

## GENERAL TERMS AND CONDITIONS

### 1. General Provisions

- 1.1 These General Terms and Conditions ("**GTC**") govern the contractual framework conditions between Senseven GmbH Montleartstrasse 1b/7/14, 1140 Vienna, Austria ("**SENSEVEN**"), and a contractual partner of SENSEVEN ("**Customer**") in connection with all offers, contracts, deliveries and other services with and of SENSEVEN.
- 1.2 The Customer recognizes the respective valid version of SENSEVEN's GTC as an integral part of all existing and/or future contractual arrangements between the Customer and SENSEVEN. They shall also apply irrespective of whether they are or are not expressly referred to.
- 1.3 Any deviations and/or supplements to these GTC require the express written approval of SENSEVEN for their validity. Any General Terms and Conditions of the Customer are herewith expressly objected to and their application to the contractual relationship between SENSEVEN and the Customer is excluded.

### 2. Products and Services of SENSEVEN

- 2.1 SENSEVEN delivers to the Customer its mobile inspection system "VALVE SENSE" which serves for leak detection. The system consists of (a) the inspection equipment, (b) the SENSEVEN App and (c) the Senseven back office. The inspection equipment consists of one smartphone, two acoustic emission sensors and one single-channel acoustic emission system called Seven one. The inspection equipment is delivered in a hard product shell case. The SENSEVEN App is pre-installed on the smartphone, guides user through the inspection process and automatically detects leaks. All inspections are transferred and stored in the Senseven Backoffice (a cloud platform) that enables simple editing of data, automatic reporting as well as trend analysis.
- 2.2 The Customer shall use VALVE SENSE only for the term of the agreement with SENSEVEN. The Customer indemnifies SENSEVEN for any and all costs, damages, liabilities or other disadvantages (including legal fees) arising due to the Customer's violation of this provision.
- 2.3 VALVE SENSE shall be delivered to the Customer as a package consisting of all described components. The Customer acknowledges, however, that any and all hardware delivered was purchased by SENSEVEN from third party-suppliers. The Customer shall use such hardware only for purposes of using VALVE SENSE and is not entitled to adapt or change the hardware in any way. It is to be agreed by the Customer and SENSEVEN whether the Customer buys or rents for a separate fee the hardware from SENSEVEN. SENSEVEN assumes no warranty, liability or responsibility whatsoever for the hardware. Claims arising

from the hardware or the malfunctioning of the same can only be asserted against the manufacturer, whereas SENSEVEN agrees to support the Customer in this regard.

### **3. Software and License**

3.1 With the SENSEVEN inspection app, SENSEVEN developed a measurement software for experts ("**Software**"). SENSEVEN grants the Customer for the term of their agreement regarding the use of VALVE SENSE the non-exclusive and non-transferable right to use the Software along with the hardware provided by SENSEVEN for its own business purposes for leak detection on valves ("**License**"). The License includes access to the SENSEVEN backoffice solution with access to all measurements from any smartphone, tablet or computer system for storing, reporting and analysis purposes. The usage by third parties (including affiliates) and any sub-licensing or further licensing is not allowed unless expressly agreed otherwise. All intellectual property rights associated with or arising from the Software, such as ownership, copyright, patent, trademark or further usage rights, belong to SENSEVEN.

3.2 SENSEVEN is entitled to expand the range of functions of the Software at any time in its own discretion, whereby such an expansion does not lead to a claim in this regard or to additional costs for the Customer. SENSEVEN is free to offer additional functionalities of the Software for a fee, for example as additional packages.

3.3 The Software is copyrighted to SENSEVEN and may not be copied, modified or used in any other way than expressly permitted in this agreement without SENSEVEN's consent. The Customer shall especially not, directly or indirectly,

- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant for the VALVE SENSE solution;
- (b) modify, translate, or create derivative works based on the VALVE SENSE solution, or
- (c) remove any proprietary notices or labels,

except to the extent expressly permitted by SENSEVEN. Any Software change requests must be submitted to SENSEVEN to be adapted exclusively by SENSEVEN. SENSEVEN reserves the right to reject adaptations or changes requested by the customer without giving reasons.

3.4 The Customer acknowledges that SENSEVEN in parts uses third party-software and that SENSEVEN does not give any warranty or assume any liability for such third-party software beside that SENSEVEN is entitled to grant the Customer the License.

3.5 The Customer creates data (i) by entering data into the Software or (ii) by running the Software, whereby data is generated automatically ("**Data**"). Entitled to the Data is the



Customer. SENSEVEN is, however, authorized to use any and all such Data for its own business purposes, i.e. quality assurance.

#### **4. Payment**

The number of VALVE SENSES and Licenses as well as the respective fee per VALVE SENSE to be payable by the Customer are stated in a separate offer, order confirmation etc and are exclusive of value added tax (if applicable). The terms of payment are defined in the offer.

#### **5. Duration and Termination**

5.1 The agreement between the Customer and SENSEVEN on the use of the VELVE SENSE(S) shall be entered into for a minimum period of one year and will be prolonged automatically each year by a further year, unless otherwise agreed. The minimum period begins on the day the agreement is concluded.

5.2 The agreement can be terminated in writing by either contracting party with a notice period of three months before the end of the license year. For important reasons, the agreement can be terminated by either contracting party with immediate effect.

5.3 The Customer shall immediately upon the effectiveness of a termination cease to use the VELVE SENSE(S) and return hardware rented from SENSEVEN at its own cost.

#### **6. Data Privacy Policy**

SENSEVEN's data privacy policy is available on the SENSEVEN website ([www.senseven.ai/data-privacy](http://www.senseven.ai/data-privacy)) and a legal part of these GTC's.

#### **7. Warranty and Liability**

7.1 SENSEVEN warrants to be entitled to (a) sell or rent, respectively, the hardware as part of VALVE SENSE, (b) grant the License, (c) grant the right to access the SENSEVEN backoffice with access to all measurements from any electronic device for storing, reporting and analysis purposes and (d) that VALVE SENSE generally has the range of functions described in the brochure (<https://www.senseven.ai/valvesensebrochure>), provided that it is used in a common system environment with components specified by SENSEVEN and according to the instructions for use and safety of the product manufacturers.

7.2 Beyond that, SENSEVEN does not give any warranties, guaranties, assurances whatsoever. In particular, SENSEVEN does not guarantee the functionality and availability of VALVE SENSES at any time. The Customer acknowledges that there may be disruptions and interruptions. Moreover, SENSEVEN does not warrant for any possible use of VALVE SENSE. The Customer confirms after having made himself familiar with the functionality of VALVE SENSE to be of the opinion that it fits his purposes. In this regard, the Customer acknowledges that SENSEVEN cannot give any warranty or assume any liability for positive or negative results achieved by using VALVE SENSE being correct and SENSEVEN does not



assume any liability for damages, costs or other disadvantages the Customer may suffer as a consequence of false results. At last, SENSEVEN is not liable for Data misuse or Data theft, other use of the transmitted or stored Data by unauthorized persons, incorrect or incomplete recording of Data or Data loss, server failures or communication line failures or Software errors.

- 7.3 General, SENSEVEN shall only be liable for causes in cases of gross negligence or willful misconduct. Liability for indirect damage, e.g. loss of profit, costs related to interruptions or claims of third parties etc shall be expressly excluded. For personal injury, SENSEVEN is liable in accordance with the statutory provisions.

## **8. Applicable Law and Jurisdiction**

- 8.1 Austrian law shall be exclusively applicable. The application of the U.N. Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

- 8.2 Place of jurisdiction is the court with material jurisdiction for Vienna, Penzing.

