

SENTRIDO BASELINE INFORMATION SECURITY SUBSCRIPTION AGREEMENT

By accepting this Agreement, or by downloading, installing, deploying, accessing or utilizing the Sentrido™ services (“Service”), you acknowledge and agree to be bound by the terms and conditions contained within this Agreement. If you do not agree with this, you should not continue with usage of the Service and de-install any related software.

If you are engaging with the Service in the capacity of an employee, agent, or contractor of a corporation, partnership, or similar entity, you hereby affirm that you possess the necessary authority to enter into this Agreement on behalf of said entity. Consequently, you agree that your acceptance of this Agreement binds the entity to these terms. The rights and privileges granted under this Agreement are contingent upon such acceptance by authorized representatives.

1. Definitions:

- 1.1 “**Sentrido**” means Sentrido Inc., a Canadian corporation with the address at 103-2727 Steeles Ave W, Unit #301, Toronto, ON M3J 3G9.
- 1.2 “**Documentation**” shall mean any specifications, technical manuals and other materials provided by Sentrido associated with the Services.
- 1.3 “**Intellectual Property Rights**” shall mean: (i) rights associated with works of authorship, including but not limited to copyrights, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.4 “**Order**” means a purchase commitment mutually agreed upon between (1) Sentrido and Subscriber, or (2) a Sentrido authorized distributor or reseller and Subscriber.
- 1.5 “**Service**” shall mean the Sentrido Baseline Information Security service set forth in the Order. The Service shall include Updates and Documentation.
- 1.6 “**Software**” means Sentrido’s proprietary software applications.
- 1.7 “**Subscriber**” means the legal entity that has (i) placed an Order to receive the Service or (ii) that has registered for an evaluation period per section 2.5 herein.
- 1.8 “**Subscription**” means a personal, non-exclusive, non-transferable right to use the Service, in accordance with the terms of this Agreement and the Order.
- 1.9 “**Subscription Fees**” means the fees set forth in the Order.
- 1.10 “**Subscription Term**” means the time period set forth in the Order whereby Subscriber may access the Services.

- 1.11 **“Support Services”** means the support services provided by Sentrigo with respect to the Service as further described in the Sentrigo Support Services datasheet posted at <https://www.sentrigo.com/support>
- 1.12 **“Sentrigo Baseline Information Security”** shall mean the Sentrigo Baseline Information Security service where customers may utilize Sentrigo Discovery software and Sentrigo web application.
- 1.13 **“Updates”** shall mean periodic updates to a Service or software. Updates provided under this Agreement shall be deemed part of the Service under the terms of this Agreement. All updates, enhancements and bug fixes for the Service will be made available to Subscriber no later than the date Sentrigo releases such updates, enhancements, and bug fixes to any of its other subscribers and at no additional charge. Sentrigo shall provide Subscriber with continuous Updates of the Service, in accordance with the Documentation.
- 1.14 **“You”** means the Subscriber.

2. Subscription and Grant of Right to Use

- 2.1 Subject to the terms and conditions of this Agreement and the applicable Order, Sentrigo grants to Subscriber a Subscription to the Services for the duration of the Subscription Term. By accepting this Agreement and subscribing to the Services, the Subscriber hereby provides its consent for Sentrigo to process personal and other data in accordance with the applicable privacy laws and Sentrigo's Privacy Policy, as necessary for the provision and improvement of the Services. Subscriber may use the Service solely for Subscriber's internal business operations (not for the benefit of any other person or entity) during the Subscription Term, provided Subscriber has paid and continues to pay the Subscription Fees. Subscription Fees are nonrefundable. Subscriber may not resell, rent, lease or timeshare the Service or provide subscription services for the Service or permit others to do so. Subject to the terms of this Agreement, Subscriber may allow its employees and individuals working for it that are classified as independent contractors to use the Service solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for the compliance of all such employees and independent contractors with the terms and conditions of this Agreement, and for the actions, omissions or breach by such employees and independent contractors. Any other use of the Service by any other entity is forbidden and a violation of this Agreement, including any companies, partnerships or joint ventures acting as vendors or partners to Subscriber and classified by Subscriber as independent contractors.
- 2.2 All Orders shall be governed by the terms and conditions in this Agreement. For clarity, Sentrigo will not be obligated to provide the Service to Subscriber until a valid Order for the Service has been received and accepted by Sentrigo. Subscriber

agrees that its subscription for the Service is not based upon expectations of any future functionality or features.

2.3 Sentrido will use commercially reasonable efforts to provide the Service for the Subscription Term. Sentrido reserves the right to suspend Subscriber's access to, or use of, the Service, if (i) required by law or so directed by a court or competent authority, (ii) you have failed to pay the Subscription Fees when due, or (iii) you are, or are suspected of, using the Service for fraudulent or illegal activities (each, a "Service Suspension"). Sentrido will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Subscriber and Sentrido will work with Subscriber to resolve the issues. Sentrido will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension.

2.4 Sentrido may modify, enhance, replace, or make additions to the Service. Sentrido may collect information concerning network data, such as IP addresses, network ports, application names, network-attached device names, and user data, such as full name, email address through the Service if applicable. Sentrido may use such information in an anonymized fashion for the purposes of developing, analyzing, maintaining, reporting on, and enhancing Sentrido's services and products. Sentrido may disclose such information as required by law or to cooperate with a bona fide law enforcement investigation.

2.5 Free Access Subscriptions.

2.5.1 Sentrido may provide you access to the Services for free or on a trial basis ("Free Access Subscriptions") or with "alpha", "beta", or other early-stage integrations, or features ("Beta Releases"), which are optional for Subscriber to use. This Section will apply to any Free Access Subscriptions or Beta Releases and supersedes any contrary provision in this Agreement. Sentrido may use good faith efforts in its discretion to assist Subscriber with Free Access Subscriptions or Beta Releases. Nevertheless, and without limiting the other disclaimers and limitations in this Agreement, SUBSCRIBER AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA, OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO BETA RELEASES, SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH SENTRIDO WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF BETA RELEASES ARE AT SUBSCRIBER'S SOLE RISK. Sentrido makes no promises that future versions of Beta Releases will be released or will be available under the same commercial or other terms. Sentrido may terminate Subscriber's right to

use any Free Access Subscriptions or Beta Releases at any time for any reason or no reason in Sentrigo sole discretion, without liability.

2.5.2 If the Service is provided to Subscriber for evaluation purposes, whether via online registration, an Order or otherwise, then Subscriber may use the Service only for internal evaluation purposes for a maximum of 30 days (or such other period specified by Sentrigo in writing at its sole discretion (the “Evaluation Period”). Prior to the end of the Evaluation Period, Subscriber may contact Sentrigo to subscribe to the Service to continue using the Service pursuant to the terms of this Agreement. During the Evaluation Period, use of the Service is subject to the terms and conditions of this Agreement except that the Service is provided on an AS IS basis without any warranties of any kind and no use of the Service for penetration testing is permissible. Sentrigo may terminate the Evaluation Period at any time, and without notice, if it determines in its sole discretion that the Service is being misused or for any other reason. If Subscriber elects not to subscribe to the Service prior to the end of the Evaluation Period, the Service will terminate on the last day of the Evaluation Period and Subscriber must delete all software, data and other components (including Documentation) related to the Service at the end of the Evaluation Period, and confirm those deletions in writing to Sentrigo, or Subscriber will be invoiced for the then-current list price for the Service. Any data Subscriber uploads into the Service during the Evaluation Period and any configurations made to the Service by or for Subscriber during the Evaluation Period may be permanently lost unless Subscriber purchases a subscription to the Service.

3. Fees and Payment

3.1 If Subscriber purchases through a Sentrigo authorized reseller or distributor, all fees and payment terms shall be agreed between Subscriber and the applicable reseller or distributor. Section 3.2 below applies if Subscriber has placed an Order directly with Sentrigo.

3.2 This section outlines the financial obligations and payment terms under which the Subscriber agrees to subscribe to the Service provided by Sentrigo.

3.2.1 **Payment Schedule:** The Subscriber shall pay the subscription fees for the Service either on a monthly or annual basis, as selected by the Subscriber at the time of subscription. The chosen payment schedule will commence from the date of activation of the Service.

3.2.2 **Provision of Service:** Access to and use of the Service is contingent upon receipt of payment. The Service will be provisioned to the Subscriber immediately upon successful processing of the subscription fee.

3.2.3 AUTOMATIC RENEWAL: TO ENSURE UNINTERRUPTED SERVICE, SUBSCRIPTIONS WILL AUTOMATICALLY RENEW UNDER THE SAME PAYMENT

TERMS UNLESS THE SUBSCRIBER NOTIFIES SENTRIDO OF ITS INTENTION TO TERMINATE THE SUBSCRIPTION BEFORE THE RENEWAL DATE.

- 3.2.4 Failed Payments: In the event a payment cannot be processed, Sentrido will notify the Subscriber and a grace period of five (5) days will be granted to resolve the payment issue. If payment is not received within this grace period, the terms outlined in the section 2.3 will apply.
- 3.2.5 Suspension of Service: Should the payment remain outstanding beyond the grace period, access to the Service may be disabled until payment is received and processed.
- 3.2.6 Downgrade to Free Plan: Alternatively, at Sentrido's discretion, the Subscriber's account may be downgraded to a free plan, if available. The downgraded service will have limited features and functionalities compared to the paid subscription.
- 3.2.7 The Subscriber agrees to provide current, complete, and accurate billing and credit card information and to promptly update all such information as necessary for the processing of all payments that are due to the Sentrido.
- 3.2.8 Sentrido reserves the right to modify the subscription fees or to introduce new charges at any time, upon at least sixty (60) days' prior notice to the Subscriber, which may be sent by email or posted on Sentrido's website or web application.
- 3.2.9 By subscribing to the Service, the Subscriber agrees to these fees and payment terms as part of the overall Subscription Agreement with the Sentrido.

4. Support

- 4.1 During the Subscription Term, Sentrido, or a Sentrido authorized distributor or reseller if applicable, shall provide Subscriber with the Support Services. Sentrido warrants that the Support Services will be performed in a professional manner in accordance with industry standards for similar services but does not guarantee that every issue will be resolved. Support Services and Software Updates will be provided to Subscriber subject to Subscriber's payment of all applicable Subscription Fees. Sentrido's provision of Support Services, does not include services requested as a result of causes or errors which are not attributable to Sentrido and/or its authorized agents. Subscriber agrees to provide reasonable support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.
- 4.2 Support Services will automatically terminate upon the termination or expiration of the Subscription Term.

5. Subscriber Obligations

- 5.1 Subscriber will comply with all applicable laws, statutes, regulations and ordinances and only use the Service for legitimate business purposes. If Sentrido, in its discretion, determines that Subscriber is using the Service in connection with an illegitimate

purpose, Sentrido may suspend the Service until the problem is resolved or terminate the Service. A suspension or termination in such case will not result in any refund to Subscriber.

5.2 Subscriber represents and warrants that it is authorized to receive the Service and that Subscriber's receipt and use of the Service does not violate any applicable law or any statute or violate any contractual obligations that Subscriber has to any third party. Subscriber shall obtain all necessary consents from users of its systems (including all employees and individual independent contractors) in order to allow them to use the Service.

5.3 Subscriber will take all reasonable steps to safeguard the Service to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure or distribution, in any form is made. The Service contains valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Sentrido. Except to the limited extent applicable laws specifically prohibit such restriction, Subscriber may not directly or indirectly transfer, assign, publish, display, disclose, resell, rent, lease, modify, loan, distribute, or create derivative works based on the Service or any part thereof. Subscriber may not, in whole or in part, reverse engineer, decompile, translate, adapt, disassemble or seek the source code of the Service. Subscriber may not, and shall not allow third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Service without Sentrido's prior written approval or allow access to, provide, divulge or make available the Service to any user other than Subscriber's employees and individual independent contractors. Also, Subscriber may not, directly or indirectly, write or develop any derivative works based upon the Service, modify, adapt, translate or otherwise make any changes to the Service or any part thereof, use the Service to provide processing services to third parties, or use any third-party software included in the Service, if applicable, independently from the Service.

6. Apple App-Specific Terms and Your Obligations

6.1 **Acknowledgement:** By using the Sentrido service on Apple devices, you acknowledge that this End-User License Agreement (EULA) is solely between you and Sentrido, and not with Apple. Sentrido is solely responsible for the Licensed Application and its content. This agreement aligns with the Apple Media Services Terms and Conditions.

6.2 **Scope of License:** Your license to use the Sentrido application is limited to a non-transferable license on any Apple-branded devices you own or control, as permitted under the Apple Media Services Terms and Conditions. This includes usage by Family Sharing, volume purchasing, or Legacy Contacts.

6.3 **Maintenance and Support:** Sentrido is solely responsible for providing maintenance and support for the application. You acknowledge that Apple has no obligation to provide maintenance or support for the application.

6.4 Warranty: Sentrido is responsible for any warranties related to the application. If the application fails to conform to an applicable warranty, you may notify Apple for a refund of the purchase price. Apple has no other warranty obligations with respect to the application.

6.5 Product Claims: Sentrido, not Apple, is responsible for addressing your claims or those of a third party related to the application. This includes but is not limited to product liability claims, compliance with legal requirements, and claims arising under consumer protection laws.

6.6 Intellectual Property Rights: In the event of a third-party claim that the application infringes on intellectual property rights, Sentrido is solely responsible for investigating, defending, and resolving the claim.

6.7 Legal Compliance: By using the Sentrido application, you represent and warrant that you are not located in a region subject to a U.S. Government embargo or listed on any U.S. Government restricted parties list.

6.8 Developer Name and Address:

Developer Name: Sentrido Inc.

Address: 103-2727 Steeles Ave W, Unit #301, Toronto, ON M3J 3G9.

Contact Information: Telephone: +1-647-478-8647, Email: support@sentrido.com.

6.9 Third-Party Terms of Agreement: You agree to comply with any applicable third-party terms of agreement while using the Sentrido application. For instance, when scanning a network while using the Sentrido application, you must ensure that such action does not violate any service agreements or terms of use of the network to which you are connected.

6.10 Third-Party Beneficiary: You acknowledge that Apple and its subsidiaries are third-party beneficiaries of this agreement. Upon your acceptance of this EULA, Apple will have the right to enforce this agreement against you as a third-party beneficiary.

7. Use of Open-Source Software

7.1 Sentrido software may include third-party components licensed under open-source or similar licenses. If such components are included, they are subject to the terms of their respective licenses, which will be provided with the software distribution.

7.2 To the extent that any open-source components are included, the applicable license terms may grant you additional rights or impose obligations, such as requirements to make source code available or to provide attribution. You are responsible for reviewing and complying with these terms.

7.3 If no open-source components are included, this section does not apply.

8. Representations and Warranties

8.1 For the Subscription Term, Sentrido warrants that the Service, when used in accordance with the Documentation, will operate in substantial conformance with the

then current Sentrido published Documentation under normal use. Sentrido does not warrant that the Service will (i) be free of defects, (ii) satisfy Subscriber's requirements, or (iii) operate without interruption or error.

8.2 Sentrido will use reasonable efforts to remedy any significant non-conformance in the Service which is reported to Sentrido and that Sentrido can reasonably identify and confirm. Sentrido, at its discretion, will repair or replace any such non-conforming or defective Service, or terminate Subscriber's access to the Service and refund a pro-rata portion of the prepaid and unused Subscription Fees paid for the remainder of the then current term. Subject to Section 11, this Section 8 sets forth Subscriber's sole and exclusive remedy and Sentrido's entire liability for any breach of warranty or other duty related to the Service. Any unauthorized modification of the Service, tampering with the Service, use of the Service inconsistent with the accompanying Documentation, or related breach of this Agreement voids the warranty. EXCEPT AS EXPLICITLY STATED AND TO THE EXTENT ALLOWED BY LAW, SENTRIDO PROVIDES NO OTHER WARRANTIES, EXPRESS, OR IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICE.

9. Confidentiality

9.1 Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party that is marked or designated as confidential at the time of disclosure or would otherwise be reasonably presumed to be confidential ("Confidential Information"). Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than a reasonable degree. Confidential Information may be disclosed only to employees or contractors of the recipient with a "need to know" who are subject to written confidentiality agreements sufficient to carry out the intent of this Agreement.

9.2 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party without restriction prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party without restriction directly or indirectly from a source other than one having an obligation of confidentiality; (iii) becomes publicly

known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party without use of the Confidential Information. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that, if legally permissible, it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

9.3 Each party acknowledges that a breach of Section 9.1 may cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain.

Accordingly, the parties agree that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek to obtain immediate injunctive relief in the event of a breach or potential breach of this section by either party or any of its officers, employees, consultants or other agents.

10. Indemnification

10.1 Sentrido shall defend or (at its option and expense) settle any third party claim that is brought against Subscriber solely alleging that Subscriber's use of the Service as permitted in this Agreement infringes such third-party's valid US patent, copyright, or trademark right. Subscriber shall permit Sentrido to replace or modify the Service in order to avoid infringement, or to procure the right for Subscriber to continue use of the Service. If neither of such alternatives is reasonably possible, Sentrido may terminate the affected Order and provide Subscriber with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis. Sentrido, at its sole option, may control the defence of any such claim and Subscriber will reasonably cooperate with Sentrido in such defence. Sentrido shall have no obligation hereunder for or with respect to claims, actions, or demands alleging infringement that arise by reason of combination of the Service with any items not supplied by Sentrido or due to the Service being corrected or modified by any entity other than Sentrido or its contractors, or Sentrido's compliance with specifications, requirements or requests of the Subscriber, or due to a failure by Subscriber to promptly install a non-infringing update provided by Sentrido.

10.2 The foregoing indemnification obligations are dependent upon the party seeking indemnification ("Indemnitee") providing the indemnifying party ("Indemnitor") with (i) prompt written notice of any indemnifiable claim (but in any event, no longer than 7 days following its first receipt of the third party claim, action or demand); (ii) all reasonable assistance and cooperation in the defence of such indemnifiable claim and any related settlement negotiations, at the Indemnitor's expense; and (iii) exclusive control over the defence of such indemnifiable claim and any related settlement negotiations. Indemnitee will not settle or compromise any such claim without the Indemnitor's prior written consent, which will not be unreasonably withheld or delayed.

The Indemnitee will have the right, at its own expense, to participate in the defence (and related settlement negotiations) of any indemnifiable claim with counsel of its own selection.

10.3 Subject to Section 11, the rights and remedies set forth in this Section 10 state Sentrido's sole and exclusive liability and obligation and Subscriber's sole and exclusive rights and remedies with regard to any claims relating to infringement or claims of infringement.

11. Limitation of Liability

SENTRIDO, ITS AFFILIATES, ITS LICENSORS AND DISTRIBUTORS/RESELLERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF DATA, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, REVENUE, PROFITS, OR USE OF THE SERVICE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF SENTRIDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SENTRIDO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE WITH RESPECT TO THE THEN CURRENT SUBSCRIPTION TERM SET FORTH IN THE ORDER. FOR CLARITY, SENTRIDO'S AGGREGATE LIABILITY ON A MONTH TO MONTH SUBSCRIPTION TERM SHALL BE ONE MONTH OF FEES. SENTRIDO DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

12. Intellectual Property Rights

12.1 The Service and all related intellectual property rights are the exclusive property of Sentrido or its licensors. All right, title and interest in and to the Service, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Service remain exclusively with Sentrido or its licensors. The Service is valuable, proprietary, and unique, and Subscriber agrees to be bound by and

observe the proprietary nature of the Service. The Service contains material that is protected by patent, copyright and trade secret law, and/or by international treaty provisions. Subscriber may not remove any proprietary notice of Sentrigo or any third party. All rights not granted to Subscriber in this Agreement are reserved to Sentrigo.

12.2 10.2 Subscriber grants to Sentrigo an exclusive, transferable, sub-licensable, unlimited, perpetual, and worldwide license to use any data derived from use of the Service for the provision of the Service to Sentrigo's subscribers. In addition, if Subscriber sends or transmits any communications, comments, questions, suggestions, or related materials to Sentrigo, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to Sentrigo's Service, including, without limitation, new features or functionality relating thereto, Subscriber grants to Sentrigo an exclusive, transferable, sub-licensable, unlimited, perpetual, and worldwide license to use, copy, and otherwise utilize or commercialize such Feedback in any manner known or conceived in the future.

13. Term and Termination

13.1 This Agreement is effective until the end of the Subscription Term, unless earlier terminated by either party pursuant to the terms and conditions hereof or unless the Agreement has automatically renewed in accordance with the terms hereof or the Order. (each, a "Renewal Term") unless prior written notice is provided by either party to the other party within the timeframe noted in the Order. Renewal Terms shall be considered part of the Subscription Term. Sentrigo may increase recurring fees applicable for a Renewal Term upon (i) at least 60 days' written notice or (ii) as otherwise stated in the Order. Orders may not be cancelled, and there shall be no fee adjustments or refunds for any reason during the Subscription Term. Upon termination or expiration of the Subscription Term, Subscriber's right to use the Service terminates and Subscriber must delete all software, data and other components (including Documentation) related to the Service and, upon request, confirm those deletions in writing to Sentrigo.

13.2 Either party may terminate this Agreement and any Order if (i) if the other party breaches any terms and conditions of this Agreement or the applicable Order and does not cure such breach within thirty (30) days of receiving notice of such breach; (ii) if the other party cease business operations or (iii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding the foregoing, Sentrigo may terminate this Agreement and any Order immediately if Subscriber has breached any restriction set forth in Section 5.1 or 5.3, and Sentrigo reasonably determinates that such breach cannot be adequately cured within a thirty-day period.

13.3 Subscriber may terminate this Agreement at any time upon written notice to Sentrigo, provided however, that Subscriber shall remain liable for all amounts in

respect of the full Subscription Term, as set forth in the Order, and shall not be entitled to a refund of any prepaid or other fees.

- 13.4 Upon termination or expiration of this Agreement for any reason, Subscriber must cease using and destroy or return all copies of the Service to Sentrido, and certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 3, 5-7, 9-12, and 16 shall survive the termination of this Agreement.

14. US Government Restricted Rights and Export Compliance

The Service and Documentation are “commercial items”, “commercial computer software” and “commercial computer software documentation,” pursuant to DFAR section 227.7202 and FAR section 12.212, as applicable. The Service and all Documentation are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Service or Documentation by the US Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement. Use of the Service by the U.S. Government constitutes acknowledgment of Sentrido’s proprietary rights therein.

Certain Services are subject to export controls of the United (“Export Controls”). Export or diversion contrary to such Export Controls is prohibited. U.S. laws prohibit export or re-export of the software or technology to specified countries or to a resident or national of those countries (“Prohibited Country”). Such laws also prohibit export or reexport of the software or technology to any person or entity on the U.S. Department of Commerce Denied Persons List, Entities List or Unverified List; the U.S. Department of State Debarred List; or any of the lists administered by the U.S. Department of Treasury, including lists of Specially Designated Nationals, Specially Designated Terrorists or Specially Designated Narcotics Traffickers or listed in any restrictive measures (sanctions) lists (collectively, the “Lists”). Subscriber represents and warrants that it is not located in, or a resident or national, of any Prohibited Country; that it is not on any Lists and that it will comply with all applicable Export Controls. Subscriber agrees to indemnify and defend Sentrido for and against any actions resulting from its breach of this provision.

15. Canada Government Restricted Rights and Export Compliance

For Canadian Government Users, the Software and documentation provided as part of the Service are available under licensing conditions appropriate for public sector procurement in Canada, respecting all relevant laws and policies without imposing undue restrictions on their use, duplication, or disclosure.

The Subscriber acknowledges that the Service, including its software and documentation, adheres to the export control laws and regulations of Canada, as governed by the Export and Import Permits Act (EIPA), the Special Economic Measures Act (SEMA), and regulations overseen by the Canada Border Services Agency (CBSA) and Global Affairs Canada (GAC).

Subscribers must comply with all applicable laws, including the Canadian Export Control List (ECL), and are prohibited from exporting or re-exporting the Service or any product thereof in contravention of these laws, or without obtaining all necessary permits.

The Subscriber further agrees that it will not use the Service for any purposes prohibited by Canadian law, including, but not limited to, the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons.

By accepting this Agreement and using the Service, the Subscriber represents and warrants that they are not located in, under the control of, or a national or resident of any restricted or embargoed country as specified by the Government of Canada's export control regulations.

This clause shall survive termination or expiration of this Agreement and the subscription to the Service.

16. Publicity

Sentrido may use the Subscriber's name and/or logo in its customer lists, on its website, and in other marketing materials only with the Subscriber's prior written approval. The Subscriber retains the right to withdraw this approval at any time by providing written notice to Sentrido in accordance with the notice provisions outlined in this Agreement.

17. General

For the purposes of customer service, technical support, and as a means of facilitating interactions with its Subscribers, Sentrido may periodically send Subscriber messages of an informational nature via email, and provide account information to related third-parties (i.e. a Sentrido authorized distributor or reseller). Information will be processed by Sentrido in accordance with its then current privacy policy and applicable data privacy laws.

Subscriber may choose to “opt-out” of receiving these messages or information sharing by sending an email to privacy@sentrido.ca requesting the opt-out. Subscriber acknowledges and agrees that by sending such email and “opting out” it will not receive emails containing messages concerning upgrades and enhancements to the Service. However, Sentrido may still send emails of a technical nature. Subscriber may not transfer any of Subscriber’s rights to use the Service or assign this Agreement to another person or entity, without first obtaining prior written approval from Sentrido. Sentrido may assign all of its rights and obligations under this Agreement to a third party in connection with a change of control transaction. Notices sent to Sentrido shall be sent by registered mail or courier to the attention of the Sentrido Inc. at 103-2727 Steeles Ave W, Unit #301, Toronto, ON M3J 3G9. Notices to Subscriber shall be sent by registered mail or courier to the billing address listed

in the Order and addressed to Subscriber's Chief Financial Officer. Notices are considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of written notice to the other party given in accordance with this paragraph. Each party agrees that this Agreement will be governed by the federal laws of Canada and the laws of the Province of Ontario, Canada without regard to or application of choice of laws, rules or principles,. Both parties expressly waive any objections or defence based upon lack of personal jurisdiction or venue. This Agreement describes certain legal rights. Subscriber may have other rights under the laws of its state or country, provided that Sentrido does not hereby acknowledge that it is bound by any such laws. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities. This Agreement and each Order constitute the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such part shall be interpreted as necessary to give maximum effect to its provisions as possible under applicable law, and the remainder of this Agreement shall not be affected. Sentrido is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Sentrido.

Last Updated: January 22, 2025