



END USER LICENSE AGREEMENT

This End User License Agreement is hereby entered into between Neptronic, as licensor and you as the End User. This EULA together with the Terms and Conditions govern the use by the End User of: (a) the Licensed Software (b) all printed or online documentation for the License Software and (c) all backup copies authorized and made in compliance with the terms of this EULA. For the purposes hereof:

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a majority of voting interest in the subject entity.

“**Agreement**” means collectively this EULA and the Terms and Conditions.

“**Confidential Information**” means the Intellectual Property and trade secrets and other information of proprietary and confidential nature which belongs to Neptronic.

“**Customer**” means any person, company, firm, enterprise or other entity that purchases the Licensed Software for either their own internal use as End User or as reseller for the purposes of reselling to the End User.

“**End User**” or “**you**” means any person, company, firm, enterprise or other entity, as licensee, authorized to use the Licensed Software for their own internal use and not for reselling or sublicensing.

“**End User License Agreement**” or “**EULA**” means this agreement entered into between Neptronic and the End User.

“**Intellectual Property**” means intellectual property designed, developed created and owned by Neptronic including, without restriction, the Licensed Software and all related patents and inventions, copyrights, trademarks, trade names and styles, and logos and designs, documentation, algorithms, methods, modifications, improvements, derivative works, trade secrets, concepts, technical information, drawings, engineering procedures, designs, know-how and processes, inventions, hardware, software, and other industrial property including, without restriction, any and all pending applications for patents and/or trademarks and any Technology presently in use or under research directly or indirectly linked with the business carried on by Neptronic.

“**Licensed Software**” shall mean the Software licensed under the terms of this Agreement.

“**Neptronic**” means a division of National Environmental Products Ltd. and its Affiliates.

“**Permitted Third Parties**” means the End User’s Affiliates, employees, contractors and network service providers.

“**Representatives**” means the End User’s Affiliates and duly authorized employees, contractors and service providers.

“**Software**” means the software purchased including SaaS (as defined in the Terms and Conditions) from Neptronic by the Customer as End User or as reseller for and on behalf of the End User, which is designed and developed by Neptronic and embedded in the hardware known as edge-type computer or any other similar computer or device in the edge controller family of products manufactured and/or distributed by Neptronic with the Software, containing applications used for the purposes of facilitating the control and operation of HVAC equipment “Software” also includes any other software that may be designed, developed and distributed by Neptronic in the future.

“**Technology**” means any technology, equipment, technical information, method, design, drawings, specifications, diagrams and documents related to the manufacturing and assembly, in whole or in part, of the Licensed Software as well as the hardware embedding the Licensed Software, developed, designed, manufactured or distributed by Neptronic.

“**Terms and Conditions**” means the *Terms and Conditions of Sale for Neptronic Software, Cloud SaaS Software and Hardware Products*.

“**Updates**” means upgrades, error corrections, changes or revisions to the Licensed Software.

IF YOU ARE PURCHASING, ACCESSING, INSTALLING, CONFIGURING, OPERATING OR USING THE LICENSED SOFTWARE THROUGH THE TECHNOLOGY AND MEANS PROVIDED BY NEPTRONIC ON BEHALF OF, OR FOR THE BENEFIT OF THE END USER, BY ACCEPTING THIS AGREEMENT YOU ALSO REPRESENT THAT YOU ARE EXPRESSLY AUTHORIZED BY THE END USER TO ACCEPT THE TERMS OF THIS EULA FOR THE BENEFIT AND ON BEHALF OF THE END USER.

IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, OR IF YOU ARE NOT EXPRESSLY AUTHORIZED BY THE END USER TO ACCEPT THE TERMS OF THIS AGREEMENT FOR AND ON BEHALF OF THE END USER, THEN YOU MUST IMMEDIATELY CEASE AND DISCONTINUE ANY INSTALLATION PROCESS OF OR ACCESS TO AND NOT USE THE LICENSED SOFTWARE.

1. License Grant

1.1 Subject to payment by the End User, or by the Customer on behalf of the End User of the fees for the Licensed Software and strict compliance with the terms and conditions of this EULA, Neptronic grants you, **on a one license per user basis**, a restricted, limited, nontransferable, nonexclusive license, without the right of sublicense or transfer, to install, configure, use and execute the Licensed Software together with all related documentation to the Licensed Software, including any Updates provided by Neptronic. Apart from the license expressly granted herein to Licensed Software, no license or other right is granted by Neptronic to you under this Agreement, either directly or by implication, estoppel, or otherwise including, without limitation, the right to perform any derivative works).

1.2 You shall use the Licensed Software solely and uniquely for your personal internal use and allow only the Permitted Third Parties to access and use the Licensed Software strictly for the purposes of providing services to you pursuant to the license granted to you under the terms and conditions set forth in this Agreement. You understand and agree that it is your responsibility and liability to bind the Permitted Third Parties to the terms of this EULA and to ensure their compliance with it and you confirm that you shall be responsible for such compliance and any breach by them and for their acts and omissions

1.3 The Licensed Software is licensed and not sold. Subject to the license expressly granted in this EULA, Neptronic, on behalf of itself and its Affiliates, retains all rights in and to the Licensed Software and in all documentation and other related materials. The rights in the Licensed Software are valid and protected in all forms, media and technologies existing now or hereafter developed. Any use of the Licensed Software other than expressly stated in this Agreement is strictly prohibited.

2. License Conditions

2.1 The End User **must** fulfill, perform and observe the following:

- a) use the Licensed Software strictly in accordance with this Agreement;
- b) run the Licensed Software only on the hardware for which it was intended to operate;
- c) use license keys (if applicable) provided only by Neptronic or its authorized provider;
- d) treat the Licensed Software as Neptronic's Confidential Information in accordance with Article 7 hereof;
- e) use the Licensed Software only on as many computers or devices for which licenses were purchased from Neptronic and in such configurations as permitted by Neptronic
- f) regularly back up your data created, stored or preserved in connection with the use of the Licensed Software;
- g) comply with all laws and regulations applicable to your use of the Licensed Software including, without limitation, data privacy,

2.2 Except as otherwise permitted by this EULA or by mandatory law imposed by relevant governmental authorities, the End User **must not**, and **must not allow** the Permitted Third Parties, to do the following:

- a) modify or remove any proprietary notices or markings on or in the Licensed Software;
- b) transfer license keys to any other person or entity;
- c) download Updates from Neptronic or an authorized provider without Neptronic's express authorization.
- d) install Updates on your servers, networking, storage, integrated solutions, and/or data protection appliances, etc. unless Neptronic expressly agrees to that effect;
- e) install and operate counterfeit versions of the Licensed Software (i.e. software provided by anyone other than Neptronic);
- f) violate or circumvent any technological use restrictions in the Licensed Software;

- g) sell, loan, rent, lease, sublicense, distribute or encumber (e.g., by lien, security interest, etc.) the Licensed Software;
- h) use any trademarks, service marks or logos of Neptronic and its Affiliates or suppliers;
- i) provide access to the Licensed Software or allow use by any third party, other than the Permitted Third Parties, without Neptronic's prior express consent;
- j) copy (except for authorized backup purposes), publish, upload, post or transmit the Licensed Software in any way other than as permitted by this EULA;
- k) modify or create derivative works based upon the Licensed Software, or decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Licensed Software, in whole or in part;
- l) undermine the security, integrity, authentication or intended operation of the Licensed Software;
- m) create or permit others to create Internet "links" to the Licensed Software or "frame" or "mirror" the Software on any other server, wireless or Internet-based device;
- n) share or publish the results of any benchmarking of the Licensed Software without Neptronic's prior written consent;
- o) use the Licensed Software for high-risk activities including, without limitation, online control systems, or use in hazardous environments requiring fail-safe performance, or in any other device or system in which function or malfunction of the Software could result in death, personal injury or physical or environmental damage;
- p) assign this EULA, or any right or obligation under this EULA, or delegate any performance, without Neptronic's prior written consent;
- r) change the behavior of, or modify any application programming interface, whether by changing behavior of classes, by creating additional classes within any interface or otherwise causing the addition to or modification of the classes in an interface;
- s) incorporate any code included with the Licensed Software or any documentation in any product created by you using the Licensed Software;
- t) create, or permit to be used with the Licensed Software, any device integration into the Licensed Software that does not integrate through the driver framework of the Licensed Software;
- u) access or use or allow direct or indirect access or use of the Licensed Software for development, provision or use of a competing software service or product;
- v) input, upload, transmit or otherwise provide to or through the Licensed Software, any unlawful, injurious or malicious information, materials or code; and
- w) alter or remove any proprietary rights notices or legends on or in the Licensed Software.

3. Compliance Verification

The End User must:

- a) maintain and use systems and procedures that allow the End User to accurately track the End User's use of the Licensed Software;
- b) certify to Neptronic in writing, at Neptronic's request, that the End User's use of Licensed Software fully complies with this EULA, indicating the number of Software licenses deployed at that time; and
- c) cooperate fully and timely with Neptronic and its auditors if Neptronic notifies the End User that it will conduct an audit to confirm the End User's compliance with this EULA.

4. Support and Loss or Theft of Data

- 4.1 Neptronic shall have no obligation to provide technical support to you except as provided in a separate agreement signed by Neptronic. You are responsible for the selection of the Licensed Software and security, proper installation and use, including verifying the results obtained from use and taking appropriate measures to prevent loss or theft of data. Neptronic is not responsible or liable for (a) any injury or damage to any persons or property resulting from your licensed use of the Licensed Software, or (b) any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events due to force majeure or beyond of Neptronic's control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Neptronic; (v) acts or omissions of third parties you retain including the Permitted Third Parties; (vi) your negligence or failure to use the latest version or follow published documentation by Neptronic; (vii) modifications or alterations not made by Neptronic; (viii) loss or corruption of data; (ix) unauthorized access via your credentials; or (x) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.
- 4.2 You acknowledge that (a) the use of the Licensed Software in your specific end user network environment including any problems or issues related to data, security and systems, including data in and from your network environment and systems, are all your responsibility and liability; (b) you are solely responsible and liable for the deployment and hosting of the Licensed Software in your end user network environment including any required set up, maintenance, installation, integration and/or configuration in connection therewith; (c) you are responsible for testing and compatibility of the Licensed Software in your end user network environment, the connectivity required to use the Licensed Software instance and for maintaining equipment, security and infrastructure in your end user network environment, in which the Licensed Software is deployed; (d) for Licensed Software deployed within you end user network environment, you will provide adequate connectivity to allow access to your data sources, configurations, certificates, opening ports and/or otherwise updating firewall rules to enable operability of the Licensed Software instance; (e) you will provide any necessary support to ensure that any periodic Updates to the Licensed Software which Neptronic may provide pursuant to an active software

maintenance agreement purchased or obtained with a subscription by you or by the Customer on your behalf operate properly in your end user network environment; (g) you will implement commercially reasonable and customary administrative, physical and technical safeguards in you end user network environment to protect the Licensed Software and follow industry-standard security practices including, without limitation, to protect against the introduction of any computer virus; and (h) you will immediately notify Neptronic of any breaches of security or other issues in your end user network environment that may have adverse effect or impact on the Licensed Software.

- 4.3 You further acknowledge and agree that: (i) Neptronic is not responsible or liable for any injury, claim, loss or damage to any persons or property resulting from your use of the Licensed Software in your end user network environment or with other third-party components; (ii) Neptronic is not responsible or liable for the integrity, availability, or quality of data provided by third-party systems or software; (iii) Neptronic does not provide support for or guarantee interoperability with third-party systems, property or software that are not provided by Neptronic; and (iv) Neptronic does not provide any warranties and has no indemnification obligations for any claim arising from the set-up, configuration and operation of your end user network environment. In addition to the indemnification obligations set forth in Article 10 hereof, you agree and covenant to, at your cost and expense, defend, indemnify, and hold Neptronic and its Affiliates, directors, shareholders, officers, employees licensors or other duly authorized agents harmless from and against all losses, claims, fees, damages, awards, suits and other causes of action arising out of claims by third parties (i) resulting, directly or indirectly, from the operation of your end user network environment and/or (ii) infringement of that any of third party intellectual property rights integrated and/or used in connection with the end user network environment.

5. Fees

Fees and payment terms are stated in the purchase order you have placed with Neptronic or one placed by the Customer as reseller on your behalf, as the case may be. The license fees paid by you or on your behalf are paid in consideration of the license granted under this Agreement. Unless expressly agreed to the contrary by Neptronic in writing, the fees are non refundable.

6. Intellectual Property

The End-User acknowledges and confirms that all rights, title and interest in and to the Intellectual Property, including, without limitation, all intellectual property rights therein are owned by and vested with Neptronic, its Affiliates or licensors. You shall not have any right, title, or interest to the Intellectual Property other than the restricted license granted under the terms of this EULA. Licensed Software except as expressly provided in this Agreement. You agree to take best commercial measures in order to secure and protect the Intellectual Property and Neptronic's proprietary rights therein.

7. Confidentiality

You acknowledge that the Licensed Software contains valuable Confidential Information and you agree to maintain the confidentiality of the Confidential Information and more specifically, the End User agrees: (i) to hold all Confidential Information in strict confidence in accordance with the terms of this Agreement; (ii) not to use the Confidential Information for any purpose other

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NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT NEPTRONIC'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE LICENSED SOFTWARE TO YOU WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE LESSER OF THE FOLLOWING AMOUNTS: (a) THE TOTAL AMOUNTS PAID TO NEPTRONIC FOR THE LICENSED SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR OCCURRENCE THAT GAVE RISE TO THE CLAIM FOR DAMAGES OR LOSSES OR (b) THE AMOUNT PRESCRIBED BY APPLICABLE LAW. ANY SUCH CLAIMS WILL BE ON AN AGGREGATED BASIS AND MULTIPLE CLAIMS WILL NOT AFFECT THE ABOVE-MENTIONED LIMIT. THE LIMITATIONS IN THIS ARTICLE 9 APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN RELATION TO THIS AGREEMENT REGARDLESS OF FORM.

IN NO EVENT SHALL NEPTRONIC OR ITS AFFILIATES, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES LICENSORS OR OTHER DULY AUTHORIZED AGENTS OR BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS OR INJURIES FROM ANY DISRUPTION, SUSPENSION OR CESSATION OF OPERATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY AND EXCLUSIVELY LIABLE FOR ANY AND ALL LOSSES, DAMAGES, CLAIMS AND INJURIES THAT MAY RESULT FROM ANY CESSATION OF OPERATION, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR BREACH OF SECURITY AND ANY LOSS OF DATA.

10. Security, Prevention and Indemnification

You acknowledge that there can be no assurances whatsoever that equipment control applications such as the Licensed Software will protect any individual or his or her property from harm. Consequently, the End User covenants and agrees to take appropriate safety precautions when operating or maintaining equipment connected to or operated or controlled by the Licensed Software. Neptronic assumes no responsibility or liability for any injury or damage to any persons or property resulting from the use by you and/or any other person authorized by you under the terms of this EULA of the Licensed Software. Unless Neptronic has provided its express written consent for a specific use or application of the Licensed Software, you will make commercially reasonable business efforts and arrangements to ensure that the Licensed Software is not used in any application in which the failure of the Licensed Software could lead to death, personal injury or severe physical or property damage, including, without limitation, environmental damage and Neptronic hereby expressly renounces to and disclaims any express or implied warranty or condition of fitness for such high-risk applications.

Furthermore, You shall indemnify and hold Neptronic and its Affiliates harmless from and against all losses, claims, damages and other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning (i) a breach of any of your obligations, covenants, representations or warranties contained herein; (iii) any product developed by you using the Licensed Software; (iv) any combination of the Licensed Software, or any component of it, with any product developed by you or, a third party authorized by you, using the Licensed Software or with any other product, equipment, device, software, system or data not supplied by Neptronic, and (v) the negligence or intentional misconduct of you or your officers, employees, agents or contractors. You agree not to file any

cross-claim, third party claim or action against Nepronic based on a claim, suit, action or proceeding threatened or commenced against you related to the Licensed Software.

11. Additional Terms

11.1 Waiver and Severability. Failure to enforce a provision of this EULA will not constitute a waiver of that or any other provision of this EULA. If a court of competent jurisdiction determines that any part of this EULA or document that incorporates this EULA by reference is unenforceable, that ruling will not affect the validity of all remaining parts.

11.2 Entire Agreement. You acknowledge having read and understood this EULA as well as the Terms and Conditions, which are incorporated herein by reference, and having obtained or expressly waived counsel with respect to the content hereof. You represent and acknowledge that you did not rely on any representations or statements that do not appear in this Agreement when accepting this EULA. This EULA and the Terms and Conditions constitute the entire agreement and understanding between the parties, supersede and render null and void any and all prior agreements between the parties. Except as otherwise expressly provided, no subsequent alteration, amendment, change or addition to this EULA shall be binding upon the parties unless signed in writing or expressly accepted, by technological means provided by Nepronic, by all the parties hereto.

11.3 Governing Law and Jurisdiction. This EULA shall be governed by and construed in accordance with the laws of Province of Quebec and Canada, applicable therein without giving effect to principles of conflicts of law rules. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the Province of Quebec for any litigation or dispute arising from or relating to this EULA and the parties confirm and agree that the exclusive venue for any such litigation shall be vested with a court of competent jurisdiction located in the Judicial District of Montreal.