

Clause 1 OTHER TERMS AND CONDITIONS

1.1 These Terms and Conditions apply to all agreements for the provision of the Wi-care Solution concluded between the Client and I-care, to the exclusion of any other general terms and conditions, in particular those of the Client. By entering into the first Agreement with I-care, the Client is deemed to accept these Terms and Conditions. The Parties may only deviate from these Terms and Conditions pursuant to Clause 18.5. In the event of any inconsistency between the provisions of (i) these Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail, or (ii) the global framework agreement and any local sales order agreements, the provisions of the relevant local sales order agreement shall prevail.

Clause 2 SERVICES

2.1 Services during the Term of the Agreement consist of the following: (i) **Data collection (1/day)** for all sensors in scope; (ii) **Augmented Intelligence ("AI") scan** of acquired data (starting after baseline analysis is performed); (iii) **Detailed analysis** by an I-care analyst within the first 72 hours of receiving an AI notification. In the event a technical action needs to be performed on a specific asset, Client shall notify I-care via email and/or phone call; (iv) **Wi-care network health check (as I-care deems appropriate):** communication check between all transmitters and gateways (>90%) / communication check between the gateways and internet; (v) **Review of thresholds** and adjustment in I-see Software in case of need; (vi) **Update** of the Asset Health Report in the dashboard (I-see); (vii) **I-see Software** data storage on cloud server (managed by I-care, owned by the Client); (viii) **I-see API** documentation; (ix) **Monthly** follow-up meetings between I-care and the Client; and (x) **Yearly** partnership performance assessment.

2.2 Services during the Term of the Agreement do not include any services not listed in Clause 2.1 and any costs such as: (i) **IT support** to implement specific updates (API configuration requested by the Client, etc.) and have the system running on the Client's IT side (via API communication), e.g. if a firewall blocks access, etc; (ii) **Customization** of the dashboard to plant specific requirements; (iii) **All expenses**, such as travel costs, lodging expenses, any potentially required extra-consumables (e.g. mounting pads and glue after first commissioning); (iv) **The connection costs** associated with the SIM cards used for the following countries: Angola, Bhutan, Djibouti, Eritrea, Ethiopia, Falklands Islands, Lebanon, Maldives, New-Caledonia, Sao Tome & Principe, Venezuela (in case of poor network coverage, alternative solutions will have to be envisaged but may generate additional invoicing).

2.3 I-care shall provide the above-mentioned Services in a professional and workmanlike manner, using appropriate, qualified and competent staff, and by deploying sufficient resources; and with the skill which can be reasonably expected from a supplier experienced in the relevant field of Services.

2.4 If the deployment of new technologies requires a hardware exchange, this may be done if I-care deems it necessary, at its sole discretion. I-care is entitled, without any obligation, to update or improve the Wi-care Solution at any moment during the Term, to the extent that such changes do not materially and adversely affect the functionalities of the Wi-care Solution on the Assets.

Clause 3 SOLUTION SET-UP AND CONFIGURATION

3.1 Deployment of the solution consists of the following: (i) **hardware devices:** transmitters and gateways; (ii) **mounting accessories:** glue and mounting stud - unless another mounting method is specifically instructed by the Client (in which case both the Client and I-care will first agree on the costs in writing before implementing the solution); (iii) **hardware commissioning** after installation to ensure that the system meets the agreed requirements including a written acceptance test (standard working instruction checklist); (iv) **database configuration;** (v) **Baseline analysis;** (vi) **I-see standard dashboard set-up.**

3.2 Deployment of the solution does not include anything not listed in Clause 3.1 such as: (i) **Power supply** for the gateways (to be provided by the Client); (ii) **Any onsite activities** other than Wi-care Solution hardware installation, including but not limited to: machines lockout tagout, insulation and protective cover removal/installation; (iii) **Unexpected administrative and logistic lead time** that may occur during implementation on site (i.e. asset availability, work permit delivery,...); (iv) **unexpected disbursements and expenses** (such as flights and bookings cancellations, mobilization costs of personnel, ...) that may occur during implementation on site and out of site, as a result of delay, postponement, or otherwise, from Client side Items under (ii), (iii) and (iv) will be invoiced separately to the Client.

3.3 Applicable delivery terms shall be defined in each quotation by reference to the Incoterms®2020. Failing agreement on specific Incoterms, the applicable Incoterms will be DAP (with transport and insurance at the Client's costs). The Party arranging for transportation in accordance with the quoted Incoterm® 2020 is the sole Party responsible for checking that all risks which may occur during, or as a result of, transportation (including damage to the Products as well as damage caused by the Products) are covered by adequate carrier insurance, and, as the case may be, for taking proper carrier insurance at its own cost.

3.4 A contradictory inventory shall be drawn up upon delivery of the Products and countersigned by both Parties. The said inventory shall be supplemented with any new delivery of Products taking place thereafter. Should the Parties fail to draw up an inventory, the delivery documents (order, delivery note, invoice) shall constitute the evidence of the Products delivered and installed pursuant to the Agreement. All Products supplied shall be deemed accepted by the Client and to comply with the Agreement (and the corresponding order, if any) unless a claim is notified within ten calendar days of delivery. Such claim does not suspend the Client's payment obligation pursuant to the Agreement.

3.5 Validation and acceptance: Until one month after the end of the installation by I-care, at either Party's request, a contradictory validation test may be run by I-care or any other party appointed by I-care, and the corresponding installation validation document may be signed by the Parties. Failing such a validation request, the Products installed are deemed to be functioning and deemed to be accepted by the Client in accordance with the Agreement as from their installation. After installation (or, if requested by a Party pursuant to this Clause, after installation validation), any damage or malfunction will be at the Client's costs and risks, unless covered under the Warranty. Any item irremediably broken or damaged shall be replaced at the value set forth in the Agreement.

Clause 4 ACCESS TO I-SEE AND THE MOBILE APPS

- 4.1** Access to the Platform and mobile apps is strictly limited to Authorized Users only. Unauthorized access, including but not limited to sharing login credentials with non-authorized individuals, is strictly prohibited. I-care reserves the right to monitor and restrict access to the Platform to ensure compliance with this Clause. Any breach of these access limitations may result in immediate suspension or termination of the user's access rights, along with any applicable legal actions if necessary.
- 4.2** I-care grants to the Client a non-exclusive, non-transferable, limited licence (without the right to sublease or sublicense) for its Authorized Users to access and use I-see Software as part of the Wi-care Solution exclusively to the extent required for the Authorized Purpose during the Term in accordance with the specifications set out in the Agreement (the "Licence"). The Licence does not grant any ownership rights or any other Intellectual Property Rights in relation to I-see Software, the Products or the related documentation.
- 4.3** I-care shall commit that the Client has access to its technical data during the Term and undertakes to provide the Client with its raw technical data in a standard machine-readable format on reasonable demand.

Clause 5 WARRANTY

- 5.1** I-care represents and warrants that the Wi-care Solution shall meet the level set out in Clause 2.3 above at all times during the Term (the "Warranty").
- 5.2** I-care undertakes to use its commercially reasonable efforts to remedy any hardware defect (including by providing hardware parts for replacement in case of malfunction/loss of battery power), within a reasonable period of time, and without charging any additional fees, to the extent required to meet the level set out in Clause 2.3 above. No other warranties than the Warranty are granted, and none shall be implied. For the avoidance of doubt, if the Client has selected the CAPEX model, this Clause shall not apply, and the Products will be subject to a warranty against hardware defect of one (1) year from the date of delivery.
- 5.3** Without prejudice to the limitations set out below, the Warranty excludes any defect or damage arising out of improper use of, or modification to, the Wi-care Solution by the Client or a third party.
- 5.4** To be valid, any claim for breach of the Warranty by I-care provided herein must be notified in writing by the Client to I-care within 60 days of discovery of the issue, failing which the Warranty shall not apply in respect of such claim. Any claim under this Clause 5 does not suspend the Client's payment obligation pursuant to the Agreement.

Clause 6 MAINTENANCE

- 6.1** The Client may not entrust the maintenance of the Products to any third party. Only I-care, I-care subsidiaries, or third parties designated and approved in writing by I-care, are entitled to perform maintenance operations on the Products.
- 6.2** I-care shall immediately notify the Client of any connectivity issues affecting the Products that require the Client's action, such as transmitter replacement or gateway reset.
- 6.3** The Client is required to implement all updates (including OTA)

promptly upon release by I-care, following any provided installation guidelines. Any unreasonable delay or refusal to implement updates will void service warranties and may limit support availability. In the event of any issues, errors, or malfunctions caused by an update, the Client shall notify I-care within 48 hours of the occurrence. Failure to report issues within this timeframe may impact service support obligations. The Client must schedule and approve update times in a manner that ensures minimal operational disruption. I-care shall coordinate with the Client on update schedules but reserves the right to perform critical updates as needed.

- 6.4** Under the Agreement, and solely when an operational expenditure (OPEX) model has been agreed in the Agreement, I-care will provide all necessary battery and transmitter spare parts required for the maintenance and operation of the Products for the complete duration of the Agreement. This provision is included within the OPEX recurring fee and does not entail any additional charges for these specific spare parts.
- 6.5** In the event that I-care is requested to provide assistance or parts for an item which falls under its responsibilities (as set forth above), but it later appears that the problem which required assistance or the replacement of any parts was due to the Client's error, abuse or omission, the cost of such assistance and parts will be invoiced to the Client.

Clause 7 MAINTENANCE AND WARRANTY EXCLUSIONS

- 7.1** The Warranty shall not be triggered, and I-care shall not incur any responsibility, for any defect, damage, adverse occurrence or consequence imposed on, or suffered by, the Client which would result from normal wear and tear of the Products (subject to obsolescence); modification to the Products impacting their performance without I-care's prior written consent (unless compliant with the manual/instructions for the Products and/or recommended by I-care); failure by the Client to comply with its obligations under the Agreement (including its duty to provide accurate and relevant information in a timely manner), applicable law, written notices of use (including any user manuals), and/or I-care's written recommendations relating to installation and/or use (including I-care's recommendation as to the number of Products to be installed per Asset); any tampering with the Wi-care Solution (or any part thereof) without I-care's prior written consent; the use by the Client of third party software that impacts the performance of the Wi-care Solution; and/or external causes such as corrosion under normal conditions of use, falling objects not caused by I-care, power cuts or surges (if applicable), fire, or any other Force Majeure event.
- 7.2** If the Client installs the hardware, the Client bears sole responsibility for ensuring it is installed properly. Any adverse consequences arising from an improper installation shall be the Client's exclusive responsibility. Collages performed by I-care are not guaranteed. In the event that a device installed by I-care becomes detached, I-care's sole responsibility will be limited to ensuring that the detached device is reattached at its expenses. Client undertakes to inform I-care immediately if a device becomes detached. Under no circumstances shall I-care be liable for any consequences resulting from the detachment of one of its devices. It is therefore the Client's responsibility to ensure that none of I-care's devices is installed in locations where detachment could cause damages (including any direct or consequential damages) other than damage to the detached device itself.
- 7.3** The Client shall be responsible for the following with regard to

maintenance of the Products: hardware device replacement following I-care detailed instructions (battery/transmitters/gateways); Inspection of the condition of transmitters, gateways and power cables following request from I-care; Installation of transmitters on spare machines (e.g. after a machine replacement); Uninstall and reinstall the transmitters following a monitored asset overhaul/replacement (including the installation of the glued mounting stud); Perform gateway(s) reset (power switch off and on) on request of I-care for troubleshooting purposes.

Clause 8 THE CLIENT'S UNDERTAKINGS DURING THE TERM

- 8.1** The Client shall ensure that sufficient and accurate information (both technical and organisational), instructions and documents reach I-care in due time to enable it to perform the Services in accordance with the Agreement. The Client undertakes in particular to provide any useful technical data relating to the Assets (such as machine rotation speed) and updated floor plans, promptly upon request. Client also undertakes to disclose timely to I-care, prior to installation as well as while the Wi-care Solution is operating, any site condition that may present a risk as to safety or proper functioning of the Wi-care Solution. The Client agrees to promptly notify I-care of any change to information so provided.
- 8.2** The Client shall provide all necessary access for I-care's staff, I-care Affiliates, and/or third parties designated in writing by I-care, to the premises where the Services are to be performed and shall take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services.
- 8.3** The Client shall inform immediately I-care in case of awareness of any technical problem or other defect arising in relation to or affecting the Wi-care Solution. Otherwise, I-care declines its responsibility on the consequences resulting from the delay or absence of non-communicated known issues.
- 8.4** The Client shall promptly inform I-care of any financial problems the Client may suffer and/or of any other event that could adversely affect the Client's financial situation or its ability to fulfil its obligations under the Agreement in a timely manner, including a change of control or a sale of (part of) its business or assets.
- 8.5** Except to the extent this cannot be prohibited by applicable law, the Client shall not, and shall not try to, reverse engineer or otherwise analyse the Wi-care Solution or any part or component thereof (e.g. to determine its mechanisms, components, or underlying technology).

Clause 9 USE AND HOUSING OF THE WI-CARE SOLUTION

- 9.1** I-care transfers legal and material custody and care of the Products to the Client for the duration of the Agreement, until return of the Products to I-care (it being understood that the ownership of the Products remains with I-care in accordance with Clause 10). The Client shall use, maintain, house, and keep the Wi-care Solution in strict conformity with the Agreement and with at least the same level of care as the one it uses towards its own properties of similar value and no less than a reasonable level of care. For the avoidance of doubt, this Clause does not apply to the Products if the Client has selected the CAPEX model.
- 9.2** The Client represents and warrants that it has all necessary

licences, authorisations to house and use the Wi-care Solution, and to maintain the same in accordance with the terms of the Agreement (and these Terms and Conditions) at all times during the Term.

- 9.3** The Client may not use the Wi-care Solution for any other purpose than the Authorized Purpose. Without limiting the generality of the foregoing, the Client is inter alia prohibited from using the Wi-care Solution (or any part thereof) to provide any services to third parties that are either related or unrelated to the Services.
- 9.4** The Client shall ensure that the Products supplied are installed in a location allowing access, maintenance and normal conditions of operation: Wi-care 130 Casing: Solvent Resistant Polymer, Ingress Protection IP67, Operating T -20C to +85 C/0-95% RH (non-condensing); Gateway Ingress Protection IP66, Operating T -20 C to +85 C / 0-95% RH (non-condensing). I-care reserves the right to adapt those parameters, in which case the new parameters will be communicated to the Client in writing and the Client shall promptly observe these new parameters.

Clause 10 LABELLING & OWNERSHIP

- 10.1** The Parties acknowledge and agree that the Wi-care Solution (in whole and each of its parts, including the Products, I-see Software and all related IP Rights) is and shall remain the sole and exclusive property of I-care. The Client shall not lend, rent, mortgage, pledge or otherwise encumber the Wi-care Solution (in whole or part), shall keep it free from any third-party claims, taxes, or other encumbrances, and shall keep the Products properly housed and labelled. The Products are delivered bearing the label of I-care. The Client shall ensure that the Products always bear a clear indication that they are and remain property of I-care and, in this respect, the Client may not, inter alia, remove the label or obstruct it. For the avoidance of doubt, this Clause does not apply if the Client has selected the CAPEX model.
- 10.2** The Client must ensure that the Products are not confused with its own properties and may not, in any manner, create any confusion between the Products and its own properties, at any time during the Term. In case of seizure, attachment, or any other claim or right that a third party might (try to) assert in respect of the Products, the Client must inform I-care immediately so that the latter is effectively enabled to preserve its rights. For the avoidance of doubt, this Clause does not apply to the Products, if the Client has selected the CAPEX model.
- 10.3** I-care is entitled, at any moment during the Term, to conduct an audit of the Wi-care Solution on site or remotely, after having given the Client one-week prior written notice. This audit may relate inter alia to, but is not limited to, the proper use, labelling, maintenance, storage, and custody of the Wi-care Solution by the Client.

Clause 11 SUSPENSION & TERMINATION

- 11.1** Each Party shall have the right to suspend or terminate the Agreement at any time, without compensation upon becoming aware of a material breach of the Agreement committed by the other Party, if the latter fails to remedy such breach (if capable of being remedied, at the reasonable discretion of the notifying Party) within 30 days of being required to do so by the notifying Party.
- 11.2** At any time, I-care reserves the right to suspend, modify or terminate the Services covered under the Agreement for any

technical, legal or regulatory reason outside of I-care's control, such as technical or regulatory changes that make the continuation of the Services impossible or significantly more costly. The Client will be notified in writing at least 30 days prior to any suspension, modification or termination of the affected Service. If the Client has prepaid any amounts for any Services terminated in accordance with this Clause 11.2, such prepaid amounts shall be reimbursed.

11.3 I-care shall have the right to suspend or terminate the Agreement at upon notice, without compensation, without having to request the prior authorisation of a court, if: (i) two months of the recurring fees have fallen due and remain unpaid by the Client following written reminder notice; (ii) the Client consistently and materially fails to follow the instructions provided by I-care concerning the use of the Wi-care Solution; (iii) a petition is submitted, or proceeding instituted, for the purpose of winding up the Client or if the latter is otherwise liquidated, bankrupt or makes any assignment for the benefit of its creditors, if a receiver or temporary administrator is appointed for all or any part of its assets or if any event similar to any of the foregoing occurs in any jurisdiction in which the Client is incorporated, resident or carrying out business; (iv) all or at least 50% of the Client's business is transferred, or if the ownership, control or management of the Client is modified to such an extent that the *intuitu firmæ* nature of the Agreement is altered, unless with the prior written authorisation of I-care; or (v) in case the continuation of the Agreement poses, in I-care's reasonable judgment, any material and adverse risk to the security or integrity of the Wi-care Solution generally.

11.4 Any suspension or termination notice shall be effective on the day on which it has been delivered to its recipient. Suspension or termination of the Agreement (for whatever reason) shall not affect (i) the Parties' respective accrued rights as of the date of such suspension or termination, (ii) the Client's obligation to pay any outstanding invoices (which shall become immediately due and payable upon suspension or termination) as well as any invoices relating to Products or Services ordered prior to suspension or termination but for which an invoice has not been issued yet (which shall be due and payable immediately upon issuing of the corresponding invoice) and (iii) the Parties' respective obligations that are intended to survive suspension or termination of the Agreement.

11.5 Upon suspension or termination of the Agreement for whatever reason, the Licence and the provision of the Services shall immediately suspend or terminate (as applicable) as of the effective date of such event.

11.6 Upon termination of the Agreement for whatever reason, the Client shall promptly (and in any event within ten calendar days) return the Products to I-care in good condition and cleaned, considering the normal wear and tear inherent to the duration of the use. The return of the Products to I-care's premises (or where I-care so directs) will be at the Client's costs and risks. Should the Products require repair work as a result of damage not caused by I-care during the Term, I-care shall be entitled to charge the Client for such repair. Products which are lost, broken or damaged to the extent that they are improper for any further use shall be invoiced to the Client at the value set forth in the Agreement. For the avoidance of doubt, this Clause does not apply if the Client has selected the CAPEX model.

11.7 Upon termination of the Agreement for whatever reason, I-care shall, upon reasonable request, provide to the Client its

raw technical data in a standard machine-readable format, subject to the payment of all amounts owed by the Client under the Agreement. If the Client requires the return of its raw technical data in a specific format or requires any other termination assistance services, the Parties shall mutually agree upon the scope, fees and costs of such termination assistance services. I-care shall not have any further obligation to store and maintain the Client's technical data following the termination of the Agreement, for whatever reason.

Clause 12 LIMITATION OF LIABILITY

12.1 Nothing in the Agreement reduces the Client's liability in relation to the hardware devices, particularly in terms of safety.

12.2 Reports and findings provided by the Wi-care Solution are summarised in the dashboard of the I-see Software based on information provided by the Client, who shall be responsible for acting as it sees fit based on such reports and findings. The Client shall remain solely responsible to make its own assessment, undertake all actions, and implement any protocols or corrective actions in relation to the maintenance of the Assets. Unless I-care is proven to have materially failed to comply with its obligations under the Agreement, neither I-care nor any of its Auxiliaries shall be liable to the Client (nor to any third party) for any actions taken or not taken by the Client on the basis of such reports and findings provided by the Wi-care Solution, nor for any improper reports or findings arising from unclear, erroneous, incomplete, or misleading information provided to I-care.

12.3 The Client agrees to hold I-care harmless from any liability, losses, or damages resulting from unauthorised tampering with, or failure to install, OTA updates as instructed by I-care.

12.4 I-care can only carry out the agreed actions specified in the Service description, including taking necessary initiatives—such as notifying the Client by phone, SMS, and/or email—if an alarm is triggered by the augmented intelligence system.

12.5 The Client understands and acknowledges that the Wi-care Solution is not designed and/or aimed at providing services in respect of the safety and security of the monitored Assets and their environment. The Client should not rely on the Wi-care Solution to provide safety and security protection. Under no circumstances can I-care be held liable for any loss or damage resulting from failure to provide adequate safety recommendations or failure to advise on the implementation of safety measures.

12.6 Except for liability arising from personal injury, death, property damage due to gross negligence or willful misconduct, or any other liability that cannot be excluded under applicable law, the total liability of I-care, I-care's Affiliates, and/or third parties designated by I-care to perform on I-care's behalf for any damage, loss, claims, or causes of action under the Agreement (and the Terms and Conditions) (including tort, breach of contract, statutory duty, or negligence) shall not exceed the lesser of: (a) the indemnity paid by I-care's insurance for the liability event, if applicable, or (b) the total amount of the recurring fees (excluding VAT and taxes) paid by the Client for the Asset in question over the calendar year in which the liability event occurred. This is an aggregate limit, and multiple incidents or multiple claims do not extend it.

12.7 Without prejudice to the foregoing, and to the maximum extent permitted by applicable laws, no Party shall be liable to the other Party or its Affiliates in any circumstances for any

indirect damage, including loss of profits, loss of contracts, loss of business opportunity, loss of use, loss of data or other consequential or indirect loss.

12.8 The Parties to the Agreement waive all extra-contractual liability against each other and against Auxiliaries of the other Party for any damage caused by the non-performance of a contractual obligation. This provision is without prejudice to any public policy or mandatory legal provisions, which shall continue to apply. As third-party beneficiary, Auxiliaries may avail themselves of the provisions of this Clause. Furthermore, the following does not constitute a breach of confidentiality obligation entered into by the Parties or any of them: at the request of the Auxiliary, the transmission of contractual clauses relating to the means of defence in the event of litigation concerning the performance of the contractual obligation directly involving that Auxiliary.

12.9 The Parties agree that the limitation of liability obligations outlined in this Clause shall survive the termination of the Agreement.

Clause 13 MUTUAL NON-DISCLOSURE AGREEMENT

13.1 During the Term of the Agreement, all Confidential Information provided by the Disclosing Party to the Receiving Party shall be utilised by the Receiving Party solely for fulfilling its obligations and activities under the Agreement. The Receiving Party shall not disclose any such Confidential Information to any third party or use it for any unauthorised purposes. However, the Receiving Party may disclose the Confidential Information to its own Auxiliaries, or those of its Affiliates if they require the information to perform their duties related to the Agreement.

13.2 For the purpose of this Clause, "Confidential Information" includes all technical, commercial, strategic, financial, and economic information, as well as information related to research and technical specifications exchanged between the Parties, in each case, which is identified in writing as confidential or should by its nature reasonably be considered to be confidential.

13.3 Confidentiality obligations do not apply to information that is: (i) known to the Receiving Party before disclosure, other than by breach of a confidentiality obligation to the Disclosing Party, (ii) in the public domain through no fault of the Receiving Party, (iii) independently developed without using Confidential Information, (iv) received from a third party not bound by a confidentiality obligation to the Disclosing Party, or (v) legally required to be disclosed. To the extent legally permitted, the Disclosing Party shall be notified of such legal requirement prior to such disclosure.

13.4 Upon request, the Receiving Party must return, destroy, or delete all Confidential Information and erase it from any equipment. The Disclosing Party may request proof of compliance, and the Receiving Party must provide it promptly.

13.5 The Parties agree that the confidentiality obligations outlined in this Clause shall survive the termination of the Agreement for a period of three (3) years.

Clause 14 INTELLECTUAL PROPERTY RIGHTS

14.1 The Parties acknowledge and agree that I-care owns and shall continue to own all rights (including Intellectual Property Rights), title and interest in and to the Wi-Care Solution, its Products, offers, descriptions, calculations, studies, methods,

reports and findings, and any part thereof. To the extent the Client at any time owns any of such rights, title or interest, it hereby and without additional consideration assigns all such rights, title and interest to I-care.

14.2 Except as provided in Clause 14.1, the Parties acknowledge and agree that each Party owns and shall continue to own all rights, title and interest in its own Intellectual Property Rights that already existed prior to the effective date of the Agreement, or that were developed independently of the performance of the Agreement.

14.3 The Parties acknowledge and agree that all raw data captured by the Wi-care transmitters shall remain the Client's property. The Client hereby grants to I-care a limited non-exclusive, sublicenseable (solely for fulfilling I-care's obligations under the Agreement), royalty-free licence to use such data after anonymizing or pseudonymizing it.

14.4 However, the Parties acknowledge and agree that all processed data (excluding any raw data), data processing models, tools, AI features and other similar types of work or Intellectual Property Rights are and shall remain I-care's property. To the extent the Client at any time owns any rights, title or interest in or to the foregoing, it hereby and without additional consideration assigns all such rights, title and interest to I-care.

14.5 The Parties agree that the obligations outlined in this Clause shall survive the termination of the Agreement.

Clause 15 DATA SECURITY

15.1 I-care is maintaining and complying with a written information security architecture designed to protect the confidentiality, integrity, and availability of the Client's data and the Confidential Information it processes under this Agreement (the "Security Architecture"). The Security Architecture includes appropriate administrative, technical, and physical safeguards consistent with (i) generally accepted industry standards and (ii) the nature of the data processed, the risks presented, and the state of the art, and is ISO 27001 certified. Details concerning the Security Architecture can be provided to the Client upon demand.

Clause 16 UNDERTAKINGS OF THE PARTIES

16.1 The Parties shall promptly inform each other of any matters or circumstances that could reasonably be expected to preclude any proper fulfilment of any of their material responsibilities or obligations under the Agreement and/or any other specific agreement entered into pursuant to the Agreement. If either Party is affected by Force Majeure, it shall promptly notify the other Party of the nature and extent thereof and of its consequences on the fulfilment of its obligations under the Agreement. Neither of the Parties shall incur any liability to the other in the event that it is delayed in the performance of its obligations under the Agreement solely by Force Majeure. For the avoidance of doubt, Force Majeure shall not excuse or suspend any payment obligations.

16.2 If, following execution of the Agreement, an unforeseeable change of circumstances ("Hardship Event") beyond a Party's reasonable control makes performance of this Agreement excessively onerous for that Party (the "Affected Party") (including, but not limited to, changes in applicable law, compliance requirements, unavoidable material increases of third-party costs, imposition of custom duties higher than 25%,

inflation higher than 10% on an annual basis, ...), the Affected Party shall notify the other Party without undue delay and propose reasonable adaptations.

The Parties shall renegotiate in good faith to adapt the Agreement (e.g., fees, scope, service levels, or timelines) or, if appropriate, to terminate it. During renegotiations, the Parties continue to perform their obligations to the extent reasonably possible.

If the Parties have not reached a written agreement adapting this Agreement within 60 days after the notification of the Hardship Event made by the Affected Party, the Affected Party may terminate this Agreement or the affected service(s), at its choice, by giving 30 days' written notice to the other Party. Termination shall take effect at the end of the notice period. This does not exclude either Party's right to seek adaptation or termination by the competent court in accordance with the applicable law.

16.3 The Client undertakes to inform I-care in advance and seek its prior approval, prior to soliciting, recruiting, employing or commissioning work from (for example on a freelance basis), directly or indirectly (such as through an intermediary), the current (at all times during the Term) Auxiliaries of I-care or its Affiliates during the Term and for a period of one (1) year from the termination of the Agreement (for whatever reason). Such undertaking, however, shall not apply where the solicitation occurs on said Auxiliaries' initiative.

16.4 Each Party shall comply with the EU General Data Protection Regulation 2016/679, as well as any national implementing laws to the extent applicable, and/or any other applicable laws and/or regulations on personal data protection in providing or receiving the Services or otherwise performing under the Agreement, and to ensure compliance with such laws by its Auxiliaries. The Parties do not intend that I-care will process any personal data on behalf of the Client.

16.5 The Agreement is subject to applicable export laws and/or regulations. The Client agrees not to export I-care's Products or technical information to locations requiring an export licence without I-care's prior written consent. The Client must ensure that neither they nor any of their Auxiliaries: (i) divert Products or technology from their intended use, (ii) modify Products for unapproved purposes, (iii) use or transfer Products in violation of applicable export laws and/or regulations, or (iv) falsify documents. These rules also apply to brokering controlled items. The Client must ensure their customers comply with these restrictions and hereby indemnifies I-care and its Auxiliaries for any costs or expenses incurred as a result of any claims or penalties caused by the Client's or their customers' breach of these restrictions.

16.6 The Parties are independent contractors, and nothing in the Agreement is intended to create any partnership, joint venture, employment, franchise or agency relationship between the Parties. When I-care provides Services at the Client's premises, I-care's Auxiliaries remain under I-care's sole authority and are not subject to the Client's control, even while on-site. The Client may only provide reasonable instructions related to safety and the protection of people, premises, and equipment, as needed for the Services. All management authority over I-care's Auxiliaries, including but not limited to recruitment, pay, work hours, training, performance, discipline, and dismissal, rests exclusively with I-care.

Clause 17 NOTICES

17.1 Any notice to be given under the Agreement shall be in writing in English and must be communicated to the other Party in writing by registered mail or reputable courier agency to the addresses of the registered office of each Party (or as updated and notified to the other Party in accordance with this Clause), it being understood that such notice will be considered validly delivered to its recipient on the date of a written acknowledgment of receipt issued by the post office or the courier service company. In addition, a copy of each of the notices made in accordance with this Clause must be sent by email to the email address communicated by each Party to the other.

Clause 18 AMENDMENT OF THESE TERMS AND CONDITIONS

18.1 I-care reserves the right to modify these Terms and Conditions at any time. Changes will be notified to the Client by letter or e-mail. Such modifications shall come into effect 30 calendar days after their notification.

18.2 Any Client who does not accept any change to the Terms and Conditions may terminate the Agreement without penalty, by written notice, prior to the expiration of the period set out in Clause 17.1. Should the Client fail to terminate the Agreement within the above-mentioned time limits, such Client is deemed to have accepted the new Terms and Conditions as amended, and they will apply as of their effective date.

Clause 19 MISCELLANEOUS

19.1 Applicable law and jurisdiction: The Agreement is governed exclusively by the laws of the country in which the I-care entity which is a Party to the Agreement has its principal place of business (as set forth in the Agreement), excluding its conflict of law provisions. In case of any dispute related to the Agreement—whether about its formation, negotiation, validity, interpretation, enforceability, implementation, suspension or termination—the Parties will attempt in good faith to promptly resolve it amicably through non-judicial means at the management level of each Party. If no agreement is reached, the dispute shall be submitted to the exclusive jurisdiction of the competent courts for the jurisdiction where the I-care entity which is a Party to the Agreement has its registered office or its principal place of business (as set forth in the Agreement), unless either Party seeks an injunction or provisional measure from another court with appropriate jurisdiction.

19.2 No waiver: The fact that a Party does not take action against the other for non-compliance with any provision contained in the Agreement may in no event be construed as that Party waiving its rights under the Agreement.

19.3 Use of the Client's name and logo: I-care reserves the right to use the Client's name and logo for marketing, promotional, and representation purposes, including but not limited to presentations, case studies, brochures, and the I-care website. Such usage will be in accordance with professional standards and will not misrepresent the nature of the relationship between I-care and the Client.

19.4 Entire Agreement: The Agreement, together with these Terms and Conditions, embodies the entire agreement between the Parties relating to the subject matter thereof and hereof, and supersedes any prior agreement, offer, quotation, and/or understanding entered into between the same Parties, whether written or oral, in relation to the Wi-care Solution or any part thereof.

19.5 Modification to the Agreement: Any modifications to the Terms and Conditions are made in accordance with Clause 17. Any other modifications to the Agreement must be made expressly in writing, and duly signed by each of the Parties. Neither of the Parties shall have grounds for verbal, tacit, or unilateral modification of the Agreement.

19.6 Severability: If any provision of the Agreement becomes illegal, invalid, or unenforceable in any jurisdiction where the Agreement applies, (a) the remaining provisions, or the unaffected part of the provision, will remain valid and enforceable, unless it materially affects the performance of the Agreement, and (b) the invalidity will not affect the provision’s enforceability in other jurisdictions where the Agreement applies. The Parties will negotiate in good faith to replace any invalid provision with a legal, valid, and enforceable one that closely matches the original in substance and effect.

19.7 Successors: The Agreement binds the Parties and their respective successors and permitted assigns, and is enforceable by and against them.

19.8 No assignment: The Client may not assign or transfer any of its rights or obligations under the Agreement to any third party (including any Affiliate) without I-care’s prior written consent. For the avoidance of doubt, I-care may assign or transfer any of its rights or obligations under the Agreement to any third party without the Client’s prior written consent.

Clause 20 DEFINITIONS

“Affiliate” means in relation to a Legal Entity, any Legal Entity controlled by it, any Legal Entity or individual controlling it and any Legal Entity under common control with it (where the term “control” shall be construed as the power to appoint the majority of the board of directors or managers of a Legal Entity or to direct its management).

“Agreement” means all agreements between I-care and the Client for the provision to the latter of the Wi-care Solution, containing among others the price, volume and duration (including, as applicable, a global framework agreement as well as local sales order agreements that implement such global framework agreement, and standalone local sales order agreement(s)).

“Assets” means the assets of the Client which are under predictive maintenance through the use of the Wi-care Solution.

“Augmented Intelligence” or “AI” has the meaning set forth in Clause 2.1 of these Terms and Conditions.

“Authorized Users” means the Client’s Auxiliaries authorized by I-care to access and use I-see Software in accordance with the terms and conditions of the Agreement.

“Authorized Purpose” means the maintenance of the Assets by use of the Wi-care Solution in accordance with the Agreement.

“Auxiliary” means any Person who is entrusted by either I-care or the Client with the total or partial performance of a contractual obligation of either I-care or the Client, respectively, through multiple tiers; this may include subcontractors, employees, directors, officers, agents, etc.

“Client” means the Person who has entered into an agreement with I-care for the provision of the Wi-care Solution.

“Confidential Information” means any non-public information relating to a Party, its Affiliates or their respective business, and disclosed to the other Party (or that comes to that Party’s knowledge) in the framework of negotiating, executing, or performing under the Agreement.

“Disclosing Party” means the Party who is disclosing Confidential Information to the other Party.

“Force Majeure” refers to an event or circumstance that satisfies all the following conditions, as proven by the invoking Party: it is beyond the reasonable control of the Party; a normally diligent party could not have foreseen it; it could not be rectified or avoided by the Party despite its reasonable efforts; and it renders performance of the Agreement wholly or partially impossible, unprofitable, or significantly more difficult or costly. In the absence of evidence to the contrary, the following are presumed to meet these conditions: war, hostilities, invasion, or military mobilization; civil war, riots, rebellion, revolution, terrorism, sabotage, or piracy; currency or trade restrictions, embargoes, international sanctions, lawful or unlawful governmental actions, expropriation, or nationalization; pandemics, epidemics, lockdowns, natural disasters, or extreme natural events; explosions, fires, equipment destruction, prolonged breakdowns in transport, telecommunications, information systems, data centers, or energy supplies; and general labor disturbances such as strikes, boycotts, lockouts, or occupation of workplaces.

“I-care” means Industrial Consulting Automation Research Engineering SRL, a company established under the laws of Belgium with its registered office at 18 Rue René Descartes, 7000 Mons, Belgium, having company number 0867.368.951, or, if any of its Affiliates is a Party to the Agreement with the Client, such Affiliate (as listed in such Agreement).

“Intellectual Property Rights” or “IP Rights” means any and all patent, copyright, right to use, or other similar rights conferred by any applicable law in any jurisdiction, relating inter alia to any inventions, discoveries, studies, ideas, or concepts, any designs, trademarks, service marks, circuit layout, trade secrets, know-how, processes, specifications diagrams, drawings, reports, findings, manuals, offers, descriptions, calculations, methods, photographs, data, database, computer programs, software, algorithm, mobile applications, source codes, designs for an apparatus or process or system, working notes, plans, and sketches, and all other intellectual property or similar rights, in each case whether registered or not, and any rights to apply for registration (or any other protection) of any of the foregoing in any jurisdiction.

“I-see Software” means the cloud-based data processing portal (software) developed, owned and trademarked by I-care.

“Legal Entity” means any legal person or other legal arrangement in the broadest sense, whether constituted in the form of a company, a partnership, a corporation or otherwise, and whether or not having a distinct legal personality.

“Licence” has the meaning set forth in Clause 4.2 of these Terms and Conditions.

“Party” means, as the case may be, I-care or the Client, who are parties to the Agreement.

“Person” means any individual (i.e. natural person) or Legal Entity.

“Platform” means the IT platform that has been developed by I-care for the display and use of the I-see Software.

“Products” means any hardware provided by I-care to the Client pursuant to the Agreement from time to time.

“Receiving Party” means the Party who is receiving Confidential Information from the other Party pursuant to the Agreement.

“Services” means any service provided by I-care to the Client pursuant to the Agreement from time to time.

“Term” means the duration for which the Agreement has been entered into, including its renewals, if any, as set out in the Agreement.

“**Terms and Conditions**” means these terms and conditions.

“**Warranty**” has the meaning set forth in Clause 5.1 of these Terms and Conditions.

“**Wi-care Solution**” means the fully integrated 4.0 predictive maintenance solution designed for fixed, non-movable assets, which includes Products, software and Services developed, designed and performed by I-care.