

TRIVEDI ADVANCED TECHNOLOGIES LLC d/b/a PLUMSENSE — SALES TERMS AND CONDITIONS

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Definitions

“**Seller**,” “**TAT**,” “**Plumsense**,” “**we**,” or “**us**” means Trivedi Advanced Technologies LLC, a Massachusetts limited liability company, d/b/a Plumsense. “**Customer**” or “**Buyer**” means the person or entity that submits a purchase order (“**PO**”) to Seller or receives and accepts a quotation from Seller. “**Products**” means the hardware products (including sensors, gateways, probes, tags, and accessories) identified in the applicable quotation, PO, or order acknowledgement, together with any embedded firmware. “**Services**” means the Plumsense cloud platform, applications, monitoring, alerting, and related subscription services. “**Accepted Order**” means a binding contract formed under Section 1.

If Customer and Seller have executed a Master Services Agreement, supply agreement, or other signed agreement covering the Products, that agreement controls over any conflicting term in these Terms.

1. Formation of Contract, Acceptance, and No Conflicting Terms

An Accepted Order is formed when (a) Seller issues a quotation and Customer accepts it in writing or issues a PO referencing it, and (b) Seller accepts the PO by written order acknowledgement or by shipment. **Seller’s agreement to sell the Products is expressly conditioned upon Customer’s acceptance of these Terms. Seller hereby**

objects to, and rejects, any additional or different terms and conditions contained in Customer's PO or other documents, none of which shall be binding upon Seller unless specifically agreed to in a writing signed by an authorized officer of Seller. Neither Seller's failure to object to any provision in Customer's documents, nor Seller's shipment or performance, shall be deemed an acceptance of any such provision. In the event of a conflict between these Terms and an Accepted Order, these Terms control unless the Accepted Order variance is signed by an officer of Seller. Quotations are valid for thirty (30) days from the quotation date unless otherwise stated on the face of the quotation. **The Accepted Order is not subject to cancellation by Customer.**

2. Prices, Taxes, and Tariff Adjustments

The price for the Products shall be as set forth in the Accepted Order (the "Price"), denominated and payable in United States Dollars. Customer shall be responsible for and pay, if applicable, all taxes (excluding taxes on Seller's income) arising out of the sale of the Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes, and all fees and expenses incurred by Seller in connection with the delivery of the Products. If, between the date of the Accepted Order and delivery, there is an increase in tariffs, customs duties, import fees, or raw material costs applicable to the Products that was not reflected in the Price, Seller may, upon written notice with reasonable supporting detail, adjust the Price to pass through such increase.

3. Payment, Title, and Security Interest

Payment is due as stated on the invoice or Accepted Order; if no terms are stated, payment is due net thirty (30) days from the invoice date. Late payments shall be subject to a monthly finance charge of 1.5% of any unpaid balance (or the maximum rate permitted by law, if lower). In any action or proceeding regarding collection of overdue amounts, Seller shall be entitled to recover from Customer its costs and expenses (including reasonable attorneys' fees). Seller may suspend performance, withhold shipments, or require payment assurances if Customer is delinquent or if Seller reasonably determines Customer's creditworthiness is impaired.

Notwithstanding delivery of the Products or any other provision of these Terms, **title to the Products shall not pass to Customer until Seller has received payment in full** for the invoiced amount for the Products and all other amounts then due to Seller. Until payment in full, **Customer grants Seller a purchase-money security interest in the Products and their proceeds**, and Customer authorizes Seller to file such financing statements and other documents as Seller deems necessary to perfect that interest. Customer shall maintain insurance covering the full replacement value of the Products until Seller has been paid in full.

4. Shipment, Risk of Loss, Inspection, and Returns

All prices are established Ex Works (EXW) Seller's facility, Incoterms® 2020, unless otherwise stated in the Accepted Order. **Risk of loss passes to Customer upon delivery of the Products to the carrier at Seller's facility.** Delivery dates are estimates only, are not guaranteed, and time is not of the essence; Seller shall have no liability for any delay in delivery. Partial shipments are permitted and will be invoiced separately.

Customer shall inspect the Products upon receipt and must notify Seller in writing of any shipping damage, shortage, overage, or obvious defect within ten (10) business days of delivery, after which the Products shall be deemed accepted (acceptance does not affect Customer's rights under the Limited Warranty in Section 5). No Products may be returned without a return material authorization ("RMA") issued by Seller. Seller-authorized returns of non-defective Products, where permitted, are subject to a restocking fee of twenty percent (20%) of the Price, with return freight prepaid by Customer; custom or customer-specific configurations may not be returned.

5. Limited Warranty

Seller warrants the Products to be free from defects in workmanship and materials, under normal use and conditions and when installed and operated in accordance with Seller's documentation, **for a period of one (1) year from the original invoice date** (the "Warranty Period"). During the Warranty Period, Seller agrees, at its option, to repair the defective Product or to furnish a repaired, refurbished, or replacement product of equal value in exchange. Repaired or replaced Products (or portions thereof) are

warranted for ninety (90) days or the remainder of the original Warranty Period, whichever is longer. **Repair or replacement as described above is Customer's sole and exclusive remedy for breach of this warranty.**

Warranty service requires a valid RMA issued by Seller and return of the Product within the Warranty Period. Customer is responsible for shipping and handling charges to return Products to Seller; Seller is responsible for return shipping of Products repaired or replaced under warranty. If a returned Product is determined by Seller to have no defect, or the claim is outside this warranty, Customer is responsible for an evaluation fee and all shipping, and any repair will be at Seller's then-current rates.

This warranty does not cover, and is void as to, any Product that has been subjected to: (a) misuse, abuse, neglect, accident, or improper storage, installation, placement, or operation, including operation outside the environmental specifications (temperature, pressure, humidity, chemical exposure, or ingress beyond the Product's rated IP rating) published for that Product; (b) modification, disassembly, or repair by anyone other than Seller or its authorized representative; (c) use with incompatible third-party hardware, software, or systems; (d) damage caused by radio-frequency interference, unavailability or degradation of telecommunications or network services, or electrical power irregularities; (e) removal or alteration of serial numbers or labels; or (f) force majeure events. **Batteries and other consumable items are excluded from this warranty**, except that batteries are warranted to be free from defects at the time of delivery. Sensor accuracy is warranted only within the tolerances stated in the applicable Product specifications; normal drift within specification, and the need for periodic calibration or verification, are not defects. Customer is responsible for periodic calibration and verification appropriate to its regulatory and operational requirements.

SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO NON-INFRINGEMENT, TITLE, PATENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION; ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY CUSTOMER. THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT GOODS FOR USE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS, FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE OR OTHERWISE.

6. Software, Subscription Services, and Connectivity

Firmware and software embedded in or provided with the Products are **licensed, not sold**, to Customer in object code only, under a non-exclusive, non-transferable license solely for use with the Products. Customer shall not (a) copy (except as necessary for use, archival, or backup), distribute, sublicense, or make the software available to any third party in standalone form, or (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or design of any software, firmware, or hardware, except to the extent such restriction is prohibited by applicable law.

Use of the Plumsense cloud platform, applications, dashboards, and alerting is governed by Seller's Terms of Use and Service, available at https://www.plumsense.com/terms-conditions/SMARTPANTS_PRESERVED_102, which are incorporated by reference for any use of the Services. **Customer acknowledges that certain Product functionality — including data reporting, dashboards, and alerts — requires an active subscription to the Services and adequate network connectivity, and will be limited or unavailable without them.**

7. Monitoring Limitations, Regulatory Responsibility, and No Life-Safety Use

THE PRODUCTS AND SERVICES ARE A MONITORING AND ALERTING AID ONLY AND ARE NOT A GUARANTEE AGAINST PRODUCT LOSS, SPOILAGE, EQUIPMENT FAILURE, OR REGULATORY NON-COMPLIANCE. Wireless monitoring is subject to inherent limitations, including sensor tolerances and drift, radio interference, loss of power or connectivity, hardware failure, and delays or failures in data transmission or alert delivery; ALERTS AND NOTIFICATIONS MAY BE DELAYED, UNDELIVERED, OR UNAVAILABLE. The Products and Services are not a substitute for physical inspections, manual checks required by Customer's regulatory program, redundant safeguards, or human oversight, and Customer agrees to maintain reasonable backup procedures. Customer remains solely responsible for its own compliance with all laws, regulations, and standards applicable to its operations (including, without limitation, HACCP, the FDA Food Code, FSMA, state and local health codes, USP standards, CDC/VFC vaccine storage requirements, and GDP/GMP guidelines). The Products and Services

are not a medical device, life-safety system, fire or security alarm, or emergency notification service and must not be used as the sole means of protecting human health or safety.

8. Installation and On-Site Services

Where the Accepted Order includes installation, configuration, or training services by Seller, Customer shall, at its expense, provide timely site access, a safe working environment, and site readiness (including power, network connectivity, mounting surfaces, and any required permits or approvals). Additional visits or waiting time caused by site conditions or Customer delays are billable at Seller's then-current rates. Upon completion and handover of installation or configuration services, Customer is responsible for verifying configurations and alert recipients and for all ongoing administration, as further described in the Terms of Use and Service.

9. Consequential Damages and Limitation of Liability

Notwithstanding anything to the contrary contained in these Terms, Seller and Customer waive all claims against each other (and against each other's parent company, affiliates, contractors, subcontractors, consultants, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages — including, but not limited to, loss of actual or anticipated profits, revenues or product; loss of use; **spoiled, damaged, contaminated, or lost product, inventory, pharmaceuticals, vaccines, or other perishable goods; cost of substitute goods or services; and regulatory fines, penalties, or sanctions** — regardless of whether any such claim arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability or any other legal theory. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Indemnification

Customer covenants and agrees to indemnify, defend and hold harmless Seller and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives (collectively, the “Indemnitees”) from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court costs and reasonable attorneys’ fees (collectively, “Claims”), arising or resulting from Customer’s use of the Products or Services, Customer’s facilities, products, or operations (including any food safety, health, spoilage, or regulatory incident), or Customer’s breach of these Terms.

11. Confidential Information and Intellectual Property

Customer and Seller shall each receive and hold in strictest confidence, and (unless otherwise agreed by the parties in writing) not make any public disclosure of, any information imparted to it by the other party (“Disclosing Party”) which pertains to the Disclosing Party’s business and which is not the subject of general public knowledge, including, without limitation, proprietary processes, trade secrets, technical information and know-how, information concerning other projects, management policies, economic policies, financial and other data, customer lists and information, and the like (“Confidential Information”). The party receiving Confidential Information (“Receiving Party”) agrees that any information, data, processes, methods, developments, or reports that the Receiving Party creates in the course of performance under the Accepted Order and which contain or relate specifically to the Confidential Information shall be held in strict confidence and shall not be disclosed to others or used except in the performance of the Accepted Order.

Seller owns and retains all proprietary rights — including patent (issued and pending), copyright, trade secret, trademark and other intellectual property rights — in and to the Products, Services, firmware, software, hardware designs, and documentation. Nothing in these Terms grants Customer any ownership right in the Products or Services. All designs, ideas, inventions, creations and other intellectual property that are, or have been, developed, made or conceived by Seller in connection with the design and development of the Products shall be and remain the sole and exclusive property of Seller. Customer shall not, and shall not permit any third

party to, disassemble, reverse engineer, or analyze the construction of any Product for the purpose of deriving its design. All user guides, manuals, installation and configuration instructions, best-practice documents, training materials, and similar materials provided by Seller in any form (“Documentation”) are Seller’s Confidential Information and copyrighted works, licensed to Customer solely for internal use by Customer and its authorized users in connection with the Products and Services. Customer shall not publish, post publicly, distribute, disclose, or otherwise share any Documentation outside of Customer’s organization — including to any competitor of Seller — without Seller’s prior written consent, and shall not remove any proprietary notices from Documentation, all as further set forth in the Terms of Use and Service. These restrictions survive termination.

12. Compliance, Export, and Radio Equipment

Customer is familiar with all applicable US and international laws and regulations concerning the Products. Customer shall comply at all times with all US and international export control laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and U.S. sanctions programs, and shall not export the Products, directly or indirectly, to any destination, entity, person or individual if such export is prohibited by the laws and regulations of the U.S. or any other applicable jurisdiction. The Products contain radio equipment authorized under FCC rules (and, where applicable, other national radio regulations); changes or modifications not expressly approved by Seller could void Customer’s authority to operate the equipment. Customer is responsible for handling, recycling, and disposing of Products and batteries (including lithium batteries) in accordance with applicable law. **Seller does not agree to any government contract flowdown requirements (including FAR or DFARS clauses or equivalents) unless specifically accepted in a writing signed by an officer of Seller.**

13. Force Majeure

Seller will not be liable for failure or delay in performance (including delivery) if such failure results from any cause beyond its reasonable control, including force majeure, act of god, fire, flood, epidemic or pandemic, lockouts, the existence of any state of emergency, warlike condition, riots, inability to obtain materials, components or

workforce, carrier or supplier delay, refusal of license, or any other condition which makes it impossible or impracticable for Seller to fulfill its obligations under the Accepted Order.

14. General

Governing Law and Venue. These Terms and the Accepted Order shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Each party irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the Commonwealth of Massachusetts for any dispute arising out of or relating to these Terms or the Accepted Order, and waives any objection to such venue.

Limitation of Actions. Any claim or cause of action arising out of or relating to these Terms, the Products, or the Accepted Order must be commenced within one (1) year after the claim or cause of action accrues; otherwise it is permanently barred.

Assignment. Customer may not assign the Accepted Order without Seller's prior written consent. Seller may assign to an affiliate or successor.

Severability and Waiver. If any provision of these Terms is held to be prohibited, invalid or unenforceable, such provision will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of these Terms, and the parties waive, to the extent permitted by law, any provision of law that renders any provision prohibited or unenforceable. No course of dealing or failure of either party to strictly enforce any term shall be construed as a waiver of such term; no express waiver of any term shall operate as a waiver of any other term.

Entire Agreement. These Terms, together with the Accepted Order (and any signed agreement between the parties, which controls to the extent of any conflict), constitute the entire agreement between the parties with respect to the sale and delivery of the Products and supersede all prior communications on that subject.

Survival. Sections 3, 5, 6, 7, 9, 10, 11, 12, and 14 survive delivery, acceptance, payment, and any termination.