except as expressly stated. The access and use of the Cloud SaaS Software or any Customized Cloud SaaS Software granted herein to the Customer do not transfer to the Customer any ownership, license, or intellectual property rights in the Cloud SaaS Software or any Customized Cloud SaaS Software or any underlying proprietary code. Reference is specifically made to Section 8-*Software and Cloud Software Licensing Rights* and Section 9 -*SaaS Terms for the Cloud SaaS Software* of the Terms and Conditions of Sale and to the terms of the End User License Agreement (EULA) for a detailed description of the SaaS Use Rights during the Term. The full text of the EULA, as same may be updated from time to time, can be found on the Neptronic Website at <https://Neptronic.com/sales-conditions>.

4. ACCOUNTS

4.1 Accounts. The Customer and End User agree to use the Account created through the Cloud SaaS Software, including any Customized Cloud SaaS Software, and services relating thereto, only for the Customer's internal business purposes as permitted by this Agreement and the Terms and Conditions of Sale. The Customer must maintain unique user accounts and keep credentials confidential; no credential sharing. Customer is responsible for Users' compliance, accuracy of Customer Data, and for its equipment,

networks, and Internet connectivity.

4.2 Compliance with the End User License Agreement (EULA); Customer Restrictions. The license granted by Neptronic to the Customer pursuant to Section 3.1 hereof is granted subject to (a) the Customer restrictions set forth in Article 6 hereof, (b) solely on the condition that the Cloud SaaS Software, including any Customized Cloud SaaS Software, shall be used only in connection with the permitted use and purpose, and (c) in strict compliance with all the provisions of the Agreement which shall be binding on the Customer and End User.

4.3 Authorized End Users' Access. Use of and access to the Services is permitted only by the End Users, the maximum number of which will be specified in the Order Confirmation. If the Customer is given API keys or passwords to access the Services, the Customer will require that all End Users keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individuals, named persons and may not be shared. The Customer will be responsible for any and all actions taken using the Customer's Accounts and passwords. If any End User who has access to a user ID is no longer an employee or contractor of the Customer, then the Customer will immediately delete such user ID and otherwise terminate such End User's access to the Services. Neptronic may use rights management features (e.g., logout) to prevent unauthorized use.

4.4 SaaS Usage Metrics. The Order Confirmation may list metrics, including user number, data volume, sensors or other means to measure usage or fees. SaaS Use Rights are subject to SaaS usage metrics and any other restrictions contained in these SaaS General Terms and Conditions. Neptronic has the right to monitor usage and if the Customer exceeds SaaS usage metrics, Neptronic may suspend the Customer's access until the Customer pays all required fees.

5. ANCILLARY PROFESSIONAL SERVICES

5.1 Additional Professional Services. A Customer may, from time to time, request additional Professional Services from Neptronic related to the Cloud SaaS Software. These services may include, but are not limited to, customization of the Cloud SaaS Software (the "**Customized Cloud SaaS Software**"), personalized user training, specialized support, integration, enhancements, and development, as detailed in the Order Confirmation or in a Statement of Work. The Order Confirmation or each Statement of Work will specify the Professional Services Fees, costs and expenses to be paid by the Customer to Neptronic, along with any assumptions or dependencies, as provided in Section 9.3 hereof. Deliverables created by Neptronic in connection with the performance of Professional Services may be used by the Customer solely for its internal business purposes.

5.2 Customer Responsibility and Approval. For Professional Services involving a Customized Cloud SaaS Software, the Customer is responsible for ensuring that the Customized Cloud SaaS Software complies with its internal systems and any applicable legal or regulatory requirements. The Customer must provide written confirmation to Neptronic that it has thoroughly tested and approved the final version of the Customized Cloud SaaS Software prior to deployment and use. All Intellectual Property Rights related to the Customized Cloud SaaS Software will remain the exclusive property of Neptronic.

5.3 Delivery Timeline. Neptronic will make reasonable efforts to deliver the Professional Services within the estimated timeline. However, all delivery dates are estimates only and not guarantees. Delivery of a Customized Cloud SaaS Software is contingent on the Customer providing timely input, such as clear and complete specifications, reviewing and approving samples promptly, and minimizing changes to the agreed specifications. Delays due to incomplete information, late responses, or excessive changes by the Customer

may impact the delivery schedule. Neptronic shall assume no liability for delays beyond its reasonable control.

5.4 Limitation of Liability. Neptronic's liability for Professional Services is limited to the liability cap provided in Section 15.2(c) hereof. Neptronic shall not be liable for any indirect, incidental, or consequential damages resulting from the use or inability to use the Professional Services or the Customized Cloud SaaS Software.

5.5 Confidentiality. Neptronic shall maintain the confidentiality of any proprietary information provided by the Customer during the course of these Professional Services. Both Parties agree to adhere to applicable Data Privacy Laws.

5.6 Termination of Professional Services. Either Party may terminate the provision of Professional Services under a Statement of Work with written notice if the other Party materially breaches the terms of the Statement of Work and fails to remedy such breach within thirty (30) days of receiving notice. Termination of Professional Services does not affect the continuation of the SaaS Services under the Agreement unless explicitly stated.

6. CUSTOMER RESTRICTIONS

6.1 General Restrictions. The Customer will not (and will not permit any third party including its End Users to):

- (a) make the Services available to anyone other than the authorized End Users;
- (b) sell, resell, rent, lease, provide access to or sublicense the Services to a third party;
- (c) interfere with or disrupt the integrity or performance of the Services or any content contained therein;
- (d) attempt to gain unauthorized access to the Services or the underlying systems or networks;
- (e) use the Services or data derived therefrom to provide, or incorporate the Services into, any unauthorized product or service provided to a third party, or to create a competing offering;
- (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Neptronic);
- (g) circumvent any technical limitations in the Services that limit or restrict access to or use of Services or any content, file, or other work, except as expressly permitted by applicable law notwithstanding this limitation;
- (h) degrade, impede access, copy or modify the Services or any Documentation, or create any derivative work from any of the foregoing;
- (i) remove or obscure any proprietary or other notices contained in the Services;
- (j) publicly disseminate information regarding the performance of the Services;
- (k) use any Neptronic or other third party name or trademarks referenced in the provision of the Services in any manner without Neptronic's written consent;
- (l) use the Services in manner outside of its intended purpose or in a manner that would reasonably be expected to cause liability or harm to Neptronic or its customers or breach these SaaS General Terms and Conditions;

- (m) derive drawings, plans, designs, specifications or other embodied information from a model or prototype containing Confidential Information belonging to Neptronic as any such derived information shall constitute and be part of Neptronic Confidential Information protected by these SaaS General Terms and Conditions;
- (o) use the Neptronic Confidential Information for any purpose other than the permitted use and purpose pursuant to these SaaS General Terms and Conditions; and
- (p) disclose any Neptronic Confidential Information to any third party except those who have a need to know such Confidential Information for the sole purpose and use in accordance with these SaaS General Terms and Conditions.

6.2 License Restrictions. Without limiting the EULA, neither the Customer nor the End User will use the Cloud SaaS Software, including any Customized Cloud SaaS Software, in any manner or for any purpose other than as expressly permitted by this SaaS Agreement and the Terms and Conditions of Sale.

6.3 No Resale. Except as expressly permitted under Section 6.4, the Customer may not resell, sublicense, or otherwise transfer SaaS Use Rights, nor allow any third party (other than its Affiliates or service providers acting on its behalf) to access or use the Cloud SaaS Software or any Customized Cloud SaaS Software. The Customer may not make copies of the Cloud SaaS Software or any Customized Cloud SaaS Software, except for reasonable backup purposes, unless otherwise agreed in writing by Neptronic.

6.4 Authorized Reseller Exception. Notwithstanding Section 6.3, if the Customer is designated as an authorized Reseller by Neptronic in an Order Confirmation or separate reseller agreement, the Customer may make the Cloud SaaS Software or any Customized Cloud SaaS Software available to End Users solely in accordance with the following conditions: (a) each End User must agree to be bound by the Agreement; (b) the Reseller shall not loan, rent, lease, give, transfer, publish, disclose, display, or otherwise make the Cloud SaaS Software or any Customized Cloud SaaS Software available to any person or entity other than an End User authorized under the Agreement; and (c) the Reseller remains responsible for compliance with all obligations under the Agreement and any applicable reseller terms.

6.5 Third Party Open-Source Components. Portions of the Services may include third party open source components that are subject to third party terms and conditions (“**Third Party Terms**”). In the event there is a conflict between the Third Party Terms and this SaaS Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open-source component. Notwithstanding anything in this SaaS Agreement to the contrary, Neptronic makes no warranty or indemnity hereunder with respect to any third party open-source component. A list of any third party open-source components and related Third Party Terms will be provided upon request made to Neptronic.

7. SUPPORT AND SERVICE LEVEL AGREEMENT

7.1 Set Up, Support. Initial set up and configuration are provided to the Customer for a fee if stated in the Order Confirmation and/or relevant services attachment or Statement of Work. Neptronic will manage, maintain and support the Cloud SaaS Software, including any Customized Cloud SaaS Software (the “**Support**”), in accordance with the policies specified in the Order Confirmation or applicable Statement of Work or, if none are specified, Neptronic will use reasonable efforts to maintain the Cloud SaaS Software, including any Customized Cloud SaaS Software, repair reproducible defects and make the SaaS available subject to scheduled downtime and routine and emergency maintenance. Except as expressly set out in this SaaS Agreement, the Customer is responsible for the connectivity required to use the SaaS and for maintaining the technology, equipment and infrastructure that connects the SaaS. Set up and Support excludes device or third-party application set up unless stated in the Order Confirmation. Neptronic is not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to:

- (a) conditions or events reasonably outside of Neptronic's control;
- (b) cyberattack;
- (c) the public internet and communications networks;
- (d) data, software, hardware, services, virtual machines, telecommunications, infrastructure or networking equipment not provided by Neptronic, or acts or omissions of third parties retained by the Customer;
- (e) the Customer and End Users negligence or failure to use the latest version of the Cloud SaaS Software, including any Customized Cloud SaaS Software, or follow published Documentation;
- (f) modifications or alterations not made by Neptronic;
- (g) loss or corruption of data;
- (h) the Customer's failure to thoroughly test the final version of the Customized Cloud SaaS Software before use and deployment;
- (i) unauthorized access via the Customer or authorized End Users credentials;
- (j) the Customer's failure to use commercially reasonable administrative, physical and technical safeguards to protect its systems or data or follow industry-standard security practices; or
- (k) The Customer's or any third party's network infrastructure or connectivity.

7.2 Service Uptime. Neptronic will use reasonable efforts to maximize the uptime of the Cloud SaaS Software. While Neptronic does not guarantee 100% availability, it shall use reasonable efforts to maintain a high level of availability with the exception of "exclusions" and Scheduled Maintenance as provided for in Sections 7.3 and 7.5 hereof.

7.3 Exclusions. Exclusions to availability include (a) use of the Services in a manner not authorized in these SaaS General Terms and Conditions; (b) general internet problems, *Force Majeure* or other factors outside of Neptronic's reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; (d) third party systems; or (e) Scheduled Maintenance or reasonable emergency maintenance.

7.4 Temporary Services Interruption. In the event of a temporary interruption of the Customer's Account for the purposes of periodic maintenance of its cloud system or due to service interruption caused by an IT system failure or global internet crash, Neptronic will diligently and promptly proceed to fix any such issues to the best of its ability in order to reinstate the Services and the use of the Customer's Account. Neptronic will not be liable for any losses or damages caused by such service interruption.

7.5 Scheduled Maintenance. Neptronic will use reasonable efforts to notify the Customer in advance of any Scheduled Maintenance that is expected to cause noticeable downtime or service interruption.

7.6 No Future Functionality Representations. The Customer agrees that its purchases of the Cloud SaaS Software or any Customized Cloud SaaS Software are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments by Neptronic regarding the future functionality or features.

7.7 Modification of Software Features: Changes to Services. Neptronic reserves the right, in its sole discretion, to modify the Cloud SaaS Software features or to make any changes to the Services and Neptronic Materials that it deems necessary or useful to (a) maintain or enhance: (i) the quality or delivery of the Services to its Customers; (ii) the competitive strength of or market for the Services; or (iii) the cost efficiency or performance of the Services; or (b) to comply with applicable law.

Without limiting the foregoing, either Party may, at any time during the Term, request changes to the Services in writing. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both

Parties. In the event of a deprecation of any material functionality, Neptronic will provide the Customer with an advance notice of thirty (30) days.

7.8 Subcontractors. Neptronic may, from time to time and at its discretion, engage third parties to perform the Services or some element thereof (each, a “**Subcontractor**”) and permit them to exercise the rights granted to Neptronic in order to provide the Services under these SaaS General Terms and Conditions, provided that Neptronic remains responsible for (i) compliance of any such Subcontractor with this SaaS Agreement and (ii) for the overall performance of the Services as required under these SaaS General Terms and Conditions.

7.9 Opening of a Support Ticket. The Customer may report errors or abnormal behavior of the Cloud SaaS Software, including any Customized Cloud SaaS Software, by opening a support case on the Customer Portal, which will initiate the creation of a support ticket. All response times are based on Eastern Standard Time (EST); Neptronic’s support “business hours” are defined as Monday through Friday, between the hours of 9 A.M. and 6 P.M. EST, excluding observed holidays. Requests received outside these business hours will be addressed within the timelines outlined in Neptronic’s support guidelines, starting on the next business day. Neptronic’s support team shall use reasonable efforts to resolve issues related to the Cloud SaaS Software or any Customized Cloud SaaS Software for which Customer is in full compliance with these SaaS General Terms and Conditions.

7.10 Suspension or Termination of the SaaS Services. Neptronic may, without any liability whatsoever, suspend or terminate the Customer’s or End User’s right to access and to use any portion of the SaaS Services, the Account, including the Cloud SaaS Software, any Customized Cloud SaaS Software, and all related services as provided for in Article 9 of the Terms and Conditions of Sale. In such cases, Neptronic shall not be liable for any damages or losses incurred by the Customer or End User. Furthermore, nothing herein shall limit Neptronic’s other rights or remedies, whether at law, in equity or under this SaaS Agreement.

7.11 Fees and Charges. If Neptronic suspends the right to access or use any portion of the Account or services relating thereto, the Customer will be responsible for all SaaS Fees and charges incurred during the period of suspension.

7.12 No Services Credits. The Customer will not be entitled to any service credits under this SaaS Agreement or any other service level agreement if one concluded by the Parties, for any period of interruption or suspension.

8. CUSTOMER RESPONSIBILITIES

8.1 Customer Responsibilities. The Customer and End Users may exercise SaaS Use Rights if the Customer binds the End Users to this SaaS Agreement prior to enabling access to the SaaS Services. In addition to any other express Customer responsibilities set forth elsewhere in this SaaS Agreement, the Customer shall:

- (a) explicitly notify End Users that their access to or use of the Cloud SaaS Software, including any Customized Cloud SaaS Software, and related services, is subject to, and governed by, the EULA, the Terms and Conditions of Sale, the Privacy Policy and this SaaS Agreement;
- (b) ensure that any End User who does not accept to comply with the agreements or policies referred to in Section 8.1(a) hereof, shall not be authorized to access or use the Cloud SaaS Software, including any Customized Cloud SaaS Software, or the SaaS Services;

- (c) comply with, and be solely responsible for, the End Users' compliance with the EULA, the Terms and Conditions of Sale, the Privacy Policy, this SaaS Agreement and all applicable laws and regulations, in connection with the use of the SaaS Services;
- (d) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Services, and notify Neptronic promptly of any such unauthorized access or use, including any breach of security or security incident related to the Customer's Account;
- (e) be solely responsible for the use of the SaaS Services by the Customer and End Users, including ensuring use in accordance with the Terms and Conditions of Sale, the EULA, the Privacy Policy, this SaaS Agreement and applicable law, and
- (f) submit only complete and accurate information for the Customer's Account and update it promptly if it changes.

8.2. Obligations and Liability Regarding End Users. The Customer shall be liable for any breach of the agreements and policies referred in Section 6.1(a) hereof. The Customer agrees to indemnify, defend, and hold harmless Neptronic against any damages, claims, or losses resulting from or arising out of violations or breaches of such agreements and policies by End Users.

8.3 Use of Account. The Customer and its End Users are solely responsible, waiving any claim against Neptronic in this regard, for the development, content, operation, maintenance, and the use of the Account.

8.4 Security and Backup. When applicable, the Customer and End User shall be solely responsible for properly configuring and maintaining the security of their Accounts and for the proper use of the Cloud SaaS Software, including any Customized Cloud SaaS Software. The Customer and End User will take appropriate action and measures to secure, protect and back up all Account data and content regularly and in a timely manner to ensure adequate security and protection, and hereby waives any claim against Neptronic in this regard.

9. FEES; PAYMENT TERMS

9.1 SaaS Fees. The Customer shall pay the set-up and annual subscription fees for the SaaS Services as set forth in the Order Confirmation (collectively, the "**SaaS Fees**"), which SaaS Fees are due in full upon commencement of the Term and payable in accordance with Section 9.2 hereof. Neptronic may increase SaaS Fees no more than once annually after the first contract year of the Term, including any Renewal Term, by providing written notice to Customer at least thirty (30) calendar days before the commencement of that subsequent contract year or such Renewal Term, as the case may be. No additional notification shall be required.

9.2 SaaS Fees Invoicing and Payment. SaaS Fees will be invoiced in advance in accordance with the relevant Order Confirmation. SaaS Fees are quoted and payable in United States dollars. Payment obligations are non-cancellable, and SaaS Fees paid are non-refundable unless this SaaS Agreement is terminated for cause pursuant to Section 14.2 hereof. Unless otherwise stated in the Order Confirmation, SaaS Fees are due thirty (30) days from the invoice date.

9.3 Professional Services Fees. The Customer shall pay to Neptronic the fees and charges set forth in the Order Confirmation or the applicable Statement of Work for the Professional Services (the "**Professional Services Fees**"). Professional Services Fees are quoted and payable in United States dollars. Invoicing and

payment obligations are as indicated on the applicable Order Confirmation or Statement of Work for the Professional Services.

9.4 Taxes. SaaS Fees and Professional Services Fees do not include taxes and Customer is responsible for all service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or territorial governmental or regulatory authority on any amounts payable by Customer hereunder. All SaaS Fees and Professional Services Fees shall be paid free and clear of all tax deductions or withholdings, except for those required by law. In the event that the Customer makes a payment with a tax deduction or withholding, the SaaS Fees or the Professional Services Fees, as the case may be, shall be increased such that Neptronic receives the net amount as if there were no deductions or withholdings.

9.5 Billing Disputes. If the Customer believes that a billing error has occurred with respect to the SaaS Fees invoiced, the Customer must contact Neptronic no later than thirty (30) days after the closing date of the first billing statement in which the error or problem appeared in order to receive an adjustment or credit.

9.6 Late Payment. Except for invoiced payments that the Customer has successfully disputed, if the Customer fails to make any payment when due, then, in addition to all other remedies that may be available:

- (a) Neptronic may charge interest on the past due amount at the rate of two percent (2%) monthly;
- (b) the Customer shall reimburse Neptronic for all reasonable costs incurred by Neptronic in collecting any late payments and interest, including legal fees, court costs and collection agency fees; and
- (c) if such failure continues for thirty (30) days following written notice thereof, Neptronic may suspend performance of the SaaS Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to the Customer or any other person by reason of such suspension. Neptronic may, also, without limiting its other rights and remedies, terminate the Agreement and the SaaS Services.

9.7 No Deductions or Set-Offs. All amounts payable to Neptronic under this SaaS Agreement shall be paid by the Customer to Neptronic in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason.

10. NEPTRONIC'S INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership and No Transfer of Intellectual Property Rights. All Intellectual Property Rights in and to the Cloud SaaS Software, including any customizations, updates, upgrades, modifications, and improvements, and any deliverables created under Professional Services ("**Deliverables**"), remain the exclusive property of Neptronic. The Customer and End Users receive only a limited, revocable license to access and use the SaaS Services and, for Deliverables, a non-exclusive, non-transferable license for internal business purposes solely in connection with the SaaS Services. No ownership rights are transferred to the Client and End Users, whether, tacitly, expressly, implicitly, regardless of any use of terms such as "purchase" or "sale" in the Agreement or any Order Confirmation.

10.2 Reservation of Rights. The SaaS Services and Deliverables are licensed, not sold. Except for the limited rights expressly granted herein, Neptronic reserves all rights, title, and interest in and to the Cloud SaaS Software, the Customized Cloud SaaS Software, the SaaS Services, and Deliverables.

10.3 Protection of Intellectual Property Rights. The Customer and its Affiliates will not do anything, pose

any act or take any action, nor allow any other third party to do so, that would violate or infringe in any way whatsoever, upon the Intellectual Property Rights. Should the Customer and their Affiliates learn that Intellectual Property Rights are being infringed by a third party, they will promptly advise Neptronic of such violation or infringement.

10.4 Suggestions. The Customer may choose to, or may be invited to submit, comments, suggestions, or ideas about the Services, including how to improve the Services ("**Feedback**"). The Customer agrees that Feedback submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Neptronic under any fiduciary or other obligation. Neptronic shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use, copy, modify, publish, or redistribute Feedback and its contents for any purpose, including the right and license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other Feedback provided by the Customer and its End Users relating to the Services. The Customer waives all moral rights the Customer may have in the Feedback.

11. EVALUATION AND BETA ACCESS

11.1 Beta Software Use. If you are accessing or using the Cloud SaaS Software, including any Customized Cloud SaaS Software, or any related software service without directly paying for such service, you acknowledge and agree that you are using a beta version of our software. A beta version is a pre-release version that remains under development and testing. Software updates may occur more frequently than in a commercially released version.

11.2 No Liability for Beta Services of Beta Software. While Neptronic will use reasonable efforts to provide reliable software, you acknowledge and accept that technical issues, bugs, service disruptions, and potential data loss are more likely to occur with beta software than with fully released versions. Accordingly, Neptronic shall have no liability or responsibility for any service interruptions, malfunctions, bugs, errors, or loss of data. You further agree to implement and maintain appropriate alternative measures, safeguards, or backups to mitigate any such risks.

12. CUSTOMER DATA

12.1 Customer Data. The Customer is responsible for any Customer Data submitted or contributed to the Services by its End Users, including all aspects of such content—such as its legality, reliability, accuracy, and appropriateness—and for the use of such content by the Customer and its End Users.

12.2 Rights in Customer Data. The Customer will retain all right, title and interest in and to the Customer Data provided to Neptronic, as well as to the content of the Account. Neptronic shall maintain reasonable administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of the Customer Data and its processing, as more fully set forth in the Privacy Policy, which can be accessed on Neptronic Website.

12.3 Grant of Right to Use the Customer Data. Notwithstanding Section 12.2 hereof, the Customer hereby grants to Neptronic and its Affiliates a non-exclusive, perpetual, sublicensable, irrevocable and worldwide, royalty-free right and license to receive, host, store, analyze, process, enhance, copy, transmit, modify, create derivative works of, maintain, display or otherwise use the Customer Data for the purposes of providing the Services in accordance with these SaaS General Terms and Conditions, as well as for various product performance analyses, and to develop, maintain, protect, and improve the Cloud SaaS Software, including any Customized Cloud SaaS Software, and related services.

12.4 Aggregated Data. The Customer acknowledges and agrees that Neptronic monitors the Customer's

and its End Users' use of the Services and collects, logs, and aggregates usage statistics and data as part of the normal operation of the Services ("**Aggregated Data**"). Neptronic may use Aggregated Data for any business purpose during or after the Term, including but not limited to (i) improving the Services, (ii) generating and sharing aggregated insights from the usage statistics or data, or (iii) comparing usage and adoption rates of the Customer's and other organizations, provided that the Aggregated Data is anonymized or de-identified. For the avoidance of doubt, Customer Data does not include Aggregated Data, and Neptronic shall not disclose or provide Customer Data or the identities of the Customer or End Users to third parties, except as permitted under this SaaS Agreement or the Privacy Policy. Neptronic shall own all right, title and interest in and to Aggregated Data, the usage statistics and usage data including without limitation all Intellectual Property Rights therein.

12.5 Storage of Customer Data. Neptronic will store a backup of Customer Data up to 48 hours on a rolling daily basis. Customer may request up to four backups per year. Neptronic will keep the latest backup for sixty (60) days following Services termination after which the backup will be deleted. Neptronic expressly disclaims all other obligations with respect to storage and/or return of Customer Data post termination.

13. DATA PRIVACY AND SECURITY

13.1 Role and Compliance. The Parties acknowledge and agree that, in connection with the performance of the SaaS Agreement, Neptronic may, in its capacity as data processor, collect and process data about the Customer and its End Users that is recognized under applicable Data Privacy Laws as "personal data" or equivalent terms, including data subjects, IP address, location, facility, device or equipment usage data ("**Personal Data**"). It is understood that the Customer is solely responsible for the control and knowledge of, in particular, the origin of the Personal Data processed during the performance of the Agreement. The Customer therefore guarantees that it will comply with all its obligations as the data controller or, where applicable, the data processor under the applicable Data Privacy Laws. Where the Customer provides Personal Data to Neptronic for the performance of the Services, that Customer warrants that it has the legal right to do so, including obtaining any necessary consents and providing appropriate notice to individuals whose Personal Data is being shared, where required.

13.2 Processing of Personal Data: Breach Notification. In cases where Neptronic processes Personal Data in relation to provisions of the Services, it will do so solely in accordance with this SaaS Agreement and its Privacy Policy. Neptronic shall have no liability arising from processing of Personal Data in compliance with the SaaS Agreement and its Privacy Policy. Neptronic will not retain Personal Data longer than necessary for the purposes of processing, except as required by applicable law. Neptronic will notify the Customer without undue delay after becoming aware of a confirmed Personal Data breach, providing information reasonably required for Customer to meet its legal obligations under applicable Data Privacy Laws.

13.3 Customer Indemnity. The Customer agrees, at its cost and expense, to defend, indemnify and hold harmless Neptronic, its Affiliates, subcontractors and licensors from all and against all claims, losses, awards, damages (including attorney's fees), and liabilities arising out of (i) Customer's failure to comply with its obligations under applicable Data Privacy Laws, including obtaining consents and providing notice to the extent permitted by law and (ii) claims by third parties related to Neptronic's possession, processing or use of Personal Data in accordance with this SaaS Agreement and its Privacy Policy, the whole to the extent permitted by applicable laws.

13.4 Security. Neptronic employs reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of Personal Data. However, Neptronic makes no representations nor warranties that such measures will prevent breaches, data loss, or privacy violations. As the Services are to be provided over the Internet, Neptronic will have no responsibility for errors in transmission, data breaches, unauthorized third-party access, service interruptions caused by a failure of third-

party communication technologies, or any other causes beyond Neptronic's control. The Customer acknowledges the inherent risks associated with electronic data transmission and storage.

14. TERM; TERMINATION

14.1 Term of Agreement. Unless terminated earlier as provided herein, the subscription to the SaaS Services begins on the Effective Date and continues for the period stated in the Order Confirmation (the "**Initial Term**"). After the Initial Term, this Agreement automatically renews for successive one-year periods (each a "**Renewal Term**") on the anniversary of the Effective Date, unless the Customer terminates it at its discretion by providing written notice of termination, with proof of delivery, to the Neptronic representative identified in the Order Confirmation at least sixty (60) days before the end of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms together constitute the "**Term**" of this Agreement.

14.2 Termination for Cause. In addition to any other express termination right set forth elsewhere herein, the Agreement may be terminated as follows;

- (a) by Neptronic, upon written notice with proof of delivery to the Customer, if: (i) the Customer fails to pay any amount due and such failure continues for more than thirty (30) days after receipt of said written notice; (ii) the Customer breaches any of its obligations under Section 6.2 (License Restrictions), Article 8 (Customer Responsibilities), or Article 16 (Confidentiality); or (iii) Neptronic discontinues the SaaS Services.
- (b) by either Party, upon written notice with proof of delivery to the other Party, if the other Party materially breaches the Agreement and such breach: (i) is incapable of being cured; or (ii) is capable of being cured but remains uncured thirty (30) days after receipt of written notice specifying the breach.
- (c) by either Party, effective immediately upon written notice with proof of delivery, if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

14.3 Effects of Termination; Refund or Payment upon Termination. Upon termination for cause by the Customer, or by Neptronic due to discontinuance of the SaaS Services, Neptronic shall refund the Customer any prepaid fees covering the unused portion of the Term. Upon any termination for cause by Neptronic under Sections 14.2(a)(i) and 14.2(a)(ii), the Customer shall pay all unpaid fees for the remainder of the Term after the effective date of termination. No termination shall relieve the Customer of its obligation to pay to Neptronic fees accrued prior to the effective date of termination.

14.4 Surviving Provisions. Section 6.1 (General Restrictions), Article 9 (Fees; Payment Terms), Article 10 (Neptronic's Intellectual Property Rights), Section 12.2 (Rights in Customer Data), Section 12.5 (Storage of Customer Data), Article 14 (Term; Termination), Article 15 (Fail-Safe Systems, Disclaimers, Limitation of Liability and Indemnification) and Article 16 (Confidentiality) hereof shall survive any termination or expiration of the Agreement.

14.5 Renunciation. In the event of any conflict or inconsistency between the provisions of this SaaS Agreement and articles 2125 or 2129 of the Civil Code of Québec, the provisions of this SaaS Agreement shall prevail to the fullest extent permitted by law.

15. FAIL-SAFE SYSTEM, DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1 Incorporation by Reference. The Customer acknowledges and agrees that the provisions relating to

fail-safe systems, disclaimers, limitation of liability and indemnification contained in Article 10 of the Terms and Conditions of Sale apply in full to the Cloud SaaS Software and any Customized Cloud SaaS Software provided under this SaaS Agreement. The Terms and Conditions of Sale are incorporated herein by reference and form an integral part of this SaaS Agreement. The Customer is directed to review the full text of Article 10 - *Fail-Safe Systems, Disclaimers, Limitation of Liability and Indemnification* of the Terms and Conditions of Sale available on the Neptronic Website at <https://neptronic.com/sales-conditions>, as such provisions are binding upon the Customer and form part of this SaaS Agreement.

15.2 Waiver. The Customer hereby acknowledges and agrees that any liability of Neptronic and its Affiliates arising out of or relating to this SaaS Agreement shall be strictly limited to the matters and to the extent contemplated herein. For greater certainty, the Customer hereby expressly waives any rights to indemnification to which the Customer might otherwise be entitled pursuant to article 2129 of the Civil Code of Québec or any other similar provisions, to the extent that such rights are inconsistent with or exceed the rights granted to the Customer under Article 10 of the Terms and Conditions of Sale.

15.3 Acknowledgment of Risk Allocation. The Parties acknowledge that the limitation of liability contained in the Article 10 of the Terms and Conditions of Sale reflects the allocation of risks and the economic balance intended by the Parties, and that this SaaS Agreement would not have been entered into under these terms without such limitation. The Parties hereby confirm that each of Article 10 of the Terms and Conditions of Sale and the present Article 15 shall survive the termination, expiration, or nullity of this Agreement.

16. CONFIDENTIALITY

16.1 Confidential Information. Each Party (as “**Receiving Party**”) agrees that all code, inventions, know-how, business, technical, financial information, technical or non-technical data, formulas, patterns, compilations, prototypes, models, sample products, equipment, patent applications, concepts, ideas, programs, software, devices, methods, techniques, drawings, designs, functional specifications, processes, financial data, financial plans, product or service plans or lists of actual or potential customers or suppliers it obtains from the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Neptronic technology, performance information relating to the Services, application platform source code, the terms and conditions contained in the Order Confirmation such as SaaS Fees, Professional Services Fees and payment terms, and any future or contemplated Neptronic services or products will be deemed Confidential Information of Neptronic without any marking or further designation. In the case of the Customer, Confidential Information includes all Customer Data, Personal Data and any information relating to the Customer’s End Users.

16.2 Use of Confidential Information. Except as expressly authorized herein, the Receiving Party will (i) hold in confidence and not disclose any Confidential Information to third parties and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under the Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than as stipulated herein, and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 16.2.

16.3 The Receiving Party’s confidentiality obligations will not apply to information that the Receiving Party

can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.

16.4 The Receiving Party acknowledges that any use or disclosure of Confidential Information, including disclosure of any Confidential Information in violation with this Agreement, would cause substantial harm or loss to the Disclosing Party for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

17. DECLARATION OF THE PARTIES

17.1 **Declaration of the Parties.** The Parties hereto acknowledge and agree that this SaaS Agreement does not constitute a contract of adhesion within the meaning of the Charter of the French language (Québec) and the Civil Code of Québec. For greater certainty, it is understood that the essential stipulations contained herein have not been imposed or drawn up by either one of the Parties, on their behalf or upon their instructions, that the Parties have had the opportunity to review and negotiate said essential stipulations and to seek the assistance of legal counsel in that regard, and that the Parties have duly negotiated said essential stipulations prior to the execution of this Agreement.

17.2 **Neptronic Agreements Incorporated by Reference.** The Customer acknowledges and agrees that this SaaS Agreement explicitly incorporates by reference the following agreements, published on the Neptronic Website (collectively, the “**Neptronic Agreements**”), as amended or updated by Neptronic from time to time, which form part of the Agreement, and which govern the purchase of the Services by the Customer:

- (a) the Terms and Conditions of Sale for Neptronic Software, Cloud SaaS Software and Hardware Products (<https://neptronic.com/sales-conditions>);
- (b) the End-User License Agreement (“EULA”) (<https://neptronic.com/sales-conditions>); and
- (c) the Privacy Policy (<https://neptronic.com/sales-conditions>).

17.3 **Neptronic Agreements Accessibility and Updates.** The Neptronic Agreements can be viewed and downloaded from Neptronic’s official website at <https://neptronic.com>, as amended or updated by Neptronic from time to time, and are provided to the Customer upon first request in accordance with article 1435 of the Civil Code of Québec. Neptronic recommends that the Customer review the Neptronic Agreements through this permanently accessible online platform before accepting the terms and conditions outlined herein. By entering into this SaaS Agreement and continuing to use the Services, the Customer explicitly agrees and confirms that such actions constitute acceptance of the Neptronic Agreements.

18. GENERAL PROVISIONS

18.1 **Entire Agreement.** This SaaS Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

18.2 **Order of Precedence.** In the event of any conflict or inconsistency between the provisions of this SaaS Agreement, the Customized SaaS Agreement (if any), the Order Confirmation, the End User License

Agreement (EULA), the Terms and Conditions of Sale and any other agreement or policy incorporated by reference herein, such conflict or inconsistency shall be resolved in the following order of precedence:

- (a) The Customized SaaS Agreement;
- (b) This SaaS Agreement, the applicable Order Confirmation, and the EULA;
- (c) The Terms and Conditions of Sale; and
- (d) Any other agreement or policy incorporated by reference herein.

The Customer expressly agrees to this order of precedence and acknowledges that conflicting provisions will be resolved accordingly.

18.3 Modifications and Updates. The Customer acknowledges and agrees that Neptronic may from time to time update this SaaS Agreement in accordance with its product and services updates. In the event of any change, your continued use of the Services after being notified of a change to this SaaS Agreement shall constitute your acceptance and agreement to the modified SaaS Agreement. The SaaS Agreement applies to any updates to the Services as well as any applications (if any) used to access the Services that Neptronic may, in its sole discretion, provide or make available to Customer ("**Update**"). From time to time, Neptronic may, without additional notification, automatically "push" or deliver an over-the-air Update to Customer's and/or End Users' mobile phone, tablet, laptop, desktop, or another computing device via a cellular or internet connection ("**Automatic Update**"). You acknowledge and agree that Automatic Updates may occur at Neptronic's sole discretion, that your continued use of the Services may be conditioned upon your acceptance of Automatic Updates, and that you consent to Automatic Updates by acceptance of this SaaS Agreement. If Neptronic provides additional SaaS terms along with an Update, those terms will apply to the Update. If Neptronic provides you an Update, Neptronic may, at its sole discretion, require you to use the Update version and cease use of earlier versions. Neptronic reserves the right to update, modify or discontinue any product or service made available to you through use of the Services.

18.4 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this SaaS Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this SaaS Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18.5 Relationship of the Parties. The Parties are independent contractors. Nothing contained in this SaaS Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

18.6 Governing Law and Forum Selection. This SaaS Agreement and all matters arising out of or relating to this SaaS Agreement are governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. Any action arising out of or related to this SaaS Agreement or the licenses granted hereunder shall be instituted exclusively in the courts of the Province of Quebec, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

18.7 Dispute Resolution. Customer satisfaction is an important objective to Neptronic in performing its obligations under the Agreement. Except with respect to Intellectual Property Rights, if a dispute arises

between the Parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination thereof, the Parties agree to hold a meeting within fifteen (15) days of a written request by either Party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within fifteen (15) days after such meeting, the Parties have not succeeded in resolving the dispute, either Party may protect its interests by any lawful means available to it.

18.8 Assignment. The Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this SaaS Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Neptronic's prior written consent, which consent Neptronic shall not unreasonably withhold or delay. For purposes of the preceding sentence, and without limiting its generality, any amalgamation, arrangement or reorganization involving Customer will be deemed to be a transfer of rights, obligations or performance under this SaaS Agreement for which Neptronic's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this SaaS Agreement. Any purported assignment, delegation or transfer in violation of this Section 18.8 is void. This SaaS Agreement is binding upon and enure to the benefit of the Parties hereto and their respective permitted successors and assigns.

18.9 Severability. If any term or provision of this SaaS Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this SaaS Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18.10 Expenses. Unless otherwise expressly provided herein, all expenses incurred by either Party in connection with the formation or implementation of this SaaS Agreement shall be the sole responsibility of that Party and neither Party shall have any claim for such expenses against the other.

18.11 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this SaaS Agreement shall be in writing, shall be sent by a Party to the other Party at its address and to its representative as identified in the Order Confirmation and shall be deemed to have been given (a) when delivered by hand with written confirmation of receipt; (b) when received by the addressee if sent by a nationally recognized overnight courier; or (c) on the date sent by facsimile or email, in either case, with confirmation of transmission.

18.12 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this SaaS Agreement (except for a failure to pay the SaaS Fees or the Professional Services Fees) if the delay or failure is due to a *Force Majeure* that occurs after the entering into of this Agreement.

18.13 Further Assurances. Each Party shall, upon the reasonable request of the other Party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this SaaS Agreement.

18.14 Headings. The headings in this SaaS Agreement is for reference only and shall not affect the interpretation of this SaaS Agreement.

18.15 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Article 13 (Data Privacy and Security) or Article 16 (Confidentiality) or, in the case of the Customer, Article 3 (Grant of Access (SaaS Use Rights)), Section 6.2 (License Restrictions) or section 6.3 (No Resale), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to

post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

18.16 Choice of Language. The Parties hereby acknowledge that this SaaS Agreement and all documents referenced herein and related documents have been drawn up in both French and English and that the French version thereof has been made available to and received by the Customer prior to the entering into of this Agreement. The Parties have expressly requested and it is their wish that this SaaS Agreement be executed in the English language. / *Les Parties reconnaissent que le présent Contrat SaaS et tous les documents auxquels il est fait référence ainsi que tous les documents connexes ont été rédigés en français et en anglais et que la version française a été mise à la disposition du Client et reçue par lui avant la conclusion du présent Contrat SaaS. Les Parties ont expressément demandé et souhaitent que le présent Contrat SaaS soit exécuté en langue anglaise.*

18.17 Controlling Version. In the event of any discrepancy or inconsistency between the French and English versions of this SaaS Agreement, the French version shall prevail, unless otherwise required by law. *En cas de divergence ou d'incohérence entre les versions française et anglaise du présent Contrat SaaS, la version française prévaudra, sauf disposition légale contraire.*

(Effective as of October 16, 2025)

The above SaaS Agreement is in force as of the above-mentioned date and are subject to change at any time without notice. Each time you use this Neptronic Website, you should check the date of this SaaS Agreement and any transaction concluded between you and Neptronic shall be governed by the terms of this SaaS Agreement then in force.