

IRP INDUSTRIES INC. cob as INDUSTRIAL MATRIX MASTER SUBSCRIPTION, LEASE AND MAINTENANCE AGREEMENT

Terms & Conditions

This Master Subscription, Lease and Maintenance Agreement. Terms & Conditions ("Agreement") is between IRP Industries Inc. o/a Industrial Matrix ("IRP") and the customer ("Customer") and is effective as of the date identified on the accepted proposal ("Effective Date").

This Agreement allows Customer and its Affiliates to purchase access to IRP's bundled subscription, lease, maintenance and support offerings, under one or more Orders.

1.Overview.

1.1 Summary. IRP offers a number of services to monitor, maintain and extend the lifecycle of industrial Equipment using real-time computer-integrated technology delivered through cloud computing. Customers can subscribe to IRP's bundled cloud and Equipment (sensors, controller, lubricators) solutions identified in an Order from IRP. IRP provides maintenance and support on that Equipment. Customers pay a monthly or annual, bundled subscription fee for the Service, Equipment lease, maintenance and support.

2.Service, Equipment and Maintenance.

2.1. **Permitted Use.** During the Subscription Term, Customer may access and use the Service only for its internal business purposes in accordance with the Customer's Order, any Renewal, and this Agreement (as the case may be). This includes the right to access the Software as part of Customer's authorized use of the Service.

2.2. **Users.** Only Users may access or use the Service. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by IRP's breach of this Agreement). Customer will promptly notify IRP if it becomes aware of any compromise of its User login credentials. IRP uses User account information as described in its [**Privacy Policy**](#).

2.3. **Administrators.** Customer may designate a User as an administrator (or "master" administrator) with control over Customer's Service account, including management of Users, as described in the Documentation. Customer is fully responsible for its choice of administrators and any actions they take. Customer agrees that IRP's responsibilities do not extend to the internal management or administration of the Service for Customer. IRP reserves the right to refuse registration of or cancel passwords it deems inappropriate.

2.4. **Lease.** IRP, in consideration of the payment of the fee set forth in an Order Form, hereby agrees to: (a) lease to Customer the Equipment required to operate the Service in Customer's facility, and (b) provide Customer with all connectivity appropriate for Customer to access the Service. The term of the lease of Equipment shall mirror the term of the Service unless otherwise agreed to in an Order Form. Customer acknowledges that

Equipment is and shall remain the sole property of IRP. Customer is responsible for all damage or loss to Equipment unless caused by normal wear and tear or defect. Customer agrees and undertakes to use the Equipment in a safe, prudent and reasonable manner, and to use the Equipment in accordance with its intended use, the manufacturer's guidelines and IRP's instructions. Customer may not alter or modify the Equipment in any way without IRP's consent. Customer may not remove Equipment from the installation site, nor transfer or assign this Agreement nor deliver possession of the Equipment to any other person, except with the prior written consent of IRP. IRP may, upon reasonable notice, inspect the Equipment and perform such tests as may be reasonably required to ascertain its condition and functioning. Customer shall report any loss, theft, destruction or damage to or of the Equipment to IRP within 24 hours of its occurrence. Customer acknowledges, grants, and IRP retains and may register a statutory lien on the Equipment in the jurisdiction in which the Equipment is installed for so long as it is in the possession of Customer.

2.5. Installation. IRP shall deliver, configure and use its current Equipment or install new Equipment for Customer at the installation site identified in the Order. The cost of installation, where applicable, shall be described in an Order Form. Customer shall inspect the Equipment upon delivery and in the absence of written notice shall be deemed to have received the Equipment in satisfactory condition, including good functioning and running order.

2.6. Return. All Equipment must be returned to IRP (IRP can arrange for a pick-up for a fee) within 30 days of the termination of this Agreement, at the address designated by IRP. IRP may accept delivery of Equipment from Customer at the installation site if agreeable to IRP. If Equipment is not returned within two (2) business days of the day on which it is due to be returned, or if Customer fails to arrange for return or pick-up of the Equipment within the 30-day period, or if the Equipment is lost or damaged beyond repair (a "Loss Event"), Customer shall pay to IRP within 30 days of a Loss Event, an amount equal to the replacement value of the Equipment plus any other payment obligations under the Agreement that become due at the time of the Loss Event. Equipment on or prior to such Loss Event. IRP shall not be responsible in any way for maintenance on Equipment that becomes owing under a Loss Event.

2.7. Restrictions – Services and Equipment. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service or Equipment to a third party, (b) use the Service or Equipment on behalf of, or to provide any product or service to, third parties, (c) use the Service or Equipment to develop a similar or competing product or service, (d) scrape, data mine, reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to or unauthorized data from the Service or Equipment, except to the extent expressly permitted by Law (and then only with prior notice to IRP), (e) modify or create derivative works of the Service or Equipment or copy any element of the Service or Equipment (other than authorized copies of the Software), (f) remove or obscure any proprietary notices in the Service or Equipment or otherwise misrepresent the source of ownership of the Service or Equipment, (g) publish benchmarks or performance information about the Service or Equipment, (h) interfere with the Service's or Equipment's operation, circumvent their access restrictions or conduct any security or vulnerability test of the Service or Equipment, (i) transmit any viruses or other harmful materials to the Service or Equipment; and (j) remove any proprietary notices or labels. Although IRP has no obligation to monitor Customer's use of the Services or Equipment, IRP may do so and may prohibit any use of the Services or Equipment it believes may be (or alleged to be) in violation of the foregoing.

2.8. Maintenance on Leased Equipment. IRP will maintain Equipment on a case-by-case, as needed basis, as determined by IRP in consultation with Customer. Customer is solely responsible for monitoring the performance, fitness, and operation of the Equipment and to notify IRP if maintenance is required. If Customer believes maintenance is needed, Customer must contact IRP in a timely manner following discovery of the event

leading to the belief that maintenance is needed, during normal business hours, and provide a detailed description of the problem so that IRP is able to dispatch the required solution to fix it. During the Subscription Term and provided Customer's account is in good standing, IRP will take reasonable measures to fix or replace Equipment that, in IRP's sole discretion, requires repair or replacement. IRP will not be responsible for repairing or replacing any Equipment that has failed as a result of negligence of, inappropriate use of, willful act by, or general failure to monitor the Equipment by the Customer. If it is determined that Equipment has failed due to the Customer, it shall be liable for the Equipment based on a Loss Event in accordance with Section 2.6.

3. SLA and Support. During the Subscription Term, the Service and Equipment will be subject to the SLA attached as Schedule "A" and IRP will provide Support in accordance with the Support Policy attached as Schedule "B".

4.Data.

4.1. Data Ownership. Under this Agreement, IRP will at all times own all Data about the Service, Equipment, Support and any Technical Services. Data includes all data from or related to Customer's facility specifications, Equipment at its facility, at the time of pre-installation set up and thereafter until the conclusion of the Subscription Term. IRP requires ownership of Data in order, but not limited: (a) to analyze and optimize the operational performance of Equipment and Software; (b) modify the Software or create or develop new products and Services; (c) to provide anonymized industry benchmarking studies to the public; and, (d) to provide performance studies to customers of IRP. Customer hereby assigns and transfers to IRP all rights, title and interest necessary for IRP to own Data, to the extent that such Data is not already owned by IRP.

4.2. Usage Data. IRP hereby grants Customer a non-exclusive, worldwide right to use Usage Data for duration of Subscription Term for the purposes of analytics, record-keeping and system optimization for internal use only. Customer shall not share Usage Data with third parties without the prior written consent of IRP.

4.2. Usage Data Export. During the Subscription Term or within 30 days thereafter upon Customer's written request, Customer may export Usage Data from the Service using the export features described in the Documentation. After this export period, IRP may delete Usage Data in accordance with its standard schedule and procedures. If Customer elects to proactively delete its account at any time, all associated Usage Data will be deleted permanently and cannot be retrieved.

5.Customer Obligations. Customer agrees to comply with Laws in using the Service. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use the Service and grant IRP the rights to own Data without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Data.

6.Suspension of Service. IRP may suspend Customer's access to the Service and related services if Customer breaches Section 2.4 (Restrictions) or Section 5 (Customer Obligations), if Customer's account is 20 days or more overdue or if Customer's actions risk harm to other customers or the security, availability or integrity of the Service. IRP will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, IRP will promptly restore Customer's access to the Service in accordance with this Agreement.

7.Third-Party Platforms.

7.1. Customer may choose to use the Service with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. IRP does not warrant, support, control, and has no liability for, Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Data. If Customer enables a Third-Party Platform with the Service, IRP may access and exchange Data with the Third-Party Platform on Customer's behalf.

7.2. The Service may contain features designed to interoperate with Third-Party Platforms. IRP cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Platform ceases to make the Third-Party Platform available for interoperation with the corresponding Service features in a manner acceptable to IRP.

8. Technical Services. Any purchased Technical Services are as described in the relevant Order. Any Technical Services deliverables relate to the configuration or use of the Service. Customer may use Technical Services deliverables only as part of its authorized use of the Service, subject to the same terms as for the Service in Section 2 (the Service) and Section 5 (Customer Obligations).

9.Commercial Terms.

9.1. Subscription Term. Unless otherwise specified in the applicable Order (monthly billing or annual billing), each Subscription Term will begin on the Effective Date and continue for one year. Each Subscription Term will automatically renew for successive 12-month periods, unless either party gives the other party notice of non-renewal at least 60 days before the current Subscription Term ends. Customer may terminate the initial Subscription Term on 90 days' notice.

9.2. Fees and Taxes. Fees are as described in each Order. Customer will reimburse Fees that are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at IRP's then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 10.2 (Warranty Remedy), Section 14.4 (Mitigation and Exceptions) and the SLA. Customer is responsible for any sales, use, GST (or other national or harmonized sales tax), value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("Taxes"), other than IRP's income tax. Fees and expenses are exclusive of Taxes.

9.3. Affiliate Orders. An Affiliate of Customer may enter its own Order(s) as mutually agreed with IRP. This creates a separate agreement between the Affiliate and IRP incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights under each other's agreement with IRP, and breach or termination of any such agreement is not breach or termination under any other.

10.Warranties and Disclaimers.

10.1. Limited Warranty. IRP warrants to Customer that:

(a) the Service and Equipment will perform materially as described in the Documentation and IRP will not materially decrease the overall functionality of the Service during a Subscription Term (the “Performance Warranty”); and

(b) IRP will perform any Technical Services in a professional and workmanlike manner (the “Technical Services Warranty”).

10.2. Warranty Remedy. If IRP breaches Section 10.1 (Limited Warranty) and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then IRP will use reasonable efforts to correct the non-conformity. If IRP cannot do so within 60 days of Customer’s warranty claim, either party may terminate the affected Order as relates to the non-conforming Service, Equipment or Technical Services. IRP will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty) and Customer will return Equipment to IRP in accordance with Section 2.6. These procedures are Customer’s exclusive remedy and IRP’s entire liability for breach of the warranties in Section 10.1. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by third-party platforms or other third-party systems or (c) Trials and Betas or other free or evaluation use.

10.3. Disclaimers. Except as expressly provided in Section 10.1 (Limited Warranty), the Service, Support, Technical Services and all related IRP services and Equipment are provided “AS IS”. IRP and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or non-infringement. Without limiting its express obligations in Section 3 (SLA and Support), IRP does not warrant that Customer’s use of the Service or Equipment will be uninterrupted or error-free or that the Service or Equipment will meet Customer’s requirements, operate in combination with third-party services used by Customer or maintain Data without loss. IRP is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside IRP’s control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

11. Term and Termination.

11.1. Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

11.2. Termination. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

11.3. Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer’s access to the Service and Technical Services will cease, other than limited use of the Service to export Usage Data as described in Section 43 (Usage Data Export). Customer’s lease of Equipment shall also cease and Customer shall be required to return Equipment in accordance with Section 2.6. At the disclosing party’s request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party’s

Confidential Information (excluding Data, which is addressed in Section 4). Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

11.4. Survival. These Sections survive expiration or termination of this Agreement: 2.4 (Restrictions), 2.6 (Return), 4.3 (Usage Data Export), 5 (Customer Obligations), 9.2 (Fees and Taxes), 10.3 (Disclaimers), 11.3 (Effect of Termination), 11.4 (Survival), 12 (Ownership), 13 (Limitations of Liability), 14 (Indemnification), 15 (Confidentiality), 16 (Required Disclosures), 19 (General Terms) and 20 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

12. Ownership.

12.1. Ownership of Materials. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Customer's use rights in this Agreement, IRP owns and retains all intellectual property and other rights in Data. Except for Customer's use rights in this Agreement, IRP and its licensors retain all intellectual property and other rights in the Service and Equipment, any Technical Services deliverables and related IRP technology, templates, formats and dashboards, including any modifications or improvements to these items made by IRP. IRP may generate and use Usage Data to operate, improve, analyze and support the Service or Equipment and for other lawful business purposes. Under this Agreement, and as set forth in Section 4 herein, IRP owns Usage Data at all times. If Customer provides IRP with feedback or suggestions regarding the Service or Equipment or other IRP offerings, IRP may use the feedback or suggestions without restriction or obligation.

13. Limitations of Liability.

13.1. Consequential Damages Waiver. Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

13.2. Liability Cap. Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to IRP during the current Subscription Term.

13.3. Excluded Claims. "Excluded Claims" means: (a) Customer's breach of Sections 2.4 (Restrictions), 2.6 (Equipment Return) or 5 (Customer Obligations), (b) either party's breach of Section 15 (Confidentiality) (but excluding claims relating to Data) or (c) amounts payable to third parties under the indemnifying party's obligations in Section 14 (Indemnification).

13.4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 13 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

14. Indemnification.

14.1. Indemnification by IRP. IRP will defend Customer from and against any third-party claim to the extent alleging that the Service or Equipment, when used by Customer as authorized in this Agreement, infringes a third party's patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable legal fees) or agreed in settlement by IRP resulting from the claim.

14.2. Indemnification by Customer. Customer will defend IRP from and against any third-party claim to the extent resulting from Customer's breach or alleged breach of Section 5 (Customer Obligations) and will indemnify and hold harmless IRP against any damages or costs awarded against IRP (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

14.3. Procedures. The indemnifying party's obligations in this Section 14 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defence and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service when IRP is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

14.4. Mitigation and Exceptions. In response to an actual or potential infringement claim, if required by settlement or injunction or as IRP determines necessary to avoid material liability, IRP may at its option: (a) procure rights for Customer's continued use of the Service and Equipment, (b) replace or modify the allegedly infringing portion of the Service or Equipment to avoid infringement without reducing the Service's or Equipment's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. IRP's obligations in this Section 14 do not apply (1) to infringement resulting from Customer's modification of the Service or Equipment or use of the Service or Equipment in combination with items not specified in the Documentation or provided by IRP (including Third-Party Platforms), (2) to infringement resulting from Software other than the most recent release, (3) to unauthorized use of the Service or Equipment, (4) if Customer settles or makes any admissions about a claim without IRP's prior consent, (5) if Customer continues to use the Service (or any element thereof) or Equipment after being notified of allegedly infringing activity or informed of modifications that would have avoided the alleged infringement, (6) to Trials and Betas or other free or evaluation use or (7) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service or Equipment but instead by features common to any similar service. This Section 14 sets out Customer's exclusive remedy and IRP's entire liability regarding infringement of third-party intellectual property rights.

15. Confidentiality.

15.1. Definition. "Confidential Information" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. IRP's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service or Equipment. Confidential Information includes Data.

15.2. Obligations. As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential

Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for IRP, the subcontractors referenced in Section 19.9), provided it remains responsible for their compliance with this Section 15 and they are bound to confidentiality obligations no less protective than this Section 15.

15.3. Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

15.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 15.

16. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

17. Trials and Betas. If Customer receives access to the Service or Equipment or Service or Equipment features on a free or trial basis or as an alpha, beta or early access offering ("Trials and Betas"), use is permitted only for Customer's internal evaluation during the period designated by IRP (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that IRP may never release, and their features and performance information are IRP's Confidential Information. Notwithstanding anything else in this Agreement, IRP provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed CDN\$50.

18. Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Laws. However, IRP may include Customer and its trademarks in IRP's customer lists and promotional materials.

19. General Terms.

19.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19.2. Governing Jurisdiction and Dispute Resolution. The laws of the Province of Ontario and Canadian law applicable in Ontario will govern any dispute, cause of action or claim arising out of this Agreement or use of the Services or Equipment, including against IRP ("Dispute"), without giving effect to conflict-of-law principles. If Customer has any kind of Dispute with IRP, the exclusive means of resolving it will be by confidential, binding arbitration before a single arbitrator chosen by Customer and IRP. Customer will give notice of Customer's Dispute to IRP in writing. If Customer and IRP do not decide together on an arbitrator within fifteen (15) days after receiving that notice, Customer and IRP both agree to ask ADR Chambers to appoint one. The arbitration

will take place in Toronto, Ontario, under the Arbitration Act, 1991 (Ontario), and will follow the ADR Chambers Arbitration Rules in place at the time of the Dispute. The arbitrator will have the right to decide how the costs should be divided between Customer and IRP. The arbitrator will have the right to accept whatever kind of evidence they think is appropriate and will have the right to make whatever award they consider fair and equitable, based on legal and equitable principles, including giving an order such as an injunction (to stop one of Customer or IRP from doing something) or an order that Customer or IRP pay damages to the other. The arbitrator's award can be entered into the registry of the Ontario Superior Court in Toronto, Ontario, and enforced in the same way as a court order if the court in the enforcing jurisdiction allows. Any Dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. IRP and Customer each waive any right to a trial by jury. If Customer breaches this Agreement or violates IRP's rights or another person's rights, in addition to any other remedy, IRP may ask a court for an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement, and Customer will reimburse IRP for reasonable legal fees associated therewith.

19.3. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page or by email to the address on the first page and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. or Canadian mail (return receipt requested) or (c) one day after dispatch if by a commercial overnight delivery service; or (d) on the date of sending if by email. Either party may update its address with notice to the other party. All notices to IRP must include a copy emailed to: IRP Industries Inc. o/a INDUSTRIAL MATRIX., 175 Gordon Baker Rd. Suite 200 North York, ON M2H 2N7, Attention: Director of Finance, robert@industrialmatrix.com. IRP may also send operational notices to Customer by email or through the Service.

19.5. Entire Agreement. This Agreement (which includes all Orders, Renewals and the Policies) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

19.6. Amendments. Any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by IRP. Nonetheless, with notice to Customer, IRP may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease IRP's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by IRP; any of these Customer documents are for administrative purposes only and have no legal effect.

19.7. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

19.8. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, governmental action arising from a pandemic, virus, or other pathogen, or natural disaster.

19.9. Subcontractors. IRP may use subcontractors and permit them to exercise IRP's rights, but IRP remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

19.10. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

19.11. Export. Customer shall not use the Service or Equipment if located in any jurisdiction in which the provision of the Service or Equipment is prohibited under Canadian, U.S. or other laws (a "Prohibited Jurisdiction") and Customer will not provide access to the Service or Equipment to any government, entity or individual located in any Prohibited Jurisdiction. Customer confirms that it is not named on any Canadian or U.S. government list of persons or entities prohibited from transaction with any Canadian or U.S. person; (b) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not allow Authorized Users to access or use the Service or Equipment in violation of any Canadian, U.S. or other export embargoes, prohibitions or restrictions; and (d) Customer will comply with all laws regarding the transmission of data exported from the country in which Customer (or Authorized Users) is located to Canada and the United States.

20. Definitions.

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"Data" means any all data in relation to the Service and Equipment, including but not limited to: (a) data, content or materials that Customer (including its Users) creates within or submits to the Service; (b) data, content, scans, measurements, preparations or materials that IRP creates to install Equipment at Customer's facility or facilities, or to prepare Customer to use Service, Equipment and/or Technical Services Data includes Usage Data (as defined below).

"Documentation" means IRP's usage guidelines and standard technical documentation for the Service and Equipment, as communicated by IRP to the Customer.

"Equipment" means the components leased by IRP to Customer as set out in an Order together with all parts required for the Equipment to work on Customer's premises.

"Laws" means all relevant local, provincial, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"Order" means an order for access to the Service, Support, Technical Services or related services and the Equipment that is executed by the parties and references this Agreement, including any Renewal.

"Renewal" means the renewal of an Order.

"Policies" means the Privacy Policy, Support Policy and SLA. "Privacy Policy" means the Privacy Policy of IRP.

“Service” means IRP’s proprietary cloud services, as identified in the relevant Order and as modified from time to time. The Service includes the Software and Documentation but does not include Technical Services deliverables.

“SLA” means the IRP Service Level Agreement, the current version of which has been provided to Customer attached as Schedule A.

“Software” means any IRP client software, scripts, apps or other code provided to Customer by IRP for use with the Service.

“Subscription Term” means the term for Customer’s use of the Service, Equipment, Maintenance and Support as identified in an Order.

“Support” means support for the Service as described in the Support Policy. Customer’s Support level will be identified in its Order.

“Support Policy” means the IRP Support Policy, the current version of which has been provided to Customer attached as Schedule B.

“Technical Services” means any training, customer onboarding, enablement, installation, Equipment set-up, Equipment maintenance, customization or other technical services provided by IRP related to the Service or Equipment, as identified in an Order.

“Usage Data” means IRP’s technical logs and data and learnings about Customer’s use of the Service or Equipment Data.

“User” means any individual that Customer or its Affiliate permits or invites to use the Service, as further described in the Documentation.

SCHEDULE A

Service Level Agreement

IRP Industries Inc. cob as IndustrialMatrix (“IRP”) will use commercially reasonable efforts to make the IRP monthly subscription software service (“IRP SaaS”) available with a Monthly Uptime Percentage (defined below) of at least 99.5%. If the Service Commitment is not met, Customer will be eligible to receive a Service Credit to be applied as described below.

Definitions

“Monthly Uptime Percentage” is calculated by subtracting the percentage of minutes during the calendar month in which SaaS was in the state of “Unavailable” (defined below) from 100%.

The IRP SaaS environment is “Unavailable” if Customer does not receive data from IRP SaaS. Planned down times are announced by email and are not counted as

“Unavailable”. All kinds of third-party issues, including third party software and hardware issues, provider issues affecting locations using IRP SaaS, and issues on customer side are also not counted as “Unavailable”.

Service Credits

Service Credits are calculated as a percentage of the monthly IRP SaaS subscription fee (equal to 1/12th of the yearly IRP SaaS subscription fees) for the affected SaaS environment for the month in which the unavailability occurred as follows: (monthly SaaS subscription fee) x (Service Commitment – Monthly Uptime Percentage) (e.g. \$1,000 x (99.5% - 95%) = \$45). Service Credits are subject to a maximum of 10% of the total annual spend for the IRP SaaS subscription, under the relevant order, per annual term. IRP will apply Service Credits only against a renewal of or the purchase of additional IRP SaaS subscriptions by Customer or for Customer's benefit within one year after confirmation of the Service Credits by Customer. Customer must have a current SaaS subscription to use a Service Credit. If not applied within that year, the Service Credit will automatically expire. Service Credits will not entitle Customer to any refund or other payment from IRP. Customer is eligible to receive a Service Credit only if the month in which IRP fails to meet the Monthly Uptime Percentage target falls entirely within the applicable paid subscription term. Service Credits may not be transferred or applied to any other account or environment. Unless otherwise provided in the Agreement between us for the affected SaaS Subscription, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the SaaS environment is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA. IRP is not responsible for data loss or downtime as a result of sensor, controller or other communication device failure or data disconnection (battery loss, power loss, etc.).

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening an IRP Support Ticket by emailing Steven Pamensky and Dan Follows. To be eligible, the credit request must be received by us by the end of the month immediately after the month in which the incident occurred and must include:

- the words **"SLA Credit Request"** in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- the URL of the affected IRP SaaS environment; and,
- the exact start and end time (if applicable) of the downtime with a detailed description of the symptoms of outage.

IRP may ask you to provide additional information relating to the incident. If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to be applied as described in this SLA. Your failure to provide the details of the request as set out in this SLA and other information as requested by IRP will disqualify you from receiving a Service Credit.

SCHEDULE B SUPPORT POLICY

This Support Policy applies to software services only. Our terms relating to Equipment and Hardware support are found in our Master Subscription, Lease and Maintenance Agreement.

The IRP IndustrialMatrix Support Team ("Team") consists of technical professionals dedicated to helping you optimize your IndustrialMatrix solutions. Team members are experts who troubleshoot our software and subscription services. The Team will manage and resolve your product-related technical issues or escalate them to Engineering and Product Management if needed.

SUPPORT SERVICES OVERVIEW

We offer a single, premium level of support for Customers that are current on their subscriptions.

	INCLUDED
Hours of Operation	x
New version/updates/fixes	x
Access to IndustrialMatrix customer online dashboards	x
Technical Support (email submission)	x
Live Customer Phone and Online Support Monday to Friday during normal business hours between 9am and 5pm EST excluding statutory holidays	x
Lube Logic Set Up	x
Live Dashboards, Alerts and Notifications	x

EMAILTICKET SUBMISSION

Tickets can be entered 24X7X365 by email. Tickets will be handled by their severity and the order in which they are received during normal business hours. A Team member will provide a response within the stated initial response time to ensure that your issue is handled as quickly as possible.

PHONE SUPPORT

Phone access to Customer Success Manager is available Monday to Friday during 9am to 5pm excluding holidays. To help accelerate the resolution of an issue, it is recommended that the customer first create a support ticket via email to capture all relevant information, screenshots, etc. prior to calling for support. However, this is not required. A Team member may choose to call back if this method is required to properly handle the reported issue in the email ticketing system.

SOFTWARE UPDATES AND FIXES

Customers who are current on their subscription fees are entitled to receive new releases of licensed software products based on IndustrialMatrix release timelines. They are also entitled to receive updates, revisions, and related documentation.

INITIAL RESPONSE TIME/ESCALATION

IndustrialMatrix strives to respond to issues in an expeditious manner. Customers may request that a ticket by email be escalated if the subject of the request involves a system critical issue or an extremely complex problem, or an unreasonable amount of time has elapsed with no resolution after the escalation thresholds have passed. To escalate a ticket, the customer should submit their escalation request by email. The request should include the reason for the escalation. The following table provides a summary of the initial response targets for support:

SEVERITY	INITIAL RESPONSE
1 – Critical (System Down, No Data Loading)	4 business hours
2 - High (system operational but data is incorrect)	Next business days
3 – Medium (system operational but some functionality is not (editing thresholds, adding comments, time period or scale zoom...))	2 business days
4 – Low (Aesthetic errors or change requests (color of data or graphs, position in screen or within graph...))	4 business days

REPORTING AN ISSUE

Outlined below are the steps you can take to make your interaction with the Team more effective. The more detail you provide, the faster and more effectively the team can troubleshoot your issue. Tickets will be handled in the order of their severity and submission time.

Issues reported via email need to include the following:

-Asset

-Detailed description of the issue

- Detailed notes on any troubleshooting steps that have been taken and or steps to recreate the issue
- Results of the troubleshooting steps taken
- best person for IM team to get in contact regarding this issue.

Or you can call us with the same information.

CUSTOMER SUPPORT HOLIDAYS

New Year's Day	January 1
Family Day	February 21
Good Friday	April 15
Victoria Day	May 24
Canada Day	July 1
Simcoe Day	August 1
Labour Day	September 5
Thanksgiving	October 10
Christmas Day	December 25
Boxing Day	December 26
Company specific days	Per IM's discretion on notice

SCHEDULE C PRODUCT LIST PRICES

This section serves as a guide to the cost of equipment should it need to be replaced at cost to the Customer, as outlined in accordance with Section 2. Prices are in CAD and may be subject to change.

Component	List Price (CAD)	Description
Control Panel	\$3,115.78	Panel, including Gateway controller to push data to PdM & LubeMatrix cloud and Modem to provide separate, self-service Cellular over Ethernet communication
All-in-one Temp/Vibe Sensor	\$658.22	General Purpose Temp/Vibration sensor, (All-in-One with radio node)
Washdown Wired Temp/Vibe Sensors	\$1,122.55	Temp/Vibe Sensor for washdown duty applications IP69
Wired Temp/Vibe Sensors	\$879.78	General Purpose Temp/Vibration sensor, (Wired to radio node)
LubeMatrix - Per Point	\$1,677.73	Node that controls the autoluber and ultrasound sensors, ultrasound sensor that delivers condition based monitoring, and autoluber that autonomously lubricates bearing based on real-time monitoring
Ultrasound Sensor	\$1,204.25	Ultrasound sensor that delivers condition based monitoring, Node that controls the ultrasound sensors
All-in-one Temp/Humidity Sensor	\$543.14	General purpose sensor temp/humidity sensor, for panel monitoring.
Temp/Vibe/Current Sensor	\$1,249.50	Temp/Vibration/Current Sensor, (Wired to radio node)