

## SERVICE AGREEMENT

Referenced invoices		Installation Date	
<b>PROVIDER DATA</b>			
Company	EDINN GLOBAL, S.L.	Tax ID Number	B-97423305
Address	AV/ AMADO GRANELL MESADO, 65, bloque 3, escalera 6 Oficina 1-E, 46013 Valencia (España)		
email1 / email2	<a href="mailto:info@edinn.com">info@edinn.com</a>	Phone number	+34 96 328 36 54
<b>PARTNER DATA (OPTIONAL)</b>			
Company		Tax ID Number	
Address			
email1 / email2		Phone number	
<b>CUSTOMER DATA</b>			
Company		Tax ID Number	
Address			
email1 / email2		Phone number	

### GENERAL TERMS

- I.- The provider is a Company whose purpose is to increase productivity and total efficiency. This means to improve performance and reduce the consumption and impact on the environment, using the measurement, the knowledge, the leading tools of the market, and potentially, in some cases, the complete management of the productive operations.
- II.- The Customer is interested in acquiring licenses to use the provider's software platform.
- III.- The edinn platform (also called "the edinn", "system" or "software") is a set of software, hardware and documentation elements, which constitute a tool that allows the visualization of operational losses, in real time and through the web, including help to correct them in the integral management of operations.
- IV.- The Parties recognize that they have enough legal capacity to commit themselves under this Agreement and, therefore, have agreed to hold it.
- V.- This agreement could be terminated by any of the following causes:
1. By written indication of any of the Parties, within 7 days prior to the automatic renewal.
  2. Due to the expiration of the agreed terms by this Agreement or its extensions.
  3. By the exercise of any of the Parties of their right to terminate the Agreement, in case of default of the other party of any of its own obligations, legally or contractually established, provided that such breach or violation was not remedied within a period of time of thirty (30) days, after written request of the non-defaulting party requesting its termination, unless the breach or violation is irremediable, in which case the resolution may terminate immediately but will include the obligation to compensate the compliant party.
  4. Due to the extinction of the legal personality of any of the Parties or due to their cessation in the continuity of their business, dissolution, liquidation or closure, declaration in a bankruptcy situation or definitive insolvency.; and
  5. Due to any other cause of extinction of the Agreement admissible in law.
- VI.- The Parties are independent contractors and under no circumstances could be considered a union of companies, a joint venture or any other type of associative entity between them. Consequently, both Parties decline all liability that may arise from obligations or commitments, whether civil, labor or other, acquired by the other Party with third parties.
- VII.- The parties sign three copies of this agreement, giving one copy to the customer, another to the partner (if exists) and another to the provider.

### TECHNICAL CONIDITIONS

If the Customer provides hardware, these are the minimum requirements (there could be additional requirements below in this document):

1. **Server:** with the next minimum requirements:
  - Operating System: Microsoft Windows Server 2012 or higher.
  - Processor: Minimum 4 logic processors with power equal or greater to Intel i5.
  - RAM Memory: Minimum 8 GB, maximum speed is recommended.
  - Hard Disc: Minimum 100 GB, maximum speed is recommended.
  - Possibility of virtualization: Yes
  - Internet connection with permanent access to <https://ecloud.edinn.com>
  - Additionally, all the robustness and security features that the client requires for a server with these characteristics, such as backup systems, uninterrupted power systems, etc.
2. **Display terminals (web):** the system uses web technology that works on virtually any device (PC, tablet, Android, iOS, etc.) but whose operation is only guaranteed by edinn for the following browsers and only in their latest versions published by their respective suppliers:
  - Microsoft Edge (Windows).
  - Mozilla Firefox (Windows and Linux).
  - Google Chrome (Windows and Android).
  - Apple Safari (Mac and iOS).
3. **eBox standard monitoring devices:** More information [here](#)
4. **Work terminals:** any PC or tablet with these minimum requirements can be used:
  - Operating System Microsoft Windows 7 or higher
  - Processor: Minimum 2 processing cores with power equal to or greater than Intel i3 (recommended 4 cores).
  - RAM Memory: Minimum free memory of 2 GB (recommended 4 GB).
  - Hard disk: Minimum free hard drive of 200 MB.

<b>PROVIDER'S SIGNATURE</b>	<b>PARTNER'S SIGNATURE (OPTIONAL)</b>	<b>CUSTOMER'S SIGNATURE</b>

5. **Visual beacons:** Optionally, for better visibility of alerts that indicate that operator attention is required, touch terminals may incorporate visual beacons: Red + Yellow + Base + Extension.
6. **Piece pass sensors:** photocells, inductive, etc

Regarding the modalities of the Licenses of Use of the edinn Platform (consult next clauses):

**Use Licenses:** allow the user to use the system. There are 2 modalities:

- **Software as a Service, SaaS:** The Use License is not owned by the customer but is paid as a service. It is like a rental. It is a model in which the initial investment of the project is considerably reduced because there is no purchase of the licenses.
- **Software as a Product, SaaSP:** The Use License is owned by the customer and does not have any subsequent mandatory payment. It is a model in which the customer acquires licenses to use the system in an initial investment and, optionally, can acquire new additional services through annual maintenance.

**Maintenance and Support:** provide additional services to the use of the system.

- **Basic:** this service is included in the SaaS mode. In SaaSP mode it is only included during the first 12 months after the installation date of the software which indicated in the first page of this Agreement. This service includes:
  - **Software free of errors:** if an issue is reported and it is confirmed by edinn that it is due to a defect in the edinn software, it will be addressed by edinn without incurring costs for the client.
  - **Free provision of files to update to new versions,** when they are published by edinn.
  - **50% discount on the implementation of improvements to the edinn system,** provided they have been previously accepted by edinn.
- **Premium:** This service is optional in any type of license. It includes a package of working hours to solve doubts, improvements, training or any need. In addition, it includes a guarantee on the response time and optional 24x7 schemas. Check additional conditions.

Regarding the tasks to be performed for the installation and maintenance of the Edinn Platform, unless otherwise indicated, are these:

1. EDINN: Inform the client of all aspects to consider before installation: data to be collected, documentation, etc.
2. PARTNER/CLIENT: Answer or fill the information that edinn needs in the following steps.
3. PARTNER/CLIENT: Acquire and/or provide the central server PC according to the minimum requirements provided by edinn. It includes physically installation of the server where the client considers appropriate according to its server maintenance policies and connecting it to the plant data network.
4. PARTNER/CLIENT: Prepare the basic infrastructure (it could entail costs of materials not included in this proposal):
  - Install the data network that connects the eBOX and/or PLCs for machine monitoring, operation terminals, the central server and the company network.
  - Install the necessary power sockets for the server, for the operation terminals and for the eBOX and/or the Monitoring PLCs.
5. PARTNER/CLIENT: Prepare monitoring infrastructure (with EDINN support):
  - Identification of the signals to be monitored.
  - Installation of eBOX and/or PLCs and connection of signals.
  - Connection of the signals to the connectors of the eBOX and/or the PLCs.
6. EDINN: Validate the correct operation of the infrastructure, install the OPC Server software and validate that it is possible to correctly read the counters and possible signals through OPC.
7. EDINN: Install the edinn platform on the server and optimize it for system operation.
8. EDINN: Train the client for server maintenance, including hot backup management.
9. EDINN: Prepare and install the edinn platform in the operating terminals of the operators.
10. EDINN: Configure the edinn platform, start it, test it, adjust it and optimize it for proper operation.
11. EDINN: Provide training and support at startup and subsequent operation to obtain maximum benefits from the client.
12. PARTNER/CLIENT: Configure the generation, management, extraction, and storage of the backups of the database and other important resources.

Additional conditions that will be applied during installation:

- If monitoring kits or user terminals have not been included because existing elements in the customer's facility will be used, in the case of these elements would not be powerful enough or they might need any adaptation, any additional cost regarding these concepts should be carried out by the Customer.
- In general, the power and Ethernet sockets (among others), which are available to the edinn team and its partners, will be used. It is the obligation of the Customer to indicate if any socket, connector or element should not be used during the project. Any additional cost regarding this should be carried out by the Customer.
- It is necessary that production and consumption electrical signals, which are to be monitored in this project, are already identified and electrically accessible to the edinn team and its partners when the project starts. Any additional cost regarding this should be carried out by the Customer.
- In the case of using the computer data network (cable or WiFi) of the Customer, it is assumed that it works correctly and with the necessary quality level. Any additional cost regarding this should be carried out by the Customer.
- If, under the customer's request, edinn or its partners would install a Wireless (Wi-Fi for example) computer network, this network will be guaranteed (min. 1 year) on its hardware, but it will not be guaranteed regarding the quality of the transmission of the data. Any additional cost regarding this should be carried out by the Customer.
- When referring to "working day", we are referring to working days in Spain. You can ask for the updated calendar at any time.
- In periods clearly indicated by edinn as "evaluation" and only if the customer has not paid yet for that product and only for a maximum of 30 days, until the cost of the software use licenses has been paid to edinn, the customer will have a temporary software use license. When this temporary software use license will expire, the edinn system will automatically stop and the Customer accepts to totally delete and remove it from his facility and hardware in less than 7 days. The customer will be allowed to use the edinn platform again only after paying the edinn software use licenses.
- Edinn provides services to install the platform at the Customer's facility, but that installation is finally only responsibility of the Customer, as he only can provide access to his facilities, access to his systems, and configuration data, among others.
- The edinn platform might not be able to detect certain microstops when the cycle times are very short. This is due to causes which are external to the edinn system: slow computer data network, eBOX and/or PLCs response time, hardware delays, etc. Although this, the Customer will have 100% detail of where his losses are, as this not detected microstops will be included in the "Low speed and microstops losses" category.
- Anticipated payments are needed due to the costs of initiating and preparing projects, and where applicable, to the need of hardware and software licenses. For this reason, the anticipated payments cannot be returned to the Customer.
- If the customer, or any of his providers, is providing computers or servers to run the edinn software, edinn will not be responsible in any case, of the malfunction, deterioration in performance or data, etc. of any application or function that might be before, during or after, on the equipment running the edinn software.

PROVIDER'S SIGNATURE	PARTNER'S SIGNATURE (OPTIONAL)	CUSTOMER'S SIGNATURE

- The installation, by edinn or by its partners, of the edinn platform does not include any software or hardware development nor adaptation, except those indicated in written in the commercial proposal.
- All developments which have been approved by edinn to be included in the standard versions of edinn, will be implemented inside the last available version and will be guaranteed if the Customer has an active maintenance contract. In addition, because these developments will be integrated into the standard, and although edinn will try to respect them in the future with the purpose of affecting the least possible to the Customer, edinn reserves the right to change the standard product and therefore the results of these developments, even without prior notice.
- In case of an integration with other systems, these must be adapted to Standard ISA95. If this is not the case, the hours of integration support must be requested again.
- All training performed by edinn is given to trainers, and not to final users, unless otherwise stated in written in the commercial proposal.

Additional conditions that will be applied during maintenance:

- Hardware is guaranteed for a period of 2 years. When a hardware element fails, the Customer accepts to send it, at his costs, to an edinn office. The hardware will be then verified, and if the hardware is inside the guarantee period and if edinn determines that its failure is not due to an incorrect use, negligence or natural disaster, then an identical or better equipment will be sent to the Customer, free of any charge.
- Support will be provided remotely through the edinn support system ("ticketing") and in a working day. If the customer needs 24x7 support, it should be required and acquired to edinn. In edinn support services, on every interaction with the Customer, a minimum of 15 minutes will be consumed.
- Additional support service hours should be acquired before the support service is provided to the Customer. However, the Customer could have support hours, only if this is clearly indicated in his licenses or maintenance invoices.
- Edinn support service only includes the analysis and resolution of issues only in case they are a defect of the standard edinn software. Therefore, this service does not cover issues of any other type, even if they were generated by edinn, like, for example, but without being a complete list: related to the physical IT infrastructure, wrong data, regional differences like the use of coma or point to group numbers, neither related to tailored (nonstandard in the edinn platform) developments, like, for example, those using the API nor the UDL modules.
- In the edinn support services, if the edinn engineers confirm that an issue is a defect of the edinn standard software, the solution will be implemented only on the latest available version of the edinn platform. Therefore, by this clause, the customer implicitly accepts to upgrade his edinn platform to the latest available version when required by the edinn engineers for the purpose of solving an issue. If the Customer rejects to upgrade his edinn version, then the issue could not be solved and edinn will be not liable of any responsibility.
- The edinn support services will only be available when the client is up to date in the payments of the maintenances of all his edinn active licenses.
- If the Customer needs from the edinn team an urgent response to a support request, then the Customer accepts to notify edinn in written with the word "URGENT" in the subject of the edinn support system. These urgent issues will consume minimum 60 minutes from the support time, if they are proved to be caused by causes external to the edinn standard software.
- If the customer has acquired support hours, they cannot be used for new developments. In addition, not consumed support service hours will not be refundable, transferable nor accumulative between support periods.
- The Customer will have a 5% discount on his maintenance contracts if he is allowing at least 10 visits to his facility to show edinn to potential customers of edinn or its partners (never competitors of the Customer), or if the Customer is presenting the edinn logo, with a link to <https://edinn.com>, on the home page of his web page or on his products, in a visible place.
- In the edinn support services, the provision of new versions of the edinn platform, includes only the provision of the necessary files and the procedures to update them, but does not include any service for the update nor correction, for example the conversion, recovery process or adaptation of any tailored developments (those in the API or UDL modules, for example).
- It cannot be guaranteed, by any mean, that a failure or the update of the edinn platform will not affect the Customer in any way, and therefore, under no circumstance edinn will be responsible for the damages or losses caused by the use or lack of use of the edinn platform. If the Customer wants to test how a new version or update will affect him, he is recommended to request for a separated test environment where he will be able to try to anticipate any possible bad effect.
- Custom improvements or developments, for example, but not as complete list, those developments carried out through the API or UDL modules; will only be performed and served to the client on the latest version of the edinn platform that is being developed by edinn at that time. Furthermore, custom developments are not guaranteed by edinn in any way since they are not distributed by edinn in the standard package.
- The use of the edinn platform is only allowed to the Customer if he has valid edinn software use licenses and if the Customer has realized all the pending payments to edinn as indicated in the invoices' payment terms. These edinn software use licenses should be renewed, at least, yearly.
- In the version's updates, although in some cases it is possible to restore and come back to previous versions, the user accepts that it cannot be guaranteed in all cases that it will be possible to go back to previous versions.
- These software use licenses do not provide the Customer with any property right on the edinn platform, neither in total nor in part (software, hardware nor documentation).
- The Customer accepts to not use any version of the edinn platform which is not officially supported by edinn. In this case, the customer accepts to update his platform to a supported version or to definite and totally stop using the platform and to definitely delete and remove the edinn platform from his facilities in less than 7 days after receiving written notification from edinn.
- When the Customer lacks of a valid use license of the edinn platform, as the use licenses did not provide the customer with any right of property on the edinn platform or any of its parts (software, hardware and documentation), the customer accepts to totally and definitely delete and remove the edinn platform from his facilities in less than 7 days after receiving written notification from edinn.
- With the purpose of maintaining the quality of the products and services, edinn reserves the right to change, at any time and without prior notice, the prices (also named "costs") of hardware, licenses, services, maintenances and supports.
- By using the edinn platform (software, documentation and or hardware), the Customer accepts: 1) That edinn publishes, in any format (verbal, written, or other formats), that the Customer is using edinn, but taking into account that this authorization only includes the name and the logo of the Customer; and 2) That edinn, or third-party companies authorized in written by edinn, might use the data of the Customer as long as it is in an aggregated and anonymously manner, respecting the Spanish Personal Data Protection Law and the Customer's confidentiality; and with the only purpose of providing the functionality, new products and services or improving the current ones, adapt the products and services to the Customer's preferences and/or to avoid an illegal or not licensed use of the product.
- Although the edinn platform executes automatic optimizations to improve performance, with the passing of time, the performance of the platform could worsen, mainly due to the existence of more data records and/or more users and/or processes. If this was the case, it will be the responsibility of the Customer to provide the means to improve the performance and under no circumstance will be the responsibility of edinn as it is impossible to forecast all the possible situations of workload that could arise.
- The services provided by edinn are configured as an obligation of means and not of results, so the subscription of this Contract does not guarantee the client to obtain results.
- The costs of the servers in the cloud could vary in each renewal and without prior notice.
- Edinn will not be responsible of, neither will be covered by its support service, any issue related with items like for example, and not being an exhaustive list, computers or servers, which do not meet the minimum requirements indicated in edinn's terms and conditions, available in this address: <http://edinn.com/termsandconditions>.

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- Non-payment of periodic invoices for maintenance, licenses, cloud servers, services and any other; will entail a cut-off of the service by edinn but will not imply the extinction of the client's debt with edinn, which will remain in force and increased monthly according to an interest rate equal to three times the official interannual inflation, according to the CPI index of Spain. Furthermore, from the first day of non-payment, edinn will have the right to judicially claim from the client the total of said debt plus the aforementioned interest and all costs, including legal costs, of claiming said debt.

## CONIDITIONS OF PERIODS AND VALUES

The elements that have the service (called "the system" or "the platform" edinn) and their values and periods are detailed in the invoice whose number has been indicated above, to which the following conditions will apply:

- VAT and other taxes not included.
- Proposals are valid: 1) until edinn sends a new one with the same purpose but with a higher version; or 2) until (30) days after the date indicated on the first page of the offer.
- The software licenses for use of the edinn platform must be paid by the Client within thirty (30) days, counting from the date of installation indicated above. The periodic renewal of the licenses is automatic, and therefore the obligation of payment of the amount by the client, unless either of the parties terminates this Agreement at least seven (7) days before its renewal.
- In the elements indicated as "Refundable", the client has thirty (30) days, counting from the date of installation indicated above, to return them. For the customer, in order to be entitled to the reimbursement of the amount of these items, the Customer must send them, at their cost, to be in the office of edinn before this period. If the items arrive at the edinn office in perfect condition and before the deadline indicated, edinn will proceed to refund the amount.
- In those licenses where "Extra" is indicated, the client will not make payment because they are in promotion, but edinn reserves the right to cancel the licenses of the modules indicated as "Extra" at any time, if they have been notified previously 30 days before.

## GENERAL PAYMENT TERMS

The general conditions of payment are:

- In the acceptance: payment of 100% of the hardware and software of third parties, and 50% of the corresponding services and expenses.
- 30 days after installing the software: payment of 100% of the licenses that have been consumed.
- At the end of the installation of each phase: payment of the 50% of the related services and expenses.
- Taxes are not included in the proposals.
- Payment of the invoices is due 30 days after the date of the invoice.
- Proposals are valid for 30 days from the date indicated on the cover page, and do not include, unless expressed explicitly:
  - Taxes
  - Shipping cost
  - Travel and daily subsistence allowance

## ONLINE SHOPPING CONDITIONS

- These Terms and Conditions for Online Shopping ("TCO" hereinafter) regulate, in addition to all the previous conditions, the purchases of the different products and services made through the website [www.edinn.com](http://www.edinn.com) ("the website" hereinafter), owned by the supplier. Users who make purchases from this Website fully accept all the terms and conditions of this agreement, including, in addition, those in this section. Such users will be bound by all of them exactly as if they were all accepted and signed by them at the time of purchase.
- Provider reserves the right to modify these TCOs at any time without notice, which will always be accessible on the Website, so that the user can consult them or print them out at any time.
- The supplier reserves the right to deny and/or suspend access to the services provided on the website for reasons of breach of good contractual faith, failure to comply with current legislation, of these TCOs and/or in cases of fraud detected by the supplier and/or the partner.

### Shipments

The estimated delivery times, for those elements that are in stock, depending on the location of the client, are:

- European Union: 5 working days.
- Rest of the world: 9 working days.

These delivery times are estimative and cannot be guaranteed, although we will make commercially reasonable efforts to ensure that transport companies comply with them. In the case of orders that include several articles, only one shipment will be made, and the delivery time will correspond to the article with the longest delivery time.

### Return and Handling

The return or refund of products and services is not permitted, except for problems covered by the legal guarantee or in the cases indicated in the "Additional conditions of application during maintenance" regarding "hardware" or "materials".

### Cancellation

The cancellation or withdrawal of an order will be accepted if it is made in writing and within a maximum of 1 h. after the order was placed. After this time, no cancellations will be accepted.

### Minimum age

All purchases made on the website, after completing the form, will be considered validly made by the Customer and will be binding. Consequently, the Customer shall be solely responsible for any purchases through the website by any third party who makes use of its data. Therefore, the placing of orders from the website by a minor will be understood to be carried out under the supervision and authorisation of his/her parents, guardians or legal representatives.

And as compliance with this Agreement, the parties sign it on the date of Installation indicated at the beginning of this document:

PROVIDER'S SIGNATURE	PARTNER'S SIGNATURE (OPTIONAL)	CUSTOMER'S SIGNATURE

**Edinn is a member of**



Association for the  
Development of Logistics



Europe's largest public-private  
innovation partnership focused on  
climate innovation



Member of AVIA, Automotive  
Cluster in Valencia



EDINN is IBM Global  
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