ERBESSD INSTRUMENTS TECHNOLOGIES INC.

EI ANALYTIC™ PLATFORM

TERMS OF USE

Effective Date: 15 February 2025

Last Updated: 15 February 2025

1. Acceptance of Terms

These Terms of Use ("Terms") govern access to and use of the EI Analytic™ platform, including all related websites, cloud services, mobile applications, firmware integrations, APIs, software tools, and associated infrastructure (collectively, the "Services") provided by Erbessd Instruments Technologies Inc. ("EIT," "EI," "we," "our," or "us").

By accessing or using the Services, you ("User," "Customer," or "you") agree to be bound by these Terms. If you do not agree, you may not use the Services.

2. Site License Subscription

Access to the EI Analytic™ platform is provided on a subscription basis through an annual site license ("Site License").

The Site License:
- Grants access to enhanced platform features, expanded storage, advanced services, and API functionality;
- Is non-transferable unless expressly authorized in writing;
- Must remain active and paid in full to maintain enhanced access.

EI reserves the right to modify subscription offerings, features, and pricing upon renewal.

3. User Account Types and API Access

EI offers two categories of user access:

3.1 Paid Site License Subscribers

Subscribers receive enhanced platform features, expanded storage, advanced services, and API functionality.

API access for Subscribers:
- Is included at no additional charge;
- Is conditional upon maintaining an active subscription;
- Is non-transferable and non-exclusive;

- Does not constitute a perpetual or irrevocable right.

EI reserves the right to modify or discontinue API access upon ninety (90) days' prior written notice.

3.2 Unpaid ("Free") Users

Free Users may access limited functionality and are not entitled automatically to API access. EI may modify or eliminate Free User access at any time without prior notice.

4. Data Ownership

Operational machine data belongs to the asset owner and/or authorized service provider. EI does not claim ownership of customer machine-generated operational data.

Users warrant they have lawful authority to upload and process submitted data.

EI retains ownership of all software, firmware, source code, APIs, algorithms, system architecture, alarm logic, and proprietary technologies.

5. Data Protection and GDPR Compliance

5.1 Roles of the Parties

For purposes of the EU General Data Protection Regulation (EU) 2016/679 ("GDPR") and other applicable data protection laws:

- The Customer acts as Data Controller with respect to personal data uploaded to or processed through the Services.
- EI acts as Data Processor solely to the extent personal data is processed on behalf of the Customer.

5.2 Processing Scope

EI shall process personal data only:
- In accordance with the Customer's documented instructions;
- For purposes of providing the Services;
- In compliance with applicable data protection laws.

5.3 Security Measures

EI implements appropriate technical and organizational measures designed to protect personal data against unauthorized access, loss, alteration, or disclosure.

5.4 Subprocessors

EI may engage subprocessors to support delivery of the Services and shall ensure they are subject to appropriate data protection obligations.

5.5 International Transfers

Where personal data is transferred outside the European Economic Area (EEA), EI shall implement appropriate safeguards as required by applicable law.

5.6 Data Subject Rights

EI shall reasonably assist Customers in responding to data subject requests as required by law.

5.7 Data Retention and Deletion

Upon termination, EI shall provide a commercially reasonable opportunity for Customers to retrieve their data before deletion in accordance with EI's retention policies.

6. Intellectual Property Rights

Except for customer-owned machine data, all intellectual property rights in the Services remain the exclusive property of EI.

7. Acceptable Use

Users may not reverse engineer, misuse APIs, access unauthorized data, interfere with system security, or violate applicable laws.

8. Limitation of Liability

EI's total aggregate liability shall not exceed the fees paid for the Site License during the twelve (12) months preceding the claim.

9. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of New York. Disputes shall be resolved through binding arbitration.

10. Entire Agreement

These Terms constitute the entire agreement governing use of the Services.