

General Terms and Conditions for the Inuatek Data Collection Cloud

(Hereinafter the “GTC” or “this Agreement”)

Version 1.1 2024

Inuatek A/S (“Supplier”)

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1 About Supplier and Terms

- 1.1 The “Terms” consists of a specific order confirmation or agreement, “General Terms and Conditions” (This agreement, hereinafter the GTC or this Agreement) and “Terms of Use” (Presented to users at login to the solution), which collectively regulate the use of the Data Collection Cloud (Hereinafter the DCC). This includes any white-labelled version, including but not limited to ADM4.0. All versions are in the following referred to as “DCC”.
- 1.2 The DCC is produced and marketed by Inuatek A/S, a Danish Private Limited Company registered under the Central Business Registration (in Danish: “CVR”) No. 40051244 (hereinafter “Supplier”).
- 1.3 The User (in singular or plural) mentioned throughout this Agreement shall mean the user of the DCC, both in form of regular user or an administrator. The term Customer is used in relation to the financial/commercial obligation towards Supplier. User and Customer may represent the same or separate individual or legal entity respectively.
- 1.4 This Agreement shall be considered accepted by the Customer either by (i) signing these terms as part of a written agreement, or (ii) accepting an Order confirmation whereto these terms have been attached.
- 1.5 Unless otherwise agreed, this Agreement supplement and do not replace any other terms and conditions entered when purchasing other Supplier products or services. Customer are at all times obliged to ensure that the use of the DCC corresponds to such terms and any recurring payments.

2 About the DCC

- 2.1 The DCC enables collection of data from Industrial Equipment over the Internet and via different brands of IoT devices (hereinafter “IoT Devices”).
- 2.2 Collected Data can be viewed, retrieved via an API, or presented in the DCC by built-in widgets.
- 2.3 The DCC is designed hosting agnostic but has been adapted to effectively utilize the services of Microsoft Azure. Hosting DCC on other platforms may represent degradation in performance or accessibility.
- 2.4 The DCC consists of the following central server components:
 - 2.4.1 A Backend Server, containing the applications and databases for storing collected Data and User information. The Backend Server exposes two interfaces:
 - a) A South Bound Interfaces (SBI), to which IoT Devices are connected.

- b) A North Bound Interface (NBI) to which the Frontend Server is connected, and to which third party applications can connect to retrieve collected data.
- 2.4.2 A Frontend Server, which is used as the User Interface to the DCC, and where Users and IoT Devices are administered and where data are presented.
- 2.5 Additionally, various fail-over and load balancing servers may be used to secure performance and scalability.
- 2.6 Routines have been applied to ensure speedy recovery of the DCC in case of unexpected failures.
- 2.7 The DCC have, according to industry standards been properly secured against unauthorized access.
- 2.8 DCC includes logging functions, which ensure that administrators can monitor which users or external systems have accessed the DCC servers and which general actions the user or system have taken.
- 2.9 DCC has mechanisms to purge the oldest data collected based on number of sample points collected. Within the retention period the data can be retrieved from external systems using the NBI, or by pushing the data to an external accessible blob storage.
- 2.10 The DCC has built-in security, but the built-in security cannot and should not substitute or prevent the User from taking proper security measures in order to keep the industrial equipment safe and protected against unauthorized access.
- 2.11 More information about the DCC is maintained on <https://documentation.inuatek.com>
- 2.12 In case of a discrepancy between product information in hard copy and digital form the latter shall prevail.
- 2.13 Regardless of how User/Customer are using the DCC the DCC is delivered "as is".

3 Supplier Hosted DCC Availability

- 3.1 The DCC is hosted in Microsoft Azure, due to their global regional coverage, their platform management tools and scalability.
- 3.2 The DCC and hosting is architected and maintained to ensure an uptime of +99,6%. Supplier does not guarantee a certain percentage of uptime, but we strive for uninterrupted operation and aim for an annual average availability of 99%
- 3.3 The DCC is monitored 24/7, and Supplier will use its best effort to resolve critical issues instantly but may defer other issues to normal working hours.
- 3.4 Supplier may choose to change hosting provider in order to optimize the balance between cost, quality, security and safety. Supplier will take measures to perform the migration without requiring Users to perform any reconfiguration of equipment.

- 3.5 Supplier's DCC Services hosting setup includes logging functions, which ensure Supplier to monitor which users or external systems have accessed the DCC servers and which general actions the user or system have taken.
- 3.6 Data is retained in DCC for a limited period of time pursuant to the agreement entered into with the Customer. Collected data that has exceeded the retention limit will be deleted and cannot be restored.
- 3.7 Supplier cannot provide a legally binding guarantee that the DCC offered by Supplier will remain unchanged in an infinite future.
- 3.8 Supplier will announce scheduled maintenance by email sent to the email of administrator User accounts registered by Customer. There may, however, be situations that require maintenance actions with shorter notice.
- 3.9 The use of bandwidth to and from the DCC is not restricted, but Supplier reserves the right without notice for a shorter period of time to restrict the bandwidth for a particular User or in general to secure uninterrupted operation.
- 3.10 If a particular User has an unusually high consumption of bandwidth for an extended period, Supplier may, with a written notice of 2 working days, permanently restrict the User's bandwidth.

1 Customer hosted DCC

- 1.1 In the case of a Customer using and operating its own DCC the following shall apply:
 - 1.1.1 Customer is sole responsible for opening the necessary ingoing and outgoing ports in the firewalls in order for the DCC to function as specified.
 - 1.1.2 Customer is sole responsible for maintaining communication between Frontend and Backend server parts of DCC.
 - 1.1.3 Customer is sole responsible for operating a mail server through which the DCC can send e-mails in order for the DCC to function as specified.
 - 1.1.4 Customer is sole responsible for operating the DCC including maintenance, backup and any claims from customers due to Customer's use of the DCC.
- 1.2 In case Customer is using a hosted DCC server refer to the sections prefixed "Supplier Hosted DCC Services".

2 Pricing

- 2.1 Pricing for DCC is defined as per the Order confirmation.
- 2.2 Payment terms net 30 days from date of invoice, unless otherwise agreed.

- 2.3 Supplier reserves the right to update/modify major/significant terms and conditions as well as pricing by giving Customer 6 months' notice. Minor changes can be made upon notification to Customer.
- 2.4 Consultancy assistance and training from Supplier in connection with purchase, installation and start-up must be acquired separately and is NOT comprised by this Agreement.
- 2.5 Prices related to consultancy services will be adjusted annually, first time 12 months from initial order. By default prices will be adjusted according to the Danish consumer price index (<https://www.dst.dk/en/Statistik/dokumentation/documentationofstatistics/consumer-price-index>) . For instance, if the index in the previous period was 105,8 and 107,8 in the new period the percentual change is $(107,4 - 105,8)/105,8 = 0,015 = 1,5$ pct.

3 Support

- 3.1 For User support on the Supplier hosted DCC refer to the Support section of the Terms of Use (TOU) agreement for details.
- 3.2 For support on Consultancy services, Support terms will be defined in a separate agreement.

4 Rights

- 4.1 All rights, including full copyright for the DCC and all subsequent versions, shall exclusively belong to Supplier, regardless of whether the User has contributed with ideas/input/tests etc. for the development of new functionality, design, interface, etc.

5 GDPR Data Processing

- 5.1 Refer to the Privacy Policy section of the Terms of Use agreement for details about compliance with Personal Data regulations for a Supplier hosted DCC.
- 5.2 For DCC installed and activated on a selfhosted or on-premises DCC, the company owning and administrating the DCC is responsible for maintaining the proper GDPR measures for user accounts created on the DCC.

6 Warranty and indemnification

- 6.1 The DCC is provided "as is". The Customer/User must decide whether the DCC is fit for User's purpose, and the Supplier disclaims all warranties, whether express, implied, statutory, or otherwise. Certain functionalities may be free of charge, while other functionalities are subject to a fee. The Customer acknowledges and agrees that the level of services provided by the Supplier depends on the information provided, the configuration of the products, and their proper installation and use.

- 6.2 For custom-made services or development, the degree of warranty provided depends on the nature and scope of the development. Specific warranties, if any, will be explicitly agreed upon in writing before commencement. Any implied warranties are expressly disclaimed unless otherwise stated.
- 6.3 The Customer shall ensure that their use of the DCC and associated services complies at all times with this Agreement, the TOU and applicable laws. The Customer shall indemnify, hold harmless, and defend the Supplier against all damages resulting from third-party claims due to non-compliance. The Supplier reserves the right to block or suspend access to the services in cases of suspected violations.
- 6.4 Third-Party Warranties: Warranties for third-party hardware delivered by Supplier are in accordance with those provided by the respective third-party suppliers. Supplier will assist Customer with warranty claims related to third-party hardware. In addition to any manufacturer warranty, Customer may have rights under the EU's legal guarantee, which provides a 2-year minimum warranty for faulty goods, including third-party hardware.
- 6.5 Warranty Period: The warranty period, where applicable, starts from the date of the Supplier's invoice to Customer.
- 6.6 Software Conformity: Supplier warrants that DCC will conform to the specifications and functionality described for the product. Supplier will provide updates and support to maintain this conformity throughout the contract duration.

7 Liability and waiver

- 7.1 Supplier does not make any backups of any kind of the DCC except for the DCC hosted by Supplier. Any backup of Customers selfhosted or on-premise DCC instance is therefore Customer's sole decision and responsibility.
- 7.2 The User/Customer accepts that functionality and/or the user interfaces of the DCC may be amended in connection with system updates.
 - 7.2.1 In case of major amendments, Supplier will give notice of such amendments in due time before such amendments are implemented in order for the User/Customer to be able to take proper measures.
- 7.3 The User/Customer acquires a non-exclusive right of use of the DCC for the duration of this Agreement, regardless of the DCC being hosted by Supplier or a selfhosted or on-premise DCC installation.
- 7.4 The User/Customer shall be solely liable for all setup of Users, configuration of IoT Device, configuration of Data presentation in the DCC and any external applications using the NBI.
- 7.5 It is the User/Customer's sole responsibility that the User's Industrial Equipment is adequately enabled for Data Collection and at all times are well maintained.
- 7.6 Supplier shall not be liable for any inability to access DCC caused by:

- 7.6.1 Problems with the User's Internet access/ability to connect to the DCC or internal IT-systems regardless of the reason;
- 7.6.2 Problems with the User's Industrial Equipment, regardless of the reason;
- 7.6.3 General telecommunication problems, i.e. cable breakdown, heavy traffic etc.;
- 7.6.4 Unknown errors in hardware operating equipment supplied by Supplier;
- 7.6.5 Updates and other required maintenance of DCC;
- 7.6.6 Other or extraordinary circumstances which are beyond the control of Supplier or its Partners and/or sub-suppliers, and which could not or should not reasonably have been foreseen and should not have been avoided or overcome when entering into this Agreement.
- 7.7 Supplier's liability for any and all claims arising out of this agreement is limited to DKK 50.000.
- 7.8 TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER SUPPLIER NOR, ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8 Duty of confidentiality

- 8.1 Supplier and its employees, sub-suppliers and advisors must observe strict confidentiality as regards any information about the Customer/User's business affairs and other confidential information coming into their possession in connection with the set-up, operation- and performance of this Agreement.

9 Termination and cancellation

- 9.1 The Customer can terminate this Agreement for use of DCC according to these Terms.
- 9.2 If Customer have purchased DCC services with a certain subscription period or for a certain term, then the agreement for such services may only be terminated by the parties at the end of such period or term, taking into account a notice period of 60 days. Parties' legal right to termination for cause based on applicable law remains unaffected.
 - 9.2.1 If the agreement for such services is not terminated in a timely manner, it will each time be tacitly renewed with the same subscription duration. Upon automatic extension, Supplier has the right to raise the price(s) by 5%.
- 9.3 Upon termination, Supplier will keep Customer's company account including the associated User accounts and related data for at least three months. During this three-

month period, Customer may request a complete copy of their data in a commonly used and machine-readable format. Supplier will provide this data within thirty days of the request. The costs associated with this data transfer, including but not limited to storage, processing, and transmission fees, shall be borne by the Customer. After the three-month period, or after the data transfer is complete (whichever is later), Supplier has the right to delete all related data irrevocably.

- 9.4 Supplier in its own discretion is entitled to stop offering or providing (certain) services or to amend configurations of any products and services. If Customer has subscribed and prepaid fees for canceled products or services, Supplier will proportionally refund these fees, which will be the only remedy available to Customer in case of amendments or cancellation of products and/or services.
- 9.5 Any agreement on extended Support and Maintenance may be terminated by either Customer or Supplier with a six (6) months' notice to the other party, unless otherwise specified in a separate agreement.
- 9.6 If Customer does not pay any fee due or other amounts due to Supplier, Supplier is entitled to close down User's access to DCC hosted by Supplier. Only in the event that Customer has not paid the amount due at the latest 10 (ten) days after receipt of a reminder letter Supplier is entitled to effectuate closedown.
- 9.7 The access to DCC hosted by Supplier cannot be restored until Customer has paid all amounts due, including all costs. Notwithstanding the above and without any obligation to return any prepaid sums or liability, Supplier may terminate its relationship with Customer at any time if:
 - 9.7.1 Customer/User is in breach of this Agreement or these Terms;
 - 9.7.2 Customer fails to pay any amounts due to Supplier, under this agreement or other agreements with Supplier;
 - 9.7.3 a force majeure event happens that continues for more than thirty (30) days;
 - 9.7.4 required due to change in laws/regulation by a regulator or authority with a lawful mandate;
 - 9.7.5 the bankruptcy of the Customer has been applied for or has been declared;
 - 9.7.6 Customer is liquidated or discontinued;
 - 9.7.7 Customer is in violation of any applicable laws or regulations.
 - 9.7.8 Upon suspension and/or termination of this Agreement, all invoiced sums will become immediately due and payable.
 - 9.7.9 Upon termination due to the above grounds, Customer is immediately due all sums that would have been due during the term of this Agreement.

10 Assignment of this Agreement

- 10.1 Supplier is free to assign rights and/or liabilities under this Agreement to a third party without prior written consent from the Customer/User. Furthermore, Supplier may use sub-suppliers to fulfil all of, or parts of this Agreement.
- 10.2 The Customer may assign the right of use to a third party in connection with a possible merger.

11 Governing law and disputes

- 11.1 This Agreement between the parties shall be governed by Danish law.
- 11.2 Any disagreements between the parties concerning the fulfilment, the interpretation or the judicial implication of this Agreement concerning right of use may be submitted to the arbitration. For Orders between Supplier and a Danish legal entity arbitration according to the Danish Arbitration Institute with place of arbitration in Copenhagen, Denmark. For international Customers, arbitration according to International Chamber of Commerce rules. Place of arbitration Copenhagen, Denmark.

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