

Appendix - End user license agreement - single use license

Treon Connect Platform Software ("Platform") is licensed to You (End-User) **by Treon Oy**, located in Tampere Finland ("**Licensor**") and its affiliates, for use only under the terms of this End User License Agreement ("**Agreement**"). **Customer** means the entity that has entered into a separate commercial agreement with the Licensor and pays the fees required to enable access to the Platform and services by End Customer (such as you) under this Agreement. You acknowledge that your rights under this Agreement are contingent upon the Customer's ongoing payment and compliance with such agreement.

The Platform enables integration with compatible Treon hardware and third-party systems to collect, visualize, and process operational data for the purpose of enhancing industrial efficiency, safety, and performance. The term Platform includes embedded firmware that operates certain hardware components of Treon. Such firmware is licensed, not sold, and is provided solely for use in connection with the operation of the specific hardware provided by Treon regardless of whether the Treon hardware was purchased by you directly from Treon or via a third party.

By accessing Platform including any hardware of the Licensor and any update thereto (as permitted by this Agreement), You indicate that You agree to be bound by all of the terms and conditions of this Agreement, and that You accept this Agreement. By using the Platform and related services, You acknowledge and agree that certain information, including personal data such as account credentials or usage data, may be collected and processed by the Licensor in accordance with its privacy policy.

If you do not agree to the terms of this license, do not use the Treon Connect Platform .

1. RESTRICTION OF THE SERVICES

The Platform is not tailored to comply with industry-specific regulations such as but not limited to US Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA) and alike in EU or elsewhere in the world. You should refrain from using the Platform for regulated industry unless expressly granted by the Licensor for a specific use.

2. SCOPE OF LICENSE

2.1 Subject to your full compliance with these Terms, the Licensor grants you a non-exclusive, non-transferable, revocable right to access and use the Platform solely in connection with the Licensor's hardware during the Term. In using the Platform, you must comply with all applicable laws and regulations as well as the Licensor's policies, and any other documentation and guidelines the Licensor has made available. You recognize and acknowledge that the use of the Platform may also be subject to third party terms and conditions, and the Licensor is not responsible for those.

This license is limited to use on a single authorized Licensor product or instance, and does not permit installation on multiple products or deployment in any way that enables unlicensed or concurrent access from multiple systems or users outside of Licensor's authorized architecture. While the Platform may operate over a network to interact with permitted Licensor products, sensors, gateways, and cloud components, you may not make the Platform available in a way that exposes it to unauthorized endpoints, virtualized environments, or external networks, nor may you reproduce, redistribute, or embed the software in third-party systems without Licensor's prior written consent.

2.2 You may not use the Platform for any illegal, harmful, or abusive activity. For example, you may not:

- use Platform in a way prohibited by law, regulation, governmental order or decree;
- use Platform in a way that infringes, misappropriates or violates anyone's rights;
- use, and will not allow third parties to use, the Platform to create, train, or improve (directly or

- indirectly) a similar or competing product or service;
- modify, copy, share or make the Platform available to third parties, sell, rent, lend, lease or otherwise redistribute the Platform ;
- attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of the Platform, including models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law);
- try to gain unauthorized access to or disrupt any service, device, data, account or network;
- circumvent any limits or restrictions or bypass any protective measures or safety mitigations put on Platform ;
- to spam or distribute malware;
- use Platform for high risk use cases as the Platform is not designed or intended to support any use in which a service interruption, defect, error, or other failure of Platform could result in the death or serious bodily injury of any person or in physical or environmental damage

2.3 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to termination, prosecution and damages.

2.4 Licensor reserves the right to modify the terms and conditions of this Agreement.

2.5 Nothing in this agreement should be interpreted to restrict third-party terms. When using the Platform , You must ensure that You comply with applicable third-party terms, conditions and policies.

3. NO MAINTENANCE AND SUPPORT

3.1 The Licensor is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Platform to You. Licensor may at its discretion make available future updates to the Platform . The terms of this Agreement will govern any software updates and upgrades provided by Licensor unless such upgrade is accompanied by a separate license.

You acknowledge and agree that certain updates may be applied automatically, particularly in cloud-based deployments. Where the Platform is deployed in the Customer's or Your own cloud or infrastructure, the Customer and You are solely responsible for timely application of such updates, and Licensor shall have no liability for performance, security, or compliance issues arising from delayed or failed implementation of updates, patches, or workarounds provided by Licensor. The Customer and/or You are obligated to implement any critical patches or updates provided by Licensor without undue delay. Licensor disclaims any liability for damages, service degradation, or non-compliance resulting from the Customer's and/or Your failure to apply such updates.

Licensor shall not be responsible for any issues, limitations, or failures arising from the combination, integration, or interoperability of the Platform with any Customer-developed solutions or third-party systems, software, or infrastructure outside Licensor's control.

4. INTELLECTUAL PROPERTY

Title and intellectual property rights in and to Platform belong to Treon Oy. In addition, any rights to the content displayed by or accessed through the Platform belong to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties and may be subject to terms of use of the third party providing such content.

5. YOUR DATA AND REFINED DATA

You retain all right, title, and interest in and to the raw data generated by You, your equipment, systems, or users and transmitted to or through the Platform ("Your Data"). Licensor shall not acquire any ownership rights in Your Data.

You agree that Licensor and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to Platform, related interface, connected hardware components (incl sensors) and peripherals, that is gathered periodically to provide, maintain, improve and refine Platform and it's other products and services and to verify compliance with the terms of this License. This data is primarily technical or operational in nature and does not include personal data, except for account-related identifiers such as the name and email address associated with your user account. Such personal data is processed in accordance with Licensor's privacy notice and only to the extent necessary to administer your account and deliver the Platform. Licensor may use this information for the purposes described above. To enable Licensor's partners and third-party developers to improve their software, hardware and services designed for use with Licensor products, Licensor may also provide any such partner or third-party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not identify You. Licensor may process Your Data using algorithms and data models to produce refined outputs, such as alerts, trends, analytics, predictive insights, and performance metrics ("Refined Data"). Licensor retains all intellectual property rights in the methods and models used to generate Refined Data, but not in Your Data itself.

6. LIABILITY

6.1 NEITHER LICENSOR NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LICENSOR'S AFFILIATES, EMPLOYEES, DIRECTORS, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

6.2 To avoid data loss, You are required to make use of backup functions of your data to the extent allowed by applicable third-party terms and conditions of use.

6.3 You are aware that in case of breach of the Terms, alterations or manipulations of the Platform , You will not have access to the Platform.

7. WARRANTY

PLATFORM IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE LICENSOR AND IT AFFILIATES AND THIRD PARTY LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. LICENSOR DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM PLATFORM IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

8. INDEMNITY

To the extent permitted by law you will indemnify and hold harmless the Licensor, its affiliates, and personnel, directors from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Platform or any violation of these Terms.

9. LEGAL COMPLIANCE

You must comply with all applicable trade laws, including sanctions and export control laws. You represent and warrant that You are not located in a country that is subject to a US Government, EU and UK government embargo, or that has been designated by them as a "terrorist supporting" country; and that You are not list _____

ed on any US and UK Government and EU list of prohibited or restricted parties

10. TERM AND TERMINATION

This Agreement is effective until terminated. Licensor may terminate this Agreement and access to Treon Connect Platform in accordance with the commercial terms agreed with its Customer. You acknowledge and agree that your right to access or use the Treon Connect Platform is wholly dependent on the Licensor's Customer's compliance with its payment and contractual obligations to the Licensor. Licensor may also terminate this Agreement when Connect Platform is no longer available or may choose to terminate this license for convenience. Your rights under this License will terminate automatically or otherwise cease to be effective without notice from Licensor if you fail to comply with any term(s) of this Agreement. Upon the termination of this License, you shall cease all use of the Treon Connect Platform and delete or destroy all copies in your possession or control. Sections 2.2, 4, 5, 6, 7, 8, 9, and 10 of this License shall survive any such termination.

11. Controlling Law.

This Agreement will be governed by and construed in accordance with the laws of Finland without reference to conflict of laws.

12. Complete Agreement.

This Agreement constitutes the entire agreement between you and Licensor relating to the Treon Connect Platform and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by Licensor.

13. Third Party Acknowledgements.

Portions of the Treon Connect Platform may utilize or include third party software and other copyrighted material. Your use of such third party material is governed by their respective terms.