

1 APPLICABILITY AND SCOPE

- 1.1 These general terms and conditions ('Terms') shall be applicable to any (request for an) offer, agreement or quote of any nature ('Agreement') issued or entered into by an Ellips entity or its affiliates ('Ellips') to or with any third party ('Purchaser') regarding any product, including software and licenses, delivered by Ellips ('Products') or service provided by Ellips ('Services').
- 1.2 Any general conditions by any name applied by Purchaser are expressly rejected, unless explicitly accepted by Ellips. If Purchaser has declared its general conditions to be applicable, the Terms of Ellips prevail.
- 1.3 Purchaser, after having contracted under the Terms once, agrees to the applicability of these Terms to all later legal relations between Purchaser and Ellips with the rejection of any other general conditions.
- 1.4 Ellips can amend these Terms at any time. Ellips notifies Purchaser of the amendment in writing 1 (one) month before it takes effect. If Purchaser does not object before the amendment comes into force, Purchaser shall be deemed to have accepted the amendment.

2 REALIZATION OF THE AGREEMENT

- 2.1 All offers of Ellips are non-binding and will be valid until thirty (30) days after sending, unless the validity period is extended thereof in writing by Ellips.
- 2.2 An Agreement between Ellips and Purchaser will come into effect if Ellips confirms the acceptance of an offer to Purchaser or commencement of the production or Services has begun. Amendments can only be agreed upon between parties in writing, with exception of clause 1.4.
- 2.3 Any acceptance of an offer by Purchaser that derogates from the initial offer by Ellips, will not bind Ellips.

3 PRICE AND PAYMENT

- 3.1 Prices are 'base' prices excluding VAT and any other taxes and levies and any other costs, import, export and excise duties, and transport, installation and packaging costs. Prices are based on performance of the Agreement during regular working hours.
- 3.2 Ellips is entitled to demand full or partial payment in advance and/or receive other sureties of payment in the form of a bank or corporate guarantee, to be decided on at the discretion of Ellips.
- 3.3 If an order is cancelled by Purchaser, Purchaser shall pay the agreed price in full.
- 3.4 Should there be any factors that increase the costs for performance of the Agreement for Ellips or decrease the price to be paid by Purchaser (e.g. due to currency fluctuations), Ellips will have the right to adjust the price accordingly and invoice the additional amount to Purchaser.
- 3.5 (Additional) payment shall be made without any discount before the due date as stated in the Agreement, or in absence thereof within thirty (30) days after the Product has been delivered or the Service has been provided. If payment has

not taken place at the due date, Purchaser is in breach of contract without notice of default being necessary.

- 3.6 As soon as Purchaser is in default with any payment, all remaining claims by Ellips against Purchaser are, without notice being necessary, immediately payable.
- 3.7 From the day of late-payment, Purchaser will be liable to pay an interest rate of one and one-half percent (1.5%) per month over the outstanding amount.
- 3.8 Purchaser is not allowed to suspend any payment under any Agreement or to offset this against any claim against Ellips or other payable amount by Ellips.
- 3.9 When judicial collection measures take place, Purchaser is additionally liable for the actual collection expenses incurred by Ellips with a minimum of fifteen percent (15%) of the principal amount. Court costs are not limited to the costs of the proceedings, but will be wholly incurred by Purchaser.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 All intellectual property rights related to the Products or Services shall remain exclusive property of Ellips and shall not be transferred. The supply of a Product or Service shall not be deemed a license to use, reproduce or release any license or intellectual property right to third parties, unless permission is explicitly granted by Ellips. Purchaser shall not infringe the intellectual property rights or harm such rights of Ellips or its suppliers in any way.
- 4.2 Any license is revocable at any time and can only be used by the intended number of end-users as described in the Agreement, in absence thereof by one (1) end-user in one (1) Product.
- 4.3 Purchaser may not modify, decompile, create derivative works or otherwise change or commercially exploit any Product other than for sale to its end-user, without prior explicit written approval of Ellips.

5 DELIVERY

- 5.1 Ellips will deliver the Products at the location of Purchaser, unless otherwise agreed upon.
- 5.2 Any delivery date or period specified by Ellips is indicative and is not deemed a strict deadline. When Ellips exceeds a delivery date or period, Purchaser is not entitled to claim compensation for direct or indirect damages and cannot refuse to comply with or to suspend any obligations itself, or terminate or dissolve the Agreement.
- 5.3 In case any Product and/or Service needs to be amended, the delivery term can be changed by Ellips.

6 INSPECTION

- 6.1 At delivery, Purchaser should immediately inspect the Products or Service to determine whether it complies with the Agreement, failing which the Products or Services are deemed to have been received in accordance with the Agreement.
- 6.2 In case of shortcomings of Ellips, Purchaser will need to notify Ellips in writing within fourteen (14) days after the Products have been delivered,

stating a clear description of the shortcoming. The rights of Purchaser lapse with omittance of said notification.

- 6.3 Notification relating to 'hidden' defects shall be made in writing within forty-eight (48) hours after discovery and within fourteen (14) days after delivery. Failure to notify makes all Purchaser's claims against Ellips null and void.
- 6.4 Risk shall pass to Purchaser upon the delivery of the Product or Service. Any related services performed after delivery of Products and performance of Services will be for the risk and account of Purchaser.
- 6.5 At delivery, Purchaser shall make available any personnel or material as needed by Ellips.

7 WARRANTY

- 7.1 Ellips grants a warranty period for thirty (30) days after supply of any software or Service and one (1) year after the supply of any other Product, in which Ellips will (at its discretion) repair or replace the Product or properly execute the Service for its own account.
- 7.2 This warranty does not apply in case Products or Services are not used as intended by Purchaser, Purchaser performs unapproved repairs or Purchaser has not notified Ellips timely in accordance with article 6.

8 FORCE MAJEURE

- 8.1 Force majeure includes, among others, shortcomings by Ellips (or its suppliers) and/or auxiliary persons, production interruptions, work stoppages and absenteeism of employees and/or other auxiliary persons, government measures and inclement weather and other causes that are beyond its reasonable control.
- 8.2 If Ellips temporarily fails to perform any of its obligations under this Agreement due to force majeure as defined in clause 8.1, it is entitled to suspend performance of the Agreement and delivery dates partially or completely for as long as force majeure continues. In case Ellips is permanently unable to perform the Agreement due to force majeure, Ellips is entitled to fully or partially terminate the Agreement without Purchaser having any claim against Ellips or any right to terminate or dissolve the Agreement.

9 LIABILITY

- 9.1 Any failure of the Purchaser to perform its obligations under any Agreement shall give Ellips the right to demand that Purchaser fully or partly remedies such failure and/or the consequences thereof at the Purchaser's risk and expense.
- 9.2 Ellips has the discretion to decide on the manner of the remedy. This is without prejudice to the right to demand compensation, especially compensation instead of specific performance.
- 9.3 Purchaser is liable for all damage of Ellips and/or third parties related to actions or omissions of Purchaser or its affiliates. This includes both direct and indirect damage, including but not limited to trading losses, consequential losses or standstill damage, and loss of income and profits, loss of clients, damage to reputation and/or

goodwill. Purchaser shall have adequate insurance to cover any damage.

- 9.4 Purchaser indemnifies Ellips and auxiliary persons against all third-party claims relating to an Agreement.
- 9.5 Liability for direct damages of Purchaser caused by a breach in compliance with the Agreement attributable to Ellips shall be limited to the amount covered and paid out by the insurance company (but never more than EUR 2.500.000 per event). In case of uninsured events, it shall be limited to the price of the order (exclusive of VAT). Ellips shall not be liable for any indirect damages of Purchaser.
- 9.6 For Products supplied with guarantees from suppliers, only the guarantee provisions that are provided by such suppliers shall apply.
- 9.7 Ellips shall endeavor to partake in finding solutions when Products do not perform as intended after a software upgrade, but liability is limited as described in this clause 9.

10 CONFIDENTIALITY

- 10.1 Purchaser shall keep, barring prior written consent of Ellips, confidential all information of Ellips that Purchaser receives because of an Agreement. Purchaser guarantees that it shall not disclose this information to third parties or make use thereof beyond the purpose of the Agreement.

11 TERMINATION

- 11.1 Ellips can partly or fully suspend or terminate any Agreement immediately without prior notice and without being obligated to pay any compensation, without prejudice to rights of cost compensation of Ellips, if:
 - (a) Purchaser violates any obligation under the Agreement or these Terms;
 - (b) Ellips becomes aware of circumstances that cause doubt if Purchaser will meet its obligations;
 - (c) Ellips requested Purchaser to provide security for compliance and this has not been provided; or,
 - (d) in the event of (imminent) bankruptcy, suspension of payment, debt restructuring or liquidation of Purchaser.

12 COMPETENT COURT

- 12.1 The Agreement and these Terms are solely governed by Dutch Law with exclusion of the Vienna Sales Convention. Disputes arising from the Agreement, the Terms or consequential agreements will exclusively be settled by the competent district court of Oost-Brabant, The Netherlands.

END USER LICENSE AGREEMENT (VERSION 2025)

1. GENERAL

- 1.1 This end user license agreement ("**EULA**") is used by **Ellips B.V.** ("**Ellips**"), a limited liability company organized and existing under the laws of the Netherlands, registered with the Chamber of Commerce under number 17064762 with its corporate seat in Eindhoven (Netherlands) and its head office located at (5633 AE) Eindhoven at Esp 300.
- 1.2 Any words and expressions defined or used in this EULA importing the singular shall, when the context permits or requires, include the plural and vice versa.
- 1.3 This EULA applies to all "**End Users**", meaning any (legal) person or entity that uses software from Ellips that is embedded in or used in combination with products (the "**Software**") from third party manufacturers (the "**Manufacturers**") that have been granted a license by Ellips to use the Software for their products (the "**Products**").
- 1.4 By accessing or using the Software, End User agrees to this EULA. If End User is accepting this EULA on behalf of another (natural) person or other legal entity, End User represents and warrants that End User has full authority to bind that person or legal entity to this EULA. End User must ensure that all users of the Software comply with this EULA and is responsible for compliance with or breach of this EULA by all users. If End User does not accept this EULA, he is not entitled to make use of the Software.
- 1.5 Ellips is entitled to amend this EULA at any point in time. The latest version of the EULA will be made available via the Software. If End User does not agree to the new or amended EULA, End User can no longer make use of Software without Ellips being liable for any costs and/or damages.
- 1.6 The applicability of (general) terms and conditions applied by End User is explicitly excluded.

2. LICENSE

- 2.1 Ellips has granted the Manufacturer a license to use the Software in combination with the Products.
- 2.2 Subject to proper execution by End User of its obligations against Ellips, Ellips grants to End User a non-exclusive, non-transferable, non-sublicensable license to use the Software only in so far as strictly necessary and for the use of the Products. The use of the license in any other or additional manner shall require the prior written consent of Ellips.
- 2.3 The license (right of use) of End User does not relate to the source code of the Software. The source code and technical documentation shall not be made available to End User, not even if End User is prepared to pay a financial amount for the source code and technical documentation.
- 2.4 The license shall never be deemed to be a purchase contract of the Software.

3. MAINTENANCE, FUNCTIONALITY AND BACKUP

- 3.1 The Software may at the sole discretion of Ellips be subject to upgrades or updates from time to time, including new versions, updates and features. Such updates may be subject to planned downtime and occur without notice. However, Ellips will use reasonable efforts to notify End User in advance if such is deemed necessary by Ellips.
- 3.2 Ellips is always entitled to cease support for prior versions of the Software without being obliged to reimburse any costs and or pay for damages.
- 3.3 End User is obliged to have and maintain adequate hardware, (backup) software and internet connections in order for the Software to work properly. Ellips can demand (future) minimum specifications in relation to such hardware, (backup) software and internet connections.

4. INTELLECTUAL PROPERTY RIGHTS AND DATA

- 4.1 All intellectual property rights in respect of Ellips, the Software as well as software, websites, databases, equipment or other materials, designs, documentation, reports, offers, as well as preparatory materials relating to the Software and Ellips shall be owned solely by Ellips, its licensors or its suppliers. Intellectual property rights means (i) copyrights, design rights, rights associated with works of authorship, and applications and registrations for copyrightable works, (ii) trademarks and trade names, and registrations and applications for registration of any of the foregoing, (iii) patents, patent applications, and equivalents thereto, and rights stemming therefrom, (iv) know-how, trade secrets, and confidential information, (v) moral rights, right of publicity and authors' rights (vi) goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence, including divisions, continuations, continuations in part, renewals, reissues and extensions of the foregoing (as applicable) and other rights analogous to those set forth herein. Nothing in this EULA can be considered a transfer of intellectual property rights to End User.
- 4.2 End User guarantees that he will not breach the intellectual property rights of Ellips or third parties. End User shall indemnify Ellips against any claim by a third party based on the allegation that End User infringes any right of a third party.
- 4.3 By using the Software the following data and/or information (the "**Data**") is collected and processed by Ellips:
 - Crash reports: automatically generated reports detailing Software errors or failures
 - Log files: details about events indicating possible issues with the Software
 - Camera images: visual data related to the use of the Software and Products
 - Version information: details regarding the Software version in use by End User
 - User experience metrics: details about the ease of use of the Software
 - Feature usage: details about which Software components are used
 - Backups: critical data for restoring the Software

- Performance data: details regarding the health of the Software and Products

Ellips collects and processes the above-mentioned Data for the following purposes (“**Purposes**”):

- To enhance the performance, accuracy, and features of the Software and Products
- To diagnose and fix bugs, crashes, and errors
- To provide targeted Software updates and enhancements
- To restore the Software in case of incidents

Ellips does not sell, rent, or lease Data to third parties. Data is used strictly to improve the Software and the user experience.

Ellips reserves the right to expand the categories of collected Data and Purposes to improve the functionality and performance of the Software. End Users will be notified in advance of any such changes via the Software and/or updates of the EULA.

- 4.4 End User grants Ellips a (royalty) free non-exclusive, worldwide, perpetual, irrevocable, transferable and sublicensable license to use the Data for the Purposes, which license is accepted by Ellips.
- 4.5 Ellips shall use appropriate administrative, technical, and physical safeguards to prevent any non-authorized use or disclosure of the Data. Ellips shall furthermore not use the Data to identify the individuals whose information is contained in the Data (if any), nor to contact them under any circumstances.
- 4.6 All Data will be stored securely in data centers of Ellips in the Netherlands and in compliance with applicable data protection laws. Data retention periods for the collected data are as follows:
 - Crash reports, log files, user experience metrics and performance data: retained for a period of 6 months from the collection date
 - Camera images: retained in anonymized form indefinitely
 - Version information, feature usage and backups: retained for as long as the software is actively used by End User.

At the end of these periods, Ellips will securely delete the data, unless otherwise required by law or business necessity.

5. THIRD PARTY LICENSES

- 5.1 Ellips may use third-party licenses for the Software. Such third parties may use specific licenses and/or user terms of those third parties. By accepting this EULA, End User agrees to the applicability of third party licenses and/or terms and End User is obliged to accept third party licenses and/or user terms if such is required for use of the Software.

6. END USER WARRANTY AND USE FOR OWN RISK AND ACCOUNT

- 6.1 End User warrants that he will never remove or bypass (i) technical measures intended to protect the Software or have such technical measures removed or

bypassed and (ii) logo's, trademarks and tradenames and/or other information in the Software. End User shall furthermore not facilitate the attack or disruption of the Software due to inter alia unauthorized access, penetration testing, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware and adware).

- 6.2 End User acknowledges that he uses the Software for its own risk and account and in accordance with the agreement with the Manufacturer. Ellips is not bound by any arrangements and agreements between End User and the Manufacturer. In so far as allowed by law, End User irrevocably waives his right to claim performance or damages from Ellips regarding (the use of) the Products and Software. All such claims can only be imposed against the Manufacturer directly as contracting party of End User.
- 6.3 Ellips is not responsible for the correctness of any information that is entered into the Software by End User and information that is processed and/or displayed via the Software. End User cannot rely on the correctness of any processed or displayed information as such information may be incorrect in the event of errors in (the software of) the Software.

7. ELLIPS WARRANTY

- 7.1 The Software is provided by Ellips on the basis of a best efforts obligation. Unless otherwise agreed upon in writing, the Software is provided on a 'as-is' basis. Ellips does not guarantee that the Software is free of errors and functions without interruptions.
- 7.2 Except for the express warranties stated in this EULA, Ellips disclaims, in so far as allowed by law, all other representations and warranties, express or implied, regarding the Software, including all implied conditions or warranties of non-infringement and fitness for a particular purpose.

8. LIMITATION OF LIABILITY

- 8.1 If and in so far as any liability should exist for Ellips, Ellips is only liable for direct damages. Ellips is never liable for indirect damages suffered by End User or any third party, such as but not limited to consequential damages, loss of data, damage to records or data, loss of profit, loss of turnover or loss of income and loss of goodwill.
- 8.2 Ellips's liability for damage is in any event limited in all cases to the obligation to resupply the Software or, at the sole discretion of Ellips, to the obligation to pay the average amount received by Ellips relating to the delivery of the Software over the last six (6) months preceding the damaging fact, unless the insurance Ellips will reimburse a higher amount.
- 8.3 End User indemnifies Ellips against all claims of third parties that suffer damages in connection with the (use of) the Software and the cause of which is attributable to End User.
- 8.4 Nothing in this EULA shall exclude or limit the liability of Ellips and End User for damages resulting from gross negligence or fraud.
- 8.5 The employees of Ellips or auxiliary persons engaged by Ellips for the fulfilment of

any agreement may, in respect of End User, invoke all means of defense to be derived from the Agreement as if they themselves were a party to that Agreement.

9. TERMINATION

- 9.1 Without prior notice of default being required and without being in any way liable for losses or costs, and without waiving any other right, Ellips is entitled to suspend its obligations to provide the Software or to terminate the EULA and/or the delivery of the Software in whole or part at any point in time if : a. End User becomes insolvent or there is a threat of this occurring; b. End User has already applied for a suspension of payments or intends to do so; c. End User no longer has freely available liquidity or other funds due to attachment or other reason; d. End User is dissolved or plans to be dissolved; e. the ownership of End User is transferred to a third party or a third party has gained any control in any other manner; f. the good name and reputation of Ellips is or could be harmed by End User; g. End User does not meet its (payment) obligations towards Ellips; h. circumstances occur that are of such a nature that Ellips cannot be reasonably required to fulfil its obligations; i. End User is not entitled to or cannot make any more use of the Product.
- 9.2 In the event of termination all (future) claims that Ellips has or might have on End User become due and payable in their entirety immediately.
- 9.3 Upon termination of the EULA, for any reason, End User must immediately cease any use and delete all copies of the Software, unless otherwise agreed upon in writing.

10. REQUEST FOR ASSISTANCE

- 10.1 Any questions and/or complaints relating to the Software need to be addressed by End User to Manufacturer. End User may contact Ellips in the event of questions or complaints that cannot be answered or resolved by the Manufacturer or in the event the Manufacturer cannot perform its obligations under its agreement with End User for example in the event the Manufacturer does not have specific knowledge about the Software or Manufacturer becomes insolvent and End User wishes to continue the use of the Software. In such event, Ellips will determine in which manner it can assist End User.
- 10.2 Ellips is entitled to receive payment for time spent as well as other direct costs incurred by Ellips relating to assistance and services provided by Ellips at the request of End User.

11. FORCE MAJEURE

- 11.1 In addition to that which is understood in law and case law, in this EULA the term 'force majeure' means any circumstance independent of the will of Ellips that makes fulfilment of the obligations of Ellips permanently or temporarily impossible. The term force majeure means in any event the failure on the part of Ellips to perform (on time) as a result of (imminent risk of) war, riot, fire, flooding, pandemic and epidemic, earthquake, water damage, factory occupation, import and export restrictions, government measures, disruptions in the supplies of energy, lack of staff, strikes, staff sickness, late delivery or unsuitability of materials, attributable failures or wrongful conduct of subcontractors of Ellips or third parties engaged by Ellips, or solvency or liquidity problems on the part of Ellips.

- 11.2 In the event of force majeure, Ellips will be not liable to End User for any shortcoming in the fulfilment of its obligations or any default or delay in the fulfilment of EULA occurring as a result of this shortcoming.

12. NOTICES

- 12.1 All notices or other communications herein provided to be given or which may be given by End User to Ellips need to be sent to the following e-mail address: support@ellips.com.

13. VALIDITY AND SEVERABILITY

- 13.1 If any provision of this EULA is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such provision shall not affect the legality and validity of the other provisions of this EULA. The parties are obliged to use their best endeavors to reach agreement as soon as possible regarding a legally valid substitute provision that, given the topic and goal of the EULA, deviates as little as possible from the void or unenforceable provision.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

- 14.1 End User is not entitled to transfer any right arising from this EULA to third parties without prior written consent of Ellips. In addition to effect under the law of obligations, the limitation of transferability also has effect under property law as referred to in Book 3, Section 83, paragraph 2 of the Dutch Civil Code. In so far as applicable, End User gives Ellips the right in advance to transfer the rights arising from the EULA to third parties as a whole or in part.

15. WAIVER

- 15.1 No failure by Ellips to insist upon strict compliance by End User with any of the terms, provisions or conditions of this EULA, in any instance, shall be construed as a waiver or relinquishment of Ellips's rights to insist upon strict compliance in the future.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This EULA and all rights and obligations resulting therefrom are exclusively governed by the laws of the Netherlands.
- 16.2 The applicability of the Vienna Sales Convention is explicitly excluded.
- 16.3 All disputes between Ellips and End User resulting from or in connection with this EULA will be submitted exclusively to the competent court of the district of Oost - Brabant, 's-Hertogenbosch location, in the Netherlands, unless Ellips decides to start proceedings before the competent court at the location of End User.