Trivedi Advanced Technologies LLC d/b/a Plumsense

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SERVICE TERMS AND CONDITIONS

Version 1.0 — Effective October 27, 2026

1. Applicability; Order of Precedence

These Service Terms and Conditions ("Service Terms") govern all installation, commissioning, configuration, calibration, verification, temperature and environmental mapping, training, repair, maintenance, and other field, remote, or professional services (collectively, "Services") provided by Trivedi Advanced Technologies LLC d/b/a Plumsense ("Seller," "TAT," "Plumsense," "we," or "us") to the customer identified in the applicable quotation, statement of work, purchase order, or order acknowledgement ("Customer"). These Service Terms are intended to be used in conjunction with, and incorporate by reference, Seller's Sales Terms and Conditions (including their provisions on payment, confidentiality, intellectual property, compliance and export, force majeure, limitation of actions, governing law, venue, and general terms) and, for any use of the Plumsense cloud platform, Seller's Terms of Use and Service available at https://www.plumsense.com/terms-conditions/. In the event of a conflict concerning Services, these Service Terms control over the Sales Terms and Conditions; any signed agreement between the parties controls over both. Seller objects to, and rejects, any additional or different terms in Customer's purchase order or other documents, none of which shall bind Seller unless accepted in a writing signed by an officer of Seller.

2. Quotations; Scheduling; Changes; Cancellation

Quotations for Services are valid for thirty (30) days unless otherwise stated. Service dates are scheduled by mutual arrangement, and completion times are estimates only. Customer-requested changes to the scope of Services must be agreed in writing and may result in adjusted pricing and scheduling. If Customer cancels or reschedules a scheduled on-site visit with less than two (2) business days' notice, or if Seller's personnel arrive and cannot perform the Services due to site conditions, lack of access, or equipment unavailability, Customer shall pay Seller's reasonable charges for the visit, including travel. Where stated in the quotation, travel time and expenses are chargeable as part of the Services.

3. Site Access and Customer Responsibilities

Customer shall, at its expense: (a) provide timely, safe, and continuous access to the site, including any required badging, escorts, inductions, or credentials; (b) provide a safe working environment, adequate workspace, utilities, lighting, network access, and lifting or access equipment where needed; (c) make the relevant equipment, refrigeration units, and monitored assets available, and permit Seller to stop and start equipment as reasonably necessary; (d) appoint a representative familiar with the site who is accessible while Seller's personnel are on site; (e) disclose to Seller in writing, before work begins, any known hazardous substances or conditions at the site (including asbestos or asbestos-containing materials) and provide applicable safety data sheets; and (f) provide accurate and complete information, for which Customer is solely responsible. Seller has no obligation to verify Customer-supplied information and is not liable for Services performed in reliance on it. Any waiver, release, indemnity, or similar agreement that Customer or

its site operator requires Seller's personnel to sign as a condition of site access shall be null and void as between Customer and Seller. Delays, waiting time, and return visits caused by Customer or site conditions are billable at Seller's then-current rates.

4. Calibration and Verification Services

(a) Standards and documentation. Calibration and verification Services are performed using reference standards traceable to the National Institute of Standards and Technology (NIST) or another recognized national metrology institute. Results are documented in a calibration certificate or report which, where applicable, records as-found and as-left conditions.

(b) Meaning of a calibration. A calibration certificate or report reflects the performance of the instrument only at the time, measurement points, and conditions of the calibration. Sensors and instruments are subject to drift, environmental stress, battery condition, handling, and aging. Seller does not warrant, and nothing in any certificate or report shall be construed as a warranty of, the continued accuracy of any instrument after the calibration is performed.

(c) Customer responsibilities. Customer is solely responsible for: (i) selecting calibration and verification intervals appropriate to its operations and regulatory program; (ii) removing instruments from service and requesting recalibration after any drop, shock, repair, or exposure outside published specifications; (iii) evaluating the impact of any out-of-tolerance ("OOT") condition reported by Seller, including the effect on product, processes, or records monitored since the last calibration; and (iv) its own acceptance, qualification, and regulatory decisions based on calibration results.

(d) Adjustment; OOT findings. Seller will report as-found OOT conditions identified during calibration. Seller may, at its option, adjust an instrument to bring it within tolerance or recommend repair or replacement of instruments that cannot be brought within tolerance. Calibration does not extend, restart, or modify any product warranty.

(e) Use of certificates. Certificates and reports are provided for Customer's internal use and for presentation to Customer's own auditors and regulators. Any reliance on a certificate or report by any other third party is at Customer's sole risk, and Customer shall flow through the limitations in this Section 4 to any person to whom it provides a certificate or report.

5. Temperature and Environmental Mapping Studies

Mapping, qualification-support, and similar study Services reflect conditions observed only during the study period and are based on the equipment states, loading, use patterns, and information provided or arranged by Customer. Seller does not warrant that mapped or observed conditions will persist after the study, and Customer is solely responsible for its qualification, placement, and regulatory-acceptance decisions based on study results.

6. Service Warranty; Exclusive Remedy

Seller warrants to Customer, and to no other person or entity, that Services will be performed in a professional and workmanlike manner by trained personnel using appropriate equipment, for a period of ninety (90) days from completion of the applicable Services. If Customer notifies Seller in writing of a non-conformity within the warranty period, Seller shall, at its option and as Customer's sole and exclusive remedy, re-perform the non-conforming Services or refund the fees paid for the non-conforming Services. Re-performed Services are warranted for the remainder of the original period or ninety (90) days from re-performance, whichever is longer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, ALL SERVICES ARE PROVIDED

"AS IS," AND SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SELLER DOES NOT WARRANT ANY REGULATORY, AUDIT, INSPECTION, OR COMPLIANCE OUTCOME, THE CONTINUED ACCURACY OF ANY INSTRUMENT, OR ANY RESULT OF CUSTOMER'S USE OF SERVICE DELIVERABLES. Emergency or requested service calls where no defect or failure attributable to Seller is found are billable at Seller's then-current rates.

7. Relationship to Monitoring; Regulatory Responsibility

Services support, but do not replace, Customer's own food safety, quality, and regulatory compliance programs. The limitations set forth in the Sales Terms and Conditions and the Terms of Use and Service — including that the Products and Services are a monitoring aid only, are not to be used as the sole method of measuring or tracking temperature for perishable or health-affecting products, and are not a life-safety system — apply equally to all Services, and Customer shall maintain redundant or primary methods of verification appropriate to its operations.

8. Trial and Pilot Services

Any Services, Products, or platform features provided on a free, trial, pilot, evaluation, or proof-of-concept basis are provided "AS IS" with all faults and without warranty of any kind, all warranties being disclaimed, and Seller shall have no liability of any kind arising out of or related to such trial or pilot use. Data generated during a trial or pilot may be deleted at its conclusion unless Customer purchases a corresponding subscription, and Customer is responsible for exporting any data it wishes to retain before the trial or pilot ends.

9. Fees; Invoicing

Fees for Services are as set forth in the applicable quotation or statement of work. Unless otherwise stated, Seller invoices upon completion of the Services or monthly for Services spanning more than one month, and payment is due net thirty (30) days from invoice. Late payments, collection costs, taxes, and suspension rights are governed by the Sales Terms and Conditions. Where Customer or its representative countersigns Seller's service report, work order, or timesheet, such countersignature is conclusive evidence that the Services concerned were performed.

10. Limitation of Liability

The consequential-damages waiver in the Sales Terms and Conditions — including the exclusion of spoiled, damaged, contaminated, or lost product, inventory, pharmaceuticals, vaccines, and other perishable goods, and of regulatory fines, penalties, or sanctions — applies to all Services. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION, SHALL SELLER'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO ANY SERVICES EXCEED THE FEES PAID BY CUSTOMER FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM. Customer shall indemnify and hold harmless Seller for claims arising from site conditions not disclosed under Section 3, from Customer-supplied information, and from any third party's reliance on certificates, reports, or deliverables provided to it by Customer. THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. General

Seller may perform Services through its employees or authorized subcontractors and partners, and remains responsible for Services it performs. Seller maintains commercial general liability and workers' compensation insurance; certificates of insurance are available upon written request. The parties are independent contractors. The provisions of the Sales Terms and Conditions regarding confidentiality, intellectual property (including ownership of Seller's methods, procedures, templates, and documentation), compliance and export, force majeure, assignment, severability, waiver, notices, entire agreement, limitation of actions (one year), governing law (Massachusetts), and venue apply to all Services and are incorporated by reference. Sections 4 through 10 of these Service Terms survive completion of the Services and any termination.

Contact

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