Eddyfi Technologies – General Terms and Conditions – Sale

1. AGREEMENT: The following terms and conditions, including any documents, drawings or specifications incorporated therein by reference as well as Country-specific terms listed under Schedule A (where applicable) , shall be part of any purchase order accepted by EDDYFI or any sale agreement executed between EDDYFI and its customer (hereinafter the "**Customer**"), and together shall constitute the entire agreement effective between EDDYFI and Customer (hereinafter the "**Agreement**"). In these terms and conditions, the name "**EDDYFI**" designates Eddyfi Canada Inc. , a corporation organized under the Canada Business Corporations Act, or any of its affiliates (excluding Zetec Inc.), and the terms "product(s)" and "services" refers to products sold, or services performed (as applicable) by EDDYFI, including products or services sold under the Eddyfi, Senceive, Sisgeo, Huggenberger, Zetec, or Sensor Networks brands.

2. BINDING AGREEMENT: The Agreement shall be binding upon EDDYFI's execution or written acceptance of a purchase order, or upon commencement of performance under the terms of the Agreement. In the case of conflict between these general terms and conditions and any terms set forth on a purchase order or other purchase agreement, these general terms and conditions shall prevail. A purchase order shall only be deemed to be accepted i) if the payment terms in the purchase order provide for "payment in advance of manufacturing", upon full payment by Customer or ii) in all other cases, upon the issuance of a written order acknowledgement ("**OA**") by EDDYFI.

3. PRICES, TAXES AND DUTIES: All prices are valid only as set forth in an EDDYFI quotation. Purchase orders not placed in accordance with the EDDYFI quotation (e.g. late order or requesting expedited delivery) may be accepted or may be subject to re-quotation and imposition of expedite fees, as determined by EDDYFI. All prices are subject to change without notice and are subject to correction of clerical errors, including if conditions unforeseen to EDDYFI arise, or if material information or assumptions change at any time before or after the order. All payments shall be made without any deduction for or on account of any set-offs, taxes, charges, fees and withholdings of any nature (including but not limited to additional shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, certification costs, assessments and other fees not expressly included in the EDDYFI quotation), unless if required by law. In such a case, Customer will pay EDDYFI the additional amounts necessary to ensure receipt by EDDYFI of the full amount which would have been received but for the deduction. Without limiting the generality of the foregoing, Customer assumes all certification costs of a product ordered by Customer and which is not already certified in the country of destination. If no prices are set for services in a quotation (including onsite support or training), charges will be based on EDDYFI's standard time and materials rates. EDDYFI may also charge Customer for reasonable expenses incurred by EDDYFI in performing the services, including but not limited to travelling expenses, accommodation, subsistence, the cost of accessing data provided by third parties which are required by EDDYFI to perform the services and materials.

4. PAYMENT: Upon approved credit, invoices will be issued as of the date of shipment and shall become due and payable in the lawful currency as per the conditions specified in the quotation and the OA or, if not expressly provided, 30 days following the date of the invoice. All invoiced amounts unpaid and outstanding will be subject to a charge of one and one half percent (1½%) per month (18% annually) with interest on overdue interest at the same rate, from the date due, or, as the case may be, up to the maximum interest rate allowed by applicable law from the date due and any additional administrative costs.

5. DELIVERY, TITLE, AND RISK OF LOSS: Unless otherwise specified on the EDDYFI quotation, delivery is FCA (Manufacturing Site). Customer must cover the transport costs of the products; the products are deemed delivered to Customer, and the risks of loss of the products (including without limitation when loading them onto trucks, transferring them to a ship or a plane, and meeting customs regulations) pass to Customer when EDDYFI places the products at the disposal of Customer or its carrier at EDDYFI's manufacturing site. Title to products shall pass to Customer upon full payment of the products. In the absence of specific instructions, goods are shipped via the carrier EDDYFI deems most practical. Subject to the foregoing, the applicable INCOTERMS 2020 apply to the delivery and risks of loss of products. In the event Customer wishes to make any change affecting the delivery of the products (including but not limited to a change in Incoterms, change of address or carrier) less than five (5) days prior to the date originally scheduled for shipment of the products, Customer agrees to pay additional fees reasonably determined by EDDYFI to offset the administrative cost of effecting such change. EDDYFI endeavors to meet all agreed delivery deadlines and will make reasonable efforts to avoid any delays in the supply of its products or services. However, EDDYFI shall not be held liable for any penalties, damages, or claims resulting from delays in delivery, regardless of the cause. EDDYFI will promptly notify Customer of any anticipated delays and work diligently to minimize their impact. If Customer fails to accept or collect the products within a reasonable time, which shall not exceed six (6) months, after being notified of their readiness, EDDYFI may enforce the sale, modify the purchase order to adjust it to the current price list or cancel the sale and, at its convenience, resell or dispose of the products. After deducting from the resale or disposition price of the products the reasonable storage and selling costs incurred by EDDYFI, any shortfall will be charged by EDDYFI to Customer.

6. RETURNS AND RESTOCKING FEE: Except as provided for under the limited product warranty hereunder, EDDYFI does not allow for return and restocking of products. However, if EDDYFI approves a return, the return will be subject to a return/restocking fee as determined by EDDYFI. Special designs and non-catalog items can not be returned. All returned products shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit, with the return manufacturer authorization number provided by EDDYFI. Damages to products while in transit or in the possession of Customer will be charged back to Customer.

7. ALTERATION: EDDYFI reserves the right to alter products or their component's designs without notice. EDDYFI reserves the right to periodically elect to discontinue certain products or components. To assist Customer in a seamless transition process and to help them migrate to alternative EDDYFI solutions, EDDYFI provides an End of Life Policy. EDDYFI assumes no liability to Customer or any third party for the consequences of products or components being modified, altered or discontinued.

8. OPERATION: Customer shall ensure that the products are operated by qualified and experienced personnel and in accordance with: (a) training and operating instructions supplied by EDDYFI from time to time; (b) conditions of coverage in all applicable insurance policies; and (c) all applicable laws, codes and regulations. Customer shall use reasonable and proper care in the custody and operation of the product.

9. INTELLECTUAL PROPERTY: All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for same, copyright, design rights, database rights, moral rights, trade secrets, software, software development kits, rights in proprietary information ,to confidential information and know-how) in the products or services and any rights analogous to the same, anywhere in the world and existing at any time, whether relating to the design, manufacture or development of products or otherwise, or arising out of the provision of services to Customer, including but not limited to any scaling, shaping, adjustments, amelioration, adaptations, developments, improvements, methods or new applications of the products or services, shall belong to and remain vested in EDDYFI, whether considered background or foreground intellectual property.

   Customer shall refrain from registering or applying for registration of any intellectual property right relating to the products or services which would have the effect of directly or indirectly (i) restricting EDDYFI's ability to market and sell the products or services; or (ii) limiting any third party's (such as EDDYFI's other customers) use of the products or services. Without limiting the generality of the foregoing, Customer shall not register or apply for registration of a method patent (also known as a "process" patent) in which one or more of the claims relate to the use of a product or of a similar instrument or equipment or services. If by operation of law any such intellectual property is not owned in its entirety by EDDYFI, then the Customer agrees to transfer and assign to EDDYFI, the entire right, title, and interest throughout the world to such intellectual property.

   Customer must not rebrand any product or container, document or object associated with same, or otherwise alter, remove, or tamper with any trademark or other marking appearing on any product or container, document or object associated with same, unless prior written approval is given by EDDYFI (which approval can be given or denied by EDDYFI at its discretion). Without limiting the foregoing, Customer must not label or relabel a product or a container, document or object associated with same or include any marking that could lead anyone to believe that Customer or any person other than EDDYFI is the manufacturer of the product.

   Customer may provide, at its sole discretion, input on the products or services, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the products or services, and EDDYFI may use it freely without notice, restriction, or compensation.

10. LIMITED PRODUCT WARRANTY: Except as otherwise agreed to by EDDYFI in writing, products such as instruments, mechanical products, spare parts, probes, cables, sensors and other monitoring devices are warranted against defects in material and workmanship for a period of twelve (12) months from the date of delivery. Additional coverage may be provided under additional packages purchased by Customer.

Consumables (including but not limited to removable probes, cables and graduated marks) require periodic replacement due to wear and tear. Accordingly, such consumables may require replacement at the customer's expense when consumed through regular operation, irrespective of the duration since delivery. EDDYFI does not warrant any products against damages or defects caused by wear and tear, negligence, misuse, accident, meddling with the enclosures in which the electronic components are contained, abnormal operating conditions, alterations or damage caused by events beyond the control of EDDYFI. EDDYFI shall not be liable for product defects caused by or resulting from any inaccuracies in any drawing, description or specification supplied by the Customer.

Upon Customers written request during the warranty period, EDDYFI, at its choice, will repair or replace defective products within a reasonable time. The original term of warranty applies, without extension, for repaired or replacement products. All defective products shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit, with the return manufacturer authorization number provided by EDDYFI. The limited product warranty stated in these terms does not apply to periodic calibration or minor maintenance as described in products operating manuals.

All Customer paid repairs performed by EDDYFI are warranted against defects in materials and workmanship for ninety (90) days from the completion of repair. Upon Customer's written notice of defect within the ninety (90) day period, EDDYFI will, at its choice, replace or repair the defective part(s). This warranty is limited to failures in areas directly related to the repair performed. After a warranty repair, if a calibration is required, it is validated for the remaining term of the original calibration certificate.

The limited product warranty stated in these terms only applies to Eddyfi branded products, including those from its affiliates and does not warrant any non-EDDYFI products.

11. LIMITED SERVICE WARRANTY: EDDYFI agrees to perform services for Customer on the expressed condition that EDDYFI's sole obligation will be that the services be performed in a professional and competent manner and be of the kind and quality described in the EDDYFI quotation. EDDYFI does not warrant the fitness, suitability or condition of Customer's equipment upon which EDDYFI services are performed. If there is a specific problem with the quality of the service performed, Customer shall inform EDDYFI in writing and, if feasible, the service will be re-performed at no additional charge. In the event corrective services are performed by EDDYFI, Customer must provide adequate access to the equipment to allow EDDYFI to perform these services. Any additional costs incurred to provide access to the equipment will be the responsibility of Customer. If re-performance of the service is not feasible, EDDYFI and Customer shall negotiate in good faith to arrive at an equitable solution.

    REGARDLESS OF WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICES WARRANTY SET FORTH HEREIN ARE EXCLUSIVE AND ARE LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY STATED IN THESE TERMS ARE THE SOLE LIABILITY OF EDDYFI WITH REGARD TO ITS PRODUCTS AND SERVICES.

12. ADDITIONAL BENEFITS: EDDYFI may offer optional service packages that provide enhanced services beyond the standard warranty and support. These may include, but are not limited to, extended warranty coverage and other value-added services.

    The specific terms and conditions applicable to any such additional benefits will be outlined in a separate agreement provided at the time of purchase of the additional benefit package. In the event Customer purchases an access to such package, Customer agrees to comply with its specific applicable terms and conditions provided by EDDYFI.

13. SITE SERVICES: Where installation supervision, installation, or maintenance services ("Site Services") are included in an EDDYFI quotation or OA, the Customer shall, at its own expense and risk: (a) provide appropriate, secure, and climate-controlled storage for all products and EDDYFI tools on-site; (b) ensure timely completion of site preparations and grant EDDYFI unobstructed access to the premises as required for Site Services; (c) supply all required permits, authorizations, and access arrangements for EDDYFI personnel, equipment, and materials; (d) implement all reasonable safety and protective measures for EDDYFI personnel and property and comply with all relevant accident prevention and safety regulations applicable to the site and personnel; (e) provide competent personnel and equipment necessary for moving or installing the products. If any of the above obligations are delayed, incomplete, or improperly performed, or if EDDYFI's Site Services are delayed or suspended for reasons outside its control, EDDYFI may extend time for performance and charge Customer for any resulting costs or expenses. EDDYFI makes no representation or warranty regarding the suitability or condition of Customer's site, facilities, or infrastructure for the installation, use, or storage of the products.

14. SOFTWARE: Any software purchased or embedded in products is subject to a specific Software Licence Agreement or Software Services Agreement. These can be accessed at https://eddyfi.com/en/salesterms. The software is not sold but granted under a non-exclusive and restrictive license. The software must be used only with the software-enable hardware or software key supplied by EDDYFI.

15. TECHNICAL SUPPORT: EDDYFI shall have no obligations to provide technical support and expertise for i) hardware products that are not under a valid calibration certificate or under a valid additional benefit package, and ii) software that has not been updated to the latest version available under an additional benefit package.

16. INDEMNIFICATION BY CUSTOMER: Customer acknowledges that it shall use the products and services provided under this Agreement at its own risk. Customer agrees to indemnify and hold EDDYFI harmless against all third-party claims, liabilities, losses, damages, expenses, suits, and judgments directly arising from (i) Customer's use, operation, storage, or transportation of the products or services; (ii) Customer's failure to comply with applicable laws or safety regulations in connection with the products or services; or (iii) any modifications or misuse of the products or services by the Customer or third parties under its control.

17. LIMITATION OF LIABILITY: Subject to applicable mandatory provisions, EDDYFI's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the products, services, software, documentation, or sitework supplied under this Agreement, shall in no event exceed the purchase price of the applicable item(s). In no case shall EDDYFI be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability or any other legal theory. Excluded damages include, but are not limited to; loss of profit, loss of savings, revenue or other commercial or economics losses, loss of use of the product or any associated equipment, downtime, loss of data, claims of third parties, including customers, damage to property or injury to personnel.

18. COMPLIANCE WITH LAW AND EXPORT CONTROL REGULATIONS: Customer agrees to comply with all applicable sanctions and export control laws, including but not limited to those of the United States, Canada, the European Union and the United Kingdom (collectively, the "Export Laws"). Customer shall not take any action that would cause EDDYFI to violate Export laws.

    Without limiting the foregoing, Customer represents and warrants that neither Customer nor its affiliates, employees, agents, distributors, subcontractors, or representatives nor, to the knowledge of Customer, any third party involved in the purchase, resale, transfer, export, re-export, or use of the products or services, are in violation of Export Laws. Specifically, Customer represents and warrants that neither of the aforementioned (i) is a person or entity designated or restricted under applicable Export Laws ("Designated Person"), (ii) is owned or controlled by a Designated Person, or (iii) ordinarily resident in a country subject to comprehensive sanctions or embargoes under applicable Export Laws, including Russia, or the Russian-occupied areas of Ukraine, or (iv) is acting directly or indirectly on behalf of, or for the benefit of, any such person, entity, or jurisdiction.. Customer shall not, and will ensure that others, including employees, consultants, representatives, customers and third parties, shall not, export, re-export, transfer, or otherwise make available the products, software, technical data or services to or for use in Russia or the Russian-occupied areas of Ukraine, or in any manner prohibited by Export Laws..

    If Customer resells, transfers, exports or otherwise makes available the products or services to a third party, Customer shall ensure that (i) such activity complies with Export Laws; (ii) impose equivalent export control and sanctions compliance obligations on its counterparties, including prohibitions relating to Russia-related re-export or use restrictions where applicable; and (iii) provide EDDYFI with accurate end-user and end-use information, upon request. Customer shall cooperate fully with EDDYFI in obtaining any required licenses, permits, or approvals from governmental authorities, including by promptly providing requested information, certifications, or supporting documentation. EDDYFI reserves the right to suspend or terminate this Agreement, in

whole or in part, without liability to the Customer, if required authorizations cannot be obtained, if Customer fails to provide requested compliance information, or if EDDYFI reasonably suspects a violation of Export Laws.

The Customer assumes full responsibility for any export, re-export, transfer, diversion, or use of the products or services in violation of Export Laws and shall indemnify and hold harmless EDDYFI from any resulting claims, penalties, fines, losses, liabilities, or damages.

19. TERMINATION, CANCELLATION AND MODIFICATION BY CUSTOMER: Once accepted by EDDYFI, whether expressly or impliedly, a purchase order cannot be canceled by Customer unless EDDYFI provides its prior written consent, which consent is discretionary. Any cancellation approved by EDDYFI will be subject to a cancellation fee determined at EDDYFI 's discretion. In the event of an unauthorized cancellation or termination of a purchase order by Customer: (i) the full price of the order shall remain payable to EDDYFI; and (ii) EDDYFI reserves the right to seek additional damages for any losses incurred. If Customer partially cancels a purchase order, all discounts shall become void, and products will be charged at EDDYFI's standard prices. Any previously delivered, discounted products will be adjusted pro-rata. Any modification to an accepted purchase order must receive EDDYFI's prior written approval, which consent is discretionary. Such modifications may result in an extension of the delivery timeline, and under no circumstances shall the price or other terms of the purchase order be revised to EDDYFI 's detriment as a result of such extension.

20. TERMINATION, CANCELLATION AND MODIFICATION BY EDDYFI: Without limiting its other rights or remedies under the Agreement, EDDYFI may terminate the Agreement with immediate effect by giving written notice to the Customer in the event that: (i) Customer is still in default of any other obligation hereunder ten (10) days after receiving a written notice from EDDYFI referring to the default and requiring Customer to remedy the default; or (ii) Customer proceeds to, or gives notice of intent to proceed to, any kind of proposition or arrangement with its creditors, or Customer assigns its assets for the benefit of its creditors, or a bankruptcy motion is filed against Customer, or a trustee or another bankruptcy officer is named to Customer under any statute on insolvency, or a seizure or judgment is executed on all or part of Customer's assets (unless the seizure is properly opposed within five (5) days of its execution), or Customer otherwise becomes insolvent.

    Upon termination:
    a. Customer must immediately pay all outstanding invoices, including those for services not yet invoiced;
    b. EDDYFI'S accrued rights and remedies remain unaffected, including claims for prior breaches;
    c. The obligations set forth in articles 9 (Intellectual Property), 16 (Indemnification by Customer), 18 (Compliance with Laws and Export Control Regulations) and 22 (Confidentiality) as well as the other obligations set forth herein which by their nature are intended to survive the termination of this Agreement, shall survive the termination of this Agreement, for any reason whatsoever.

21. FORCE MAJEURE: EDDYFI shall not be liable for any delay or failure to ship or provide services if such delay or failure is caused by circumstance beyond EDDYFI control, including but not limited to labor dispute, strike, embargo, war, riot, insurrection, civil commotion, fire, flood, accident, storm, epidemic or any act of God, failure of supplies or transportation, governmental action or other causes beyond EDDYFI's reasonable control.

22. CONFIDENTIALITY: Each party shall keep confidential all information disclosed by the other party or its representatives which is marked as "confidential" or which should reasonably be understood as confidential considering its nature or the circumstances of its disclosure. Disclosure by a party of information received from the other party shall be limited to its representatives who need it for the purpose of this Agreement and are bound by equivalent confidentiality obligations. Each party is responsible to the other party for any breach of this confidentiality obligation by its representatives. This obligation survives indefinitely for trade secrets and personal data and for three (3) years after the termination of this Agreement for all other confidential information.

23. CONFLICTING TERMS: In the case of conflict between the terms or conditions of Customer's purchase order and these EDDYFI general terms and conditions, EDDYFI's terms and conditions shall prevail.

24. WASTE MANAGEMENT: It is the Customer's responsibility to ensure that EDDYFI's equipment is disposed of in accordance with local waste, electrical electronic equipment and hazardous material regulations.

25. APPLICABLE LAW: This Agreement shall, in all respects, be governed by and construed in accordance with laws of the countries/states/provinces listed below, depending on the contracting EDDYFI entity, without application of conflict of laws statutes, and at the exclusion of the Vienna Convention of the United Nations on the International Sale of goods.

Eddyfi Entity	Applicable Law	Competent Courts/Tribunals
Eddyfi Africa (Pty) Ltd	South Africa	Cape Town, South Africa
Eddyfi Australia Pty Ltd.	Australia	Western Australia, Australia
Eddyfi Tecnologias e Solucios Ltda	Brazil	São Paulo, Brazil
Eddyfi Canada Inc. Pavemetrics Systems Inc.	Province of Quebec	Quebec City, Canada
Eddyfi Robotics Inc.	Province of British Columbia	Nanaimo, Canada
Eddyfi Corp.	Texas, USA	Harris County, Texas, USA
Eddyfi China Co Ltd	People's Republic of China	Chengdu, China
Eddyfi Europe SAS	France	Paris, France
Eddyfi Germany GmbH	Germany	Hambourg, Germany
Eddyfi UK Ltd Senceive Ltd Sisgeo S.R.L.	England and Wales	London, United Kingdom
Eddyfi International FZE	Dubai International Financial Centre	Dubai International Financial Centre
Eddyfi Singapore Pte. Ltd	Singapore	Singapore
Sisgeo Latinoamerica SAS	Colombia	Bogotá, Colombia
Huggenberger AG Pysik Instrumente	Switzerland	Horgen, Switzerland

ALL SALES ARE MADE PURSANT TO THESE TERMS AND CONDITIONS AND THE TERMS OF THE QUOTATION DOCUMENT. ALL PURCHASE ORDERS ARE RECEIVED WITH THE UNDERSTANDING THAT THEY ARE PLACED UNDER THESE TERMS AND CONDITIONS AND APPLICABLE QUOTATION DOCUMENT. CONTRARY TERMS AND CONDITIONS CONTAINED IN A PURCHASE ORDER OR ANY OTHER DOCUMENT ISSUED BY CUSTOMER ARE SPECIFICALLY EXCLUDED.

Eddyfi Technologies – General Terms and Conditions – Sale

SCHEDULE A : COUNTRY-SPECIFIC TERMS

This Schedule A sets forth country-specific provisions that replace or supplement the equivalent provisions listed above when Customer is located in the countries identified in this Schedule. For purposes of this Schedule, Customer is considered to be located in the country specified in the purchase order. The Schedule is made part of the Agreement between Customer and EDDYFI. To the extent there are any inconsistencies between the terms of this Schedule and the General Terms and Conditions, this Schedule will prevail.

CHINA

(12) SERVICE PLANS: Service Plans refer to the additional packages offered by EDDYFI that provide extended services beyond the standard warranty and support. These plans include, but are not limited to, extended warranty coverage. The specific terms and conditions of each Service Plan are outlined in the Service Plan agreement provided at the time of purchase. In the event Customer purchases a Service Plan, the specific terms and conditions of the Service Plan shall apply. Customer agrees to adhere to the specific terms outlined in the Service Plan agreement.

(14) TECHNICAL SUPPORT: EDDYFI shall have no obligations to provide technical support and expertise for i) hardware products that are not under a valid calibration certificate **or under a valid Service Plan**, and ii) software that has not been updated to the latest version available **under a Service Plan.**

(17 par. 3) If Customer intends to resell or transfer the products to a third party, Customer shall ensure that the resale or transfer is in compliance with Export Laws. Customer must also provide EDDYFI with accurate end-user and end-use information. Customer shall cooperate fully with EDDYFI in obtaining any required licenses, permits, or authorizations from governmental authorities, including by providing requested information, certifications, or documents. EDDYFI reserves the right to terminate this Agreement, in whole or in part, **without liability to EDDYFI**, should EDDYFI be unable to obtain, in a timely manner, any required export licenses, permits, authorizations, or approvals necessary to export the products or provide any services pertaining to the products or any required information regarding the end-user.

GERMANY

(16) LIMITATION OF LIABILITY: Subject to applicable mandatory provisions, **including injury to life, body or health, damages due to intentional harm or gross negligence and obligatory product liability**, EDDYFI's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the products, services, software, documentation, or sitework supplied under this Agreement, shall in no event exceed the purchase price of the applicable item(s). In no case shall EDDYFI be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability or any other legal theory. Excluded damages include, but are not limited to; loss of profit, loss of savings, revenue or other commercial or economics losses, loss of use of the product or any associated equipment, downtime, loss of data, claims of third parties, including customers, damage to property or injury to personnel.