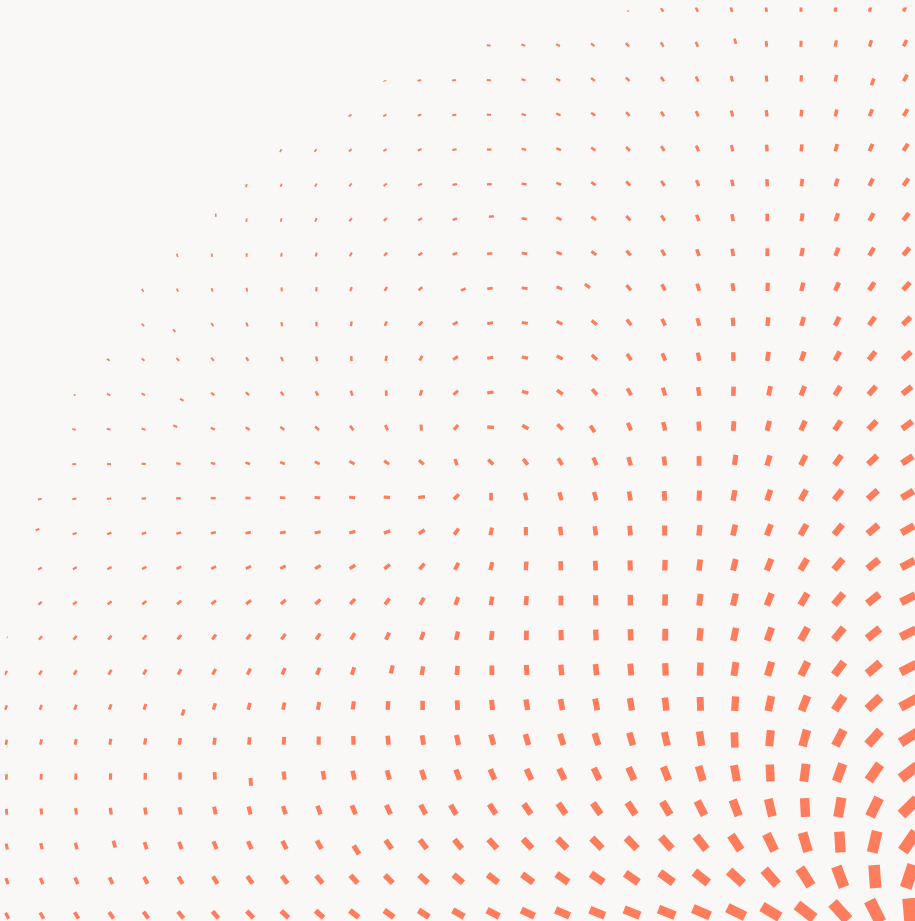


Samotics General terms and conditions

Version 2.6 | October 2022



1 DEFINITIONS AND INTERPRETATION

1.1. In these General Terms, in addition to the terms defined elsewhere in the General Terms, the following defined terms 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;

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 Data collected from the Assets by means of the Solution, as further specified in the Agreement;

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

Customer Hardware: hardware of the Customer and/or third parties providing the hardware to the Customer, that is capable of providing the Data that is necessary for Samotics to provide the Services;

Customer's Network: Customer's internal and/or external digital communications network that is necessary for the transfer of the Data to and from the Solution, 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 Data as generated by means of the Solution, which may be updated and/or amended from time to time by Samotics;

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. Data does not concern personal data;

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

Energy Insight Services: the measurement, analysis and communication performed by Samotics to provide Customer with actionable tooling, analytics and continuous insights into the asset energy consumption, efficiency and performance, and energy savings opportunities on the basis of the Data collected from the Assets by means of the Solution, as further specified in the Agreement;

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

Fees: the fee to be paid by Customer to Samotics for the Services and the Samotics Hardware, as further described in the Agreement;

General Terms: these general terms and conditions of Samotics;

Hardware: Samotics Hardware and/or Customer Hardware, as the case may be;

Initial Term: The initial term during which Samotics will provide the Service(s), as specified in the Agreement, commencing on the Effective Date;

IP Rights: any patent right, copyright, design right, trademark right, sui generis rights in databases, whether registered or not, as well as any application to register any of the aforementioned rights, and trade secrets or rights therein, or 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;

Parties: Samotics and Customer jointly;

Requirements: the functional requirements or dependencies with regard to the Solution, the Assets and/or the Data, which Customer must meet and which are necessary for Samotics to provide the Service, 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 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 and/or Energy Insights Services, as further specified in the Agreement and the further services provided by Samotics in connection therewith, including asset selection services, installation support, onboarding and insights training;

Solution: SAM4, the Hardware and the Dashboard; the definition includes but is not limited to all programs, database structures, documentation, 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 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. Samotics may amend these General Terms. Customer will be notified of any amendments in advance.

3 PROPOSAL, PRICES AND PAYMENT

- 3.1. Samotics is not bound in any way by any proposal, specification or quotation. 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. The Fees shall be invoiced by Samotics to Customer in its entirety on the Effective Date.
- 3.3. The Fees in respect of the Extended Term shall be invoiced by Samotics to Customer in its entirety upon commencement of the relevant Extended Term.
- 3.4. Samotics shall invoice and Customer shall pay the relevant costs, charges and Fees in accordance with the Agreement and the following:

a) for the Service Samotics will submit to Customer an invoice, in each case specifying the Fees and expenses and any additional charges as applicable and agreed between Parties;

b) the Customer's specific invoice details, where applicable, shall be stated in the Agreement;

c) payment is due within 30 (thirty) days after the invoice is submitted by Samotics.

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

4 HARDWARE

- 4.1. To use the Solution, Customer can purchase or rent Samotics Hardware or, in the case of Energy Insights Services, use Customer Hardware. If the Customer opts to use Customer Hardware only, the provisions of this clause 4 shall not apply, unless specifically stated otherwise.
- 4.2. 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.
- 4.3. 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 4.3.

will be limited to, at the full discretion of Samotics, the replacement or repair of any Samotics Hardware which is proven to have been lost or damaged in transit.

- 4.4. Customer is not allowed to make any modifications to the Samotics Hardware (including any software installed on the Samotics Hardware) provided by Samotics. 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.
- 4.5. 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 Samotics Hardware. In the event the embedded software contains third-party software, Customer agrees that the terms and conditions of those third parties may additionally apply directly to Customer. Customer acknowledges and agrees that Samotics is not responsible nor liable for any such third-party services and/or terms and conditions.
- 4.6. Customer shall immediately notify Samotics when Customer becomes aware of any technical problems or other difficulties with regard to the Hardware.
- 4.7. Customer may either purchase Samotics Hardware from Samotics in conjunction with the Solution or rent Samotics Hardware from Samotics as part of the Samotics hardware-as-a-service program.

4.8. If Customer purchases Samotics Hardware, the following terms apply:

a) unless specifically agreed otherwise in writing, a warranty period of 1 (one) year from the delivery of Samotics Hardware applies to purchased (and properly installed) Samotics Hardware. During this period Samotics will repair or replace defective Samotics Hardware and sensors free of charge in case of manufacturing defects and normal wear, provided that 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;

b) after termination or expiration of the Agreement Customer is authorized to continue using Samotics Hardware that it has bought pursuant to the Agreement for a purpose other than the Solution.

4.9. If Customer participates in the Samotics hardware-as-a-service program, the Samotics HaaS Terms and Conditions shall apply in addition to these General Terms. A copy of the Samotics HaaS Terms and Conditions can be found at www.samotics.com/HaaS-terms.

5 INSTALLATION & CONFIGURATION

5.1. Samotics will perform the configuration prior to delivery of Samotics Hardware to Customer for installation purposes. Samotics will provide Customer with clear instructions on how to install 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. Any support by Samotics in respect of site surveys and/or physical installation, requested by Customer in writing, is at Customer's risk and is considered an additional service incurring additional costs. Customer is at all times obliged to follow the instructions as stated in the installation manual and obliged to meet the Requirements.
- 5.3. 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. 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 analyze the 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.

- 7.2. Customer understands and agrees that Samotics' performance is dependent on Customer's Network. The Solution relies on the availability of correct Data, obtained by Samotics from all of its previous, current and future customers. Customer recognizes that it benefits from the Data made available to Samotics by other customers and understands that its contribution of 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 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. Customers that use Customer Hardware to provide the Data to Samotics are solely responsible for the availability, quantity, and quality of the Data provided by the Customer Hardware. Samotics will in no event be liable for any damage,

loss or costs, including loss of Data, or any inability to use the Solution or the Services that is the result of insufficient Data provided by the Customer Hardware.

- 7.6. 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

- 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, within the context of the Service, no personal data (as defined in the GDPR) will be processed.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1. All IP Rights related to SAM4, the Service, Solution, Dashboard, Samotics Hardware, Requirements and Support 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 Service.
- 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 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, Samotics collects Data. Samotics acquires a non-exclusive, perpetual, transferable and sublicensable license to store, use, commercialize and modify 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.

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.

11.3. Upon the date on which termination or expiration of the Agreement becomes effective:

a) Customer will cease any and all use of the Solution;

b) Customer will cease any and all use of Samotics' IP Rights, including Samotics' brands;

c) there will be no refund of paid Fees. Amounts invoiced by Samotics prior to termination or expiration for use of the Solution already performed will remain payable in full and will become due and payable at the time of the termination or expiration.

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 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) Data; (iv) Customer Hardware; or (v) 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 Data, Customer Hardware 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.

CONTACT

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samotics.com/general-terms



samotics.com

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