

General Terms and Conditions for the Inuatek Data Collection Cloud

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

Version 2.0 2025

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) shall mean the individual or legal entity using the DCC, either as a regular user or an administrator.
The term “Customer” shall mean the party that has entered into a commercial agreement for access to the DCC. In some cases, the Customer enters such agreement directly with the Supplier, and in other cases via a third-party Distributor. The term “Distributor” shall mean a third-party company or legal entity, authorized by the Supplier, that resells or sublicenses access to the DCC to Customers. In cases where the Customer has acquired access via a Distributor, the contractual relationship regarding pricing, invoicing, and payment exists between the Customer and the Distributor, whereas the Supplier remains the technical provider of the DCC services. Customers acquiring access via a Distributor acknowledge that their continued access to the DCC depends on the Distributor’s compliance with its obligations towards the Supplier.
- 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. The Customer is 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 the 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 The 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 The 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 for 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 the 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%. The 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 the Supplier will use its best effort to resolve critical issues instantly but may defer other issues to normal working hours.

- 3.4 The Supplier may choose to change hosting provider in order to optimize the balance between cost, quality, security and safety. The Supplier will take measures to perform the migration without requiring Users to perform any reconfiguration of equipment.
- 3.5 The Supplier's DCC Services hosting setup includes logging functions, which ensure the 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 with the Customer. Collected data that has exceeded the retention limit will be deleted and cannot be restored.
- 3.7 The Supplier cannot provide a legally binding guarantee that the DCC offered by the Supplier will remain unchanged in the infinite future.
- 3.8 The Supplier will announce scheduled maintenance by email sent to the email of administrator User accounts registered by the 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 the 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, the Supplier may, with a written notice of 2 working days, permanently restrict the User's bandwidth.
- 3.11 The Supplier's per-Device subscription plans are based on the number of data samples per 24 hours. Each device is monitored for compliance with its subscribed plan. If a device exceeds its daily sample limit for more than five (5) days within a calendar month, the Customer will be notified, and the point of purchase (whether the Supplier or an authorized Distributor) will request that the Customer either reduce the data traffic or upgrade to a suitable subscription plan.

The Supplier reserves the right to suspend or terminate access for any device in the following circumstances:

- If the device repeatedly exceeds the five (5) day threshold across consecutive months;
- If the device exceeds the daily sample limit on all days of a given calendar month; or
- If the device remains technically within the five (5) day threshold, but the amount of data transferred within those days is unreasonably high compared to the monthly average (for example, where a device is powered off for most of the month but transfers excessive volumes of data on the limited active days).

In such cases, the Supplier may suspend or terminate the affected device's access to the DCC without liability, unless and until the Customer has reduced the data traffic or upgraded to a suitable subscription plan.

4 DCC hosted in Customer Azure tenant

- 4.1 In the case of a Customer hosting the DCC in an own Azure tenant, Supplier provides managed services with the following conditions:
 - 4.1.1 The Customer is solely responsible for opening the necessary ingoing and outgoing ports in the firewalls in order for the DCC to function as specified.
 - 4.1.2 The Customer is solely responsible for providing and maintaining SAS tokens with the appropriate rights for Supplier to service the DCC.
 - 4.1.3 The Customer is solely responsible for operating a mail server through which the DCC can send e-mails in order for the DCC to function as specified.
 - 4.1.4 The Customer is solely responsible for providing and maintaining the necessary DNS records for the DCC to operate.

5 Pricing

- 5.1 Pricing for DCC is defined as per the Order confirmation.
- 5.2 Payment terms net 30 days from date of invoice, unless otherwise agreed.
- 5.3 The Supplier reserves the right to update/modify major/significant terms and conditions as well as pricing by giving the Customer 6 months' notice. Minor changes can be made upon notification to the Customer.
- 5.4 Consultancy assistance and training from the Supplier in connection with purchase, installation and start-up must be acquired separately and is NOT comprised by this Agreement.
- 5.5 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 $(107,8 - 105,8) / 105,8 = 0,015 = 1,5 \text{ pct.}$

6 Distributor Sales

- 6.1 If the Customer acquires access to the DCC via a Distributor authorized by the Supplier, the contractual relationship regarding pricing, invoicing, and payment exists solely between the Customer and the Distributor. In such cases, any rights or remedies related to payment, termination for non-payment, or other commercial terms are enforceable between the Customer and the Distributor.
- 6.2 Notwithstanding the foregoing, the Customer acknowledges and agrees that the Supplier may suspend or terminate the Customer's access to the DCC if the Distributor, through which the Customer has obtained access, fails to fulfil its payment obligations towards the Supplier, even if the Customer has fulfilled its obligations towards the Distributor. The

Supplier will, where reasonably possible, notify the Customer prior to such suspension or termination.

- 6.3 In the event of suspension or termination due to the Distributor's non-payment, the Customer's recourse shall solely be against the Distributor. The Supplier shall bear no liability for any loss or damage incurred by the Customer as a result thereof.
- 6.4 If the Supplier and Customer enter into a direct agreement for continued use of the DCC, such agreement will replace the Distributor arrangement going forward.

7 Support

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

8 Rights

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

9 GDPR Data Processing

- 9.1 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.
- 9.2 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.

10 Warranty and indemnification

- 10.1 The DCC is provided "as is". The Customer/User must decide whether the DCC is fit for the 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.
- 10.2 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.

- 10.3 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.
- 10.4 Third-Party Warranties: Warranties for third-party hardware delivered by the Supplier are in accordance with those provided by the respective third-party suppliers. The Supplier will assist the Customer with warranty claims related to third-party hardware. In addition to any manufacturer warranty, the Customer may have rights under the EU's legal guarantee, which provides a 2-year minimum warranty for faulty goods, including third-party hardware.
- 10.5 The warranty period, where applicable, starts from the date of the Supplier's invoice. For Customers who have acquired access or products via a Distributor, the warranty period shall be calculated from the date of the Distributor's invoice to the Customer, provided that the Customer can present proof of the corresponding Supplier invoice issued to the Distributor. If such proof cannot be provided, the warranty period shall be calculated from the date of the Supplier's invoice to the Distributor.
- 10.6 Software Conformity: The Supplier warrants that DCC will conform to the specifications and functionality described for the product. The Supplier will provide updates and support to maintain this conformity throughout the contract duration.
- 10.7 Data Protection: Where the Supplier processes personal data on behalf of the Customer in connection with the provision of the DCC, such processing shall be governed by a separate Data Processing Agreement (DPA) in compliance with the General Data Protection Regulation (EU) 2016/679 ("GDPR"). The Supplier will make a standard DPA available to the Customer upon request. The Customer remains the data controller and is responsible for ensuring that the processing of personal data complies with applicable data protection laws. The Supplier acts solely as a data processor and will process personal data only in accordance with the Customer's documented instructions, the DPA, and applicable law.

11 Liability and waiver

- 11.1 The User/Customer accepts that functionality and/or the user interfaces of the DCC may be amended in connection with system updates.
 - 11.1.1 In case of major amendments, the 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.
- 11.2 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 the Supplier or a selfhosted or on-premises DCC installation.
- 11.3 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.

- 11.4 It is the User/Customer's sole responsibility that the User's Industrial Equipment is adequately enabled for Data Collection and at all times is well maintained.
- 11.5 The Supplier shall not be liable for any inability to access DCC caused by:
 - 11.5.1 Problems with the User's Internet access/ability to connect to the DCC or internal IT-systems regardless of the reason;
 - 11.5.2 Problems with the User's Industrial Equipment, regardless of the reason;
 - 11.5.3 General telecommunication problems, i.e. cable breakdown, heavy traffic etc.;
 - 11.5.4 Unknown errors in hardware operating equipment supplied by the Supplier;
 - 11.5.5 Updates and other required maintenance of DCC;
 - 11.5.6 Other or extraordinary circumstances which are beyond the control of the 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.
- 11.6 The Supplier's liability for any and all claims arising out of this agreement is limited to DKK 50.000.
- 11.7 TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER THE 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.

12 Duty of confidentiality

- 12.1 The Supplier, its employees, sub-suppliers, authorized Distributors, and advisors must observe strict confidentiality as regards any information about the Customer's and/or User's business affairs and other confidential information coming into their possession in connection with the set-up, operation, and performance of this Agreement. Likewise, the Customer and its employees, sub-suppliers, and advisors must observe strict confidentiality with respect to any confidential information concerning the Supplier, its services, and business affairs that they may obtain in connection with the Agreement.
- 12.2 The duty of confidentiality applies during the term of the Agreement and shall survive its termination.
- 12.3 The duty of confidentiality shall not apply to information that (i) is or becomes publicly available without breach of this Agreement, (ii) is already in the receiving party's lawful possession prior to disclosure, (iii) is lawfully disclosed by a third party without restriction, or (iv) must be disclosed pursuant to mandatory law, court order, or order from a competent authority, provided that the receiving party gives prior notice to the disclosing party where legally permissible..

13 Termination and cancellation

- 13.1 The Customer may terminate this Agreement by written notice to the Supplier in accordance with the terms of this Section 13.
- 13.2 The Supplier may suspend or terminate the Agreement with immediate effect if the Customer or, in case of Distributor sales, the Distributor fails to pay any due amounts, or if the Customer/User otherwise materially breaches this Agreement.
- 13.3 The Supplier may further terminate this Agreement immediately if:
 - 13.3.1 a force majeure event continues for more than thirty (30) days;
 - 13.3.2 a change in laws/regulation or lawful order of a regulator requires termination;
 - 13.3.3 the bankruptcy of the Customer has been applied for or has been declared;
 - 13.3.4 the Customer is liquidated or discontinued; or
 - 13.3.5 the Customer is in violation of any applicable laws or regulations.
- 13.4 Upon suspension and/or termination of this Agreement, all invoiced sums will become immediately due and payable.
- 13.5 Upon termination due to the above grounds, the Customer is immediately due all sums that would have been due during the term of this Agreement. Prepaid amounts are non-refundable unless otherwise expressly agreed in writing.
- 13.6 Following termination, the Customer's access to the DCC will be blocked, and data will be retained for a period of three (3) months. After this period, the Supplier may delete all data without liability.
- 13.7 **Agreement duration and license expiry:** This Agreement shall remain in force for as long as the Customer maintains one or more valid paid licenses on the DCC platform. Once all paid licenses have expired and no renewal or new license purchase has been made, the Agreement shall remain effective for a grace period of three (3) months, during which the Customer retains access solely for the purpose of retrieving data in accordance with this Agreement. After expiry of this grace period, the Supplier may terminate the Customer's and Users' access to the DCC without further notice, and all associated data may be deleted in accordance with the Supplier's data deletion policies.

The Customer may at any time terminate this Agreement in accordance with Section 13, even if one or more valid licenses remain. In such case, the termination shall have the effect that any unused license period will lapse at the effective termination date, and the Customer shall not be entitled to any refund of prepaid amounts, unless otherwise expressly agreed in writing.

14 Assignment of this Agreement

- 14.1 The 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, the Supplier may use sub-suppliers to fulfil all, or parts of this Agreement.
- 14.2 The Customer may assign the right of use to a third party in connection with a possible merger.

15 Governing law and disputes

- 15.1 This Agreement between the parties shall be governed by Danish law.
- 15.2 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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