

Eddyfi Africa Pty Ltd– General Terms and Conditions – Sale

1. **AGREEMENT:** The following terms and conditions, including any documents, drawings or specifications incorporated therein by reference, 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 Africa Pty Ltd, a corporation organized under the laws of South Africa, and the terms “product(s)” and “services” refers to products sold, or services performed by EDDYFI and any of its affiliates, including products or services sold under the Eddyfi, Senceive, Sisgeo, Huggenberger 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) in the event that the payment terms in the purchase order provides 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:** Except as otherwise agreed to by EDDYFI in writing, incoterms shall be FCA, and 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 after being notified of their readiness, EDDYFI may enforce the sale 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, 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. Reasons may include i) new advancements in the industry rendering the products obsolete, ii) market demand no longer justifies development resources required to maintain the product, or iii) the products have reached the end of their technology lifecycle. 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,

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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. Probes and cables are considered consumables and require periodic replacement due to wear and tear. Accordingly, probes and cables 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 Customer's 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 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.

This limited product warranty 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY 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. **SOFTWARE:** Any software associated to the products is subject to a specific Software License Agreement. The software is not sold but granted under a non-exclusive and restrictive license. The software must be used only with the software-enabled hardware or software key supplied by EDDYFI.

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 additional benefit package, and ii) software that has not been updated to the latest version available under an additional benefit package.
15. **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.
16. **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.
17. **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"). The Customer further agrees to take no action that would cause EDDYFI to violate these laws.

Without limiting the generality of the foregoing, Customer represents and warrants that neither Customer nor its employees, agents, distributors, subcontractors, or representatives nor, to the knowledge of Customer, any third party dealing with the products or services, are in violation of Export Laws. Specifically, Customer hereby represents and warrants that neither of the aforementioned are: (i) designated under Export Laws ("Designated Person"), or (ii) deemed to be owned by a Designated Person, or (iii) ordinarily resident in Iran, Syria, Sudan, North Korea, Russia, or the Russian-occupied areas of Ukraine, or (iv) a department, body, or agency of, or a person otherwise controlled by or acting on or behalf of, directly or indirectly, (a) the government of any country that is the target of Export Laws or (b) any Designated Person. Customer shall not, and will ensure that others, including employees, consultants, representatives, customers and third parties, shall not, export, re-export, transfer, or broker the products or services in violation of Export Laws; or use the products or services for any purposes prohibited by Export Laws.

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 the Customer, 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.

The Customer assumes full responsibility, and must indemnify EDDYFI, in the event where the products or services are (i) exported, reexported, directed or transferred to any destination, person or entity restricted or prohibited by sanctions or Export Laws or (ii) used in violation of Export Laws or without proper licenses, permits, approvals or authorizations.

18. **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

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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 shall be revised to EDDYFI's detriment as a result of such extension.

19. **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.

If a purchase order has not been delivered within twelve (12) months from issuance of the OA due to reasons caused by Customer, EDDYFI may, at its choice, cancel the purchase order, or modify the purchase order to adjust it to the current price list.

Upon termination:

- Customer must immediately pay all outstanding invoices, including those for services not yet invoiced;
 - EDDYFI'S accrued rights and remedies remain unaffected, including claims for prior breaches;
 - The obligations set forth in articles 9 (Intellectual Property), 15 (Indemnification by Customer), 17 (Compliance with Laws and Export Control Regulations) and 21 (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.
20. **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.
21. **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.

22. **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.

23. **APPLICABLE LAW:** This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the Republic of South Africa without application of conflict of laws statutes.

The Customer agrees and consents in terms of Section 45 of the Magistrate's Court Act ("the MCA") to the jurisdiction of the Magistrate's Court having jurisdiction in respect of the Customer or the claim in terms of Section 28 of the MCA in respect of any proceedings or claims or action being instituted against the Customer by EDDYFI in terms hereof or otherwise, notwithstanding that the amount of such claim may exceed the jurisdiction of such Magistrate's Court, provided that EDDYFI may in its discretion be entitled to bring such proceedings in any other court of competent jurisdiction, the Customer agreeing and submitting itself to the jurisdiction of the Western Cape Division of the High Court of South Africa, Cape Town or any other division of the High Court of South Africa chosen by EDDYFI in the event of EDDYFI exercising its rights in terms hereof.

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. **IN THE CASE OF REMOTE MONITORING PRODUCTS, INCLUDING THOSE SOLD UNDER THE SENCEIVE, SENSOR NETWORKS, SISGEO OR HUGGENBERGER BRANDS, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL ALSO APPLY:**

I. DEFINITIONS

- "Data" means the field data collected or otherwise generated by the products to be made accessible to Customer as set out in the Project Data Specifications, which data shall include no personally identifiable information.
- "Data Access Services" means the web-based platform supplied by EDDYFI to view, access or broker the Data generated by the products.
- "Data Access Services Update" means any and all improvements, modifications, updates, fixes and additions to the Data Access Services to correct deficiencies or enhance the capabilities of the Data Access Services and released in accordance with EDDYFI's release schedule from time to time.
- "Data Period" means the period of time during which Data shall be made accessible to Customer by EDDYFI as set out in the Project Data Specifications.
- "Project Data Specifications" means any description or specification for the Data provided in writing by EDDYFI to Customer.
- "Rental Period" means the period of time during which the products are rented to Customer as set out in EDDYFI's final quotation, which, unless otherwise specified in such quotation, shall be deemed to start on the date of delivery and end on the earlier of (i) the expiration of such period of time; (ii) title to the products passing to Customer pursuant to a separate agreement; or (iii) EDDYFI receiving the returned products prior to the expiration of such period of time pursuant to the exercise of EDDYFI's rights hereunder.
- "Services" means the services to be performed by EDDYFI under the Agreement, which may include commissioning, calibration, support and Data Access Services.
- "Services Specifications" means any description or specification for the Services to be performed provided in writing by EDDYFI to Customer, including Project Data Specifications.
- "Trial Kit" means the products rented to Customer free of charge for the Trial Period.
- "Trial Period" means the period of time during which the Trial Kit is rented to Customer as set out in EDDYFI's final quotation, which, unless otherwise specified in such quotation, shall be deemed start on the date of delivery and end on the earlier of (i) eight (8) weeks following delivery or (ii) EDDYFI receiving the returned Trial Kit prior to the expiration of such period of time pursuant to the exercise of an EDDYFI's right hereunder

II. PERFORMANCE OF SERVICES

EDDYFI shall perform the Services in accordance with the Service Specifications.

EDDYFI may, without further notice to Customer, subcontract any part of the Services with any affiliates or unaffiliated subcontractors.

With respect to Data Access Services:

- EDDYFI (directly or through a third-party service provider) will host the Data on behalf of Customer or, if set forth in the Project Data Specifications, will provide a web environment to Customer for the hosting of Data;
- EDDYFI will use commercially reasonable efforts to provide access to the Data to Customer in accordance with the Project Data Specifications for the Data Period;
- EDDYFI reserves the right to withhold access to Data to the Customer during the Data Period, if any fees relating to the Data Access Services are not paid in accordance with the Agreement;
- Customer acknowledges and agrees that the performance of Data Access Services Updates by EDDYFI may suspend temporarily the Customer's access to the Data. EDDYFI will notify Customer in advance of planned Data Access Services Updates that would temporarily affect Customer's

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access to the Data. EDDYFI and the Customer will use reasonable commercial efforts to agree on a schedule to launch the Data Access Services Updates in order to limit the impact of such temporary suspension on Customer. In the event that EDDYFI and Customer are unable to agree on a schedule allowing the Data Access Services Updates to be performed within 30 days following the notification to Customer, the Data Access Services Updates can be launched by EDDYFI at any convenient time for EDDYFI (the "Update Period"). EDDYFI shall not be required to provide any maintenance or support services relating to problems or issues arising from Customer's use of the Data Access Services that have not been updated as per above.

- (v) EDDYFI reserves the right to temporarily suspend access to Data and Data Access Services, without prior notice, when required to perform unplanned or emergency work on the Data Access Services.
- (vi) EDDYFI will not be obliged to provide access to the Data to any third party other than Customer (including if Customer transfers ownership of products to such third party) unless and until such third party enters into a contract with EDDYFI for the Data Access Services; and
- (vii) As between the parties, Customer shall retain all right, title and interest in the Data, provided, however that (i) EDDYFI shall retain all intellectual property rights in databases, original compilations and other expressions of such Data; and (ii) Customer hereby grants to EDDYFI a non-exclusive, perpetual, irrevocable, worldwide, royalty free, transferable and sublicensable to affiliates, license to collect, use, copy, store, transmit, modify and create derivative works of the Data for the provision of the Services or for EDDYFI's other internal business purposes, including the overall improvement of EDDYFI's products and Services.
- (viii) In case of a Customer's breach of the Agreement, EDDYFI shall, without limiting its other rights or remedies under the Agreement, have the right to suspend access to Data or all further performance of Data Access Services under the Agreement or any other agreement between Customer and EDDYFI until Customer remedies the breach (to the extent remediable), and to rely on the Customer's breach to relieve it from the performance of any of its obligations to the extent the breach prevents or delays EDDYFI's performance of any of its obligations.

III. SPECIFIC ADDITIONAL PROVISIONS AS TO RENTALS AND TRIAL KITS:

- (i) The products remain the property of EDDYFI throughout the Rental Period or Trial Period;
- (ii) For the entire duration of the Rental Period or Trial Period, Customer shall strictly comply with the following obligations:
 - a. store the rented products separately from all other products held by Customer so that they remain readily identifiable as EDDYFI's property;
 - b. not sell, assign, transfer, pledge, hypothecate, or otherwise dispose of or encumber any of the products;
 - c. maintain the products in satisfactory condition and keep them insured against all risks for their full value on EDDYFI's behalf from the date of delivery;
 - d. not make any alterations to or otherwise modify the products without the prior written consent of Eddyfi;
- (iii) Damages to products while in transit or in the possession of Customer, beyond reasonable wear and tear, will be charged back to Customer.

IV. TERMINATION OF SERVICES

In the event of termination of the Agreement:

- (i) Customer shall immediately pay to EDDYFI all of the EDDYFI's outstanding unpaid invoices and interest and, in respect of rentals and Services (including Data access Services) for which no invoice has yet been issued, EDDYFI shall issue an invoice, which shall be payable by Customer immediately on receipt ;
- (ii) At the end of the Rental Period or Trial Period, Customer shall, at their own cost, return to EDDYFI all rented products, Trial Kits and other products which have not been fully paid for, ensuring compliance with all applicable laws, including those on transporting dangerous goods. The products must be packaged per EDDYFI's instructions to prevent damage or deterioration during transit, considering the destination's remoteness and handling limitations. If Customer fails to return the products, Customer shall be liable for the full payment of the product's value, which shall become immediately due and payable to EDDYFI;

V. LIMITATION OF LIABILITY

In addition to article 16, EDDYFI shall in no event be liable for:

- (i) issues related to physical installation of the products that are necessary to enable the access to Data;
- (ii) issues pertaining to the ability or otherwise of EDDYFI to make the Data or Data Access Services accessible to Customer arising from an incomplete or incorrect installation of the products by Customer at the project site or from any software, hardware, firmware, data, or technology in possession or control of Customer;
- (iii) any loss of Data or storage media in the possession or control of Customer;
- (iv) any suspension or interruption of the Data Access Services, Data access or other Services caused by a breakdown, interruption, malfunction or defect of any telecommunication services or other installation or equipment used or required for the purpose of making the Data, Data Access Services or other Services accessible to Customer, for whatever reason or period of time;
- (v) costs or losses incurred by Customer, directly or indirectly, due to EDDYFI's failure or delay in performing obligations that are prevented or delayed by Customer's breach of the Agreement, including payment obligations, if not cured within the applicable notice period.

ALL SALES OR RENTALS 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.

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