

Augmenta B2B General Terms and Conditions of Sale and Services

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Augmenta SAS — Capital: EUR 1,000

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0. Definitions

These Terms apply exclusively to customers acting for professional or business purposes.

“Agreement” means these General Terms and Conditions and the documents identified in §8.5.

“Quote” means Augmenta’s commercial offer.

“Sales Order” means Augmenta’s written order confirmation issued for an Order including Products under §1.2.

“Order” means a binding transaction formed in accordance with §1.2.

“SOW” means any statement of work signed by the parties.

“Products” means collectively the Equipment, Software and related Entitlements supplied or licensed by Augmenta, as applicable.

“Equipment” means physical hardware supplied by Augmenta.

“Augmenta Equipment” means Equipment placed on the market under the Augmenta name or trademark, including Augmenta Server products.

“Third-Party Equipment” means Equipment manufactured and marketed under a third-party manufacturer’s name or trademark and resold by Augmenta, including compatible sensors and accessories.

“Software” means Augmenta software licensed under the EULA/SDK licence.

“Services” means professional/support services in §5.1(b).

“Customer Content” has the meaning in §7.8.

“Product-Matched Bundle Licence” (or “Bundle Licence”) means a Software licence sold at a preferential price when purchased on the same Order with qualifying Equipment of the matching product line, in the quantity or entitlement ratio expressly stated in the applicable Quote or commercial programme.

1. Sales and Ordering

1.1 Quotes and Offers

Official Quotes may be issued by Augmenta in PDF format, via email, embedded links or other digital means. A Quote describes Augmenta's proposed commercial terms and becomes binding only in accordance with §1.2. By signing a Quote, or by issuing a signed purchase order (PO) referencing the applicable Quote, the Customer confirms its order request and accepts these Terms and the applicable EULA and other licence terms identified in or made available with the Quote.

1.2 Order Acceptance and Formation

(a) Orders including Products. Where an Order includes Equipment, Software or another Product, the Customer submits an order request by (i) issuing a signed or otherwise valid purchase order (PO) referencing the applicable Quote or (ii) signing the applicable Quote where Augmenta accepts that ordering method. The Order becomes binding only when Augmenta issues a Sales Order confirming acceptance. The Sales Order constitutes Augmenta's written acknowledgement and acceptance of the Customer's order request and, together with the applicable Quote, PO (if any), these Terms and the documents identified in §8.5, forms the binding Agreement for that Order.

(b) Service-only Orders. Where a Quote covers Services only and no Product is being purchased or licensed, Augmenta does not normally issue a Sales Order. The Service Order becomes binding when the applicable Quote has been signed by both the Customer and Augmenta. If the parties use a SOW for those Services, the SOW must also be signed by both parties and forms part of the Agreement. Unless the Quote or SOW expressly states otherwise, the signed Quote, any signed SOW, these Terms and the documents identified in §8.5 form the binding Agreement for the Service Order.

(c) Variations. If a Sales Order materially changes the scope, quantities, price or other substantive terms of a Customer's Product order request, the changed terms become binding only when accepted by the Customer in writing or through other unequivocal conduct after receipt of the Sales Order. Changes to a binding Service-only Order are governed by §12.

(d) Payment conditions. Payment, advance payment, credit approval and other conditions specified in the Quote, Sales Order or SOW may constitute conditions to shipment, licence delivery or commencement of Services. Payment alone does not constitute formation or acceptance of an Order unless the applicable formation requirements in this §1.2 have been satisfied.

1.3 Validity of Quotes

All Quotes are valid for the period indicated on the document, typically **15 (fifteen) calendar days** from the date of issuance, unless otherwise stated. After this period, Augmenta reserves the right to adjust pricing or terms without prior notice.

1.4 Revisions and Withdrawals

Subject to any express commitment stated in the Quote and applicable law, a Quote may be revised or withdrawn before the corresponding Order becomes binding under §1.2 — for an Order including Products, before Augmenta issues the Sales Order; for a Service-only Order,

before the Quote has been signed by both parties. Customers will be notified of any such change by email or other written communication. Once an Order is binding, it may be cancelled only with Augmenta's written agreement or where a cancellation or termination right expressly applies under the Agreement or mandatory law. Subject to §2.7 and §11, the Customer remains responsible for Products and Services already delivered or performed, committed non-cancellable manufacturing, supplier, licence, shipping or other third-party costs, and any cancellation or restocking charges expressly agreed in writing. Any amounts paid in excess of the amounts properly due following an agreed cancellation will be credited or refunded.

2. Pricing & Payment

2.1 Invoicing, Due Dates, and Shipping

(a) **Hardware.** Unless otherwise stated in the Quote, each hardware portion or line item is payable in full before the corresponding shipment. Augmenta may ship hardware for which the corresponding amount has been received while withholding any unpaid hardware, Software licences or other unpaid deliverables. Invoices for hardware are issued in accordance with applicable invoicing and tax requirements. Augmenta may issue invoices electronically and through any electronic invoicing platform, network or mechanism required or permitted by applicable law; the Customer shall provide accurate billing information and any identifiers reasonably required for electronic invoicing.

(b) **Services.** Unless otherwise stated in the Quote or SOW, Services are invoiced 50% in advance before commencement and 50% upon completion. See §2.4 for the default milestone structure and any agreed variations.

(c) **Product-Matched Bundle Licences.** Bundle pricing applies only when the licence is purchased on the same Order as at least one qualifying hardware unit of the matching product line identified in the Quote. Unless otherwise stated in the Quote:

(i) **product match required** — the qualifying hardware category or product line is the one identified in the applicable Quote or commercial programme;

(ii) **entitlement quantity or ratio** — the applicable Bundle Licence quantity or ratio is the quantity or ratio stated in the Quote or applicable commercial programme; no additional Bundle Licence entitlement is implied beyond the quantities or ratio expressly offered;

(iii) **bundle pricing** does not apply retroactively unless Augmenta expressly agrees otherwise in writing; and

(iv) **Bundle Licences** are not sold separately at the same preferential bundle price unless expressly stated otherwise.

(d) **Default Delivery Against Payment.** Unless otherwise stated in the Quote, Augmenta may fulfil an Order progressively according to the amounts received. Hardware is shipped once the corresponding hardware amount has been paid, and Software licences, licence keys, Entitlements or activation credentials are delivered or activated once the corresponding Software amount has been paid. Payment of one portion of an Order does not require Augmenta to deliver an unpaid portion. Services follow the default 50% advance / 50% completion payment structure in §2.4 unless the Quote or SOW expressly states otherwise.

2.2 Payment Methods and Bank/Wire Fees

(a) Payment Method. Unless otherwise expressly agreed for a specific Order, payment is made by bank transfer. Augmenta may make another payment method available for a specific Order without changing these Terms.

(b) Fees. Sender (Customer) bank/wire fees are the Customer's responsibility and must not reduce the net amount received by Augmenta. Receiving fees charged by Augmenta's bank are borne by Augmenta.

2.3 Prices, Discounts, VAT, Customs, and Duties

(a) Prices and Discounts. Prices applicable to an Order are those stated in the applicable Quote or, where applicable, Augmenta's current price schedule. Prices are exclusive of VAT and other applicable taxes unless expressly stated otherwise. Any discount, rebate, bundle pricing or other price reduction applies only where expressly stated in the applicable Quote, price schedule or commercial programme. No discount is granted for early payment unless expressly stated in the Quote.

(b) VAT. Applicable VAT will be added to Quotes and invoices according to the Customer's tax status and applicable law once the necessary information has been provided. For intra-EU B2B supplies, reverse charge or other applicable VAT treatment may apply subject to the required conditions and valid VAT identification numbers.

(c) Customs & Local Taxes. Unless the Quote or applicable Incoterm expressly provides otherwise, import clearance, import duties, customs charges, brokerage fees and local import taxes are the Customer's responsibility. Augmenta will provide reasonable supporting documentation and may, at its discretion, prepay certain charges; any such prepaid amounts shall be re-invoiced to and payable by the Customer.

(d) Withholding Taxes. Payments shall be made without deduction or withholding except to the extent a deduction or withholding is required by applicable law. Where withholding is legally required, the Customer shall timely remit the withheld amount to the relevant authority and provide Augmenta with the official certificate or other reasonable evidence needed to support any available tax credit or refund. No tax gross-up applies unless expressly stated in the applicable Quote or another written agreement.

2.4 Deposits and Milestones (Services)

Services. Unless otherwise stated in the applicable Quote or SOW, 50% of the Service fees are payable in advance before Augmenta begins the Services, and the remaining 50% is payable upon completion of the Services. Augmenta may condition commencement of the Services on receipt of the advance payment. If the Quote or SOW defines different milestones, deposits or payment dates, those terms apply instead. If Services are terminated before completion in accordance with §11, amounts already paid are credited against Services performed, committed non-cancellable costs and any agreed cancellation charges; any excess advance payment is refunded to the Customer and any remaining balance due is payable by the Customer.

2.5 Late Payments; Suspension; Retention of Title

(a) **Late Interest & Fees.** Any amount not paid when due shall automatically, without prior notice or reminder, bear late-payment interest from the day following the payment due date at the rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, in accordance with Article L.441-10 of the French Commercial Code. In addition, a fixed recovery indemnity of EUR 40 shall be due for each overdue invoice. Where the actual recovery costs incurred exceed this amount, Augmenta may claim reasonable additional compensation upon supporting evidence.

(b) **Suspension.** Augmenta may **suspend deliveries, support, licence activations, or performance of services** in the event of any overdue amount.

(c) **Retention of Title.** Title to physical hardware sold by Augmenta remains with Augmenta until full payment of the amounts due for that hardware, including applicable interest and fees. Software and other intellectual-property rights are licensed rather than transferred and remain governed by the applicable EULA, SDK License or other licence terms. Augmenta may withhold any unpaid shipment, licence delivery, activation or Service, cancel affected unpaid portions of an Order where permitted, or cease Services if the amounts due for the relevant item or deliverable are not paid in full.

2.6 Currency and Foreign Exchange

Unless otherwise specified in the Quote, invoices are issued in **EUR**. For **non-EUR** payments, the Customer bears all **FX conversion and sending fees** such that Augmenta receives the **full invoiced amount in EUR**.

2.7 Refunds and Billing Disputes

(a) **Refunds.** B2B sales are final and non-refundable, including Software licences once issued and Services once performed or commenced, except as required by mandatory law, expressly stated in the Quote or a separate agreement, or provided under the Service termination and reconciliation provisions of §2.4 and §11. For Product-Matched Bundle Licences, any issued licence is non-refundable. If qualifying Equipment is cancelled or returned and the Customer retains Bundle Licences such that, by product line, the number of retained Bundle Licences exceeds the number permitted for the qualifying Equipment remaining on that Order, the surplus licences will be re-priced at the standalone price applicable on the original Order date, net of amounts already paid, and the difference is immediately payable.

(b) **Billing Disputes.** Any invoice dispute should be notified in writing within fifteen (15) days after receipt of the invoice, with reasonable detail. Undisputed amounts remain payable when due. The parties shall cooperate in good faith to resolve disputes. Failure to notify within that period does not waive claims concerning manifest invoice errors, duplicate billing, fraud or rights that cannot lawfully be waived.

3. Delivery

3.1 Shipping Terms; Risk of Loss (Hardware)

(a) Default shipping term. Unless the Quote expressly states another Incoterm or delivery term, Augmenta-arranged shipments are DAP (Delivered At Place, Incoterms® 2020) to the delivery address identified in the Quote or Order. Under DAP, risk transfers at the named place in accordance with Incoterms® 2020 and the Customer is responsible for import clearance, import duties, taxes and local import charges.

(b) Other shipping terms. Where the Quote states another Incoterm or delivery arrangement, that stated term governs the allocation of transport costs, customs formalities and risk for that Order. Customer-arranged pickup may, for example, be agreed on an FCA or EXW basis.

(c) Insurance. Unless expressly included in the Quote or required by the agreed delivery term, transport insurance is not included. Where Augmenta arranges shipment, insurance may be offered as an option upon request.

3.2 Lead Times; Expedited Handling

(a) Estimates only. Unless a delivery date or lead time is expressly identified as firm or binding in the applicable Quote or Sales Order, lead times and delivery dates provided by Augmenta are non-binding estimates based on carrier performance, regulatory conditions, geopolitical circumstances and available stock.

(b) **Expedited Handling.** At the Customer's request and subject to availability, Augmenta may provide **expedited handling** (including priority preparation, accelerated carrier services, or off-cycle processing). Such expediting is subject to **additional Augmenta surcharges** and any **incremental carrier costs, quoted in advance and performed upon Customer approval.**

3.3 Inspection and Acceptance (Hardware)

The Customer must inspect delivered Equipment within seven (7) days of delivery and promptly notify Augmenta in writing of any visible damage, shortage or apparent non-conformity, with reasonable supporting evidence. Absent such notice within this period, the Equipment is deemed accepted solely with respect to defects, shortages or non-conformities that were reasonably discoverable on such inspection. Use of the Equipment in production constitutes acceptance on the same limited basis. Nothing in this §3.3 waives rights relating to latent defects, warranty claims, non-conformities not reasonably discoverable during the inspection period, or mandatory rights.

3.4 Dead on Arrival (DOA) and Returns (Hardware)

If Equipment is dead on arrival (DOA) for reasons not attributable to shipping damage, Augmenta will provide reasonable remote support to diagnose the issue. If DOA is confirmed, Augmenta will repair or replace the affected unit and will bear reasonable return shipping and replacement outbound shipping costs, either by providing return instructions/prepaid transport or by reimbursing reasonable approved shipping costs. Augmenta may issue an RMA reference that the Customer must use. DOA claims should be

raised within the §3.3 inspection period, unless a longer period is specified in the Quote or applicable warranty.

3.5 Digital Delivery (Software and Licences)

Unless otherwise stated in the Quote, Software licences and other digital items (including licence keys, download links, Entitlements or activation credentials) are delivered only after Augmenta has received payment for the corresponding Software or digital item. Where an Order contains both Equipment and Software, Augmenta may ship the paid Equipment portion before the Software portion is paid and deliver the Software portion later once the corresponding payment is received. Digital items are delivered when Augmenta makes them available through the designated email address, customer account, portal or other agreed delivery channel and provides the information reasonably necessary to access them. If Augmenta receives notice that an electronic delivery failed, it will use reasonable efforts to re-deliver to corrected contact or account information.

3.6 On-Site Work; Customer Responsibilities

For on-site activities (installations, support, commissioning, or similar), the Customer must provide: **(i) access to a knowledgeable contact person; (ii) safe site access** and compliance with safety rules; **(iii) power and network connectivity; (iv) physical access** to sensors and related equipment; and **(v) internet access** to the relevant machines where feasible. Any additional prerequisites for non-support engagements will be stated in the Quote or via email. If the site is not ready or access is not provided at the agreed time and Augmenta has incurred costs (e.g., travel, booked personnel), the Customer is **liable for reasonable standby, rescheduling, and out-of-pocket costs** required to complete the service. Professional infrastructure. The Customer must provide and maintain infrastructure suitable for the Products and the intended deployment, including clean, stable and properly grounded power, appropriate EMC practices, and cabling, switching and network equipment meeting the specifications stated in the applicable Quote, Augmenta documentation and/or the relevant device manufacturer's documentation. Where those documents specify a higher or different requirement, that requirement prevails.

Network sensors: cabling, connectors, PoE class and power budget, cable-run length, switches/injectors and terminations must comply with the specifications stated in the applicable Quote, Augmenta documentation and/or manufacturer documentation. Where those specifications require shielding, a minimum cable category or another installation characteristic, the Customer must follow that requirement.

USB sensors: connection must be via a direct, manufacturer-compliant USB cable within the specified length and power limits. Unless Augmenta expressly validates a specific configuration in writing, USB extenders, USB-over-Cat or optical converters, repeaters, inline amplifiers, hubs and protocol adapters are unsupported configurations.

If the site cannot meet these prerequisites, Augmenta may suspend, reschedule, or limit services and charge reasonable standby/rescheduling/out-of-pocket costs.

3.7 Title; Remedies on Non-Payment

Retention of title is governed by §2.5(c). If amounts remain overdue, Augmenta may withhold further shipment, suspend new licence activations, suspend or cease Services, and exercise any other remedies available under these Terms, the applicable EULA and applicable law. Nothing in these Terms implies continuous remote access to Customer systems or equipment.

4. Support, Maintenance & Updates

4.1 Scope of Support

(a) Included standard support. For supported Products and supported versions, Augmenta provides access to available online documentation and self-service resources and reasonable best-effort email support, particularly for initial onboarding, basic setup and configuration guidance, basic troubleshooting, licence or activation questions, and bug or security-vulnerability reports through the channels Augmenta makes available. Included standard support is intended to help the Customer begin using and operate the Products under supported conditions; it does not include a reserved expert session, deployment or calibration service, project engineering, custom development or other Professional Services unless separately purchased.

(b) Priority handling. Confirmed or credibly reported bugs that materially affect production, and reported critical security vulnerabilities that may materially affect supported Products, receive priority handling according to severity, impact and available remediation options. Priority handling means Augmenta will prioritize investigation and appropriate remediation efforts; it does not create a guaranteed response time, resolution time or availability commitment unless an SLA is expressly agreed.

(c) Additional / Paid options. Reserved expert assistance, deployment and calibration assistance, scheduled remote sessions, on-site support, remote connection to servers or machines, emergency assistance and custom development may be chargeable Services, including Support Days under §4.7.

(d) Compatibility. Augmenta uses reasonable efforts to support published interoperability with reasonably current supported versions of third-party software and Augmenta Products; see §4.8.

4.2 Support Channels & Hours

(a) Channels. Included standard support is available by email and may also be provided by chat, phone or other channels made available by Augmenta. Remote connections to Augmenta Equipment or Customer systems are used only with the Customer's express authorization and only for the support or troubleshooting activity authorized by the Customer. Reserved remote expert sessions are governed by §4.7 or the applicable support plan, Quote or SOW.

(b) Hours. Unless otherwise agreed, included standard support is provided Mon–Fri, 09:00–18:00 Europe/Paris time (CET/CEST).

(c) After-hours. Emergency support outside business hours may be provided subject to surcharge and availability. On-site support will follow local site schedules and time zones.

(d) Paid plans and Support Days. Specific coverage windows, channels and scheduling commitments for recurring paid support plans are defined in the applicable support plan, Quote or SOW. Purchased Support Days are governed by §4.7 unless the applicable Quote or SOW expressly states otherwise.

4.3 Response & Resolution Targets (SLA)

(a) Applicability. Formal response or resolution targets apply only where expressly included in a paid support plan, Quote or SOW, and only on the terms stated there.

(b) Severity-based prioritization. For supported stable releases, Augmenta uses commercially reasonable efforts to investigate confirmed defects that materially affect production and reported critical security vulnerabilities that may materially affect supported Products, and to prioritize investigation and remediation according to severity, impact and available resources. Priority handling does not create a guaranteed response or resolution time where no SLA applies. SLA targets, where applicable, exclude incidents attributable to unsupported configurations or out-of-specification power, cabling, PoE, network or EMC conditions.

4.4 Updates & Upgrades

(a) Feature updates and upgrades. Access to new functionality, major upgrades and maintenance releases is governed by the applicable Entitlement, Quote, subscription, maintenance plan and EULA.

(b) Security updates. Augmenta provides security updates and vulnerability remediation in accordance with applicable law and the applicable product security-support period. Security updates required to address identified security issues are made available without additional charge where required by applicable law.

(c) Installation. The Customer remains responsible for determining an appropriate installation time for updates in its operational environment. Where Augmenta identifies an update as a Critical Security Update, failure to install it within a reasonable period may limit Augmenta's responsibility for security or performance issues caused by the vulnerability addressed by that update, to the extent permitted by applicable law.

4.5 Beta Channel & Backward Compatibility

(a) **Beta support:** Support for **beta channel** builds is provided **on a best-effort basis** subject to availability and may be limited.

(b) **Compatibility:** Augmenta will use **reasonable efforts** to maintain backward compatibility over time but may discontinue support for older versions as technology evolves.

4.6 Preconditions & Customer Responsibilities

(a) Environment. Customer is responsible for professional-grade power quality, grounding, EMC practices, and compliant installation per Augmenta documentation.

(b) Diagnostics. Customer agrees to provide logs, diagnostics, and (where permitted) remote access/videos as reasonably requested.

(c) Reference configuration for diagnostics. For USB-sensor products, issues must normally be reproducible on a direct USB connection within the applicable cable specification, unless Augmenta has expressly validated another configuration in writing. For network sensors, issues must normally be reproducible using cabling, switching, PoE and terminations that comply with the applicable published Product specifications, including shielding or minimum cable category where those specifications require them. Augmenta may decline or limit support where an issue depends on an unsupported configuration or out-of-specification cabling, PoE, power, network or EMC conditions.

4.7 Support Days & Paid Professional Services

(a) Support Day. A “Support Day” is a paid expert technical-support Service purchased as a full-day unit. It may be used as one full day or, subject to scheduling and availability, split into two half-days. A Support Day gives the Customer access to an Augmenta technical expert to assist with Product deployment, Software setup and configuration, calibration, diagnostics, technical audit, troubleshooting, and guidance or assistance to the Customer and its related technicians. For remote Support Days, the expert may connect remotely to relevant machines or systems with the Customer’s express authorization. A Support Day does not include physical installation, mounting, hanging or rigging of Equipment, electrical or cabling work, construction work, or other physical site work unless separately quoted.

(b) Duration. Unless otherwise agreed, a Support Day is scheduled from 09:30 to 17:30 in the local time applicable to the assigned expert’s working location, or the site location for on-site support. A full Support Day represents up to seven (7) working hours where the assigned expert is based in France and up to eight (8) working hours where the assigned expert is based in North America. A half-day represents one-half of the applicable working-hour entitlement.

(c) Validity. Unless the applicable Quote expressly states otherwise, purchased Support Days must be scheduled and used within twelve (12) months after the corresponding Order becomes binding. Unused Support Days expire at the end of that period and are not carried forward or refundable except where required by mandatory law or expressly agreed in writing by Augmenta.

(d) Scheduling. Remote Support Days must normally be requested at least ten (10) days in advance. On-site Support Days must normally be requested at least three (3) weeks in advance. All requested dates remain subject to expert availability and Augmenta’s confirmation. Augmenta may require longer advance scheduling for certain countries or locations where travel, visa, entry, permitting, security or other logistical constraints reasonably require additional preparation.

(e) On-site costs and prerequisites. Unless expressly included in the applicable Quote, the Customer bears or directly arranges the reasonable costs associated with on-site Support Days, including personnel travel, local transport, accommodation and meals. The Customer shall timely provide or facilitate any invitation letters, visa or entry-support documents, permits, access credentials, site authorizations and other regulatory or administrative documentation reasonably required for the assigned expert to travel to and perform the Services. Where reasonably required by the destination, site or circumstances, the

Customer shall also provide appropriate personal-security, protective or site-safety arrangements. Augmenta may postpone, suspend or decline on-site travel where legal, immigration, health, safety or security requirements are not reasonably satisfied.

(f) Cancellation and rescheduling of on-site Support Days. Cancellation or rescheduling remains subject to §§1.4 and 11 and Augmenta's written agreement. Once Augmenta has committed personnel travel arrangements for an on-site Support Day, the Customer may not cancel or reschedule that Support Day unless Augmenta expressly agrees otherwise in writing. If the Customer does not proceed with the scheduled Service after that point, the Support Day and committed non-refundable travel or third-party costs remain payable to the extent permitted by applicable law.

(g) Other paid Services. Augmenta may also offer remote or on-site technical support outside Support Days, installation or commissioning assistance, custom development, training, recurring support plans, creative or technical workshops, technical studies, and R&D tests or studies. Scope, rates, travel and expenses, deliverables and scheduling for those Services are defined in the applicable Quote, support plan or SOW.

4.8 Third-Party Dependencies

While Augmenta provides guidance on compatible versions and integrations and uses reasonable efforts to support published interoperability, Augmenta does not control the availability, performance, defects or lifecycle of third-party software, drivers, sensors, GPUs, operating systems or engine versions. Product-specific compatibility commitments are limited to those expressly stated in Augmenta documentation, release notes, the applicable Quote or SOW.

5. Products & Services

5.1 Offerings & Scope

(a) Products. Augmenta supplies or licenses (i) Third-Party Equipment such as sensors and accessories resold under the original manufacturer's brand, (ii) Augmenta Equipment, including servers with embedded Augmenta Software, and (iii) Software and related licence Entitlements.

(b) Services. Augmenta provides remote and on-site support, installation, commissioning, deployment and setup assistance, technical studies, custom development, R&D tests, workshops, and training.

(c) Territory/Regulatory Limits. Sales and operations are subject to applicable laws and regulations, including European Union requirements where applicable and any applicable export, import or local compliance rules.

(d) **Export & Sanctions.** The Customer represents that it is not a denied or restricted party and shall not export, re-export or otherwise transfer Products, Software or technical data in breach of applicable export-control, sanctions or restricted-end-use laws and regulations.

(e) **Product-Matched Software Bundle Licences.** Augmenta may offer Software licences at preferential pricing when purchased with **one or more qualifying hardware units of the matching product line** on the same Order. Unless otherwise stated in the Quote:

(i) eligibility is assessed **per product line, or specific model**, not per serial number;

- (ii) the applicable Bundle Licence quantity or entitlement ratio is the quantity or ratio expressly stated in the Quote or applicable commercial programme;
- (iii) in split shipments, the Bundle Licence remains associated with the **Order and matching product line** (not with any specific unit).

5.2 Warranties

(a) Equipment warranty period. Unless the applicable Quote, datasheet or warranty documentation expressly states a longer period, Equipment supplied by Augmenta carries a one (1) year limited commercial warranty from the date of delivery. This contractual warranty is without prejudice to rights or obligations that cannot lawfully be excluded or limited.

(b) Warranty scope and exclusions. Unless expressly stated otherwise, warranty coverage excludes defects or damage caused by misuse, normal wear and tear, improper installation, environmental or electrical conditions outside specification, unauthorized repair or modification, or infrastructure that does not meet the applicable power, grounding, EMC, cabling, PoE or connection requirements.

(c) Third-Party Equipment. Where a manufacturer warranty for Third-Party Equipment provides coverage beyond Augmenta's one-year default period, Augmenta will pass through that additional manufacturer coverage to the extent available and subject to the manufacturer's terms, without prejudice to mandatory obligations applicable to Augmenta as seller, distributor or importer.

(d) Software. Software warranties and limitations are governed by the applicable EULA.

(e) Services. Services are performed with reasonable skill and care consistent with industry practice.

5.3 Operational Limits & Ethical Use Policy

(a) **Safety-Critical (Not Intended Use).** Products and Software are **not intended** for safety-critical contexts. See the EULA for additional restrictions.

(b) Military and weapons-related use. Augmenta is ethically opposed to the use of its Products and Software for military, weapons, combat or targeting applications. As a matter of company policy, and without limiting applicable export-control, sanctions or other legal restrictions, Augmenta does not knowingly market or supply Products or Software for such purposes and may decline an Order or project where Augmenta reasonably believes the intended use is military or weapons-related. This statement expresses Augmenta's supply policy and does not create additional Customer obligations beyond applicable law and any restriction expressly agreed for the relevant Order.

(c) Environment/Installation. The Customer must ensure site conditions meet applicable Product specifications, including power, networking, mounting, temperature and ingress-protection requirements. Warranty or support may be limited only to the extent a defect, failure or support issue is caused by, materially contributed to by, or cannot reasonably be diagnosed because of an unsupported or out-of-specification environment or installation.

(d) Unsupported connections and non-compliant cabling. For USB-sensor products, extenders, hubs, repeaters, converters and similar intermediary devices are unsupported unless Augmenta expressly validates the specific configuration in writing. For network

sensors, operation on cabling, PoE, switching or terminations that do not meet the applicable published specifications is unsupported. Deployments using unsupported or out-of-specification configurations are at the Customer's risk and may limit warranty or support to the extent an issue is caused by that configuration.

5.4 Remedy; Repairs, Replacement & RMA (Hardware)

(a) Remedy Order. Subject to the applicable warranty and mandatory law, Augmenta's normal first remedy is repair or replacement of the affected Equipment, part or component. Advance replacement may be offered at Augmenta's discretion or as stated in the applicable support or warranty terms.

(b) RMA Procedure. Returns require prior RMA authorization and any reasonably requested diagnostic steps. Items must be returned in adequate protective packaging with the RMA reference visible. Diagnostics may require reproduction using infrastructure and connections that meet the applicable Equipment specifications. Damage attributable to unsupported or out-of-specification installations may be excluded from warranty to the extent permitted by applicable law.

(c) Shipping Costs. Confirmed DOA returns are governed by §3.4. For other approved warranty returns, unless the Quote, warranty documentation or applicable third-party manufacturer terms state otherwise, the Customer pays inbound shipping to Augmenta or the designated service centre and Augmenta pays outbound shipping back to the Customer. Where a third-party manufacturer or provider offers different return-shipping terms, those terms may be passed through to the Customer.

5.5 Training & Professional Services

(a) No SOW or Sales Order Required for Standard Service-only Orders. Unless Augmenta or the Customer expressly requires a separate SOW, a Quote describing Services only is sufficient to define their scope and forms a binding Service Order when signed by both parties in accordance with §1.2(b). Augmenta does not normally issue a Sales Order for a Service-only Order. For complex custom development, R&D or other project-specific engagements, the parties may use a SOW, signed by both parties, to define additional matters such as deliverables, assumptions, schedule, completion or acceptance criteria, exclusions and change-control procedures.

(b) Paid Services. Training, workshops, studies, installation, commissioning, deployment or setup assistance, on-site/remote support, custom development and R&D tests are paid Services as quoted or set out in a SOW.

(c) Self-Serve Resources. Online resources for training, deployment and use are provided free of charge on a self-service basis where Augmenta makes such resources available.

(d) Scheduling/Cancellations. Support Days are governed by §4.7. Scheduling and cancellation terms for other Services, including any no-show or short-notice fees, are defined in the applicable Quote or SOW and are also subject to §1.4 and §11.

(e) Completion and acceptance. Unless the applicable Quote or SOW defines different completion or acceptance criteria, Services are considered complete when Augmenta has performed the agreed scope and notifies the Customer that the Services or agreed deliverables are complete. The Customer shall notify Augmenta in writing of any material

non-conformity with the agreed scope within seven (7) business days after that notice, with reasonable detail. If no such notice is received within that period, the Services are deemed accepted. A timely notice of material non-conformity gives Augmenta a reasonable opportunity to correct the affected Services. This acceptance procedure does not delay payment of undisputed amounts unless the Quote or SOW expressly provides otherwise.

5.6 Integration & Third-Party Dependencies

(a) **Compatibility Commitment.** Augmenta uses reasonable efforts to maintain compatibility with the supported sensors and third-party tools identified in its current documentation and release notes. Compatibility may depend on specific product, driver, operating-system, firmware or third-party software versions and is not guaranteed beyond any express commitment stated in the applicable Quote or SOW.

(b) **Customer Licences.** The Customer is responsible for obtaining and maintaining **valid licences for any third-party tools**, engines, OS, or drivers used in conjunction with Augmenta products.

5.7 Compliance & Certifications

(a) **Product Compliance.** Regulatory approvals, declarations and certifications vary according to the particular Product and market. The conformity status of a Product is determined by the applicable Declaration of Conformity, product datasheet, label or other compliance documentation supplied for that Product.

(b) **Local Compliance.** The Customer is responsible for site-level requirements applicable to its installation and use, including permits, installation codes and health-and-safety rules, except to the extent an obligation is legally imposed on Augmenta.

(c) **WEEE / e-waste.** Augmenta complies with producer, importer or distributor obligations relating to electrical and electronic equipment that are legally applicable to Augmenta. The Customer remains responsible for its own obligations relating to installation, use, storage, decommissioning and waste management and shall use the collection or recycling arrangements applicable to the relevant Product.

5.8 Demo/Trial Items

(a) **Software & Hardware Trials.** At Augmenta's discretion, **demo software licences** and, where feasible, **loaner hardware** may be provided for evaluation.

(b) **Title & Condition.** Demo/loaner items remain **Augmenta's property**, must be **returned in good condition** by the specified date, and may require a **deposit**. The Customer is liable for **loss or damage** beyond reasonable wear.

(c) **No Production Use.** Demo/loaner items are for **evaluation only** and **not for production** unless expressly authorized in writing.

6. Liability & Limitations

6.1 Maximum Liability (Cap)

To the fullest extent permitted by applicable law, Augmenta's aggregate liability arising out of or relating to an Order is limited as follows: (a) for recurring Services or support plans, to the fees paid or payable by the Customer under the affected Order during the twelve (12) months preceding the event first giving rise to liability; and (b) for one-time Equipment purchases or one-time Services, to the total amount paid or payable under the affected Order giving rise to the claim. Claims arising principally from access to, use of, licensing of or operation of Software or a Software Entitlement are governed by the liability provisions of the applicable EULA or SDK License. Commercial claims concerning the sale process, invoicing or delivery of Software as an Order deliverable remain governed by these Terms. Liability caps under these Terms and an applicable EULA or SDK License are not cumulative for the same loss, event or series of related events. Multiple claims arising from the same or related events do not increase the applicable cap.

6.2 Excluded Damages

To the fullest extent permitted by law, Augmenta shall **not** be liable for any **indirect, incidental, special, punitive, exemplary, or consequential damages**, nor for **loss of profits, revenue, goodwill, data, production, or business interruption**, even if advised of the possibility of such damages and even if a remedy fails of its essential purpose.

6.3 Mandatory Carve-Outs

Nothing in this Agreement limits or excludes liability for: (a) fraud, fraudulent misrepresentation or wilful misconduct; (b) death or personal injury where liability cannot lawfully be excluded or limited; (c) a breach of an essential contractual obligation to the extent a limitation would deprive that obligation of its substance; or (d) any other liability that cannot be limited or excluded under applicable law.

6.4 Specific Disclaimers

(a) **Not Intended Use (Safety-Critical).** Products and Software are **not intended for safety-critical use**; any such use is at the Customer's sole risk as further detailed in the EULA.

(b) **Military and weapons-related use.** Augmenta's ethical and supply policy concerning military and weapons-related use is stated in §5.3(b). Applicable export-control, sanctions and other legal restrictions remain fully applicable.

(c) **Third-Party Components.** Augmenta does not control third-party software, drivers, sensors, engines, or services and **disclaims responsibility** for their availability or performance beyond reasonable interoperability efforts.

(d) **Beta Channel.** Beta, experimental, or pre-release versions are provided **as-is on a best-effort basis** and may contain defects; support and availability may be limited.

6.5 Force Majeure

A party is not liable for delay or failure to perform to the extent caused by a force majeure event that is beyond that party's reasonable control, could not reasonably have been

foreseen when the affected Order was concluded, and whose effects could not be avoided by appropriate measures, where the event prevents performance of the affected obligation. Events such as acts of war, terrorism, sanctions, epidemics, labour disputes, material supply-chain disruption, power/network outages, governmental actions or changes in law may qualify only where those criteria are satisfied. The affected party shall promptly use reasonable efforts to mitigate the effects. Temporary prevention suspends the affected obligation for the duration of the prevention. If the prevention continues for sixty (60) days, either party may terminate the affected Order or SOW upon written notice, without liability other than payment for Products or Services already delivered or performed.

6.6 Priority & Precedence

Priority and precedence among the Quote, these General Terms, the EULA, SDK License, third-party licence terms, policies and documentation are governed by §8.5.

7. Intellectual Property

7.1 Ownership; Reservation of Rights

(a) **Augmenta IP.** Augmenta and its licensors own and retain all right, title, and interest in and to the Augmenta software, SDKs, firmware, tools, documentation, specifications, designs, brand assets, know-how, and any enhancements or derivative works thereto (collectively, “**Augmenta IP**”). No rights are granted except as expressly stated in this Agreement or the applicable licence terms.

(b) **Customer Creations.** The foregoing does **not** transfer ownership of any intellectual property created by the Customer using the Augmenta IP in the course of its own activities; such Customer-created IP remains the Customer’s property, subject to compliance with applicable Augmenta licences.

7.2 Custom Work; Builds and Configurations

For custom development, technical studies or project-specific work, Augmenta may provide custom builds, configurations or other deliverables. Unless otherwise expressly agreed in writing, Augmenta retains its intellectual-property rights in Augmenta background technology, reusable components, tools, know-how and the resulting work product, and may stabilize, generalize and incorporate resulting features, techniques and improvements into the standard product line, provided that this does not disclose the Customer’s Confidential Information or appropriate the Customer’s ownership rights in Customer-provided materials. Subject to the applicable licence and full payment, the Customer may use the custom build internally across its own projects; however, Augmenta’s warranty, validation and support commitments apply only to the scope and environment expressly identified in the applicable Quote or SOW unless otherwise agreed.

7.3 Licence to Custom Deliverables; Redistribution

Subject to payment of applicable fees and ongoing compliance, the Customer receives a non-exclusive licence to use custom builds and configurations for its internal activities in accordance with the applicable Augmenta licence and §7.2. The Customer may permit its affiliates and contractors or integrators to access such custom deliverables solely as necessary to perform work for the Customer's own projects, provided they are bound by appropriate confidentiality and use restrictions and do not acquire any independent right to use or redistribute the deliverables. The Customer may resell or transfer standard Augmenta licences only where authorized by the applicable EULA, commercial terms or written agreement, and may not otherwise redistribute, sublicense or make a custom build or its components available to third parties except as expressly permitted in writing by Augmenta.

7.4 Attribution; Branding; Rentals/Resales

(a) Standard use. For ordinary internal use, no attribution is required.

(b) Rentals/Resales. Where rental, leasing or resale is permitted by the applicable licence and commercial terms, the Customer must not remove, obscure, alter or misrepresent Augmenta labels, trademarks or manufacturer identity. Any additional branding or attribution obligations for an authorized reseller, rental or distribution programme are governed by the applicable programme agreement.

(c) OEM programs. For embedded/OEM use, branding and attribution follow the SDK and/or specific programme agreement; those terms control unless otherwise agreed.

(d) **Links in Apps.** Customers may include **links** to Augmenta documentation and website in their applications, provided such use is **not misleading or deceptive**.

7.5 Trademarks

Customer may refer to Augmenta Products as "Augmenta-compatible" in a fair and accurate manner, subject to Augmenta's brand guidelines and without suggesting endorsement. Use of Augmenta logos requires Augmenta's prior written approval and must comply with Augmenta's applicable brand guidelines.

7.6 Feedback; Telemetry

(a) Feedback. Ideas, suggestions, bug reports or improvement proposals voluntarily provided to Augmenta may be used by Augmenta to improve its products and services without a separate compensation obligation, except to the extent such material is expressly identified as Confidential Information or contains Customer Confidential Information, in which case §9 applies.

(b) Software Data and Diagnostics. Processing of technical, licensing, update, diagnostic, crash-report and other information associated with the Software is governed by the applicable Augmenta Software Privacy Policy. Normal operational Customer Data is processed locally and is not transmitted to Augmenta merely through normal use of the Software. Crash reports and diagnostic material are transmitted only in accordance with the controls and choices described in the applicable Software Privacy Policy.

7.7 Third-Party Materials

Software and custom deliverables may incorporate or interoperate with third-party software components, including open-source libraries and vendor SDKs. The Customer's use of those components is subject to the applicable third-party licence terms accompanying them. Augmenta does not provide warranties on behalf of third-party software licensors beyond any rights or commitments expressly stated in the Agreement. This §7.7 does not limit the Equipment warranty provisions of §5.2.

7.8 Customer Content & Data

Customer retains all right, title, and interest in **Customer Content** (data, media, specifications, and materials) provided for integration, testing, or Services. Customer grants Augmenta a **limited, non-exclusive, royalty-free licence to use Customer Content solely to perform** the Services and deliverables, and to comply with legal, security, and backup obligations. Augmenta will **request permission** before using Customer Content beyond the foregoing. Upon request, Augmenta will **return or delete** Customer Content, except where retention is required by law or standard backup policies.

7.9 Reuse of Know-How

Notwithstanding any provision assigning or licensing deliverables, Augmenta may **retain and reuse** its **generalized know-how, ideas, concepts, techniques, and skills** acquired or developed in performing the Services, provided that such reuse does **not** disclose the Customer's Confidential Information.

8. Governing Law, Dispute Resolution & Order of Precedence

8.1 Governing Law and Venue

This Agreement is governed by the laws of France, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. **JURISDICTION — Where both parties have contracted in the capacity of commercial traders and such a jurisdiction clause is valid under French law, the Commercial Court of Lyon (Tribunal de commerce de Lyon) shall have exclusive jurisdiction.** In all other cases, disputes shall be brought before the court having jurisdiction under applicable law.

8.2 Amicable Resolution; Mediation; Injunctive Relief

(a) **Good-Faith Discussions.** Before initiating litigation, the parties shall first confer in good faith to resolve any dispute for a period of **fifteen (15) days** after written notice of the dispute.

(b) Mediation. If the dispute remains unresolved, the parties may, by mutual agreement,

submit it to mediation through CMAP/Paris or another mutually agreed provider. Mediation is voluntary unless the parties have expressly agreed otherwise in the applicable Quote or SOW.

(c) **Carve-Out.** Either party may seek **urgent injunctive or conservatory relief** at any time (including for IP infringement, misuse of Confidential Information, or non-payment), without prior negotiation or mediation.

8.3 Language; Notices

(a) Language. Where French and English versions bearing the same version number and effective date are both expressly made applicable to an Order, the French version prevails for Customers established in France and the English version prevails for other Customers, unless the applicable Quote expressly states otherwise. Where only one language version is identified or made available for an Order, or the available language versions do not bear the same version number and effective date, the version expressly identified in the applicable Quote, Sales Order (where applicable) or signed SOW governs.

(b) Notices. Formal notices must be in writing and may be sent either (i) by email to legal@augmenta.tech for notices to Augmenta, or to the legal/contact email designated by the Customer, or (ii) by registered/recorded postal mail or recognized courier to the recipient's registered or notified address. An email notice is deemed received when acknowledged by the recipient or when the sender has reliable evidence of successful delivery; postal/courier notice is deemed received on recorded delivery.

8.4 Limitation Period; Fees and Costs

(a) Time Limit. To the extent permitted by applicable law, any contractual claim arising out of or relating to this Agreement must be brought within twenty-four (24) months from the date the claimant knew or should reasonably have known of the facts giving rise to the claim. This contractual limitation does not apply where a longer period is mandatory or where limitation periods may not lawfully be shortened.

(b) Costs. Legal costs, court costs and recoverable fees shall be allocated in accordance with applicable law and any decision of the competent court or tribunal.

8.5 Order of Precedence

The documents governing an Order apply according to their respective subject matter:

(1) the Sales Order where applicable, the applicable Quote and/or Statement of Work (SOW), and any accepted Customer PO, govern transaction-specific matters including scope, quantities, deliverables, prices, agreed delivery terms, subscription periods, schedules and specifically agreed support levels;

(2) these General Terms govern commercial sale, payment, delivery, Services, Equipment warranties and general commercial matters;

(3) the applicable EULA governs access to and use of Augmenta Software and Software Entitlements;

(4) the applicable SDK License governs use and redistribution of the Augmenta SDK;

(5) applicable Third-Party Software licences govern the corresponding third-party

components;

(6) applicable Privacy Policies govern processing of personal data; and

(7) Documentation and release notes govern technical use and compatibility to the extent they do not conflict with an express contractual commitment.

A Customer PO evidences the Customer's order request and may identify requested quantities, delivery information or other administrative details. Any standard, pre-printed or incorporated purchasing terms in a Customer PO or procurement system do not amend or override this Agreement unless Augmenta expressly accepts those specific terms in the Sales Order or another written agreement signed or expressly accepted by Augmenta.

A Sales Order, Quote or SOW overrides another document only to the extent it expressly identifies the provision or subject matter being overridden. A material variation first introduced in a Sales Order is subject to the Customer-acceptance rule in §1.2(c). For Service-only Orders, the signed Quote and any signed SOW govern transaction-specific matters without requiring a Sales Order.

8.6 Assignment; Subcontracting; Compliance; General

(a) **Assignment.** The Customer may not assign or transfer this Agreement (in whole or part) without Augmenta's prior written consent; Augmenta may assign to its affiliates or in connection with a merger, acquisition, or sale of assets.

(b) **Subcontracting.** Augmenta may engage qualified subcontractors and remains responsible for their performance.

(c) **Compliance.** Each party shall comply with applicable **export control and sanctions laws**, and **anti-corruption/anti-bribery** rules (including, where applicable, **Sapin II, FCPA, and UK Bribery Act**), and all other applicable laws.

(d) **Severability.** If any provision is held invalid or unenforceable, the remainder remains in full force.

(e) **No Waiver.** A failure or delay in enforcing any right is not a waiver of that or any other right.

(f) **Entire Agreement.** This Agreement, together with the documents referenced in §8.5, constitutes the **entire agreement** between the parties regarding its subject matter and supersedes all prior discussions and understandings.

(g) **Headings.** Headings are for convenience only and **do not** affect interpretation.

(h) **Electronic Signatures.** Quotes, SOWs and other documents requiring signature under this Agreement may be executed electronically and in counterparts, each of which is deemed an original.

9. Confidentiality

Each party shall keep confidential all non-public information disclosed by the other party that is marked or reasonably understood as confidential, including pricing, roadmaps, designs, source code, Customer data, and SOWs ("**Confidential Information**"). The receiving party shall: (i) use Confidential Information only to perform under this Agreement; (ii) not disclose it to third parties except to employees/contractors with a need to know under obligations no less protective; and (iii) protect it with at least reasonable care. Exclusions apply for

information that is public without breach, already known, independently developed, or rightfully received from a third party without duty of confidentiality. The receiving party may disclose Confidential Information to the extent required by law or court order, with prompt notice where lawful. These obligations survive **five (5) years** after termination; **trade secrets** survive as long as protected by law.

10. Data Protection & Privacy

To the extent Personal Data is processed, the parties shall comply with applicable data-protection laws, including the GDPR where applicable. Processing associated with Augmenta Software is further described in the applicable Augmenta Software Privacy Policy. Where Augmenta processes Personal Data on behalf of the Customer as a processor within the meaning of applicable data-protection law, the parties shall enter into an appropriate data-processing agreement where required by law. Augmenta may use sub-processors subject to applicable safeguards. Privacy and legal questions may be sent to legal@augmenta.tech. Security vulnerabilities and product-security reports may be sent to security@augmenta.tech.

11. Term; Termination; Effects

(a) Term and versioning. These Terms apply to an Order from its acceptance and continue for the duration necessary to govern delivery, performance and surviving obligations. Updated versions of these Terms apply prospectively to future Orders, renewals or other transactions after their effective date. An existing Order remains governed by the version applicable when that Order was accepted unless the parties validly agree otherwise or mandatory law requires otherwise.

(b) Termination for Cause. Either party may terminate an Order or SOW for material breach not cured within ten (10) days after written notice, unless a different cure period is required by law or stated in the applicable Quote/SOW. Augmenta may suspend performance for overdue amounts in accordance with §2.5.

(c) Convenience termination for Services. Recurring or open-ended Services may be terminated by either party on fifteen (15) days' written notice unless the applicable Quote or SOW states otherwise. Fixed-scope, fixed-price, scheduled or project-based Services may not be terminated for convenience after the Service Order becomes binding unless the applicable Quote or SOW expressly permits such termination or the parties otherwise agree in writing. On any permitted convenience termination, the Customer shall pay for Services performed, committed non-cancellable costs and any agreed cancellation fees. Any advance payment is reconciled against those amounts in accordance with §2.4, with any excess refunded to the Customer and any shortfall remaining payable.

(d) Survival. Provisions which by their nature are intended to survive, including payment obligations, confidentiality, intellectual property, liability limitations, governing law and data-protection obligations, survive termination.

12. Change Management (Services / SOW / Scope)

Changes to the scope, deliverables, schedule or assumptions of Services must be agreed in writing. Email is sufficient unless the applicable Quote or SOW requires a formal change order. Augmenta may condition acceptance of a change on corresponding adjustments to fees, milestones, deliverables and timelines.

13. Publicity

Unless the Customer objects in writing, Augmenta may identify the Customer by name in factual customer or reference lists. Use of the Customer's logo, or any case study, testimonial, endorsement, project-detail publication or co-marketing activity, requires the Customer's prior written approval.

14. Relationship of the Parties

The parties are **independent contractors**. This Agreement does **not** create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship.