

DISRUPTIVE TECHNOLOGIES. MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

This Master Services Agreement Terms and Conditions (“MSA Terms”) is entered into by and between Disruptive Technologies US Inc., a Delaware corporation, with a business address at 505 North Angier Ave NE Floor 3 Atlanta, GA 30308, USA, and Disruptive Technologies Research AS, a Norwegian corporation, with a business address at Strandveien 17, 1366 Lysaker, Norway (collectively “DT”), and the customer ordering products and/or services from DT pursuant to contracts of sale that incorporate these MSA Terms therein by reference or attachment (the “Customer”). These MSA Terms shall apply to any delivery of products or services from DT to the Customer, and to any commercial relationship to which the parties agree in writing or otherwise that these MSA Terms shall govern, whether executed by Disruptive Technologies US Inc. or Disruptive Technologies Research AS based on the Customer’s jurisdiction. The products in the form of tangible goods (such as, by way of example and not limitation, sensors and connectors) are referred to herein as “Products,” and the services and access and use rights supplied under these MSA Terms (such as, by way of example and not limitation, software-as-a-service and related installation and support services) are hereinafter referred to as “Services”.

0. Definitions

For purposes of these MSA Terms, the following terms have the meanings set forth below:

- **“Primary Subscription”** means the initial invoiced subscription for Products and Services, establishing the primary term and Primary Invoicing Cycle, paid annually in advance (unless otherwise stated in the sales quotation or purchase order)
- **“Primary Invoicing Cycle”** means the annual billing cycle established by the Primary Subscription, as described in Clause 3.4.
- **“Annual Subscription Invoice”** means the invoice issued annually aligning all subscriptions to the Primary Subscription’s annual subscription period, issued at the start of each Primary Invoicing Cycle, as described in Clause 3.2.
- **“Expansion Subscription”** means an additional subscription for Products or Services after the initial invoice, paid annually in advance for a full 12-month period from the addition date (unless otherwise stated in the sales quotation or purchase order)
- **“Services Subscription”** includes any subscription for Services, including software-as-a-service, and is synonymous with “Software Subscription” unless otherwise specified.
- **“Order Confirmation”** means the written acceptance by DT of a Purchase Order, specifying delivery and terms.
- **“Authorized Users”** means Customer personnel and/or designees registered with DT credentials for Service access.
- **“Platform Services Subscription”** means the subscription providing access to DT’s proprietary cloud platform for Product operation.
- **“Renewal Period”** means each 3-year term following the Minimum Subscription Period, subject to notice.

- **“Termination of Service”** means the cessation of Services upon notice or breach, per Clause 6.
- **“Installation Credit”** means a one-time credit applied as a rebate amortized over the initial 3-year Minimum Subscription Period to allow time for hardware installation following subscription commencement, which is the 1st of the month following shipment, as described in Clause 3.2.

The following figure illustrates the invoicing cycle for a Primary Subscription starting at the beginning of year 1, with an Expansion Subscription starting in the middle of year 1, and an Expansion Subscription starting in the middle of year 3:

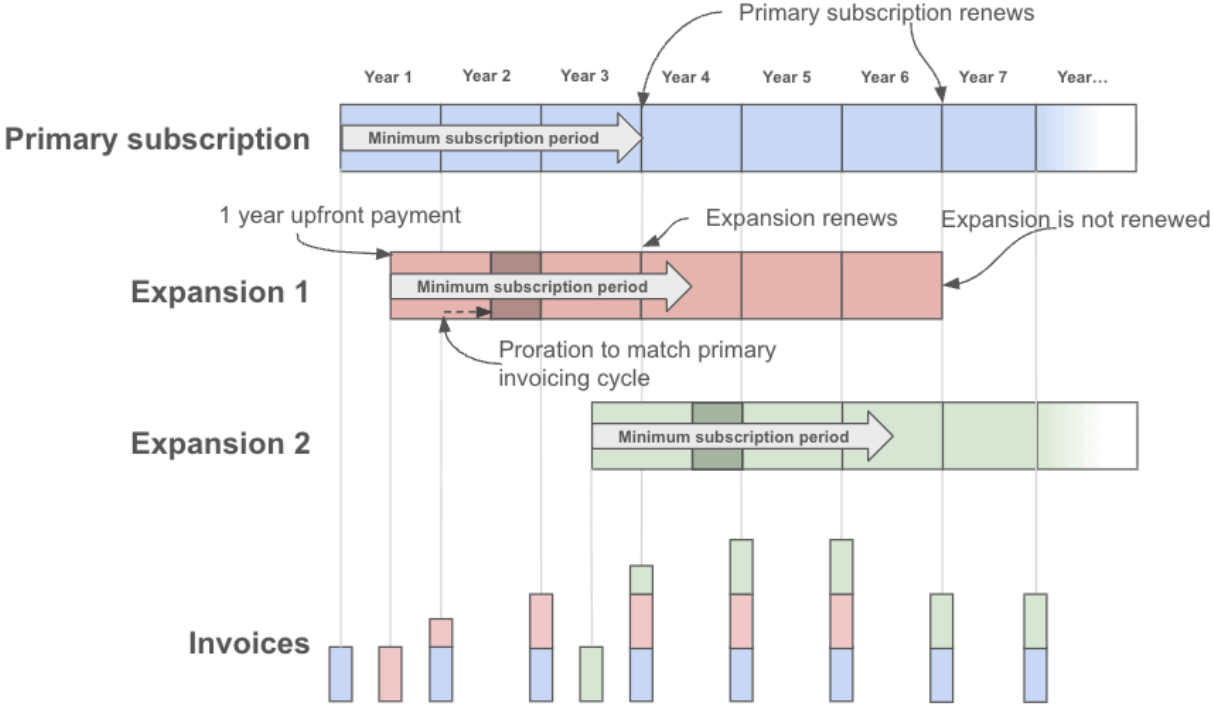


Figure 1 Subscription payment cycle

In the example above, except for the initial one-year upfront payment required for each Expansion Subscription, all invoices are issued annually in accordance with the Primary Invoicing Cycle. Each Expansion Subscription will be prorated in its second invoice to align with the Primary Invoicing Cycle. Fees are subject to the applicable sales quote and to adjustment under Clause 3.6 upon renewal.

These MSA Terms shall be applicable as soon as the Customer issues orders in whatever form (“Purchase Orders”) for Products or Services from DT, and constitute an integral part of any agreement between DT and the Customer related to Products or Services (each a “Contract”). The Customer’s terms and conditions are hereby expressly rejected, and these MSA Terms shall apply exclusively to all Contracts. Key subscription terms explained:

1. MSA Terms

Each Contract governed by these MSA Terms shall become effective upon its execution by both parties and shall continue in effect for so long as any Services Subscription Term remains in effect (the “Term” of a Contract). These MSA Terms shall apply to all Customer-issued orders in whatever form for Products or Services from DT that are accepted by DT (each a “Purchase Order”) in writing by issuance of a written order confirmation (each an “Order Confirmation”) or by performance, and such Purchase Orders (excluding any preprinted, pre-populated, or other unilateral terms contained therein, which are hereby deemed void) shall constitute, together with these MSA Terms, a binding Contract. DT may make changes or modifications to these MSA Terms from time to time (each a “Modification”), provided that such changes do not materially reduce the Customer’s rights or remedies. Customers will be duly notified of a Modification by DT, and unless the Customer objects in writing within thirty (30) days from the date of first notice, the Modification will apply as of the expiry of the thirty (30) days’ notice period to all existing Contracts and future Purchase Orders.

These MSA Terms govern the Customer’s use of platform-locked Products (e.g., sensors, cloud connectors), and the services offered by the Platform Services Subscription.

2. Use of Products and Services

2.1 Customer and Authorized Users’ Use of Services and Products

Subject to and conditioned on Customer’s payment of fees and compliance with these MSA Terms, DT hereby grants to the Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Customer personnel properly registered with log-in credentials through use of the Services (“Authorized Users”) in accordance with these MSA Terms. Customer represents and covenants that its, and its Authorized Users’, use of the Products and Services, including without limitation their incorporation into Customer’s applications and/or products, shall not be in breach of these MSA Terms. Each party shall comply with all laws applicable to such party (including without limitation environmental laws such as regulations on electronic waste governing the disposal of the Products). Such use is limited to the Customer’s internal business purposes. DT shall provide to Customer the necessary passwords and network links or connections to allow Customer and Authorized Users to access the Services.

Customer shall not use the Services for any purposes beyond the scope of the access granted in these MSA Terms. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or related documentation, in whole or in part, provided, however, Customer may make customary copies of documentation as reasonably necessary for use of the Products and Services; (ii) except as otherwise agreed in this MSA, rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary

notices from the Services or documentation; or (v) use the Services or documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. The Customer shall not, without prior written consent from DT, use or allow the use of the Products or Services in any manner that would infringe the Intellectual Property rights of DT or third parties or otherwise violate applicable law. The Products (e.g., sensors, cloud connectors) are platform-locked and inoperable without an active Software Subscription, requiring proprietary cloud platform access.

Customer is responsible and liable for all uses of the Services and related documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these MSA Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these MSA Terms if taken by Customer will be deemed a breach of these MSA Terms by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of these MSA Terms' provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

2.2 Excluded Third Parties

The Customer guarantees not to offer or otherwise make available the Products and Services to any third parties which are

(i) located outside of the DT Approved Territories listed here:

[\[https://support.disruptive-technologies.com/hc/en-us/articles/360020717214-What-countries-and-regions-do-you-support-\]](https://support.disruptive-technologies.com/hc/en-us/articles/360020717214-What-countries-and-regions-do-you-support-)

(ii) subject to sanctions, export control or regulatory prohibitions, or

(iii) otherwise specified in writing by DT. Note: DT sensors and Cloud Connectors sold in US/CAN and EU/EEC/UK and other areas are unique products with unique SKUs.

2.3 Export Restrictions

The Customer agrees to comply with all applicable United States, EU/EAA, and national export control laws and regulations concerning the export and re-export of Products, Services, technology, and documentation, including without limitation, the laws, rules and regulations administered by the United States Department of Commerce, the United States Department of State and the European Regulation (EU) 2021/821.

3. Subscription, Delivery, and Payment

3.1 Orders

The Customer shall in each Purchase Order indicate to DT which types and quantities of Products and/or Services they intend to purchase. The prices for Products and Services ordered shall be those specified in the applicable sales quote provided to the Customer by DT, which may vary between the Primary Subscription and Expansion Subscriptions based on order specifics.

3.2 Services, Subscriptions and Minimum Subscription Period

Unless DT otherwise agreed in the applicable Order Confirmation, the Customer shall subscribe to the Services for a minimum period of three (3) years ("Minimum Subscription Period") with respect to each of the Products ordered under the Primary Subscription or any Expansion Subscription, commencing on the 1st of the month after the date of shipment of the Products. Customers may request a variation in writing, subject to DT's approval in the Order Confirmation. Following this commencement delay, Customers receive a 2-Month Installation Credit, amortized as a rebate over the initial 3-year Minimum Subscription Period to allow additional time for hardware installation, reducing the annual subscription fee accordingly.

Upon expiry of the Minimum Subscription Period, the Subscription for the Services will automatically be renewed for successive three (3)-year periods of renewal (each a "Renewal Period") thereafter unless either party provides the other party with written notice at least one (1) month prior to the end of the Minimum Subscription Period or Renewal Period. (The Minimum Subscription Period and all Renewal Periods are together referred to as the "Subscription Term.") The Annual Subscription Invoice means the invoice issued annually aligning all subscriptions to the Primary Subscription's annual subscription period, covering the full 12-month subscription fee for the Primary Subscription and any Products at the start of their annual subscription period, and a pro-rata subscription fee for any added Products, calculated from the date of their addition to the end of the Primary Subscription's annual subscription period, as specified in the initial sales order. DT undertakes to notify the Customer at least two (2) months before the expiry of the current subscription period of the forthcoming automatic Renewal Period, including details of any price increases to be applied to the subscription fee for the renewal period. Such notice shall be provided in a clear and conspicuous manner, such as via email to the Customer's registered address. Notwithstanding any provision to the contrary, execution of an Expansion Subscription will not extend the Subscription Term of the Primary Subscription or any prior Expansion Subscription.

3.3 Delivery

Unless otherwise agreed, delivery shall be made FCA, Free Carrier (in accordance with INCOTERMS 2020) at the time and place set out in the Order Confirmation. Title to the Products passes to the Customer upon delivery in accordance with FCA (INCOTERMS 2020), subject to payment of all applicable fees. Unless explicitly instructed otherwise by the Customer in the Purchase Order and confirmed by DT in the Order Confirmation, DT will pack and mark the Products properly, arrange for the shipment of the Products and invoice the Customer for the associated shipment cost. Installation is optional and may be performed by the Customer

using provided manuals or by a certified partner for an agreed fee, ensuring compliance with facility requirements.

3.4 Terms of Payment

DT will invoice Customers annually in advance for the 12-month subscription fee (including Primary/Expansion Subscriptions, subject to the aforementioned proration), net of the 2-Month Installation Credit where applicable, within 15 days of the subscription start, per the sales order. Invoices will also include any applicable installation or delivery fees, and other chargers per the agreed order.

The Customer is responsible for applicable sales taxes payable as a result of the transactions under this MSA, as determined by DT in accordance with applicable state tax laws (e.g., Ga. Code Ann. § 48-8-2) and for all other taxes, duties, tariffs and import fees with respect thereto (collectively, "Taxes").

For each Annual Subscription Invoice, as defined in Clause 0 and described in Clause 3.2, the Customer shall receive a single invoice aligning all subscriptions to the Primary Subscription's annual subscription period. The invoice shall cover the full 12-month subscription fee for the Primary Subscription and any Products at the start of their annual subscription period, and a pro-rata subscription fee for any added Products, calculated from the date of their addition to the end of the Primary Subscription's annual subscription period, as specified in the initial sales order. The Annual Subscription Invoice shall be issued no later than 15 days prior to the expiry of the previous annual subscription period or the Minimum Subscription Period.

All invoices shall be paid by the Customer within 30 days of the invoice date. Any amount not paid when due shall accrue a late payment charge at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower, until fully paid. In the event of late payment, DT may, after providing written notice to the Customer, at its sole discretion, reduce or suspend the performance of any Services to the Customer until the overdue amount is paid in full via EFT or other electronic fund transfer methods.

3.5 Product Additions and Early Termination

When the Customer adds a new Product to the MSA terms during the Services Subscription Term, each added Product shall be subject to a new, independent 3-year Minimum Subscription Period, commencing on the date the Product is added. In the event of termination of any subscription for initial or added Products prior to the completion of its respective 3-year commitment period, the Customer shall pay an early termination fee as liquidated damages, not as a penalty. This fee shall equal the total subscription fees for the remaining months of the 3-year commitment period for the terminated Product(s), calculated based on the applicable

monthly rate at the time of termination. The early termination fee shall be invoiced in full by DT to the Customer within 2 months following receipt of the Customer's termination notice.

3.6 Prices and Price Adjustment

Upon renewal of the Services Subscription Term, the subscription fee for the Renewal Period may be adjusted to reflect DT's then-current pricing for comparable active Customer Subscriptions. DT shall notify the Customer of any price adjustment at least two (2) months prior to the expiry of the current subscription period, with such notice provided in a clear and conspicuous manner, such as via email to the Customer's registered address, and including details of the adjusted subscription fee for the Renewal Period. The adjusted prices for Services shall apply to renewed Subscriptions as of the renewal date and will be reflected in the Annual Subscription Invoice issued no later than fifteen (15) days prior to the start of the Renewal Period.

All prices are exclusive of Taxes, and Customer shall be responsible for all Taxes relating to the Customer's purchase of the Products and Services hereunder. "Taxes" means any customs, duties, tariffs, and excise, sales, use, or value added taxes. Notwithstanding the foregoing, Customer shall not be responsible for Taxes to the extent that such Taxes are based on DT's net income.

4. Proprietary Rights

4.1 Right to Customer's Data

The Customer shall have all rights to any data and information accumulated through the Customer's and its Authorized Users' use of the Services ("Data"). However, the Customer grants to DT an irrevocable, perpetual and worldwide right to use the Data (provided such Data is sufficiently anonymized and/or aggregated by DT so that the Customer or its Authorized Users are in no circumstances identifiable) in accordance with the terms set out herein, and always subject to obligations of confidentiality set forth in these MSA Terms. Such anonymized and/or aggregated Data may be used for the purpose of further development of the Products and Services and for statistical and operational efficiencies purposes.

The Customer furthermore acknowledges and approves that DT personnel may be given automatic access to the Customer's Services account and to Data available therein in order to carry out necessary Customer support.

4.2 Intellectual Property Rights

As between DT and Customer, and subject to Clause 4.3 below, DT and its Affiliates, licensors, successors and assigns (where applicable), retain sole and exclusive ownership of all associated intellectual property rights, including without limitation all patent, trademark, copyright, and other proprietary rights in and to the Products and Services, and their manufacturing and design (the "DT Intellectual Property" or "DT IP"). DT hereby grants Customer a limited, nonexclusive license to use the DT Intellectual Property to the extent

required for the use of the Products and Services as permitted under these MSA Terms. Any other use of the DT Intellectual Property is prohibited.

The Customer acknowledges that DT Intellectual Property contains DT's valuable trade secrets and is protected by applicable laws. To the extent any intellectual property rights in relation to the Products or Services for whatever reason should vest in Customer, Customer hereby assigns, transfers, and conveys to DT, all of the Customer's right, title, and interest in and to such intellectual property rights. The Customer further agrees to execute and deliver any applications, assignments, and other documents, and take such other action under applicable law, as DT may reasonably request in order to fully vest DT's rights in such intellectual property rights.

In the event the Parties agree on collaborating with the specific goal of developing new intellectual property, the terms for such collaboration and intellectual property ownership must be set forth in a separate written agreement.

If and to the extent Customer wants to certify any of the Products for a specific purpose, or generally according to industry or technical standards, its production process or the like, DT shall be informed and must consent to Customer initiating or completing such process, consent not to be unreasonably withheld or delayed. DT may require as a reasonable condition for giving its consent that it is given access to and right/benefit of use for any purpose whatsoever (including re-sale) of all documentation, procedures and certifications obtained at no charge. The Customer further agrees not to re-brand or re-name any Products or Services covered by these MSA Terms, including, but not limited to, Sensor Hardware, Cloud Connector Hardware, DT Studio, Accessories etc. without prior written approval from DT.

4.3 Open Source Elements

The Products and Services may contain elements (such as software) developed by third parties and published under Open Source license terms (the "Open Source Elements"). DT shall provide Customer with a list of such Open Source Elements and the applicable license terms via a DT published notices page or upon request. . DT is not the owner of the intellectual property rights regarding the Open Source Elements, and the use thereof by the Customer shall be governed by the applicable Open Source license terms. The Customer shall at all times comply with such Open Source license terms.

4.4 Customer Feedback

If Customer or any of its employees or contractors sends or transmits any communications or materials to DT by mail, email, telephone, or otherwise, suggesting or recommending changes to the DT IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), DT is free to use such Feedback subject to applicable law. Customer hereby assigns to DT on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and DT is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts,

techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although DT is not required to use any Feedback.

5. Limited Product Warranty, Liability Limitations

5.1 Product Replacement Commitment

DT shall replace Products (e.g., sensors, cloud connectors) that are defective while they are used with an active Services Subscription and comply with DT's user instructions. If a Product is discontinued and no substitute is available or at a similar price, DT may, at its discretion, decline to replace the Product in which case subscription fees will end for the Product. If a defect appears while under subscription, DT shall, at its discretion, either promptly repair or replace the defective Product, provided that the defect is not caused by:

- a) Wrongful or improper use by Customer. Defects caused by wrongful or improper use, lack of or wrongful maintenance or any repair undertaken without the prior consent of DT or the Products to the Customer or the Authorized Users. Wrongful or improper use means use that deviates from the user instructions provided to the Customer by DT from time to time, either through Product datasheets or other written or oral communication, including but not limited to excessive use beyond default use or by applying settings other than defined in the relevant documentation provided by DT (relating to battery lifetime, radio range or the like) or by not complying with any other routines, instructions, procedures and guidelines for the use of the Products by the Authorized Users.
- b) Change of technology risk. Necessary adjustments to or replacements of the Products due to regulatory changes, new technology standards and protocols, or other circumstances outside the control of DT which may impair the usability of the Products, or
- c) Development risk: If the product could not have been considered defective based on appropriate testing according to the selection and technical knowledge available at the time when the product was put into circulation

The Customer shall examine the Products upon delivery. If any defects are found, the Customer shall notify DT thereof in writing without undue delay thereafter, providing reasonable details of the nature and the circumstances of the defect.

If DT chooses to repair the defective Products, DT shall advise the Customer of the applicable return procedures and shall cover the reasonable transportation costs for the return of any defective Products from the Customer's place of business (as stated in the Purchase Order) to the place where the repair shall take place. Under no circumstances whatsoever shall DT be liable for any costs relating to return of Products from the Authorized Users.

5.2 Limited Services Warranty and Disclaimer of Other Warranties

DT warrants to Customer that the Services will conform in all material respects to DT's published specifications and descriptions when accessed and used in accordance with applicable Services documentation. DT does not make any representations or guarantees regarding uptime or availability of the Services beyond those specified in these MSA Terms. The remedies set forth in these MSA Terms for any Product or Services non-conformity with warranties or Service-level Commitment are Customer's sole remedies and DT's sole liability under the limited warranties set forth in these MSA Terms or otherwise with respect to the Products and Services. THE FOREGOING WARRANTIES DO NOT APPLY, AND DT STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THESE MSA TERMS, THE PRODUCTS, THE SERVICES AND THE DT IP ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, AND DT HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR TRADE PRACTICE. DT MAKES NO WARRANTY OF ANY KIND THAT THE DT IP, OR ANY PRODUCTS OR SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

5.3 Liability Limitations

The liability of the parties shall be unlimited with respect to the following ("Excluded Claims"): (i) for actual damages caused by gross negligence, fraud or willful misconduct, (ii) for death or bodily injury caused by that party or its affiliates, (iii) in case mandatory law provides for an unlimited liability, and (iv) subject to Clause 5.2 above, a party's indemnification obligations and liabilities arising under Clause 5.4 below of these MSA Terms.

EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT SHALL EITHER PARTY, INCLUDING ITS AFFILIATES (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS AND THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY AND ITS AFFILIATES FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THIRD-PARTY CLAIMS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL (WHETHER SUCH LOSSES ARE DEEMED DIRECT OR INDIRECT LOSSES BY APPLICABLE LAW), NOR FOR ANY OTHER INDIRECT, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALWAYS SUBJECT TO THE FOREGOING PROVISIONS OF THIS CLAUSE 5.3, DT'S CUMULATIVE AND MAXIMUM AGGREGATE LIABILITY TO THE CUSTOMER ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH ANY PURCHASE ORDER(S) OR THE

PRODUCTS OR SERVICES DELIVERED THEREUNDER, WHETHER SO ARISING BY VIRTUE OF TERMINATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AT LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO 100% OF THE FEES AND PRICES PAID BY CUSTOMER UNDER THE APPLICABLE PURCHASE ORDER OR ONE MILLION DOLLARS, WHICHEVER IS THE LESSER AMOUNT.

5.4 Indemnity

DT will defend, indemnify and hold Customer harmless against any and all liability, damages, losses, costs, or expenses ("Liability") resulting from any third-party claims made or suits brought against Customer to the extent such Liability arises from: (a) infringement or violation of the patent, copyright, trademark, trade secret, or other proprietary rights of any third party resulting from use of the Products or Services in accordance with these MSA Terms; (b) claims that Liability in the nature of bodily injury or tangible personal property damage resulted from the negligence or willful misconduct of DT; or (c) DT's violation of applicable laws. If a Product or Service or part thereof is, or, in the opinion of DT, could become the subject of a lawsuit regarding infringement of third-party rights, DT may choose to

- obtain for the Customer the right to use the Product or Service exempt from any liability,
- replace the Product or Service with another functionally equivalent product or service,
- modify the Product or Service in such a way that it no longer infringes on the rights of any third party, or

If none of the aforementioned choices can be implemented with economically reasonable efforts, DT shall, as Customer's sole remedy with respect to such infringement-related lawsuit or possible lawsuit, take back the Product and refund the price paid pro rata, based on linear depreciation over five years, terminate the applicable Service and refund on a pro-rata basis any fees paid in advance.

The Customer shall defend, indemnify and hold DT and its Affiliates harmless from and against any and all Liability resulting from third-party claims brought against DT to the extent such Liability arises from infringement or violation of the patent, copyright, trademark, trade secret, or other proprietary rights of any third party resulting from use of the Products or Services in violation of these MSA Terms. Nothing in these MSA Terms or in any Contract shall be construed as creating a contractual relationship between DT and Authorized Users. DT's sole responsibility in respect of the Authorized Users is to make the Products and Services available to the Customer for use by Authorized Users on the Customer's behalf, DT shall have no obligation or liability to Authorized Users for any claim, complaint or request from the Authorized Users in relation to the Products and Services.

The Parties' respective duties of indemnification pursuant to this Clause 5.4 shall apply only if: (i) the Party seeking indemnification (the "Indemnified Party") notifies the other Party (the "Indemnifying Party") in writing of the claim without undue delay after the Indemnified Party

becomes aware thereof, (ii) the Indemnified Party permits the Indemnifying Party solely to defend, compromise, or settle the claim, and (iii) the Indemnified Party provides all available information, assistance, and authority to enable the Indemnifying Party to do so, at the reasonable expense of the Indemnifying Party. The failure of the Indemnified Party to deliver notice to the Indemnifying Party after the commencement of any such action, if prejudicial to the Indemnifying Party's ability to defend such action, shall relieve the Indemnifying Party of any liability to the Indemnified Party caused by the failure to provide timely notice.

6. Termination and Suspension

Either party shall be entitled to terminate a Contract without liability effective upon notice to the other party if the other party: (i) becomes insolvent or (ii) fails to cure its material breach of the applicable Contract or these MSA Terms within thirty (30) business days following its receipt of written notice of such breach from the non-breaching Party. Non-payment of amounts due under the Contract shall always be considered a material breach of these MSA Terms.

Notwithstanding anything to the contrary in these MSA Terms or in any Contract, DT may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) DT reasonably determines that (A) there is a threat or attack on any of the DT IP; (B) Customer's or any Authorized User's use of the DT IP disrupts or poses a security risk to the DT IP or to any other customer or vendor of DT; (C) Customer, or any Authorized User, is using the DT IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) DT's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of DT has suspended or terminated DT's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). DT shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. DT shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DT will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur solely as a result of a Service Suspension.

7. Cloud Services

7.1 Applicability

The provisions of this Clause 7 shall apply for the use of DT's Cloud Services. "Cloud Services" do not cover any underlying infrastructure, network or other non-cloud related services required to access and use the Services, such as mobile communication services or radio link between the wireless Sensors and cloud connector and the global internet connection.

The Customer is granted access to Cloud Services as set out in the Order Confirmation. Cloud Services include mandatory internal client account setup (e.g., cloud configuration, user permissions), necessary for system functionality and non-separable from the Software Subscription. Cloud Services include data storage for 30 days from the date of collection unless different terms are set within the sales quote or Purchase Order.

7.2 Subcontracting

DT is entitled to freely assign or subcontract the role as Cloud Services operator to a third party, in which event DT shall remain liable for the performance of the Cloud Services by such third party.

7.3 Service-Level Commitment

DT shall use commercially reasonable efforts to ensure a minimum average uptime percentage for Cloud Services of 99.5% during each calendar month during the Subscription Term (“Service-Level Commitment”).

Average uptime percentage means aggregated minutes of uptime experienced in a calendar month divided by the number of minutes in the relevant calendar month (44,640 for January, March, May, July, August, October and December, 43,200 for April, June, September and November and 40,320 or 41,760 (as relevant) for February).

Service-level credits will accrue according to the table below under the circumstances that the Service-Level Commitment is breached. The Customer must notify DT in writing within 30 days of experiencing the breach and must supply evidence of breach.

Service-level credits are credited on the next billing period. DT’s liability for breaches of the Service-Level Commitment is limited to the accrued penalties, which shall be the Customer’s sole and exclusive remedy, unless the breach constitutes a material breach under Clause 6, allowing termination.

| Average Uptime Percentage | Claimable Discount on Monthly Fee (Service-level Credits) |
|----------------------------------|--|
| 99.0% to < 99.5% | 5% |
| 95.0% to < 99.0% | 10% |
| < 95.0% | 15% |

7.4 Exclusions

The Service-Level Commitment does not apply under any of the following circumstances:

- Agreed upon suspension of the Cloud Services.
- Planned maintenance by DT, provided however that the Customer is given at least three (3) calendar days written notice. If maintenance is required due to security concerns or upon instruction by competent authorities, maintenance can be performed without prior notice being served.
- Latency due to Cloud Services being unreachable or not delivering data for a period of two (2) consecutive minutes or less.
- Errors caused by factors outside the reasonable control of DT or DT's subcontractors.
- Errors caused by Customer and/or third parties the Customer is responsible for, including but not limited to its Authorized Users.

7.5 API Usage, Limitations and Deprecation

DT grants the Customer a limited, non-exclusive, non-sublicensable, non-transferable license under DT's intellectual property rights to use the DT application programming interface ("DT API") for the purpose of developing and implementing customer-specific software solutions, products and applications integrating with DT's Products and Services.

Rate limits:

Rate-limiting may be applied to traffic to avoid service disruption for other API users. Rate-limits are observable through the API, and the Customer should develop their own software with rate limit handling in mind. The Customer must not attempt to exceed or circumvent limitations on access, calls and use of the DT API, or otherwise use the DT API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this Contract or the API Documentation.

Quota: DT may, in its sole discretion, set a quota on the Customer's DT API usage based on, among other things, the total number of Products and Services of the accounts under management by the API Access. Usage beyond these quotas may be charged by DT to the billing account associated with the API Access in accordance with applicable price schedules.

Deprecation: The DT API is constantly evolving and will have irregular changes, including backwards incompatible ones. API changes that break backwards compatibility will be introduced as a new API version. New API versions will go through a beta period of stabilization and testing before being marked as final. During the beta window, the version number will end in ".beta" to indicate that changes might still be applied to the API, and that it should not be used in a production setting. The exclusion of Product replacement commitment under Clause 5.1.b) shall apply to such beta versions.

DT will give notice to the Customer in due course before removing deprecated API versions. DT offers no guarantees, but will make commercially reasonable efforts to make APIs backwards compatible within major version releases. The replacement version will be available and production ready at time of deprecation at the latest.

7.6 Security

DT undertakes to implement security procedures to protect the Cloud Services from security attacks. Notwithstanding the foregoing, DT does not warrant, represent or covenant to the Customer that: (a) the security procedures are error-free or unbreachable, (b) transmissions of Customer's or its Authorized User's data is always secure, or (c) unauthorized third parties will never be able to defeat DT's or DT's third-party provider's security.

The Customer is responsible for assessing and implementing adequate measures, including but not limited to backup procedures, to ensure sufficient protection of own or Authorized User data and to be prepared to conduct their business without access to the Cloud Services.

Furthermore, the Customer is solely responsible for maintaining the security of the Customer's and its Authorized User's Cloud Service account, such as safekeeping of passwords and other confidential information.

The Customer must ensure that no malicious software that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data, is transmitted to the Cloud Services. The Customer shall regularly monitor its adherence to this obligation and shall immediately notify DT in writing if there is evidence or a significant risk that this obligation can no longer be met, in which case the Customer must either cease processing or immediately take other reasonable and appropriate steps to remediate such failure to provide adequate level of protection.

8. General Provisions

8.1 Merger and Severability

These MSA Terms, together with any other documents incorporated herein by reference and all related Contracts, constitutes the sole and entire agreement of the Parties with respect to the subject matter of these MSA Terms and the applicable Contract and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in these MSA Terms, the related Contracts, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, these MSA Terms and the applicable Contract; and (ii) second, any other documents incorporated herein by reference.

The provisions of this Contract are severable and if any of the provisions hereof are held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Contract shall remain binding and enforceable by and between the Parties. No waiver of any portion of this Contract shall be effective unless in writing signed by the waiving Party.

8.2 Notices; Amendments and No Waivers

Any notice, demand, request or delivery required or permitted to be given by a Party pursuant to the terms of the Agreement shall be in writing and shall be deemed given: (a) when delivered

personally, (b) on the next business day after timely delivery to a nationally recognized overnight courier (such as UPS or FedEx), or (c) on the fifth business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid), in each case addressed to the Party at such Party's address as set forth in the sales quote or Purchase Order or as subsequently modified by written notice.

Except for Modifications, no amendment to or modification of these MSA Terms or the applicable Contract is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these MSA Terms or the applicable Contract, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these MSA Terms or the applicable Contract will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

8.3 Independent Contractor Status

The parties are independent contractors under this Contract, and nothing herein shall be construed to create a partnership, joint venture, employer/employee, or agency relationship between the parties. Neither party shall have any authority to enter into agreements of any kind on behalf of the other party and shall not have the power or authority to bind or obligate the other party in any manner to any third party. Each party agrees to not represent itself as a partner, joint venture, agent, employer, employee, or general representative of the other party or to make any representations on the other party's behalf.

8.4 Force Majeure

"Force Majeure" means an occurrence beyond the control of the party affected, including (without limitation) acts of God, acts of war, labor strikes, epidemics, pandemics, power outages and failures of communications systems. Provided the impacted party has used reasonable efforts to avoid the failure or delay in performance, neither of the parties shall be considered to be in default in performance of its obligations under the applicable Contract to the extent such performance has been prevented by a Force Majeure event, and the Customer shall not be entitled to liquidated damages if the delay is caused by a Force Majeure event.

The party invoking Force Majeure shall notify the other party in writing without undue delay on the intervention and on the cessation of such circumstance. The party invoking Force Majeure is under an obligation to take all reasonable means to limit the effect of the impediment or event invoked upon performance of its contractual duties.

If the performance under any Contract is suspended under this Clause 8.4 for more than sixty (60) days, either party shall be entitled to terminate the Contract by written notice to the other party.

8.5 Privacy and Data Protection

To the extent the Customer makes available to DT any information that directly or indirectly identifies a natural person ("Personal Data"), the Customer guarantees to comply with all privacy, data security, and data protection laws, directives, regulations and rules in any applicable jurisdiction. The Parties agree that DT shall normally not be required to process any Personal Data (for example of Authorized Users) on behalf of the Customer in the course of the provision of the Services. In the event the Customer intends to process Personal Data or Protected Health Information (PHI) through the Services, including but not limited to user credentials or compliance data, the Customer shall notify DT in advance in writing, and the Parties shall enter into a separate Data Processing Agreement (DPA) to ensure compliance with applicable laws, including Regulation (EU) 2016/679 (General Data Protection Regulation), HIPAA (45 CFR § 164.504), CCPA/CPRA (Cal. Civ. Code § 1798.100), and other applicable national and state privacy laws and regulations.

8.6 Confidentiality

From time to time during the Term of any Contract, either Party may disclose or make available to the other Party information about its business affairs, products (including, without limitation, the Products and the Services), confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party if legally permitted and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the MSA, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire two years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8.7 No Assignment

Neither Party shall assign, delegate, sublicense, or transfer its rights or obligations under this Contract, in whole or in part, without the other Party's prior written consent, provided however that DT shall be entitled to assign all its rights and obligations pursuant to this Contract to a successor to its business which expressly agrees to assume DT's obligations hereunder, whether by a merger, a sale of all or substantially all of its assets, or otherwise.

8.8 Governing Law, Venue and Dispute Resolution

Each Contract, including these MSA Terms, and all questions concerning the validity, operation, interpretation, and construction of the MSA will be governed by and construed in accordance with the substantive laws of the State of Georgia, without regard to its conflicts of law provisions, for Customers in the United States or Canada. For Customers in the European Economic Area (EEA) or United Kingdom (UK), the governing law shall be the substantive laws of Norway. The exclusive venue for disputes arising out of any Contract or these MSA Terms shall be the courts of competent jurisdiction situated in Fulton County, Georgia, for U.S. and Canadian Customers, and the courts of competent jurisdiction in Oslo, Norway, for EEA and UK Customers, and the parties hereby submit to the personal jurisdiction of such courts.

Any controversy or claim arising out of, or relating to, any provisions of any Contract or these MSA Terms, or breach thereof, shall be referred for resolution to Customer's Chief Executive Officer, or his or her designee, and to DT's Chief Executive Officer, or his or her designee. If the Parties' respective officers, or their designees, cannot resolve the dispute within thirty (30) days after such referrals, a party may pursue litigation thereof in the courts situated in Fulton County, Georgia, if the Customer is a U.S. or Canadian customer, and the courts in Oslo, Norway, if the Customer is an EEA or UK customer.

8.9 US Compliance Terms.

If the Contract is one to which 42 C.F.R. Subpart D, sections 420.300–304 applies, DT shall, upon written request and until the expiration of four (4) years after the Services are furnished, make available to the Secretary of the Department of Health and Human Services, Comptroller General of the United States, and their duly authorized representatives books, documents and records necessary to verify the nature and extent of the cost of providing the Products and Services. If any subcontract entered into by DT is subject to 42 C.F.R. Subpart D, sections 420.300-304, such subcontract shall contain a clause to the same effect as this Section. Unless exempted, DT will comply, and require that its subcontractors certify compliance in writing, with all applicable Executive Orders, laws, and regulations, including but not limited to Executive Order 11246, as amended by Executive Order 11375 and the implementing regulations including 41 CFR § 60-1.4(a); Section 503 of the Rehabilitation Act of 1973, as amended, and the implementing regulations including 41 CFR Section 60-741.5(a); and the Vietnam War Veteran Readjustment Assistance Act of 1974, and the implementing regulations including 41 CFR Section 60-250.5(a). All of the cited regulations are incorporated herein by reference. The parties do not intend that this provision confer any rights on any third party. The Equal

Opportunity Clause as required by Section 202 of Executive Order 11246 (1965) and as contained in and required by 41 C.F.R. §60-1.4 (1984), "Equal Opportunity Clause," is incorporated herein by reference, if applicable. DT represents and warrants that it and its personnel are currently not and at no time have been debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. DT will immediately notify Customer of any threatened, proposed, or actual debarment, suspension, ineligibility or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that DT or its personnel is/are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the Term, Customer may immediately terminate this Contract and any or all orders for services or products upon notice.