

## EDDYFI TECHNOLOGIES – SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (“**SSA**”) govern access to and use of the web-based software including related websites, dashboards, software, APIs, reports, visualizations, alerts, integrations, and support services provided by any entity of the Eddyfi Technologies group (“**Eddyfi**”) (collectively, the “**Platform Services**”), including, but not limited to WebMonitor™ and WebPIMS™.

The Platform Services may only be accessed and used by authorized users of organizations that have purchased or otherwise been granted rights to use the Platform Services under an order form, purchase order, subscription agreement, Eddyfi’s General Terms and Conditions of sale, or other written agreement with Eddyfi (the “**Purchase Agreement**”), of which this SSA form a part. Each such organization is referred to in this SSA as “**Customer**”. This SSA apply to each individual who accesses or uses the Platform Services on behalf of Customer (“**Authorized User**”).

By executing an applicable Purchase Agreement, creating an account, or accessing or using the Platform Services, Customer agrees to be bound by this SSA.

### 1. DEFINITIONS

For the purpose of this SSA:

- 1.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership or control of more than fifty percent (50%) of the voting interests of that entity.
- 1.2 “**Authorized User**” means an employee, contractor, consultant, or other individual authorized by Customer to access and use the Platform Services on Customer’s behalf, subject to the purchased subscription scope.
- 1.3 “**Customer Data**” means data, content, records, configurations, files, images, measurements, telemetry, sensor outputs, project information, locations, and other materials submitted to, transmitted through, collected via, or made available in the Platform Service by or on behalf of Customer, including from Devices.
- 1.4 “**Device**” means any sensor, logger, gateway, camera, instrument, hardware unit, equipment, machine, or other device that is owned or lawfully controlled by Customer and connected to or used with the Platform Services by or on behalf of Customer.
- 1.5 “**Documentation**” means Eddyfi’s user guides, technical manuals, API documentation, setup requirements, operating instructions, and policies made available to Customer.
- 1.6 “**Professional Services**” means implementation, onboarding, configuration, training, integration, consulting, reporting, or other services identified in an Purchase Agreement.
- 1.7 “**Service Data**” means data relating to the operation, support, use, performance, security, and improvement of the Platform Service, including metadata, logs, diagnostic information, and aggregated and de-identified analytics, excluding Customer Data in identifiable form.
- 1.8 “**Subscription Term**” means the period during which Customer is authorized to access and use the Platform Service as set out in the applicable Purchase Agreement.

### 2. ACCESS RIGHTS AND LICENSE

- 2.1 **Access Right.** Subject to Customer’s compliance with this SSA and the applicable Purchase Agreement, Eddyfi grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Platform Services for Customer’s internal business purposes.

**2.2 Authorized Users.** Customer may permit its Authorized Users to access and use the Platform Services solely on its behalf and remains responsible for all acts and omissions of its Authorized Users.

**2.3 Professional Services.** Any Professional Services shall be provided only if expressly stated in the applicable Purchase Agreement.

### **3. UPDATES, CHANGES, SUPPORT, AND MAINTENANCE**

**3.1 Platform Updates.** Eddyfi may from time to time perform updates, upgrades, patches, fixes, releases, maintenance, configuration changes, or other modifications to the Platform Services or related infrastructure (“**Platform Updates**”) for security, legal, technical, operational, maintenance, compatibility, performance, or functionality reasons. Customer acknowledges and agrees that Platform Updates may temporarily affect the availability, performance, accessibility, or functionality of the Platform Services or Customer Data.

**3.2 Planned Updates.** Where Eddyfi reasonably expects that a planned Platform Update will temporarily and materially affect Customer’s access to the Platform Services or Customer Data, Eddyfi will use commercially reasonable efforts to provide prior notice to Customer and to implement such update in a manner designed to minimize disruption.

**3.3 Urgent Updates.** Notwithstanding Section 3.2, Eddyfi shall not be required to provide advance notice of any Platform Update where Eddyfi reasonably determines that the update is urgent, including for security, vulnerability remediation, legal compliance, service protection, operational stability, or prevention of harm to the Platform Services, Customer, other customers, or third parties.

**3.4 Mandatory Updates.** Eddyfi may designate certain Platform Updates as mandatory where reasonably necessary for security, data protection, legal compliance, interoperability, service continuity, platform integrity, or remediation of defects or vulnerabilities. Customer shall promptly implement or cooperate with any actions required by Eddyfi in connection with a mandatory Platform Update. Customer may not defer, disable, or refuse any mandatory Platform Update. If Customer fails to implement or cooperate with a mandatory Platform Update, Eddyfi may suspend or restrict the affected Platform Services, and Eddyfi shall have no responsibility for any resulting security issue, incompatibility, service degradation, outage, alert failure, or other issue arising from such failure. Eddyfi may also decline to provide maintenance, support, or service credits in respect of such issues.

**3.5 Optional Feature Updates.** Eddyfi may also make available new features, enhancements, interface changes, modules, tools, or other functionality that are not necessary for security, legal compliance, or core service continuity. Unless otherwise stated, Eddyfi may determine whether optional Platform Updates are included in the existing subscription, offered at additional cost, or made available subject to specific technical requirements.

**3.6 Changes to Features.** Eddyfi may change, replace, enhance, discontinue, or remove features of the Platform Services from time to time, provided that Eddyfi will not materially reduce the core functionality of the Platform Services purchased by Customer during the applicable Subscription Term except where reasonably necessary for security, legal, technical, or third-party dependency reasons.

**3.7 Support During Update Periods.** Eddyfi shall not be required to provide maintenance or support services in respect of problems or issues arising from Customer’s use of the Platform Services during the period in which a Platform Update is being deployed or implemented, to the extent such problems or issues result from the Platform Update process itself or from temporary service impacts associated with that process.

**3.8 Support and Maintenance Limitations.** Eddyfi’s support and maintenance obligations apply only to supported versions, supported configurations, and Customer environments that comply with the Documentation and Eddyfi’s update requirements. Eddyfi may refuse or limit support where issues arise from unsupported systems,

Customer delay in implementing Mandatory Updates, misuse, third-party failures, or Customer infrastructure.

**3.9 Modification, Suspension, and Discontinuance.** Eddyfi may from time to time modify, replace, suspend, withdraw, or discontinue the Platform Services, or any part, feature, or functionality thereof, whether temporarily or permanently. Where reasonably practicable, Eddyfi will give Customer prior notice of any material modification, suspension, or discontinuance affecting the Platform Services. However, Eddyfi may make such changes immediately and without prior notice where reasonably necessary for maintenance, security, legal or regulatory compliance, technical integrity, third-party dependency changes, or to prevent harm to the Platform Services, Eddyfi, Customer, other customers, or third parties. Except as expressly provided in the applicable Purchase Agreement or another separate written agreement signed by Eddyfi, or as required by applicable law, Eddyfi shall have no liability to Customer or any third party for any modification, suspension, withdrawal, or discontinuance of the Platform Services or any part, feature, or functionality thereof.

#### **4. ACCEPTABLE USE, MISUSE, AND EXCESSIVE USE**

**4.1 Lawful Use.** Customer shall use the Platform Services only for lawful and authorized purposes and in accordance with this SSA, the Documentation, the applicable Purchase Agreement, and applicable law.

**4.2 Prohibited Conduct.** Customer shall not, and shall not permit any Authorized User or third party to:

- (a) use the Platform Services for any unlawful, fraudulent, infringing, harmful, or unauthorized purpose;
- (b) reproduce, copy, distribute, sell, resell, rent, lease, sublicense, exploit, or otherwise commercially use any portion of the Platform Services except as expressly permitted under this SSA or applicable Purchase Agreement;
- (c) transfer, assign, share, disclose, or otherwise permit any unauthorized third party to access the Platform Services or any rights granted under this SSA without Eddyfi's prior written consent;
- (d) exceed any agreed user, site, project, device, API, storage, processing, or other usage limits;
- (e) impose, or reasonably be expected to impose, an unreasonable, excessive, or disproportionate load on the Platform Services or on Eddyfi's or its third-party suppliers' systems or networks;
- (f) interfere with, disrupt, degrade, damage, or compromise the operation, integrity, security, or performance of the Platform Services;
- (g) bypass, disable, or defeat, or attempt to bypass, disable, or defeat, any authentication, security, access control, rate limiting, or other protective measure used by Eddyfi or its suppliers;
- (h) upload, transmit, or distribute any virus, malware, malicious code, spam, unauthorized autoresponder, or other harmful or disruptive material through or in connection with the Platform Services;
- (i) use any robot, crawler, scraper, spider, harvester, or other manual or automated means to access, monitor, index, extract, or copy any part of the Platform Services except through expressly authorized interfaces or features;
- (j) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, object code, underlying structure, ideas, know-how, or algorithms of the Platform Services, except to the limited extent such restriction is prohibited by applicable law;
- (k) modify, adapt, translate, or create derivative works of any part of the Platform Services except as expressly permitted by Eddyfi in writing;
- (l) use the Platform Services in a manner that adversely affects other customers, the availability of the Platform Services, or Eddyfi's relationships with its third-party suppliers; or
- (m) use the Platform Services in connection with any device that Customer does not own or lawfully control (including where Customer lacks the necessary rights and authorizations to connect and use such device with the Platform Services), except as expressly authorized by Eddyfi in writing;

**4.3 Excessive Use.** If Customer's use exceeds agreed limits or is materially abnormal, excessive, unreasonable, or likely to adversely affect the Platform Services, other customers, or Eddyfi's systems, Eddyfi may require Customer to reduce such use, purchase additional capacity or service tiers, or accept technical limits, and may throttle, restrict, suspend, or otherwise limit the relevant activity or access. Eddyfi may also charge additional fees where permitted under the applicable Purchase Agreement.

**4.4 Customer Environment.** Customer is responsible for its own Devices, servers, networks, browsers, operating environments, APIs, integrations, and other systems under its control. Eddyfi is not responsible for failures, latency, vulnerabilities, or performance issues caused by any of the foregoing or by third-party systems under Customer's control.

**4.5 Misuse.** Misuse of the Platform Services, including repeated excessive use, constitutes a material breach of this SSA and may result in suspension, restricted access, additional fees, or termination.

**4.6 Transfer of Devices.** If Customer sells, leases, transfers, assigns, or otherwise ceases to own any Customer Device in relation to which it accesses the Platform Services, Customer shall promptly notify Eddyfi, cease using the Platform Services in relation to that device, and remove or disable any associated access to the extent applicable. The transfer of any Customer Device does not transfer any right to access the Platform Services, Customer Data, historical records, reports, or other related data, and Eddyfi shall have no obligation to provide such access to any transferee unless and until that transferee enters into a separate agreement with Eddyfi.

## **5. DATA OWNERSHIP, USE RIGHTS, AND AI/ML DEVELOPMENT**

**5.1 Customer Data Ownership.** As between the Parties, Customer retains all right, title, and interest in and to Customer Data. For the avoidance of doubt, Customer Data does not include the Platform Services, databases (including database architecture, schemas, tables, fields, data models), data structures, compilations, arrangements, formats, report templates, visualizations, derived metadata, or other materials created by or for Eddyfi in connection with the Platform Services, except to the extent they incorporate Customer Data.

**5.2 License to Use Customer Data.** Customer grants Eddyfi, its Affiliates, subcontractors, hosting providers, and other service providers acting on its behalf a non-exclusive, worldwide, royalty-free right during the Subscription Term, and for any applicable retention, archival, or transition period thereafter, to host, copy, store, process, transmit, display, adapt for technical compatibility, analyze, and otherwise use Customer Data as necessary to: (a) provide, operate, maintain, support, and secure the Platform Services; (b) perform its obligations under the Purchase Agreement; (c) generate reports, visualizations, alerts, and analytics requested or configured by Customer; (d) carry out troubleshooting, testing, development, and service improvement; and (e) comply with applicable law or legal obligations.

**5.3 Site Photographs and Visual Records.** Without limiting Section 5.2, Customer acknowledges that site photographs, images, and other visual records uploaded to or generated within the Platform Services may be used by Eddyfi to provide the Platform Services, generate visualizations or reports, support incidents, improve image processing functionality, and maintain system integrity, subject to the confidentiality obligations in this SSA.

**5.4 Product Improvement; Analytics; AI/ML Use.** Eddyfi may use Customer Data and Service Data for internal research, testing, troubleshooting, service analytics, product development, quality assurance, feature development, and improvement of Platform Services. Eddyfi may also use Customer Data and Service Data to develop, train, test, validate, and improve machine learning, artificial intelligence, automation, image recognition, anomaly detection, predictive analytics, or similar models, tools, and product functionality, provided that Eddyfi shall not disclose Customer Data in identifiable form to other customers and Eddyfi shall implement reasonable measures to protect confidentiality. To the extent Eddyfi uses Customer Data for cross-customer model training, generalized product improvement, benchmarking, or similar purposes beyond the provision of services to the relevant Customer, Eddyfi shall do so only in aggregated, de-identified, anonymized, masked, or otherwise non-customer-identifiable form unless Customer has expressly agreed otherwise in writing.

**5.5 Aggregated and De-Identified Data.** Eddyfi may create, retain, use, disclose, and exploit aggregated, anonymized, or de-identified data derived from Customer Data and Service Data for lawful business purposes, including benchmarking, analytics, service improvement, product development, security, and machine learning

or artificial intelligence development, provided that such data does not identify Customer, its personnel, or specific sites unless otherwise agreed in writing. Eddyfi's rights under this Section shall survive expiration or termination of this SSA.

**5.6 Customer Responsibility.** Customer represents and warrants that it has all rights, consents, permissions, authorisations, and legal bases necessary to collect, use, process, disclose, and provide Customer Data to Eddyfi, and to grant the rights set out in this Section 5, including in respect of site photographs and any personal data included in Customer Data. Customer further represents and warrants that it has the lawful right to access and use any relevant infrastructure, systems, networks, devices, and locations in connection with the Platform Services.

## **6. DATA STORAGE, RETENTION, DELETION, AND ARCHIVING**

**6.1 Storage.** Eddyfi will store Customer Data for the duration of the Subscription Term in accordance with the applicable Purchase Agreement, Documentation, and Eddyfi's technical and operational policies.

**6.2 Processing Locations.** Customer acknowledges and agrees that Eddyfi and its Affiliates, agents, subprocessors, and service providers may process and store Customer Data in any jurisdiction in which they maintain facilities or operations, subject to applicable law and any applicable Data Processing Agreement.

**6.3 Information Security.** Eddyfi will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data, consistent with Eddyfi's then-current security practices and procedures. Eddyfi will notify Customer without undue delay after becoming aware of any actual unauthorized access to or compromise of Customer Data in Eddyfi's possession or control that materially affects Customer Data, and will provide reasonably available information concerning the incident as appropriate under the circumstances and applicable law.

**6.4 Monitoring.** Customer acknowledges and agrees that Eddyfi and its Affiliates, agents, and service providers may monitor, log, and analyze access to and use of the Platform Services to the extent reasonably necessary to provide the Platform Services, ensure security, verify compliance with this SSA, investigate suspected misuse, and comply with applicable law.

**6.5 Retention Period.** Unless otherwise agreed in writing, Eddyfi will retain Customer Data in the active Platform Services environment for the Subscription Term and for a subsequent period of three (3) years, or such other subsequent period as may be stated in the applicable Purchase Agreement or Documentation. Eddyfi's retention of Customer Data as part of the Platform Services does not constitute a backup, archival, or disaster recovery service unless expressly stated in the applicable Purchase Agreement.

**6.6 Deletion and Archiving Rights.** Eddyfi may delete Customer Data: (a) upon Customer's written instruction, subject to any legal, regulatory, backup, audit, technical, or operational constraints; (b) following expiration or termination of the Subscription Term and expiry of any post-termination retrieval period; (c) where retention is no longer necessary for the purposes for which the data were processed, subject to applicable law and Eddyfi's retention policies; or (d) where continued retention creates legal, security, technical, or operational risk.

**6.7 Archiving.** Instead of deletion, Eddyfi may archive Customer Data where Eddyfi reasonably determines that archiving is more appropriate for legal, technical, operational, backup, audit, or service-transition reasons. Archived data may be inaccessible or subject to delayed retrieval, restoration fees, storage fees, or other charges. Eddyfi may, at its discretion, offer archival storage, extended retention, data export, or restoration services as an additional billable service under a separate Purchase Agreement or fee schedule.

**6.8 Retrieval Period.** Following expiration or termination of the applicable Subscription Term, Customer may request export of Customer Data during a period of 60 days, after which Eddyfi may delete or archive the Customer Data in accordance with this Section.

**6.9 No Obligation to Retain Indefinitely.** Eddyfi has no obligation to retain Customer Data indefinitely, and Customer is responsible for exporting or preserving any Customer Data it wishes to keep beyond the applicable retention or retrieval period.

## **7. THIRD-PARTY SUPPLIERS, NETWORKS, AND DEPENDENCIES**

**7.1 Third-Party Dependencies.** The Platform Services may depend on third-party suppliers, including cloud hosting Eddyfis, telecommunications carriers, SMS providers, internet service providers, map providers, software vendors, hardware vendors, operating systems, browser providers, and infrastructure providers.

**7.2 No Responsibility for Third-Party Failures.** Eddyfi shall not be responsible for delays, outages, alert failures, degraded performance, data transmission issues, or other failures caused by third-party suppliers, third-party infrastructure, or changes to third-party services, including changes to interfaces, APIs, telecommunications availability, operating systems, browsers, or third-party hardware and software compatibility.

**7.3 Third-Party Changes.** Eddyfi may modify the Platform Services as reasonably necessary to respond to changes imposed by third-party suppliers or infrastructure providers, including changes affecting interoperability, functionality, communications, or supportability.

**7.4 Telecom and Alert Delivery.** Customer acknowledges that the Platform Services involve the transmission of data over the internet, telecommunications networks, and connected hardware environments, which are not under Eddyfi's control. Eddyfi does not operate or control such networks and is not responsible for delays, interruptions, interceptions, unauthorized access attempts, malicious code, or other issues arising from such environments except as expressly provided in a separate written agreement.

## **8. SERVICE AVAILABILITY, OUTAGES, AND FORCE MAJEURE**

**8.1 No Uninterrupted Service.** Eddyfi does not guarantee that the Platform Services will be uninterrupted or error-free unless expressly agreed to by Eddyfi.

**8.2 Scheduled Maintenance.** Eddyfi may perform scheduled maintenance, emergency maintenance, and operational changes that may temporarily affect availability.

**8.3 Outages.** Outages may result from maintenance, third-party failures, force majeure events, cyber incidents, telecom disruptions, internet disruptions, power failures, hardware failures, software defects, overload, security threats, or Customer-side issues.

**8.4 Excluded Outages.** Eddyfi shall not be liable for any outage, delay, degradation, or alert failure resulting from: (a) force majeure events; (b) failures of third-party suppliers or networks; (c) Customer systems, Devices, or Customer infrastructure; (d) Customer's failure to implement Mandatory Updates; (e) misuse or excessive use of the Platform Services; or (f) suspension permitted under this SSA.

**8.5 Force Majeure.** Neither Party shall be liable for delay or failure to perform due to causes beyond its reasonable control, including acts of God, natural disasters, war, civil unrest, labor disputes, epidemic, pandemic, government action, internet outage, telecommunications failure, cloud Eddyfi outage, cyberattack, power interruption, supplier failure, or interruption of transport or utilities.

**8.6 Extended Force Majeure Termination Right.** If a force majeure event causes a material interruption of the Platform Services for a continuous period of more than **eight (8) weeks**, and the affected services have not been restored to a materially usable state, either Party may terminate the affected Platform Services on written notice, without liability for such termination other than fees accrued up to the effective date of termination.

## **9. CUSTOMER RESPONSIBILITIES**

- 9.1** Customer is responsible for: (a) all Devices and Customer systems; (b) the configuration and suitability of alert thresholds, escalation paths, contact lists, and operational responses; (c) ensuring that Customer Data is accurate, lawful, and appropriately collected; (d) maintaining its own backup copies of Customer Data and its own business continuity and disaster recovery arrangements, where appropriate; (e) implementing any Customer-side requirements communicated by Eddyfi for updates, compatibility, security, or support; (f) ensuring that use of the Platform Services complies with all applicable laws and permits and (g) ensuring it has all rights, consents, permissions, and authorizations required to connect any Device (including any third-party-owned device) to the Platform Services.
- 9.2** Without limiting the terms set forth in Section 9.1 and Section 16 (Limitation; Exclusion of Liability, Eddyfi does not manufacture, supply, operate, control, or support devices not provided by Eddyfi (“Non-Eddyfi Device”). To the maximum extent permitted by law, Eddyfi has no responsibility or liability for any loss, damage, outage, performance issue, security vulnerability, data inaccuracy, data loss, alert failure, or other issue arising from or relating to (a) any Non-Eddyfi Device, (b) Customer’s connection or use of the Platform Services with any Non-Eddyfi Device, or (c) any act or omission of the applicable third-party device owner or supplier.
- 9.3** THE PLATFORM SERVICES DO NOT CONSTITUTE ENGINEERING, SAFETY, OPERATIONAL, OR PROFESSIONAL ADVICE UNLESS EXPRESSLY AGREED IN A SEPARATE WRITTEN AGREEMENT. Customer shall not rely solely on the Platform Services, alerts, visualizations, or analytics for safety-critical, emergency, engineering, or operational decisions unless expressly agreed otherwise in a separate written agreement.

## **10. INTELLECTUAL PROPERTY**

- 10.1 Eddyfi IP.** Eddyfi and its licensors retain all right, title, and interest in and to the Platform Services, Documentation, related software, algorithms, interfaces, workflows, models, report templates, content, trademarks, trade secrets, know-how, and all related intellectual property rights. Except for the limited rights expressly granted to Customer under this SSA, no rights are granted, assigned, or transferred to Customer, and all rights not expressly granted are reserved by Eddyfi and its licensors.
- 10.2 Feedback.** If Customer or any Authorized User provides any information, suggestions, enhancement requests, recommendations, comments, or other feedback regarding the Platform Services, or Eddyfi’s other products or services (“Feedback”), Customer agrees that: (a) such Feedback is provided voluntarily and is not Customer Confidential Information; (b) Eddyfi may already be considering or developing ideas, concepts, features, or materials similar to the Feedback; and (c) Customer grants Eddyfi a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable, sublicensable, non-exclusive right and license to use, reproduce, disclose, modify, adapt, incorporate, and otherwise exploit the Feedback for any lawful purpose, without restriction or obligation to Customer.

## **11. PRIVACY**

To the extent Eddyfi processes personal data in connection with the Platform Services, such processing shall be carried out in accordance with applicable law, Eddyfi’s applicable privacy notice, and any applicable Data Processing Agreement.

## **12. SUSPENSION**

Eddyfi may suspend access to all or part of the Platform Services immediately on notice, or without prior notice where reasonably necessary, if: (a) Customer breaches this SSA or the Purchase Agreement; (b) Customer fails to implement a Mandatory Update; (c) Customer misuse, excessive use, or Customer systems pose a security, performance, or operational risk; (d) Customer’s use adversely affects the Platform Services, Eddyfi systems, or other customers; (e) suspension is required by law, regulation, or a third-party supplier requirement; or (f) Customer fails to pay undisputed fees when due, subject to any cure period in the Purchase Agreement. Eddyfi will use reasonable efforts to limit the scope and duration of any suspension where practicable.

### **13. TERM AND TERMINATION**

**13.1 Term.** This SSA remain in effect for so long as any Purchase Agreement relating to the Platform Services remains in force.

**13.2 Termination for Cause.** Either Party may terminate the affected Platform Services or the applicable Purchase Agreement for material breach if the other Party fails to cure such breach within **thirty (30) days** after written notice, except where immediate suspension or termination is justified under this SSA.

**13.3 Effect of Termination.** On termination or expiry: (a) Customer's right to use the Platform Services ceases; (b) Eddyfi may disable access; (c) Customer Data shall be handled in accordance with Section 6; and (d) accrued payment obligations survive.

### **14. WARRANTIES DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SSA OR THE APPLICABLE PURCHASE AGREEMENT, THE PLATFORM SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EDDYFI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, RELIABILITY, TIMELINESS, PERFORMANCE, OR THAT THE PLATFORM SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR SAFETY-CRITICAL USE.

Without limiting the foregoing, Eddyfi does not warrant that Customer Devices will successfully connect to the Platform Services at all times or that all defects will be corrected within any particular timeframe, or at all.

### **15. INDEMNITY**

**15.1** Eddyfi will defend Customer against any third-party claim that the Platform Services, when used by Customer in accordance with this SSA, infringe any patent, copyright, trademark, or trade secret right enforceable in the United Kingdom, the European Union, or the United States, and will pay any damages, costs, and reasonable legal fees finally awarded against Customer or agreed in settlement by Eddyfi, provided that Customer promptly notifies Eddyfi of the claim, grants Eddyfi sole control of the defense and settlement, and provides reasonable cooperation at Eddyfi's expense. Eddyfi shall have no liability under this Section to the extent the claim arises from Customer instructions, specifications, or requirements, Customer Data, combinations not supplied or approved by Eddyfi, use not permitted by this SSA or the applicable Purchase Agreement, modifications not made by or for Eddyfi, or Customer's acts or omissions. If the Platform Services are, or are likely in Eddyfi's reasonable opinion to become, subject to such a claim, Eddyfi may, at its option and expense, modify or replace the affected Platform Services, obtain Customer's right to continue using them, or terminate the affected Platform Services and refund any prepaid fees for the unused portion of the applicable Subscription Term.

**15.2** Customer shall indemnify, defend, and hold harmless Eddyfi, its Affiliates, suppliers, and their respective officers, directors, employees, and contractors from and against any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) Customer's or any Authorized User's breach of this SSA or the applicable Purchase Agreement; (b) Customer Data; (c) Customer Devices, Customer infrastructure, or Customer systems; (d) Customer's unlawful, fraudulent, abusive, or unauthorized use of the Platform Services; or (e) Customer's lack of rights, permissions, or legal basis to provide Customer Data or connect devices, systems, or infrastructure to the Platform Services.

### **16. LIMITATION; EXCLUSION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDDYFI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR DATA, BUSINESS INTERRUPTION, OR FAILURE TO DETECT, PREVENT, OR RESPOND TO ANY INCIDENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, EDDYFI SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DELAY, ALERT FAILURE, OR SERVICE INTERRUPTION ARISING FROM THIRD-PARTY NETWORKS, THIRD-PARTY SUPPLIERS, TELECOMMUNICATION FAILURES, INTERNET FAILURES, CUSTOMER SYSTEMS, CUSTOMER DEVICES, OR CHANGES TO THIRD-PARTY SERVICES.

EDDYFI SHALL ALSO HAVE NO LIABILITY FOR: (a) any recommendations, suggestions, comments, forecasts, or guidance provided through the Platform Services; (b) any decisions, actions, or omissions taken by Customer in reliance on Customer Data, alerts, reports, visualizations, analytics, or other Service outputs; (c) the completeness, accuracy, timeliness, or suitability of Customer Data or related outputs; (d) the physical installation, placement, calibration, configuration, maintenance, or environmental suitability of Customer Devices; (e) failures resulting from incomplete, incorrect, defective, or incompatible installation of Customer Devices or from Customer-controlled software, hardware, firmware, data, systems, or other technology; (f) any loss, corruption, or destruction of data or storage media in Customer’s possession or control; or (g) Customer’s failure to comply with Eddyfi’s reasonable written instructions, Documentation, support notices, or update requirements.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDDYFI’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PLATFORM SERVICES SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE PLATFORM SERVICES UNDER THE APPLICABLE PURCHASE AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. If the Platform Services are provided without charge, Eddyfi shall have no liability arising out of or relating to such use to the maximum extent permitted by law.

Nothing in this SSA excludes or limits liability to the extent such liability cannot be excluded or limited under applicable law.

**17. GENERAL**

**17.1** Unless expressly stated otherwise, the following order of precedence applies in the event of conflict: the separately negotiated applicable Purchase Agreement; this SSA; any general terms of sale; and the Documentation.

**17.2** Eddyfi may update this SSA from time to time. Any updated terms will apply from the effective date stated by Eddyfi, provided that no update will materially reduce Customer’s rights during a current Subscription Term except where required for security, legal, regulatory, or technical reasons.

**17.3** Eddyfi may, without further notice, subcontract any part of the Platform Services.

**17.4** This SSA shall be governed by and construed in accordance with laws of the countries/states/provinces listed below, depending on the Eddyfi entity contracting under the Purchasing 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.

<b>Eddyfi Entity</b>	<b>Applicable Law</b>	<b>Competent Courts/Tribunals</b>
Eddyfi Africa (Pty) Ltd	South Africa	Cape Town, South Africa
Eddyfi Australia Pty Ltd.	Australia	Western Australia, Australia
Eddyfi Tecnologias e Solucios Ltda	Brazil	São Paulo, Brazil
Eddyfi Canada Inc. Eddyfi Robotics Inc. Pavemetrics Systems Inc.	Province of Quebec	Quebec City, Canada
Eddyfi Corp.	Texas, USA	Harris County, Texas, USA
Eddyfi China Co Ltd	People’s Republic of China	Chengdu, China
Eddyfi Europe SAS	France	Paris, France
Eddyfi Germany GmbH	Germany	Hambourg, Germany

Eddyfi UK Ltd Sisgeo S.R.L.	England and Wales	London, United Kingdom
Eddyfi International FZE	Dubai International Financial Centre	Dubai International Financial Centre
Eddify Singapore Pte. Ltd	Singapore	Singapore
Sisgeo Latinoamerica SAS	Colombia	Bogotá, Colombia
Huggenberger AG Physik Instrumente	Switzerland	Horgen, Switzerland

**17.5** Any provisions that by their nature should survive termination shall survive, including provisions relating to payment, confidentiality, data use rights, limitations of liability, and dispute resolution.