

## CUSTOMER SUCCESS PROGRAM TERMS & CONDITIONS

This Customer Success Program (“CSP”, also referred to as “Agreement”) is entered into by the Customer (“Customer”) and Eddyfi Canada inc. or any other transacting entity of the Eddyfi group (“Eddyfi”), as of the date of purchase of an Access of the date of delivery, whichever occurs last (the “Effective Date”). By purchasing an Access to the CSP, the Customer agrees to be bound by the following terms and conditions.

### 1. SCOPE

#### 1.1. Access and Benefits

Upon purchase of an eligible Instrument, Customer may choose to subscribe to any three level of Eddyfi’s CSP (Essential, Standard or Premium) (each an “Access”). A valid Access to the CSP provides the Customer with a defined level of support, maintenance, and other associated services, as detailed in the table below (each listed service a “Benefit”) :

<i>Benefit</i>	<i>Essential</i>	<i>Standard</i>	<i>Premium</i>
Technical Support	Yes	Yes	Yes
Application Assistance	Yes	Yes	Yes
E-Learning	Yes	Yes	Yes
Desktop Companion Software*	Yes	Yes	Yes
Connectivity Tools	Yes	Yes	Yes
Calibration	-	Yes	Yes
Remote Performance Verification	-	Yes	Yes
Refurbishing	-	-	Yes
Accidental Damage Protection	-	-	Yes
Extended Warranty	-	-	Yes

\*Desktop Companion Software licences are only available for portable Instruments.

The availability of a particular Benefit is subject to the characteristics and technical capabilities of the Instrument. Eddyfi reserves the right to limit or exclude a Benefit if it is not applicable to, or cannot be reasonably provided for, the Instrument.

Eddyfi reserves the right to modify the scope of the CSP or any of the associated Benefits based on commercial context or technological advancements. In such case, Eddyfi will deploy reasonable efforts to inform Customers of any change in scope to the Benefits or Access relating to an Instrument.

## **1.2. Eligible Instruments**

For the purpose of the CSP, an “Instrument” refers to the specific Eddyfi instrument for which the Customer purchased an Access and excludes scanners, crawlers, software and consumables (e.g. probes and sensors). Accesses may not be purchased for hardware not sold by Eddyfi, and no Benefit shall apply to third-party software or hardware.

## **1.3. Access Period**

Accesses may be applied to an Instrument for a term of one (1), three (3), or five (5) years (each an “Access Period”).

# **2. BENEFITS**

## **2.1. CALIBRATION**

Customers with a Standard or Premium Access may request up to one Calibration of their Instrument per year during the Access Period. In the context of the CSP, the Calibration Benefit includes an evaluation of the accuracy of an Instrument using a known standard and adjustment of that Instrument, if necessary, to ensure that it performs according to its specifications.

Customers must initiate Calibration requests by contacting Eddyfi through one of the available support channels as described on Eddyfi’s website: <https://www.eddyfi.com/en/contact>. Upon reception of a Calibration request, Eddyfi will provide Customer with specific shipping instructions for the return of the equipment, as detailed in section 3.

After each Calibration, Eddyfi will provide the Customer with a “Test Report and Calibration Certificate” (the “Certificate”). The Certificate is valid for one (1) year after the Calibration, and certifies the results of the Calibration as of the date of the Calibration.

The Customer who has not used their annual Calibration at the expiry of their Standard or Premium Access will have a period of 30 days from the expiry of the Access Period to use this Benefit. After this 30-day period, any unused Calibration Benefit will expire.

## **2.2. REMOTE PERFORMANCE VERIFICATION**

Customers who have purchased a Standard or Premium Access may request a Remote Performance Verification (“RPV”). RPV enables the execution of automated diagnostic procedures via the associated software for the purpose of evaluating the Instrument’s operational status and fitness for service. The RPV process necessitates the manual connection of a designated accessory to the Instrument.

Upon execution of the RPV, the software shall generate diagnostic outcomes indicating a pass or fail status for each individual test performed. The RPV may be initiated by the Customer at any time and repeated without limitation.

Subject to applicable eligibility criteria, the results of such tests may be transmitted electronically to an authorized Eddyfi service center for review and validation by a qualified Eddyfi technician once per calendar year. Following successful validation, a certificate of verification shall be issued and made available to the Customer through Eddyfi's portal.

For the avoidance of doubt, the RPV process does not constitute a calibration of the Instrument, nor is it intended to replace calibration procedures as may be required under applicable standards, customer specifications, or regulatory requirements. It is the Customer's responsibility to ensure that any necessary calibrations are performed independently and in accordance with such obligations.

### **2.3. E-LEARNING**

The E-learning Benefit includes access, by the Customer and its designated employees, to a comprehensive suite of online training available through the Eddyfi Academy.

Under the E-learning Benefit, Customer will be provided with ten (10) E-learning credits per Access per year). One (1) credit grants a single user access to the complete training program available for one Instrument, including online sessions and materials ("Training Program").

The credits may be used to enroll the Customer's employees in the Training Program applicable to the Instrument.

Training Programs remain accessible to designated employee(s) for a period of one (1) year from the date of their enrollment.

E-Learning credits are non-transferable, non-monetizable, may not be commercialized and may only be used to access Training Programs related to the specific Instrument covered by the Customer's purchased Access.

Notwithstanding the Access Period, unused credits automatically expire at the end of each year and carry no value following their expiry.

Information provided in the Training Programs is intended for general knowledge purposes only and should not be taken as a substitute for professional advice.

### **2.4. DESKTOP COMPANION SOFTWARE**

Subject to availability, Customers with an Access that comprises the Desktop Companion Software Benefit will be granted a license code for the desktop software developed and provided by Eddyfi, meant for reviewing and analyzing data acquired with a portable Instrument.

The availability of Desktop Companion Software will vary depending on the Instrument. The Desktop Companion Software license is only available for portable Instruments and can only read data acquired by a portable instrument. For clarity, the Desktop Companion Software is not available for remote data acquisition units.

Desktop Companion Software is licensed on a per-seat basis and may only be used by Customer's employees.

The number of seats refers to the maximum number of users who may be concurrently licensed to use the Desktop Companion Software under one Access.

The licences to use the Desktop Companion Software are included in Accesses as outlined below:

- a. Essential Access: one (1) seat.
- b. Standard Access: three (3) seats.
- c. Premium Access: five (5) seats.

The licences to the Desktop Companion Software are limited to the Access Period and terminate upon its expiration, unless renewed.

Use of the Desktop Companion Software by the Customer shall be subject to its acceptance of the Software License Agreement which is available on Eddyfi's website: <https://www.eddyfi.com/en/salesterms>.

## 2.5. TECHNICAL SUPPORT

The Technical Support Benefit covers support provided by Eddyfi's technical specialists, engineers, or other qualified domain experts for general Instrument or software functionalities, troubleshooting, product usage, and general inquiries.

Customers who wish to use their Technical Support Benefit may submit a request through Eddyfi's call center, website forms, email, portal forms and through the "Get Assistance" feature available in most softwares.

Upon reception of a request, Eddyfi will make reasonable efforts to provide a first response within the following timescales:

<b>Technical Support</b>	<b>No Access</b>	<b>CSP Accesses</b>
First response time	24 hours	4 hours
Availability	Normal business hours / Work week	24 hours / Work week

Eddyfi may provide Technical Support through email and/or call, at Eddyfi's discretion.

Escalation to Application Assistance is only available to Customers who have purchased an Access and is subject to the terms of the Application Assistance clause.

## 2.6. APPLICATION ASSISTANCE

Customers who purchase an Access comprising the Application Assistance Benefit may receive tailored technical support services provided in relation to the Customer's specific use cases, inspection workflows or

operational requirements. Such assistance may include guidance on the configuration, setup, planning, optimisation of the Instrument, interpreting data or signals, and adapting the use of the Instrument to specific inspection requirements or workflows. First response time will be as set out in Section 2.5.

The Application Assistance Benefit provides the Customer with access to a technical specialist or subject matter expert for individualized support specifically focused on the application of the Instrument in the context of the Customer's inspection activities.

Any information or recommendations provided as an Application Assistance Benefit are for general guidance only and are not, nor should they be interpreted as, professional engineering, or other certified advice.

## **2.7. ACCIDENTAL DAMAGE PROTECTION**

Accidental Damage Protection provides Customers with Premium Access with a limited protection against accidental physical damage to the Instrument caused notably by impact and liquid exposure. The scope and applicability of protection may vary depending on the characteristics and known durability of the Instrument.

To claim under the Accidental Damage Protection Benefit, Customer must address a written request to Eddyfi as soon as possible after an accident has caused physical damage to the Instrument, but no later than 10 days following the accident. The request must detail the circumstances of the accident and the nature of the damage. Upon receipt of the request, Eddyfi will evaluate the reported accident and determine its eligibility under the Accidental Damage Protection Benefit. The Customer may be required to provide documentation or return the damaged Instrument for inspection as part of the evaluation process. Where Eddyfi concludes that the damage is eligible for coverage, Eddyfi will elect to repair or replace the Instrument, in whole or in part.

Accidental Damage Protection coverage is limited to a maximum of one (1) eligible accident per year. To benefit from the Accidental Damage Protection, Customer's Access must be active. Unused claim do not carry over to the next year.

Accidental Damage Protection coverage is non-transferable and applies solely to the Instrument covered under the Customer's active Premium Access.

The Accidental Damage Protection coverage does not extend to:

- a. Intentional damage, negligence or misuse;
- b. Accidents occurring outside the Access period;
- c. Loss or theft of the Instrument.

Accidental Damage Protection is intended for good faith, accidental damage only. In cases where a reported accident appears to be deliberate or otherwise inconsistent with expected usage patterns or instructions provided by Eddyfi — including but not limited to damage occurring near the end of the Access without a credible explanation — Eddyfi reserves the right to deny coverage or require the Customer to assume the cost of repair or replacement.

## **2.8. REFURBISHING**

Customers who have purchased a Premium Access are eligible to receive Refurbishing services. Refurbishing consists of maintenance and restoration activities relating to the aesthetic and structural components of the Instrument, whether external or internal, and is distinct from functional repair or calibration services. The scope of Refurbishing includes, without limitation, the cleaning, inspection, repair, and, where necessary, the replacement of non-functional physical elements such as screens, fasteners, bumpers, handles, doors, feet, knobs, panels, and other cosmetic or structural parts, whether located on the exterior or within the internal housing of the Instrument.

Refurbishing is intended to remedy visual or physical deterioration resulting from normal use over time, including but not limited to scratches, scuffs, wear of non-functional parts, faded or illegible labeling, and related aesthetic issues.

Refurbishing services shall be performed concurrently with Eddyfi's annual calibration service and are limited to one occurrence per Instrument per calendar year.

Notwithstanding the foregoing, Eddyfi reserves the right, in its sole discretion, to exclude certain components from Refurbishing due to technical limitations, material availability, or other operational considerations, as may be set forth in the applicable documentation or communicated in writing. For the avoidance of doubt, Refurbishing does not include or substitute for calibration services or functional repairs, which remain subject to separate terms and conditions.

## **2.9. CONNECTIVITY TOOLS**

The Connectivity Tools Benefits entitles Customers with a valid Access related to Instruments of portable line of products to access online cloud-based features, web conferencing, screen sharing, other collaborative services and functionalities.

Connectivity Tools are only available on certain portable Instruments and not for remote data acquisition units. Compatibility and performance of the Connectivity Tools may also vary depending on the Instrument's model and configuration. Eddyfi reserves the right to update, modify, or discontinue specific Connectivity Tools at its discretion.

Connectivity Tools may be subject to additional licensing, connectivity requirements, or third-party platform terms and conditions. Access to Connectivity Tools is subject to the acceptance, by the Customer, of the Software Licence Agreement, which is available on the Eddyfi's website at <https://www.eddyfi.com/en/salesterms>.

## **2.10. EXTENDED WARRANTY**

Customers having purchased a Premium Access are entitled to an extended warranty, which prolongs the standard Limited Product Warranty and Standard Limited Services Warranty, as described in Section 6, for the duration of the Access.

The Extended Warranty provides continued limited coverage for the repair or replacement of the Instrument due to defects in materials or workmanship.

Extended Warranty coverage does not apply to cosmetic damage and damage caused by misuse, unauthorized modifications, or external events beyond Eddyfi's control.

The Extended Warranty is valid only during the Premium Access Period and is subject to the same exclusions and limitations set forth in Eddyfi's Limited Product Warranty and the Limited Services Warranty as described in Eddyfi's General Terms and Conditions, which are available at <https://www.eddyfi.com/en/salesterms>. No additional warranty period is granted for repaired or replaced components under this clause.

### **3. CUSTOMER OBLIGATIONS**

#### **3.1. General**

The Customer shall:

- a. Ensure that all Instruments are used in accordance with Eddyfi's instructions, technical documentation, and applicable safety and regulatory requirements;
- b. Promptly report any issues, malfunctions, or service-related incidents to Eddyfi;
- c. Provide accurate and complete information when submitting support requests, service inquiries, or claims;
- d. Cooperate fully with Eddyfi personnel during diagnostics, remote support, maintenance, or on-site interventions, including granting reasonable access to equipment, facilities, and personnel as required;
- e. Maintain the Instrument in good condition, perform routine maintenance as instructed, and avoid any unauthorized repairs, alterations, or modifications;
- f. Refrain from transferring, sublicensing, or sharing access to credentials, software, or service to any third party.

Regarding Instrument access and availability, the Customer shall:

- a. Ensure that Instrument is accessible and available for service, Calibration, or maintenance at agreed-upon times;
- b. Ship equipment to Eddyfi service centers in accordance with RMA (Return Merchandise Authorization) procedures when applicable. In particular, the Instrument must be packaged per Eddyfi's instructions to prevent damage or deterioration during transit, considering the destination's remoteness and handling limitations.
- c. Assume responsibility for shipping, handling, and insurance of equipment unless otherwise agreed in writing.

Customer's failure to respect their obligations under this Agreement could result in Eddyfi withholding or cancelling all or part of the Access or Benefits.

Unless otherwise expressly agreed in writing by Eddyfi, the Access purchased by the Customer is strictly non-transferable and non-assignable. Any Benefits are granted solely in relation to the specific Instrument identified by its serial number and are limited to the Customer who originally purchased such Instrument. In the event the

Instrument is sold, transferred, or otherwise disposed of by the Customer prior to the expiration of the applicable Access term, the Access and its Benefits shall not transfer to any subsequent owner and shall become void.

### **3.2. Pricing and Payment Terms**

Continued Access to the CSP is subject to full and timely payment of applicable fees.

Unless otherwise stated in an official quotation, all CSP fees are payable within thirty (30) days of the invoice date ("net 30").

All Access purchases are final. Fees paid for Accesses are non-refundable, regardless of early cancellation or non-use, unless otherwise required by applicable law.

Subject to section 7, Eddyfi reserves the right to suspend, withhold, or terminate any CSP Benefit, including ongoing support, coverage, and renewals, in the event of non-payment, delayed payment, or if the Access has expired.

For Benefits requiring the return of Instruments, Customer shall bear all costs associated with shipping to and from Eddyfi facilities, including but not limited to freight, insurance, customs duties, and related handling fees. Any additional fees incurred during the provision of services, such as expedited shipping or customs clearance, shall also be the sole responsibility of the Customer.

## **4. INDEMNITY AND LIABILITY**

Eddyfi's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in products, services, software, documentation, or sitework supplied under this Agreement, shall be limited to the purchase price paid by the Customer for the applicable Access, pro-rated to reflect the remaining unexpired portion of the Access term at the time the claim arises.

In no case shall Eddyfi be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability or any other legal theory. Excluded damages include, but are not limited to; loss of profit, loss of savings, revenue or other commercial or economics losses, loss of use of the product or any associated equipment, downtime, loss of data, claims of third parties, including Customers, damage to property or injury to personnel.

Eddyfi shall not be liable for any delay or failure to its obligations under any CSP if such delay or failure is caused by circumstance beyond Eddyfi's control, including but not limited to labor dispute, strike, embargo, war, riot, insurrection, civil commotion, fire, flood, accident, storm, epidemic or any act of God, failure of supplies or transportation, governmental action or other causes beyond Eddyfi's reasonable control.

Eddyfi disclaims any liability arising from the use or reliance on information or recommendation issued or inferred from the provision of any Benefit, and makes no warranties, express or implied, regarding its accuracy, completeness, or fitness for a particular purpose. Customers remain solely responsible for their use of the Instrument, including for any decisions or actions taken (or not taken) based on the Application Assistance provided.



## **5. WARRANTIES**

Except as otherwise agreed to by Eddyfi in writing, any product and services supplied by Eddyfi (including any Instrument and Benefits) under this Agreement shall be subject to Eddyfi's limited product warranty and Eddyfi's limited services warranty, as described in Eddyfi's General Terms and Conditions, which are available at <https://www.eddyfi.com/en/salesterms>.

REGARDLESS OF WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICES WARRANTY SET FORTH HEREIN ARE EXCLUSIVE AND ARE LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY ARE THE SOLE LIABILITY OF EDDYFI WITH REGARD TO ITS PRODUCTS AND SERVICES.

## **6. INTELLECTUAL PROPERTY**

All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for same, copyright, design rights, database rights, moral rights, trade secrets, software, software development kits, rights in proprietary information ,to confidential information and know-how) in the products or services and any rights analogous to the same, anywhere in the world and existing at any time, shall belong to and remain vested in Eddyfi, whether considered background or foreground intellectual property.

Customer must not rebrand any product or container, document or object associated with same, or otherwise alter, remove, or tamper with any trademark or other marking appearing on any product or container, document or object associated with same, unless prior written approval is given by Eddyfi (which approval can be given or denied by Eddyfi at its discretion). Without limiting the foregoing, Customer must not label or relabel a product or a container, document or object associated with same or include any marking that could lead anyone to believe that Customer or any person other than Eddyfi is the manufacturer of the product.

Customer may provide, at its sole discretion, input on the products or services, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the products or services, and Eddyfi may use it freely without notice, restriction, or compensation.

## **7. TERM, RENEWAL AND TERMINATION**

### **7.1. Term**

Access shall commence on the Effective Date and remain in effect for the Access Period (the "Initial Period").

### **7.2. Termination**

Eddyfi reserves the right to terminate any Access, in whole or in part, with immediate effect upon written notice to the Customer if:

- a. the Customer breaches any material provision of this Agreement and fails to remedy such breach within five (5) days of receiving written notice thereof;
- b. the Customer becomes insolvent, enters into bankruptcy, or is otherwise unable to meet its financial obligations; or
- c. Eddyfi reasonably determines that continued provision of services or Benefits would violate applicable law or pose a risk to the safety, integrity, or lawful use of Eddyfi's products or services or of third parties.

Eddyfi may terminate this Agreement at any time upon written notice to Customer.

Upon termination under this section 7.3, all rights and benefits under the Access shall immediately cease, and Eddyfi shall have no further obligation to provide services to the Customer. Termination shall not affect any accrued rights or remedies of Eddyfi.

## 8. GENERAL PROVISIONS

The applicable law for any disputes arising under this Agreement shall be determined according to the following table provided, which specifies the governing law and forum based on the Eddyfi entity identified in the quotation. Each party agrees to submit to the jurisdiction of the specified forum and agrees that the specified law shall govern the interpretation and enforcement of this Agreement, without application of conflict of laws statutes and at the exclusion of the Vienna Convention of the United Nations on the International Sale of Goods.

Eddyfi Entity	Applicable Law
Eddyfi Canada Inc.	Laws of the Province of Quebec
Eddyfi Corp.	Texas State Law
Eddyfi Holding UK Ltd	English Law
Eddyfi International FZE	Laws of the Dubai International Financial Centre
Eddyfi Europe SAS	Laws of France

The Agreement shall be binding from the Effective Date. In the case of conflict between these Customer Service Program terms and conditions and any terms set forth on any document emitted by Customer, these terms and conditions shall prevail.

Customer further acknowledges and understands that purchase of any Instrument is subject to Eddyfi's Standard terms and conditions which are available at <https://www.eddyfi.com/en/salesterms> and that such terms and conditions supersede any previous or subsequent terms issued by the Customer in relation to the Instrument. In case of conflict between these Customer Service Program terms and conditions and Eddyfi's Standard terms and conditions, Eddyfi's standard terms and conditions shall prevail for those matters for which a conflict exists.