

Trident Product Terms

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This edition applies as described in Section 1. The edition associated with an existing order is not changed merely by publication of a later edition.

Permanent edition: neptunenetworking.com/trident/terms/1.0

1. Scope, acceptance and the applicable order

1.1 Product terms. These Trident Product Terms (Terms) describe the permitted use of Trident and the product obligations of Neptune Networking Inc. (Neptune) to the business customer identified in the applicable order (Customer). Trident means Neptune's licensed JobBOSS connectivity software, agents, supported interfaces, reporting and document-generation components, JobBOSS Knowledge, related product documentation, and updates supplied within the purchased subscription. It does not include JobBOSS, a third-party AI service, or separately ordered professional services. JobBOSS here means JobBOSS Classic unless the Order expressly identifies another Neptune-supported product.

1.2 Order and seller. Order means the accepted ordering document identifying Customer, the authorised seller (Seller), the purchased Trident capabilities, the authorised deployment scope and the subscription period (Subscription Term). For a purchase through ECI or an ECI-authorised channel, ECI Agreement means the ECI customer agreement applicable to that Order, including its agreed amendments. The ECI Agreement is the edition applicable to Customer's transaction, not necessarily the edition currently displayed on ECI's website.

1.3 Acceptance. These Terms apply when the identified approved edition is made available to Customer and accepted through an Order that validly incorporates it, or through another acceptance mechanism expressly agreed by Neptune and the relevant Seller. The accepting representative must have authority to bind Customer. A website visit, publication of a draft, or an operator's routine use of an existing installation does not by itself select a new edition. Neptune does not require a second direct licensing agreement as a condition of delivery of an ECI order.

1.4 Relationship to ECI. For ECI-channel purchases, Trident is supplied through the licence or sublicense arrangement authorised by ECI and Neptune. These Terms supplement that arrangement; they do not establish a separate purchase or authorise a sale outside an agreed distribution channel. Seller administers the Order, charges, billing, renewal and commercial notices. Neptune undertakes the express Trident product obligations stated here. Neither party assumes the other's obligations merely because Trident works with JobBOSS. These Terms do not expand Customer's JobBOSS licence or amend ECI's rights without ECI's express written agreement.

1.5 Priority. A transaction-specific provision expressly accepted by ECI and Customer in the Order governs the relationship with the ECI Agreement. These Terms control Trident-specific matters only to the extent the Order validly gives them that priority. Otherwise, the ECI Agreement remains controlling between ECI and Customer. A Seller cannot enlarge Neptune's product obligations without Neptune's written approval. Section 11 addresses liability separately; there is no general replacement of ECI's liability framework. A brochure, demonstration, support message or later documentation revision does not amend these Terms.

2. Subscription licence and capability scope

2.1 Permitted use. During the Subscription Term and subject to the Order and applicable licence conditions, Customer may install and use the purchased Trident capabilities in its authorised environment for its own business operations. The right is non-exclusive and may not be transferred except under Section 14. Customer may use supported interfaces to process its business information, create authorised transactions and generate business outputs. Customer acquires no ownership of Trident.

2.2 Users and databases. Trident is not priced per user. Machine API access covers one configured JobBOSS database at a time for the purchased machine-API entitlement. User-connected access follows the authenticated user's authorised JobBOSS databases and permissions. The Order and approved deployment record identify the licensed customer, sites, environments and any additional machine-API entitlements. Neither the term "site licence" nor possession of a credential permits use for an unlicensed independent business, unlicensed simultaneous machine-API database targets, or circumvention of underlying JobBOSS limits.

2.3 Packages. Integration, also sold as Connect, includes the Integration API. Insights includes Reports & Analysis, Forms & PDFs and JobBOSS Knowledge, without the machine Integration API or transactional AI access. Automation, also sold as Act, includes all five capabilities. Individually ordered capabilities and approved combinations are governed by the Order. Integration and Insights are different capability sets, not cumulative tiers. Only supported operations within the purchased capabilities are authorised; a reference to a business area does not promise every possible operation in that area.

2.4 Deployment, testing and copies. Customer may use the server and workstation components required for its authorised deployment. Associated test, restored-copy and disaster-recovery use must remain within the Order's scope and underlying JobBOSS rights; it must not operate an additional unlicensed production business. Customer may retain reasonable non-operational backup copies of Trident with proprietary notices intact. Replacing hardware or relocating an authorised installation does not itself create a new Trident purchase, but Customer must arrange any necessary licence reconfiguration with Neptune and comply with Seller's relocation requirements. Parallel production use requires appropriate entitlement.

2.5 Other licences. Customer must maintain the necessary JobBOSS, infrastructure, hosting, AI-client and third-party licences and authorisations. Trident does not supply a licence to those products, unrestricted database access, a right to redistribute JobBOSS, or permission to evade their access restrictions. Separately identified third-party components supplied with Trident remain subject to applicable component notices and licences.

3. Connected applications, providers and approvals

3.1 Customer-directed connections. Customer may select compatible AI clients, software applications and service providers to work through Trident's supported interfaces within the purchased scope. Access to JobBOSS or ECI confidential materials by outside providers is permitted only to the extent authorised in the ECI Agreement or an ECI-signed Order or other access authorisation. These Terms alone do not waive an ECI third-party access restriction. Providers act for Customer, not for their own independent use of Trident or JobBOSS.

3.2 Responsibility for access. Customer must appoint an administrator and appropriate process owners, use least-privilege access, safeguard credentials and pairing credentials, promptly remove obsolete access, and ensure its providers are bound by suitable confidentiality and use restrictions. Dedicated service credentials may be used where the supported interface permits them; permission for an integration is not permission to share a person's JobBOSS password. Customer is responsible for its authorised users' and providers' compliance, without relieving Neptune of responsibility for its own breach or a Trident defect.

3.3 Instructions and approval configuration. Customer controls the business instructions, prompts, mappings, source information and workflows submitted through its authorised connections. With human approval enabled, an authorised operator reviews a proposed AI write before execution. Customer must verify the company context, operation, values and intended consequence. Supported unattended application integrations may execute within their expressly configured authority without a human click for each transaction. Customer must document that authority, test the workflow and monitor its operation. A general instruction to an AI does not expand the purchased capabilities or override configured permissions.

3.4 Results and external effects. Customer must review material outputs and verify consequential transactions against the system of record before relying on them, sending them externally, repeating a request or committing further work. An AI interpretation, a report result and a saved JobBOSS transaction are distinct. A timeout or missing response does not prove a transaction failed; Customer must check the recorded result before retrying. Trident does not promise that every completed workflow, email or external-system action can be automatically reversed. Customer approval does not waive an express Neptune warranty or make a defective implementation compliant.

3.5 Third-party AI and applications. Customer selects and contracts with its external providers, determines their retention, training, security and access settings, and pays their charges. Their availability, model behaviour and outputs are not Neptune's product warranty. Neptune remains responsible for its documented Trident interfaces and its own contributions to a failure, as described in Sections 6 and 9. Neither an AI client nor Trident becomes Customer's legal, accounting or business decision-maker. Product output and product support do not constitute a separately commissioned professional advisory engagement.

4. Use restrictions and operating responsibilities

4.1 Restrictions. Customer must not resell, sublicense, rent or operate Trident as a service bureau for other businesses; bypass entitlement, identity or approval controls; introduce malicious code; access another party's information without authority; or materially disrupt an environment. Customer must not reverse engineer or extract proprietary source code except to the extent a non-waivable law permits, remove proprietary notices, or reproduce Trident or the Knowledge corpus to create or supply a competing product. Legitimate customer-specific integrations through documented interfaces are permitted and are not prohibited merely because they use another vendor's software.

4.2 Customer environment. Customer is responsible for accurate source data, lawful instructions, appropriately trained operators, current recoverable backups, restoration testing, network and operating-system administration, and the security of infrastructure it controls. Customer must test consequential changes in a suitable environment and coordinate changes to JobBOSS, databases, hosting, identity systems and external connections. Neptune does not undertake general IT administration, accounting reconstruction or disaster recovery through the product subscription. These responsibilities do not excuse damage caused by Neptune's breach of an express obligation.

4.3 Restricted information and regulated use. Customer must identify applicable confidentiality, privacy, export-control and regulatory requirements before enabling a connection or disclosing information to Neptune or another provider. Customer must not send information to a recipient or environment that lacks the required authorisation. A Trident subscription does not itself certify a deployment for a government security level, export-controlled information or other regulated use. Any special hosting, residency, personnel, security or contractual requirement must be separately agreed before the affected processing. Nothing here excludes a manufacturing industry merely because some of its activities are regulated.

4.4 Legal compliance and incidents. Each party must comply with laws applicable to its performance. Customer must promptly report suspected compromise of Trident credentials or unauthorised product access, contain access it controls and cooperate with a reasonable investigation. Neither party is authorised to disclose the other's confidential information or controlled technology in breach of law.

5. Commercial terms and evaluations

5.1 Order administration. The Order and applicable Seller agreement determine subscription start and end dates, fees, currency, taxes, billing frequency, renewal, non-renewal notice and any co-termination or proration. Monthly billing does not by itself make an annual commitment cancellable month to month. No three-month minimum, new automatic-renewal period or right to a unilateral mid-term price increase is created by these Terms. Implementation completion is not a different billing start date unless the Order says so.

5.2 Payment through Seller. Customer pays the designated Seller. Neptune will not require Customer to pay a licence charge twice or suspend a valid, paid subscription solely because Seller has not remitted its share to Neptune. Customer must reasonably assist in establishing the Order and payment status. Genuine Customer non-payment remains subject to the Order and applicable notice, dispute and cure provisions.

5.3 Production and evaluation. A paid introductory or pilot-priced subscription is authorised for production use unless the Order expressly designates it as an evaluation or non-production licence. An evaluation designated by the Order is limited to its stated period, environment and purpose, is supplied as-is to the extent permitted by law, and does not receive the paid-product warranty or additional IP undertaking in Sections 9 and 10 unless expressly agreed. Evaluation expiry does not authorise Neptune to erase Customer's own JobBOSS records. Customer must retain any outputs it needs before evaluation access ends.

6. Maintenance and product support

6.1 Included support. An active paid subscription includes Trident product maintenance and support for the purchased capabilities. Neptune accepts product support requests directly and investigates reported problems with its own authentication, connectivity, supported operations and documented functionality using reasonably available diagnostics. Neptune supplies applicable corrections, workarounds and updates, including major and minor releases for subscribed capabilities made generally available during the Subscription Term, without a separate product-maintenance charge. A genuinely separate new product is not included merely because it integrates with Trident.

6.2 Compatibility and product defects. Neptune maintains Trident's documented interfaces with JobBOSS and with AI platforms Neptune identifies as supported, including adapting those interfaces to supported protocol changes. Customer must implement reasonably required supported updates and cooperate with compatibility testing. This obligation does not guarantee an external provider's availability, inference, routing choices or output. Neptune is not required to establish the cause of a third-party model's behaviour or Customer's prompts and workflows. An unexplained result alone does not establish a Trident defect; a Trident defect remains Neptune's responsibility even when it contributes to an external-system issue.

6.3 Support process. Customer must provide the version, environment, relevant times, operation, expected and observed result, and reasonably necessary logs or reproducible steps, minimising sensitive information. Remote access requires Customer's authorisation. Requests use Neptune's published email or other designated ticket-intake channels. A telephone intake channel, when offered, does not create an entitlement to live telephone troubleshooting, text-message support or callbacks. No response-time, restoration-time or round-the-clock service level applies unless expressly agreed in writing. ECI may identify an issue as Trident-related and refer Customer to Neptune; that referral is not a promise that ECI will diagnose or track the Trident issue.

6.4 Separately scoped work. Installation, external connection setup, onboarding, training, custom integrations, workflow design, customer-specific development, general ERP consulting and remediation of unrelated infrastructure or data issues are professional services requiring separate scope and charges. Neptune will identify chargeable work before undertaking it. These exclusions do not permit charging separately for correction of Neptune's own product defect merely because an integration is affected. The subscription does not include completion of a customer-specific automation project.

6.5 Changes during a term. Product and documentation updates may change implementation details. They do not amend the accepted legal edition or materially withdraw an expressly purchased core capability during the current paid term without a substantially equivalent alternative, Customer's agreement, or an affected-subscription termination and unused-prepayment remedy under Section 9.3. No purchase is contingent on an uncommitted roadmap feature.

7. Customer information, confidentiality and security

7.1 Ownership and limited permission. Customer retains its rights in its business records, inputs and information supplied for support (Customer Data). Customer permits Neptune to access and process Customer Data only as reasonably necessary to provide the purchased functionality, carry out authorised support or services, maintain security, or comply with law. Neptune acquires no general right to sell or monetise Customer's ERP content. Neptune will not use that content to train a general-purpose AI model without a separate express agreement. This restriction does not represent or control the practices of Customer's independently selected AI provider.

7.2 Information flows. On-premises Trident does not mean every connected workflow stays on premises. Information returned to a selected cloud client, sent to an integration or shared for support is processed in the relevant recipient's environment. Any remote routing, diagnostic or licensing service used by a deployment must be described in the applicable documentation. Operational records should be limited to the identifiers, configuration, usage and diagnostics reasonably needed for those purposes. Neptune is not appointed to host, back up or preserve the authoritative JobBOSS database merely because support information is supplied.

7.3 Confidentiality. Each party must protect the other's non-public business and technical information with reasonable care, use it only for the authorised relationship, and disclose it only to personnel, advisers and service providers who need it and are subject to suitable confidentiality duties. Each party is responsible for recipients it engages. Information independently developed, already lawfully known, lawfully received without restriction, or public without breach is excluded. Required legal disclosure is permitted with advance notice where lawful and reasonable assistance in seeking protection. Customer Data is confidential even if not marked. Publicly published product terms and brochures are not confidential merely because they are contractual documents.

7.4 Safeguards and incidents. Neptune will maintain reasonable administrative, technical and organisational safeguards and an incident-response process appropriate to Customer Data under its control. Neptune will notify the affected Customer without undue delay, and in any event within 72 hours after discovering an actual or reasonably suspected unauthorised access, disclosure, loss or alteration of that data, unless law requires earlier notice. Initial notice may be preliminary; Neptune will provide material updates, investigate, mitigate and reasonably cooperate with Customer. Notice is not an admission of liability. This does not replace any separate notice Neptune owes ECI. Unsuccessful routine probes without reasonable grounds to suspect compromise are not incidents requiring notice under this paragraph.

7.5 Processing arrangements and retention. Each party must have authority for the information it provides and comply with applicable privacy obligations. Where a processing addendum or specific cross-border safeguards are legally required, the parties must put them in place before the affected processing. On request at the end of the relationship, Neptune will return or delete Customer Data held solely for product support when no longer reasonably required, subject to legal retention, dispute records and secure backups that expire in their ordinary cycle. Retained information remains protected and may not be repurposed. No fixed deletion deadline or data-residency commitment is implied. Confidentiality continues for three years after termination, and for trade secrets and personal information for as long as their nature or law requires protection.

8. Product IP, Knowledge and business outputs

8.1 Neptune materials. Neptune and its licensors retain Trident, agents, API/MCP implementations, reporting and document engines, reusable templates, Knowledge materials, documentation and general product improvements. No source-code delivery, escrow, white-label right or ownership assignment is implied. Separate deliverables and jointly

developed interfaces are governed by the applicable signed services or development arrangement; these Terms do not override its ownership allocation or convert existing Neptune product IP into customer work product.

8.2 Knowledge use. The purchased Knowledge capability may supply reference context to an authorised AI session and support ordinary internal use of resulting answers. Customer may not bulk-extract, publish, sell or repurpose the proprietary corpus or use it to train a competing model or knowledge product. This restriction does not prohibit the contextual AI use for which the capability was supplied or Customer's use of its own information and expertise.

8.3 Outputs and feedback. Customer may retain, reproduce and share its generated business documents, exports and ordinary business outputs for its business purposes, subject to third-party rights and confidentiality. That permission survives subscription expiry and includes any Neptune-owned formatting embedded in those outputs; it does not transfer reusable software, templates or the Knowledge corpus. Neptune does not guarantee ownership or exclusivity of third-party AI-generated text. Customer may voluntarily provide product feedback, which Neptune may use without payment; this permission does not transfer Customer Data, confidential information or Customer's independently developed software.

9. Paid-product warranty and remedies

9.1 Limited warranty. During an active paid Subscription Term, Neptune warrants that Trident, when used in a supported configuration within the purchased scope, will materially conform to its applicable product documentation. Customer must give reasonably prompt written notice of a material nonconformity and provide sufficient available information to permit a reasonable investigation. The warranty does not cover a failure to the extent caused by unauthorised modifications, unsupported configurations, inaccurate inputs or external-provider behaviour; those exclusions do not apply merely because documented use necessarily connects Trident to JobBOSS or a supported client.

9.2 Correction period. Neptune will correct or replace a qualifying nonconformity within 30 calendar days after receiving sufficiently detailed written notice from Customer or ECI. A practical workaround that restores materially conforming functionality may satisfy the remedy. Neptune must promptly identify material diagnostic information it reasonably needs and may not repeatedly restart the period by requesting the same information. A delay actually caused by Customer withholding necessary access or information extends the period only by that delay.

9.3 Unresolved failure. If the nonconformity remains materially unresolved at the end of that period, Customer may terminate the affected Trident subscription by written notice and receive a refund of its unused prepaid subscription fees from the effective termination date, together with release from charges for the terminated remainder. For a bundled package whose core use is materially impaired, the affected subscription is that package, not an artificial allocation to one component. The calculation uses Customer's actual fees for the affected period, not Neptune's royalty receipts. It does not refund separately ordered services or unaffected products under these Terms.

9.4 Channel administration and preserved rights. For ECI purchases, the approved Order must provide for Seller to administer the cancellation and customer refund, with Neptune cooperating under its channel arrangements. Customer cannot recover the same amount twice. Sections 9.2 and 9.3 are the remedies for breach of Section 9.1 under these Terms; they do not eliminate non-waivable rights or any separate warranty, refund or beneficiary right already granted through the ECI contractual arrangements. Neptune's obligations to ECI are not limited by this customer remedy.

9.5 Other warranties. Except for the express undertakings in these Terms, and to the extent law permits, Neptune disclaims other warranties or conditions, including implied merchantability, fitness for a particular purpose and uninterrupted or error-free operation. No guarantee is made that AI output will be accurate, that every error can be corrected, or that a particular business saving will result. These exclusions do not negate Sections 6, 7, 9.1 or 10.

10. Third-party IP claims

10.1 Additional product undertaking. Subject to Section 11, Neptune will defend Customer against a third-party claim that authorised use of Trident as supplied by Neptune infringes a valid United States or Canadian patent, copyright or trademark, or misappropriates a trade secret under applicable United States or Canadian law, and pay damages and reasonable costs finally awarded against Customer or agreed in a settlement Neptune approves. Customer must promptly notify Neptune, permit it to control the defence with competent counsel, and provide reasonable cooperation at Neptune's expense. Delay in notice excuses performance only to the extent it materially prejudices the defence. A settlement requiring Customer to admit wrongdoing, make a payment not funded by Neptune or assume a continuing obligation requires Customer's consent, not unreasonably withheld.

10.2 Boundaries and continuity. This undertaking excludes a claim to the extent caused by Customer Data, third-party AI output, an unauthorised modification, or a combination or use not supplied or approved by Neptune, and excludes continued infringing use after Neptune offers a materially equivalent non-infringing alternative. Documented operation with JobBOSS or a supported AI client is not excluded simply because it is a combination. Neptune may obtain continued-use rights, modify or replace the affected product without materially reducing its purchased functionality, or, if those options are not commercially reasonable, terminate the affected subscription and provide the unused-prepayment remedy in Section 9.3.

10.3 Existing channel protection. This section is the remedy provided by these Terms for the covered IP claims. It does not waive or replace any independently available ECI-administered indemnity or third-party-beneficiary right. A Customer invoking such a right must use its applicable claims procedure, including submission through ECI where required. An independently existing right is not made subject to a new cap by being mentioned here. There is no duplicate recovery for the same loss.

10.4 Customer-controlled claims. Customer will defend Neptune against a third-party claim to the extent caused by Customer Data infringing that third party's rights, Customer's unlawful processing instructions, or unauthorised use by Customer or a provider for whom it is responsible, and pay damages and reasonable costs finally awarded or settled with Customer's approval. This undertaking excludes the extent caused by Neptune's breach, negligence or product defect; ordinary authorised use alone does not trigger it. Neptune must give reasonably prompt notice, permit Customer to control the defence with competent counsel, and reasonably cooperate at Customer's expense. A settlement must fully release Neptune and must not impose an admission, unfunded payment or continuing obligation on Neptune without its consent. This does not create a second recovery of an amount already paid under an ECI indemnity.

11. Liability allocation

11.1 ECI-channel claims. For a claim subject to the ECI Agreement's supplier protections, Neptune has the benefit of that agreement's applicable limitations, exclusions and conditions, including its shared aggregate limit. These Terms do not create a second damages pool or enlarge ECI's obligations. Under the published April 2022 U.S. and Canadian ECI Manufacturing Terms, that shared limit measures relevant product or service fees actually received by ECI in the twelve months immediately before the cause of action arose; the agreement actually governing the Order controls. An express Neptune obligation remains enforceable subject to the applicable limitations and is not extinguished merely by describing Trident as third-party software.

11.2 Supplemental Neptune limit. To the extent a claim under these Terms is not covered by the ECI supplier limitation, Neptune's total aggregate liability under these Terms for the affected Trident subscription, including the additional defence and payment undertaking in Section 10.1, will not exceed the subscription fees Customer actually paid the authorised Seller for that subscription during the twelve months immediately before the first cause of action giving rise to the related claims arose. This is a fallback limit, not an additional recovery above an applicable shared limit. Separate claim labels, parties or legal theories do not multiply it.

11.3 Excluded damages. To the extent permitted by law, Neptune is not liable under these Terms for indirect, special, incidental, punitive or consequential damages, lost profit, lost revenue, lost business or anticipated savings, even if advised of their possibility. The applicable ECI exclusions remain available where Section 11.1 applies. The additional IP undertaking covers the specified third-party award or settlement subject to the stated limit; it is not nullified solely by the third party's description of its damages.

11.4 Boundaries of these limits. Nothing here excludes liability that cannot lawfully be excluded, reduces Customer's separate existing rights described in Sections 9.4 and 10.3, or alters Neptune's obligations to ECI under their reseller agreement. Unused-prepayment refunds expressly owed for a terminated future period are price adjustments, not an additional damages pool, and cannot also be recovered as damages. These Terms do not limit a separately contracted consulting engagement by treating all advice as automated product output. No representation is made that every claim under every agreement between the parties is capped by this Section 11.

12. Suspension, termination and retained records

12.1 Targeted suspension. Subject to the Order and ECI's applicable rights, Neptune may limit affected Trident access where reasonably necessary to stop a material security threat, unlawful use or unauthorised access. It will give notice and a reasonable opportunity to remedy where practicable, limit the action to what is necessary, and restore access promptly after the reason is resolved. Routine billing disputes and material contractual breaches follow their applicable notice and cure provisions. Nothing authorises interference with unrelated systems or disabling a customer that holds a valid subscription merely because time has elapsed or a channel payment is delayed.

12.2 Material breach and expiry. Either Customer or Neptune may terminate these product obligations for the other's material breach remaining uncured for 30 days after written notice, subject to any overriding Order provision and non-waivable law. For an ECI-channel licence, licence termination and billing consequences must be implemented under the applicable ECI Order; these Terms do not give Neptune a power to terminate ECI's agreement. A qualifying Neptune breach materially preventing continued authorised use carries the affected-subscription remedy in Section 9.3. Otherwise, expiry, renewal and unpaid amounts are governed by the Order.

12.3 Effect and continuity. When the applicable Trident rights lawfully end, Customer must stop using the terminated capabilities and remove operational copies, while retaining permitted business outputs and any legally required non-operational archive. Ending Trident does not terminate a separate JobBOSS licence, transfer Customer Data or authorise deletion of Customer's ERP records. Customer remains responsible for retaining information in third-party clients. Expiry or termination of Neptune's reseller relationship does not itself end a valid Customer subscription or its included support for the remainder of the committed term. Any transition must respect those existing entitlements.

13. Editions, notices and dispute process

13.1 Version record. Each approved edition has a version, document date and publication record. The Order must identify the accepted edition or otherwise establish it through the approved acceptance process. Neptune will preserve that edition at a version-specific address. A "current terms" page may point to a newer edition; that pointer does not silently substitute it for an existing Order. Publication in a resource index is not acceptance evidence.

13.2 Future changes. Material changes apply to a later Order or renewal only through the applicable lawful notice and acceptance process. Neptune will give at least 30 days' notice of a proposed new edition for renewal, and earlier where necessary to preserve the contractual non-renewal period. An edition does not change during a committed term without the required agreement, except to the extent a change is mandated by law. Technical documentation may be updated without changing the accepted legal terms. No new edition overrides ECI's agreements without ECI's required consent.

13.3 Notices. Product requests may use Neptune's published support-intake channels. A contractual notice to Neptune must identify the Customer and Order and be sent to garrett@neptunenetworking.com with acknowledgement of receipt, or delivered with proof of receipt to Neptune's business address identified in the Order. Customer notices use its designated Order contact. Notices required to Seller must also follow the applicable Seller agreement; copying Neptune does not replace an ECI notice. The parties may update notice details by written notice without changing substantive terms.

13.4 Governing law. For ECI-channel Orders, disputes between Neptune and Customer under these Terms use the governing law and courts specified for the applicable ECI customer agreement, including its valid transaction-specific changes, subject to mandatory law. A separately authorised non-ECI transaction must identify governing law and venue in its Order; these Terms do not establish a new sales channel. The U.N. Convention on Contracts for the International Sale of Goods does not apply. The parties will first seek practical resolution through designated representatives, without delaying urgent protective relief or a mandatory filing deadline.

14. General provisions

14.1 Separate relationships. Customer, Neptune, ECI and Customer's external providers remain independent. No party may bind another without authority. Assignment of Customer's Trident rights requires the consents applicable under the Order and underlying ECI arrangements; an approved transfer does not convey Neptune IP or increase deployment scope. Neptune may use qualified subcontractors subject to its confidentiality and security obligations and remains responsible for the performance it delegates.

14.2 No implied promises or waivers. These Terms and their valid incorporation record state Neptune's product commitments. General sales statements, a customer purchase order and informal correspondence do not enlarge those commitments. No failure to enforce a provision is a continuing waiver. An unenforceable provision is limited only as law permits, leaving the remainder effective. A circumstance beyond reasonable control excuses affected delay only while the party takes reasonable mitigation measures; it does not excuse deficient security precautions or eliminate accrued remedies.

14.3 Survival and mandatory rights. Accrued obligations, ownership and retained-output rights, confidentiality and permitted retention, liability allocation, claims procedures, edition records and provisions intended by their nature to survive remain effective after termination. Nothing waives a right or language requirement that cannot lawfully be waived. Any required language version or election must be handled before acceptance; no blanket language waiver is implied. Professional-services and general consulting terms are outside this document.