SENSEVEN

GENERAL TERMS AND CONDITIONS

1. Scope of application

1.1. These General Terms and Conditions ("**GTC**") apply to all offers, deliveries, Hardware sales, Hardware rentals and all other business-to-business services provided by Senseven GmbH, Montleartstraße 1b/7/14, 1140 Vienna, Austria ("**Senseven**"), to business customers ("**Customer**").

1.2. The use of the Software (the mobile application installed on the smartphone (the “Senseven App”) and the cloud-hosted platform for data storage, processing, and reporting (the “Senseven Backoffice”) is governed **exclusively by the Senseven End User License Agreement ("EULA").**

1.3. With regard to all matters relating to Software use, Software licensing, data processing, intellectual property rights in the Software and Software-related liability, the EULA shall prevail over these GTC. Use of the Software is permitted exclusively after the end user has actively accepted the EULA within the system.

1.4. Any deviating or conflicting terms and conditions of the Customer shall not apply unless Senseven has expressly agreed to their applicability in writing.

1.5. **"Software"**: The mobile application installed on the smartphone (the "Senseven App") and the cloud-hosted platform for data storage, processing, and reporting (the "Senseven Platform"). The Software is licensed exclusively by Senseven to the Customer or End User under the applicable EULA.

2. Products and services

2.1. Senseven provides the mobile inspection system **VALVE SENSE**, consisting of:

- the physical devices and related components, including sensors, measuring electronics, mobile devices, cables and related accessories ("Hardware"),
- the mobile application installed on the smartphone (the “Senseven App”) and the cloud-hosted platform for data storage, processing, and reporting (the “Senseven Backoffice”) (together, the “Software”),
- supplementary services (support, training etc.).

2.2. Hardware is sold or rented in accordance with the respective offer. Software is not sold but licensed exclusively in accordance with the EULA.

3. Offers and conclusion of contract

3.1. All offers issued by Senseven are non-binding unless expressly designated as binding. A contract is concluded either by written order confirmation or by delivery of the Hardware. Any amendments or modifications to the contract must be **agreed by both parties and confirmed** in writing.

4. Delivery, transfer of risk, force majeure

4.1. Delivery dates are non-binding unless expressly agreed in writing. In principle, the delivery period agreed in the offer, order confirmation or other contractual documents shall apply and shall commence upon conclusion of the contract, unless otherwise agreed in writing. If no delivery period has been agreed, delivery shall take place within a reasonable time. Where periods are specified in "days", they shall be deemed to mean business days unless otherwise indicated. If Senseven is delayed for reasons not attributable to Senseven, the delivery period shall be extended accordingly. If the Customer is in default of acceptance, the risk shall pass to the Customer at the latest at that time. Senseven shall not be liable for any direct damages, indirect damages, consequential damages or loss of profit resulting from delivery delays not caused by Senseven.

4.2. In the case of shipment contracts, the risk shall pass to the Customer upon handover to the carrier in accordance with Section 429 of the Austrian Commercial Code (Unternehmensgesetzbuch).
4.3. Partial deliveries are permitted.
4.4. If Senseven is unable to fulfill its contractual obligations or is unable to do so properly due to force majeure events occurring after contract conclusion, including but not limited to war, terrorism, natural disasters, fire, strikes, embargoes, governmental measures, power outages, failure of transportation systems or telecommunications or data line disruptions, this shall not constitute a breach of contract. Performance and delivery deadlines shall be extended for the duration of such force majeure events.

5. Prices and payment terms

5.1. All prices are stated net of statutory value-added tax and any applicable customs duties or levies.
5.2. Unless otherwise agreed, invoices are payable within fourteen (14) days from the invoice date without deductions.
5.3. In the event of late payment, default interest shall be charged in accordance with Section 456 of the Austrian Commercial Code. If payment remains outstanding for more than fourteen (14) days after the invoice due date, Senseven shall notify the Customer in writing. If the Customer fails to remit payment within five (5) business days of such notification, Senseven is entitled to suspend access to the Software until full payment has been received.
5.4. The Hardware shall remain the property of Senseven until full payment has been made (retention of title).
5.5. Senseven is entitled to suspend deliveries if there are justified concerns regarding the Customer’s creditworthiness.

6. Warranty for Hardware

6.1. The Hardware is manufactured by third-party manufacturers. The statutory warranty against material and manufacturing defects applies in accordance with §§ 922 ff. ABGB (Austria) and, where applicable, EU Directive 2019/771. The statutory warranty period is twenty-four (24) months from the date of delivery to the Customer for electronic devices (ValveSense unit, sensor and measuring electronics) and six (6) months for accessories and wear parts (e.g. battery, charging cable, charger). Repairs or replacements carried out under warranty do not extend or restart the warranty period.
6.2. The Customer is obligated to inspect the goods immediately upon delivery and to notify Senseven of any defects without undue delay in accordance with Sections 377 and 381 of the Austrian Commercial Code.
6.3. No warranty shall apply in cases of normal wear and tear, improper use or handling, modifications or opening of the device without prior written consent of Senseven, use outside the intended operating environment, or damage caused by improper storage in deviation from the manufacturer's safety and storage instructions.Senseven acts as the single point of contact for all warranty matters concerning the VALVE SENSE System. The Customer shall direct all warranty claims to Senseven. Senseven will perform an initial assessment and, where the defect falls within the scope of the manufacturer warranty, coordinate the claim with the manufacturer on behalf of the Customer.
6.4. Senseven acts as the single point of contact for all warranty matters concerning the VALVE SENSE System. The Customer shall direct all warranty claims to Senseven. Senseven will perform an initial assessment and, where the defect falls within the scope of the manufacturer warranty, coordinate the claim with the manufacturer on behalf of the Customer.
6.5. The Hardware components are manufactured by i.safe MOBILE GmbH. In accordance with this Section, the manufacturer's warranty is passed through to the Customer. The applicable manufacturer warranty conditions and general terms and conditions are available at https://www.isafe-mobile.com/en/general-terms-conditions and apply directly between the Customer and the manufacturer.

6.6. Senseven's obligation under this Section is limited to coordination and facilitation of manufacturer warranty claims. Senseven does not provide an independent warranty for the Hardware beyond the statutory warranty and the manufacturer's warranty terms.

7. Software licensing and functional scope

7.1. The Software is not sold but licensed exclusively in accordance with the EULA.
7.2. Use of the Software is only permitted if the respective end user has actively accepted the EULA within the system.
7.3. The Customer acknowledges that the EULA forms an integral part of the contractual relationship between Senseven and the Customer. The Customer shall ensure that all end users comply with the EULA and actively accept it prior to using the Software. Any violations of the EULA by end users shall be attributed to the Customer.
7.4. Senseven may, at its sole discretion, implement functional changes, updates or improvements to the Software at any time.
7.5. Continuous or uninterrupted availability of the Software is not guaranteed.
7.6. The Software is intended exclusively for use in connection with Senseven Hardware. Without the corresponding Hardware, the Software is only partially functional; use without Hardware does not constitute intended use.
7.7. The Customer acknowledges that malfunctions, interruptions or inaccurate results may occur during operation. Senseven has implemented control mechanisms to identify potential malfunctions or misuse of the Software and to inform the Customer accordingly. To ensure the most reliable results possible, the Customer is advised to perform a system check prior to each inspection and to follow the instructions provided during training sessions and in the user manual.

8. Support and additional services

8.1. Senseven provides a WhatsApp support channel via its website *www.senseven.ai* and the email address *support@senseven.ai*. Support is available on business days (Monday through Friday, excluding public holidays in Austria) between 9:00 a.m. and 5:00 p.m. CET (Central European Time).
8.2. Training, onboarding and configuration services are included only if expressly stated in the offer.

9. Liability

9.1. VALVE SENSE has been tested and optimized in numerous inspections to ensure reliable and accurate results. Nevertheless, unforeseeable or unknown process conditions may, in rare cases, lead to incorrect results. In particular, extremely small leaks may not generate detectable acoustic signals and may therefore be difficult or impossible to detect using VALVE SENSE. Certain process-related or physical limitations may impair the accuracy of the results obtained with VALVE SENSE. Senseven employs reasonable and economically appropriate measures as well as high technical and organizational standards to ensure reliable and stable operation of the Software as well as data security, data integrity and system reliability. However, as with any cloud-based system, risks beyond Senseven’s control exist, including data loss, data theft, server failures or communication interruptions. To the extent permitted by law, Senseven assumes no liability for the Software, Software errors, measurement results, data processing or data loss.
9.2. To the extent permitted by law, the following shall additionally apply:
- Senseven shall be liable exclusively for damages caused by willful misconduct or gross negligence. Liability for slight negligence is excluded, except in cases of personal injury.
- Senseven shall not be liable for indirect or consequential damages, loss of profit, production downtime or third-party claims.
- Any decisions made by the Customer based on the evaluations are made solely at the Customer’s own responsibility.
- Senseven is responsible for providing the technical mechanism through which End Users accept the EULA within the Software. However, Senseven shall not be liable for the

failure of any End User to complete the acceptance process or for any consequences arising from an End User's refusal to accept the EULA.
- Mandatory statutory liability provisions, in particular under the Austrian Product Liability Act (Produkthaftungsgesetz), shall remain unaffected.

10. Confidentiality

10.1. Both parties undertake to keep all confidential information strictly confidential during the term of the contract and for a period of five (5) years thereafter.
10.2. Confidential information includes in particular:
- all information expressly marked as "confidential" or similar;
- all information whose confidentiality is apparent from its nature or the circumstances of disclosure; and
- all business, operational, financial, customer, product, Software and technical information, regardless of the form of disclosure.

10.3. Confidential information shall not be disclosed to third parties or otherwise used without the prior written consent of the other party, unless disclosure is required for the performance of the contract or by law.
10.4. Information shall not be deemed confidential if it:
- was publicly known at the time of disclosure,
- becomes publicly known without breach of this agreement,
- was lawfully known to the receiving party prior to disclosure, or
- was independently developed by the receiving party without use of confidential information.

11. Data protection

11.1. Senseven processes personal data in accordance with the General Data Protection Regulation (GDPR) and the current Senseven privacy policy [https://www.senseven.ai/data-privacy].
11.2. The Customer is responsible for ensuring the lawfulness of any data entered or provided by the Customer.

12. Data access

12.1. Data generated through the use of the Software (“Data”) may be stored either locally on the device running the Software or on a cloud platform operated by Senseven, depending on the system configuration and the services used by the Customer.
12.2. The Customer retains ownership of all Data and all related rights. Senseven acquires no ownership or usage rights beyond what is strictly necessary for the operation of the Software and the performance of contractual services.
12.3. If Data is stored on a Senseven-operated cloud platform, Senseven may technically access such Data to the extent necessary for operation, maintenance, security, error analysis and support of the Software.
12.4. Senseven shall not use the Data for its own commercial purposes.

13. Contract term and termination

13.1. Software licenses and ongoing services shall apply for the contractually defined minimum term and shall automatically renew for successive additional one-year periods unless terminated with three (3) months’ notice.
13.2. Upon termination of the contract, access to the Software shall end and any rented Hardware must be returned to Senseven. The Customer shall bear the costs of return shipment, in compliance with Senseven’s return instructions.

14. Export control and compliance

14.1. Each party undertakes to comply with all applicable export control, customs and sanctions regulations.

15. Final provisions

15.1. Austrian law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes shall be Vienna, Austria. For Customers based in the United States or Canada, Senseven acknowledges all applicable legal requirements in those jurisdictions. This clause does not create any submission to U.S. or Canadian jurisdiction and does not waive the exclusive application of Austrian law. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that most closely reflects the economic intent of the invalid provision.