Monitoring Cloud Services

End User License Agreement and Terms & Conditions

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Soft dB

Content

1 Definitions 1
2 Agreement Structure and Order of Precedence 2
3 Limited License and Right to Access the Services 2
4 Service Plans and Functionality 3
5 Customer Accounts and Security 3
6 Restrictions and Prohibited Use 4
7 Customer Responsibilities for Monitoring 4
8 Ownership of Customer Data and Measurement Data 5
9 Aggregated and De-identified Information 6
10 Audio and Other Potentially Sensitive Data 6
11 Privacy 7
12 Local Storage, Communications and Data Transmission 7
13 Alerts and Notifications 7
14 Remote Configuration and Control 8
15 Calibration and Measurement Integrity 8
16 Reports, Standards and Compliance Criteria 8
17 API Access and Integrations 9
18 Support Access 9
19 Security 9
20 Third-Party Services 10
21 Maintenance, Updates and Changes to the Services 10
22 Beta, Preview and Evaluation Features 10
23 Availability and Service Interruptions 11
24 Suspension 11
25 Intellectual Property 11
26 Feedback 12

27 Confidentiality 12
28 Disclaimer of Warranties 12
29 Monitoring and Safety Disclaimer 13
30 Limitation of Liability 13
31 Indemnification 13
32 Term and Termination 14
33 Data Export and Retention 14
34 Force Majeure 15
35 Export and Sanctions Compliance 15
36 Changes to this Agreement 15
37 Governing Law and Jurisdiction 15
38 Severability 16
39 General 16

End User License Agreement and Terms & Conditions

This End User License Agreement and Cloud Services Terms and Conditions (the "Agreement") is entered into between Soft dB Active Control systems inc.., doing business as Soft dB ("Soft dB", "we", "us" or "our"), and the individual or legal entity accessing or using the Services ("Customer", "you" or "your").

Please read this Agreement carefully before creating an account, accessing, activating or using the Services. By creating an account, accessing or using the Services, or authorizing a User to do so, Customer agrees to be bound by this Agreement. If Customer does not agree to this Agreement, Customer must not access or use the Services.

If you accept this Agreement on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity. The Services are intended for professional and commercial use.

1 Definitions

"Authorized Device" means a Soft dB monitoring station, sensor, accessory or other compatible device authorized by Soft dB for connection to the Services.

"Customer Data" means information uploaded, entered, created, transmitted or otherwise provided to the Services by or on behalf of Customer, including project information, user information, configuration information, comments and files.

"Measurement Data" means environmental or equipment data generated by Authorized Devices, including, as applicable, noise, vibration, blast overpressure, meteorological, particulate matter, underwater acoustic and other sensor measurements, together with associated metadata such as, but not limited to, timestamp, location, sensor serial number.

"Order" means any quotation, purchase order, subscription agreement, order form or other commercial document accepted by Soft dB describing applicable products, Services, quantities, subscription periods or fees.

"Platform" means the Soft dB Monitoring web platform and associated applications, APIs, interfaces and cloud-based functionality made available by Soft dB.

"Services" means the Platform and any related cloud services, connectivity functions, data hosting, remote access, reporting, alerting, diagnostics, software, support or other functionality made available under an applicable Subscription, Order or service plan.

"Subscription" means the paid, prepaid, included or otherwise authorized service plan governing the Services and functionality available to Customer.

"User" means an individual authorized by Customer to access the Services.

2 Agreement Structure and Order of Precedence

This Agreement governs access to and use of the Services. Specific commercial terms, including pricing, Subscription duration, included functionality, data allowances, support levels or other conditions, may be set out in an Order.

In the event of a conflict, the following order of precedence applies unless expressly agreed otherwise in writing:

1) an executed agreement specifically negotiated between Soft dB and Customer;
2) the applicable Order;
3) this Agreement; and
4) applicable documentation and policies.

Hardware purchases, hardware warranties and professional services may be governed by separate terms and conditions.

3 Limited License and Right to Access the Services

Subject to Customer's compliance with this Agreement and payment of applicable fees, Soft dB grants Customer a revocable, limited, non-exclusive, non-transferable and non-sublicensable license and right to access and use the Services during the applicable Subscription term solely for Customer's internal business purposes and monitoring activities, and solely in connection with Authorized Devices unless otherwise authorized in writing by Soft dB.

The Services are licensed and provided for use, not sold. No ownership rights in the Platform, software, source code, algorithms, user interface, documentation, databases, architecture, firmware, communication protocols or underlying technology are transferred to Customer.

4 Service Plans and Functionality

The functionality available to Customer depends on the Services and Subscription purchased, included with an Authorized Device, or otherwise activated for Customer. Features may include, without limitation:

- remote Authorized Devices status and diagnostics;
- remote configuration of Authorized Devices;
- visualization and analysis of Measurement Data;
- data transmission and cloud storage;
- project and Authorized Devices management;
- system integrity information;
- online/offline notifications;
- Measurement Data threshold and exceedance alerts;
- email or SMS notifications;
- automatic reporting;
- data export;
- API access; and
- other features made available by Soft dB from time to time.

Some Authorized Devices management tools such as, but not limited to, remote access, status or integrity assessment may be available independently from data hosting. Other functionality, including data transmission, cloud hosting, automated reports, measurement alarms, extended data access or other features, may require an active Subscription. The availability of any particular feature shall be determined by the applicable Order or Subscription.

5 Customer Accounts and Security

Customer is responsible for all activity performed through its accounts and for managing Users authorized to access Customer's projects, devices and data. Customer shall:

- maintain accurate account information;
- keep usernames, passwords, API credentials and other authentication information confidential;
- use commercially reasonable measures to prevent unauthorized access;
- promptly disable access for Users who are no longer authorized;
- promptly notify Soft dB of suspected unauthorized access or security incidents involving Customer accounts; and

- ensure that Users comply with this Agreement.

Customer is responsible for actions performed using valid Customer credentials except to the extent such actions result directly from a security breach attributable to Soft dB.

6 Restrictions and Prohibited Use

Except as expressly permitted under this Agreement, an Order, or a separate reseller, distributor or integration agreement, Customer shall not, and shall not permit any third party to:

- license, sell, rent, lease, assign, distribute, host, outsource, sublicense, disclose or otherwise commercially exploit the Services or make the Services available to an unauthorized third party;
- reverse engineer, decompile, disassemble or attempt to discover the source code, object code, algorithms or underlying structure of the Platform, except where such restriction is prohibited by applicable law;
- copy, modify, translate or create derivative works from the Platform or documentation except as expressly permitted;
- circumvent authentication, security, licensing, usage, access-control or technical restrictions;
- gain unauthorized access to another customer's accounts, devices, systems or data;
- interfere with, disrupt or degrade the Platform or associated infrastructure;
- introduce malicious code or conduct penetration testing, vulnerability scanning or security testing without prior written authorization from Soft dB;
- use automated means that impose an unreasonable or disproportionate load on the Services;
- use the Services in violation of applicable law, third-party rights, sanctions or export-control restrictions; or
- use known vulnerabilities, errors or unintended functionality for fraudulent, malicious or unauthorized purposes.

7 Customer Responsibilities for Monitoring

Customer remains responsible for the design, deployment and operation of its monitoring program. Without limiting the foregoing, Customer is responsible for:

- selecting appropriate monitoring locations;

- proper installation, mounting and commissioning of monitoring equipment conformably to manufacturer's documentation;
- maintaining adequate power and communication services at monitoring locations;
- protecting equipment against foreseeable physical or environmental hazards;
- maintaining sensors and equipment in accordance with applicable documentation;
- performing or arranging required periodic calibration and verification;
- selecting appropriate measurement settings, standards, and alarm criteria;
- determining which persons should receive automated alerts and reports and maintaining correct contact information;
- reviewing Measurement Data, status information and alarm logs;
- maintaining any legally or contractually required monitoring and calibration records; and
- determining whether the monitoring configuration complies with contractual, regulatory or professional requirements applicable to Customer's project.

Soft dB may provide configuration tools, predefined criteria, standards, templates or technical assistance. Unless expressly agreed otherwise in writing, these tools and services do not constitute engineering, legal, regulatory or compliance advice and do not relieve Customer or its professional advisors from determining the requirements applicable to a particular project.

8 Ownership of Customer Data and Measurement Data

As between Customer and Soft dB, Customer retains all right, title and interest in Customer Data and Measurement Data generated for Customer through its Authorized Devices.

Customer grants Soft dB a worldwide, non-exclusive, royalty-free license to host, copy, transmit, process, display and otherwise use Customer Data and Measurement Data solely as reasonably necessary to:

- provide, operate and maintain the Services for the Customer;
- transmit, store and back up Measurement Data;
- generate reports, graphs, calculations and analyses requested through the Services for the Customer;
- provide technical support to the Customer;

- diagnose equipment, communications or service issues;
- maintain system integrity, reliability and security;
- investigate errors, incidents or suspected misuse;
- comply with applicable law or valid legal requests; and
- otherwise perform Soft dB's obligations under this Agreement and the applicable Order.

Soft dB does not acquire ownership of Customer's Measurement Data by reason of its transmission to or storage on the Platform.

9 Aggregated and De-identified Information

Soft dB may generate statistical, technical or analytical information derived from the operation and use of the Services, provided that such information is aggregated or de-identified so that it does not reasonably identify the Customer, a User, an individual, a geographic location, a specific project or Customer confidential information. Soft dB may use such information for product development, performance analysis, reliability improvements, benchmarking, technical research and similar internal business purposes.

10 Audio and Other Potentially Sensitive Data

Certain monitoring configurations may allow audio recordings, audio samples, images, location information or other information capable of containing or revealing personal information. Customer is solely responsible for determining whether collection, recording, retention, access and disclosure of such information is permitted at the monitoring location and for obtaining any notices, authorizations or consents required by applicable law.

Customer is responsible to deploy the Authorized Devices on authorized locations and activate audio recording, or other sensitive data collection, on authorized jurisdictions. Where audio recording, or other sensitive data collection, is not required, Customer should configure the applicable equipment in accordance with its project requirements and applicable law.

11 Privacy

Soft dB agrees to provide at least the same level of privacy protection with respect to personal information as is required by applicable privacy laws. Soft dB will not sell or share personal information or process personal information for any purposes outside the direct business relationship with Customer or as permitted by applicable privacy laws. Where required by Customer or applicable law, the parties may enter into a separate privacy agreement.

12 Local Storage, Communications and Data Transmission

Certain Authorized Devices may retain Measurement Data locally before or in addition to transmitting Measurement Data to the Platform. The existence of local storage does not guarantee that all Measurement Data will successfully reach the Platform.

Transmission of Measurement Data may depend on cellular networks, Internet connectivity, third-party telecommunications providers, equipment power, signal strength, network configuration, data plans and other factors outside Soft dB's reasonable control.

A temporary loss of communication does not necessarily mean that Measurement Data acquisition has stopped. Depending on equipment configuration, locally stored Measurement Data may be transmitted after communication is restored. Customer remains responsible for verifying Measurement Data integrity when Measurement Data is required for contractual, regulatory, safety or evidentiary purposes.

13 Alerts and Notifications

The Services may permit Customer to configure alerts and notifications based on Measurement Data exceedance thresholds, device status, connectivity status, system integrity conditions or other events.

Alerts and notifications are informational tools and are not guaranteed emergency, safety, life-protection, or fail-safe systems.

Delivery of an alert or notification may be delayed or prevented by circumstances including loss of cellular or Internet connectivity, third-party carrier outages, email or SMS

provider failures, incorrect contact information, spam filtering, device or sensor malfunction, loss of power, incorrect configuration, server or cloud-service interruptions, or other conditions beyond Soft dB's reasonable control.

Customer must not rely solely on alerts and notifications from the Services where failure or delay of an alert or notification could reasonably result in death, personal injury, significant property damage or another unacceptable safety risk. Customer is responsible for establishing appropriate independent escalation and safety procedures.

14 Remote Configuration and Control

The Services may allow authorized Users to modify the settings of an Authorized Device remotely. Customer acknowledges that changes to settings may affect Measurement Data acquisition, triggering, data upload volume, power consumption, communication, recording parameters and other device behavior. Customer is responsible for ensuring that Users authorized to perform remote configuration have appropriate knowledge and authority. Soft dB is not responsible for consequences or costs resulting from Customer-initiated configuration changes, except to the extent directly caused by a defect in the Services or Soft dB's own fault.

15 Calibration and Measurement Integrity

The Platform does not replace required calibration, verification, inspection or maintenance of Authorized Device. Measurement Data accuracy may depend on proper installation, sensor selection, calibration status, environmental conditions, configuration and equipment condition. Customer is responsible for determining applicable calibration intervals based on applicable regulatory requirements.

System-integrity metrics, diagnostics, sensor-checks or status indicators provided through the Platform are intended to assist Customer and do not constitute a certification that an instrument remains compliant with applicable regulatory requirements.

16 Reports, Standards and Compliance Criteria

The Platform may provide calculations, predefined standards, predefined criteria, templates, predefined limits or automated reports. Such functionality is provided to assist Customer in managing monitoring activities. Customer is responsible for confirming that:

- the correct standard or criterion has been selected;
- the selected version of a standard is applicable;
- context-specific limits have been correctly entered;
- measurement settings satisfy applicable requirements; and
- automatically generated reports satisfy contractual and regulatory requirements.

The Platform does not itself certify regulatory, contractual or legal compliance.

17 API Access and Integrations

Where API access or integration functionality is included in Customer's Subscription, Soft dB grants Customer a limited right to access such functionality for legitimate integration of Customer's systems with the Services. Customer shall protect API keys and credentials and comply with applicable documentation, usage limits and security requirements.

Soft dB may introduce reasonable API rate limits or other technical safeguards to maintain integrity, security and availability of the Service. Soft dB may modify an API or integration where reasonably required for security, maintenance or product development and will use commercially reasonable efforts to provide notice of material changes where practicable.

18 Support Access

When reasonably necessary to provide support, diagnose a technical issue or perform requested maintenance, authorized Soft dB personnel may access Customer's account, device status, configuration information and relevant Measurement Data. Such access shall be limited to personnel requiring access for legitimate business purposes and shall be subject to Soft dB's applicable confidentiality and security practices.

19 Security

Soft dB maintains commercially reasonable administrative, organizational and technical measures designed to protect the Services and Customer Data against unauthorized access, alteration, loss or disclosure. Customer acknowledges that its own security practices, User access management and protection of credentials form part of the overall security of the Services.

20 Third-Party Services

The Services may rely on third-party services, including, but not limited to, telecommunications networks, cellular carriers, SMS providers, email providers, cloud infrastructure, mapping services, identity providers or other external systems. Soft dB is not responsible for interruptions or failures directly attributable to third-party services outside its reasonable control. Third-party functionality may also be subject to separate terms imposed by the applicable provider.

21 Maintenance, Updates and Changes to the Services

Soft dB may modify, update, patch, suspend or discontinue features of the Services from time to time, for reasons including, but not limited to, security, legal, technical, operational or product-development requirements. Soft dB may also perform scheduled or emergency maintenance.

Soft dB uses commercially reasonable efforts to avoid materially reducing core paid functionality during an active Subscription term, except where changes are reasonably necessary for reasons including, but not limited to, security, legal compliance, third-party dependencies, technological changes or protection of the Services. Where practicable, Soft dB will provide reasonable notice of material changes or planned interruption of Services.

Purchase of the Services is not contingent upon delivery of any future functionality, feature or product-roadmap item unless expressly stated in an executed agreement.

22 Beta, Preview and Evaluation Features

Soft dB may make experimental, beta, preview or evaluation functionality available to the Customer under common agreement. Such functionality may be incomplete, modified or discontinued at any time and may contain errors. Unless otherwise agreed in writing, beta, preview and evaluation functionality is provided “as is” and should not be relied upon for critical monitoring, regulatory compliance or safety-related purposes.

23 Availability and Service Interruptions

Soft dB uses commercially reasonable efforts to maintain availability of the Services. Unless an applicable Order or service-level agreement expressly provides otherwise, Soft dB does not guarantee uninterrupted or error-free access to the Platform or any specific uptime percentage. Temporary interruptions may occur because of maintenance, updates, telecommunications failures, cyber incidents, third-party outages, force majeure events or other circumstances.

24 Suspension

Soft dB may temporarily suspend access to all or parts of the Services where reasonably necessary to:

- address a security threat or vulnerability;
- prevent harm to the Services, Authorized Devices or other customers;
- investigate suspected unauthorized, unlawful or fraudulent use;
- comply with law or a valid governmental or judicial order;
- address a material breach of this Agreement; or
- address overdue payment obligations.

Where reasonably practicable, Soft dB will provide notice and an opportunity to remedy the issue before interruption. Soft dB may act without prior notice where immediate action is reasonably required to protect security, legal compliance, persons, property or the integrity of the Services.

25 Intellectual Property

Soft dB and its licensors retain all right, title and interest, including all intellectual property rights, relating to the Platform, software, firmware, APIs, algorithms, database structures, documentation, user interfaces, report-generation technology, communication protocols, trademarks, and all improvements, modifications and derivative technologies thereof. Except for the limited rights expressly granted under this Agreement, no license or other intellectual property right is granted to Customer.

26 Feedback

If Customer voluntarily provides suggestions, recommendations, ideas or feedback regarding the Services, Soft dB may use such feedback without restriction or compensation, provided that Soft dB does not publicly identify Customer as the source without written Customer authorization.

27 Confidentiality

Each party shall protect confidential information received from the other party using reasonable care and shall use such information only for purposes related to the business relationship between the parties. Confidential information does not include information that is publicly available without breach of confidentiality, was lawfully known before disclosure, is received lawfully from a third party without confidentiality obligations, or is independently developed without use of the other party's confidential information. Disclosure required by applicable law or valid legal process is permitted, subject to legally permitted notice to the other party.

28 Disclaimer of Warranties

Except for warranties expressly provided in an applicable Order or separate written agreement, and to the maximum extent permitted by applicable law, the Services are provided on an "as available" basis. Soft dB does not warrant that:

- the Services will be uninterrupted, completely secure or error-free;
- all communications, data transmissions or alerts will always be delivered;
- all third-party networks or services will remain available;
- the Services will satisfy every regulatory, contractual or professional requirement applicable to every project;
- Customer's selected configuration is suitable for a particular purpose; or
- the Services will prevent damage, complaints, exceedances, regulatory violations or other adverse events.

Nothing in this Agreement limits warranties or obligations that cannot lawfully be excluded or limited.

29 Monitoring and Safety Disclaimer

The Services are designed to assist qualified users in collecting, transmitting, reviewing and managing environmental and equipment monitoring information. The Services are not a substitute for professional judgment, site safety procedures, structural engineering assessments, regulatory analysis or emergency systems.

Measurement Data, alarms and reports should be interpreted by persons having appropriate technical knowledge where the circumstances require such expertise. Customer remains responsible for decisions and actions taken based on Measurement Data, reports, status information or alerts.

30 Limitation of Liability

To the maximum extent permitted by applicable law, neither party shall be liable to the other for indirect, incidental, special, punitive, exemplary or consequential damages, including loss of profit, loss of revenue, loss of production, loss of business opportunity, loss of goodwill or business interruption, arising out of or related to the Services, even if advised of the possibility of such damages.

To the maximum extent permitted by applicable law, Soft dB's aggregate liability arising out of or relating to the Services during any twelve-month period shall not exceed the fees paid or payable by Customer to Soft dB for the affected Services during the twelve months preceding the event giving rise to the claim.

The foregoing limitations shall not apply to liability that cannot be limited or excluded under applicable law, including liability resulting from intentional or gross fault where applicable.

31 Indemnification

To the maximum extent permitted by applicable law, Customer shall defend, indemnify and hold harmless Soft dB and its directors, officers, employees and affiliates against third-party claims arising from Customer's unlawful use of the Services, Customer Data provided in violation of applicable law or third-party rights, Customer's unauthorized recording or collection of personal or audio information, Customer's material breach of this Agreement, or Customer's use of the Services in a manner contrary to applicable

documentation or law, except to the extent such claim results from Soft dB's own fault or conduct.

32 Term and Termination

This Agreement remains in effect while Customer has access to or uses the Services, unless terminated in accordance with this Agreement or the applicable Order. A Subscription may expire or terminate in accordance with the applicable Order.

Soft dB may terminate this Agreement or Customer's access to the Services upon material breach if Customer fails to cure the breach within a reasonable cure period after notice, where cure is reasonably possible. Soft dB may terminate immediately, without prior notice, where Customer's breach creates a material security, legal or operational risk; where use is fraudulent or unlawful; or where immediate termination is otherwise permitted or required by applicable law.

Customer may terminate use of the Services in accordance with the applicable Order. Termination does not relieve Customer of amounts accrued or payable before the effective termination date.

Upon termination or expiration, Customer's right to use paid Services terminates, except for any functionality expressly identified as continuing after expiration. Customer should export Measurement Data it wishes to retain within any applicable export or retention period. Soft dB may delete Customer Data after the applicable retention period, subject to applicable law and Soft dB's then-current data-retention practices.

Sections intended by their nature to survive termination, including intellectual property, confidentiality, disclaimers, limitation of liability, indemnification, data rights and governing law, shall survive termination.

33 Data Export and Retention

During an active Subscription, Customer may access or export Measurement Data using functionality made available under the applicable Subscription. Data-retention periods, storage capacity and available export methods may vary by Subscription, device and data type. Data-retention periods may also be determined by the volume of the data for high-volume data including waveform, audio or similar datasets.

Before termination or expiration of a Subscription, Customer is responsible for exporting information it is legally, contractually or operationally required to retain.

34 Force Majeure

Neither party shall be liable for delay or failure to perform obligations caused by circumstances beyond its reasonable control, including natural disasters, fires, floods, acts of government, war, civil unrest, labor disputes, major telecommunications outages, widespread cloud-service disruptions, epidemics, cyber events not caused by the affected party's failure to use reasonable security measures, or other events of force majeure, except for obligations that cannot legally be excused.

35 Export and Sanctions Compliance

Customer shall comply with applicable export-control, sanctions and trade laws in connection with the use, transfer, export, re-export and deployment of the Services and Authorized Devices. Customer shall not use or provide the Services in a jurisdiction or to a person where such use is prohibited by applicable law.

36 Changes to this Agreement

Soft dB may update this Agreement from time to time to reflect changes in the Services, applicable law, security requirements or business practices. For material changes adversely affecting Customer's rights during an active paid Subscription, Soft dB will provide reasonable notice where required by applicable law. Continued use of the Services after the effective date of an updated Agreement constitutes acceptance of the updated Agreement to the extent permitted by law.

37 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to conflict-of-law principles. Subject to any mandatory law to the contrary, the parties submit to the exclusive jurisdiction of the competent courts of the Province of Québec, Canada.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

38 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision shall be interpreted or modified to the minimum extent necessary to accomplish its intended purpose to the greatest extent permitted by applicable law, and the remaining provisions shall continue in full force and effect.

39 General

Failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision. Customer may not assign this Agreement without Soft dB's prior written consent, except as part of a merger, reorganization or sale of substantially all of Customer's relevant business or assets, subject to applicable law. Soft dB may assign this Agreement to an affiliate or in connection with a merger, reorganization or sale of its business.

This Agreement, together with the applicable Order and incorporated policies, constitutes the agreement between the parties concerning Customer's use of the Services and supersedes prior discussions relating to that subject, unless otherwise expressly agreed in writing. Electronic acceptance of this Agreement shall have the same effect as acceptance in writing.