

## TERMS OF USE

### FOR SENSILE IIOT-SERVICES

#### 1 Subject matter and Scope

- 1.1 These Terms of Use („**Terms of Use**“) shall apply in the version valid at the time of conclusion of the contract regarding the use of the IIoT-Services and software operated by Sensile Technologies SA, Rue de Lausanne 45, CH-1110 Morges („**Sensile**“), which are provided to the Client as end user („**Client**“).
- 1.2 Sensile provides standard IIoT solutions for industrial use ("**IIoT Services**") and makes them available to its Clients in a cloud environment as Software as a Service ("**SaaS**"). These IIoT solutions enable sensors and other hardware ("**Sensors**") for the monitoring and measurement of machines, tanks or other industrial facilities (collectively, "**Industrial Facilities**") to be connected to a cloud-based platform. On the platform, the data collected by the Sensors is analyzed, processed and made available to the users via an online user interface ("**Dashboard**"). Users can access the dashboard, view measurement data and make settings using end devices such as computers, tablets or smartphones ("**End Devices**"). The software products used to provide the IIoT services are hereinafter referred to as "**Contract Software**".
- 1.3 These Terms of Use apply as a framework agreement without Sensile having to refer to them again in each individual case. Other terms and conditions or conflicting terms and conditions shall not become part of the contract unless Sensile expressly agrees to their validity. The contract is concluded at the latest upon completion of the online registration process.
- 1.4 The services of Sensile are exclusively directed to customers who are entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity, who act in the exercise of their commercial or independent professional activity when concluding the contract. Use of the IIoT Services by consumers is excluded.
- 1.5 Sensile's contractual partner is exclusively the Client. If, within the scope of his use of the IIoT Services, the Client is given the opportunity to set up individual accesses to the IIoT Services for persons of legal age selected by him (e.g. employees, service providers, other authorized persons) ("**Subusers**"), such use shall be exclusively based on the contract between Sensile and the Client. There is no separate contractual relationship between Sensile and a Subuser. If the Subusers also make declarations on behalf of the Client in the context of the use of the IIoT Services, the Client must ensure that the Subusers are authorized to make declarations and conclude contracts on behalf of the Client. The Client is responsible for the use of the IIoT Services by the Subusers it has set up and is obliged to grant access to the IIoT Services only to employees who are of legal age and sufficiently qualified. The Client and the Subuser are hereinafter jointly referred to as the "**User**".

## **2 Registration**

- 2.1 Online registration is required to use the IIoT Services. During the online registration process, the Client will be asked to agree to these Terms of Use. At the latest upon completion of the online registration process, a contract of use in accordance with these Terms of Use is concluded between Sensile and the Client.
- 2.2 In the course of the registration process, each User is asked to define his login data. These consist of his e-mail address and a freely chosen password. In addition, all information required on the electronic registration form, such as company, address and contact data, as well as a contact person authorized to represent the registering company, must be provided completely and correctly during registration. When registering, the User may not impersonate another person or company or use a name or company that he or she is not authorized to use..
- 2.3 If registration data changes in the course of the user relationship, each User must immediately correct his data in his personal settings. If costs arise due to incorrect data, the Client is obligated to reimburse Sensile for these costs.
- 2.4 The registration, the contractual relationship and the user account including login data are not transferable. This applies to all Users. Profiles of Subusers must be deleted when they leave the company and, if necessary, newly created for their successors.
- 2.5 Sensile does not guarantee that each User is in each case the person the respective User claims to be. Sensile reserves the right to verify the identity and information of Users upon registration. Users therefore authorize Sensile, as a matter of precaution, to use all registration information to verify the accuracy of the information provided (including any updates thereto).

## **3 Responsibility for the login data**

- 3.1 The login data, including the password, must be kept secret by each User and must not be made accessible to unauthorized third parties under any circumstances.
- 3.2 It is also the User's responsibility to ensure that his access to the IIoT Services is exclusively by the respective authorized User. If it is feared that unauthorized third parties have gained or will gain knowledge of the access data, Sensile must be informed immediately.

The Client is fully responsible for any use and/or other activity carried out under its login data, as well as for the activities of its Subusers.

## **4 Provision of IIoT Services**

- 4.1 Sensile provides IIoT Services for the analysis, display, visualization and storage of measurement data. In addition, the user can link events (e.g., alarm) to the occurrence of certain measured values. Detailed information on the services provided can be found in the respective service description. SaaS services include the provision of the Contract Software on servers of Sensile (Software as a Service), Platform as a Service, Desktop as a Service as well as services in the areas of monitoring, maintenance and support.

- 4.2 Sensile has no influence on the nature of the data transmitted by connected Industrial Facilities and Sensors of the Customer or stored by a User in the Dashboard. There is no evaluation or validation of the transmitted data, in particular not for content, quality, completeness, and/or correctness. The evaluation processes carried out on this basis therefore do not represent any ultimately binding recommendations for action.
- 4.3 Any alerts, information and evaluations issued via the IIoT services do not constitute real-time information and are intended only as support or as an aid. Such information may not be used in any safety-related and/or operational processes and does not replace any independent examination and/or critical judgment by the User as to whether and which organizational and technical measures are to be taken with regard to the use and operation as well as the safety of Industrial Facilities and the Client's production processes. In particular, Sensile does not conduct a legal review of whether the purposes pursued with the use of the IIoT Services by the Client are lawful, e.g. with regard to data protection or labor law aspects. To this extent, the User is solely responsible for the use of the IIoT Services and their application to specific purposes.
- 4.4 Insofar as Users are given the opportunity to store files and documents on servers of Sensile, which they can access in connection with the use of the IIoT Services, Sensile is only responsible for providing storage space. Sensile does not have any custodial or safekeeping obligations with respect to the data transmitted and processed by the Users. The User is responsible for compliance with relevant statutory retention periods.

## **5 Remuneration**

- 5.1 The amount of the remuneration to be paid by the Client shall be determined by the respective offer. In the event of a purchase from an authorized dealer, the remuneration shall be based on the agreement with this dealer (cf. Section 21). All fees stated are exclusive of the applicable statutory value-added tax.
- 5.2 Unless otherwise agreed, Sensile shall invoice the User in advance for the remuneration contractually owed for the respective billing interval. The billing intervals will be communicated together with the other terms of payment prior to the first use. Invoicing shall be carried out exclusively electronically by sending the invoice by e-mail. All invoices are generally payable without deduction no later than 30 calendar days after the invoice date, unless expressly agreed otherwise.
- 5.3 During any agreed test or trial period, the chargeable contractual services are provided free of charge to the agreed extent. The permission to use the Sensile IIoT Services shall end automatically upon expiry of the test or trial period.

The User may only assert a right of retention if it is based on the same contractual relationship. The User may only offset claims of Sensile against uncontested or legally established claims.

## **6 Service offering and availability**

- 6.1 In order to connect all components of the IIoT Services and to be able to use them as a SaaS service via the Dashboard, at least one Sensor and one End Device as well as

registration are required. If one of these components is missing, no or at most limited use is possible.

- 6.2 The handover point for the IIoT Services is the router exit to the Internet of the data center used by Sensile. The connection of the Client to the Internet and the connection to the aforementioned router output, the maintenance of the network connection as well as the procurement and provision of the hardware and software environment required on the part of the Client are not part of the services owed by Sensile.
- 6.3 Sensile endeavors to ensure that the usability of the IIoT Services is as uninterrupted as possible. The weekly uptime is 24/7 and Sensile guarantees an availability of the IIoT Services at the delivery point of 95%. Availability is the measure of the time during which the IIoT Services must be available to the Client as intended within the operating hours. The availabilities refer to the respective calendar month average.
- 6.4 Technical faults (e.g. interruption of the power supply, hardware and software errors, technical problems in the data lines, data loss in radio transmissions) may cause temporary restrictions or interruptions. In the following cases, downtimes are not taken into account when determining availability:
- (i) The failure was caused by User's or third party's services, software or hardware, or lack of or disrupted network or cellular connectivity at Client's chosen location;
  - (ii) The Outage was caused by a culpable breach of these Terms of Use or misuse of IIoT Services. Specifically, misuse occurs when Sensile had previously directed a User to change the use of the IIoT Services based on legitimate interests and the User failed to change the use as directed;
  - (iii) It is a pre-release, beta or trial version of the IIoT Services;
- 6.5 It is a service provided without charge, unless the failure was caused by Sensile's malicious intent. Sensile reserves the right to supplement the IIoT Services with updates and new releases or to impose a time limit on the use of the services provided. The Client has no claim to the retention of certain versions or releases.

## 7 Support

- 7.1 Sensile shall provide the Client with general support ("**Sensile Support**") on weekdays, excluding Swiss national public holidays, between 09:00 (CET) and 17:00 (CET), which can be reached via email [helpdesk@sensile.com](mailto:helpdesk@sensile.com) or telephone +41 21 805 03 12, at Sensile's option.
- 7.2 Part of the Sensile Support is to assist the User in case of technical questions and malfunctions of the IIoT Services. In doing so, the User is obliged to describe the occurring problem in reasonable detail.

## 8 Obligations of the Client to cooperate

- 8.1 The Client itself is responsible for the creation of the technical requirements necessary in the User's area of responsibility for the use of the IIoT Services in accordance with the Agreement (in particular end devices, web browser and Internet access, installation of sensors and telemetry units, connection via WLAN, WAN, mobile network or LPWAN, provision of the appropriate Sensors and industrial equipment). Sensile does not owe

any advice in this regard. If apps or other applications are provided to the User within the scope of use, the User is obliged to always use them in the version currently offered.

- 8.2 Each User must create the appropriate conditions on its End Device for the use of the IIoT Services (e.g., configure e-mail reception) and, if necessary, activate required authorizations (e.g., for push messages) on its End Device.
- 8.3 The Client must sufficiently test the IIoT Services before going live. Sensile does not assume any liability for damages due to insufficient testing.
- 8.4 The User shall immediately report any malfunctions, damages or errors to Sensile with a description of the error as concrete as possible. The Client shall inform Sensile without delay if unauthorized access to the IIoT Services, unauthorized copying, use or any other unauthorized action has occurred or is threatened to occur.
- 8.5 Notwithstanding any alerts, notices or other recommendations issued via the IIoT Services with respect to the industrial facilities operated by the Client, the Client shall remain responsible for the operation, supervision and maintenance of its industrial facilities. The Client shall examine any notices at its own dutiful discretion and implement the measures actually required accordingly at its own responsibility.
- 8.6 In the case of local data hosting, the User itself is responsible for backing up its data generated by means of the IIoT Services, unless the backing up of data is expressly the subject of the contractually agreed services.
- 8.7 The User agrees to perform certain activities, such as a reboot, on the used devices upon Sensile's request. This has to be done by the User's own personnel and at the User's own expense.

## 9 Technical Data

- 9.1 When an IIoT Services goes into operation, measurement data on the one hand and operational and status information ("**Metadata**") on the other hand are automatically processed..
- 9.2 The measurement data shall include in particular:
  - (i) Respective measured values of the integrated Sensors;
  - (ii) Date and time stamp of the measured value acquisition;
  - (iii) Unique identification numbers of the Sensor(s).
- 9.3 The metadata shall include, in particular:
  - (i) Date and time stamp of the data transmission;
  - (ii) Quality of the radio link during the data transmission;
- 9.4 Radio cell(s) used for the data transmission. The Technical Data will be processed for the Users and made available via the Dashboard.
- 9.5 If technical data are processed on Sensile's IT infrastructure, these technical data may also be processed for Sensile's own purposes. As a rule, the processed technical data have no personal reference for Sensile and are used in particular for the improvement

of the IIoT Services and new product development. Access to or disclosure of the technical data of individual Clients to third parties will only be made to the subcontractors used for the provision of services by Sensile or to the extent necessary for the provision of the respective IIoT Services.

- 9.6 If in individual cases the data is related to persons, the following clause 10 of these Terms of Use shall apply.

## **10 Personal Data**

- 10.1 All personal data provided by the Users will be processed by Sensile exclusively in accordance with the applicable provisions of data protection law (Federal Data Protection Act ["**DSG**"] and/or EU General Data Protection Regulation ["**DSGVO**"]).
- 10.2 In order to process the contract concluded with the Client, it is necessary to use the Client's personal data. In addition, Sensile may use the User's data within the scope of a concluded service contract to carry out repairs and maintenance measures, to improve the offer for the Users, for demand-oriented advertising for products as well as for product improvement and development. Within the scope of the DSGVO, the legal basis for the processing of the Users' personal data is the respective performance of the contract (Art. 6 para. 1 lit. b DSGVO) as well as the legitimate interests of Sensile (Art. 6 para. 1 lit. f DSGVO). Beyond that, personal data will only be used if a user has expressly consented to this. A given consent can be revoked by the User at any time by sending an email to [info@sensile.com](mailto:info@sensile.com).
- 10.3 Insofar as Sensile receives personal data from a Customer in connection with the provision of services, Sensile will process such data only as a processor bound by instructions. The parties will conclude a corresponding agreement (within the scope of the DSGVO pursuant to Art. 28 DSGVO).
- 10.4 The details about the data collected, their respective use and the rights of data subjects are set out in the Privacy Policy.

## **11 Rights of Use**

- 11.1 Sensile grants the Client the non-exclusive, non-transferable and non-sublicensable right, limited to the term of this Agreement, to use the IIoT Services and the Contract Software to the extent described in these Terms of Use exclusively for its own business purposes. Any further use is to be approved by Sensile in individual cases. In particular, the client is not entitled to offer the IIoT Services and the Contract Software for use, make them accessible, publish them or provide them in any other way to third parties, either free of charge or for a fee, in whole or in part.
- 11.2 The Contract Software is provided to the Client for use as Software as a Service. The source code shall not be handed over. The duplication, editing, distribution, making available to the public and decompilation of the Contract Software is not permitted without the prior written consent of Sensile.
- 11.3 Furthermore, also irrespective of any violation of the law, the following activities are prohibited when using IIoT Services:

- (i) the distribution of viruses, Trojan horses and other harmful files;
- (ii) the sending of junk or spam e-mails as well as chain e-mails;
- (iii) distributing offensive, sexually explicit, obscene or defamatory content or communications, or content or communications that promote or encourage racism, bigotry, hatred, physical violence or unlawful activities (whether explicitly or implicitly);
- (iv) harassing other users, e.g. by making multiple personal contacts without or contrary to the reaction of the other user, as well as promoting or supporting such harassment;
- (v) soliciting other users to disclose passwords or personal information for commercial or unlawful purposes.
- (vi) Also prohibited is any action that is likely to impair the smooth operation of the IIoT Services, in particular placing an excessive burden on the IT systems.

## 12 Protected Content

- 12.1 The IIoT Services, the Contract Software and the content and documentation provided (hereinafter collectively referred to as "**Content**") are predominantly protected by copyright, trademark and competition law or by other proprietary rights and are in each case owned by Sensile or other third parties who have made them available for use by the Client within the scope of the IIoT Services. The compilation of Content is also protected as such by copyright. Users are only entitled to use this Content in accordance with these Terms of Use and within the scope of the functionalities provided in the IIoT Services.
- 12.2 Unless further use is permitted in these Terms of Use, by a corresponding clear design of the IIoT Services (e.g. download button) or by an express consent of Sensile,
- (i) the User may use the Content made available within the scope of the IIoT Services exclusively for its own internal business purposes. Any further commercial use of the available Content is prohibited without the express consent of Sensile. This right of use is limited to the duration of the contractual use of the IIoT Services;
  - (ii) the User is prohibited from editing, modifying, translating, displaying or performing, publishing, exhibiting, reproducing or distributing (including the use of so-called iFraming) the Content in whole or in part. It is also prohibited to remove or change copyright notices, logos and other marks or protective notices.
- 12.3 The User shall only be entitled to download content, to send content by e-mail and to print content if the User is provided with a corresponding function (e.g. by means of a download button).
- 12.4 The User shall receive a non-exclusive right of use for an unlimited period of time for the use of the duly downloaded, sent or printed content for his own business purposes, unless a different use is expressly permitted in individual cases. Otherwise, all rights to the content shall remain with the original rights holder. Mandatory legal rights shall

remain unaffected (e.g. the creation of necessary backup copies in the ordinary course of business or reproduction for private and other own use).

- 12.5 If applicable, content originating from third parties will be displayed to the User within the scope of the IIoT Services. Sensile does not check the completeness, accuracy and legality of such third-party content and therefore assumes no responsibility or warranty for the completeness, accuracy, legality and timeliness of the third-party content. This also applies with regard to the quality of the Third Party Content and its suitability for a particular purpose.
- 12.6 Sensile is entitled to take appropriate precautions to prevent or impede the unauthorized use of the IIoT Services and the Contract Software or to detect violations of these Terms of Use.

### **13 Legitimacy of use**

- 13.1 The IIoT Services may only be used within the permissible scope of the applicable laws. In particular, the rights of third parties (e.g. personal rights or industrial property rights) may not be infringed and the principles of the protection of minors may not be violated.
- 13.2 If the User becomes aware of any illegal, improper or unauthorized use of the IIoT Services, he may contact [in-fo@sensile.com](mailto:in-fo@sensile.com) and report such unauthorized use. Sensile will thereupon investigate the matter and, if necessary, take appropriate steps.
- 13.3 Sensile draws the User's attention to the fact that usage activities may be monitored to the extent permitted by law or that Sensile may have a legal obligation to do so. This may also include the logging of IP connection data as well as its analysis in case of a concrete suspicion of a violation of these Terms of Use and/or in case of a concrete suspicion of the existence of any other illegal act or criminal offense.

### **14 Blocking access to the IIoT Services**

- 14.1 Sensile may, at its sole discretion, temporarily or permanently block a User's access to the IIoT Services as a whole or to individual sub-areas if there are concrete indications that the User is violating or has violated these Terms of Use and/or applicable law, or if Sensile has another legitimate interest in blocking the User. When deciding on a blocking, the legitimate interests of the user will be considered appropriately. If the User repeatedly violates these Terms of Use despite being notified, Sensile reserves the right to block the access permanently.
- 14.2 In case of temporary or permanent blocking, the User will be notified by e-mail. In case of a temporary blocking, the access authorization will be reactivated after the expiration of the blocking period or the final elimination of the blocking reason and the user will be notified about this by e-mail. A permanently blocked access authorization cannot be reactivated. Users who have been permanently blocked are permanently excluded from using the IIoT Services and may not log in again.



## 15 Confidentiality

- 15.1 The Contracting Parties undertake to keep secret all business and trade secrets or other confidential information which they receive or become aware of from the respective other Contracting Party during the performance of the contract. The confidential information and documents embodying such information may not be made accessible to third parties not involved in the performance of the contract. The contractual partners shall store and secure the information and documents in such a way that misuse by third parties is excluded, at least, however, with the diligence of a prudent businessman.
- 15.2 Information and documents which are generally known and accessible at the time of disclosure or which were already known to the receiving Contracting Party at the time of disclosure or which were later made accessible to it by third parties on a justified basis shall not be covered by the duty of confidentiality.
- 15.3 The Contracting Parties shall have the right to disclose confidential information if this is required by law. In the event of a legally required disclosure, the contracting party concerned shall inform the other Contracting Party of an impending disclosure as early as possible so that the other Contracting Party can take the measures required to protect its confidential information, unless the disclosing Contracting Party is prohibited by law from making such a notification.

## 16 Limitation of Liability

- 16.1 Sensile is liable under this Agreement in accordance with the following provisions:
- (i) For damages caused intentionally or by gross negligence by Sensile, Sensile's liability is unlimited.
  - (ii) Otherwise the liability of Sensile is excluded.
  - (iii) Sensile's liability for indirect and consequential damages is excluded.
- 16.2 The above limitation of liability does not apply in case of fraudulent intent, in case of bodily injury or personal damage, for breach of warranty as well as for claims arising from product liability. Statutory limitations of liability which deviate from the above liability provisions in favor of Sensile shall remain unaffected.
- 16.3 Sensile has no further liability. In particular, a strict liability for defects existing at the time of the conclusion of the contract is excluded for services rendered by Sensile under the rental contract.
- 16.4 As far as the liability of Sensile is excluded or limited according to these provisions, this also applies to the liability of the organs, employees and auxiliary persons of Sensile.
- 16.5 Sensile is not liable for the correctness, completeness and up-to-dateness of the data and information provided by the users. In the event that claims are asserted against the User by another User due to incorrect, incomplete or outdated data and information, Sensile assigns to the User upon conclusion of the contract its contractual and non-contractual claims in this respect against the User providing the data and information.

## **17 Force Majeure**

- 17.1 Sensile is released from the obligation to perform if the non-performance of services is due to the occurrence of circumstances of force majeure after the conclusion of the contract.
- 17.2 Circumstances of force majeure are, for example. wars, other hostile acts, strikes, riots, civil unrest, expropriation, restrictions due to pan-demic or epidemic including officially ordered plant closures, storm, flood and other natural disasters, possible embargoes and/or sanctions as well as other circumstances beyond Sensile's control (in particular water ingress, power failures and interruption or destruction of data-carrying lines as well as technical problems of the Internet beyond Sensile's control).
- 17.3 Sensile will inform the User immediately about the occurrence of a case of force majeure and will inform the User in the same manner as soon as the event of force majeure no longer exists.

## **18 Indemnification**

- 18.1 The Client shall indemnify and hold Sensile harmless from and against all costs, claims and disadvantages asserted against Sensile by third parties due to the culpable infringement of their rights by Content of a User or due to an infringement of the law by a User.
- 18.2 In addition, the Client is obligated to reimburse Sensile for all costs incurred by the infringement, in particular costs of reasonable legal defense including court and attorney fees incurred. This does not apply if and to the extent that the infringement is not the responsibility of the User.

## **19 Amendment of these Terms of Use**

- 19.1 Sensile reserves the right to change these Terms of Use at any time, also within the existing contractual relationship. Sensile will take into account the legitimate interests of the Client. The User will be informed about such changes by e-mail at least 30 calendar days before the planned entry into force of the changes.
- 19.2 If the User does not object within 30 days after receipt of the notification and continues to use the Services after the expiration of the objection period, the changes shall be deemed to be effectively agreed upon as of the expiration of the objection period. In case of an objection, the usage relationship will be continued under the previous conditions. In case of an objection, Sensile reserves the right to terminate the user relationship at the next possible point in time. In the notification of change, the user will be informed of his right to object and of the consequences. The user is obliged to regularly check the mailbox of his deposited e-mail address with regard to such notifications.
- 19.3 Changes to these Terms of Use that would affect the central rights and obligations of the parties and thus change the character of the contractual relationship between Sensile and the client not only insignificantly (e.g. conversion of free services to paid services or discontinuation of central IIoT Services) will only be made by Sensile with the express consent of the client. If no amicable adjustment of the contract can be reached,

Sensile reserves the right to terminate the user relationship at the next possible point in time.

## **20 Duration and Termination**

- 20.1 Unless otherwise agreed, the contractually agreed term shall commence upon conclusion of the agreement, but no later than upon the Client's first access to an IIoT Services. If a minimum term or fixed term has been agreed, early ordinary termination is excluded on both sides during this minimum term.
- 20.2 If the Client has acquired a license with a fixed term, the agreement shall end automatically at the end of the term, unless the Client extends the agreement by acquiring a further license. If the Client has concluded a contract with a minimum term, the contract may be terminated with three months' notice, but no earlier than the expiry of the minimum term. If this is not done, the contract shall be extended by a further year in each case, unless it has been terminated with three months' notice to the end of the respective extension period.
- 20.3 The right of each contracting party to extraordinary termination for good cause shall remain unaffected.
- 20.4 If the Client has purchased a license with a fixed term, the remaining term shall expire in the event of extraordinary termination. There shall be no entitlement to a refund. In the case of a license with a minimum term, Sensile is entitled to immediately claim an amount equal to 75% (seventy-five percent) of the outstanding usage-dependent remuneration for the remaining term of the paid services offered by Sensile affected by the termination until the next ordinary termination date, if the client does not prove that Sensile has not suffered any damage at all or that the actual damage is significantly lower than this amount. Sensile is allowed to prove that the actual damage is higher than this amount. In the event of an extraordinary termination, there is no claim for reimbursement for remuneration already paid in advance.
- 20.5 In the event of a complete termination of the use of the IIoT Services, Sensile is entitled to irretrievably delete all data created within the scope of the use of the IIoT Services at Sensile upon expiration of 30 calendar days after termination of the usage relationship and after expiration of any statutory retention periods. For personal data, the regulations on data protection apply with priority, which may also provide for a shorter period for deletion.
- 20.6 Ordinary and extraordinary notices of termination must always be in writing.

## **21 Purchase from an authorized distributor**

- 21.1 If the Client acquires a right to use the IIoT Services from a distributor authorized by Sensile, these Terms of Use shall nevertheless apply to the use of the IIoT Services. A contract of use between the Client and Sensile is established, which coexists with the contract already concluded between the Client and the distributor. Both agreements exist independently of each other, unless expressly provided otherwise. In particular, Sensile does not become a party to the contract between the client and the distributor.

- 21.2 If it is agreed that the Merchant is entitled to invoice the Services in its own name, the agreement of the Client with the Distributor shall prevail for the term and the remuneration. In this case, the Client shall pay the remuneration to the Distributor.
- 21.3 If the Client has a right of retention or is entitled to set-off under these Terms of Use, the Client may also assert these rights against the distributor in the event of a purchase from an authorized distributor.
- 21.4 Termination or other termination of the Agreement between Sensile and the Client shall in principle not affect the contractual relationship between the Client and the distributor. However, if Sensile terminates the Agreement for cause, the Client shall not be entitled to claim reimbursement of any remuneration already paid to the distributor.
- 21.5 As far as the liability of Sensile is excluded or limited according to these provisions, this also applies to the liability of the distributor.

## **22 Final Provisions**

- 22.1 Swiss law applies to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.
- 22.2 The exclusive place of jurisdiction for all disputes in connection with these Terms of Use and the contracts based thereon between Sensile and the Client is the registered office of Sensile.
- 22.3 If any provision of these Terms of Use is or becomes invalid, the validity of the remaining provisions shall not be affected. In such a case, the parties are obligated to cooperate in the creation of provisions by which a result that comes as close as possible to the ineffective provision in economic terms is achieved in a legally effective manner. The foregoing shall apply mutatis mutandis to the filling of any gaps in the contract.

### **B. Note about the precision of IIoT Services for tanks:**

IIoT Services for tanks is designed to provide data with the enough accuracy to reduce the risk of dry-run and optimize bulk logistic and inventory management.

The quantity displayed in IIoT Services for tanks shouldn't be considered as the exact quantity in the tank to the Lt, kg, or US gal.

The volume of product in the tank is calculated using a sensor that has an intrinsic error and using other data like the tank form and dimensions that also could also bring in some errors to the calculation.

Taking into consideration all the possible errors, IIoT Services for tanks aims to calculate the tank content with a precision of +/- 2% of the total tank volume (for LPG, it's +/- 4% due to a higher intrinsic error of the sensor).

Which means, that if there is currently 3'000 Lt in a tank of 10'000 Lt, IIoT Services for tanks will display a value between 2800 and 3200 Lt (or 2600 and 3400 Lt for LPG). Errors in the initial configuration, wrong input data or faulty parts may generate larger errors.