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GENERAL TERMS AND CONDITIONS

Legal

1. Acceptance and prevalence of terms

- 1.1. The Customer accepts Eupry's General Terms and Conditions ("**General T&C**") as set forth herein, in any of the following situations:
 - 1.1.1. by accepting or signing a Quotation issued by Eupry; or
 - 1.1.2. by ordering products or services from Eupry; or
 - 1.1.3. by registering for or using any of Eupry's Products or Services as defined herein, regardless of whether a Quotation has been signed.
- 1.2. The Customer understands and accepts that Eupry's provisioning of Products and Services to the Customer is governed solely by these General T&Cs, and that Eupry's acceptance of any order or request from the Customer is expressly made conditional on the Customer's assent to these General T&C in their entirety. Any terms or conditions proposed by the Customer that are additional to, different from, or inconsistent with these General T&C, whether contained in a purchase order, confirmation, the Customer's general terms and conditions, or any other document, are hereby explicitly rejected and excluded. The acceptance of a quote or issuance of an invoice by Eupry, the delivery of any products or provision of services by Eupry, or the Customer's acceptance of such delivery or use of the products/services, shall not constitute or be construed as acceptance of any terms or conditions other than these General T&C. In particular, Eupry's failure to object to any provision in a Customer's purchase order or other communication, or Eupry's act of fulfilling an order, shall not be deemed a waiver of the foregoing rejection or an agreement to any Customer terms.
- 1.3. 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.
- 1.4. Eupry may amend these General T&C unilaterally with binding effect for the Customer as needed by 30 days written notice. If an amendment materially adversely affects the Customer, the Customer shall notify Eupry before the amendment takes effect. Eupry may remedy or mitigate such impact within fifteen (15) days of such notice. If the impact is not remedied or mitigated, the Customer may terminate the affected Products and Services with effect from the amendment's effective date. Amendments required by law or not materially reducing the functionality or value of the Products and Services shall not constitute a material adverse effect. No refunds shall be due upon termination under this clause, except where required by law.
- 1.5. The version of these Terms in effect upon the renewal of the Customer's first subscription renewal shall apply to all active subscriptions, unless otherwise expressly agreed in writing.

2. Products and Services

- 2.1. Eupry has developed products and services, 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 in the event of the conditions not corresponding to the Customer's requirements ("**Products and Services**"). In this respect, a number of reservations are made, which are described in detail in the applicable technical description ("**Technical Description**"). In addition to that, Eupry has no obligations towards the Customer.
- 2.2. "**Monitoring Solution**": Eupry's subscription-based environmental monitoring systems that include hardware, software ("**Software Plan**"), calibration, and support.
- 2.3. "**CMM**": Eupry's subscription-based environmental Monitoring Solution, incl. calibration, and support. Eupry's CMM service starts with an initial mapping (quoted separately) to identify hot and cold spots. Based on those results, 5–8

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data loggers are installed per CTU (for facilities, the number depends on size and design). Alarms are set at critical points (hot/cold spots), and a risk-based assessment removes the need for periodic requalification. Eupry ensures annual calibration of all sensors.

- 2.4. **"CQV Services"**: Eupry's commissioning, qualification & validation or CQV Services are project based services delivered at a specific facility for example - but not limited to - temperature mapping services delivered, wholly or partly by Eupry's personnel. Eupry provides on-site or remote CQV Services, for example remote mapping services (**"Remote Mapping"**) using Eupry's ISO 17025 calibrated equipment and trained personnel.
- 2.5. **"Effective Date"**: The commencement date of the relevant subscription as stated in the Quotation..
- 2.6. **"Mapping Kit Subscription"**: Long term subscription of one or more mapping kits, accompanied by Eupry's mapping software, EasyMap.
- 2.7. **"Mapping Kit Rental"**: Short term rental of one or more mapping kits, accompanied by Eupry's mapping software, EasyMap.
- 2.8. **"Professional Services"**: If specified in the Quotation, Eupry's professional services or add-on services cover any and all services related to Eupry's Products and Services..
- 2.9. **"Accessories"**: If specified in the Quotation, Eupry's additional products or accessories (products not included in the chosen subscription plan, for example additional batteries.
- 2.10. Eupry primarily delivers its Products and Services in Europe, the United Kingdom and the United States. The Customer is responsible for ensuring that Eupry's Products and Services can function as intended at the geographical location, where they are deployed. If in doubt, we recommend contacting Eupry to ensure proper functionality, as there may be country-specific limitations.
- 2.11. Eupry is entitled to assign its rights or obligations under these General T&C to a third party, including notably its Affiliate.

3. Definitions

- 3.1. In addition to definitions throughout these T&C, the following definitions apply:

- 3.1.1. **"Affiliate"**: Any entity that directly or indirectly controls, is controlled by, or is under common control with Eupry ApS. Affiliates may be assigned rights or obligations under these General T&C.
- 3.1.2. **"Anniversary"**: The calendar day and month that recur annually from the Effective Date of the relevant subscription or Agreement. For example, if the Effective Date is March 5, the Anniversary shall be March 5 of the following year.
- 3.1.3. **"Discount"**: any reduction from the price from the Price List stated in a Quotation.
- 3.1.4. **"Effective Date"**: The commencement date of the relevant subscription as stated in the Quotation..
- 3.1.5. **"Equipment"**: Any physical devices, data loggers, sensors, mapping kits, or other hardware components provided, installed, rented, or serviced by Eupry as part of its Products and Services.
- 3.1.6. **"Final Invoice"**: The invoice issued by Eupry upon completion of the agreed Products or Services under a specific Quotation or Agreement, which reflects the total outstanding amount payable by the Customer after delivery or fulfilment, including any applicable Supplementary Costs, Add-on Services, or adjustments.
- 3.1.7. **"PPE"**: Any specialized clothing, gear, or accessories that Eupry personnel are required to wear or use to safely access or carry out tasks at the Client's facility, in compliance with applicable laws, industry standards, or the Client's internal safety protocols. PPE may include, but is not limited to, items such as safety footwear, lab coats, hairnets, gloves, protective eyewear, or equipment for cleanroom access, depending on the specific nature of the Client's site and Eupry's service activities.
- 3.1.8. **"Price List"**: Eupry's then-current prices for its Products and Services. Prices are stated in EUR, GBP and DKK for Customers contracting with Eupry ApS and in USD for Customers contracting with Eupry Inc. Eupry will provide the Customer with the applicable Price List together with the notice of Price Renewal issued under Section 5.9.

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- 3.1.9. **"Supplementary Costs"**: Additional costs incurred due to changes, delays, rescheduling, or additional work not included in the original Quotation, for example cost changes to volume or scope of work post-quotation; adjusting Timeline due to customer-requested changes, failure to ensure facility readiness or access; or hourly billing for work performed due to late communication of custom protocols.

4. Subscription Terms and Cancellation

- 4.1. The Customer shall be bound by an initial subscription period ("**Initial Term**"), which is stated in the Quotation. If the Quotation does not mention an Initial Term, it shall be one (1) year.
- 4.2. After the Initial Term, the Customer's subscription automatically renews by one (1) year at a time ("**Renewal Term**"), unless the Customer cancels ("**Cancel**") his subscription pursuant to this section 4.
- 4.3. The Customer may Cancel a subscription prior to the expiry of an Initial Term or a Renewal Term by giving notice of Cancellation no later than 3 months prior to the expiry of a term, unless section 5.9.5 applies.
- 4.4. Cancellation of subscription must be initiated by submitting a written request to Eupry's support team at support@eupry.com to obtain a termination form ("**Cancellation Form**"). Upon receiving all required information, a member of the support team will send a confirmation of the Cancellation via email. Please note that the date of Cancellation will only be acknowledged once confirmation has been received from the support team.
- 4.5. Pre-paid amounts will not be refunded upon Cancellation. The subscription will be Canceled before the next payment.
- 4.6. Upon Cancellation of a subscription, the Customer is responsible for returning all of Eupry's hardware. If Eupry does not receive the hardware within 30 days of the Cancellation, the Price List price of a one-year subscription for the Canceled subscription will be charged.
- 4.7. 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.
- 4.8. After Cancellation of the subscription, Eupry has no further liability towards the Customer.

5. Prices and payment terms

- 5.1. All prices and fees stated are exclusive of any applicable taxes, duties, and customs charges. The Customer bears full responsibility for such charges unless expressly stated otherwise in the relevant Quotation or Invoice. Any allocation of such charges will be as specified in the applicable Quotation or Invoice issued by Eupry.
- 5.2. 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.
- 5.3. For card/online customers, Eupry may auto-charge the payment method on file.
- 5.4. Eupry is entitled to collect a convenience fee for sending invoices to the Customer.
- 5.5. Eupry does not accept payments by checks.
- 5.6. All invoices are due net 30 days, unless otherwise explicitly specified and agreed in writing between Eupry and Customer.
- 5.7. Any Discount stated in a Quotation or other communication to the Customer applies only to the Initial Term or any subsequent Renewal Term. The Discount expires automatically on expiry of the Initial Term or Renewal Term, unless the Quotation or other communication expressly states that the Discount continues into a specified number of Renewal Terms. A Discount granted in respect of one term creates no entitlement to the same or any Discount in any subsequent term.
- 5.8. Except as set out in section 5.9, 5.10 and in the table at section 5.15, the fees stated in the Quotation for the Initial Term or the a Renewal Term will not increase during that term, save that Eupry may invoice: (i) usage in excess of the allowances included in the Customer's plan, including SMS usage above the maximum annual amount included in the

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Software Plan; (ii) additional Products, Services, Equipment, sensors or Accessories ordered by the Customer; (iii) Supplementary Costs; and (iv) any other charges expressly agreed in the Quotation.

5.9. **Price Renewal** Eupry may conduct Price Renewal as follows:

- 5.9.1. With effect from the commencement of each Renewal Term, Eupry may increase the fees payable for the renewed Products and Services up to the applicable price from the Price List. Eupry will notify the Customer in writing (including email) of the fees applicable to the forthcoming Renewal Term, stating the specific price and any Discount applied ("**Renewal Price**") no later than thirty (30) days prior to the expiry of the then-current Initial Term or Renewal Term. The applicable price is the price from the Price List in force on the date of the notice given under this section.
- 5.9.2. Where a Product, Service, subscription plan or Equipment configuration purchased by the Customer is no longer offered in Eupry's Price List at the time of renewal, Eupry may (i) apply the price of the current Product, Service or plan that Eupry reasonably determines to be the nearest equivalent, or (ii) migrate the Customer to such current Product, Service or plan at its price from the Price List. Eupry will identify the applicable Product, Service or plan in the notice given under this section.
- 5.9.3. The seven percent (7%) limit in section 5.10, and the factors set out in sections 5.10.1 to 5.10.3, do not apply to a price adjustment made under this section 5.9.
- 5.9.4. Where Eupry does not give notice of Price Renewal, the Renewal Term will commence at the fees applicable to the expiring term, subject to section 5.10.
- 5.9.5. Where the fees notified under this section 5.9 exceed the fees applicable to the expiring term, then the Customer may give notice of cancellation with effect from the expiry of the then-current Initial Term or Renewal Term at any time within thirty (30) days of the date of Eupry's notice. This applies notwithstanding the Cancellation notice period in section 4. Where the Customer gives such notice of cancellation, the procedure in section 4.4 applies.
- 5.9.6. Eupry may extend the period for return of Equipment by up to sixty (60) days (totalling ninety (90) days from Customer's communication of cancellation under this section).
- 5.9.7. Where fees for the relevant Renewal Term have already been invoiced or debited prior to cancellation pursuant to this section, Eupry will cancel that invoice or refund that amount debited, as applicable, within fourteen (14) days from Customer's cancellation notice.
- 5.10. **Price Increase** Where the Initial Term or a Renewal Term exceeds twelve (12) months, Eupry may increase the fees payable ("**Price Increase**") with effect from each Anniversary by an amount not to exceed seven percent (7%) per year, provided that Eupry has notified the Customer in writing (including email) at least thirty (30) days before the Price Increase takes effect. Price Increases shall not entitle the Customer to terminate the subscription before the end of the current subscription term. Eupry will base its Price Increase on one or more of the following factors:

5.10.1. General inflationary developments as reflected in publicly available indices, such as:

- 5.10.1.1. for Customers contracting with Eupry ApS - the European Union Harmonised Index of Consumer Prices (HICP) published by Eurostat, or an equivalent national consumer price index; and
- 5.10.1.2. for Customers contracting with Eupry Inc. - the U.S. Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics;
- 5.10.2. Documented increases in Eupry's operational, supply, or regulatory compliance costs, including but not limited to calibration, logistics, energy, and personnel expenses; and/or
- 5.10.3. Material enhancements, updates, or extensions to Eupry's hardware, software, or support services that increase the value of the Products and Services provided.
- 5.11. Any increase in price pursuant to sections 5.9 and 5.10 will take effect from the beginning of the Customer's next Anniversary or Renewal Term as applicable

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- 5.12. Eupry charges a credit-card fee of 0.5%–6.0% of the purchase price, depending on the card used. The exact fee will be shown on the Customer's order and charged in accordance with Eupry's then-current Price List. For subscriptions, Eupry's payment provider will automatically debit the Customer's chosen payment method annually for the subscription amount and any applicable card fee.
- 5.13. It is the responsibility of the Customer to change the payment method, if the Customer no longer wants to use payment by credit card. Annual payments will not be refunded in whole or in part in connection with a potential Cancellation (as defined in these General T&C).
- 5.14. Upon late payment, a 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 payment 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.
- 5.15. In addition to the above, terms that are specific to the Customer's chosen Products and Services are as shown below:

Product or Service	Term
Monitoring Solution	Yearly subscription plan for a contract period of either 1, 2 or 3 years. First invoice is issued at subscription start, covering the first year. Eupry may suspend access to the Services for non-payment. SMS usage exceeding the maximum annual amount included in the Software Plan, will be charged as stated in the Quotation.
CMM	Yearly subscription plan for a contract period of either 1, 2 or 3 years. First invoice is issued at subscription start, covering the first year. Eupry may suspend access to the Services for non-payment. SMS usage exceeding the maximum annual amount included in the Software Plan, will be charged as stated in the Quotation.
CQV Services	Each CQV Services engagement is quoted separately. Where the Customer requests a repeat or periodic engagement, including recurring mapping, requalification or periodic calibration projects, Eupry will quote at the price from the Price List applicable at the time of quotation, unless the Quotation for that engagement expressly states otherwise. Pricing agreed for a previous engagement does not apply to any subsequent engagement. Quotation of CQV services is based on information regarding volume and nature given by the Customer to Eupry prior to signing the Quotation. Changes in volume and nature communicated to Eupry after the Quotation is signed may result in issuance of a new Quotation. Fifty percent (50%) of project value is invoiced upon Customer's signature of the Quotation. Fifty percent (50%) of project value and eventual Supplementary Costs are to be invoiced in a final invoice upon completion of the project.
Subscription Mapping Kits	Customer accepts a mapping kit subscription plan for a contract period of either 1, 2 or 3 years as specified in the Quotation. Invoice is issued at subscription start, covering the entire year or the first year, whichever is applicable. Eupry may suspend access to the Services for non-payment of the Invoice.

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	Eupry will issue a final invoice for damages, loss, or additional charges, upon return of the kit.
Rental Mapping Kits	Billed as per Quotation. Eupry may require prepayment of rental fees and/or a security deposit prior to shipment. Eupry will issue a final reconciliation invoice for damages, loss, or additional charges, upon return of the kit.
Professional Services	Billed as per Quotation.
Accessories	Billed as per Quotation.

6. Intellectual property

- 6.1. Any and all material posted on Eupry's website, including software, belongs to Eupry. Any software, design, architecture, text, etc. is owned by Eupry and is protected by copyright.
- 6.2. Any and all material supplied by Eupry, incl. material located temporarily or permanently at the premises of the Customer, notably including furnished Equipment, belongs to Eupry. This includes designs, logos, graphics, texts, functionalities and overall impressions.
- 6.3. "Eupry", its logo and graphic ornamentation in any form or representation on Eupry's products are globally registered trademarks. Names and proprietary terms are trademarks *in use*. Any infringement hereof will be subject to legal action and claims for damages.
- 6.4. All Products and Services, including all intellectual property rights therein, is and will remain Eupry's exclusive property. Customer acknowledges and agrees that any feedback, suggestions, or ideas provided regarding the Products and Services may be used by Eupry without any obligation to compensate the Customer.
- 6.5. Should Customer wish to cite or otherwise refer to Eupry, the Customer is requested to obtain prior written permission from Eupry.

7. Competing business and rights

- 7.1. Customer shall not use Eupry's Products and Services to develop, support, or improve competing products or services. Customer shall further not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying technology of any Eupry hardware or software.

8. Responsible use of the services

- 8.1. Eupry's Products and Services are for the Customer's own use only, including its Affiliates as applicable. Customer is not authorised to resell or otherwise use the Products and Services commercially. Customer is responsible for the Products and Services not being used for illegal or unethical purposes.

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9. Temporary access suspension

- 9.1. The Customer's access to Eupry's Products and Services may be temporarily suspended without compensation to the Customer, if the Customer:
 - 9.1.1. Submits incorrect information to Eupry;;
 - 9.1.2. Omits paying any outstanding invoices after having received one reminder in accordance with Section 5.
 - 9.1.3. Is insolvent, if Eupry reasonably assumes that the Customer is insolvent, or if a competent Authority files a petition in this respect.
 - 9.1.4. Uses Eupry's Products and Services in a way which is not consistent with sections 7 and 8.
 - 9.1.5. Tampers with the Equipment, gateways or firmware or tries to modify it.
 - 9.1.6. If the Customer applies Eupry's software or hardware in a manner that may cause damage or may be detrimental to Eupry or a third party, e.g., by applying the software or hardware in contravention of the law or national regulations, notably despite Eupry's warnings and corrective messages.
- 9.2. Prior to exercising its right of suspension under this Section, Eupry shall where reasonably possible provide the Customer with written notice specifying the grounds for the proposed suspension and a cure period of up to ten (10) business days within which the Customer may remedy the relevant breach, except where the breach and/or Customer's conduct to remediate it poses a risk of harm to Eupry, its Products and Services or a third party, in which case Eupry may suspend access immediately, but shall notify the Customer without undue delay.
- 9.3. In the event of a breach of these General T&Cs, Eupry may terminate the Products and Services provided to the Customer with immediate effect without compensation to Customer in any form.

10. Confidentiality

- 10.1. Eupry shall treat all non-public data and information received from or generated on behalf of the Customer in connection with the use of Eupry's Products and Services as confidential ("**Customer Confidential Information**"). Eupry shall not disclose such Confidential Information to any third party, except:
 - 10.1.1. To its employees, affiliates, or service providers, who need access for the contractual performance of Eupry's Products and Services, and are bound by equivalent confidentiality obligations;
 - 10.1.2. Where required by applicable law, regulation, or court order;
 - 10.1.3. As otherwise permitted under these General T&Cs.
- 10.2. Each Party will disclose to the other certain confidential or proprietary information and data in writing, orally and by other means. The receiving Party shall keep such information confidential, use it only for purposes of these General T&C, and shall not disclose it to third parties except to employees, affiliates, or advisors bound by equivalent obligations.
- 10.3. These confidentiality obligations replace any prior confidentiality agreements between the Parties of any kind, and it shall survive for five (5) years after termination or expiration of these General T&C.

11. Insurance

- 11.1. Eupry shall maintain such insurance coverage for its business operations and obligations under these General T&C as Eupry, in its sole discretion, deems appropriate.

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- 11.2. Upon the Customer's written request, Eupry will provide the Customer with their Certificates of Insurance or other reasonable evidence confirming the existence of any such insurance coverage.
- 11.3. Except to the extent required by applicable law, nothing in these General T&C shall obligate Eupry to obtain or maintain any specific type of insurance or any minimum coverage amount. This clause imposes no fixed insurance requirements on Eupry, beyond those mandated by applicable law.

12. Limitation of liability

- 12.1. **Limitation of general liability** To the fullest extent permitted under applicable law, Eupry shall not be liable for indirect losses, including but not limited to loss of use, loss of data, incorrect measuring, recording or processing of data, system downtime, loss of revenue, profit, goodwill, or other consequential or incidental damages. This exclusion applies whether the claim is based on contract, tort (including negligence), strict liability, or otherwise, and regardless of whether such loss was foreseeable. The exclusion of liability further applies notwithstanding any failure of essential purpose of any limited remedy. Eupry provides access to its Software Package "as is" without any express or implied warranties. Eupry may temporarily suspend access for maintenance or updates purposes as described in these General T&Cs. Eupry disclaims liability for delays, failures, or disruptions caused by force majeure events, including but not limited to hacking, viruses, software incompatibility, utility failures, or regulatory changes. The Customer remains solely responsible for verifying proper storage conditions, alarm configuration, and the accuracy of account data.
- 12.2. **Limitation of product liability** Eupry is liable for personal injury or property damage caused by defective products only to the extent required under applicable law, to the extent it cannot be waived by agreement, or - where applicable, - under other mandatory statutory provisions. All other forms of product liability are excluded to the extent permitted by law. All implied warranties and product liabilities not expressly provided herein are disclaimed.
- 12.3. **Liability Cap** Eupry's total aggregate liability arising out of or related to these General T&C, whether based in contract, tort (including negligence), product liability or otherwise, shall not exceed the lesser of (i) USD \$2,000,000, or (ii) the total amount paid by the Customer to Eupry during the 12-month period preceding the event giving rise to the claim.
- 12.4. **No liability** In no event shall Eupry be liable for any damages or losses resulting from alterations or modifications to Products or Services by the Customer or any third party.

13. Data

- 13.1. With respect to personally identifiable information processed in Eupry's systems and cloud solutions, Eupry acts as the data controller under the General Data Protection Regulation (GDPR). Eupry's relevant [privacy policies](#) apply in full.
- 13.2. With respect to any data inserted in, collected or generated by Eupry's software for the purpose of providing Eupry's Services, the Customer is the data owner. 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 under their defined roles and responsibilities. Eupry is able to oversee and control any such data. In doing so, Eupry treats all data, whether personally identifiable or not, in accordance with Eupry's security policies and procedures.
- 13.3. The Customer grants Eupry a non-exclusive, royalty-free, worldwide license to collect, store, process, analyze, and use Customer's data in an anonymized and aggregated format. The data points may include, but are not limited to, performance metrics, error logs, usage patterns, and configuration data. The data will be anonymized and may subsequently be combined with data from other sources to create aggregated and statistical information that does not identify any specific individual or company. Customer understands that the data does not contain any personally identifiable information and cannot be used to directly or indirectly identify the Customer. Eupry, its affiliates, and service providers may process such data for purposes including product and feature development; diagnostics and troubleshooting; performance optimisation; enhancing cybersecurity and system integrity; ensuring regulatory and

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technical compliance; Internal analytics and reporting. Eupry, its affiliates, and service providers shall not use the data to identify the Customer or any end user, unless required for support, compliance, or legal purposes.

14. Disputes

- 14.1. Any dispute, controversy or claim arising out of or relating to these General T&C, ("**Dispute**"), shall in the first instance be referred to the parties' respective designated representatives, who shall attempt in good faith to resolve the Dispute amicably. Either Party may give written notice to the other Party describing the nature and particulars of the Dispute (a "**Dispute Notice**").
- 14.2. If the Parties' representatives have not resolved the Dispute within thirty (30) days after the date of the Dispute Notice, the parties shall, within fifteen (15) days thereafter, submit the Dispute to mediation. The mediation shall be administered under the mediation rules of the International Chamber of Commerce (ICC) (or, if the parties agree in writing, another reputable mediation body) and shall be conducted in the seat and language set out below. The parties shall cooperate in good faith to select a mediator within fourteen (14) days of referral to mediation. The costs of the mediator shall be borne equally by the parties, and each party shall bear its own legal and other costs incurred in mediation. Mediation shall be conducted on a strictly confidential and without-prejudice basis. If the Dispute is not resolved by mediation within sixty (60) days after the appointment of the mediator (or such longer period as the Parties may jointly agree in writing), either Party may elect to commence arbitration in accordance with the following:.
- 14.3. The arbitration shall be administered by the International Chamber of Commerce (ICC) in accordance with the ICC Rules of Arbitration in force at the time of the arbitration, except as varied by this Clause. The arbitration shall be conducted by a sole arbitrator, appointed by mutual agreement of the parties within fourteen (14) days of the notice to commence arbitration; if the parties cannot agree on an arbitrator within that time, the arbitrator shall be appointed by the ICC Court. The language of the arbitration shall be English, unless the parties agree otherwise in writing. The award of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction. The arbitrator shall have the power to award costs, including (if the arbitrator so determines) the reasonable legal fees and expenses of the prevailing party.
- 14.4. Nothing in this Clause shall prevent either party from applying to any court of competent jurisdiction for interim relief, including injunctive or other provisional remedies, where such relief is necessary to protect that party's rights pending mediation and arbitration. Any application for interim relief shall not be deemed incompatible with or a waiver of the agreement to mediate or arbitrate.
- 14.5. All mediation and arbitration proceedings, and any settlement negotiations, shall be confidential and without prejudice. The parties and the arbitrator shall keep confidential all materials and information disclosed in the course of mediation or arbitration, the existence of the proceedings, and the award, except to the extent disclosure is reasonably necessary to (a) seek interim relief, (b) enforce any award, (c) comply with applicable law, or (d) obtain professional or legal advice.
- 14.6. The seat of mediation and the seat of arbitration and the law governing the interpretation and construction of these General T&Cs shall depend on which of Eupry's entities is the contracting party, as follows:
 - 14.6.1. If the contracting party is *Eupry ApS*: The seat of mediation and the seat of arbitration shall be Copenhagen, Denmark. This Clause and these General T&Cs shall be governed by and construed in accordance with the laws of the Kingdom of Denmark. The parties submit to the exclusive jurisdiction of the Danish courts solely for the purpose of seeking interim or conservatory measures in accordance with this section.
 - 14.6.2. If the contracting party is *Eupry Inc.*: The seat of mediation and the seat of arbitration shall be Delaware, USA. This Clause and the these General T&Cs shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. The parties submit to the exclusive jurisdiction of the courts of the State of Delaware solely for the purpose of seeking interim or conservatory measures in accordance with this section.

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- 14.7. Unless the arbitrator decides otherwise, the administrative and arbitrator's fees shall be allocated by the arbitrator in the award. Each party shall bear its own legal fees and other costs incurred in mediation and arbitration, unless the arbitrator orders otherwise.

15. Survival

- 15.1. Termination or expiration of these General T&Cs for any reason shall not relieve either party of any obligations that (by their nature or express terms) are intended to survive termination or expiration. The following content shall survive termination or expiration of these General T&Cs for the periods set forth below (or for such longer period as may be required by applicable law), unless survival conflicts with any mandatory provision of applicable law:
- 15.1.1. All payment, indemnity and reimbursement obligations accrued prior to termination and any payment obligations triggered by termination shall survive until paid in full.
- 15.1.2. Each party's confidentiality and non-disclosure obligations shall survive for a period of five (5) years following the date of termination or expiration of these General T&Cs, provided that confidential information that constitutes a trade secret under applicable law shall remain subject to the confidentiality obligations for as long as such information is a trade secret.
- 15.1.3. Provisions relating to ownership of intellectual property, license grants, and restrictions on use of the other party's intellectual property shall survive indefinitely.
- 15.1.4. Warranty disclaimers, limitations of liability and related provisions shall survive for the longer of (i) three (3) years from the date of termination or expiration of these General T&Cs, and (ii) any period required by applicable law for such provisions to remain effective.

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Operational

16. Delivery, set-up and operations

- 16.1. Eupry is free to use any freight forwarder to deliver any Equipment. The type of delivery is stated in the Quotation.
- 16.2. All delivery fees exclude taxes, duties and customs charges, which are payable by the Customer unless otherwise agreed and appears in the Quotation.
- 16.3. Where Eupry supplies calibrated Equipment, Eupry will provide traceable ISO 17025 calibration certificates if stated in the Quotation. Continued calibration obligations are described in the Quotation.
- 16.4. Proof of delivery, signed installation reports, calibration certificates and final deliverables are conclusive proof of Eupry's performance.
- 16.5. Eupry will retain delivery and calibration records as required by law and for contractual purposes.
- 16.6. Terms specific to the Customer's Products and Services:

Please read carefully, as they contain important information and obligations

Product or Service	Terms
Monitoring Solution	The customer is responsible for submitting and maintaining correct information to Eupry for shipping and alarm purposes.
CMM	The customer is responsible for submitting and maintaining correct information to Eupry for shipping and alarm purposes.
CQV Services	PROTOCOLS Unless otherwise stated in the Quotation, Eupry will prepare a protocol for the Customer's review and approval. Acceptance must be confirmed by signature. Any comments or requested changes to the protocol must be submitted by the Customer in writing via email. The standard Quotation includes one (1) review round only. Eupry will not begin any installation of the data logger(s) until the protocol has been signed by the Customer, unless otherwise agreed in writing. Personal Protection Equipment (PPE) The Customer is required to provide the necessary Personal Protection Equipment ("PPE") - including but not limited to safety harness, steel-toed boots, safety vest, safety glasses and hard-hat - to perform tasks safely at the Customer's Facility and/or to meet specific requirements on-Site. If Eupry is required to purchase PPE specific to the Customer's needs this will be billed to the Customer. REMOTE MAPPING

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	If Remote Mapping is specified in the Quotation, the Customer will be responsible for the installation of the Eupry's Equipment. Eupry's role is to do a remote mapping. TIMELINES The project timeline ("Timeline") will be developed separately and communicated to the Customer as an estimate when the Quotation is delivered. Upon the Customer's signature of the Quotation, the project will be formally scheduled and engineers will be assigned. The final project plan will be shared with the Customer in writing and must be confirmed by the Customer before Eupry may initiate the work If the Customer has specific protocols or standard operating procedures that Eupry is required to follow, these must be agreed upon before the Project Plan and Statement of Work (SoW) if applicable are finalized. All relevant documentation must be provided to Eupry in writing at least one (1) week prior to project initiation. If the Customer wants any special standard operating protocol considered in the project but failed to communicate it in accordance with this section, then time spent to honor the standard operating protocol will be billed per hour to the Customer as a Supplementary Cost. Failure to meet these obligations may result in rescheduling, incl. adjustment of the Timeline and Supplementary Costs. ACCESS AND READINESS If Eupry staff is not able to enter the Customer's facilities to perform the project in accordance with the agreed upon Timeline, Eupry may: • adjust the Timeline. In such circumstances, the project will be executed with a changed Timeline, • add any additional reasonable costs for adjusting the Timeline. This will be charged in addition to the Quotation. Customer must ensure the readiness of the facility and access to required utilities upon project start according to the Timeline. This includes for example but not only: • for Eupry personnel to operate scissor lift and ladders • for Customer to operate the cherry picker Failure to meet these obligations may result in rescheduling, incl. adjustment of the Timeline and Supplementary Costs. CHANGES <i>Onsite or remote projects</i> All requested changes, which Eupry receives, after the Quotation is signed by the Customer, is a Change Request. During any project, Change Requests must be communicated to Eupry in writing, e-mail okay. Eupry will acknowledge receipt of the Change Request and review it internally to plan for the potential delivery of the Change Request.
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	Change Requests may result in changes to the Timeline, the budget and/or project scope. Those will be communicated to the Customer. As a result of the Change Requests, Supplementary Costs may be added to Customer's Final Invoice.
Mapping Kit Subscription	N/A
Mapping Kit Rental	N/A
Professional Services	Timeline is explicitly agreed between the Customer and Eupry. Performance of Add-on Services will normally take place between 8 am and 6 pm on working days.
Accessories	N/A

17. Equipment

- 17.1. The Customer is responsible for ensuring that Eupry's Products and Services are suitable and operable in the geographical location where they are deployed. This includes verifying any country-specific restrictions, such as limitations on SMS or phone call functionalities or the need for additional regulatory approvals. Eupry disclaims liability for any failure or non-performance resulting from the deployment of its Equipment in jurisdictions where local requirements are not met or where regulatory approvals are pending. Customers are encouraged to contact Eupry in advance of purchase or deployment if they are uncertain about compatibility or compliance requirements in their specific location.
- 17.2. The Customer is responsible for correct physical cleaning upon commissioning, during use and after decommissioning of the Equipment. The Customer must comply with the [guidelines](#) prescribed by Eupry for the correct handling, physical cleaning and physical maintenance.
- 17.3. The Customer is responsible for changing batteries on all Equipment, unless battery change is included on the Quotation or unless the Subscription Equipment runs out of battery before the planned replacement due to inappropriate/unexpected use. Please refer to Eupry's [guidelines](#).
- 17.4. **Subscription equipment** Eupry is responsible for operating Equipment for which a subscription has been taken out ("Subscription Equipment"), as described in the signed Quotation.
- 17.5. The Customer may receive Subscription Equipment once a year or more/less frequently. Eupry may forward newly calibrated Equipment or recharged Equipment. Thus, the Customer may receive Equipment, which is not completely new, but which has been recycled. This applies both upon becoming a subscriber and during the subscription period. Eupry ensures that the Equipment is completely erased before being recycled.
- 17.6. Customer must return used Subscription Equipment when the Customer receives new Subscription Equipment. Subscription Equipment that is not returned within (60) days from end of a subscription contract or from having received new Subscription Equipment will be invoiced three times (3 x) the yearly subscription price applicable the year the Customer failed to return the Subscription Equipment.
- 17.7. Customer is responsible for physically cleaning all Subscription Equipment 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 physical bacteria, physical viruses etc., which may have entered together with the delivery and setting up of the Subscription Equipment.

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- 17.8. **Non-subscription equipment (CQV Services)** Eupry is not responsible for operating the elements of the Equipment for which no subscription has been taken out. This includes, but is not limited to, the following products:
- 17.8.1. Wireless data logger (without a subscription).
 - 17.8.2. WiFi Basestation, WiFi routers connected to the Customer's own network.
 - 17.8.3. Additional sensors or other equipment for the wireless dataloggers.
- 17.9. For hardware acquired without a subscription package, business customers have a one (1) year warranty period.
- 17.10. **Maintenance and replacement** 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 equipment is 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.
- 17.11. Replacement of equipment in connection with errors and repairs is normally delivered in the course of 4-7 working days if it is on stock. Delivery may, however, be delayed due to low stock or sub supplier conditions, and in this respect Eupry cannot be held liable.
- 17.12. **Defects** The Customer must promptly notify Eupry in writing of any defect ("**Deficiency Notification**") and within the applicable warranty period, as stated in the Quotation, and provide reasonable access to investigate.
- 17.13. Upon reception of such Deficiency Notification, and at Eupry's option, Eupry will repair or replace the Equipment, whichever is applicable. These remedies are the Customer's sole and exclusive remedies. If no defect is found, a €100 inspection fee plus shipping applies per unit.
- 17.14. Eupry disclaims all other implied warranties to the maximum extent permitted by law.
- 17.15. Liability for breach of any warranty is subject to the limitations and exclusions set out in section 12.
- 17.16. The Customer will compensate Eupry for damaged Equipment, if the damage is caused by the Customer's handling, use, physical cleaning and/or maintenance by other methods than prescribed by Eupry. Please refer to our [User Guide](#) for correct handling and maintenance, which are made available through Eupry's Trust Center. The compensation amount is 80% of the price from the Price List of a one-year subscription for the damaged Equipment.

18. Network, software and alarms

- 18.1. **Network** When Eupry does deliver Connectivity in the organization including external internet connection, the following applies:
- 18.1.1. 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 their 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.
 - 18.1.2. 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 datalogger 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). 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.
 - 18.1.3. 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

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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.

18.2. When Eupry does not deliver internet connection, the following applies:

18.2.1. *With delivery of WiFi network (WiFi Basestation)*

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 dataloggers have connected to the WiFi Basestation, which is described in the installation guide

18.2.2. *Without delivery of WiFi network (WiFi Basestation)*

The Customer may connect the wireless datalogger to his own WiFi via his smartphone and Eupry's app; Eupry WiFi Setup or Eupry Connect is available in App Store.

The Customer is responsible for connecting the wireless dataloggers correctly to the Customer's own WiFi and for ensuring that changes are added to the wireless dataloggers if any changes are made in the WiFi setup.

18.2.3. **If** Eupry has provided onsite installation, Eupry is solely responsible for the connection between WiFi and the wireless data loggers having been established. Eupry is not responsible for any subsequent changes in the setup, connectivity, change or exchange of equipment or replacements.

18.2.4. **If** there is no connection between Eupry's wireless data loggers and the online software, the data will be stored locally in the wireless dataloggers, 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).

18.3. **Software** 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.

18.4. 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.

18.5. 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**).

18.6. **Alarms** Eupry's wireless datalogger 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.

18.7. 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:

18.7.1. The wireless datalogger is on and connected to a given WiFi network.

18.7.2. The WiFi network has a connection to the internet.

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- 18.7.3. Third party delivery of servers, email accounts and texting services are in operation.
- 18.7.4. 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.

- 18.8. **Updates and error corrections.** Eupry reserves the right to push updates and make error corrections to any of our cloud solutions in accordance with our internal procedures in force from time to time.
- 18.9. Depending on the topics, the information is made available to Customers through our dedicated resources i.e.:
 - 18.9.1. Release Notes
 - 18.9.2. [Support Page](#); and
 - 18.9.3. [Trust Hub](#).
- 18.10. Eupry reserves the right to update the above resources periodically to reflect operational changes or regulatory requirements. Customers are responsible for making themselves familiar with and following the information and guidance provided through the above mentioned resources. Eupry cannot be held liable, if Customer fails to comply with directions issued by Eupry through these above resources.

End of General T&C
