

GENERAL TERMS AND CONDITIONS

By using the services and products of Eupry ApS (hereinafter Eupry), the user or buyer (hereinafter the Customer) automatically accepts the GENERAL TERMS AND CONDITIONS set out below. Please read these terms carefully.

Any deviation to the general terms and conditions must be agreed and signed by both parties in a separate agreement.

Eupry ApS

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1. General provisions

- 1.1 When ordering services or products OR when using Euprys online software services or by any sales subsidiary or representative, the Customer accepts these terms. Acceptance takes place by **A.** written approval or signature of a contract or quotation OR **B.** by registering as a user to any of Euprys online services and products.

2. Acceptance of subscription terms

- 2.1 The Customer fully understands and agrees to these terms as indicated by our continuing instructions and confirms the commitment to the subscription by:

- A written approval or signature of a contract or quotation.
- Paying the invoice for the specific subscription.
- Upon the Customer's registration or entering credit card information if procured online.

When the Customer commits to subscription(s) from the Eupry, it will automatically be renewed until the Customer cancels the subscription in writing to Eupry's support service.

- 2.3 The use of Eupry's software and hardware solely entails a right of use. Any ordering of products and services from Eupry takes place with the Customer's consent, by purchasing the product and service. For a subscription the number of users can be created, which the individual subscription prescribes, but only one legal entity can use it. If the Customer uses an automatic payment service, the Customer may change credit card details in order to keep the details updated at all times.

3. Copyright

- 3.1 Any and all material posted on Eupry's website, including software, belongs to Eupry. Any and all material supplied by Eupry, which is located at the premises of the Customer, including rented hardware, belong to Eupry. This includes designs, texts, functionalities and overall impressions. Should the Customer wish to cite or otherwise refer to Eupry, the Customer is requested to obtain prior written permission from Eupry.

4. Eupry's services

- 4.1 Eupry has developed a product and a service, which will assist the Customer in monitoring and validating conditions under which sensitive resources are stored. The service and the system can notify the Customer/the user in the event of the conditions not corresponding to the Customer's requirements. In this respect, a number of reservations are made, which are described in detail in the system's technical description. In addition to that, Eupry has no obligations towards the Customer.

5. Identification and liability to pay

- 5.1 Upon registering with Eupry, the Customer registers correct information as to the identity and validity of the Customer and guarantees that the information about the Customer is true and correct.

6. Prices and terms of payment

- 6.1 All prices are stated exclusive of VAT and can be in Danish kroner (DKK), Euro (EUR) or US dollars (USD). Changes in exchange rates, duties, insurance, net price index, freight and delivery costs imply that Eupry may change prices so that Eupry's circumstances remain unchanged.
- 6.2 Price revision during the initial committed contract period, Eupry may increase the fees payable for the services under this Agreement by an amount not to exceed six percent (6%) per year.
- 6.3 The payment is as standard an annual advance payment, and in special circumstances, it may be possible to choose a longer or shorter advance payment.

Automatic credit card payment

- 6.3 Eupry levies charges on a number of services (e.g. when the Customer pays by credit card, a charge of between 1.5% and 0.5% of the purchase price is levied, depending on the credit card being used). This will appear clearly from the Customer's order. The charges are levied in accordance with Eupry's applicable prices from time to time.
- 6.4 In connection with Eupry's service, Eupry's payment service provider will automatically draw an amount annually, based on the Customer's choice of payment method for the subscription. For each payment, the subscription price plus 1.5% per transaction is charged.
- 6.5 It is the responsibility of the Customer to cancel the agreement if the Customer no longer wants to use payment by credit card. As for annual payments, payments cannot be refunded in connection with a potential cancellation of the purchase.

Payment by invoice

- 6.6 The invoice will be forwarded by email and Eupry is entitled to collect a payment and invoice charge in relation to the payment. The payment condition for the invoice is 14 days from the shipment date. The invoice may be paid through the Customer's own bank or online with a credit card through Eupry's payment service.

Payment by check is not accepted

- 6.7 Eupry does not accept payments by checks as our Bank has stopped supporting checks..

7. Competing business and rights

- 7.1 The Product, including all intellectual property rights therein, is and will remain Eupry's exclusive property. You acknowledge and agree that any feedback, suggestions, or ideas you provide regarding the Product may be used by Eupry without any obligation to compensate you.
- 7.2 Upon registering with Eupry you automatically confirm that you are not competing with Eupry or working for a business competing with Eupry. Competing business is defined as you working for or owning a business selling wireless sensors or IT systems/websites for the monitoring or validation/mapping of temperature or humidity. Any software, design, architecture, text etc. are protected by copyright and names and proprietary terms are trademarks in use. Also, "Eupry" is a registered trademark registered with the Danish Patent and Trademark Office. Any infringement hereof will be subject to legal action and claims for damages. Eupry owns the rights to the software. Eupry is entitled to assign its obligations under these business and subscription terms to a third party.

8. Responsible use of the services

- 8.1 The services are for the Customer's own use only. This means that the Customer cannot resell or otherwise use the services commercially. The Customer is responsible for the services not being used for illegal or unethical purposes. The Customer is responsible for the wireless sensors solely applying Eupry's Safe Internet Connection.
- 8.2 Eupry is primarily supplying the services in the EU, UK and the US, but not limited to. Many of Eupry's services can be used worldwide. There are country specific limitations in relation to service offerings. Examples of this are:
- Sms and phone call services are not activated or available in some countries.
 - Hardware not certified to country specific standards, hence the hardware is only CE and FCC certified.
 - Be aware that this is a non-exhaustive list and there might be more country specific limitations. Please contact Eupry for more information on a specific country.

9. Default

- 9.1 If payment is not effected on the predetermined due date, this may imply additional collection costs for Eupry, including payment of interest and dunning charges. Initially, payments with credit cards from the Customer to Eupry take place automatically in advance once the Customer has registered the credit card.
- 9.2 Upon late payment, default interest is charged as per the due date at a rate of 2% for every month or part of a month as well as a charge of € 15 for each reminder. Collection proceedings may commence without prior notice. If the collection proceedings are referred to a lawyer, the lawyer or Eupry may charge additional collection costs. In the event of breach of Eupry's business terms, the agreement terminates with immediate effect. Eupry is entitled to close the Customer's access to the software and hardware if payment is not effected on time.

Closing and blocking by Eupry

- 9.3 The Customer's access to Eupry's service may be blocked or subscriptions may be terminated if the Customer materially breaches the agreement by e.g.:
- The Customer submitting important information to Eupry that is incorrect or wrong
 - The Customer not paying any outstanding amounts even after having received reminders
 - The Customer being insolvent or if Eupry may reasonably assume that the Customer is insolvent or the Authorities file a petition in this respect.
 - The subscription being used contrary to clauses 7 and 8.
 - The Customer, despite Eupry's notice in this respect, applying software/hardware in a manner that may cause damage or be detrimental to Eupry or a third party, e.g. by applying the software/hardware in contravention of the law or national regulations.
- 9.4 Due to breach by the Customer is not entitled to any reduction in charges or subscription fees for the time during which the subscription is closed or blocked.

10. Limitation of liability

- 10.1 Eupry makes reservations as to the occurrence of server failure. In connection with updating software or equipment, Eupry is entitled to close down access for a limited time; typically at a time when as few Customers as possible will be affected. Access to Eupry's software is developed on a current basis, and Eupry provides access to the software "as is" and without guarantees. Eupry cannot be held liable for direct or indirect losses – including loss of profit, loss of income, damage or fines – incurred in connection with the use of Eupry's software and hardware. Eupry is not liable for any hacking attempts, viruses, browser errors, cooling unit breakdowns or other types of force majeure. It is for the Customer to ensure that all bookkeeping takes place in compliance with the vouchers exchanged between the Customer and Eupry.

- 10.2 Eupry does not provide advice in relation to the correct storage of sensitive assets, but is willing to answer any questions that may be documented in guidelines and other best practices (e.g. from the Danish Veterinary and Food Administration or under GDP - the Statutory Order on Good Distribution Practice). The Customer is responsible for checking whether the conditions are correct for storing the resources. The Customer is responsible for ensuring the correct setting of alarms.
- 10.3 Eupry is responsible for backup routines and data storage for a duration of time according to the service agreement.
- 10.4 The Customer is responsible for informing Eupry in the event of change of address, telephone numbers, cell phone numbers, email addresses, VAT numbers and other personal information, which may be registered in the account and which are relevant in relation to payment, integration with external parties etc.

11. Data processing

- 11.1 The users of the database, including the Customer, are the data subjects in accordance with the General Data Protection Regulation and Eupry is the data controller. Eupry's Customer and User Privacy Policy Notice will apply.
- 11.2 As the data controller, Eupry carries through regular security checks of the database to ensure that the database is operating with an adequate level of security.
- 11.3 The Customer has the option to establish integration with a third party with which Eupry cooperates. By activating such integration, the Customer accepts that all data collected, except for payment details, may be passed on to such third parties. The integration may be deselected again at any time. All data passed on to the third party during this interval is no longer the responsibility of Eupry and the Customer will be solely responsible for properly processing such third party data.

Data collection

- 11.4 By using Eupry's website, software, and hardware, the Customer agrees to and accepts Eupry's collection of information about user behavior. Eupry's collection of data takes place anonymously and the data is used to optimize services and to organize the software.

Confidentiality and security

- 11.5 All data entered into Eupry's software or obtained during use activities related to the Customer is not accessible to anybody other than the of the customer defined roles and responsibilities.. However, Eupry is able to oversee and control any such data. In doing so, Eupry treats all data confidentially and in accordance with the principles under the General Data Protection Regulation. All of Eupry's sites apply SSL Encryption. Eupry has created software with a high degree of security in order to prevent that unauthorized persons gain access to data.

Data Ownership

- 11.6 Data created by the Customer and its users in Eupry Logger, and by all data logging units delivered by Eupry to the Customer, belongs to the Customer. Eupry hosts the data for the Customer and has the right to process and analyze the data in order to provide different services to the Customer (e.g. to create alarms etc.)

Anonymized Data supporting the Global Development Goals

- 11.6.1 By using the service, the Customer grants Eupry a non-exclusive, royalty-free, worldwide license to collect, store, process, analyze, and use the Customer data in an anonymized and aggregated format. This anonymized data may be combined with data from other sources to create aggregated and statistical information that does not identify any specific individual or company. You understand that the anonymized data we share with third parties does not contain any personally identifiable information and cannot be used to directly identify you or your organization. Eupry takes reasonable measures to ensure that the anonymization

process irreversibly removes any personal identifiers and protects the privacy of our users. The use of anonymized data allows Eupry to ie. help equipment manufactures to optimize their product quality, energy consumption, etc. and thereby support the global development goals. Furthermore it will allow Eupry to improve the services, and provide valuable insights to our Customers and Partners.

However, under no circumstances will Eupry disclose any data in a manner that violates applicable privacy laws or breaches our commitments regarding the protection of your data. Please note that our use of anonymized data is subject to our Privacy Policy, which outlines our practices regarding data collection, usage, storage, and disclosure. Eupry encourages the Customer to review our Privacy Policy to understand how we handle and protect your information. If you have any concerns or questions regarding the anonymized data collected and its usage, please contact us at hello@eupry.com to discuss your specific requirements or preferences. Eupry strives to be transparent and respectful of your privacy concerns while leveraging anonymized data to enhance our services and provide greater value to our users. By continuing to use the service, the Customer acknowledges and consent to the collection, use, and commercialisation of anonymized data as described in these Terms and our Privacy Policy.

12. Delivery and setup

- 12.1 When Eupry at intervals maintains and replaces equipment it takes place by letter and parcel post. In this respect, the Customer is responsible for ensuring that the forwarded post is received correctly, so that it will not be returned. If the goods are returned to Eupry due to acts or omissions on the part of the Customer, the Customer will pay for reforwarding the package. During this interval Eupry cannot be held liable for the functioning of the system.
- 12.2 In connection with errors and repairs, see clause 16, new hardware is normally delivered in the course of 4-7 working days if it is on stock. Corrections to terms and conditions. Delivery may, however, be delayed due to low stock or sub supplier and in this respect Eupry cannot be held liable.
- 12.3 Eupry is free to use any freight forwarder.
- 12.4 If the Customer during the subscription period buys any onsite service, the specific delivery is agreed separately and a delivery time is agreed between the Customer and Eupry by telephone or email. Delivery will normally take place between 8 am and 6 pm on working days. The delivery time may vary from 1-4 weeks. Delivery may, however, be delayed due to our supplier and in this respect Eupry cannot be held liable.

13. Recycling and minimizing resource consumption

- 13.1 In order for Eupry to meet internal objectives for minimizing resource consumption and reducing the environmental impact of Eupry's services and activities, the Customer must return used hardware when the Customer receives new hardware. Hardware that is not returned within a period of 60 days from end of the contract or received new hardware will be invoiced. The Customer may receive hardware once a year or more/less frequently; for instance, Eupry may forward newly calibrated hardware or recharged hardware. Thus, the Customer may receive hardware, which is not completely new, but which has been recycled. This applies both upon becoming a subscriber and during the subscription period.
- 13.2 Eupry ensures that the hardware is completely erased before being recycled.
- 13.3 The Customer is responsible for cleaning all hardware before commissioning and after decommissioning, as Eupry is not responsible for the distribution and thus cannot ensure proper hygiene upon receipt. Eupry cannot be held liable for any bacteria, viruses etc., which may have entered together with the delivery and setting up of the hardware.

14. Operation

Hardware with subscription (service package).

- 14.1 Eupry is responsible for operating the elements of the hardware for which a subscription (service package) has been taken out. Subscription for hardware covers the following products:
- Wireless sensors acquired with a given service package. *Wireless sensors are data logging units with sensors, e.g. temperature sensors (wireless thermometers) with a WiFi data link.*
 - Sensor extras such as additional sensors or other equipment for the wireless sensors acquired with a given service package.
 - Secure internet connection, a mobile modem and 4G data link, creating a network connection between the wireless data logger and the online software.

In the event of errors or defects in the hardware, Eupry will as quickly as possible forward replacement hardware, see clause 16 – Error correction and repair.

The Customer is responsible for changing batteries:

- if it is not included in the service agreement.
- or if the wireless data logger runs out of battery before the planned replacement due to inappropriate/unexpected use, which Eupry has informed the Customer of in advance. The following may increase battery consumption unexpectedly:
 - Alarms set off daily or more frequently over a longer period (2 weeks or more).
 - Poor or no WiFi connection to the wireless data logger.

Hardware without subscription (one-time purchase).

- 14.2 Eupry is not responsible for operating the elements of the hardware for which no subscription has been taken out. This includes for instance the following products:
- Wireless data logger acquired without a service package.
 - WiFi Basestation, WiFi routers connected to the Customer's own network.
 - Sensor extras such as additional sensors or other equipment for the wireless sensors acquired without a service package.

For hardware acquired without a service package, business customers have a one year warranty period, whereas private customers are covered by the provisions of the Danish Sale of Goods Act.

Network

14.3 In the event that Eupry delivers WiFi network including internet connection:

- 14.3.1 Eupry uses a third party to deliver internet connection (mobile network). Eupry does not guarantee total coverage worldwide, and there may be cases where there is no coverage due to local circumstances with the Customer or poor mobile coverage from the third party supplier of the mobile network. In such cases the Customer is entitled to cancel his subscription and the Customer will receive a refund of the prepaid subscription price. Registration fee, payment charges and installation and introduction services will not be refunded to the Customer.
- 14.3.2 There may be periods with no internet connection due to the third party's maintenance of the mobile network or due to production errors in the SIM card or the forwarded mobile modem. During such periods the data will be stored locally in the wireless sensors but will not be "live" on the online software. It will not be possible to alert the Customer by email or text message, if the storage conditions are incorrect (outside the alarm settings). The Customer will be notified of the missing connection to the wireless sensors by email or text message, if the connection to the wireless sensors has been down for more than 24 hours. During the period without network connection, the Customer is responsible for checking and documenting the storage conditions. The Customer is not entitled to any refunds in relation to periods without network coverage.

- 14.3.3 Eupry is entitled to engage another third party supplier of mobile network at any time, which on rare occasions may imply that there will no longer be sufficient coverage with the Customer. On such occasions, the Customer has the option of cancelling his subscription and receiving a refund of the prepaid amount for the remaining subscription period. Also, the Customer has the option of choosing a new subscription under which Eupry does not deliver the internet connection. On such occasions, the Customer will receive a refund of the prepaid amount for the remaining subscription period and the Customer will subsequently be transferred.
- 14.4 In the event that Eupry does not deliver internet connection.
- 14.4.1. With delivery of WiFi network (WiFi Basestation)
- 14.4.1.1. The Customer is responsible for connecting the WiFi Basestation to the power supply and the Customer's existing network and for ensuring that the WiFi Basestation can connect to Eupry's servers. The Customer is responsible for checking that the wireless sensors have connected to the WiFi Basestation, which is described in the installation guide
- 14.4.2. Without delivery of WiFi network
- 14.4.2.1. The Customer may connect the wireless sensors to his own WiFi via his smartphone and Eupry's app; **Eupry WiFi Setup or Eupry Connect** is available in Google Play and in App Store
- 14.4.2.2. The Customer is responsible for connecting the wireless sensors correctly to the Customer's own WiFi and for ensuring that changes are added to the wireless sensors if any changes are made in the WiFi setup.
- 14.4.3. If Eupry has provided onsite installation, Eupry is solely responsible for the connection between WiFi and the wireless data loggers having been established; however, Eupry is not responsible for the subsequent connection. The Customer is responsible for adding changes to the wireless sensors if any changes are made in the WiFi setup
- 14.4.4. If there is no connection between Eupry's wireless data loggers and the online software, the data will be stored locally in the wireless sensors, but will not be "live" in the online software. It will not be possible to alert the Customer by email or text message, if the storage conditions are incorrect (outside the alarm settings). The Customer will be notified of the missing connection to the wireless sensors by email or text message, if the connection to the wireless sensors has been down for more than 24 hours. During the period without network connection, the Customer is responsible for checking and documenting the storage conditions and the Customer is responsible for correcting the error. The Customer is not entitled to receive any refund for periods without network coverage

Software

- 14.5 Eupry is not obliged to deliver online software, which is optimized for a broad selection of internet browsers. The software is optimized for Google Chrome, but Eupry cannot be held liable for any errors, defects or downtime due to updates to Google Chrome.
- 14.6 As Eupry's software is based on an online connection, Eupry cannot guarantee 100% uptime. There may be incidents of downtime during which the Customer cannot access the system, and Eupry cannot in any way be held liable in this respect.

Data

- 14.7 Eupry uses a third party (Amazon Elastic Compute Cloud) for providing server capacity, for hosting of the online software and for storage of all data. Eupry cannot be held liable for third party downtime, security breakdown or other errors. Request Eupry's white paper for more information on data storage and security: (*Eupry - Data storage and security.pdf*)

Alarm

- 14.8 Eupry's wireless sensors can alert the Customer by indicator lights on the front. In addition, Eupry's software provides the possibility of notifying the Customer, if an alarm has been set off. This may be by text message, by email, via or Phone Call, if the Customer has activated this function correctly and has entered the correct information.

14.9 Eupry does not provide instant alarms (within seconds). The main objective of the system is to document and not to act as an instant alarm system. However, in most cases it is possible to alert users when the conditions set out below are fulfilled:

- The wireless sensors are on and connected to a given WiFi network.
- The WiFi network has connection to the internet.
- Third party delivery of servers, email accounts and texting services are in operation.
- The Customer's own services and products function properly and are in operation

Even if all the above conditions are fulfilled, there may be incidents when text messages and emails do not reach the Customer or are delayed in reaching the Customer. Eupry cannot be held liable for the missing or delayed alarms.

The Customer's handling, cleaning and maintenance of the wireless sensors

- 14.10 The Customer is responsible for correct cleaning upon commissioning, during use and after decommissioning. The Customer must comply with the guidelines for the correct handling, cleaning and maintenance.
- 14.11 The Customer is liable for and must pay compensation for wireless sensors, which are damaged during handling, cleaning and maintenance due to the use of other methods than prescribed by Eupry and due to negligence on the part of the Customer. The compensation amount corresponds to 80% of the list price of a one-year subscription for the damaged unit.

15. Updates

Validated state

- 15.1 The validated state of the system is handled via the internal change management system, which ensures that changes to the system are evaluated before and after implementation to identify possible risks and needed testing in order to ensure that the system can stay at a validated state.
- 15.2 Validation plan revision is updated together with the release note and can be found here: <https://support.eupry.com/release-notes/>. On request to support@eupry.com the latest Validation Plan can be retrieved.

Release Note: Notification of new releases and validation state

- 15.3 Notice Period: New features that will be released are notified at least 14 days before changes are rolled out. The changelog is available online at: <https://support.eupry.com/release-notes/>
- 15.4 The notification of releases will be sent via e-mail and requires that the user has provided correct email and has not declined/deactivated/unsubscribed/banned this kind of information from Eupry.
- 15.5 The releases of updates that corrects minor noncritical errors that do not affect the validated state (based on an internal change management process including risk assessment) will not be notified.
- 15.6 Euprys have the right to suspend the 14 days notice period if major critical errors arise which at the same time require an update of the validation and need instant correction to ensure the operation of the system.

16. Error correction and repair

- 16.1 All contact concerning error correction and repair must take place through our support service. Eupry is obliged to commence error correction procedures as quickly as possible upon having received notification of an error. Error correction will normally take place on working days between 9am and 4pm.
- 16.2 Eupry may in certain cases detect system errors, e.g. if contact to the hardware is lacking for long periods, and will thus in most cases commence error correction procedures.

- 16.3 In connection with troubleshooting and error correction, the Customer must to the extent necessary participate in the troubleshooting and error correction of the hardware. If the problem is caused by errors or defects in the hardware, Eupry will forward replacement hardware and a return label for returning the defective hardware. The Customer is responsible for packing and returning the defective hardware to Eupry. In certain cases the replacement hardware may not be in stock and this may imply longer delivery times. The Customer will be notified hereof by email or text message. As long as the error/defect exists, the Customer is responsible for checking and documenting the storage conditions, which may take place free of charge through Eupry's software and thus the Customer is not entitled to any refund as long as the error/defect period does not exceed 30 working days.
- 16.4 If the error is caused by the Customer's incorrect handling of the equipment, the Customer must pay for repair and shipment. This includes errors in connection with the setup, see clause 14.3. Returning equipment to Eupry due to error or defects that has clear physical damage is deemed to be incorrect handling of equipment and the Customer will be found responsible.
If no errors can be detected in the returned hardware, the Customer must pay a fee for the assessment in the amount of € 100 per unit and shipment costs.

17. Canceling the subscription and period of commitment

- 17.1 The Customer may cancel his subscription to the expiry of the Customer's subscription period.
- 17.2 The subscription is automatically renewed by one year to the expiry of the subscription period, unless the Customer cancels his subscription. Cancellation must take place by telephoning our support center and they will subsequently confirm the cancellation by e-mail. Upon cancellation, pre-paid amounts will not be refunded, but the subscription will be canceled before the next payment. Notice of cancellation must be received no later than 3 months prior to the expiry of the subscription period.
- 17.3 Upon cancellation of a subscription, the Customer is responsible for returning all of Eupry's hardware. If Eupry does not receive the hardware within 1 month of the cancellation, the list price of a one-year subscription for the canceled subscription will be charged.
- 17.4 Upon cancellation of a subscription, the Customer has the right to receive their collected data from Eupry's system, in a format given by Eupry.
- 17.5 After cancellation of the subscription, Eupry has no further liability towards the Customer

18. Disputes

- 18.1 Any dispute arising out of or in connection with this contract, including any disputes regarding its existence, validity or termination, shall be first referred to mediation administered by the Danish Institute of Arbitration in accordance with the Rules on Mediation adopted by the Board of the Danish Institute of Arbitration. If the mediation proceedings are terminated without a settlement, the dispute shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.
- 18.2 The place of arbitration shall be Copenhagen.
- 18.3 The language to be used in the arbitral proceedings shall be English.
- 18.4 This contract shall be governed by the substantive law of Denmark.