

Lake MES Platform Terms

Version 1.0, effective October 5, 2026. Published at <https://www.lakeco.com/legal/platform-terms>, where each prior version remains available.

These Lake MES Platform Terms (these “Platform Terms”) govern each Order Form that references them. These Platform Terms, together with each Order Form and Statement of Work that references them, form the agreement (this “Agreement”) between The Lake Companies, LLC, a Wisconsin limited liability company with offices located at 301 N Broadway, Suite 114, De Pere, WI 54115 (“Provider”), and the customer identified in the Order Form (“Customer”). The “Effective Date” is the date on which Customer first accepts an Order Form that references these Platform Terms. Provider and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

SECTION 1. PURPOSE AND STRUCTURE

These Platform Terms govern the licensing of Software, the provision of hosted services, the purchase of Hardware, and the performance of support and professional services by Provider for Customer under Order Forms and Statements of Work that reference these Platform Terms.

Under these Platform Terms, the Parties may enter into:

- **Order Forms** for the purchase and licensing of The Lake Companies’ software products (either on-premises or subscription-based), or the purchase of Hardware,
- **Statements of Work (“SOWs”)** for the provision of professional or implementation services, and other exhibits, addenda, or policies incorporated by reference, including any applicable **Support Policy** or **Service Level Agreement**.

Each Order Form and SOW is subject to and governed by the terms of this Agreement. In the event of any conflict between this Agreement and an Order Form or SOW, the terms of the Order Form or SOW will control **only with respect to the subject matter of that document**, unless such document explicitly states that it overrides this Agreement.

An Order Form is required in connection with the purchase or licensing of Software products, and in connection with the purchase of Hardware. Engagements involving Professional Services only are governed solely by this Agreement and the applicable Statement of Work; no Order Form is required for such engagements.

The following exhibits are incorporated by reference: Exhibit A (Support Policy), Exhibit B (Change Order Form). Exhibit C (Data Processing Addendum) applies as provided in Section 8.5. Exhibit D (Hardware and Devices Addendum) is incorporated by reference solely with respect to any Order Form that includes Hardware, and has no application to an Order Form for Software or Services only.

This Agreement does not obligate either party to enter into any Order Form or SOW. Any such commitment becomes binding only when the applicable document is signed by both Parties or, for an Order Form, accepted by Customer as provided below.

Acceptance and authority. An Order Form that references these Platform Terms is Provider’s offer when Provider delivers it to Customer, and it remains open for acceptance until the expiration date stated in it. Customer accepts an Order Form by signing it or by accepting it electronically, including by checking the acceptance box and clicking to

accept in Provider's electronic signature system. On acceptance, the Order Form binds both Parties and incorporates the version of these Platform Terms identified in it, without any further signature by Provider. Provider's name and electronic signature on the Order Form as issued are Provider's signature. The individual who accepts an Order Form for Customer represents and warrants that he or she is authorized to bind Customer to it, including to the conversion of Customer's Legacy Licenses under Section 3.12. The Parties agree that an Order Form accepted in this way is a writing signed by both Parties for all purposes, including any provision of a Prior Agreement that requires an amendment or modification to be in a writing signed by both parties. Provider's electronic records of the acceptance, including the name, title, and email address of the person accepting, the date and time, and the documents presented, are evidence of Customer's acceptance.

Versions of these Platform Terms. Provider publishes these Platform Terms at <https://www.lakeco.com/legal/platform-terms>, identified by version number and effective date, and keeps each prior version available there. Each Order Form is governed by the version identified in it. Provider may publish new versions from time to time. A new version applies to Customer only (a) to an Order Form that identifies it, or (b) from the start of Customer's next renewal term, if Provider notifies Customer of the new version at least one hundred twenty (120) days before that renewal term begins, so that Customer may give notice of non-renewal under Section 13. A new version never applies during a term that has already begun, except as the Parties agree in writing.

Relationship to a signed Master Services Agreement. These Platform Terms do not amend or supersede a Master Services Agreement that the Parties have signed on Provider's form dated September 29, 2026 or later. That Master Services Agreement continues to govern the Order Forms and Statements of Work that reference it.

SECTION 2. DEFINITIONS

2.1 "AFFILIATE"

means any entity that is directly or indirectly controlling, controlled by, or under common control with a Party, where "control" means the power to direct or cause the direction of the management and policies of such entity, whether through ownership, voting securities, contract, or otherwise.

2.2 "CHANGE ORDER"

means a mutually executed written amendment to an existing Statement of Work that modifies its scope, timeline, deliverables, pricing, or other terms.

2.3 "CONFIDENTIAL INFORMATION"

means all nonpublic information disclosed by either Party to the other Party that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully known by the receiving Party before disclosure; (c) is received from a third party without breach of any obligation; or (d) was independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

2.4 "CUSTOMER DATA"

means all data, content, and other materials that Customer or its users input into or generate using the Services.

2.5 "DELIVERABLES"

means the work product or results explicitly identified in a Statement of Work to be delivered to Customer as part of the Services. Deliverables do not include Software.

2.6 “DEVICE” OR “HARDWARE”

means a gateway, edge appliance, controller, sensor, adapter, cable, mounting assembly, or other tangible equipment supplied by Provider under an Order Form, including Provider-branded Devices and Third-Party Hardware. The terms are used interchangeably in this Agreement.

2.7 “DOCUMENTATION”

means user manuals, training materials, product specifications, and other materials made available by Provider to describe the functionality or use of the Software or Services.

2.8 “FIRMWARE”

means the embedded software supplied by a Device’s manufacturer that is preinstalled on, supplied for, or delivered as an update to the Device, in object code form only. Provider’s own application logic loaded onto a Device is Device Configuration, defined below and addressed in Section D9 of Exhibit D.

2.9 “DEVICE CONFIGURATION”

means the application or configuration Provider creates to connect a Device’s inputs and outputs to Customer’s designated data points, and that Provider loads onto a Device before shipment or by later update under Section D9(c) of Exhibit D. Device Configuration is distinct from Firmware and is addressed in Section D9 of Exhibit D.

2.10 “LEGACY LICENSE”

means any license to Provider software granted to Customer before the Effective Date under a Prior Agreement, whether perpetual or for a term, together with any maintenance or support entitlement associated with it.

2.11 “MACHINE DATA”

means data generated by, collected from, or derived from Customer’s production equipment, machine controls, sensors, or Devices, including but not limited to power and cycle process state, active program, operating mode, part and operation identifiers as reported by the machine control, quality disposition, alarms and alarm codes, tool identifiers, manual override percentages, and sensor readings each with associated timestamps and equipment identifiers. Metrics such as but not limited to, utilization, overall equipment effectiveness, downtime categorization and monetization, and other analytics are calculated from Machine Data using Provider’s methodology and are not themselves Machine Data; such metrics are Customer Data, and Provider may use them in De-identified and aggregated form under Section 8.3. Machine Data does not include data drawn from Customer’s ERP or other business systems, in each case regardless of whether Provider receives such data through a connector, manual entry, or file import, and regardless of the system in which such data resides at any given time, including job or work order identifiers, part numbers (other than part and operation identifiers as reported by a machine control), employee identifiers, customer names, quantities, pricing, and planned, standard, or estimated time values.

2.12 “ORDER FORM”

means a written or electronic ordering document, including a Platform Order Form, that is signed by both Parties or accepted by Customer as provided in Section 1, and that identifies the Software licensed by Customer, the Hardware purchased by Customer, or both, the applicable term, user limits, pricing, and other commercial details. Each Order Form is subject to this Agreement.

2.13 “PRIOR AGREEMENT”

means any software license agreement, maintenance or support agreement, service level agreement, order form, quotation, estimate, limited availability or evaluation agreement, or other agreement relating to Provider software or services that was entered into between Customer and Provider, or Provider’s predecessor in interest The Lake Companies, Inc., before the Effective Date.

2.14 “SERVICE LEVEL AGREEMENT” OR “SLA”

means the document or policy, if any, separately provided by Provider and incorporated by reference, that describes the service levels, incident response targets, or remedies applicable to the Software or Services.

2.15 “SERVICES”

means the professional, implementation, consulting, development, or training services performed by Provider, as described in a Statement of Work.

2.16 “SOFTWARE”

means Provider’s proprietary software products identified in an Order Form, which may be delivered either (a) as a hosted, subscription-based service (“SaaS”), or (b) as an installable version that Customer deploys in an environment Customer owns or controls, licensed under a Subscription License or, where an Order Form expressly so states, a perpetual license. Software includes updates or enhancements provided as part of support or maintenance, but does not include third-party software or open-source components.

2.17 “STATEMENT OF WORK” OR “SOW”

means a written document executed by the Parties that describes the scope, deliverables, schedule, responsibilities, pricing, and assumptions for professional Services.

2.18 “SUBSCRIPTION LICENSE”

means a license, for a Subscription Term only, to install and use Software in object code form in an environment owned or controlled by Customer (including Customer’s own Infor CloudSuite or other cloud tenancy), as identified in an Order Form. A Subscription License is not SaaS: Provider does not host or operate Software licensed under a Subscription License, and no perpetual license is granted.

2.19 “SUBSCRIPTION TERM”

means the period during which Customer is authorized to access and use SaaS Software, or to use Software under a Subscription License, as set forth in an Order Form, including any renewal.

2.20 “SUPPORT POLICY”

means the document attached hereto as **Exhibit A** and incorporated by reference, which describes Provider’s support processes, contact methods, severity levels, and response targets for the Software. The Support Policy may be updated by Provider from time to time, provided that no such update materially reduces the support levels applicable during a current Subscription Term or Maintenance period.

2.21 “THIRD-PARTY HARDWARE”

means Hardware manufactured by a third party and resold or otherwise provided by Provider.

2.22 “THIRD-PARTY SOFTWARE”

means software, libraries, or components that are not proprietary to Provider and are licensed to Provider or Customer by a third party under separate terms. Third-Party Software may include open-source software or commercial software packaged with or required to operate the Software.

2.23 “USER”

means an individual authorized by Customer to access or use the Software, whether directly or indirectly, under Customer’s account or control. Each User must be a natural person unless otherwise specified in the applicable Order Form.

2.24 “PRODUCTION ENVIRONMENT”

means a live environment in which the Software is used by Customer to conduct its actual business operations, process real data, or support end users.

2.25 “NON-PRODUCTION ENVIRONMENT”

means a non-live environment such as development, testing, training, or sandbox environments used solely for internal evaluation, experimentation, or support of Customer’s implementation efforts.

2.26 “ERROR”

means a failure of the Software to perform in material conformance with its Documentation, including critical bugs, faults, or reproducible issues that disrupt normal operations.

SECTION 3. LICENSE GRANTS

3.1 SOFTWARE LICENSE GRANTS

Subject to the terms and conditions of this Agreement and the applicable Order Form, Provider grants to Customer a limited, non-exclusive, non-transferable right to access and use the Software solely for Customer’s internal business purposes during the applicable Subscription Term (for SaaS and Subscription Licenses) or license term (for any perpetual license), and in accordance with any user or usage limitations specified in the applicable Order Form.

- **For SaaS Software:** Customer is granted access to the hosted Software for the duration of the Subscription Term. Provider shall host and operate the Software in a production environment and make it available to Customer over the internet. Provider may suspend access to the Software in the event of non-payment, security threat, or material breach, with prior notice where reasonably practicable.
- **For Subscription License Software:** Customer is granted a Subscription License to install and use the Software in object code form on systems owned or controlled by Customer at the designated location(s) specified in the applicable Order Form, for the Subscription Term only. Use outside these locations requires prior written approval by Provider. Unless the applicable Order Form expressly states that a license is perpetual, all Software installed in an environment owned or controlled by Customer, including Software that Customer licensed before the Effective Date under a Prior Agreement (which converts under Section 3.12), is licensed as a Subscription License, and no perpetual license is granted or implied. When the Subscription Term expires or is terminated, Customer’s right to use that Software ends, and Customer will uninstall it and, upon Provider’s request, certify the uninstallation in writing within thirty (30) days.

3.2 USE BY AFFILIATES, CONTRACTORS, AND CONSULTANTS

Customer’s Affiliates may access and use the Software under this Agreement, provided that such use is governed by the terms of this Agreement and the applicable Order Form. In addition, Customer may permit its contractors and consultants to access and use the Software solely for Customer’s benefit and under Customer’s direct control, provided that Customer remains responsible for their compliance with this Agreement.

3.3 LICENSE RESTRICTIONS

Except as expressly permitted by this Agreement, Customer shall not (and shall not permit any third party to):

- copy, modify, or create derivative works of the Software;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Software;
- sublicense, sell, rent, lease, transfer, or otherwise distribute the Software to any third party;
- use the Software in a service bureau, outsourcing, or managed services arrangement for third parties;

- circumvent or disable any license key, user limit, or access control feature;
- access or use the Software in excess of the limits set forth in the applicable Order Form.
- Customer will not modify stored procedures supplied as part of the Software except through Provider's documented extension tools (e.g., SDK, Mongoose Toolset) or as authorized in writing by Provider, and Provider has no support or warranty obligation for issues caused by such modifications. For Provider-hosted Software, stored-procedure modifications are made only by Provider.

For clarity, Provider does not deliver or license any source code unless expressly agreed in writing in an applicable Order Form or Statement of Work.

For Provider-hosted Software, Customer will not connect, and will not permit any third party to connect, artificial-intelligence tools, replication tools, ETL tools, or other software directly to the Provider-hosted data store in which Machine Data or other Customer Data reside, whether by direct database connection, API, or any other method not expressly authorized in writing by Provider. Programmatic access beyond the Software's standard features is available under a separate Order Form or Statement of Work, through the connection methods stated there. Nothing in this paragraph limits Customer's ownership of Customer Data or its access and export rights under Sections 7 and 13.

3.4 CUSTOM CODE AND DELIVERABLES

From time to time, Provider may create custom configurations, reports, scripts, or code (including modifications to Syteline or other systems) for Customer as part of the Services. Unless otherwise specified in the applicable SOW, such Deliverables are licensed to Customer for internal use. Provider retains ownership of all templates, tools, utilities, and methods used to create such Deliverables and may reuse them in future engagements.

3.5 THIRD-PARTY SOFTWARE

The Software may include or interoperate with Third-Party Software subject to separate license terms. Customer's use of such Third-Party Software is governed solely by the applicable third-party license. Provider makes no warranties with respect to Third-Party Software.

3.6 NON-PRODUCTION USE

Subject to the applicable Order Form, Customer may use the Software in a Non-Production Environment for internal testing, training, or development, as follows:

- **On-Premise Deployments:** Customer may install and use the Software in Non-Production Environments without additional fees, provided that such use does not exceed the licensed scope. Support is limited to standard support and excludes SLA obligations.
- **SaaS Deployments:** Non-Production Environments are not automatically included. Upon Customer's written request and subject to Provider's approval, Provider may provision a temporary Non-Production instance for internal use. Access may be subject to duration limits or additional fees. Support is limited to standard support and excludes SLAs or production uptime obligations.

In all cases, Non-Production Environments may not be used for business operations or processing live production data.

3.7 AUDIT RIGHTS

Provider shall have the right, upon ten (10) business days' prior written notice and not more than once per calendar year, to audit Customer's use of the Software to verify compliance with this Agreement. Such audit shall be conducted during normal business hours and in a manner that does not unreasonably interfere with Customer's operations. If an audit reveals material overuse or breach of license scope, Provider may invoice Customer for excess use and/or terminate the applicable license. Audits shall be conducted at Provider's expense unless the audit reveals material non-compliance (>5% over-deployment), in which case Customer shall reimburse reasonable audit costs. Any audit is limited to Provider's own records and to license and usage data generated by the Software, and does not entitle

Provider to access Customer's systems, networks, or facilities without Customer's prior written consent. If an audit reveals over-deployment, Customer shall have thirty (30) days after written notice to true up the affected licenses by paying the applicable fees, and Provider may terminate only the affected Order Form, and not this Agreement, if Customer fails to do so.

3.8 TRIAL, BETA, OR EVALUATION USE

If Customer is granted access to the Software on a trial, beta, or evaluation basis, such access is provided "as-is" without warranty, indemnity, or support. Provider may terminate any trial or beta access at any time, with or without notice.

3.9 FEEDBACK

Customer grants Provider a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to use, reproduce, incorporate, and otherwise fully exploit any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its Users, without restriction or obligation to Customer.

3.10 EXPORT COMPLIANCE AND SANCTIONS

Customer shall not access or use the Software in violation of any U.S. export control or economic sanctions laws or regulations. Customer represents and warrants that it is not located in, organized under the laws of, or controlled by a jurisdiction subject to U.S. trade sanctions, and is not listed on any U.S. government restricted party list.

3.11 FUTURE LICENSING MODEL CHANGES

Provider reserves the right to modify its licensing or pricing model for future Order Forms, provided that such changes will not affect existing Order Forms during their current term.

3.12 CONVERSION OF LEGACY LICENSES

(a) Conversion of all Legacy Licenses. By entering into this Agreement, Customer agrees that all of its Legacy Licenses, whether or not identified in an Order Form, convert to Subscription Licenses for the same software, quantities, and designated locations (the "Converted Licenses") on the Conversion Date. On the Conversion Date: (i) each Legacy License, and any maintenance or support entitlement associated with it, is replaced by a Subscription License; (ii) any perpetual right to use the software licensed under the Legacy License terminates; and (iii) Customer may continue to use its installed copies of that software under, and subject to, the Subscription License, without reinstallation.

(b) Conversion Date. The Conversion Date for a Legacy License is the date stated for it in an Order Form or, if no Order Form states one, the first renewal date of Customer's maintenance or support for that software that falls on or after the Effective Date. A Legacy License that has no current maintenance or support term on the Effective Date converts on the Effective Date.

(c) Subscription fees. Subscription fees for Converted Licenses are as stated in the applicable Order Form or, if none, in Provider's renewal invoice for the Conversion Date, subject to Section 7.1. If neither states a fee for a Converted License, Provider's then-current subscription fee for that software applies, invoiced on the Conversion Date.

(d) Unused maintenance. Maintenance or support fees that Customer prepaid for a Legacy License and that cover any period after its Conversion Date will be credited against subscription fees for the Converted License, in the amount and manner stated in the applicable Order Form or renewal invoice. Except for that credit, no refund is due for any Legacy License.

(e) No revival. Converted Licenses do not revive upon the expiration or termination of the Subscription Licenses that replaced them.

(f) **Successor.** Customer acknowledges that Provider is the successor in interest to The Lake Companies, Inc. under each Prior Agreement, and that references to The Lake Companies, Inc. in any Prior Agreement refer to Provider.

SECTION 4. CONFIDENTIALITY

4.1 USE AND DISCLOSURE RESTRICTIONS

The Receiving Party shall:

- use the Disclosing Party's Confidential Information only as necessary to perform under this Agreement;
- protect it using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; and
- not disclose it to any third party except to employees, contractors, or advisors who have a need to know and are bound by obligations of confidentiality at least as protective as those in this Agreement.

4.2 AI ENABLEMENT AND THIRD-PARTY SERVICES

Provider does not supply or resell artificial intelligence (AI) services. If Customer elects to enable AI functionality within the Software, such functionality may facilitate integration with third-party AI platforms (e.g., OpenAI, Gemini, etc.). Customer is solely responsible for maintaining an active account with the applicable AI provider and for complying with its terms and data policies. To the extent any data is transmitted to such third-party AI platforms, Customer acknowledges that these platforms are deemed Third-Party Services under this Agreement, and Provider is not responsible for their availability, data processing, or retention practices.

Provider will not independently transmit Customer Confidential Information or Customer Data to third-party AI services through AI-enabled features of the Software. Provider will take reasonable steps to minimize or anonymize data in prompts it facilitates. Customer is solely responsible for the content it submits through Customer-activated AI-enabled features. Provider has no mechanism to inspect, filter, or block content submitted by Customer through those features. If Customer has concerns about sensitive or regulated data exposure through AI-enabled features, the appropriate control is to not enable those features.

AI functionality is disabled by default and must be explicitly enabled by Customer within the Software's administrative settings.

This Section 4.2 applies to AI functionality within the Software. Provider's own use of AI tools to deliver support services and Professional Services is governed by Section 5.8.

4.3 REQUIRED DISCLOSURES

If the Receiving Party is required by law, court order, or government regulation to disclose Confidential Information, it may do so provided it gives the Disclosing Party prompt notice (where legally permitted) and cooperates with reasonable efforts to obtain confidential treatment or a protective order.

4.4 RETURN OR DESTRUCTION

Upon termination or expiration of this Agreement, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party in its possession or control, except that the Receiving Party may retain one archival copy solely for legal compliance or recordkeeping purposes, subject to ongoing confidentiality obligations.

4.5 SURVIVAL

The obligations in this Section 4 shall survive for a period of **five (5) years** after termination of the Agreement, except with respect to trade secrets and Customer Data, which shall be protected indefinitely.

SECTION 5. SUPPORT AND MAINTENANCE

5.1 SUPPORT SERVICES

During the applicable Subscription Term (for SaaS and Subscription Licenses) or active Maintenance period (for any perpetual license), Provider will provide support for the core Software in accordance with its then-current **Support Policy**, attached as **Exhibit A** and incorporated by reference.

Support services apply only to Provider's standard Software offerings and do **not** include support for modifications, customizations, or third-party integrations unless otherwise specified in a separate support agreement or Statement of Work.

5.2 PREFERRED SUPPORT METHOD AND AFTER-HOURS ACCESS

Provider maintains a customer support portal as the primary channel for submitting support requests. Customer agrees to use the portal as the preferred method for initiating support requests, including all priority-level issues.

For any support requests submitted **outside of normal business hours**, use of the portal is **required**, as it enables automated alerting and routing to Provider's on-call support personnel. Requests not submitted through the portal may experience delayed response times.

5.3 SUPPORT SCOPE

Support may include, as applicable:

- Assistance with Software functionality, behavior, and operation
- Diagnosis and resolution of reproducible defects or performance issues
- Deployment of available patches, updates, and maintenance releases

Support **does not include**:

- Configuration assistance beyond basic troubleshooting
- Training or implementation services
- Support for custom code, modifications, or third-party components
- Development services or change requests

5.4 SAAS OPERATIONAL SUPPORT AND AVAILABILITY

For SaaS Software, Provider may offer **operational support** in addition to end-user assistance. This may include monitoring, availability tracking, and system uptime commitments, as defined in the Support Policy or a separate Service Level Agreement (SLA), if applicable.

Any service level commitments, if applicable, will be set forth in the Support Policy or in the applicable **Order Form**. The presence and scope of any SLA may vary depending on the SaaS offering purchased by Customer.

5.5 MAINTENANCE FOR ON-PREMISE SOFTWARE

If Customer purchases maintenance for on-premise Software, such maintenance entitles Customer to receive applicable updates, patches, and technical support during the maintenance period. Maintenance does not include implementation or consulting services unless separately contracted.

Provider's maintenance and support obligations are contingent upon Customer operating the Software on hardware and software environments that meet Provider's current published system requirements. If Customer operates the Software on unsupported or end-of-life third-party platforms (e.g., operating systems, databases, or middleware),

Provider may, at its discretion, limit or decline support and maintenance services to the extent such environments materially impede Provider's ability to reproduce or resolve issues.

5.6 SUPPORT POLICY CHANGES

Provider may update its Support Policy from time to time to reflect changes in service structure, contact methods, response times, or other operational practices. Any such changes will take effect at the **beginning of Customer's next renewal term** unless otherwise agreed in writing.

In the future, the Support Policy may be made available online, and such online version shall govern once designated by Provider as the authoritative version.

5.7 SUPPORT TIERS

Provider may offer different levels of support (e.g., Standard, Premium, or Priority tiers). Any such tiers, their entitlements, and associated fees shall be described in the Support Policy or applicable Order Form. Unless otherwise specified, Customer will receive Standard Support.

5.8 AI USE AS SUBCONTRACTOR

Provider may use artificial intelligence (AI)-enabled tools or services, including those provided by third parties ("Provider AI Tools"), to assist in delivering support services and Professional Services. Such tools function under the supervision of Provider's personnel and shall be treated as subcontractor resources under this Agreement, and Provider remains responsible for them as it is for its other subcontractors. Provider may submit Customer Confidential Information and Customer Data to Provider AI Tools only as needed to deliver those services, and only to Provider AI Tools whose providers are bound by written terms that (a) require confidentiality at least as protective as this Agreement, (b) prohibit the provider from using Customer Confidential Information or Customer Data to train or improve its models, and (c) are consistent with Provider's obligations under Section 8.4. Provider will take reasonable steps to minimize personal data in what it submits. If the Data Processing Addendum applies, a provider of Provider AI Tools that Processes Personal Data under it is a Subprocessor under the Data Processing Addendum.

5.9 CUSTOMER RESPONSIBILITIES

To receive support, Customer must:

- Submit requests through the support portal (required for after-hours support)
- Maintain systems in accordance with Provider's specifications
- Provide sufficient detail for diagnosis and reproduction
- Designate a primary technical contact
- Cooperate with reasonable troubleshooting efforts

SECTION 6. PROFESSIONAL SERVICES

6.1 SCOPE OF SERVICES

From time to time, Customer may engage Provider to perform professional services, including but not limited to implementation, configuration, training, technical advisory, and custom development ("**Professional Services**"). All such services will be governed by this Agreement and a corresponding **Statement of Work ("SOW")** executed by the Parties.

Each SOW shall define the specific scope, deliverables, fees, milestones, schedule, and any assumptions, dependencies, or exclusions applicable to the engagement. **No Professional Services shall begin unless and until a corresponding SOW is executed by both Parties.**

6.2 CHANGE MANAGEMENT

Customer may request changes to the scope, timeline, or fees under a SOW. No such changes will be effective unless documented and approved in writing by both Parties in a mutually executed **Change Order**, defined in Exhibit B. Provider may reasonably require additional time or compensation in connection with any approved changes.

6.3 ENGAGEMENT MODELS

Professional Services may be structured as:

- **Fixed-fee engagements** tied to defined milestones or deliverables;
- **Time-and-materials engagements**, billed at Provider's then-current rates or as otherwise specified; or
- **Subscription-based services**, billed on a recurring basis.

Each SOW shall specify the applicable engagement model. Unless stated otherwise, time-and-materials work will be billed monthly in arrears based on actual time incurred. Travel and related expenses shall be billed separately unless expressly stated otherwise in the SOW.

6.4 SCHEDULING AND DELAYS

Provider will use commercially reasonable efforts to meet the estimated timelines defined in each SOW. Customer acknowledges that timelines are dependent on timely inputs, decisions, and approvals from Customer, and delays caused by Customer or third parties beyond Provider's control may result in schedule adjustments or additional fees. Provider shall not be liable for such delays. To the extent that Third Party software is required by the Statement of Work, Third Party delays may result in schedule adjustments or additional fees.

6.5 CUSTOMER RESPONSIBILITIES

Customer agrees to:

- Assign a qualified internal project manager or primary point of contact;
- Provide timely access to personnel, systems, data, and facilities as needed;
- Perform all tasks and fulfill all responsibilities allocated to it in each SOW; and
- Review and respond to Provider deliverables and communications in a timely manner.

Failure to fulfill these responsibilities may result in delays or additional charges.

6.6 DELIVERABLE ACCEPTANCE

Unless otherwise stated in a SOW, deliverables shall be deemed accepted upon the earlier of:

- (a) Customer's written acceptance; or
- (b) Fifteen (15) business days after delivery, provided no written notice of material nonconformance has been submitted by Customer.

If Customer timely notifies Provider of a material issue, Provider will use reasonable efforts to correct such nonconformance. Deliverables that substantially conform to the SOW will be deemed accepted. Any re-review following a correction is limited to the specific items identified as nonconforming, shall not exceed ten (10) business days, and does not reopen acceptance of the deliverable as a whole. In no event shall acceptance of a deliverable extend beyond forty-five (45) business days after the date of original delivery.

6.7 OWNERSHIP AND REUSE RIGHTS

Unless otherwise agreed in writing:

- Any deliverables created specifically for Customer under a SOW shall be owned by Customer, subject to Provider's rights below.

- Provider retains all rights, title, and interest in and to any tools, templates, libraries, know-how, software components, or methodologies developed or used by Provider in the course of performing Professional Services, whether pre-existing or newly developed, including those incorporated into deliverables.
- Customer receives a non-exclusive, perpetual, and royalty-free license to use such elements solely as part of the deliverables provided under the applicable SOW.

6.8 USE OF SUBCONTRACTORS

Provider may use subcontractors in its delivery of the Software and Services, provided that Provider remains responsible for their performance.

6.9 NON-SOLICITATION

During the term of this Agreement and for twelve (12) months thereafter, Customer shall not directly or indirectly solicit for employment or hire any employee or contractor of Provider who was involved in the performance of Professional Services, without Provider's prior written consent. General solicitations not directed specifically at such individuals shall not be deemed a breach of this section.

SECTION 7. FEES AND PAYMENT TERMS

7.1 FEES

Customer shall pay all fees set forth in applicable Order Forms, SOWs, or Change Orders (collectively, the "**Ordering Documents**") in accordance with the terms of this Agreement. Fees may include:

- Subscription or license fees for use of the Software;
- Fees for Professional Services; and
- Any one-time or recurring charges defined in Ordering Documents.

All fees are **non-cancelable** and **non-refundable**, except as expressly stated in this Agreement or an applicable Ordering Document.

Provider reserves the right to adjust its pricing for Software licenses, subscriptions, support, or professional services for future Order Forms or renewal periods. Any such adjustments will not apply retroactively to existing Order Forms during their committed term and shall be reflected in the applicable renewal invoice or Ordering Document.

7.2 INVOICING AND PAYMENT

Unless otherwise stated in an Ordering Document:

- Subscription and license fees will be invoiced annually in advance;
- Professional Services fees will be invoiced monthly in arrears; and
- Payment is due **net thirty (30) days** from the invoice date.

Late payments shall bear interest at the lesser of **1.5% per month** or the maximum rate permitted by law.

7.3 TAXES

All fees are exclusive of taxes, levies, duties, or similar assessments imposed by any governmental authority (collectively, "Taxes"). Customer is responsible for all Taxes associated with its purchases under this Agreement, excluding any taxes based on Provider's net income, property, or employment. If Provider is legally required to collect Taxes, such amounts will be added to the invoice unless Customer provides a valid and applicable exemption certificate. If Customer claims a tax exemption, it must provide both a valid IRS Form W-9 and the applicable Tax-

Exempt Certificate. Failure to timely provide these documents shall obligate Customer to pay any assessed Taxes in accordance with applicable law.

7.4 EXPENSES

Customer shall reimburse Provider for reasonable, documented out-of-pocket expenses incurred in connection with Professional Services, including travel, lodging, and meals, unless otherwise specified in an Ordering Document.

7.5 DISPUTED INVOICES

If Customer disputes an invoice or any portion thereof in good faith, it shall notify Provider within **fifteen (15) days** of the invoice date and pay the undisputed portion. The Parties shall work in good faith to resolve the dispute promptly. Provider's failure to respond to a dispute shall not be deemed acceptance of the claim.

7.6 SUSPENSION FOR NON-PAYMENT

If any undisputed amount owed by Customer remains unpaid more than **fifteen (15) days** after written notice of non-payment, Provider may, in its discretion, suspend access to the Software or delay provision of Professional Services until such amounts are paid in full. This is without prejudice to Provider's other rights and remedies under this Agreement. During any such suspension, Provider will continue to make Customer Data available to Customer in read-only form and will permit Customer to export Customer Data.

7.7 NO OFFSETS

Customer may not withhold, deduct, or set off any amounts due under this Agreement, except that Customer may withhold an amount disputed in good faith and noticed in accordance with the Disputed Invoices provisions of this Section, provided that Customer pays all undisputed amounts when due and the Parties work promptly and in good faith to resolve the dispute. Any disputed amount ultimately determined to be payable shall be paid within ten (10) days after resolution.

SECTION 8. CUSTOMER DATA AND PRIVACY

8.1 OWNERSHIP OF CUSTOMER DATA

As between the Parties, Customer retains all right, title, and interest in and to any data, content, files, or other information submitted, uploaded, or otherwise transmitted by or on behalf of Customer through the Software ("**Customer Data**"). This Agreement does not transfer any ownership rights in Customer Data to Provider.

8.2 USE OF CUSTOMER DATA

Provider will only access, use, or process Customer Data as necessary to:

- Provide the Software and related services;
- Prevent or address technical issues, security incidents, or support requests;
- Comply with Customer's documented instructions; and
- As otherwise required by applicable law.

Provider will not use Customer Data for marketing or advertising purposes or disclose it to third parties except as permitted under this Agreement.

8.3 MACHINE DATA AND MODEL IMPROVEMENT

Machine Data is Customer Data. As between the Parties, Customer retains all right, title, and interest in and to Machine Data.

Customer grants Provider a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, and create derivative works of Machine Data in De-identified and aggregated form for the purposes of operating, maintaining, securing, benchmarking, and improving the Software and Provider's other products and services, including to develop, train, test, validate, and improve statistical, machine learning, and other analytical models.

"De-identified" means that Provider has removed, replaced, or obscured identifiers such that the data does not identify, and cannot reasonably be used to identify, Customer, any Customer site or facility, any individual, any of Customer's own customers, or any specific part, product, or program of Customer.

Provider will not (a) disclose Customer-identifiable Machine Data to any third party except as otherwise permitted under this Agreement, (b) sell Machine Data or use it for advertising, (c) publish, display, or include Customer-identifiable Machine Data in any benchmark, index, report, or marketing material, or (d) attempt, or permit any third party to attempt, to re-identify De-identified Machine Data.

As between the Parties, Provider owns all models, algorithms, statistical parameters, aggregated datasets, benchmarks, and improvements to the Software developed using De-identified Machine Data, and nothing in this Section grants Customer any right in them.

This Section survives termination or expiration of this Agreement with respect to De-identified Machine Data already incorporated into Provider's models or aggregated datasets before the effective date of termination. Provider will cease collecting new Machine Data upon termination.

8.4 DATA SECURITY

Provider shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data stored in the SaaS environment. Such safeguards will include access controls, encryption of data at rest and in transit, vulnerability management, and incident response procedures. Provider's safeguards are designed to be consistent with generally accepted industry practices. On Customer's written request, and not more than once per calendar year, Provider will provide a written summary of its then-current security controls and will complete a reasonable security questionnaire. Any commitment by Provider to obtain or maintain a specific third-party certification or attestation, or to deliver a specific third-party audit report, applies only if expressly agreed in writing in an Order Form. Provider will notify Customer without undue delay, and in any event within seventy-two (72) hours, after confirming a security incident affecting Customer Data.

8.5 DATA PRIVACY COMPLIANCE

To the extent Provider processes any personal data on behalf of Customer that is subject to applicable data protection laws (e.g., GDPR, CCPA), Provider shall comply with those laws and the Data Processing Addendum in Exhibit C (the "DPA") applies (a) to each Order Form that states that it applies, including any Order Form under which Provider hosts Software or Customer Data, and (b) otherwise, to the extent applicable data protection law requires such terms for personal data that Provider processes on Customer's behalf. Each Party shall comply with its respective obligations under applicable data privacy laws.

8.6 CUSTOMER RESPONSIBILITIES

Customer is solely responsible for:

- The accuracy, content, and legality of Customer Data;
- Ensuring that Customer has all rights and consents necessary to provide Customer Data to Provider for processing under this Agreement;
- Maintaining appropriate backup copies of Customer Data, unless otherwise agreed in writing.

8.7 DATA RETENTION AND DELETION

Upon termination or expiration of this Agreement, Provider shall, upon Customer's written request, delete or return Customer Data in its possession in a commercially reasonable format, unless otherwise required to retain such data by law or for legitimate business purposes. Provider may retain and use De-identified and aggregated data for internal analytics and product improvement. Provider will not sell such data, will not use it for advertising, and will not attempt to re-identify it.

8.8 ON-PREMISE DEPLOYMENTS

To the extent Customer licenses Software for installation in its own environment, Provider will not access or host any Customer Data, and this Section shall not apply to data processed solely within Customer's control. Any data provided to Provider for support or diagnostic purposes will be handled in accordance with Section 8.2.

8.9 TELEMETRY AND DIAGNOSTIC DATA

Provider may collect and process technical and usage data ("**Telemetry Data**") related to the operation and performance of the Software, including system logs, error reports, feature usage patterns, and configuration data. Telemetry Data:

- **Does not include** Customer Data or any content submitted by end users;
- May be used in **anonymized or aggregated form** to improve Provider's products, develop new features, and understand usage trends; and
- May be used in **identifiable form** solely for the purpose of providing support, diagnosing issues, and enhancing the operational performance of the Software for Customer.

Customer acknowledges and agrees that such data collection is integral to the functionality and support of the Software. For on-premise deployments, telemetry collection is subject to Customer's configuration and network access controls. Machine Data is governed by the Machine Data and Model Improvement provisions of this Section and not by this subsection.

SECTION 9. INTELLECTUAL PROPERTY AND OWNERSHIP

9.1 PROVIDER INTELLECTUAL PROPERTY

As between the Parties, Provider retains all rights, title, and interest in and to:

- The Software (including all updates, enhancements, and modifications);
- Documentation, training materials, and templates;
- Any tools, utilities, libraries, or components developed by or for Provider; and
- All related intellectual property rights, whether registered or not.

Except as expressly provided in this Agreement, no rights are granted to Customer other than a limited license to use the Software under Section 3.

9.2 CUSTOMER INTELLECTUAL PROPERTY

As between the Parties, Customer retains all rights, title, and interest in and to:

- Any Customer Data;
- Customer's internal systems, processes, or pre-existing materials; and
- All related intellectual property rights.

Provider obtains no ownership of Customer's intellectual property by virtue of this Agreement.

9.3 DELIVERABLES AND WORK PRODUCT

Unless otherwise specified in a SOW:

- Deliverables created by Provider specifically and uniquely for Customer under a SOW ("**Custom Deliverables**") shall be owned by Customer;
- Provider retains ownership of all materials, templates, tools, libraries, components, and methodologies used to create the Custom Deliverables, whether pre-existing or developed in the course of the engagement;
- Provider also retains the right to reuse non-confidential techniques, concepts, know-how, and skills acquired during the engagement.
- Provider will identify in the applicable SOW any Provider-retained component embedded in a Custom Deliverable on which Customer's use of that Deliverable depends.

9.4 FEEDBACK

Customer may, but is not obligated to, provide feedback, suggestions, or ideas related to the Software or services ("**Feedback**"). Provider may freely use such Feedback without restriction or obligation to Customer, provided it does not incorporate Customer Data or Confidential Information.

9.5 SOURCE CODE

This Agreement does not grant Customer any rights to access or use the source code of the Software.

However, Provider may choose to deliver source code for custom components developed specifically for Customer (e.g., SyteLine extensions) under a SOW. Any such delivery shall not alter Provider's ownership rights in its proprietary code base.

SECTION 10. WARRANTIES

10.1 MUTUAL WARRANTIES

Each Party represents and warrants that:

- It has the full power and authority to enter into this Agreement and perform its obligations hereunder;
- Its execution and performance of this Agreement will not conflict with or violate any other agreement or obligation by which it is bound; and
- It will comply with all applicable laws in the performance of this Agreement.

10.2 PROVIDER SOFTWARE WARRANTY

Provider warrants that The Software, when used in accordance with the Documentation, will **materially conform** to its published specifications during the Subscription Term or License Term;

10.3 PROFESSIONAL SERVICES WARRANTY

Provider warrants that any Professional Services will be performed in a professional and workmanlike manner by qualified personnel. If Customer notifies Provider in **writing within ninety (90) days** following the performance of any non-conforming services, Provider will re-perform such services at no additional cost. This is Customer's sole and exclusive remedy for breach of this warranty.

For the avoidance of doubt, if Provider performs any Modifications to SyteLine, Provider's Software, or delivers other custom development work at Customer's request (including work-for-hire deliverables), Provider warrants only that such deliverables will materially conform to the written specifications agreed upon between the parties. Provider is not responsible for the adequacy, completeness, or business effectiveness of Customer-supplied specifications or designs.

Unless expressly agreed otherwise, any ongoing support, enhancement, or modification of such deliverables will be billable at Provider's then-current rates, except to the extent required to correct a material deviation from agreed-upon specifications caused by Provider's implementation.

10.4 EXCLUSIONS

The warranties in this Section 10 do not apply to issues arising from:

- Modification of the Software by anyone other than Provider or its authorized agents;
- Use of the Software in violation of this Agreement or the Documentation;
- Combination of the Software with unauthorized systems or third-party software not approved by Provider;
- Failures caused by Customer's systems, networks, or third-party environments.

10.5 THIRD-PARTY PRODUCTS

Provider makes no representations or warranties with respect to third-party hardware, software, or services that may be used in conjunction with the Software, unless expressly stated in an Order Form.

10.6 OPEN SOURCE COMPONENTS

Customer acknowledges that portions of the Software may include open source components subject to their own license terms, which shall take precedence solely with respect to those components.

10.7 AI DISCLAIMER

Provider may incorporate generative artificial intelligence functionality into the Software or Services through integration with third-party AI platforms (e.g., OpenAI's ChatGPT). Customer acknowledges that such AI-generated outputs are probabilistic and may contain inaccuracies, hallucinations, or outdated information. Provider makes no representations or warranties as to the accuracy, completeness, or appropriateness of any AI-generated content and disclaims any liability arising from Customer's reliance on such content.

10.8 ESTIMATES AND ADVISORY OUTPUTS

Any estimate, projection, model output, or business case provided by Provider concerning overall equipment effectiveness, machine utilization, uptime, downtime reduction, scrap or rework reduction, labor savings, throughput, payback period, or return on investment, whether provided in a proposal, a return on investment calculator, a discovery or assessment deliverable, a dashboard, or any marketing material, is an estimate only. Such estimates are based on assumptions and on information supplied by Customer, are not warranties, guarantees, or commitments of performance, and do not form part of the specifications for the Software, Services, Hardware, or any Deliverable.

Outputs of the Software, including anomaly detection, condition indications, predictive maintenance indications, scheduling recommendations, and any AI-generated narration, are advisory. Customer is solely responsible for all operating, maintenance, staffing, scheduling, quality, and production decisions and for validating any output before acting on it. Actual results depend on equipment condition, maintenance practices, staffing, product mix, data quality, and other factors within Customer's control.

10.9 DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, PROVIDER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 11. INDEMNIFICATION

11.1 BY PROVIDER

Provider shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents from and against any third-party claims, demands, suits, or proceedings ("**Claims**") arising out of or relating to:

- (a) **Alleged infringement** of any U.S. patent, copyright, or trademark, or misappropriation of a trade secret, by the Software when used as permitted under this Agreement;
- (b) **Bodily injury, death, or damage to tangible personal or real property**, in each case to the extent caused by the negligent acts or omissions or willful misconduct of Provider or its personnel or subcontractors in the course of performing Services at or on Customer's premises or equipment;
- (c) **Violation of applicable laws** by Provider in connection with its performance of the Agreement.

Provider's obligations are contingent upon Customer: (a) Promptly notifying Provider in writing of the Claim; (b) Granting Provider sole control over the defense and settlement; (c) Providing reasonable assistance (at Provider's expense) in the defense.

Provider shall not settle any Claim that imposes liability or obligations on Customer without Customer's prior written consent (not to be unreasonably withheld).

11.2 EXCEPTIONS TO PROVIDER INDEMNITY

Provider shall have no liability for any Claim to the extent it arises from:

- (a) Modification of the Software by anyone other than Provider;
- (b) Use of the Software in combination with unauthorized third-party products;
- (c) Use of the Software not in accordance with the Documentation or this Agreement;
- (d) Use of an outdated version of the Software if the Claim would have been avoided by using a current, unaltered version made available by Provider. Provider will supply the remedial software at no additional license fee or, if SaaS, will implement the remedial version without additional subscription charge.

11.3 BY CUSTOMER

Customer shall defend, indemnify, and hold harmless Provider and its officers, directors, employees, and agents from and against any third-party Claims to the extent arising out of or relating to (a) Customer's material breach of this Agreement; (b) Customer's use of the Software in violation of law or third-party rights; (c) Any content or data submitted by Customer (excluding Claims based solely on Provider's use of the Software). For clarity, this Section applies only to third-party Claims and does not apply to claims between the Parties, which are governed by the remedies otherwise available under this Agreement. Customer's obligations are contingent upon Provider promptly notifying Customer in writing of the Claim, granting Customer sole control over the defense and settlement, and providing reasonable assistance at Customer's expense.

11.4 SOLE REMEDY

The indemnities set forth in this Section 11 constitute the **sole and exclusive remedies** of the Parties with respect to third-party claims covered under this Section.

SECTION 12. LIMITATION OF LIABILITY

12.1 LIMITATION ON DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY: INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR **LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION**, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 CAP ON LIABILITY

EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER IN THE **TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 EXCLUDED CLAIMS

The limitations set forth above **do not apply** to:

- A Party's **indemnification obligations** under Section 11;
- A Party's **breach of confidentiality** obligations under Section 4;
- Customer's **violation of Provider's intellectual property rights**, including any unauthorized use, access, or reproduction of the Software; and
- **Amounts due** under this Agreement (including unpaid fees or interest).
- **Bodily injury and tangible property damage**. A Party's liability for bodily injury, including death, or for damage to tangible personal or real property, in each case to the extent caused by that Party's negligent acts or omissions or willful misconduct, provided that each Party's liability under this subsection shall not exceed the greater of (i) two million dollars (\$2,000,000) and (ii) the proceeds actually available under that Party's applicable insurance policies.

SECTION 13. TERM AND TERMINATION

13.1 TERM OF AGREEMENT

This Agreement will begin on the **Effective Date** and will remain in effect until terminated as provided below. Each Order Form or Statement of Work ("SOW") shall specify its own term. Where not otherwise specified:

- **SaaS subscriptions** will have a minimum term of **three (3) years**, unless the Order Form states otherwise, renewing annually thereafter unless either Party provides at least **ninety (90) days' written notice** prior to the renewal date.
- **Maintenance and support agreements** will have a minimum term of **one (1) year**, or longer as stated in the applicable Order Form.
- **Subscription Licenses** will have the initial term stated in the applicable Order Form or, if none is stated, **one (1) year, renewing annually thereafter unless either Party provides at least ninety (90) days' written notice prior to the renewal date.**
- **Professional services engagements** will continue for the term specified in the SOW.
- **Hardware purchases** are one-time purchases and are not subject to any subscription term, renewal, or auto-renewal provision of this Agreement or of any Order Form.

13.2 TERMINATION RIGHTS

(a) Termination for Cause

Either Party may terminate this Agreement or any individual Order Form or SOW upon **thirty (30) days' prior written notice** if the other Party materially breaches and fails to cure such breach within that period. Immediate termination is permitted in the event of insolvency, bankruptcy, or similar proceedings.

(b) Termination for Convenience

- **Professional Services:** Either Party may terminate a professional services engagement with **fifteen (15) days' written notice**, subject to the following:
 - Provider shall be compensated for services rendered up to the effective date of termination.
 - In the case of **fixed-fee engagements**, Customer shall pay the greater of: (i) A **pro rata allocation** of the fixed fee based on the percentage of completion reasonably determined by the Parties; or (ii) Provider's **actual time and materials incurred** up to the termination date, not to exceed the fixed fee.
- **SaaS, Subscription Licenses, and Maintenance:** **May not** be terminated for convenience during the initial term. After the initial term, they may be terminated on renewal or anniversary with at least **ninety (90) days' written notice**.

13.3 EFFECT OF TERMINATION

Upon any expiration or termination of this Agreement:

- All rights granted under this Agreement shall immediately terminate.
- Customer shall cease all use of the Software and Services and uninstall any on-premise components, including all Software licensed under a Subscription License, and, upon Provider's request, certify the uninstallation in writing within thirty (30) days. Converted Licenses do not revive.
- Provider shall make Customer Data available in industrystandard CSV or SQL format, at no additional charge, for secure download for a period of ninety (90) days, after which such data may be deleted. For purposes of this Section, Customer Data includes Machine Data held by Provider; De-identified Machine Data already incorporated into Provider's models or aggregated datasets under Section 8.3 is not subject to return or export.
- Customer remains obligated to pay for: All accrued but unpaid fees; All services properly rendered through the termination date; Any non-cancellable third-party expenses or pass-through costs incurred by Provider.
- **Transition assistance.** At Customer's request, Provider will provide reasonable transition assistance for up to ninety (90) days following termination at Provider's then-current rates, provided that such assistance will be provided at no charge where the termination is due to Provider's uncured material breach.

13.4 ENTIRE AGREEMENT AND SUPERSESSION

This Agreement, together with any applicable Order Forms, Statements of Work, and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, proposals, or representations, whether written or oral, including any prior master services agreements between the parties, except that Legacy Licenses are governed by Section 3.12 and a Master Services Agreement described in Section 1 (Relationship to a signed Master Services Agreement) is not superseded. Subject to Section 3.12, in the event of conflict between this Agreement and any Prior Agreement, this Agreement shall control.

13.5 SURVIVAL

The following sections shall survive termination or expiration of this Agreement: **Section 3 (License Grants), Section 4 (Confidentiality), Section 7 (Fees and Payment Terms), Section 8 (Customer Data and Privacy), Section 11 (Indemnification), Section 12 (Limitation of Liability), Section 13 (Term and Termination), and any other provisions which by their nature survive.**

SECTION 14. MISCELLANEOUS

14.1 GOVERNING LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the **State of Wisconsin**, without regard to its conflict of laws principles. Disputes shall first be resolved through good-faith negotiations. If unresolved, they may be submitted to binding arbitration under AAA rules in Wisconsin. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in **Brown County, Wisconsin**, and each Party irrevocably submits to the jurisdiction and venue of such courts.

14.2 ASSIGNMENT

Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, except:

- **Provider may assign this Agreement without consent** to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the successor entity agrees in writing to be bound by the terms of this Agreement.
- **Customer may assign this Agreement without consent** in connection with a merger, acquisition, or sale of substantially all assets, provided that the successor entity agrees in writing to be bound by the terms of this Agreement.

Any attempted assignment in violation of this Section shall be null and void.

Customer will give Provider written notice of any change in Customer's legal name, and of any assignment under this Section, within thirty (30) days after it takes effect.

14.3 FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor actions, utility failures, internet or telecommunications outages, governmental action, or pandemics ("Force Majeure Event"). The affected Party shall provide prompt notice of such event and shall resume performance as soon as reasonably possible.

14.4 INSURANCE

Provider shall, at its own expense, maintain and keep in force during the Term:

Provider shall, at its own expense, maintain and keep in force during the Term the following insurance policies (which may be satisfied through any combination of primary and excess / umbrella layers):

1. **Commercial General Liability (CGL).**
Limits of **USD 1,000,000** per occurrence and **USD 2,000,000** general aggregate, covering bodily injury, property damage, personal injury and contractual liability.
2. **Technology Errors & Omissions / Cyber-Liability.**
Limits of **USD 10,000,000** per claim and in the aggregate (inclusive of network-security and privacy liability). Excess policies may be used to reach this limit.
3. **Workers' Compensation** insurance meeting statutory requirements in all jurisdictions of operation and **Employer's Liability** insurance with limits of **USD 1,000,000** each accident, **USD 1,000,000** each employee for disease, and **USD 1,000,000** policy aggregate for disease.
4. **Automobile Liability** covering owned, hired and non-owned vehicles with a combined single limit of **USD 1,000,000** each accident (included for completeness because it already exists in Provider's program).

5. **Umbrella / Excess Liability.** Additional limits of **USD 15,000,000** each occurrence and in the aggregate applying excess of the policies listed in Sections 1, 3 and 4 above.

Provider shall furnish certificates of insurance evidencing the required coverage upon Customer's written request and promptly after each renewal. Each certificate shall confirm that the insurer will provide notice of cancellation or material reduction in coverage **in accordance with the policy provisions.**

14.5 NOTICES

All legal notices under this Agreement must be in writing and delivered by (i) personal delivery, (ii) nationally recognized overnight courier, or (iii) email with confirmation of receipt. Notices shall be deemed given:

- Upon personal delivery;
- One business day after being sent by overnight courier;
- On the day of email transmission if sent during business hours of the recipient.

All notices shall be sent, for Customer, to the address and contact stated in its most recent Order Form and, for Provider, to the address stated in these Platform Terms, or to such other address as either Party may provide.

14.6 ENTIRE AGREEMENT

This Agreement, including all Exhibits, Order Forms, and SOWs, constitutes the **entire agreement** between the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, understandings, or agreements, subject to Section 3.12.

14.7 AMENDMENTS AND WAIVERS

Except for a new version of these Platform Terms that applies under Section 1 (Versions of these Platform Terms), this Agreement may be amended or modified only by a written instrument signed, or accepted electronically as provided in Section 1, by authorized representatives of both Parties. An Order Form accepted under Section 1 is such an instrument. No waiver of any right or remedy under this Agreement shall be effective unless in writing, nor shall any waiver be deemed a waiver of any subsequent breach.

14.8 SEVERABILITY

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the remainder of the Agreement remains in full force and effect.

14.9 INDEPENDENT CONTRACTORS

The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

14.10 COUNTERPARTS; ELECTRONIC EXECUTION

This Agreement and any Order Form may be executed in counterparts (including electronic or PDF versions) or accepted electronically as provided in Section 1, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

14.11 PUBLICITY RIGHTS

Neither Party shall issue or release any public announcement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other Party's name, trademarks, or logos (collectively, "Marks"), without the prior written consent of the other Party. **Notwithstanding the foregoing, and subject to the brand-usage guidelines each Party may provide from time to time:**

- (a) **Provider may identify Customer by name** in Provider's customer lists and marketing materials solely to identify Customer as a user of Provider's products and services. This right does not extend to Customer's parent entities or affiliates, and does not include case studies, testimonials, endorsements, or any use of Customer's trademarks or logos, each of which requires separate prior written consent; and
- (b) **Customer may include Provider's name and logo** in Customer's supplier lists, investor decks, and marketing materials, provided such use does not state or imply Provider's endorsement of Customer's products or services.

Either Party may revoke the permission granted in subsections (a) or (b) upon thirty (30) days' written notice, after which the other Party shall cease the applicable use as soon as reasonably practicable. Any additional publicity or use of Marks shall be subject to a separate, mutually executed writing.

Exhibit A: Support Policy

This Support Policy (“**Policy**”) forms part of the Agreement between The Lake Companies, LLC (“**Provider**”) and the customer identified in the applicable Order Form (“**Customer**”).

1. Support Scope

1.1. Covered Products

This Policy applies only to core products and services provided by The Lake Companies as identified in the applicable Order Form(s) or Statement(s) of Work. Support for third-party applications, customizations, integrations, or Customer-developed enhancements is not included unless explicitly agreed in a separate support agreement. Devices, Firmware, and Device Configuration supplied under an Order Form are covered as described in Exhibit D.

1.2. Services Covered

- **Production environments:** Full support during the Subscription or Maintenance Term.
- **Non-Production Environments:** Support is limited to basic troubleshooting and does not include SLAs or escalation support. SaaS-based non-production environments must be requested and provisioned explicitly.

2. Support Access and Channels

2.1. Support Portal

Customer must submit all support requests through Provider’s designated **Customer Support Portal**. This is the preferred method for all issues and is **required** for any non-business hour support. Requests submitted through the portal generate real-time alerts to the Provider’s support team.

2.2. Other Channels

Support requests submitted via email or phone may be accepted during normal business hours (Monday to Friday, 8am to 5pm CT), but will not trigger after-hours escalation.

3. Service Availability (SaaS Only)

3.1. Uptime Commitment

(a) Scope of measurement. Unless otherwise defined in an Order Form, Provider will make the Provider-hosted platform available with 99.5% uptime per calendar month, measured as the availability of the Provider-hosted application interface and the Provider-hosted data ingestion endpoints, as measured by Provider’s monitoring systems.

(b) What this commitment does not cover. This commitment measures the availability of the Provider-hosted platform only. Provider makes no commitment regarding, and this commitment does not measure, the generation, capture, transmission, completeness, accuracy, or timeliness of Machine Data originating from Customer’s production equipment or traversing Customer’s network, wireless infrastructure, internet connectivity, power, cabling, servers, a Customer-provided server or virtual machine on which Provider’s software interface is installed, Devices, or other Customer infrastructure. This does not limit Provider’s support obligations: issues arising from any of the foregoing are still responded to under the Severity Levels and Response Targets described below, including the data-collection severity rule in that section, within the support scope described in the Exclusions section of this Policy and Section D15 of Exhibit D; resolution of Customer infrastructure issues remains Customer’s responsibility. Such issues do not count toward the uptime percentage or qualify for service credits under the Services Credit Policy.

(c) Exclusions. The following are excluded from the calculation of downtime:

- (i) scheduled maintenance communicated at least forty-eight (48) hours in advance, and emergency maintenance reasonably required to address a security vulnerability or an imminent risk to the platform or to Customer Data;
 - (ii) force majeure events as defined in the Agreement;
 - (iii) any failure, degradation, congestion, or unavailability of Customer's network, wireless infrastructure, internet connectivity, power, cabling, servers (including any Customer-provided server or virtual machine on which Provider's software interface is installed), or other Customer infrastructure, and any other circumstance described in paragraph (b) above;
 - (iv) changes made by or on behalf of Customer to its firewall, proxy, VLAN, DNS, certificate, routing, or access control configuration;
 - (v) any failure, powering down, disconnection, breakdown, or unavailability of Customer's production equipment, machine controls, programmable logic controllers, or their data interfaces, including during nonproductive hours, shift changes, weekends and holidays, planned or preventive maintenance, setup, tooling changes, or machine repair;
 - (vi) Devices that are disconnected, unpowered, physically damaged, relocated, or obstructed;
 - (vii) Customer's failure to apply a Device Configuration, Firmware, agent, or connector update made available by Provider or by the Device's manufacturer, or Customer's failure to complete a required upgrade within a reasonable period after notice;
 - (viii) configuration, integration, or administrative errors made by Customer or by a third party acting on Customer's behalf;
 - (ix) third-party services, hosting providers, telecommunications carriers, or ERP, historian, or other systems not operated by Provider, including any integration endpoint on Customer's side;
 - (x) suspension of access for non-payment or material breach as permitted under the Agreement; and
 - (xi) use of the Software other than in accordance with the Documentation, or use of a non-production, trial, beta, or evaluation instance.
- (d) Remedy. Service credits under the Services Credit Policy below are Customer's sole and exclusive remedy for a failure to meet this commitment.
- (e) Termination for chronic failure. If Provider fails to meet the commitment in this Section in three or more calendar months within any rolling six-month period, for reasons not excluded under paragraph (c) and as verified by Provider's monitoring systems, Customer may terminate the affected SaaS line items on the applicable Order Form on thirty (30) days' written notice, with a pro rata refund of prepaid, unused subscription fees for those line items. This right applies only to the affected line items and does not extend to Hardware, perpetual licenses, maintenance, or Professional Services.

3.2. Scheduled Maintenance

Scheduled maintenance will be communicated to Customers at least 48 hours in advance and will be limited to off-peak hours.

4. Severity Levels and Response Times

4.1. Severity Levels & Response Targets

Severity	Description	Target Response	Target Resolution
Severity 1: Critical	Complete outage or major	Within 1 hour	Continuous effort until

	business impact		resolved
Severity 2: High	Major functionality impaired, no workaround	4 business hours	1 business day
Severity 3: Medium	Minor functionality impaired	1 business day	2 to 3 business days
Severity 4: Low	General question or minor issue	2 business days	As scheduled

These targets may vary based on the Support Tier selected in the applicable Order Form or subscription level.

For Devices and Machine Data collection, a complete loss of data collection at a site is treated as Severity 1. Loss of data collection from a single monitored asset is treated as Severity 2.

4.2. Escalation and Support Levels

Provider's support process follows a multi-tiered escalation structure:

- **Level I Support:** Initial intake and triage of support requests.
- **Level II Support:** Functional and technical troubleshooting, usage clarifications, and reproduction of reported issues.
- **Level III Support:** Engineering-level analysis and remediation, including bug fixes or changes to core code.

Provider or its designated third-party support provider will deliver Level I and Level II services directly. Complex issues requiring development intervention will be escalated internally to Level III as needed.

Escalation will occur based on severity and complexity, and Provider will keep Customer informed of status and next steps.

4.3. Resolution Targets

Provider shall use commercially reasonable efforts to resolve all issues promptly but makes no guarantee of resolution timeframes. Resolution may involve a software patch, workaround, or procedural guidance.

5. Customer Responsibilities

- Provide sufficient information to replicate and diagnose issues
- Ensure system access for troubleshooting
- Assign appropriate technical contacts for escalations
- Use the Customer Support Portal for after-hours or high-severity issues

6. Support Hours

- **Business Hours Support:** Monday to Friday, 8:00 AM to 5:00 PM Central Time
- **After-Hours Support (SaaS Customers):** Limited to Severity 1 issues submitted through the Customer Portal

7. Services Credit Policy (SaaS Only)

If Provider fails to meet the uptime commitment in Section 3.1 in any calendar month, Customer may request a service credit as follows:

- o Monthly uptime of less than 99.5% but at least 99.0%: a credit of 5% of the monthly subscription fees for the affected SaaS line items.
- o Monthly uptime of less than 99.0% but at least 98.0%: a credit of 10% of the monthly subscription fees for the affected SaaS line items.
- o Monthly uptime of less than 98.0%: a credit of 20% of the monthly subscription fees for the affected SaaS line items.
- o Credit requests must be submitted in writing within thirty (30) days after the end of the affected calendar month and must identify the affected line items and the periods of unavailability.

- o Credits are applied against the next invoice, are not payable in cash, and may not exceed 20% of the monthly subscription fees for the affected line items in any single month.
- o Service credits are Customer's sole and exclusive remedy for any failure to meet the uptime commitment, other than the termination right in Section 3.1(e).

8. Changes to Support Policy

Provider reserves the right to update this Support Policy periodically to reflect changes in products, services, or business practices. Any material changes to the Policy will take effect at the **start of the Customer's next renewal period**, unless otherwise agreed in writing.

9. Exclusions

This Policy does not cover:

- Issues caused by Customer misuse, negligence, or modifications made without Provider's written consent;
- Third-party systems or platforms not managed by Provider;
- Assistance with data migration or system recovery unless covered by a separate agreement;
- Support requests submitted outside the Support Portal that do not qualify for off-hours escalation.
- Hardware faults arising from any cause excluded under the Hardware warranty in Exhibit D;
- Diagnosis or remediation of Customer network, machine control, or electrical faults, beyond confirming whether a Device is reachable and reporting.

Exhibit B: Change Order Form

This Change Order Form ("Change Order") is entered into pursuant to the Agreement between The Lake Companies, LLC ("Provider") and the customer identified below ("Customer"). This Change Order modifies the applicable Statement of Work ("SOW") as described herein.

1. General Information

Item	Details
Customer Name	
Original SOW Title	
Original SOW Date	
Change Order Number	CO-
Date of Change Order	

2. Purpose of Change

Describe the reason for this change and the scope of its impact:

[Insert detailed description of the requested or required change. May include changes to project scope, deliverables, assumptions, or constraints.]

3. Changes to Scope, Deliverables, or Schedule

Item	Original	Change
Scope/Description		
Deliverables		
Schedule/Timeline		

4. Changes to Fees

Fee Component	Original	Change	Revised Total
Fixed-Fee Work			
Time & Materials Rates			
Estimated Total Fees			

5. Other Terms (if applicable)

Include any changes to assumptions, dependencies, risks, or obligations:

[Insert other material terms or clarifications related to the change.]

6. Authorization

By signing below, the Parties agree to the modifications set forth in this Change Order, which shall be incorporated into and made part of the applicable SOW. All other terms and conditions of the Agreement and SOW remain unchanged.

The Lake Companies, LLC

Signature: _____

Name:

Title:

Date:

Customer

Signature: _____

Name:

Title:

Date:

Exhibit C: Data Processing Addendum

This Data Processing Addendum ("Addendum") forms part of the Agreement between The Lake Companies, LLC ("Provider") and the customer identified in the applicable Order Form ("Customer"), and applies as provided in Section 8.5 of the Agreement. This Addendum reflects the Parties' agreement concerning the Processing of Personal Data in connection with the Services.

1. **Definitions:** Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement.
 - **"Controller", "Processor", "Data Subject", "Personal Data", and "Processing"** shall have the meanings given under the GDPR.
 - **"Applicable Data Protection Law"** means all applicable privacy and data protection laws and regulations, including but not limited to the GDPR, CCPA, and any relevant national legislation.
 - **"Customer Data"** means any data that is provided by or on behalf of Customer to Provider in connection with the Services, which may include Personal Data.
2. **Roles of the Parties:** The Parties acknowledge that: Customer acts as the Controller of Customer Data. Provider acts as the Processor (or Service Provider under CCPA), and shall process Customer Data solely on behalf of and in accordance with Customer's instructions.
3. **Processing Instructions:** Provider will process Customer Data only: As necessary to provide the Services under the Agreement; In accordance with Customer's written instructions; and As required by applicable law. Provider shall notify Customer if it believes any instruction violates Applicable Data Protection Law. Provider's use of De-identified and aggregated data under Section 8.3 of the Agreement is a documented instruction of Customer, and De-identified data is not Personal Data.
4. **Confidentiality:** Provider shall ensure that all personnel authorized to process Customer Data are subject to confidentiality obligations.
5. **Security Measures:** Provider shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including:
 - Encryption of data in transit and at rest
 - Logical access controls
 - Regular vulnerability management and patching
 - Personnel training and awareness
6. **Subprocessors**
 - "Subprocessor" means a third party engaged by Provider to Process Personal Data in connection with Provider's provision of the Services, including any cloud infrastructure or hosting provider through which such Personal Data is transmitted or stored.
 - Customer authorizes Provider to use subprocessors for the purposes of providing the Services.
 - Provider shall ensure that any subprocessors are subject to equivalent obligations under this Addendum.
7. **Data Subject Rights:** Provider shall assist Customer, to the extent reasonably possible, in responding to requests from Data Subjects to exercise their rights under Applicable Data Protection Law (e.g., access, deletion, rectification).
8. **Data Breach Notification:** Provider shall notify Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a Personal Data Breach affecting Customer Data. Such notice shall include:
 - A description of the nature of the breach
 - The categories and approximate number of affected data subjects
 - Contact details of a point of contact
 - Measures taken or proposed to address the breach
9. **Data Transfers.** Where applicable, Provider shall ensure appropriate safeguards are in place for cross-border transfers of Personal Data in accordance with Applicable Data Protection Law, including standard contractual clauses where required.

10. **Return or Deletion of Data.** Upon termination of the Agreement, Provider shall, at Customer's choice, delete or return all Customer Data, unless retention is required by law. This paragraph does not apply to De-identified data retained under Section 8 of the Agreement.
11. **Audit Rights.** Customer may audit Provider's compliance with this Addendum up to once per year, with reasonable advance notice and during normal business hours. Any audit shall be limited in scope to data protection practices related to Customer Data.
12. **Liability.** Liability under this Addendum shall be subject to the limitations of liability set forth in the Agreement.
13. **Conflict.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail to the extent of such conflict with respect to data protection matters.

Exhibit D: Hardware and Devices

Addendum

D1. Scope and Precedence

This Exhibit D applies to all Hardware, Devices, Firmware, and Device Configuration supplied by Provider under an Order Form. Capitalized terms not defined in this Exhibit have the meanings given in the Agreement. This Exhibit D applies only to an Order Form that includes Hardware. In the event of a conflict between this Exhibit D and the body of the Agreement, this Exhibit D controls, but solely with respect to Hardware, Devices, Firmware, and Device Configuration.

D2. Orders, Quotations, and Lead Times

Hardware is ordered through an Order Form. Hardware quotations are valid for thirty (30) days unless expressly stated to be firm for a different period. Quoted lead times are estimates based on supplier availability at the time of quotation and are not guaranteed delivery dates. Provider may substitute a Device model of equivalent or better function, form, and fit, and will notify Customer of any substitution that changes installation requirements, physical dimensions, or system requirements.

D3. Shipment, Title, and Risk of Loss

- (a) Unless the Order Form states otherwise, Hardware is delivered FCA Provider's facility (Incoterms 2020). Risk of loss and damage passes to Customer upon delivery to the carrier.
- (b) Freight, insurance, handling, and any expedited or special shipping charges are Customer's responsibility and may be invoiced by Provider at cost if incurred on Customer's behalf.
- (c) Customer may designate the carrier and routing. Absent instructions, Provider may select the carrier and routing on Customer's behalf and at Customer's expense.
- (d) Customer will inspect each shipment on arrival. Shortages, incorrect items, and visible transit damage must be reported to Provider in writing within ten (10) business days after delivery. Claims for concealed damage or transit loss are made against the carrier.
- (e) Title to Hardware passes to Customer upon Provider's receipt of payment in full for that Hardware. Firmware remains the Device manufacturer's product and is not licensed or sold by Provider. Provider's Device Configuration does not pass as separate title; it is provided as part of the Device and governed by Section D9.
- (f) Provider may make partial shipments and invoice them separately.

D4. [Reserved]

[Reserved.]

D5. Taxes, Duties, and Tariffs

- (a) Prices for Hardware exclude sales, use, excise, and value added taxes, customs duties, tariffs, import fees, and similar governmental charges, all of which are Customer's responsibility in addition to the quoted price, other than taxes based on Provider's net income, property, or employment.
- (b) If, after the date of a quotation or Order Form and before shipment, a new or increased tariff, customs duty, or import fee is imposed on Hardware or its components, Provider may pass through the documented increase on undelivered Hardware by written notice to Customer. Customer may cancel the affected undelivered line items

without charge by written notice given within ten (10) business days after Provider's notice. Provider will supply the country of origin and harmonized tariff schedule classification for any Device on request.

D6. Cancellation, Returns, and Restocking

Provider's Hardware offering is buy-to-order or configure-to-order for the specific Device ordered. Provider does not maintain a general inventory of Hardware, except that Provider may from time to time hold a limited stock position in a particular Device model for operational convenience. Paragraphs (b) and (c) of this Section D6 apply only where Provider held, and is cancelling or accepting the return of, a unit from such a stock position; paragraph (d) applies to Hardware Provider procures or configures specifically for Customer's order, which is the ordinary case.

(a) Accepted Hardware orders are firm. Customer may cancel only with Provider's written consent.

(b) Items from a Provider stock position cancelled in writing before shipment: no charge.

(c) Items from a Provider stock position cancelled after shipment, or returned for convenience: a restocking charge of twenty percent (20%) of the line item price plus all freight, provided the item is returned unused, undamaged, and in original packaging within thirty (30) days after delivery under a return authorization issued by Provider.

(d) Non-stock, special order, or configured-to-order items, and any item procured specifically for Customer, are not cancellable and not returnable once ordered from the supplier. Customer is responsible for the full price.

(e) Hardware that has been installed, energized, or placed into service is not returnable for convenience.

(f) No credit will be issued for Hardware returned without a return authorization from Provider, and Provider may refuse delivery of such returns.

D7. Hardware Warranty

(a) Third-Party Hardware. Third-Party Hardware carries only the manufacturer's own warranty, for the period stated in the manufacturer's published warranty terms applicable to that Device (the "Hardware Warranty Period" for that Device), which Provider will pass through to Customer to the extent that warranty is assignable. Provider makes no independent warranty with respect to Third-Party Hardware, and Provider's obligation is limited to coordinating Customer's claim with the manufacturer and, where the manufacturer repairs or replaces the unit, re-loading Device Configuration and shipping the unit under Section D8. Firmware is the manufacturer's product, is subject to the manufacturer's license terms, which Customer will comply with, and is warranted and updated, if at all, solely under the manufacturer's terms and support process.

(b) Provider-Branded Devices. If Provider sells a Provider-branded Device under an Order Form, Provider warrants that such Device will be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of shipment, which will be the Hardware Warranty Period for that Device.

(c) Sole remedy. Customer's sole and exclusive remedy, and Provider's entire liability, for breach of the warranty in Section D7(b) is, at Provider's option, repair or replacement of the affected Device with a new or refurbished unit of equivalent function. Replacement units ship FCA Provider's facility. Provider pays return freight for units confirmed by Provider to be defective within the Hardware Warranty Period, and Customer pays outbound freight for the return of the affected unit. A repaired or replacement unit is warranted for the remainder of the original Hardware Warranty Period or ninety (90) days from shipment of the replacement, whichever is longer.

(d) Exclusions. The Hardware warranty does not apply to, and Provider has no obligation with respect to, any defect, failure, or nonconformity arising from or relating to: (i) misuse, abuse, accident, neglect, vandalism, theft, or transit damage after risk of loss has passed; (ii) installation, mounting, wiring, grounding, or configuration not in accordance with Provider's Documentation, or installation performed by anyone other than (A) Provider, (B) a party authorized by Provider in writing, or (C) Customer's own personnel acting in accordance with Provider's written installation instructions; (iii) electrical supply outside the Device's rated specification, power surges, brownouts, lightning, static discharge, or faults originating in Customer's electrical system or in the monitored equipment; (iv) operation or

storage outside the Device's published environmental ratings, including temperature, humidity, vibration, and ingress of coolant, cutting fluid, oil, chips, or metallic or conductive dust; (v) opening, disassembly, alteration, repair, or attempted repair by anyone other than Provider or a party authorized by Provider in writing; (vi) consumables, cabling, connectors, mounting hardware, batteries, and similar items subject to wear, and cosmetic damage that does not affect function; (vii) Customer's failure to install a Firmware update issued by the Device's manufacturer, or a Device Configuration update issued by Provider, that has been identified as required; or (viii) any cause external to the Device, including a defect, malfunction, or modification in Customer's production equipment, machine control, or network.

(e) Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY IN SECTION D7(b) AND THE OBLIGATION IN SECTION D9(d), HARDWARE, DEVICES, FIRMWARE, AND DEVICE CONFIGURATION ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY IN THIS SECTION IS NOT TRANSFERABLE OR ASSIGNABLE EXCEPT AS EXPRESSLY PERMITTED BY PROVIDER IN WRITING.

D8. Return and Advance Replacement

(a) Provider does not operate a formal RMA process. Customer opens a support request through the Support Portal describing the issue with the affected Device; Provider will issue return or replacement instructions if applicable. Devices returned without a return authorization from Provider may be refused.

(b) Provider does not maintain a stock position for every Device model. Where Provider has a unit available, Provider will use commercially reasonable efforts to ship a repaired or replacement unit within five (5) business days after receipt of the returned unit. Where Provider does not have a unit available, Provider will place a replacement order with the applicable manufacturer, and replacement will take the manufacturer's then-current lead time plus Provider's configuration time, currently estimated at four (4) to eight (8) weeks in total; Provider will keep Customer informed of the expected timing.

(c) Advance replacement, in which Provider ships a replacement before receiving the failed unit, is available only where Provider has a unit in stock, and otherwise at Provider's discretion against a purchase order; Provider does not guarantee advance-replacement availability for any Device model. Customer's purchase of an on-site spare unit remains the most reliable way to avoid the lead time described in Section D8(b). If the failed unit is not received by Provider within thirty (30) days after Customer's receipt of the replacement, Provider may invoice Customer the then-current list price of the replacement unit.

(d) Units returned and found to be free of defect may be subject to a diagnostic and handling charge at Provider's then-current rates plus return freight.

D9. Device Configuration

(a) Device Configuration has the meaning given in the Agreement and is distinct from Firmware, which is addressed in Section D7(a). Provider retains all right, title, and interest in Device Configuration, including underlying templates, tag maps, and libraries. Provider grants Customer a non-exclusive, perpetual, royalty-free license to use Device Configuration solely with the Device on which it is installed, and this license transfers with the Device to any transferee permitted under the Agreement. Device Configuration does not include Software, which is licensed under Section 3 of the Agreement even when installed on a Device.

(b) Customer will not copy, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the underlying logic of Provider's Device Configuration, or circumvent any access control feature of a Device, in each case except as Provider authorizes in writing. No source code is provided.

(c) Provider may make Device Configuration updates available from time to time. Some updates are identified as required to maintain warranty coverage, support eligibility, or security. Where a Device is connected to the Provider-hosted platform, Customer authorizes Provider to deliver and install Device Configuration and security updates remotely. Provider will use commercially reasonable efforts to schedule any update expected to interrupt data

collection outside Customer's stated production hours where practicable. Firmware updates issued by a Device's manufacturer are handled under the manufacturer's own support process referenced in Section D7(a), not by Provider.

(d) For twelve (12) months after shipment of a Device, Provider will use commercially reasonable efforts to correct a reproducible nonconformity in the Device Configuration loaded on it, or to make available a corrective update under Section D9(c). This is Customer's sole and exclusive remedy for any nonconformity in Device Configuration.

D10. Installation, Site Access, and Safety

Installation and commissioning services, where ordered, are Professional Services performed under a Statement of Work.

(a) Customer responsibilities. Customer will: (i) provide safe, lawful, and timely access to the relevant site and equipment, including any required escort, badging, or site orientation, and disclose in advance any known hazards, hazardous materials, or restricted areas; (ii) ensure that all equipment to be connected is in a safe state and, where required, de-energized, isolated, locked out, and tagged out in accordance with Customer's own energy control program before any connection work begins, it being understood that Customer's lockout and tagout program governs and that Provider personnel will comply with it; (iii) obtain any approval required from the original equipment manufacturer, control vendor, or service provider where connection to a machine could affect an equipment warranty, a control system license, or a service agreement; (iv) provide electrical power, network drops, wireless coverage, IP addressing, firewall rules, VLAN configuration, and any certificates or credentials required for the Devices to communicate; (v) obtain any consent required from a landlord, insurer, union, or works council; and (vi) schedule any machine stoppage required for installation, Customer acknowledging that connecting to production equipment may require brief stoppage of that equipment.

(b) Provider responsibilities. Provider personnel and subcontractors will comply with Customer's reasonable site safety, security, and access rules that Customer provides in writing in advance. Customer will not require Provider personnel to execute, as a condition of site entry, any document that purports to modify the Agreement, and any such document is void as between the Parties with respect to the subject matter of the Agreement.

(c) Condition of Customer equipment. Customer is responsible for the condition, maintenance, safety, guarding, and lawful operation of its production equipment. Provider is not responsible for pre-existing conditions, non-conforming or undocumented wiring, undocumented machine modifications, or latent defects in Customer equipment, including where such conditions are first discovered or become apparent during or after installation. Where Provider identifies such a condition, Provider will notify Customer and may decline to proceed until it is remedied, and any resulting delay is a Customer-caused delay under the Professional Services provisions of the Agreement.

(d) Safety systems. Provider will not modify, bypass, disable, or interfere with any safety interlock, machine guard, light curtain, emergency stop circuit, or safety-rated control on any equipment, and Customer will not request that Provider do so. Devices are for monitoring and data collection only. DEVICES ARE NOT SAFETY DEVICES, ARE NOT SAFETY-RATED OR CERTIFIED FOR ANY SAFETY FUNCTION, AND MUST NOT BE USED FOR OR RELIED UPON FOR MACHINE CONTROL, EMERGENCY STOP, PERSONNEL PROTECTION, ENVIRONMENTAL PROTECTION, OR ANY APPLICATION IN WHICH FAILURE OR INACCURACY COULD RESULT IN INJURY, DEATH, OR SIGNIFICANT PROPERTY OR ENVIRONMENTAL DAMAGE.

D11. Intended Use and Advisory Outputs

Devices and the Software provide monitoring, data collection, analytics, and advisory output. The Estimates and Advisory Outputs provisions of the Agreement apply in full to Devices and to any output derived from Machine Data.

D12. Device Security

(a) Provider will follow commercially reasonable secure development practices for its Device Configuration and will make security updates to Device Configuration available for supported Device models during the support period for that model, and will relay to Customer manufacturer Firmware security advisories of which Provider becomes aware.

(b) Devices are designed to initiate outbound connections. Provider does not require Customer to expose any Device to inbound connections from the public internet, and Customer should not do so.

(c) Customer is responsible for its own network architecture, including segmentation and isolation of operational technology networks, access control, credential management, and physical security of Devices.

(d) Provider will notify Customer without undue delay after confirming a vulnerability in a Device model in use by Customer that Provider reasonably determines presents a material risk, together with available mitigation or remediation.

(e) Provider maintains a security contact for vulnerability reports as published in the Documentation. Customer will not perform penetration testing against the Provider-hosted platform without Provider's prior written consent. Customer may scan Devices on its own network, with reasonable advance notice to Provider before any intrusive testing.

(f) Provider will publish and maintain the supported Device Configuration version and the end-of-security-support date for each Device model.

D13. Replacement Availability, End of Sale, and Continuity

Provider will use commercially reasonable efforts to make replacement Devices, or successor Devices of equivalent function, available for a period of five (5) years following the date of last shipment of a given Device model. Provider will give Customer written notice before the end of sale of a Device model in use by Customer at least as far in advance as Provider itself receives notice from the Device's manufacturer, and Provider will use commercially reasonable efforts to provide at least ninety (90) days' notice. Provider will accept last-time-buy orders for that model for ninety (90) days following such notice, subject to supplier availability. Provider's obligations under this Section D13 are conditioned on the availability, pricing, and lead time made available to Provider by the applicable Device manufacturer.

D14. Export, Trade, and Location

Devices, Firmware, and Device Configuration may be subject to United States export control laws and regulations, including the Export Administration Regulations. Customer will not export, re-export, transfer, or install any Device, Firmware, or Device Configuration in violation of those laws. Customer will notify Provider in writing before relocating any Device to a country other than the country of the ship-to address stated on the applicable Order Form. The export compliance and sanctions provisions of the Agreement apply to Hardware, Firmware, and Device Configuration in addition to Software.

D15. Support for Devices

Device support is provided under Exhibit A during the applicable maintenance or subscription period and is limited to confirming Device connectivity and reporting status, diagnosis of Device faults, coordination of warranty repair and replacement under Section D7, and delivery of Device Configuration updates. Device support does not include diagnosis or remediation of Customer network faults, machine control faults, or electrical faults, or on-site labor, each of which is available as Professional Services at Provider's then-current rates.