

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 13. 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 for all sensors in scope; (ii) Augmented Intelligence ("AI") scan of acquired data (starting after baseline analysis is performed); (iii) Analysis of AI notifications by an I-care analyst. (iv) Wi-care network health check, as I-care deems appropriate, including communication checks between transmitters, gateways and internet connectivity; (v) Review of thresholds and adjustment in I-see Software, if necessary; (vi) Update of the Asset Health Report in the dashboard (I-see); (vii) I-see Software data storage on a cloud server (managed by I-care and owned by the Client); and (viii) Provision of I-see API documentation.

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 required to implement specific updates (including API configuration requested by the Client) and to ensure system operation on the Client's IT infrastructure (including firewall or access restrictions); (ii) Customization of the dashboard to plant-specific requirements; (iii) All expenses, including travel costs, lodging expenses, and any required consumables (e.g. mounting pads and glue after first commissioning); (iv) SIM card connection costs for the following countries: Angola, Bhutan, Djibouti, Eritrea, Ethiopia, Falkland Islands, Lebanon, Maldives, New Caledonia, São Tomé & Príncipe, Venezuela (where alternative connectivity solutions may be required, potentially resulting in additional charges); (v) 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. (vi) Any maintenance or operational tasks performed by the Client, including: hardware device replacement in accordance with I-care instructions (e.g. batteries, transmitters, gateways); inspection of transmitters, gateways, and power cables upon I-care request; installation of transmitters on spare machines; uninstalling and reinstalling transmitters following machine overhaul or replacement (including installation of glued mounting studs); and performing gateway resets (power off/on) for troubleshooting upon I-care request.

2.3 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 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,...).

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 twenty calendar days of delivery. Such claim does not suspend the Client's payment obligation pursuant to the Agreement.

3.5 Validation and acceptance: After installation,, the Parties shall agree on acceptance of the installation's integrity After acceptance, any damage shall be at the Client's cost and risk, unless covered by the Warranty. Any irreparably damaged items shall be replaced at the price set out in the Agreement.

CLAUSE 4 WARRANTY

4.1 I-care shall use commercially reasonable efforts to remedy hardware defects, including providing replacement parts for malfunction or battery failure at no additional cost where required. All batteries and hardware are covered under warranty for the full duration of the Agreement, with a maximum warranty period of five (5) years, in the standard configuration of 5 measurements per day (per sensor).

4.2 No warranties other than the Warranty are provided or implied. The Warranty does not cover defects or damage caused by improper use or modification of the Wi-care Solution by the Client or any third party after commissioning. Any installations not performed by I-care shall require

commissioning acceptance by I-care at clients cost, confirming proper installation and normal use. I-care cannot be held responsible for any malfunctioning or damage that may arise from any installation not commissioned by I-care.

- 4.3** 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 4 does not suspend the Client's payment obligation pursuant to the Agreement.

CLAUSE 5 THE CLIENT'S UNDERTAKINGS DURING THE TERM

- 5.1** The Client shall provide I-care with necessary technical, organisational, and site-related information, instructions, and documents required to perform the Services, including updated technical data and floor plans upon request, and shall promptly notify I-care of any changes or site conditions that may affect safety or proper functioning of the Wi-care Solution. The Client shall ensure full access to its premises for I-care and its designated representatives and remove any obstacles to service execution. The Client shall inform I-care of any changes or modifications to the monitored assets after commissioning acceptance.

CLAUSE 6 USE AND HOUSING OF THE WI-CARE SOLUTION

- 6.1** The Client represents and warrants that it has all necessary licences, authorisations to house and use the Wi-care Solution.
- 6.2** 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 7 SUSPENSION & TERMINATION

- 7.1** The client has the right to terminate the Agreement at any time, within 90 days notice period. All installation costs, including travel and lodging expenses and previously given discounts should be covered by the client in case of termination in the first year.
- 7.2** 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 90 days prior to any suspension, modification or termination of the affected Service. If the Client has prepaid any amounts for any Services terminated, such prepaid amounts shall be reimbursed.
- 7.3** I-care shall have the right to suspend or terminate the Agreement at any time 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.

- 7.4** Upon termination of the Agreement for whatever reason, the Client shall promptly (and in any event within 30 calendar days) return the Products (agreed during the commissioning acceptance) 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 will be at the Client's costs and risks. 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. This Clause does not apply if the Client has selected the Hybrid model.

CLAUSE 8 LIMITATION OF LIABILITY

- 8.1** 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.
- 8.2** 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.
- 8.3** 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 (including tort, breach of contract, statutory duty, or negligence) shall not exceed 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 multiple claims do not extend it.
- 8.4** 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.
- 8.5** The Parties agree that the limitation of liability obligations outlined in this Clause shall survive the termination of the Agreement.

CLAUSE 9 MUTUAL NON-DISCLOSURE AGREEMENT

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** 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.

CLAUSE 10 INTELLECTUAL PROPERTY RIGHTS

- 10.1** 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.
- 10.2** 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).
- 10.3** 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.
- 10.4** Except as provided in Clause 10.1, 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.

- 10.5** 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.
- 10.6** 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.
- 10.7** The Parties agree that the obligations outlined in this Clause shall survive the termination of the Agreement.

CLAUSE 11 UNDERTAKINGS OF THE PARTIES

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.
- 11.4** 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.

11.5 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 12 NOTICES

12.1 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 13 AMENDMENT OF THESE TERMS AND CONDITIONS

13.1 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.

13.2 Any Client who does not accept any change to the Terms and Conditions may terminate the Agreement without penalty, by written notice

CLAUSE 14 MISCELLANEOUS

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

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

14.7 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 15 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.

“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.

“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.

“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 10.3 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.

“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.

“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.