

SOFTWARE-AS-A-SERVICE AGREEMENT (locMESH)

This Software-as-a-Service Agreement ("Agreement") is entered into as of **December 15, 2025** (the "Effective Date"),

BY AND BETWEEN

PROX SG Pte Ltd (Reg/GST No. 200917259N) ("Customer"), a company incorporated and existing under the laws of Singapore, having its principal place of business at **39 Woodlands Close, #03-32 Mega @ Woodlands, Singapore 737856**,

AND

BleedIO Tech, Inc. ("Company"), a Delaware corporation, with its principal place of business at **851 Duportail Rd, 2nd Floor, Chesterbrook, PA 19087, United States**.

Customer and Company may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree that the following terms and conditions govern Customer's access to and use of the Services.

1. DEFINITIONS

(a) **Customer Data** means all data, content, and materials provided by Customer or generated through Customer's use of the Services, excluding anonymized usage metrics and platform analytics.

(b) **Documentation** means Company-provided documentation related to the Services.

(c) **Order** means any written order, statement of work, or invoice mutually agreed by the Parties specifying Services and fees.

(d) **Services** means the internet-accessible, software-based services provided by Company under this Agreement.

(e) **Software / Platform** means Company's proprietary locMESH Bluetooth Low Energy (BLE) mesh SaaS platform.

(f) **Subscription Term** means a twelve (12) month term beginning on December 15, 2025 and ending on December 14, 2026. This Agreement does not auto-renew unless extended in writing by the Parties.

2. LICENSE GRANT

(a) During the Subscription Term, Company grants Customer a non-exclusive, non-transferable, royalty-free license to access and use the Services solely for Customer's internal business purposes.

(b) This Agreement constitutes a services arrangement only. No software is sold or distributed to Customer.

3. SERVICE DESCRIPTION

Company shall provide Customer with access to **locMESH** as a hosted SaaS solution, including:

(a) **Included Features:**

- SaaS access to the locMESH platform
- Network management for up to **sixteen (16) reader devices**
- Over-the-air (OTA) software and firmware updates for supported readers
- Platform updates, enhancements, and security patches released during the Subscription Term

(b) **Support and Maintenance:** Commercially reasonable remote technical support and maintenance.

(c) **Service Availability:** Services are available except during scheduled or emergency maintenance.

(d) **Data Handling:** Customer Data will be handled in accordance with Company's internal security, backup, and retention policies.

(e) **Service Limitations:** Hardware supply, on-site services, and custom development are excluded unless separately agreed.

(f) **Additional Services:** Any services outside this scope require a separate written agreement.

4. FEES AND PAYMENT

(a) **Service Fee:** The Customer agrees to pay the Company a one-time service fee of **USD \$12,500** for the twelve (12) month Subscription Term.

(b) **Invoicing and Payment Timing:** The full Service Fee shall be invoiced upon execution of this Agreement and is payable immediately upon sign-up.

(c) **Payment Method:** Payment shall be made via bank transfer to the following account:

- **Account Name:** BleedIO Tech, Inc.
- **Bank:** Middlesex Federal Savings, F.A.
- **Routing Number:** 211370150
- **Account Number:** 102550383

(d) **Late Payments:** Any overdue amounts may accrue interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

(e) **Taxes:** All fees are exclusive of any taxes, duties, or governmental charges. Customer is responsible for all applicable taxes.

(f) **Non-Refundability:** Except as required by law or expressly agreed in writing, all fees paid under this Agreement are non-refundable.

5. CUSTOMER OBLIGATIONS

Customer agrees to:

- (a) Use the Services in compliance with applicable laws and Company policies;
- (b) Secure its credentials and notify Company of any unauthorized access;
- (c) Ensure legality and accuracy of Customer Data.

Customer shall not reverse engineer, copy, or use the Services to build competing products.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) Customer retains ownership of Customer Data.

(b) Company retains all right, title, and interest in the Services, Software, Documentation, and all related intellectual property.

(c) No rights are granted except as expressly stated.

7. CONFIDENTIALITY

Each Party shall keep confidential all non-public information received from the other Party and use it solely to perform under this Agreement.

8. WARRANTIES

(a) Company warrants that the Services will substantially perform as described in the Documentation.

(b) Except as stated above, Services are provided "AS IS" without warranties of any kind.

9. LIMITATION OF LIABILITY

(a) Neither Party shall be liable for indirect, incidental, or consequential damages.

(b) Company's total liability shall not exceed the fees paid by Customer in the twelve (12) months preceding the claim.

10. INDEMNIFICATION

Each Party shall indemnify the other for claims arising from its breach of this Agreement, negligence, or violation of law.

11. TERM AND TERMINATION

(a) Either Party may terminate this Agreement with thirty (30) days' written notice.

(b) Either Party may terminate for material breach if uncured within thirty (30) days.

(c) Upon termination, Customer access to Services shall cease and outstanding fees become immediately due.

12. ASSIGNMENT

Neither Party may assign this Agreement without prior written consent, except in connection with a merger or sale of substantially all assets.

13. NOTICES

Notices shall be in writing and delivered by email, courier, or certified mail.

14. FORCE MAJEURE

Neither Party shall be liable for failure to perform due to events beyond reasonable control.

15. VARIATION

Any amendment must be in writing and signed by both Parties.

16. SEVERABILITY

Invalid provisions shall not affect the enforceability of remaining terms.

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the **State of Delaware, USA**, with exclusive jurisdiction in Delaware courts.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements relating to its subject matter.

ACCEPTANCE AND SIGNATURES

Prox SG Pte. Ltd.

Name: _____

Title: _____

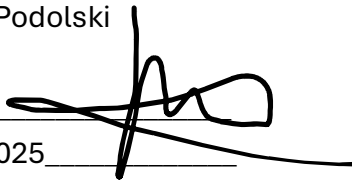
Signature: _____

Date: _____

BleedIO Tech, Inc.

Name: Stanislav Podolski

Title: CEO

Signature: _____

Date: __12/15/2025__