SaaS Agreement

NTrigo Ltd.

Effective Date: 28 November 2025

1. Parties

NTrigo Ltd., a company incorporated in Thailand with its registered office in Bangkok, Thailand (the Supplier).

Any company, incorporated entity, or individual entering into a commercial agreement with the Supplier for use of the Services (the Customer).

The Supplier and the Customer are referred to collectively as the Parties and individually as a Party.

2. Background

The Supplier provides enterprise grade software services delivered via application programming interfaces and related platforms, marketed under the RedFox Enterprise Solutions product line.

The Customer wishes to receive access to one or more of the Services for business use, subject to the terms of this Agreement.

3. Definitions

Services
All software services provided by the Supplier, including APIs, dashboards, detection engines, and related components, as offered from time to time.

API Key
A unique access credential issued by the Supplier to the Customer, required to activate and use the Services.

Subscription Package
A prepaid package of service capacity, measured by request volume or other agreed metrics, purchased by the Customer for a defined billing period.

Customer Data
Data generated, transmitted, or processed by the Customer through use of the Services.

Derived Information
Aggregated, statistical, or anonymized information generated from use of the Services, which cannot identify the Customer or any individual.

4. Services

The Supplier shall provide the Customer with access to the Services in accordance with the applicable Subscription Package.

The Services are provided exclusively for business use.

The Supplier may update, modify, or expand the Services from time to time without reducing their material functionality.

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5. Subscription Packages and Usage

Subscription Packages are purchased on a monthly basis and grant the Customer the right to use the Services up to the maximum capacity of the selected package.

Usage is not billed per request. Payment is for the package itself, regardless of actual consumption within the package limits.

The Customer may internally allocate usage across departments, systems, or use cases under a single API Key or across multiple packages, at the Customer's discretion.

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6. API Key and Access

Access to the Services requires a valid API Key issued by the Supplier.

API Keys are issued manually or through approved commercial channels and may not be shared outside the Customer organization without explicit written approval.

The Customer is responsible for safeguarding all API Keys and for all activity performed using them.

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7. White Label and Third Party Use

Use of the Services for third party benefit, including white label integration, resale, or managed service offerings, is permitted only with explicit written approval from the Supplier.

Such use is particularly applicable to managed service providers and managed security service providers and may be governed by a separate annex or supplemental agreement.

Absent such approval, the Services are licensed solely for the Customer's internal business use.

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8. Data, Privacy, and GDPR

The Supplier does not store, sell, or retain Customer Data beyond transient processing required to deliver the Services.

The Customer acknowledges that any logs or detailed data required for its own records must be stored locally within the Customer environment or devices.

The Supplier retains only aggregated statistical information for monitoring and dashboard presentation purposes.

The Supplier operates in full compliance with applicable data protection and privacy regulations, including GDPR.

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9. Fees and Billing

Fees are charged on a monthly basis according to the Subscription Packages selected by the Customer.

Invoices are issued monthly and payable in accordance with the agreed commercial terms.

The Customer may upgrade or modify Subscription Packages during the term, with pricing adjusted accordingly.

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10. Term, Renewal, and Termination

This Agreement renews automatically on a monthly basis unless terminated by either Party with written notice.

The Customer may terminate at any time, but all fees for the active billing period remain payable and Services will continue until the end of that period.

Termination for material breach may take effect immediately.

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11. Service Availability

The Supplier targets service availability of 99.9 percent on a monthly basis, using commercially reasonable efforts.

Service availability targets are provided on a best effort basis and do not constitute a guarantee or financial commitment unless explicitly agreed in writing.

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12. Warranties and Disclaimers

The Services are provided as is and as available.

The Supplier disclaims all warranties, express or implied, including fitness for a particular purpose and non infringement.

The Supplier does not guarantee that the Services will prevent phishing incidents, security breaches, or malicious activity.

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13. Limitation of Liability

To the maximum extent permitted by law, the Supplier shall not be liable for any indirect, incidental, consequential, punitive, or special damages.

This includes, without limitation, financial losses, business interruption, loss of data, phishing incidents, regulatory fines, or third party claims.

The Supplier's total liability shall not exceed the fees paid by the Customer in the twelve months preceding the claim.

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14. Confidentiality

Each Party shall protect the confidential information of the other Party and use it solely for purposes of performing under this Agreement.

These obligations survive termination.

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15. Governing Law and Jurisdiction

This Agreement is governed by the laws of Thailand.

All disputes shall be subject to the exclusive jurisdiction of the competent courts of Bangkok, Thailand.

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16. Notices

All notices must be provided in writing and may be delivered by email to the addresses designated by the Parties.

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17. Entire Agreement

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