Terms & Conditions

Valid from 13th of December 2024

These Terms and Conditions ("Conditions") herein established by Trackunit ApS, together with its subsidiaries and affiliates ("Trackunit") as may be amended from time to time apply to any solicitation, submission, inquiry, offer, request or arrangement (a "Communication") sale, or delivery with respect to the products, professional services and/or software services ("Services") we sell including but not limited to subscriptions based on fleet level ("Fleet Plan" and subscriptions based on number of assets ("Asset Configuration") ("Products") by any potential or actual customer ("Customer") of Trackunit. These Conditions shall be mutually binding on Trackunit and Customer unless otherwise agreed to in writing signed by an authorized officer of Trackunit. No additional or different terms or conditions will be binding upon Trackunit unless specifically agreed to in writing, signed by an authorized officer of Trackunit. Failure of Trackunit to object to conditions contained in any other writing or other communication from Customer shall not be construed as a waiver of these Conditions nor acceptance of any such other provisions. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein. These Conditions also serve as notice of Trackunit's objection to and express rejection of any terms and conditions of purchase included in any Communication that are different from or additional to these Conditions.

1. Order Confirmation

All quotations for Products, issued by Trackunit to Customer ("Quotes") are issued subject to the Products being unsold. Quotes are only accepted when Customer has received Trackunit' s written acceptance of the Quote, including confirmation in electronic form. If Trackunit issues a Quote to Customer, Customer has to accept in writing, including electronically within 30 days. Cancellation of orders must be made in writing and must be confirmed by Trackunit in writing. Customer is, regardless of the reason for the cancellation, obliged to buy any Products commissioned for the order which cannot be cancelled. The Products in question shall be invoiced to Customer, at the latest by the order's originally planned delivery date, at the agreed purchase price, and subject to any delivery costs.

2. Prices

Prices are as described in the Quote provided to Customer, or as described in the agreement between Trackunit and Customer. Trackunit is entitled to adjust the prices for subscriptions within the Initial Term and any Renewal Term. The subscriptions shall not be adjusted more

than 7% per year upon three (3) months' notice to Customer. Further, Trackunit reserves the right at any time to adjust the agreed prices for non-delivered Products. Any tax, assessment, duty, custom or other fee of any nature imposed upon the Products, their sale, transportation, delivery, use or consumption imposed by any governmental authority, domestic or foreign, on or measured by the transaction between Trackunit and Customer shall be paid by Customer in addition to the price quoted or invoiced.

3. Payment Conditions

All invoices will be sent to Customer electronically. Any cost or fees incurred by Trackunit for the upload of invoices to purchasing portals etc. or printing of physical invoices will be borne to Customer. Payment for Trackunit Products shall be made by the date indicated on the invoice as the last date for payment for it to be regarded as on time. If no such date is indicated, payment shall be made in cash upon delivery. If the delivery of Trackunit Hardware is postponed due to Customer's circumstances (claimant's default), Customer – unless Trackunit notifies Customer in writing otherwise – is still obliged to make any payment to Trackunit, as though the delivery was made at the agreed time. Trackunit is entitled to charge default interest from the time the payment falls due at the maximum rate permitted by applicable law. In the event that Customer disputes the amount of an invoice, it must provide written notice to Trackunit within 30 days of receipt of invoice. The parties shall both use reasonable efforts to resolve any disputes relating to the amount of any invoice within 30 days of notice of such dispute. When sending payment reminders, Trackunit is entitled to make a dunning charge if permitted by applicable law. In the case of default of payment, Trackunit is entitled to request that collection costs are paid in full. In the event that an invoice is not paid on time, Trackunit reserves the right to suspend the subscription without notice until the invoice is paid. If the invoice is not paid within the timeframe set in the reminder to the Customer, Trackunit will have the right to close Customers account including access to any system. Re-activation can be done within 30 days, and Customer shall pay a re-activation fee. Customer agrees to reimburse Trackunit for any costs and expenses (including reasonable attorneys' fees or costs of collection agencies) in connection with the collection of any amounts owed to Trackunit under these Conditions or transaction contemplated hereby.

4. Term and Termination

These Conditions shall stay in effect for as long as Customer has an active subscription to any of Trackunits Products. Trackunit may cancel the subscriptions and terminate the relationship at any time with immediate effect, if Customers account is closed according to Section 3, or if Customer is in breach of any of these Conditions or the specific Product conditions. The subscriptions and the relationship can be cancelled by either party effective

immediately upon written notice, if the other party breaches any obligation in these Conditions which remains uncured within thirty (30) days after written notice, or a petition in bankruptcy or petition alleging insolvency or inability to pay debts when due in the ordinary course of business shall be filed against the other party and is not be dismissed within thirty (30) days, or a receiver shall be appointed for the assets of the other party and not be dismissed within thirty (30) days, or the party shall make an assignment for the benefit of creditors, shall become insolvent, or shall be unable to pay its debts when due in the ordinary course of business.

5. Data Protection and Privacy

The definitions in this Section 5 shall have the same meaning as in the General Data Protection Regulation (GDPR). When you use equipment in which tracking devices of Trackunit have been installed ('the Equipment') as an end-customer you are the Data Controller for Personal Data Processed by Trackunit. As an end-customer (Data Controller) you are obliged to fulfill the obligations in the relevant data protection legislation. The Personal Data relating to the end-users of the Equipment shall be Processed in accordance with the Rights of the Data Subject (e.g., Access to Personal Data). Trackunit acts as Data Processor or sub-processor. Trackunit only Processes Personal Data upon specific instructions from the end-customer (Data Controller) or another Data Processor (e.g., a rental company or Original Equipment Manufacturer (OEM)) acting on behalf of the end-customer as a Data Controller. The relationship between the end-customer and Trackunit or a Data Processor and Trackunit is regulated in a Data Processing Agreement or Standard Contractual Clauses in accordance with the requirements in the relevant data protection legislation. Trackunit is entitled to aggregate and/or anonymize data collected from the tracking devices. When data are anonymized, it is no longer possible to identify the end-user of the Equipment. Trackunit has implemented appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of current legislation. Trackunit and Customer undertake to handle any information as confidential, including but not limited to documents, source code, e-mail correspondence, etc., pursuant to Section 7. After expiration or termination of these Conditions, such information shall remain confidential for three years. The only exception shall be information characterized as general knowledge. Trackunit shall retain the right, but not the obligation to access data generated by Customer for purposes of (a) processing such data on behalf of Customer, and (b) for statistical and benchmarking purposes. Trackunit shall also retain the right, but not the obligation, to store data indefinitely while at all times acting in accordance with all applicable laws and regulation. Trackunit shall not sell or disclose any Personal data unless pursuant to written direction from the Data Controller(s) of such

Personal data or pursuant to court order. However, Trackunit retains the right to analyze and disclose market statistics and benchmarks which, among other sources are based on anonymous operating data from Trackunit Hardware installed on Customer's equipment. Trackunit shall retain the right, but not the obligation to make use of subcontractors with regard to the data Processing, and to make use of Standard Contractual Clauses if needed to uphold applicable data protection legislation and regulation. Trackunit's list of subcontractors is available to Customer at Privacy. Trackunit shall at all times ensure, that the subcontractor meets the same standards as required by these Conditions between Trackunit and Customer. For any questions, please see our privacy policy at www.trackunit.com or contact our DPO at dpo@trackunit.com.

6. Product Information

Any Product information – regardless of whether it stems from Trackunit or one of Trackunit's business associations – including information regarding weight, dimensions, capacity or other technical data, description, prospectus, advertisement etc. which is regarded as providing information, is only binding to the extent that Trackunit specifically refers to it in the Quote and/or order confirmation. Specific requirements from Customer are only binding to the extent they are confirmed in writing by Trackunit. Trackunit reserves the right to revise and discontinue Products at any time and without prior notice. Trackunit will deliver Products that have the same or similar functionality and performance of Products ordered, but changes, including, but not limited to, changes with regard to measurements and weight, due to technical requirements between what is delivered and what is described in specification sheets, catalogues, or the like, are possible. In accordance with EU's Cyber Resilience Act Trackunit will update and patch any Trackunit Hardware for a period of 5 years after the date of delivery. Customer is at all times responsible for Customer's use of Trackunit Products. Customer understands that Trackunit Products shall not be used for any purpose other than equipment managing and tracking. Trackunit reserves the right at any time to suspend a subscription in the event of excessive use of Trackunit's Services and/or API solution. Trackunit prohibits the use of Trackunit Products in any way that is unlawful. In the event that Customer uses Trackunit Products to update their own equipment, Customer is solely responsible for any and all updates and the delivery of such updates including but not limited to Firmware updates or Software updates to Customer's equipment.

7. Protected and Confidential Information

Any type of information which is not publicly available, including drawings and technical documents and other trade secrets, transferred by Trackunit to Customer ("Confidential Information"), shall remain the exclusive property of Trackunit and shall be treated as

confidential by Customer. Such Confidential Information has been developed at substantial expense and contains trade secrets that are the exclusive property of Trackunit. Confidential Information thus must not, without Trackunit's written consent, be disclosed, copied, reproduced or forwarded to a third party or used for any purpose other than the one for which it was intended when transferred. Confidential Information shall be returned to Trackunit upon request. For the avoidance of doubt, Confidential Information supplied by Trackunit does not include information that (a) was generally available to Customer from public or published sources, provided publication did not take place in violation of these Conditions or through fault or omission of Customer, (b) was lawfully obtained from a source under no obligation of confidentiality, directly or indirectly, to either Customer or Trackunit, or (c) was disclosed to the general public with the written approval of Trackunit, and Customer shall exercise due diligence and reasonable care to hold such information in confidence. Customer's confidentiality obligations under this Section 10 shall survive the termination or expiration of these Conditions.

8. Product Changes

Trackunit reserves the right to make changes to its Products at any time, in its sole discretion, including but not limited to discontinuing its Products or issuing updates without notice if this can be done without substantially changing agreed technical specifications and without any substantial change to the Products' shape or function.

9. Software Warranties

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF TRACKUNIT SERVICES IS AT CUSTOMER'S SOLE RISK AND THAT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

The provisions of this clause do not affect any of Customer's legal rights that cannot be excluded under applicable mandatory national legislation, including but not limited to any mandatory statutory warranties. If any part of this limited warranty is held to be invalid or unenforceable, the remainder of the limited warranty shall nonetheless remain in full force and effect. Software Warranties are contingent on Customer maintaining current releases of the software provided by Trackunit. Customer's sole remedy and Trackunit's sole obligation under the foregoing warranty shall be for Trackunit to use commercially responsible efforts to correct any substantial nonconformity of the software reported to Trackunit by Customer. The foregoing warranty shall not apply to any failure to conform by Products that is caused by a) the use or operation of Products in an environment other than that intended or recommended by Trackunit, b) modifications to Products not made by Trackunit, or c)

third party hardware or software provided by third party and not authorized by Trackunit for use of the Products.

10. Online Purchase

If you have purchased any hardware or service on our online platform, and you are not satisfied with your product, you have the possibility to make a complaint on the Online Dispute Resolution website: https://webgate.ec.europa.eu/odr/. It is a free independent online dispute resolution located in the EU.

11. Indemnity

Customer agrees to indemnify, defend and hold harmless Trackunit, its officers, directors, employees, agents and insurers of each of them, from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable attorneys' fees and investigative costs) incurred by Trackunit, arising from, in connection with or as a consequence of (a) any negligent, or wrongful act or omission by Customer; (b) Customer's transfer, use or sale of any Product, except to the extent that such suit or demand arises out of the failure of such Product to meet Trackunit's express warranties; and/or (c) Customer's possession, operation, maintenance, delivery or return of any Product. Such protection shall include, without limitation, claims for personal injury or death or property damage arising out of any act or omission of Customer or its customers. This Section 11 shall survive the termination or expiration of these Conditions.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY PROVISION IN THESE CONDITIONS OR ELSEWHERE TO THE CONTRARY, EXCEPT FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, AND THE INDEMNIFICATION OBLIGATIONS UNDER THESE CONDITIONS: (a) IN ANY ACTION UNDER OR RELATED TO THESE CONDITIONS, WHETHER ARISING IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, NEITHER PARTY, OR ITS AFFILIATE, SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: (i) THIRD PARTY CLAIMS FOR DAMAGES; (ii) LOSS OF, OR DAMAGE TO, DATA; (iii) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (iv) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; AND (b) THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL ACTIONS ARISING OUT OF OR RELATED TO THIS

AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, SHALL IN NO CASE EXCEED THE AMOUNT OF 500.000 DKK OR 80.000 USD OR 70.000 EUR. If applicable, Customer agrees to cause its customers and anybody in the chain of manufacturing supply and distribution including the end customer to be bound by limitations of liability substantially equal to those contained in these Conditions. This Section 12 shall survive the termination or expiration of these Conditions.

Trackunit shall only be liable towards Customer for product liability, if such product liability cannot be derogated from under the mandatory Danish law, and if Customer – in addition to the otherwise applicable requirements under mandatory Danish law – can prove that the defect having caused the damage is a result of Trackunit's negligence.

13. Intellectual Property Rights

If Product is supplied with accompanying software, Customer acquires a non-exclusive and non-perpetual software subscription in the form of a right to use the software for the purpose made clear in the accompanying product specifications. The subscription is only applicable for the contracted term, and will terminate, when the term expires or is terminated. Over and above this, Customer acquires no rights in the form of licenses, subscriptions, patents, copyrights, trademarks of other intellectual rights connected with the Product. Customer acquires no rights to the source code of the software.

14. Force Majeure

Trackunit is entitled to cancel orders or defer the agreed delivery of Products, and is otherwise free from liability for any lack of delivery, or defective of delayed deliveries, which are wholly or partially due to circumstances which are outside the reasonable control of Trackunit, such as any act of God, embargo, rebellion, unrest, war, terrorism, fire, state regulations, strikes, lockout, go-slows, lack of means of transportation, scarcity of goods, sickness, delay in or lack of supplies from suppliers, accidents in production or testing, lack of energy supplies, inability to obtain necessary labor, manufacturing facilities or delays by sub-contractors. All Customer's rights are suspended or are discontinued in such cases. In the event of cancellation or delayed implementation, Customer cannot request compensation from or assert any other claim against Trackunit.

15. Partial Invalidity

If at any time any one or more of the provisions of these Conditions become invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of these Conditions shall not be in any way impaired.

16. Transfer of Rights and Obligations

Trackunit is entitled to assign and transfer, in whole or in part, its rights and obligations under this agreement to a third-party. Customer may not assign or transfer its rights and obligations hereunder without the prior written consent of Trackunit.

17. Governing Law

The parties agree that these Conditions, any sale hereunder, or any claim, dispute or controversy between Trackunit and Customer arising from or relating to these conditions, its interpretation, or the breach, termination or validity thereof, the relationships which result from these Conditions, or any related sale shall be governed by the laws of Denmark, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18. Arbitration

Any dispute, claim or controversy arising out of or relating to these Conditions or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Aalborg, Denmark before one (1) arbitrator, the arbitrator is appointed by the Danish Institute of Arbitration. The arbitration shall be administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Judgment on the award may be entered in any court having jurisdiction. The arbitrator's decision shall be reduced to writing. Further, the award by the arbitrator shall be final and binding on the parties. All judgments are confidential and shall not be disclosed to the public.

Notwithstanding the immediately preceding paragraph, the parties expressly acknowledge and agree that either party may seek from a court any interim or provisional relief, including, but not limited to, temporary or permanent injunctions, restraining orders, or a decree of specific performance that may be necessary to protect their rights or property. In particular, but not in limitation of the aforesaid, the parties acknowledge that the covenants contained in Sections 10 and 15 are unique and integral to these Conditions and that monetary damages would be an inadequate remedy at law in the event of a breach. The remedies provided in this section shall be cumulative and not exclusive and are in addition to any other remedies, which either party may have under these Conditions or applicable law.

19. Survival

Section 7, 11, 12, 17 and 18 shall survive the termination or expiration of these Conditions.

20. Complete Agreement

These Conditions and Trackunit's written acceptance constitute the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties with respect to the Products.

Trackunit Software Subscription

The following conditions are specific for Trackunit software Subscriptions as defined Fleet Plan and Asset Configuration, and shall be subject to Trackunit standard Conditions, with the following additional conditions.

1. Software Subscription

Unless otherwise agreed in writing, the Fleet Plan is calculated from the date indicated on the Invoice. All Fleet Plan will be invoiced from the 1st of the following month after delivery of Trackunit Hardware. Asset Configuration are calculated in the same manner as Fleet Plan described above. Billing frequency is monthly unless otherwise agreed in writing.

2. Fleet Plan and Asset Configuration

Fleet Plan and Asset Configuration are made for an initial term of thirty-six (36) months (Initial Term) and are thereafter renewed automatically for a 12-month period (Renewal Term), unless terminated by either party on terms mentioned in this Section 2. Fleet Plan and Asset Configuration can be cancelled by either party with a notice of three (3) months before the end of the respective Initial- or Renewal Term. No repayment is made for the subscriptions invoiced, even if cancelled earlier than the end of the Initial Term. If subscriptions are cancelled within an Initial- or Renewal Term, non-issued invoice(s) for Fleet Plan or Asset Configuration will be invoiced.

Trackunit IoT Devices Conditions

The following conditions are specific for Trackunit IoT Devices, and shall be subject to Trackunit standard Conditions, with the following additional conditions.

1. Delivery and Transfer of Risk

Products are delivered Incoterms 2020 ex works. If no details are forthcoming from Customer regarding the mode of transportation, Trackunit will dispatch the Products to Customer by a mode of transportation chosen by Trackunit. All costs incurred by Trackunit arising from this shall be paid by Customer and transportation is at the risk of Customer, including but not limited to, risk of loss and damage. Ex works shall be interpreted in accordance with Incoterms 2020 or if outdated whichever Incoterms is valid at the time of the order and/or order confirmation.

2. Delay

The delivery time shall be stipulated by Trackunit in accordance with its best estimation in accordance with those conditions which exist when the Quote was accepted/the agreement was signed. The estimated date of delivery shall never be regarded as a deadline. Unless specifically agreed to in writing otherwise, Trackunit has the right to postpone the delivery time by fourteen (14) days for any reason and in any respect shall be regarded as a delivery being on time. Subject to Section 14 in Trackunit's standard Conditions, if Trackunit does not perform delivery in accordance with the above, Customer can insist on the delivery and specify a final, reasonable deadline for such delivery. If the delivery is not made by the deadline, Customer is entitled to cancel the order. Beyond this, Customer cannot make any demands or claims against Trackunit as a result of the delay and cancellation of the order. Cancellation shall be Customer's sole and exclusive remedy for any such delay.

3. Regulatory Approvals

Trackunit will acquire approvals in accordance with applicable product compliance legislation in the countries that are strategic for Trackunit. If Customer requires an approval in a certain region or countries this can be requested at Trackunit. A Quote will be issued for any such approval, if possible, under applicable legislation. In the event that Customer or end-customer is required to apply for an approval themselves in accordance with applicable legislation, Customer or end-customer can request assistance from Trackunit at a cost. Customer agrees that any Products purchased by Customer may be used as a hub for transmission of other Trackunit or third-party units' proximity location and sensory data via the Product's Bluetooth signal. Products are only used as hubs for transmission of proximity location and sensory data and do not enable users of devices to get access to the proximity location and sensory data of other Customers' units. If the user of any mobile devices containing the Trackunit app used for proximity location of Trackunit units (hereafter "the mobile device"), has consented to the use of the mobile device as a hub in accordance with the national rules implementing Article 5 (3) of Directive 2009/136, then the unit will be used as a hub for transmission of proximity location and sensory data from Trackunit units. The user may at any time withdraw any consents given in this regard. Withdrawal of consent entails that the device will no longer be able to be included as a hub in the Trackunit network used for identification of proximity location or sensory data. The purpose of the use of the mobile device identifier is to enable creation of a Trackunit network of hubs for identification of Trackunit units. The mobile devices are only used as hubs for transmission of proximity location and sensory data and do not enable users of devices to get access to the proximity location or sensory data of other Customers' units. Trackunit KIN Products sends out signals which, if transmitted via other Bluetooth devices, enable the user to receive information on the proximity location of the KIN. The proximity location data, as a

starting point, does not enable identification of natural persons. However, if the KIN is attached to a device which indirectly can be connected to a natural person, Section 8 of these Conditions applies. Under no circumstance shall Trackunit be liable if Customer choses to use Trackunit IoT Devices as a conduit to update Customers or end-customers equipment in which Trackunit IoT Devices is installed. Customer understands that Trackunit has no control or rights over the equipment in which Trackunit Products are installed and cannot guarantee functionality of the equipment and therefore not be held liable for such.

4. Warranties

Customer is obliged to inspect the Products immediately upon receipt. If any difference in terms of quantity, quality or any other defect is noticed, Customer shall, immediately after receipt, without unfounded delay, inform Trackunit in writing of the defect. Trackunit warrants that Products produced by Trackunit shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery although not for defects which should have been noticed during Customer's inspection upon receipt of the Products, cf. above. Upon agreement with Trackunit, any defective Product can be returned to Trackunit. If Customer elects to return a Product Trackunit's prior written approval any costs associated with such return shall be borne by Customer. The Product shall be returned to Customer if Trackunit' s examination shows that the Product is not defective. Freight and insurance shall be paid by Customer. Trackunit also reserves the right to invoice Customer for the technician's time for investigating the fault. If Trackunit discovers defects, Trackunit shall send the repaired Product or a replacement Product to Customer. Trackunit shall choose the mode of dispatch and shall pay for freight and insurance. For parts which are replaced or repaired, Trackunit has the same obligations as those which applied to the original Product. Trackunit is not responsible for defects which are due to normal wear and tear, opening of the units, lightning, fire, overloading, water, improper maintenance, incorrect installation or faults with repairs carried out by anyone other than Trackunit. If Customer requires installations done by Trackunit, Trackunit will issue a Quote for this installation. Trackunits liability towards Customer or end-customer for installation is always limited to the amount paid by Customer or end-customer to Trackunit for the installation. Furthermore, Trackunit renounces all liability for any installation costs in connection with a defective Product. Any costs in this respect shall be borne by Customer. THE LIMITED WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON TRACKUNIT'S PART.

5. Limitation of Liability for Connectivity

Trackunit renounces liability for any operational problems at the chosen tele-operator and supplier of digital grids. Customer acknowledges that all Products are made available only within the operating range of Trackunit networks or Trackunit's supplier's networks. Service may be refused, interrupted, or limited because of a) facilities limitation, b) transmission limitation caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, and other causes reasonably outside of Trackunit's control; or c) equipment modifications, upgrades, reallocations, repairs, and other similar activities necessary for the proper or improved operation of services. Connections may be dropped for a variety of reasons including without limitations changes in political climate, atmospheric conditions, topography, wireless systems overcapacity, weak batteries, or gaps in coverage within a wireless services area. Under no circumstances shall Trackunit be liable for the failure of a service provider to perform. Customer understands that Trackunit and its service providers cannot guarantee the security or wireless transmissions and therefore not be held liable for such. Trackunit renounces all liability for any repairs to damage which the Product or use thereof may entail. Trackunit's liability towards Customer for loss or damage arising from defective quality or for any other non-conformity is limited to the purchase price of the Trackunit equipment claimed to be defective.

Data Feed Subscription

The following conditions are specific for Trackunit Data-feeds, and shall be subject to Trackunit standard Conditions, with the following additional conditions.

1. Subscriptions

Unless otherwise agreed in writing, the subscription is calculated from the date of the invoice and shall be invoiced from the 1st of the following month. Billing frequency is monthly.

2. Term and Termination

Unless otherwise stated in the Quote, all subscriptions are monthly and can be terminated by giving running month plus one (1) month notice to Trackunit.

3. Software Warranties

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF TRACKUNIT SERVICES IS AT CUSTOMER'S SOLE RISK AND THAT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
Customer is sole responsible to make available to Trackunit any and all access to the Data-feed in order for Trackunit to be able to display the data from the Data-feed in Trackunit Applications and potential API Exports. Customer shall make sure that Trackunit is allowed

to receive the Data-feed and that any and all licenses or other rights needed to display the Data-feed in the Trackunit Manager on behalf of Customer is obtained and upheld. Trackunit does not warrant or represent any functionalities, services or other elements relating to the Data-feed or its delivery to the Trackunit Manager outside Trackunit control

4. Limitation of Liability for Data-Feeds

Trackunit is not liable in any way for any functionality, services, licenses, connections or other elements in relations to the Data-feed or any hardware or software relating to the Data-feed other than the functionalities and services provided by Trackunit and presented in the Trackunit Application layer. Trackunit shall have no obligations in relation to the use of the Data-feed and circumstances in relation to third-party hardware or software. Customer shall have no right to full or partial refunding of the payment of subscription for the Data-feed because of but not limited to defective product, defective installation, breakdown with network operators, failure in providing the data via the Data-feed to Trackunit from a third-party or Customer.

Trackunit KIN conditions

The following conditions are specific for Trackunit KIN and shall be subject to Trackunit standard Conditions as well as Conditions for Trackunit Hardware, with the following additional conditions.

1. Subscriptions

The subscription accompanying the Trackunit KIN device is either a lifetime subscription of that particular Trackunit KIN device invoiced as an upfront payment, or it can be a monthly subscription. Lifetime subscriptions will be invoiced from the 1st of the following month after delivery of Trackunit KIN. Monthly subscription will be invoiced from the 1st of the following moth after Product activation. Commercial details are listed in the Quote issued to Customer. No subscription can be transferred or otherwise assigned to another device.

2. Cancellation

Customer may at any time cancel the subscription of any or all units by offboarding the Product in the tools provided by Trackunit. Customer is sole responsible for offboarding the Products from Customer's account. In the event that a monthly subscription has been chosen termination applies current month plus one month after offboarding.

3. Product Information

Customer understands that Products does not relay proximity location data unless the Products are in the vicinity of a Trackunit Raw device or a mobile device with downloaded Trackunit apps that can pick up the Bluetooth signal from the Products. Customer is sole

responsible for onboarding and offboarding the Products to Customers account using the onboarding tool provided by Trackunit. Trackunit KIN Products sends out signals which, if transmitted via other Bluetooth devices, enable the user to receive information on the proximity location of the KIN. The proximity location data, as a starting point, does not enable identification of natural persons. However, if the KIN is attached to a device which indirectly can be connected to a natural person, Section 5 of Trackunit standard Conditions apply.

5. Limitations of Liability

Customer is sole responsible for the onboarding, offboarding and usage of the Products, Trackunit shall not be held liable for any Products that are onboarded incorrectly or any misuse of the Products.

Network Access (Mesh) conditions

The following conditions are specific for Trackunit Network Access and shall be subject to Trackunit standard Conditions, with the following additional conditions.

Network Access relies on Bluetooth technology embedded in the Trackunit Raw ("Units") to create a connected network that can pick up any tags that are verified on Trackunit platform ("Network"). Trackunit is offering existing customers access to use the Network created by the Units owned and/or operated by the customer.

1. The Network Access

Customer must be an existing Trackunit customer ("Customer") with a valid Trackunit account to access the Network. Units communicate using Bluetooth technology to create a Network. It is possible for other devices to connect to the Units and use the Network. By signing up for the Network Access an existing Customer is granted access to use the Network. The access and the Network are made available "as-is" and with no warranties or guarantees at all. No specific performance, stability, transfer capacity or quality can be ensured or guaranteed, and it is up to the Customer to evaluate and examine whether this functionality is fit for purpose and technically utilizable for them including the available connectivity. Connectivity is influenced by technical noise, distance, range etc. and Units may be moved, turned off, malfunction or disconnected. Customer's other devices must by Customer be paired and connected with the Units' Network, which may entail exchange of decoders/pairing codes etc. Customer is responsible for the Units and what data they transfer through the Network. The connection is established and controlled by the Customer, however the data sharing and transfer through the Units can be blocked by Trackunit and will be blocked if data quantity is exceeded or if Trackunit discovers the Units are being utilized in a manner not suited for the Mech Network.

2. Intellectual Property Rights and ownership to data

Trackunit owns all rights, title, and interest, including all intellectual property rights, in and to the Units, Trackunit API, products, services and brands/trademarks and all related technology, websites and content, and any modifications or derivative works of the foregoing (collectively, the "Trackunit Materials"). Trackunit does not assign or grant you any right, title, or interest in the Trackunit Materials. Trackunit holds no rights to the Bluetooth technology as such.

3. Ownership to data

Customer shall retain full ownership of any data transferred from/to Customers own devices through the Network and Trackunit is not entitled to store such data except for any technical necessary and temporary storage that may be necessary as part of the transfer and use of the Network. Trackunit shall not use such data or access to such device data for any other purpose than fulfilling the obligations and duties in these Terms and the terms and conditions you have agreed with Trackunit.

4. Subscription fee

Fees for utilizing the Networks are stated in a Quote from Trackunit which is subject to Trackunit standard Conditions.

5. Warranties

Trackunit is not in any way responsible or liable for the use or misuse of the Network and the performance of the Network in any way even if the Units are defective or blocked by Trackunit because any data transfer quantity is exceeded or being utilized in a manner not suited for the Mech Network. Trackunit reserves the right to block or disconnect any Customer devices without warning if Trackunit deems the Customers use and/or the devices connected to the Network to impose any risk to the Units, the Network or the data transferred to/from such Units or there is any risk of transfer of malware, viruses, worms, harmful code etc. or the Customers use or connected devices may create any risk of liability for Trackunit or any third party. The Customer is solely responsible and liable for connecting Customers devices to the Network, and whether such use is lawful or compliant with any third-party rights or restrictions eg. in any terms applicable for such devices.

6. Termination

The Customer may terminate the use of the Network at the end of the initial terms as defined in the Quote by disconnecting the devices ceasing the use of the Network and providing written notice to Trackunit. Such termination and cease of use will take effect from next invoicing period. Trackunit may terminate your use of the Network for no cause

upon thirty (30) days' notice before next upcoming invoicing period. Upon any termination, the Customers rights and subscriptions to use the Network will cease. Trackunit will have no obligation or liability resulting from termination.

Iris Data Sharing Service conditions

The following conditions are specific for Trackunit Data Sharing, and shall be subject to Trackunit standard Conditions, with the following additional conditions. The Conditions for Iris Data Sharing shall apply for Trackunit's existing Customers and registered users of Iris wanting to use Trackunit's Data Sharing Service ("the Data Sharing Service").

1. The Network Access

By signing up for the Data Sharing Service an existing Customer ("the Granting Customer") can choose to share and export the Granting Customers own data ("Selected Data") on the Granting Customers Iris account with another Customer ("the Receiving Customer") through the available sharing options on Iris granting a Receiving Customer the right and possibility to extract or import the Selected Data, and the Receiving Customer can after agreement with the Granting Customer alter, enrich, supplement etc. the Selected Data and share such modified data back ("Modified Data") with the Granting Customer by exporting it back to the Granting Customers account on Iris. The Data Sharing Service and the functionality supporting the sharing functionality (exporting the Selected Data from Iris and importing the Modified Data to Iris) is developed by Trackunit and offered as an "as-is" functionality, and is up to the Granting and Receiving Customer to evaluate and examine whether this functionality is fit for purpose and technically utilizable for them including the available API's etc.

2. The Granting Customer and the Receiving Customer

Trackunit is only offering and operating the sharing functionality as a part of Iris, the data being shared, the modification of such data and the possible sharing of modified data is the sole responsibility of the Granting and Receiving Customers. The Granting and Receiving Customers must be Trackunit Customers with active accounts to access the Iris platform and Data Sharing Service. The Granting Customer is responsible for selecting the Selected Data to be shared with one or more of Receiving Customers and the Granting Customer actively appoints the relevant Receiving Customer they wish to grant access to the Selected Data. The Granting Customer may at any time change or block the access to Selected Data and stop the sharing of the Selected Data. The Customers shall be solely responsible for entering into an agreement, including any form of agreement the parties may deem necessary e.g. Data Processing Agreement, NDA, Data use/license agreement etc. and agreeing upon what the Receiving Customer can and cannot do with the Selected Data, including how the

Selected Data should be modified and what Modified Data is exported back to the Granting Customers Iris account or by other means, and what the Granting Customer can and cannot do with the Modified Data. Such inter partes agreement are solely a matter between the Granting- and Receiving Customers and of no concern to Trackunit. The Customers acknowledge and agree that they will use the Data Sharing Service for legal purposes only and that they will:

A. Not Violate any applicable laws or regulations or promote unlawful activities;

C. Not Interfere with, disrupt, damage, harm, or access in an unauthorized manner the machines, systems, hardware, servers, networks, devices, data or other property or services of Trackunit or any other third party;

B. Not Infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights, including database rights or rights to/in the data being shared;

D. Not violate any data protections rules, including GDPR or local similar regulations.

The Customers shall respect and comply with the technical and policy-implemented limitations of the Data Sharing Service and the restrictions of these functionalities being offered by Trackunit. Any attempt to violate the limitations or to circumvent any restrictions on Iris and the Data Sharing Service is considered material breach of contract and entitling Trackunit to terminate all agreements with such Customer. Trackunit reserves the right to terminate Customers Iris account or to block a Customers Data Sharing Service, if Trackunit determines that the Customer has breached any requirement or obligation of this Section. Should a Customer experience violation of inter partes agreement with another Customer, the Customer is welcome to share the information with Trackunit, but Trackunit is not obligated to act on such violation or to assist the Customer in such a matter. However Trackunit reserves the right to use such information and to impose restrictions or actions upon a breaching or infringing Customer even if the Customer has not breached any agreement with Trackunit as such.

3. Intellectual Property Rights

Trackunit owns all rights, title, and interest, including all intellectual property rights, in and to Iris and the Data Sharing Service, Trackunit API, products, services and brands/trademarks and all related technology, websites and content, and any modifications or derivative works of the foregoing (collectively, the "Trackunit Materials"). Trackunit does not assign or grant Customers any right, title, or interest in the Trackunit Materials.

4. Rights to or in the Selected and Modified Data

The Customer retains full ownership of any intellectual property rights and trade secrets in their data, and no rights are granted by these Conditions, except the right for Trackunit to support the sharing of the data through the Data Sharing Service, and within the selections and appointments done by the Customers to host, distribute and facilitate sharing of the selected data.

5. Prices, Subscriptions and Payment

Fees for using the Data Sharing Services is stated in a Quote and subject to Trackunit standard Conditions.

6. Representations & Warranties

Trackunit is not in any way responsible for the use or misuse of the Selected Data or Modified Data or any defects or missing data, and no rights are granted by Trackunit or restrictions imposed to or on such data and the use hereof or as a result or consequence of using the Data Sharing Service, and the rights or restrictions to such data is solely a matter between the Granting and Receiving Customers to agree upon.

7. Indemnification

Customer shall indemnify and hold harmless Trackunit from and against any third-party claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from: (i) Costumers use of the Data Sharing Service, (ii) third party infringement related to the exchange of data through the Data Sharing Service; or (iii) breach or alleged breach of these Conditions. At Trackunit's request, Customer also agree to defend Trackunit against any such claims related to the use or misuse of data by using the Data Sharing Service but Trackunit may participate in any claim through counsel of its own choosing, and the parties will reasonably cooperate on any defense and settlement. The Customer may not settle a claim without Trackunit's prior written consent (not to be unreasonably withheld). Should Trackunit receive information that the Customers are sharing illegal data, including data infringing third party, Trackunit reserves the right to delete or hinder the parties access to the Selected and or Modified Data and suspend the Data Sharing Service. The Customers will be informed by Trackunit should such a situation occur.

8. Limitations of liability

THE MAXIMUM CUMULTATIVE LIABILITY OF TRACKUNITS FOR ALL ACTIONS, NON-PERFORMANCE DEFECTS ETC. ARISING OUT OF OR RELATED TO THE USE OF THE DATA SHARING SERVICE AND ACCOMPANYING SERVICES SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER FOR THE DATA SHARING SERVICE WITHIN THE PRIOR 12 MONTHS FROM THE BREACH OR TORTIOUS ACT GIVING RISE TO THE

CLAIM OR THE MAXIMUM AMOUNT STATED IN THE TERMS AND CONDITIONS – WHATEVER IS LESS.

9. Maintenance, Changes and Modifications

Trackunit may perform maintenance on Iris or the Data Sharing Service, which can result in the Data Sharing Service being full or partly inaccessible or slow for a period and may modify the Marketplace and its features at its own discretion. Trackunit typically performs maintenance or makes these changes as part of its overall maintenance and development program with same impact on all Customers and is unable to provide notice of the changes to all Customer individually. Trackunit will have no liability resulting from the actions described above but will use reasonable endeavors to minimize inconvenience for the Developers and Users, but no specific performance level is guaranteed. Trackunit reserves the right, in its sole discretion to alter or delete any functionality contained in the Data Sharing Service, including API's or restrict access at any time. In the event such changes materially reduces a core function of the service ("Critical Changes"), the Customer shall notify Trackunit of such concern so that the parties can work together in good faith to address those concerns, if such Critical Change cannot be addressed to the reasonable satisfaction of both parties within thirty (30) days, then Customer may terminate the agreement for the Data Sharing Service. Any objection may only be raised within thirty (30) days of receiving notice of such change. Trackunit may modify these T&C from time to time and will use reasonable efforts to notify Customers on a general level e.g., as general notices on the webpage. Customers may be required to click through the modified T&C to ensure acceptance and in any event your continued use of the Data Sharing Service after the modification constitutes your acceptance to the modifications. If Customers do not agree to the modified Terms, your sole remedy is to terminate your use of the Marketplace as described in Section 9.

10. Termination

Customers Termination
Customer may terminate the use of the Data Sharing Service at any time by providing written notice of at least one month to the end of a month to Trackunit.

Trackunit's Termination
Trackunit may terminate your use of Data Sharing Services for no cause upon three months' notice to you.

Termination due to breach
A party may terminate the Data Sharing Service without further notice, if the other party is in material breach with these Data Sharing Service conditions.

Iris X conditions

The following conditions are specific for Trackunit Iris X and shall be subject to Trackunit standard Conditions, with the following additional conditions.

Trackunit Operating Data Platform ("Iris X") enables users of Trackunit's platform and services to utilize a range of tools and services such as system integrations, workflow automation, data lake, data analytics, Gen AI interfaces, and SDKs, to help organizations scale and deliver on their digital ambition. These Terms and Conditions ("Iris X Conditions") apply to all deliveries of Iris X services and transactions ("Service") to any Customer ("Customer").

1. AGREEMENT BY QUOTES

The Services will be agreed pursuant to a separate order confirmation, service agreement or similar specifying the Services, the scope, price and/or technical specification applicable to the Services to be provided (a "Quote").

Each Quote constitutes an individual agreement separate from other Quotes. No cross effects apply between any Quotes nor in relation to any other agreement entered into between the parties. Breach, defects, delay, termination for any reason etc. relevant to Services under one Quote does not affect any other Quote or agreement between the parties. Limitations of liability applies to and are calculated for each Quote as well as any other agreement separately. Termination (for any reason) of another agreements does not affect a Quote and vice versa. Notwithstanding the foregoing, if Customer is in breach of any agreement between the parties, Trackunit may terminate one or more agreements for cause with immediate effect and exclude access to Iris X.

2. THE SERVICE

Trackunit will use commercially reasonable efforts to make the Service set out in a Quote available at all times, except for planned downtime and any unavailability caused by external events. Trackunit will use commercially reasonable efforts to correct any errors and incidents. Trackunit does not warrant any specific service levels for the performance of the Service or error correction timeframe, nor that the Service will be error-free or that the Service will be without interruptions. Any planned downtime will, to the extent reasonable possible, be placed outside of normal business hours, e.g. at night or at the weekends.

3. OPERATIONS AND PAYMENTS

The right to use the Service is granted pursuant to Customer making payment to Trackunit. Prices are as described in the Quote provided to Customer, or as described in the agreement between the parties.

The Service is a usage-based model build on Iris X Operations. To use the Service, Customer must ensure to have the appropriate number of Iris X Operations on Customer's account. Consumption of Iris X Operations is based on use of the Service. Every Service has a specific Iris X Operation cost. The Iris X Operation cost is stated in Iris X before Customer's request of a specific Service. Iris X Operations are charged upfront as state in the Quote. At the end of a subscription period any unused Iris X Operations will expire and be invalid. In the event that Customer has spent all Iris X Operations prior to refilling the Iris X Operations, Services can be used until the end of the month in which all Iris X Operations was spent. The overage of usage of Iris X Operations will be invoiced to Customer at the end of that month if Customer has not refilled the Iris X Operations. Any overage usage or Iris X Operations needed will be invoiced as agreed in the Quote.

4. SUBCRIPTION FOR USE OF TRACKUNIT'S Iris X AND SERVICE

Trackunit owns all rights, title, and interest, including all intellectual property rights, in and to Iris X, Trackunit's API, products, services and brands/trademarks and all related technology, websites and content, and any modifications or derivative works of the foregoing (collectively, the "Trackunit Materials"). While using Iris X, you may create, develop, or produce intellectual property. Iris X and Trackunit do not claim any ownership over such customer-generated content. In short, what belongs to you stays yours. Provided that Customer make payment to Trackunit, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Service, including any upgrades, updates, versions, releases, results from maintenances and development services, etc. provided by Trackunit during the term specified in the Quote. The subscription is unlimited in relation to territory, configuration, form, design, method and medium, as long as any rights are executed for Customer's own internal use. Customer can allow any affiliated company to use the Service for such company's own purposes on the same terms as Customer. Customer will remain directly liable for any use of the Service and for compliance with the terms relating thereto, including for Customer's affiliated companies. The Service may be used only as expressly permitted unless otherwise permitted by mandatory legislation in force. If Customer uses the Service in violation of the law, these Iris X Conditions, Quotes, General Terms or Service Terms, Trackunit may immediately and without notice cancel or terminate the subscription with immediate effect on the grounds of material breach. Customer has no right to receive a copy of the source code to Iris X. Customer only has a right to receive a copy of the object code to the extent the Service is provided for client-side installation.

5. DATA AND SECURITY

Customer holds all rights to Customer's own data, including intellectual property rights. Customer is responsible for ensuring integrity and correctness of data, and in instances where Trackunit is not the data collector backup of Customer's data. Customer is responsible for the accuracy and integrity of any data processed by Trackunit when utilizing the Services; and Customer's transfer, migration and/or conversion of Customer's data to or from the Services.

6. CHANGES AND TERMINATION

Iris X may at the sole discretion of Trackunit be subject to changes from time to time, including by addition or removal of features, provided that such replacement does not have a material adverse effect on the Services as a whole. The changes may occur without notice. However, Trackunit will use reasonable efforts to notify Customer in advance. If Iris X is delivered using Trackunit's software or hardware, Trackunit may release upgrades to the software or hardware without Customer's prior consent. A subscription and purchase of Iris X Operations cannot be terminated or revoked by a party within the subscription period. Notwithstanding the foregoing, with at least 3 months' notice before the expiry of a subscription period Trackunit may decide not to renew a subscription if Trackunit cease to provide the Service. Any unused Iris X Operation will in this situation be reimbursed by Trackunit by the expiry of the subscription period.