Ardexa General Terms and Conditions

These General Terms and Conditions, together with all attachments, quotations, schedules, addenda, exhibits, statements of work and documents at referenced URLs, ("**Agreement**") is entered into on the Order is fully executed ("**Commencement Date**"), by and between the Ardexa entity ("**Ardexa**") and the entity identified as "Client" ("**Client**"), each as set forth on the signature block of this Agreement. The Agreement, together with an Order, as defined below, shall govern the relationship between Ardexa and the Client in relation to the provision of the Ardexa Platform, as defined below, and of associated services to the Client.

1.   ARDEXA PLATFORM ACCESS

1.1   Ardexa Platform. During the term indicated on an Order (the "**Order Term**") and subject to the terms and conditions of this Agreement, Ardexa grants Client a limited, non-exclusive, non-transferable, non-sublicensable right, during the Order Term, to (i) access and use the Ardexa Platform on approved Devices for Client's business purposes, (ii) to install and use, in object code format, the Downloadable Software solely as part of the Ardexa Platform in accordance with the Documentation, and (iii) use the Documentation. In each case, Client's access and use is restricted to the limitations of the Service Packages selected in an Order. Client may make the Ardexa Platform available for use by Client's Contractors; provided that Contractors may only use the Ardexa Platform to provide services to Client and not for Contractors' own purposes.

1.2   On-Premise Installation. If indicated on an Order, Ardexa grants the Client a limited, non-exclusive, non-transferable, non-sublicensable right (except to Customers as indicated herein) to install and use the Ardexa Hosted Service in object code format (the "**Ardexa On-Premise Services**").To perform Ardexa's obligations under this Agreement, Client must provide Ardexa with access to the Ardexa On-Premises Service at times reasonably requested by Ardexa.

1.3   Managed Service Provider Relationship. If indicated on an Order, Client may permit Customers to access and use the Ardexa Platform in accordance with Section 1.1 above for the internal business purpose of each Customer. Client is responsible for providing all support directly to Client's Customers and Ardexa will not provide direct support to Customers. FOR THE AVOIDANCE OF DOUBT, ALL OF CLIENT'S CUSTOMERS SHALL LOOK SOLELY TO CLIENT TO SATISFY ANY OBLIGATIONS UNDER THE AGREEMENT BETWEEN CLIENT AND A CUSTOMER.

1.4   Authorized Users. Client will only provide access to the Ardexa Platform to Authorized Users. Ardexa will provide individual log-in details associated with the Client for each Authorized User. Client will provide the necessary details about the Authorized Users to enable Ardexa to generate such log-in details. The Client is responsible for the use of the Ardexa Platform by any Authorized User the same way as if the Client uses the Ardexa Platform itself.

1.5   Affiliate Purchases. The parties agree that their respective Affiliates may also conduct business under this Agreement by entering into Orders. Accordingly, where Affiliates of the parties conduct business hereunder, references to Client herein shall include any applicable Client Affiliate, and references to Ardexa herein shall include any applicable Ardexa Affiliate. The parties agree that where either of them or one of their Affiliates enters into an Order with an Affiliate of the other party, that such Affiliate shall be solely responsible for performing all of its obligations under this Agreement in connection with such Order.

2.   DEVICES

2.1   Device Procurement by Ardexa. Ardexa may procure a Device(s) on behalf of Client. Ardexa will order the Device in the quantity set out in the Order. Ardexa will configure the Ardexa Platform, including the Device that shall be shipped to Client and installed by Client on-site at Client's location. Acceptance of the Ardexa Platform by the Client is deemed to occur upon the Client's receipt of the Device. All Devices are procured by Ardexa through a third-party partner or manufacturer.

2.2   Device Procured by Client. Client may source Devices directly from a manufacturer where Client will take responsibility for installation and configuration of the Ardexa Platform on such Device. Acceptance of the Ardexa Platform by Client is deemed to occur upon the grant of access to the Ardexa Platform to Client by Ardexa.

2.3   Device Acknowledgement. In all cases, Client acknowledges that:

   i.   Ardexa will provide Client information about different Device options based on requirements provided by Client and the compatibility of such Device with the Ardexa Platform.

   ii.   Client is responsible for determining which Device is suitable for the purpose, requirements and use intended by Client.

   iii.   Any Device will be delivered to the Client at the delivery address(es) specified by the Client.

   iv.   All risk of loss to the Device will pass to Client upon delivery of the Device to the Client.

2.4   Device Disclaimer. All Devices are subject to the warranties provided by the respective third-party manufacturer. Ardexa will pass through to the Client any warranties provided by the third-party manufacturer to the extent permitted by law. In the event a Device is proven to be materially defective during the Device Warranty Period, subject to Section 11 below and except as otherwise required by applicable law, Client's sole and exclusive remedy, and Ardexa's entire liability, shall be, at Ardexa's option, to either repair or replace the defective Device as described in the Support and Service Level Policy. To the maximum extent permitted under applicable law, Ardexa expressly disclaims any and all other warranties, whether express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, and guarantees, with respect to Devices. Ardexa's liability arising out of Devices is subject to the provisions as set forth in Section 11 below, however the liability under Section 11.3 a) below is limited to the total fees paid by Client for the Device. Client is directed to seek support, address any discovered defects, and pursue any liability claims related to Devices directly with the third-party manufacturer, and Client acknowledges that any recourse for such matters lies solely with the third-party manufacturer. Nothing in this paragraph excludes or limits any rights Client may have in relation to hidden defects if so recognized by applicable law. Client acknowledges that any primary recourse for manufacturing or design defects in the Devices lies with the manufacturer's warranty, subject to any non-excludable rights under applicable law.

2.5   Confirmation. Client will confirm receipt of the Device and/or access to the Ardexa Platform via email to Ardexa within two (2) business days. If such confirmation is not received upon request by Ardexa, it will be deemed received within one (1) week of the Device being shipped to Client or provisioning of Client to the Ardexa Platform, whichever occurs first.

3.   CLIENT'S OBLIGATIONS

3.1   Restrictions. Except as expressly permitted under this Agreement, Client shall not (and Customer shall not permit any Authorized Users to) (i) except as permitted by applicable law, copy, reproduce, transfer, license, assign, distribute, translate, reverse engineer, decompile,

disassemble, modify or create derivative works based on the Ardexa Platform, (ii) directly or indirectly: sell, rent, lease, transfer, assign, offer any time-sharing arrangement, service bureau or any service based upon the Ardexa Platform (except as permitted under Section 1.3 to the extent permitted on an Order); (iii) interfere with the integrity or performance of the Ardexa Platform, including executing (or attempting to execute) any malware or viruses in the Ardexa Platform; (iv) remove or obscure any proprietary notices or labels of Ardexa or its licensors or suppliers on the Ardexa Platform; (v) make the Ardexa Platform available to third parties (except Customers and Contractors); (vi) use the Ardexa Platform to compete with Ardexa or monitor its availability, functionality or performance, or for any other competitive purpose; or (vii) violate a third party's rights or applicable law while using the Ardexa Platform.

3.2 <u>Client Responsibilities</u>. In addition to the responsibilities outlined in the shared responsibility model contained within the Documentation, Client is responsible for: (i) support and maintenance of any Device and other infrastructure operated by the Client to access the Ardexa Platform; (ii) take all reasonable precautions to ensure the security of access to the Ardexa Platform by its Authorized Users as well as the security of the Device; (iii) using the latest, unaltered current release of the Ardexa Platform; (iv) monitoring the Ardexa Platform and taking actions wherever necessary to rectify the support, maintenance, operation or security of the Ardexa Platform or Device; and (iv) the legality, reliability, integrity, accuracy and quality of, and all consents and authorizations in connection with, the Client Data.

4. SERVICES AND SERVICE LEVELS

4.1 <u>Support and Service Levels</u>. Ardexa will use commercially reasonable efforts to maintain the service levels for the Ardexa Hosted Service as stated in Schedule A: Support and Service Level Policy.

4.2 <u>Support Services</u>. Support Services will be delivered remotely to Client during the applicable Order Term in accordance with the Support and Service Level Policy and any specifications, if any, stated in an Order. Support Services are not delivered on-site at Client's location. Ardexa shall not be obligated to provide Support Services for any software or service other than the Ardexa Platform.

4.3 <u>Other Services</u>. In the event that Ardexa provides Implementation Services and/or Professional Services, the scope of such Implementation and/or Professional Services will be detailed on an Order. To the extent necessary, any additional terms and conditions will be included at the time of purchasing such Professional Services.

5. PAYMENT OF FEES

5.1 <u>Fees</u>. Client must pay any applicable Fees as invoiced to Client by Ardexa in accordance with the Order. The Fees for the Ardexa Platform start on the date Client Data is first collected from any Device, unless a fixed date is noted on the Order. All Implementation Services and Professional Services are invoiced upon commencement of such services unless stated otherwise in an Order. Unless otherwise agreed in an Order, Fees are due within 30 days following invoice date. Client will pay a late fee of 1.5% per month or the maximum amount allowed under applicable law, whichever is lower, on all balances not paid when due. The Fees for the current year as of the Commencement Date are attached as Schedule C to this Agreement.

5.2 <u>Taxes</u>. All fees stated on an Order are exclusive of any applicable sales, use, value-added, import or export and excise taxes (collectively, "**Taxes**"). Taxes do not include taxes on the net income of Ardexa or any of its Affiliates. Unless Client provides evidence of an exemption from the relevant Taxes, Client will pay and be solely responsible for all Taxes and will gross up any payment to include such Taxes. If a taxing authority pursues Ardexa for unpaid Taxes for which Client is responsible for under this Agreement and which Client did not pay Ardexa, Ardexa may invoice Client and Client will pay such Taxes, including all

applicable interest and penalties, to Ardexa or directly to the taxing authority with receipt of payment to Ardexa.

5.3   <u>True-Up</u>. No more than once per contract quarter (meaning a three-month period calculated from the Commencement Date of the applicable Order), Ardexa may verify Client's use of the Ardexa Platform to determine if Client's use exceeds any Service Package limitations in an applicable Order. To the extent Client has exceeded such Service Package limitations, Client agrees that Ardexa will invoice Client for the difference in fees paid and the fees that should have been paid in accordance with the terms of the applicable Order and this Agreement. A refusal or unreasonable delay of the Client in providing such access without a reasonable justification will entitle Ardexa to act reasonably and in good faith, including to decide to terminate this Agreement in accordance with Section 13.3.

5.4   <u>Future Functionality</u>. Client's purchase is not dependent on any oral or written comments made by Ardexa regarding future functionality or features. Client understands and agrees that any features or functions of the Ardexa Platform, which are not currently available or not currently available as a GA release, may not be delivered on time or at all. Client is purchasing the Ardexa Platform based solely upon functionality and features that are currently available at the time of executing an Order. The development, release and timing of any features or functionality remains in Ardexa's sole discretion.

6.   CONFIDENTIAL INFORMATION

6.1   <u>Use of Confidential Information</u>. Notwithstanding the provisions of the German Trade Secrets Act (GeschGehG), all Confidential Information, including trade secrets, disclosed by one party to the other party is to be treated as confidential. The recipient shall keep the Confidential Information in strict confidence during the Agreement Term and thereafter. Except as otherwise required by law or approved in writing by the disclosing party, the recipient may not disclose any Confidential Information: (i) to any person or entity other than Authorized Users to the extent required to be able to access and use or provide the Ardexa Platform and/or the applicable Ardexa Services; (ii) to a third party without the disclosing party's prior written authorization (except in connection with (a) the enforcement of a party's rights under this Agreement or (b) a potential merger, acquisition or sales of all or substantially all of a party's assets). The recipient acknowledges that trade secrets are subject to indefinite protection and agrees to take all necessary measures to protect such trade secrets from unauthorized use or disclosure, both during and after the Agreement Term.

6.2   <u>Compelled Disclosure</u>. If the receiving party is requested or legally compelled (by valid and effective subpoena or order issued by either a court of competent jurisdiction), or is required by a regulatory body, to disclose Confidential Information of the disclosing party, the receiving party shall, unless prohibited by force of law: (i) provide the disclosing party with prompt notice (so long as time permits) of any such request or requirement before disclosure so that the disclosing party may seek an appropriate protective order or other appropriate remedy; and (ii) provide reasonable assistance to the disclosing party in obtaining any such protective order. If the receiving party is nonetheless legally compelled or otherwise required to disclose, the receiving party will furnish only that portion of the Confidential Information that is legally required and shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed.

7.   INTELLECTUAL PROPERTY RIGHTS

7.1   <u>Client Data Ownership</u>. Client (or its Customer, as the case may be) owns all rights, title and interest in and to all of the Client Data. Client grants Ardexa non-exclusive, non-transferable, the right to use, store, process, transmit, and disclose to service providers, and copy for back-up purposes, any Client Data to the extent necessary to provide the Ardexa Platform to the Client under the Agreement.

7.2   De-Identified Data. Subject to Ardexa's confidentiality obligations under this Agreement, Ardexa will have the right to use Client Data that Ardexa has de-identified, and may have also aggregated, using standard industry practices such as masking to avoid identifying or associating with you or a specific individual or company ("**De-Identified Data**"). Such de-identification shall meet any applicable legal standards for de-identifying data, ensuring that re-identification is not reasonably possible. Ardexa will use De-Identified Data to enhance the quality and functionality of the Ardexa Platform and associated Services. Ardexa may also use De-Identified Data for research or statistical purposes. For the avoidance of doubt, De-Identified Data is not Client Data. Ardexa shall not use De-Identified Data in any manner that could harm Client's legitimate business interests or competitive position.

7.3   Usage Data. Ardexa may collect tracking and operational data related to Client's and Client's Authorized Users' use of the Ardexa Platform ("**Usage Data**") and may analyze, modify, and reproduce Usage Data to provide, improve, and maintain the Service. Usage Data is Ardexa's Confidential Information. Ardexa shall not disclose Usage Data to third parties except (1) in aggregated and de-identified form or (2) when necessary to provision the Ardexa Platform and fulfill Ardexa's obligations under this Agreement.

7.4   Ardexa Intellectual Property Rights. Ardexa and its licensors (if applicable) own all Intellectual Property Rights in the Ardexa Platform. Ardexa is entitled without restriction to fully use, exploit and market the Ardexa Platform in any form and by any means. Except as otherwise expressly stated in this Agreement, this Agreement does not grant the Client or any Authorised User any rights, including Intellectual Property Rights, or licenses to or in the Ardexa Platform.

7.5   Third-Party Components. Further, Client acknowledges that the Ardexa Platform may contain third party components subject to third party or open source license terms ("**Separate License**"). This Agreement does not alter any rights Client might have with respect to a third party component under such Separate License and, to the extent there is a conflict between the Separate License and this Agreement, the Separate License takes precedence with respect to such third party component. Separate Licenses do not impose any additional restrictions or obligations on the use of the Ardexa Platform under this Agreement.

7.6   Third-Party Software. To the extent not prohibited by applicable law, Ardexa disclaims all warranties and assumes no liability for any third party components, code or software ("**Third-Party Software**") that are (1) either used by Client under the terms of such Separate License contrary to the license contained in this Agreement, (2) not provided by Ardexa but integrated with the Ardexa Platform. Any Third-Party Software that may be provided with the Ardexa Platform is included for use at Client's option. Ardexa is not responsible for any Third-Party Software and shall have no liability for Client's use of Third Party Software.

7.7   Ideas. Subject to Ardexa's confidentiality obligations and unless otherwise stated in additional terms related to Professional Services performed by Ardexa, Ardexa is permitted to exercise all rights in any suggestions, ideas, or other feedback Client or Client's Authorized Users provide to Ardexa about the Ardexa Platform and associated services (collectively, "**Ideas**") without restriction and without compensating Client. Any integrations with, and customizations to, the Ardexa Platform developed by Ardexa under consideration of Ideas are the exclusive intellectual property rights of Ardexa.

8.   **PRIVACY.** The parties agree to comply with applicable data privacy law. Ardexa does not collect personal information other than the name and email of Authorized Users who need access to the Ardexa Platform. Ardexa will only use this information to provide the Ardexa Platform and associated services.

9.   **SECURITY**. Client is responsible for any security measures as outlined in the shared

responsibility model in the Documentation. Ardexa shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including measures to protect against unauthorized or unlawful processing and against accidental loss, destruction, or damage of Client Data (a "**Security Incident**"). Ardexa shall notify Client of any significant Security Incident without undue delay upon becoming aware of a Security Incident.

10. WARRANTIES; DISCLAIMER

10.1   Product Performance Warranty. Ardexa warrants that, during the applicable Order Term, the Ardexa Platform, in the form provided by Ardexa, will materially perform in accordance with the Documentation. Nothing in this Section shall limit or exclude any liability that cannot be excluded under applicable law, including hidden defects or willful misconduct (as applicable).

10.2   Services Warranty. Ardexa will perform the Support Services in accordance with the Support and Service Level Agreement and any Implementation Service and Professional Services in a professional, workmanlike, manner in accordance with generally accepted industry practice using personnel with the necessary skills, experience, and training and in accordance with the terms of the Order.

10.3   Remedies for Warranty Breach. In the event of a breach of any of the foregoing warranties in Sections 10.1 and 10.2, subject to Section 11 below and except as otherwise required by applicable law, Client's sole and exclusive remedy is limited to correction of the non-conforming Ardexa Platform or re-performance of the applicable Ardexa Services, as applicable, and, if correction or re-performance is not commercially feasible within thirty (30) days of receipt of notice from Client, then Client may terminate the applicable Order upon written notice to Ardexa, and Ardexa shall promptly refund to Client all prepaid, unused fees paid by Client to Ardexa under such terminated Order.

10.4   Updates. Ardexa reserves the right to modify, amend, make enhancements, updates, or new releases to the Ardexa Platform or any part of it, including any changes to functionality or features (each, an "**Update**"), as Ardexa determines necessary or appropriate in its sole discretion. Client may from time-to-time opt not to apply an Update and continue to use a superseded version of the Ardexa Downloadable Software or Ardexa On-Premise Services.

10.5   **Disclaimer. To the maximum extent permitted by applicable law, and except as expressly provided in this Agreement, Ardexa does not make any warranty or guaranty or condition of any kind, whether express, implied, statutory or otherwise, and Ardexa specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, and guarantees, to the maximum extent permitted by law. Except to the extent otherwise required by applicable law and as expressly provided herein, the Ardexa Platform and any associated services are provided "as is". Ardexa does not warrant that the operation of the Ardexa Platform will be uninterrupted, error free, free of viruses or malware, or that any third-party components of the Ardexa Platform, will be accurate or error free or that the Ardexa Platform will be compatible with any particular application, program or software not specifically identified as compatible by Ardexa. The Ardexa Platform is not designed, manufactured or intended for use in environments or applications that may lead to death, personal injury, physical property or environmental damage. Any such use is at the Client's own risk and cost. Nothing in this clause excludes or limits Ardexa's liability for personal injury, death, fraud, willful misconduct, hidden defects, or any other liability that cannot be excluded under applicable law.**

11. LIMITATION OF LIABILITY

11.1 Ardexa's liability shall not be limited for: (a) losses caused intentionally or by gross negligence; (b) death, personal injury or damage to health; (c) losses in accordance with the German Product Liability Act in the event of product liability; nor (d) in any other cases where it cannot be limited under applicable German Law.

11.2 Ardexa shall be liable for losses caused by the breach of its primary obligations. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the parties may rely. If Ardexa breaches its primary obligations through simple negligence, then its liability shall be limited to the losses typical and foreseeable at the time of the conclusion of the Agreement.

11.3 Save for the stipulation in Section 11.1 and 11.2, the following restrictions shall apply

(a) Ardexa's total liability for simple negligence under Section 11.2. with respect to one Order for typical and foreseeable losses shall be limited for any and all damages to the maximum of the single amount of the order value (100%) of the affected Order in the calendar year where the losses occurred. For the avoidance of doubt, this limitation of liability applies regardless of its legal cause (e.g. because of non- performance, impossibility of performance, warranty, delay, fault at conclusion of contract, breach of accessory obligation, rescission, tort). The parties agree that this limitation is fair in light of the potential damages of Client and the potential damages that can happen under the Agreement.

(b) The no-fault liability in the German Civil Code (BGB) according to Section 536a para.1 Alt. 1 BGB for defects that exist at the time of conclusion of this Agreement or of the respective Order is excluded.

11.4 Except as expressly set out in Sections 11.1, 11.2, and 11.3, Ardexa's Liability shall be excluded.

11.5 Ardexa may invoke contributory negligence on Client's part. Client is especially obliged to perform routine backups and employ virus protection according to the current state of the art. Routine backups must occur at adequate intervals, but at least once a day, so that data can be restored with reasonable effort. In the case of a loss of data culpably caused by Ardexa, Ardexa's liability is limited to the expenses that are incurred if routine backups are properly made and virus protection properly employed.

11.6 Without prejudice to (a) Client's rights under § 812 BGB (German Civil Code) and (b) Section 11 of this Agreement, Client's rights under § 536 BGB (German Civil Code) are hereby excluded.

12. INDEMNIFICATION

12.1 <u>By Client</u>. Client will, at its expense, defense or settle any claim brought against Ardexa or its Affiliates (i) by an unaffiliated third-party that the Client Data, or Customer's use of the Ardexa Platform, infringes the intellectual property rights of a third-party or violates applicable law or (ii) any claim brought by a Customer ("**Client Claim**") and will indemnify Ardexa against and pay (i) any settlement of such Client Claim consented to by Ardexa or (ii) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Client Claim.

12.2 <u>Indemnification Conditions</u>. The obligations of the parties in this Section 11 are conditioned upon the indemnified party ("**Indemnitee**") (i) notifying the indemnifying party

("**Indemnitor**") promptly in writing of any threatened or pending claim for which indemnification is being sought ("**Claim**"), provided that failure to provide such notice will only relieve Indemnitor of its obligations under this Section 11 to the extent its ability to defend or settle an applicable Claim is materially prejudiced by such failure to provide notice, (ii) giving Indemnitor, at Indemnitor's expense, reasonable assistance and information requested by Indemnitor in connection with the defense and/or settlement of the Claim and (iii) tendering to Indemnitor sole control over the defense and settlement of the Claim. Indemnitee's counsel will have the right to participate in the defense of the Claim, at Indemnitee's own expense. Indemnitee will not, without the prior written consent of Indemnitor, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any Claim other than Ardexa may agree to the obligation for Client to cease using the Ardexa Platform.

13. TERM, TERMINATION AND SUSPENSION

13.1   Agreement Term. This Agreement commences on the Commencement Date and continues until terminated in accordance with the terms of Section 12.3 below (the "**Agreement Term**"). Notwithstanding the expiration of this Agreement, its terms will continue to apply to any Order that has not been terminated and for which the Order has not yet expired or terminated.

13.2   Order Term. The Ardexa Platform and associated services are made available for an initial term as specified in the applicable Order ("**Initial Order Term**"). Unless otherwise specified in the Order, the Order will automatically renew for twelve (12) months (each a "**Renewal Order Term**," and together with the Initial Order Term, the "**Order Term**") unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Ardexa reserves the right to modify the fees or terms applicable to any Renewal Term prior to commencement of the Renewal Term.

13.3   Termination. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party if there are no Orders in effect or prior to a Renewal Order Term. Neither party may terminate an Order for convenience. Either party may terminate this Agreement, together with any pending Order, if (i) the other party breaches any of its obligations under this Agreement capable of remedy and fails to remedy that breach within 30 days (or 15 days for non-payment) after receiving notice requiring it to do so; (ii) the other party ceases to carry on business; or (iii) any step is taken to enter into any arrangement between the other party and its creditors or to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator of the whole or any part of the other party's assets or business.

13.4   Suspension. Ardexa may suspend access to the Ardexa Platform without notice to Client to address security concerns. Ardexa may suspend access to the Ardexa Platform with reasonable advance notice to Client to perform maintenance or implement updates. Ardexa may also indefinitely suspend or terminate access without notice or refund if the Ardexa Platform is misused in violation of this Agreement or applicable laws, or if security is compromised by Client.

13.5   Effect of Termination. Upon the termination of this Agreement: (i) any licenses granted under this Agreement will immediately terminate; (ii) Ardexa will immediately disable the Client's and its Authorized Users' access to the Ardexa Platform and cease providing any associated services to the Client; and the Client will immediately: (1) cease to access and use the Ardexa Platform; (2) cease to use the Intellectual Property Rights of Ardexa; and (3) pay all sums owing to Ardexa pursuant to this Agreement.

13.6   Deletion of Client Data. Ardexa may, at any time after 30 days from termination, delete the Client Data, unless otherwise required by law.

14.   FORCE MAJEURE. Except for obligations to payment, neither party will be liable to the other for delay or failure to perform its obligations under this Agreement if such delay or failure is caused by declaration of war, strikes, acts of God or the public enemy, riots, compliance with government laws and regulations, pandemic, inability to secure necessary governmental priorities or any fault beyond its reasonable control ("**Force Majeure Event**"). The affected party shall: (i) promptly notify the other party of the Force Majeure Event and its expected duration; (ii) use reasonable efforts to mitigate the effects of the Force Majeure Event; and (iii) resume performance as soon as reasonably possible after the Force Majeure Event ends. If such Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected Order(s) by providing written notice to the other party, without penalty, except for any accrued payment obligations. In the event of such termination, Ardexa shall refund any prepaid fees for services not rendered on a pro-rata basis.

15.   GENERAL

15.1   <u>Compliance with Applicable Law</u>. Both parties shall comply with law applicable to performing their respective obligations under this Agreement.

15.2   <u>Publicity</u>. Ardexa may use the Client's name and company logo as well as services used as a reference for marketing or promotional purposes on Ardexa's website or in its marketing and promotional materials, including in any communication with existing or potential Ardexa's clients, subject to Client's prior writing consent. Client may use Ardexa's name, marks or logo in any publications or promotional materials subject to Ardexa's prior written consent.

15.3   <u>Assignment</u>. The parties may not assign this Agreement to a third party without the prior written consent of the other party; except an assignment to an Affiliate that is able to satisfy the obligations of this Agreement or in connection with a merger or sale of all or substantially all of the assigning party's assets or stock. Subject to this Section, this Agreement will be binding upon and inure to the benefit for each party's respective permitted successors and assigns.

15.4   <u>Export Control</u>. Each party shall comply with all applicable export control laws and regulations, including but not limited to the Australian Defence Export Controls, the EU Dual-Use Regulation, and the U.S. Export Administration Regulations. Client shall be primarily responsible for obtaining any necessary licenses and permits for the export, re-export, or transfer of the Ardexa Platform. Client represents that, Client is not located in, and will not export, re-export, access or use, or permit any person to export, re-export, access or use, the Ardexa Platform in any embargoed country or region of the U.S., United Kingdom, EU or Australia, or export, re-export, access or use the Ardexa Platform contrary to any U.S., United Kingdom, EU or Australia export laws or regulations. Client acknowledges that remote access may in certain circumstances be considered a re-export. The parties shall cooperate in good faith to address any export control issues that may arise.

15.5   <u>Industry-Specific Regulations</u>. If Client operates in the energy, water, or another regulated infrastructure sector subject to sector-specific laws, Client is responsible for ensuring that its use of the Ardexa Platform meets applicable industry-specific compliance requirements. Ardexa will provide reasonably requested technical information about the Ardexa Platform to facilitate such compliance, but Ardexa is not responsible for ensuring that the Client's specific operational environment or usage meets sector-specific legal or regulatory obligations.

15.6   <u>Severability</u>. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intention and the remaining provisions will remain in full force and effect.

15.7   <u>Waiver</u>. Failure, neglect or delay by any party to enforce the provisions of this

Agreement or it's rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement, and no waiver will be binding unless made in an express writing signed by the waiving party.

15.8   Notices. Each party notifying or giving notice under this Agreement will do so in writing via email addressed to the other party: (i) in the case of Ardexa, to legal@ardexa.com; and (ii) in the case of the Client, as specified in the Client's Ardexa Account. A notice given via email in accordance with this clause is deemed received on the date the date on which the recipient acknowledges receipt of the email by reply to the sender's email; or three (3) days after the emails is sent by the sender, whichever is earlier.

15.9   Entire Agreement. This Agreement (including any Orders, linked materials and Attachments) is the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any prior agreement, oral or written and any other communications between the parties in relation to the subject matter of this Agreement. This Agreement may be amended solely by a written amendment signed by both parties. The parties expressly agree that this Agreement and any amendments may be executed by electronic signature. Documents signed electronically shall have the same legal effect as handwritten signatures and original documents. Each party agrees that the electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms. Any clause headings have been inserted for convenience only and will not be taken into account in interpreting the Agreement. Words importing the singular will include the plural and vice versa. A reference to a person includes an individual, a corporate or unincorporated body (whether or not having separate legal personality). Client expressly acknowledges having had the opportunity to review this Agreement prior to execution, has understood this Agreement in its entirety, and expressly accepts it. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguity shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

15.10   Governing Law. This Agreement shall be governed by and constructed in accordance with the the laws of Federal Republic of Germany, without regard to any conflict-of-law provisions that would require application of another jurisdiction's law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement. The courts of Munich, Germany shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any questions regarding its existence, validity, or termination). Each party irrevocably submits to the exclusive jurisdiction of those courts and waives any objection based on *forum non conveniens* or similar principles. Nothing in this Agreement shall limit the parties' rights under any non-waivable provisions of German law, including mandatory consumer protection or other statutory requirements that cannot be contractually excluded in a business-to-business context. Where mandatory German or EU rules provide specific protections or remedies, those rules shall prevail over any inconsistent terms in this Agreement.

15.11   Languages. This Agreement is concluded in the English language. Any translation into other languages is provided for convenience only. In case of a conflict or inconsistency between the English language version and any other translation, the English language version prevails.

16.   DEFINITIONS

In this Agreement and any Orders, the following definitions apply unless specified otherwise:

16.1   **Affiliates** means, with a respect to a party, any entity that controls, is controlled by, or which is under common control with such party, where "control" means ownership of fifty percent (50%) or more of the outstanding shares or securities representing the right to vote in the election of directors or other management of operations of such party.

16.2   **Ardexa Platform** means the Ardexa solution as specified in the Service Package. It includes (i) either the Ardexa Hosted Services or the Ardexa On-Premise Services and (ii) the Ardexa Downloadable Software and any Updates thereto.

16.3   **Ardexa Downloadable Software** means the downloadable software, including any agents, plugins and Linux images, deployed within Client's infrastructure or installed on a Device. It interfaces with local systems to collect Client Data for secure transmission to the hosted portion and facilitates remote plant control.

16.4   **Ardexa Hosted Services** means the software-as-a-service portion of the Ardexa Platform.

16.5   **Ardexa Services** means Support Services, Implementation Services, Professional Services and any other services purchased by Client as indicated in an Order. For the avoidance of doubt, Support Services are always included with a license to the Ardexa Platform.

16.6   **Authorized Users** means Client, its Affiliates and their respective employees, agents, Contractors, or Customers of the Client who are authorized by the Client to use the Ardexa Platform on Client's behalf.

16.7   **Business Hours** means the hours of 9:00am to 5:00pm Monday to Friday, excluding public holidays, in the following time zones:

(a) For USA clients, EST

(b) For EU clients, CET

(c) For Australian/Asian clients, AEDT.

16.8   **Confidential Information** means information of a party that is proprietary or confidential and is disclosed by that party to the other party under and for the purposes of this Agreement. Confidential Information excludes information that: (i) was or becomes generally known to the public other than as a result of a disclosure by the recipient in violation of this Agreement; (ii) was known, without restriction as to use or disclosure, by the recipient prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the recipient without access to any Confidential Information of the disclosing party.

16.9   **Client Data** means any content, materials, data and information, including personal information of Client or an Authorized User, that Client or an Authorized User enters into the Ardexa Platform, or specific data that is derived from Client's or an Authorized User's use of the Ardexa Platform, as long as such derivative work is not a standard component of the Ardexa Platform itself or provided by Ardexa under this Agreement without the use of the Client Data.

16.10   **Contractors** means a third-party under written agreement with Client that needs access to the Ardexa Platform.

16.11   **Customer** means the entities to which the Client provides services in the conduct of its business via, using or making available access to the Ardexa Platform.

16.12   **Device** means any computer or similar physical-, virtual- or container-based hardware

configured with the Ardexa Platform**.**

16.13 **Documentation** means the current version of the Ardexa documentation publicly accessible at https://docs.ardexa.com/knowledge and http://docs.ardexa.apiary.io/.

16.14 **Fees** means the fees payable by the Client to Ardexa in consideration of the license and all services provided by Ardexa under this Agreement.

16.15 **Implementation Services** means any implementation services provided as part of the initial Ardexa Platform configuration.

16.16 **Order** means Client's purchase subject to the terms of this Agreement by either (1) issuing an official Client purchase order that is expressly accepted by Ardexa by signature (but excluding any preprinted terms), (2) approving (through signature) an Ardexa Quotation offered by Ardexa, (3) a click-to-aceept acceptance by Client of an Ardexa Quotation, or (4) a similar written documentation approved by Client and Ardexa.

16.17 **Professional Services** means any project management, consulting, advisory, training or similar additional services.

16.18 **Quotation** or **Quote** means an Ardexa commercial offer for the Ardexa Platform and any associated services that Client may accept by issuing an Order.

16.19 **Service Package** means the specific set of specifications, functionality and applicable pricing for the use of the Ardexa Platform and provision of services, which the Client selects when completing the Order and is stated in Schedule B.

16.20 **Support Services** means support and maintenance services provided with the Ardexa Platform.

Schedule A: Ardexa Support and Service Level Policy

This Support and Service Level Policy outlines the general procedures and commitments related to Support Services and availability of the Ardexa Hosted Service.

Part 1. Scope of Support Services for the Ardexa Platform

If at any time the Ardexa Platform shows an error, including any failure to collect relevant data from Client's infrastructure, or any failure to control relevant machine from Client's infrastructure ("**Errors**"), Client shall inform Ardexa as soon as reasonably practicable through Support Services. Client will provide a precise description of the error together with all related information available in order to facilitate the identification of the cause and necessary corrective action by Ardexa. If, upon investigation, a reported error is determined outside the scope of Ardexa's responsibility, Ardexa will notify Client.

Support Channels

There are two official support channels. Support requests must enter one of the two channels by Client for the support ticket to be valid. These channels are:
- *Via Ardexa App*: Located in the bottom right corner of the Ardexa App via the "Help" icon.
- *Via Email*: support@ardexa.com

There are three unofficial support channels. These are generally provided for greater levels of collaboration, however any support requests on these channels will not be a recognised and turned into a support ticket. These channels are:
- *Via Slack*: Ardexa may provide a dedicated Slack channel per client and we encourage clients to join the collaboration group for a more effective and efficient communication (written, file exchange, voice, video) method, or
- *Via MS TEAMS*: For clients that prefer or require TEAMS, Ardexa may provide a dedicated TEAMS channel per client for group collaboration group for a more effective and efficient communication (written, file exchange, voice, video) method; or
- *Via Clickup*: Ardexa may provide a dedicated Clickup channel per client. This is a task management application and enables the client to see tasks, issues, timing and other relevant information.

When Contacting Ardexa Support
- Provide accurate and complete information about the issue.
- Please include screenshots and a detailed text description of the issue.
- Where applicable, include screenshot of error message and/or related log entry.
- Please include correct email and phone details (including country code)

Response Guidelines

Priority Level	Level Definition	Support Coverage	Time to Initial Response	Maximum Duration to Provide Updates
P1	Critical issue causing total system outage and unusable application	24/7/365	4 Hours	8Hours
P2	Major issue causing significant impact to multiple users	Business Hours Only	4 Business Hours	8 Business Hours
P3	Minor issue causing minimal user impact	Business Hours Only	8 Business Hours	24 Business Hours
P4	Comment or general request question	Business Hours Only	8 Business Hours	120 Business Hours

Part 2. Scope of Support for Devices Procured by Ardexa

Where a defect is discovered in a Device procured through Ardexa, Ardexa will work with the Client to repair or replace such Device through the manufacturer of such Device ("**Return Merchandise Authorization**" or "**RMA**").

Process

1. Client will collaborate with Ardexa Support to diagnose the issue and determine the appropriate course of action. If an RMA is approved, Client must ensure the Device is securely packaged and shipped back to Ardexa within five (5) business days. Client will ship device at Client's own cost to an address specified by Ardexa at the time of the RMA approval.

2. Upon receipt of the Device, Ardexa will evaluate the Device to determine whether it qualifies for warranty coverage under the terms of the manufacturer agreement. Warranty eligibility will be assessed based on the nature of the defect, the warranty period, and compliance with the Client's obligations under this Agreement. Ardexa will notify the Client of the warranty determination within ten (10) business days of receiving the Device.

3. If the Device is determined to be warranty-eligible, Ardexa will ship a replacement Device to Client within five (5) business days of the warranty determination. The replacement will be shipped to Client. Client is responsible for installing the replacement Device unless otherwise agreed in writing.

4. If the returned Device is determined to be non-warranty-eligible, Ardexa will notify the Client and provide a quotation for the replacement or repaired Device (or any

portion thereof). Client must agree to an Order before Ardexa proceeds with shipment of a replacement Device or repair of the existing Device. Client is responsible for all costs associated with the replacement or repair, including shipping, unless otherwise agreed in writing.

Part 3. Service Level Agreement for Ardexa Hosted Service

Definitions

"Availability" means the percentage of total time over the course of a calendar month, that the Ardexa Hosted Service is accessible to Authorized Users.

"**Scheduled Maintenance Window**" means a period of time, not to exceed eight hours per calendar month, of which Ardexa has given notice to Client in advance, during which Ardexa performs maintenance on the Ardexa Hosted Service.

"**Service Credit**" means a monetary credit that will be credited toward future payments to Ardexa.

"**Unavailability**" means Authorized Users are not able to login to the Ardexa Hosted Service and access Client Data. For the avoidance of doubt, the Ardexa Hosted Service will be deemed "available" so long as Authorized Users are able to login to the Ardexa Hosted Service and access Client Data.

Maintenance

Ardexa carries out general maintenance and Updates on the Ardexa Hosted Service on a regular basis. Most of these tasks can be undertaken without system interruption. From time to time, Ardexa will require a temporary suspension of Ardexa Hosted Service to undertake maintenance or Updates that cannot be otherwise complete. In such cases, Ardexa will provide reasonable and proportionate notice ahead of time, considering Client needs, security of the Ardexa Hosted Service and preservation of data integrity.

Where a longer suspension of services is required, Ardexa will consider the time windows that least affect normal client operations. In any case, this suspension of services will be planned so as not to lose any data through the process.

Service Level Agreement

Excluding Unavailability caused by (1) Scheduled Maintenance Windows, (2) failure of the Internet, telecommunications or hosting providers, or power outages; (3) Client's negligence, abuse, or misuse of the Ardexa Platform; (4) failure or misapplication by Client of (i) a Device, if applicable, (ii) any other equipment, hardware or machinery used by Client, or (iii) Third Party Software; (5) suspension of access to the Ardexa Platform pursuant to the provisions of the Agreement; (6) third-party Device modification; (7) unforeseeable factors beyond the reasonable control and without the fault of Ardexa that cannot be overcome despite the use of ordinary diligence (collectively, the "**Uptime Exclusions**"), Ardexa will maintain 99.0% availability of the Ardexa Hosted Service for each calendar month during the term of this Agreement ("**Monthly Uptime Percentage**").

If the availability of the Ardexa Hosted Service goes below the Monthly Uptime Percentage (except as a result of the Uptime Exclusions) for two (2) consecutive months, Ardexa will provide Client with Service Credits described below upon Customer's written request, which must be made within thirty (30) days of the calendar month that the applicable Unavailability occurred.

Monthly Uptime Percentage	Service Credit
Below 99.0% but above 98.0%	10% of fees paid toward the Ardexa Platform in the calendar month of the applicable Unavailability
Below 98.0%	20% of fees paid toward the Ardexa Platform in the calendar month of the applicable Unavailability

Subject to Section 11 below and except as otherwise required by applicable law, Client's exclusive remedy and Ardexa's sole obligation in the event of Unavailability shall be to provide Service Credits in accordance with this Support and Service Level Policy.

<u>Schedule B</u>: Services Schedule

The following is included in the Service Package purchased by Client in an Order.
[<mark>Sales to Provide Separately</mark>]

Schedule C: Pricing Schedule

Fees for the Order Term are as indicated in the Order. In the event Client requires additional services or expansion of existing services, pricing is as follows:

[Sales to Provide Separately]

All Fees outlined in this Agreement are subject to an annual adjustment based on the relevant labour or cost indices. Such increases will apply to all new or renewal purchases as of 1 January each year. Client may request the current list of Fees from Ardexa at any time. Annual price adjustments do not apply to Fees that have been pre-paid under an Order.