

Terms of Use

1 - Product

Unless otherwise expressly stated in writing, these terms of use apply to the Customer's use of the Maturix solution, consisting of both hard- and software (hereinafter "the Products"), developed and provided by Sensohive Technologies ApS (hereinafter "Sensohive").

The Products have been delivered to the Customer through a reseller (hereinafter "the Reseller"), thus these terms of use, as well as the online instruction and the training material available at the support function on the Maturix website (https://maturix.com/help/) - see help center), constitute the entire agreement between Sensohive and the Customer regarding the Customer's use of the Products.

If the Products are bought directly from Sensohive, Sensohive will be viewed as "the Reseller". In this case, the Main Agreement and the appendices hereto, including these terms of use, constitute the entire agreement between Sensohive and the Customer.

2 - Amendments

These terms of use may be amended or updated by Sensohive from time to time. The Customer's use of the Products after any updates of these terms of use shall signify the Customer's acceptance of the revised terms of use. As a consequence, the Customer is responsible for visiting these terms of use periodically to review them.

3 - Support

Sensohive does not offer any support services to the Customer. The Customer must thus contact the Reseller if the Customer has any technical requests or inquiries regarding the Products.

4 - Intellectual property and data

All intellectual property rights pertaining to the Products, including all underlying technology and software, is and shall remain the sole and exclusive property of Sensohive and are thus protected in accordance with the applicable intellectual property rights legislation.

The Customer is granted a license to use the Products, but no license to the use of any underlying technology or software is granted. The Customer is not in any way entitled, nor may the Customer allow any third party, to reverse engineer and/or create derivatives of the Products using any method possible.

The Customer may not modify the Products.

The Customer may not resell, rent or in any other way transfer the Products or any related material, including the Product software, to any third party unless specifically agreed upon in writing. The Customer is thus solely entitled to use the Products for its own commercial purposes.

The Customer has ownership of the Customer's own data inserted by the Customer into the Product software. The Customer's data can therefore not be included as an asset in connection with Sensohive's possible suspension of payments, bankruptcy proceedings, compulsory resolution or similar. The trustee, administrator or other authorized clerks must, therefore, under such

circumstances, ensure that data belonging to the Customer is returned to the Customer without undue delay in a common, readable format.
The Customer grants Sensohive and the Reseller an irrevocable right to use non anonymized data and information internally within Sensohive and Reseller's organizations.

The Customer grants Sensohive, and the Reseller, an irrevocable right to make use of all data and information inserted into and collected from the Products, as long as such data and information is sufficiently anonymized, and used solely for statistical or commercial purposes, i.e. the purpose of further development of the Products. These statistics and aggregated data may thus be shared by Sensohive with other customers. The Customer will under no circumstances be identifiable through Sensohive's, or the Reseller's, use of data and information as mentioned in this clause. The rights and obligations stated in this clause do not apply to Sensohive's processing of personal data.

Sensohive guarantees that data obtained by sensors or input by users as a part of a project or monitoring is stored securely within the Product software. The data and related reports will be available to the Customer for a period of at least 12 months after the last cast on a project monitored by the Product has ended. Once the Customer no longer subscribes to the Product software, the data will be deleted.

5 - Personal data

In order for the Customer to use the Product software, the Customer must create one or more user profiles, thus providing Sensohive with the name, e-mail and phone number of members of the Customer's or a third party's organization. Further information on Sensohive's processing on personal data can be found in Sensohive's Privacy Policy available at https://maturix.com/privacy

6 - Customer responsibilities

The Customer is solely responsible for the Customer's use of the Product software, including remembering to log out after use.

The Customer shall promptly inform Sensohive of any unauthorized use of the Customer's password or accounts, as well as any other form of security breach that the Customer is or becomes aware of or suspects. The Customer shall immediately seek to stop any improper copying and distribution of content, provided that the Customer is or becomes aware of or suspects this.

Upon receiving the Products, the Customer is obligated to examine these immediately and, within five business days of receipt, notify the Reseller of any non-conformities. The examination must be made in accordance with the online instruction and training material available at the support function on the Sensohive website https://maturix.com/help. All such notifications must be made in writing.

Any hidden defects or qualitative non-conformities not yet visible to the Customer upon this examination will be covered by the right of complaint in accordance with clause 10.

7 - Product service level

The Products are internet-based and only work with internet access. The Customer is thus responsible for ensuring that the Products have access to the internet.

The Product software is regularly updated, e.g. to improve functionality with no notice given to the Customer.

Sensohive will use its best efforts to guarantee a minimum of software downtime per year, however, Sensohive cannot offer a guaranteed minimum of software downtime per year other than the minimum downtime guaranteed by Sensohive's subcontractors, as well as Sensohive is not liable to the Customer for any downtime not attributable to Sensohive. This includes but is not limited to the distribution of messages through email and SMS services.

The Products will require a connection to a data carrier network, which can be provided by a national provider. If no data carrier network is available, the Customer is responsible for taking appropriate measures to establish a data carrier network for the Product.

8 - Limitation of liability

Sensohive is not liable for the Customer's indirect damages, losses or expenses of whatever nature caused by or however arising from the Agreement or use of Products.

The Products provide a formula for the calculation of concrete maturity to the Customer. The provided calculation indicates the maturity and/or strength of the concrete based on data input from the Customer. The Customer is responsible for the measurement and input of its own data regarding the concrete maturity and/or strength, thus Sensohive is not liable for any losses, damages or expenses, direct or indirect, caused by the Customer's faulty data or faulty inserted data.

Sensohive is not liable for any losses, damages or expenses, direct or indirect, caused by the Customer's use of data from third parties, e.g. readymix suppliers and the like, inserted either via direct entry or through API or any other method. The customer is responsible for verifying all data input by any method into the system.

Sensohive is not liable for data loss or consequences of data loss due to subcontractors' downtime.

Sensohive is not liable to the Customer for any direct or indirect losses arising from exceptional circumstances, which prevent, delay, complicate, preclude or add costs to the performance of Sensohive's obligations under this Agreement. Such circumstances beyond the control of Sensohive may include but are not limited to labor disputes (strike or lockouts), war, riots, cyber attacks, weather or natural disasters, production or delivery complications, due to conditions that Sensohive is not responsible for as well as the occurrence of force majeure and/or similar hardships with Sensohive's subcontractors.

Sensohive is not liable for any losses, damages or expenses, direct or indirect, suffered by the Customer

- due to any unauthorized access to, or modification of, the Customer's transmissions, data, material or information, whether this is sent or received and regardless of whether or not this has been received by Sensohive or was a transaction entered into the Product software, or

- due to the Customer's use of the Customer's own thermo-couples or if the Customer modifies or re-uses thermo-couples supplied by Sensohive.

Sensohive is not liable for any losses, damages or expenses, direct or indirect, suffered by the Customer due to the Customer's failure to perform an adequate examination of the Products in accordance with clause 7, or the Customer's inability to access the Product software due to the use of non-compatible computer equipment.
Sensohive's cumulative liability to the Customer for any loss or damages resulting from claims, demands or actions arising out of or in relation to the Customer's use of the Products shall not exceed a total of EUR 13,500.00.

The limited liability set out herein is a fundamental element of the basis of the bargain between the parties. The Customer acknowledges and agrees that Sensohive would not be able to provide the Products for the fees charged via the Reseller without such limitations. In jurisdictions which do not allow the exclusion or limitation of consequential, incidental or special damages, Sensohive's liability for such damages shall be limited to the extent permitted by applicable law.

Sensohive has taken out product liability insurance covering the world. Sensohive is only liable for Products in accordance with the Danish Act on Product Liability.

9 - Right of Complaint

The Customer has a Right of Complaint, only if the Customer has bought the Product from a Reseller. The Right of Complaint only applies to physical products.

Sensohive offers a 12 (twelve) months' right of complaint from the date of delivery ("the Complaint Period"), provided that the Products have been handled, shipped, stored, operated, used and maintained in accordance with Sensohive's instructions as set forth in the online instruction and training material available online at the support function on the Sensohive website (https://maturix.com/help), cf. clause 11.

If a Product, within the 12 (twelve) month period transmits more than 20.000 measurements, the Complaint Period only extends to and including the 20.000th measurement.

Sensohive only assumes liability for non-conformities caused by actions or negligence attributable to Sensohive before the Products were delivered to the first independent carrier.

The following procedure shall apply to any non-conformities detected within the Complaint Period:

1. All returns and/or complaints must go through the Reseller.
2. The Customer must thus report any alleged non-conformities discovered by the Customer to the Reseller and if necessary return the Products in question to the Reseller at Customers own expense and responsibility. All correspondence regarding complaints must take place through the Reseller.
3. The Reseller will notify the Customer of whether or not the complaint has been admitted by Sensohive.
4. If the complaint is admitted, Sensohive may choose, at its discretion, to either replace or amend the non-conforming Products or part of the Products, at no additional cost to the Customer. The Complaint Period for any replacement Products or amended Products, or part thereof, shall be the same as that of the original products, thus the replacement or

amendment of the Products, or part thereof, does not constitute a renewal of the Complaint Period.

5. Replacement Products may be either new Products or Products equivalent in performance to new Products. Sensohive does not warrant: (i) that the components in any replacement or amended Products come from the same supplier or are exactly the same as in the replaced or amended Products; nor (ii) that the operation of Products will be uninterrupted or error-free. Products may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use.

Sensohive is not responsible for any loss related to a period where the Product was unavailable for use due to an RMA process.

10 - Limitations to the Right of Complaint

The right of complaint does not apply to any non-conformities resulting from any hardware component manufactured by third parties, either integrated with the Products or sold together with the Products as a kit, and namely, but not limited to:

- batteries (performance and life) and
- any external component that deteriorates through normal wear and tear, such as sensor probes, connectors, etc.

Sensohive does thus not offer any additional rights of complaint other than those offered to Sensohive by the third party supplier in question.

The right of complaint does not apply to any non-conformities arising from the Customer's use of the Product in any way not consistent with the online instruction and training material cf. clause 1, including but not limited to

- improper storage of the Product performed by the Customer,
- the Customer's failure to follow the operating instructions,
- the Customer's unauthorized modification or misuse of the Products,
- the Customer's use of the Products outside of the environmental specifications pertaining to the Products or
- the Customer's abnormal wear and tear of the product as well as physical damage i.e. from impact and drops

11 - Disputes

These terms of use are governed by Danish law. Any disputes arising out of or in connection to these terms of use must be settled by the District Court of Odense.

12 - Export Control and Trade Compliance

The Customer warrants that it will comply with all applicable export control, trade sanctions, and dual-use regulations, including but not limited to those adopted by the European Union, Denmark, the United Nations, and, where applicable, other jurisdictions with relevant legal authority, in connection with its purchase, import, use, resale, or transfer of the Products.

The Customer warrants that it will not, directly or indirectly, export, re-export, resell, transfer, or otherwise make available the Products to any destination, country, entity, or individual that is subject to comprehensive trade sanctions or embargoes under EU, Danish, UN, or other applicable law, nor to any party listed on the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, the UN Security Council Sanctions List, the US OFAC Specially Designated Nationals (SDN) List, or any other applicable restricted- or denied-party list.

The Customer warrants that the Products will not be used, directly or indirectly, in connection with the design, development, production, stockpiling, or use of chemical, biological, radiological or nuclear weapons or their delivery systems, nor for any military end-use in a destination subject to an arms embargo under EU, UN, or applicable national law.

Sensohive reserves the right to request information from the Customer regarding the intended end-user and end-use of the Products, and the Customer agrees to provide such information within a reasonable time, where Sensohive reasonably considers this necessary to verify compliance with this clause.

Sensohive reserves the right, without liability to the Customer, to suspend or refuse any order, delivery, or the provision of Products or related services, where Sensohive reasonably believes that the Customer's use, resale, or transfer of the Products would breach this clause or any applicable export control or sanctions law.

This clause applies to all sales of Products. Sensohive may require additional end-use documentation or a signed end-use statement from the Customer for sales to destinations Sensohive considers to carry an elevated export compliance risk, in addition to the warranties set out in this clause.