

GENERAL TERMS AND CONDITIONS

1. General provisions

- 1.1 These General Terms and Conditions (" **GTC** ") govern the contractual framework between SENSEVEN GmbH, Montleartstraße 1b/7/14, 1140 Vienna, Austria (" **SENSEVEN** "), and a contractual partner of SENSEVEN (" **Customer** ") with regard to all offers, contracts, deliveries and other services with and from SENSEVEN.
- 1.2 The Customer accepts the GTC of SENSEVEN in the currently valid version as an integral part of all existing and/or future contractual relationships between the Customer and SENSEVEN. The GTC of SENSEVEN apply regardless of whether explicit reference is made to them or not.
- 1.3 Deviations and/or additions to these GTC require the express written consent of SENSEVEN to be valid. Any general terms and conditions or other conditions of the Customer are hereby expressly rejected and their validity for the contractual relationship between SENSEVEN and the Customer is excluded.

2. SENSEVEN Products & Services

- 2.1 SENSEVEN supplies the Customer with its mobile inspection system "VALVE SENSE", which is used to detect leaks. The system consists of (a) the inspection equipment, (b) the SENSEVEN app and (c) the SENSEVEN back office. The scope of the inspection equipment depends on the product variant and is available under https://www.senseven.ai/product_variant. The inspection equipment is delivered in a hard case. The SENSEVEN app is pre-installed on the smartphone, guides the user through the inspection process and automatically detects leaks. All inspections are transferred and stored in the SENSEVEN back office (a cloud platform), which enables easy data processing, automatic reports and trend analyses.
- 2.2 VALVE SENSE is delivered to the Customer as a package consisting of the components described above. The Customer acknowledges that all hardware supplied by SENSEVEN has been purchased from third parties. Unless otherwise agreed, the Customer may only use this hardware for the purpose of using VALVE SENSE and is not authorized to redistribute the hardware or to adapt or modify it in any way. It shall be agreed between the Customer and SENSEVEN whether the Customer buys the hardware from SENSEVEN or rents it for a separate fee. If there are no separate contractual regulations in this regard, the Customer buys the hardware and rents the software. SENSEVEN does not assume any warranty, liability or other responsibility for the hardware. Claims arising from the hardware or its

malfunction can only be asserted against the manufacturer, whereby SENSEVEN agrees to support the Customer in this regard.

3. Software & Licence

3.1 With the SENSEVEN inspection app, SENSEVEN has developed a measurement software for experts (" **Software** "). Unless otherwise agreed, SENSEVEN grants the Customer, for the duration of the contract for the use of VALVE SENSE, the non-exclusive and non-transferable right to use the Software together with the hardware provided by SENSEVEN for its own business purposes for leak detection on valves (" **Licence** "). The Licence includes access to the SENSEVEN back office solution with access to all measurements from any smartphone, tablet or computer system for storage, reporting and analysis purposes. The use by third parties (including affiliates) and any sub-licensing or re-licensing is not permitted unless expressly agreed otherwise with SENSEVEN. All IP rights associated with or arising from the Software, such as ownership, copyrights, trademarks or other rights, belong to SENSEVEN.

3.2 SENSEVEN is entitled to expand the functional scope of the Software at any time at its own discretion, whereby such an expansion does not result in any claim or 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 the copyrighted property of SENSEVEN and may not be copied, modified or used in any way other than as expressly agreed in writing without the consent of SENSEVEN. In particular, the Customer may neither directly nor 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 to the VALVE SENSE solution;
- (b) modify, copy or create derivative works from the VALVE SENSE solution or parts thereof;
- (c) remove proprietary notices or labels,

except to the extent expressly permitted by SENSEVEN. Any Software change requests must be submitted to SENSEVEN to be customized exclusively by SENSEVEN. SENSEVEN reserves the right to reject any adjustments or changes requested by the Customer without giving reasons.

3.4 The Customer acknowledges that SENSEVEN partially uses third-party software and does not assume any warranty or liability for such third-party software. SENSEVEN is only entitled to grant the licence to the Customer.

3.5 The Client creates data (i) by entering data into the Software or (ii) by running the Software, which automatically generates data ("**Data**"). The Client is entitled to the Data. The Client

acknowledges that the Data is stored on a cloud platform operated by SENSEVEN, and that, due to the operation and maintenance of this platform, SENSEVEN may technically have access to the Data. However, SENSEVEN does not use the Data for its own business purposes.

4. Delivery & Delay

4.1 In principle, the delivery period agreed in the offer, order confirmation, etc. shall apply, which, unless otherwise agreed, begins with the conclusion of the contract. If no delivery period has been agreed, delivery shall be made within a reasonable period of time. If deadlines are stated in days, these should be understood as working days.

If SENSEVEN is in default for reasons for which SENSEVEN is not responsible, the delivery period will be extended by the period for which SENSEVEN is not responsible.

If SENSEVEN is in default with the handover of the deliveries or the services for reasons for which the Customer is responsible, the risk will pass to the Customer at the latest from this point in time.

SENSEVEN is not liable for any damage, consequential damage or loss of profit caused by delay for which SENSEVEN is not responsible.

5. Force majeure

If SENSEVEN cannot fulfil its contractual obligations due to force majeure such as war, terrorism, natural disasters, fire, strike, embargo, sovereign intervention, failure of the power supply, failure of means of transport, failure of telecommunications networks or data lines, changes in the law affecting the services after conclusion of the contract or other non-availability for which SENSEVEN is not responsible, this shall not constitute a breach of contract.

6. Payment

The number of VALVE SENSES and licences as well as the resulting fee to be paid by the Customer will be specified in a separate offer, order confirmation, etc. and is exclusive of VAT (if applicable). The terms of payment are defined in the offer.

If the Customer is in delay with payment despite two written reminders, the Customer's access to the Software will be blocked until full payment of the outstanding fee. The contractual relationship remains unaffected in this case and the Customer is obliged to pay the licence fee for the term of the contract and - if the hardware has been purchased and the purchase price has not already been paid - to pay the purchase price for the hardware.

The hardware remains the property of SENSEVEN until the purchase price and all associated costs and expenses have been paid in full.

7. Term & Termination

- 7.1 The contract between the Customer and SENSEVEN for the use of VALVE SENSE(S) is concluded for a minimum term of one year and is automatically renewed each year for a further year, unless otherwise agreed. The minimum term begins on the day the contract is concluded.
- 7.2 The contract may be terminated in writing by either party with three months' notice to the end of the licence year. For good cause, the contract can be terminated by either party with immediate effect.
- 7.3 The Customer will immediately cease using VALVE SENSE(S) after a termination becomes effective and will return any hardware rented from SENSEVEN at its own expense without delay.

8. Privacy policy

Information on the protection and use of data can be found in the privacy policy, available at www.SENSEVEN.ai/data-privacy.

9. Warranty & Liability

- 9.1 SENSEVEN warrants to be entitled to (a) sell or rent the hardware as part of VALVE SENSE (b) grant the licence, (c) grant the right to access the SENSEVEN back office from any electronic device with access to all measurements for storage, reporting and analysis purposes and (d) that VALVE SENSE has in principle the scope of functions as described for the product variant (respective Scope of Delivery available under https://www.senseven.ai/product_variant), provided that it is used in a common system environment with components specified by SENSEVEN and in accordance with the instructions for use and safety of the product manufacturers.
- 9.2 The Customer acknowledges that malfunctions and interruptions may occur during operation. SENSEVEN has implemented various internal checks to detect potential malfunctions or misuse of the Software and will notify the user in such cases. To ensure reliable results, SENSEVEN recommends performing a system check prior to each inspection and following the instructions provided during training as well as in the user manual. VALVE SENSE has been tested and optimized through thousands of inspections to ensure reliable and accurate results. However, the Customer acknowledges that there may be unknown process situations that could lead to incorrect results in rare cases. The Customer further acknowledges that extremely small leaks may not generate turbulent flows and therefore produce no acoustic signals, making them difficult or impossible to detect using VALVE SENSE. For these rare situations, the Customer acknowledges that certain limitations may affect the accuracy of results obtained using VALVE SENSE. SENSEVEN will use reasonable efforts to ensure reliable operation but cannot be held responsible for occasional deviations beyond its control. SENSEVEN operates at the highest technical and organizational standards to ensure data security, integrity, and system reliability. Despite



these efforts, the Client acknowledges that, as with any cloud-based system, absolute protection against data theft, data loss, or technical failures cannot be guaranteed. Accordingly, SENSEVEN cannot be held responsible for issues such as data theft, loss of data, server failures, or communication line failures that may occur beyond its reasonable control.

- 9.3 In general, SENSEVEN is only liable in cases of gross negligence or intent. Liability for indirect damages, e.g. loss of profit, business interruption costs or third-party claims, etc. is expressly excluded. SENSEVEN shall be liable for personal injury in accordance with the statutory provisions.

10. Applicable law & Place of jurisdiction

- 10.1 Austrian law applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

- 10.2 The place of jurisdiction is the competent court for Vienna, Penzing.

11. Severability clause

- 11.1 The invalidity of individual parts of these General Terms and Conditions does not affect the validity of the remaining provisions. The invalid provision shall be replaced by the statutory provision that comes closest to the legal and economic meaning of the invalid provision.

