Master Software License Agreement

This Master Software License Agreement (“MSLA”) is entered by and between Tractian Technologies Inc., a corporation incorporated and existing under the laws of the State of Georgia, USA, with its principal place of business at 201 17th Street NW, 2nd Floor, Atlanta, GA, 30363, USA ("Tractian"); and the contracting party identified on the Order Form ("Client", and, collectively with Tractian, the “Parties”).

This Master Software License Agreement, including the Order Form and any Licenses and Services Terms contained therein, and any Exhibits attached hereto or subsequently agreed upon by the Parties (collectively referred to as this “Agreement”), outlines the terms and conditions under which the Client will access specific Tractian solutions and contract certain services provided by Tractian.

1. Definitions

1.1. “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the relevant Party. For the purposes of this definition, “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2. “**Apps**” means the software applications developed or provided by Tractian that run on mobile devices or desktop systems to enable access to Tractian’s industrial asset management tools.

1.3. "**Client Data**" Any data provided by Client to Tractian in connection with the Services or Business Purpose, including any Personal Information contained therein.

1.4. “**Confidential Information**” means any information disclosed by either party that is identified as confidential or that, by its nature, should be treated as confidential. This may include trade secrets, business plans, and other proprietary information not publicly available.

1.5. “**Hardware**” means the physical equipment necessary to operate Tractian’s software solutions such as receivers, sensors, accessories, and other IoT devices integrated into Tractian’s industrial asset management platform acquired (licensed or purchased) by the Client.

1.6. “**Hosted Software SLA**” means the service level agreement policy applicable to the hosted software set forth at https://tractian.com/en/service-level-agreement.

1.7. "**License**" means the permission granted by Tractian to the Client to use its software, typically subject to terms and conditions outlined in this MSLA.

1.8. "**License Start Date**" means the initial date of the license term, which occurs upon the release of users and/or delivery of the devices, as set forth in the respective Order Form.

1.9. “**License Expiration Date**" means the later of (i) the license termination date set forth in the applicable Order Form ("Initial Term"), and (ii) if applicable to such Order Form the end of the then-active Renewal Term (as defined below).

1.10. "**Normal Use Conditions**" means the normal use conditions outlined in the installation manual accompanying the sensors, which define the appropriate conditions under which the sensors can be used and are essential for their proper functionality, provided they are duly purchased under the Order Form.

1.11. "**Order Form**" means the quote executed by the Client that outlines the products, services, quantities, pricing, and terms agreed upon by the Parties. It becomes an integral part of the main contract and serves as the basis for billing and delivery of services.

1.12. "**Products**" means the Hardware and the Tractian Software.

1.13. "**Services**" means all the services offered by Tractian such as software licensing, and technical support.

1.14. "**Tractian Software**" means Tractian's advanced asset management and predictive maintenance software designed for industrial operations, whose CMMS (Computerized Maintenance Management System) and condition monitoring platform enable companies to track equipment performance, automate maintenance workflows, and detect potential failures before they occur.

1.15. "**Technical Visit**" means the paid visit of Tractian's team of Field Engineers to the Client's plant for on-site support that may include installation assistance or hands-on training to ensure the correct implementation and usage of Tractian's software and hardware solutions.

1.16. "**Web-based Software**" means the web-based software developed or provided by Tractian that enables access to Tractian's industrial asset management tools.

2. Agreement to Terms

2.1. The Client hereby agrees to be bound by the terms and conditions set forth in this Master Software License Agreement (MSLA), including any and all Exhibits, schedules, or attachments hereto. By executing this MSLA, both Parties acknowledge and accept the terms and conditions contained herein.

3. License

3.1. During the Term and subject to the terms and conditions herein, Tractian grants to Client a worldwide, non-sublicensable, non-exclusive, revocable, limited term license to use the Services and Products solely for the purposes of monitoring its assets and the health of its machines.

3.1.1. The Client acknowledges and agrees that such use of the Tractian Software is also subject to the Platform Terms of Use, available at https://tractian.com/en/policies/terms-of-use, which are hereby incorporated into this Agreement by reference. In the event of any conflict between the Platform Terms of Use and the terms of this Agreement, the terms of this Agreement shall prevail.

3.2. If purchased under the Order Form, Tractian grants the Client a non-exclusive and nontransferable license to use the Sensors in connection with the Services (subject to Section 11.1.2.).

3.3. Feedback and Recommendations. Client hereby grants to Tractian a royalty free, worldwide, perpetual, and irrevocable license to use any suggestions, ideas, enhancement requests, feedback,

recommendations or other information provided by Client including feedback shared with Client by its employees relating to the Products.

3.4. Client shall be solely responsible for monitoring, administering, controlling access to, and otherwise protecting accounts by which Client and its authorized users access the Tractian Software, Web-based Software, and/or Apps (collectively, "Client Accounts"), including by safeguarding all related credentials and log-in information and immediately notifying Tractian of any suspected breach or unauthorized use or access thereof.

4. Connectivity

4.1. For optimizing connectivity, Tractian will evaluate the mobile carrier availability for the designated location. Thereafter, Tractian will ship Receivers with the best coverage available for the region of the facility. While Tractian endeavors to provide optimal connectivity through careful selection, the actual connectivity may be affected by factors beyond Tractian's control, including carrier fluctuations, and regional disturbances.

4.2. To mitigate the potential effects of interruptions, Receivers are designed to hold up to one (1) day of backup sensor readings, ensuring that data is not immediately lost during short-term connectivity losses. The Client acknowledges that Tractian does not guarantee uninterrupted service and makes no warranties regarding the Receivers' always-on status due to external factors that might affect carrier networks.

5. Hardware Installation and Worksite Safety

5.1. If Hardware is provided under the Order Form, the Client will receive an Installation Manual along with the Hardware as guidance for installation. If the Client installs the Hardware, the Client is solely responsible for the proper installation and ongoing maintenance of any equipment into which the Hardware is installed. Improper installation or maintenance may result in damage to the equipment, potentially leading to property damage.

5.2. If Tractian performs the installation, it shall comply with all applicable safety regulations, including the Occupational Safety and Health Act (OSHA). However, Tractian shall not be responsible for any pre-existing site conditions, environmental hazards, or regulatory non-compliance at the Client's facility. The Client must disclose all potential workplace hazards before installation and ensure a safe working environment. Tractian reserves the right to refuse or suspend installation services if the site is deemed unsafe or non-compliant with applicable regulations.

5.3. Worksite Safety. The Client is solely responsible for ensuring that its facilities meet all applicable safety and regulatory requirements. This includes, but is not limited to, mitigating risks related to chemical exposure, fall hazards, electrical failures, fire hazards, confined spaces, and any other environmental or structural risks.

5.4. Liability Disclaimer. Tractian shall not be held liable for any accidents, near misses, damages, or injuries resulting from the Client's failure to provide a safe work environment, including but not limited to insufficient risk mitigation, regulatory non-compliance, lack of appropriate safety measures, or failure to disclose hazardous conditions.

5.4.1. The Client agrees to indemnify and hold Tractian harmless from any claims, damages, or liabilities arising from incidents that occur due to workplace hazards or non-compliance with applicable safety regulations

6. Payments and Billing

6.1. Client's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Tractian under an Order Form are non-refundable. Client is responsible for all payments of applicable taxes, however designated or incurred under this Agreement.

6.2. In case of Implementation (as defined in the Order Form) and Technical Visits, the total amount for this Service will be collected on the first invoice issued.

6.3. Late Payment. Late payments will accrue interest monthly at the lower of 1.5% or the maximum rate permitted by law, chargeable from the date such payment was due until the date when Tractian receives payment in full. The failure to make any payment on or after the initial payment date agreed on and the following recurring date, will result in suspension of user access and licenses, and shall be considered a full and material breach of this Agreement.

6.4. Fees. Each Party shall bear all expenses relating to the delivery of its respective services related to this Agreement and each Party shall be responsible for and pay any and all applicable taxes, duties, tariffs, levies, withholdings and similar assessments resulting from its own activities under this Agreement.

7. Termination and Term

7.1. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

7.2. Renewal. Upon expiration of the Initial Term of each Order Form, unless Client notifies Tractian in writing of its intention not to renew such Order Form at least thirty (30) days prior to the License Expiration Date, Tractian may, at its election, auto-renew the Term of the Order Form including any other contract through which Client acquired the Services or Products. Such renewal shall apply for a Term at least equal to the just-expired Initial Term (the "Renewal Term") and shall cover at least the same Products specified in such Order Form. If the Products and/or Services are rendered without interruption, then this renewal shall have immediate effects; Client's continued use of the Products or Services after the License Expiration Date shall constitute acceptance of the Renewal Term.

7.2.1. Tractian will notify Client of the renewal, and the Parties agree to execute a new Order Form covering the Renewal Term within thirty (30) days after the License Expiration Date. Should a new Order Form is not executed in this timeframe, Tractian shall be entitled to continue invoicing Client using the same information contained in the existing Order Form.

7.2.2. All prices under the renewed Order Form shall be automatically adjusted based on the variation of the Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics (or

any successor index), calculated from the Effective Date of the original Order Form or the date of the last adjustment, as applicable.

7.3. Termination for Cause. Either Party reserves the right to terminate this Agreement with thirty (30) days' prior written notice to the other Party if any of the following events occur: (a) The other Party materially breaches this Agreement and such breach is incapable of being cured; or, in the case of a breach that is capable of cure, the breaching Party fails to cure such breach within thirty (30) days of receiving written notice of the breach; (b) The other Party becomes insolvent or admits its inability to pay its debts as they become due; (c) The other Party becomes subject, whether voluntarily or involuntarily, to any proceeding under domestic or foreign bankruptcy or insolvency law; (d) The other Party is dissolved or liquidated, or takes any corporate action for such purposes;

7.4. Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 3.3 (Feedback), 6 (Payments and Billing), 7 (Termination and Term), 8 (Warranty), 10 (Limitation of Liability), 11 (Proprietary Rights), 12 (Confidentiality), 16 (Dispute Resolution), 17 (Governing Law) and 18 (General Provisions).

7.4.1. Upon Client's request, Tractian will delete the Client Accounts (together with all associated account data and Client Data within the Products) within ninety (90) days unless otherwise required by applicable laws or governmental authorities.

7.4.2. Throughout the term of the Agreement and for up to thirty (30) days following its termination, the Client reserves the right to request the export of all its data. Accordingly, upon the Client's request, Tractian shall provide the Client, within thirty (30) days, with a comprehensive export of all such data in a standard and searchable format.

7.4.3. Return of Hardware. Upon any termination or expiration of the Agreement, the Sensors and Receivers shall be returned to Tractian's principal place of business, unless otherwise waived from this right by Tractian, within thirty (30) days of termination. The freight must be pre-paid by the Client.

8. Warranty

8.1. Hardware Warranty. Tractian provides a Hardware warranty as set forth in the https://tractian.com/en/hardware-warranty.

8.2. Hosted Software SLA. During the term of the applicable Order Form, the Hosted Software Service Level Agreement (SLA) will remain in full force and effect.

8.3. Warranties Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION AND ANY APPLICABLE SERVICE LEVEL AGREEMENT, THE PRODUCTS AND SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND TRACTIAN EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "TRACTIAN PARTIES") ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT. CLIENT ACKNOWLEDGES THAT TRACTIAN DOES NOT WARRANT THAT THE TRACTIAN SOFTWARE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CLIENT FROM TRACTIAN OR THROUGH THE PRODUCTS OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS MSLA. CLIENT UNDERSTANDS AND ACCEPTS THE INHERENT RISKS ASSOCIATED WITH USE OF OFFERINGS DELIVERED THROUGH OR INTEGRATED WITH THE INTERNET, SUCH AS THE PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, AND / OR UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, TO OR IN CONNECTION WITH CLIENT ACCOUNTS (OR ACCOUNTHOLDERS) AND OTHER USERS. THE PARTIES ADDITIONALLY AGREE THAT TRACTIAN WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CLIENT'S VARIOUS COMPLIANCE PROGRAMS, AND THAT THE PRODUCTS AND SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CLIENT IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE. THE PRODUCTS AND SERVICES DO NOT REPLACE THE NEED FOR CLIENT TO MAINTAIN REGULAR DATA BACKUPS OR REDUNDANT DATA ARCHIVES.

9. Publicity and Marketing

9.1. Tractian may use Client's name, logo, press releases, earnings calls, trademarks, and marketing materials to identify Client as a client.

10. Limitation of Liability

10.1. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL THE PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, HARDWARE FAILURE, NETWORK OUTAGE, OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS AND/OR THE SERVICES, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.2. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL TRACTIAN'S TOTAL AGGREGATE LIABILITY, INCLUDING TO OTHER PARTY OR ITS AFFILIATES, FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS THE CLIENT HAS PAID HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11. Proprietary Rights

11.1. Tractian will own and retain all right, title, and interest in and to the Tractian Software, the Product, and all derivatives, modifications, updates, and enhancements herein.

11.2. Hardware. The Sensors and Receivers are licensed, not sold - unless otherwise specified in the Order Form.

11.2.1. Licensed Hardware. All rights remain with Tractian. This includes ownership of the Hardware and all embedded components, such as firmware, software, architecture, designs, and any proprietary technology. The Client is granted only a limited, temporary right to use the Hardware as part of the Tractian solution, without any transfer of intellectual property or ownership**.**

11.2.2. Purchased Hardware. Only the Hardware becomes the Client's property. All embedded firmware, software, configuration files, algorithms, diagnostic logic, communication protocols, and any other proprietary technology remain the sole and exclusive property of Tractian. These components are licensed, not sold, and may only be used in connection with Tractian's Products and Services. All intellectual property pertaining to the Products is protected under United States copyright law and international treaties. Tractian reserves all rights in the firmware, Web-based Software and Apps not expressly granted to the Client in this Agreement.

11.3. Tractian reserves all rights in the firmware, Web-based Software and Mobile Apps not expressly granted to the Client in this Agreement.

11.4. The Client acknowledges and agrees that the hardware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Tractian.

11.5. Accordingly, the Client agrees not to disassemble, decompile or reverse engineer the hardware, in whole or in part, or permit or authorize a third party to do so.

12. Confidentiality

12.1. The Parties agree to not reveal any Confidential Information received in connection with this Agreement without the prior written consent of either party.

12.2. Client Data. Tractian agrees not to share the Client Data. Additionally, Tractian agrees not to share any data or information that the Client provide to Tractian for the purpose of evaluating, procuring, or configuring the Services. Examples of such information include makes and models of the Client's assets or equipment, the machine configurations or maintenance data, work orders, insights, or similar information.

13. Data Privacy

13.1. Tractian shall process any Personal Data provided by the Client in accordance with the Data Processing Addendum ("DPA"), available at https://tractian.com/en/data-processing-addendum, which is hereby incorporated into this Agreement by reference and forms an integral part hereof.

13.2. Usage Data. The Client hereby authorizes Tractian to engage third parties as subprocessors, specifically for the performance of services related to information technology infrastructure, such as cloud storage, database management, monitoring, backup, and data analysis. The use of such subprocessors is subject to their adoption of technical and organizational measures consistent with information security best practices, as well as their contractual commitment to confidentiality, security, and personal data protection obligations as set forth in this Agreement and under applicable law.

13.3. Data Security Commitments. Tractian shall maintain commercially reasonable administrative, technical, and organizational safeguards sufficient to secure Service Data. Tractian may suspend all or part of the Services, without liability, to address any actual or reasonably suspected security threat, breach, or vulnerability affecting the Services; Tractian will use commercially reasonable efforts to limit the scope and duration of any suspension.

14. Insurance

14.1. Tractian will hold and maintain insurance policies with an A.M. Best rating of "A - VII" as set forth below:

(i) Commercial General Liability:
$1,000,000 - Each Occurrence
$1,000,000 - Person & Advertising Injury
$1,000,000 - Products & Completed Operations
$2,000,000 - General Aggregate;

(ii) Automobile Liability: $1,000,000 Each Accident (hired and non- owned autos);

(iii) Excess Liability for (i), (ii) and (iv): $5,000,000 - Each Occurrence
$5,000,000 - General Aggregate;

(iv) Workers Compensation and Employment Liability - $1,000,000;

(v) Employment practices liability (EPLI) - $1,000,000;

(vi) Cyber/Tech Errors and Omissions - $5,000,000.

15. Export Control

15.1. The Client agrees to fully comply with all applicable export and import control laws and regulations of the United States and any other relevant jurisdictions when using the Services. The Client affirms that it is not identified on any U.S. government list of restricted or prohibited entities and is not based in, or a citizen of, a country subject to U.S. government sanctions or designated as supporting terrorism. Furthermore, the Client shall not, and shall ensure that its users do not, access or utilize the Services in a manner that would violate any applicable export restrictions, trade sanctions, or regulatory prohibitions.

16. Dispute Resolutions

16.1. Arbitration. Any dispute arising from or relating to this Agreement or Client's use of the Product that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in Atlanta, Georgia, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief available in law.

17. Governing Law

17.1. This Agreement and any action related thereto will be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to this Agreement or the Client's use of the services will be the state and federal courts located in Georgia and both parties consent to the jurisdiction of such courts with respect to any such actions.

18. General Provisions

18.1. Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Tractian and Client regarding the Products and Services, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Tractian and Client regarding the Products and Services. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form control over the terms of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. Any modification, amendment, or change to an Order Form shall be effective only if made in writing and duly executed by authorized representatives of both Parties. No oral or informal communications shall be deemed to modify any terms of an Order Form.

18.2. Assignment. The Client may not assign or transfer this Agreement, by operation of law or otherwise, without Tractian's prior written consent. Any attempt by the Client to assign or transfer this Agreement without such consent will be null and void. Tractian may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors, and permitted assigns.

18.3. Force Majeure. Tractian is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Tractian's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems. For clarity, force majeure includes widespread Internet or cloud provider outages, DNS failures, and third-party cyberattacks beyond Tractian's reasonable control.

18.4. Notices. Any notices provided under this Agreement must be made in writing. Notices to Tractian must be made via email to legal@tractian.com.