

Samotics General terms and conditions

Version 3.1 | September 2025

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms, in addition to the terms defined elsewhere in the General Terms, the following defined shall have the following meanings:

Agreement: a duly accepted and executed proposal between Samotics and Customer regarding Customer's order of Service(s) from Samotics;

Asset(s): Customer's specific assets, such as induction motors and rotating equipment, that will be monitored by means of the Solution, as further specified in the Agreement;

Asset Data: any and all data related to the Assets, such as health, performance, condition, energy metrics, electrical patterns (voltage and current), signatures derived therefrom, and the associated Asset type (such as nameplate information), as well as any measurement data, that is generated by means of the Solution. Asset Data does not concern personal data;

Condition Monitoring Services: the measurement, analysis and communication performed by Samotics to provide Customer with actionable insights into the health, performance, condition and energy metrics of the Assets, on the basis of the Asset Data collected from the Assets by means of the Solution, as further specified in the Agreement;

Connectivity Services: third party telecommunications services (4G or 5G) provided by a reputable communication services provider through pre-installed global roaming sim-cards, if so specified in the Agreement;

Customer: the entity with which Samotics has concluded the Agreement;

Customer's Network: the network used to transfer Asset Data to and from the Solution, consisting of Customer's internal and/or external digital communications network and/or Connectivity Services as provided through Samotics as further specified in the

Agreement;

Dashboard: the cloud-based graphical user interface with which Customer can access the information about the Assets on the basis of the Asset Data as generated by means of the Solution, which may be updated and/or amended from time to time by Samotics;

Effective Date: the date that the Agreement is duly executed by Samotics and Customer or the date of the purchase that has been confirmed by Samotics respectively;

Extended Term: the new term of the Agreement if the Agreement is renewed after the then-present Term has ended;

Fees: the fees to be paid by Customer to Samotics for the Services, the Samotics Hardware and ancillary costs such as shipping, as further specified in the Agreement;

General Terms: these general terms and conditions of Samotics;

Initial Term: the Initial Service period as specified in the Agreement, or if no such date is specified in the Agreement or has been agreed in writing before entering into the Agreement, the Effective Date.

IP Rights: any patent, copyright, design rights, trademark right, sui generis rights in databases, whether registered or not, as well as any application to register any of the aforementioned rights, trade secrets or rights therein, know-how and any other intellectual or industrial right of whatever nature in any part of the world, including but not limited to applications related to or claims to such rights or licenses, whether or not implicitly granted;

Onboarding Services: the services to support the Customer in acquiring the relevant Asset Data that is needed for selecting correct Samotics Hardware, providing support in installation of the Samotics Hardware on the Assets, support in establishing the cloud-connection with the Solution, setting-up the Customer Dashboard and accounts, training, Customer personnel in the use of the Solution and Dashboard and such other service as may

be specified in the Agreement, however, in all instances excluding the actual installation of the Samotics Hardware on the Assets;

Parties: Samotics and Customer jointly;

Platform Services: the services to enable the hosting of the Solution for a Customer, consisting shared infrastructure, secure cloud hosting, cybersecurity protection, regular software updates and continuous platform improvements provided by Samotics;

Requirements: the functional requirements or dependencies with regard to the Solution, the Assets and/or the Asset Data, which Customer must meet and which are necessary for Samotics to provide the Services, which may be amended from time to time and as further specified in the Agreement;

SAM4: a smart asset monitoring SaaS (software as a service) system, as may be updated and/or amended from time to time, including underlying technology, which, as part of the Solution, generates Asset Data with respect to the Assets, as further described in the Agreement;

Samotics: Samotics BV, a private limited liability company, under the laws of the Netherlands, located in Leiden and registered with the Dutch Chamber of Commerce under number 64305635, or any of its subsidiaries or group companies as specified in the Agreement;

Samotics Hardware: the hardware provided by Samotics as part of the Solution, which will be installed at Customer's premises and is necessary for Samotics to provide Condition Monitoring Services;

Service(s): the services provided by Samotics to the Customer consisting of Condition Monitoring Services, Platform Services, Connectivity Services, Onboarding Services and/or such other services, as further specified in the Agreement;

Solution: SAM4, the Hardware and the Dashboard; the definition includes but is not limited to all programs, database structures,

documentation, models, computer codes, variations, memory maps, algorithms, plans, charts, graphs and other materials owned by or licensed to Samotics, as further described in the Agreement;

Term: the Initial Term or Extended Term, as applicable.

2. APPLICABILITY

2.1 These General Terms are applicable to all Agreements, commercial quotes, proposals, offers and other legal acts relating to Customer's order of the Services from Samotics, whether or not by electronic means;

2.2 The applicability of Customer's general and/or other terms and conditions is hereby expressly rejected, unless otherwise agreed in writing. If in the latter case a conflict occurs between the present General Terms and those applied by Customer, then the present General Terms shall prevail.

2.3 Any amendment of these General Terms will apply as of the first Effective Date following the then present Term.

3. PROPOSAL, PRICES AND PAYMENT

3.1 Samotics is not bound in any way by any proposal, specification or quotation until an Agreement is concluded. All amounts and fees stated or referred to in the Agreement are exclusive of value-added tax (VAT), sales taxes and/or other taxes and duties to be levied in accordance with local requirements.

3.2 Fees relating to Onboarding Services, Samotics Hardware purchases and shipping are one off-costs. Fees relating to Condition Monitoring Services, Connectivity Services, Hardware-as-a-Service, and Platform Services are annually recurring Fees. For other costs or services, if applicable, the payment frequency will be specified in the Agreement.

3.3 If (i) the Initial Term of the Agreement is for 1 (one) year or (ii) the Initial Term of the Agreement is for multiple years and a 'multi-year prepaid discount' is included in the

Agreement, all Fees relating to the Initial Term, shall be invoiced at the Effective Date.

3.4 Subject to clause 3.5, if the Initial Term of the Agreement is for multiple years and a 'multi-year discount' is included in the Agreement (other than a multi-year prepaid discount), then:

- a) all one-off Fees and all recurring Fees relating to the first year of the Initial Term, shall be invoiced at the Effective Date; and
- b) recurring Fees relating to any subsequent year, shall be invoiced 1 (one) month prior to the start of that subsequent contract year.

3.5 In order to benefit from the multi-year discount, the Customer may choose between the following options:

- a) advance purchase Orders: Customer issues one purchase order or all purchase orders in advance for the whole Term. In this case, the applicable discount is applied proportionally to each year; or
- b) annual purchase Orders: The Customer issues one purchase order per contract year, no later than one month before the start of subsequent contract year. In this case, the total multi-year discount will be only deducted from the final year's purchase order.

3.6 Fees relating to Platform Services and Condition Monitoring Services may be subject to a tiered pricing schedule as specified in the Agreement. The pricing tier shall be specified in the Agreement and shall be based on the aggregate number of Customer's Assets for which there is an active Condition Monitoring Services subscription in place.

The pricing tier that shall be applied for the Extended Term, shall be based on (i) the then current tiered pricing scheme of Samotics and (ii) the aggregate number of Customer's Assets for which there is an active Condition Monitoring Services subscription in place, two months prior to the expiration of the then current Term.

3.7 Samotics shall invoice and Customer shall pay the relevant costs, charges and Fees

in accordance with the Agreement and the following:

- a) Samotics will submit to Customer an invoice, in each case specifying the Fees and expenses and any additional charges as applicable;
- b) the Customer's specific invoice details, where applicable, shall be stated in the Agreement;
- c) payment is due within 30 (thirty) days after invoice is submitted by Samotics.

3.8 Samotics is entitled to limit or block access to the Solution and to suspend its Services if a Fee is not paid in time.

4. HARDWARE

4.1 To use the Solution, Customer can purchase the Samotics Hardware or enroll in the Samotics Hardware-as-a-Service program, as shall be specified in the Agreement.

4.2 If Customer purchases Samotics Hardware, the following terms apply:

- a) Unless specifically agreed otherwise in writing, a warrant period of 1 (one) year from the delivery of the Samotics Hardware applies to purchased (and properly installed) Samotics Hardware. During this period, Samotics will repair or provide replacement hardware for defective Samotics Hardware and sensors free of charge in case of manufacturing defects and normal wear, provided that the Samotics Hardware has not been tampered with, normally within 10 (ten) working days after an issue has been reported. In other instances, for example in case of improper or negligent use, Samotics may charge Customer for all reasonable repair or replacement costs. At the request of Samotics, Customer will return the defective Samotics Hardware to Samotics;
- b) After termination or expiration of the Agreement, Customer is authorised to continue using the Samotics Hardware that it has bought pursuant to the Agreement for a purpose other than the Solution, provided that it does not infringe any of Samotics IP rights.

4.3 If Customer participates in the

Samotics Hardware-as-a-Service program, the Samotics HaaS Terms and Conditions shall apply in addition to the General Terms. A copy of the Samotics HaaS Terms and Conditions can be found at samotics.com/HaaS-terms.

4.4 Samotics Hardware shall be supplied by Samotics in accordance with the specification and timetable to be agreed with Customer. Customer will inform Samotics of any critical timelines. Samotics Hardware shall be Delivered at Place (DAP – Incoterms 2020) at the location mentioned in the Agreement.

4.5 Samotics shall be responsible for any damage, shortage or loss in transit of Samotics Hardware, provided that the Customer notifies Samotics (or its carrier, if applicable) within five days of delivery. Remedies under this clause 4.5 will be limited to, at the full discretion of Samotics, provision or replacement hardware or the repair of any Samotics Hardware which is proven to have been lost or damaged in transit.

4.6 Customer is not allowed to make any modifications to the Samotics Hardware (including any software installed on the Samotics Hardware). Samotics cannot be held liable for any damage resulting from such modifications and may charge Customer for all reasonable costs incurred to repair or replace the modified Samotics Hardware.

4.7 Samotics Hardware contains embedded software. The intellectual property and other rights to this software remain with Samotics or its suppliers. Samotics grants Customer a limited license for the use of the embedded software only in conjunction with the Samotics Hardware.

4.8 Customer shall immediately notify Samotics when Customer becomes aware of any technical problems or other difficulties with regard to the Hardware.

5. INSTALLATION & CONFIGURATION

5.1 Samotics will perform the configuration prior to delivery of the Samotics

Hardware to Customer for installation purposes. Samotics will provide Customer with clear instructions on how to install the Samotics Hardware. A detailed installation manual will be provided by Samotics.

5.2 Site surveys and the physical installation of the Hardware including connection to the Assets and/or Customer's Network are the sole responsibility of Customer and/or any third parties engaged by Customer.

5.3 As part of the Onboarding Services, Samotics will provide remote - or, if so specified in the Agreement, on-site installation support.

If on-site installation support is specified in the Agreement, Samotics will make available a specialist to support the Customer and/or third parties engaged for the installation at the locations and time as agreed in the installation plan relating to the Samotics Hardware. Samotics may charge Customer for any reasonable costs (including travel costs) if the installation of the Samotics Hardware can not take place at the agreed time for reasons beyond the control of Samotics.

In respect of the specialist that Samotics will make available for on-site installation support, Customer will comply with all applicable health and safety regulation and provide appropriate briefings, instruction and supervision.

5.4 After the installation of the Hardware by Customer, Samotics will be responsible for testing the Hardware to determine if the Solution is ready for operational use.

6. SERVICE AND SUPPORT

6.1 Samotics will use reasonable efforts in providing the Services, subject to the Agreement, to Customer.

6.2 Samotics will use reasonable efforts to ensure that the Dashboard will be online 24/7, with at least 99.9% availability.

The following will not be considered as downtime:

- a) planned downtime for maintenance and updates;
- b) the unavailability of third-party services engaged by Samotics;
- c) downtime due to Customer's Network and/or a 4G connection; and
- d) repair or replacement of defective Hardware.

6.3 If Customer has any practical or technical questions regarding the Solution, Customer may contact the Samotics helpdesk by telephone during opening hours (Monday to Friday from 09:00 AM to 05:30 PM CE(S)T excluding official Dutch holidays) or by email. In order to provide support ("Support") regarding the Solution, Samotics may need remote access to the Hardware. This may require modifications in Customer's Network and firewall settings if Customer has not purchased Connectivity Services. Customer shall provide all cooperation and assistance necessary to establish and maintain a connection during this Support transaction.

6.4 Samotics will provide Support for errors only, which means when the Service fails to materially comply with the Agreement ("warranty statement"). Samotics' entire liability for an attributable, material breach of the warranty statement in this clause is that Samotics will use its commercially reasonable efforts to attempt to cure such breach, provided that Customer has properly and sufficiently informed Samotics in writing about the breach.

7. CUSTOMER'S OBLIGATIONS

7.1 In order to analyse the Asset Data generated by means of the Solution, a connection between the Hardware and Customer's Network as well as to the network and/or systems of Samotics may be required. Customer shall provide all cooperation and assistance necessary to establish and maintain a connection. This may require modifications to Customer's Network and firewall settings if

Customer has not purchased Connectivity Services.

7.2 Customer understands and agrees that Samotics' performance is dependent on Customer's Network. The Solution relies on the availability of correct Asset Data, obtained by Samotics from all of its previous, current and future customers. Customer recognises that it benefits from the data made available to Samotics by other customers and understands that its contribution of Asset Data to Samotics is a vital condition for using the Solution.

7.3 Customer will fulfill its responsibilities as outlined in these General Terms and/or the Agreement, and will also follow all reasonable instructions and guidelines issued by Samotics in connection with the Solution and/or Support. Customer agrees to take part in customer feedback sessions organized by Samotics.

7.4 Customer is responsible for meeting the Requirements. Customer agrees and understands that, if Customer does not meet the Requirements, this will negatively affect the Solution and that Samotics will not be able to provide the Service properly. Samotics will in no event be liable for any damage, loss or costs, including loss of Asset Data, or any inability to use the Solution as a result of Customer not meeting the Requirements or the 4G connection not functioning.

7.5 Without prejudice to article 7.2, Customer shall grant Samotics (or third parties engaged by it) access to Customer's Network if and insofar this is required for the Solution provided by Samotics.

8. PRIVACY AND DATA

8.1 Samotics and Customer shall each comply with the General Data Protection Regulation ("GDPR").

8.2 Parties acknowledge that, with regard to the GDPR, Parties are each data controllers (and therefore responsible toward third parties and/or data subjects) for their

respective processing activities resulting from the Agreement. Furthermore, Parties acknowledge that the Service itself involves no processing of personal data (as defined in the GDPR).

8.3 For more information regarding our processing of personal data, please refer to Samotics Privacy Policy.

8.4 Samotics shall comply with its applicable obligations under the EU Data Act. For more information on the EU Data Act compliance, please refer to the EU Data Act Information Notice on SAM4, which can be found at samotics.com/eu-data-act-notice.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All IP Rights related to SAM4, the Service, Solution, Dashboard, Samotics Hardware, Requirements and Support as well as any improvements or new products developed by Samotics in or outside the performance of the Agreement and without or without the support of Customer, are and remain exclusively owned by Samotics or its suppliers. Customer acquires limited rights of use only insofar as these are explicitly granted under these General Terms and/or the Agreement.

9.2 Samotics hereby grants Customer a limited, personal, non-transferable, non-exclusive, non-sub-licensable right, upon payment of the Fees, to use the Solution for its internal business purpose only, subject to and in accordance with these General Terms and/or the Agreement.

9.3 Samotics shall be allowed to take technical measures to protect and provide the Solution. Customer shall not be allowed to remove or evade such technical measures and/or restrictions.

9.4 Parties explicitly acknowledge and agree that (i) Customer may not and shall not permit any third party to reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Solution; (ii)

Customer may not and shall not permit any third party to copy, make corrections or otherwise modify or adapt the Solution, nor create derivative works based on the Solution; and (iii) Customer may not sell, license or sublicense, assign, transfer or lease the Solution or the Services.

9.5 Customer will not be permitted to remove or change any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights, including any indications concerning confidentiality and/or secrecy.

9.6 All Asset Data provided to Samotics in the course of performing its Service shall remain the property of Customer. As part of and to enable Samotics to perform its services and to improve the accuracy of its predictions, as well as to develop new products, Samotics collects Asset Data. Samotics acquires a non-exclusive, perpetual, transferable and sublicensable license to store, use, commercialise and modify Asset Data. The license will survive the termination or expiration of the Agreement.

10. CONFIDENTIALITY

10.1 For the purposes of these General Terms and/or the Agreement, Customer agrees to furnish to Samotics certain information which is non-public, confidential and of a proprietary nature ("Confidential Information") and vice versa. Except as otherwise permitted by these General Terms, Samotics and/or Customer shall not disclose to any third party the contents of the Agreement or any Confidential Information provided by or on behalf of Samotics and/or Customer during the Term and for a period of 5 (five) years after its termination or expiration.

10.2 The Parties agree to protect Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, and in no event less than a reasonable degree of care.

11. DURATION AND TERMINATION

11.1 Unless specifically agreed otherwise in the Agreement, the Agreement is entered into as per the Effective Date and shall expire at the end of the Term. After expiration of the Term, the Agreement will automatically be renewed for consecutive periods of 36 (thirty-six) months, unless terminated by either Party with a notice period of 3 (three) months before expiry of the then present Term. The right of either Party to terminate early for convenience is excluded.

11.2 Notwithstanding article 11.1, either Party may immediately terminate the Agreement early and upon giving written notice to the other Party, if:

- a) the other Party breaches the Agreement and does not remedy the breach within 30 (thirty) days; and/or
- b) the other party is or appears likely to be unable to pay its debts or becomes insolvent; and/or
- c) the performance of the Agreement (including the application of any fee arrangements) may breach a legal or regulatory requirement or standard.

12. LIABILITY

12.1 In case of damage caused by Samotics Hardware pursuant to the Agreement, Samotics' liability shall be limited to (i) direct damages and (ii) a maximum of 6 (six) times the purchase price paid for the respective Samotics Hardware. In case of damage caused by or resulting from the Services, Samotics' liability shall be limited to (i) direct damages and (ii) a maximum of 12 (twelve) times the amount of the monthly fee charged by Samotics to Customer for Condition Monitoring Services pursuant to the respective Agreement for carrying out the activities in which lies the cause of the damage. In no event however shall Samotics' total, aggregate and cumulative liability under the Agreement

exceed EUR 2,500,000 (two million five hundred thousand euros).

12.2 Samotics shall not be liable for damage that has been caused by a source arising from (i) the fact that Customer has not fulfilled its obligation to provide information that is necessary to provide the Service or Customer having provided incorrect information; (ii) Customer's Network and/or the 4G connection; (iii) Asset Data; or the fact that Customer has not met the Requirements.

12.3 Each Party's liability under the Agreement is limited to direct losses. Any liability for indirect damages, consequential damages, lost profits, missed savings, unscheduled or unneeded repairs or downtime, or damages as a result of business interruption is explicitly excluded.

12.4 Nothing in the Agreement shall exclude any liability which is the result of willful misconduct or gross negligence.

12.5 Neither Party shall be liable for non-performance directly or indirectly resulting from force majeure, as defined in article 13 of these General Terms.

12.6 Customer shall indemnify Samotics against any and all damages and costs relating to or resulting from third-party claims related to Asset Data, and/or Assets for which Samotics is not liable.

13. FORCE MAJEURE

13.1 Neither Party shall be bound to meet any obligation if prevented from doing so as a consequence of force majeure. The expression "force majeure" shall in any event include, without limitation: disruptions or unavailability of the internet or the telecommunication infrastructure (including Customer's Network), power interruptions, network attacks, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods, and any inability to perform which is caused by third parties engaged by Samotics.

13.2 If an instance of force majeure in

respect of a Party has lasted for more than 60 (sixty) business days, the Party that is not affected by that instance of force majeure shall be entitled to terminate the relevant Agreement in writing. In that case any performance which has already taken place pursuant to the Agreement shall be settled proportionately without either Party being thereafter liable to the other in any other amount.

14 GOVERNING LAW

14.1 These General Terms and all related Agreements are governed by the laws of the Netherlands.

14.2 All disputes arising out of or in connection with any Agreement that cannot be settled amicably shall be submitted exclusively to the competent court in Rotterdam, the Netherlands.



Samotics

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samotics.com/general-terms



samotics.com

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