

**The terms and conditions of this Addendum for Hexmodal Smart Devices and Service are applicable only to the Hexmodal Smart Devices and Service identified in the Proposal and supplement and modify the Siemens Standard Terms and Conditions with the following additional terms and conditions:**

Terms and Conditions for Customers of Siemens (“Siemens Customer Terms”)

Siemens Industry, Inc. (“Siemens”) and Hexmodal Technologies LLC (“Hexmodal”) have entered into an agreement (“Arrangement”) that allows Siemens to sell to its customers (as used herein, “Buyer”) (a) a subscription with Hexmodal to the Hexmodal services identified in the Proposal (the “Services”), and (b) the Hexmodal smart devices identified in the Proposal (the “Smart Devices”) pursuant to the Hexmodal Terms of Service provided by Hexmodal together with the following Hexmodal terms (the “Terms”):

**1. Warranties and Disclaimers.**

- 1.1 Mutual.** Each Party represents and warrants that: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms; (iii) the person signing these Terms on its behalf has been duly authorized and empowered to enter into these Terms; and (iv) these Terms is valid, binding and enforceable against it in accordance with its terms.
- 1.2 Smart Device Warranty.** Hexmodal warrants that the Smart Devices will (a) be of good material workmanship, (b) be free of defects if properly installed and operated; and (c) perform materially in accordance with the documentation (the “**Device Warranty**”). The Device Warranty shall apply for as long as Buyer is in a Testing Agreement with Hexmodal. The Device Warranty does not apply to any Smart Device that has been (i) damaged, tampered with, abused, or improperly installed, or (ii) repaired or altered by any person other than an authorized Hexmodal representative. Buyer’s sole remedy for breach of the Device Warranty, and Hexmodal’s exclusive liability to Buyer, is expressly limited to repair or replacement of the defective Smart Device with a Smart Device of similar functionality in good working condition, which may be a used or refurbished Smart Device.
- 1.3 Services Warranty.** Hexmodal warrants that, during a Testing Agreement (as defined in the Terms), the Services shall perform materially in accordance with the documentation (the “**Services Warranty**”). The Services Warranty shall apply for as long as Buyer is in a Testing Agreement with Hexmodal. Hexmodal’s sole obligation and Buyer’s exclusive remedy for any breach of the Services Warranty under this Section is for Hexmodal to modify the Services to conform to the warranty.
- 1.4 Disclaimer.** While the Smart Devices aim to improve safety through the Services, Hexmodal does not guarantee the reliability, accuracy, or availability of the Smart Devices or the Services. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 1 ARE THE EXCLUSIVE WARRANTY MADE BY HEXMODAL WITH

RESPECT TO THE SERVICES, SMART DEVICES OR OTHERWISE UNDER THESE TERMS. HEXMODAL EXPRESSLY DISCLAIMS (TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW) ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SERVICES AND DELIVERABLES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. HEXMODAL DOES NOT WARRANT THAT (i) THE SMART DEVICES OR SERVICES WILL MEET BUYER'S REQUIREMENTS; (ii) THE SMART DEVICES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (iii) THE SMART DEVICES OR SERVICES WILL BE 100% ACCURATE IN PROVIDING THE ALERTS, MONITORING, OR RESPONSES AS INTENDED. HEXMODAL DISCLAIMS ALL LIABILITY FROM ANY BUSINESS DECISIONS THAT MAY BE TAKEN OR NOT TAKEN AS A RESULT OF BUYER'S USE OF THE HEXMODAL SERVICES AND SMART DEVICES.

## 2. **Indemnity.**

- 2.1 **By Buyer.** Buyer shall indemnify, defend and hold Siemens and Hexmodal (and its agents, employees, officers and directors) harmless from any and all losses, damages, fines, penalties, costs, and expenses (including reasonable legal fees) (collectively, "**Losses**") arising from third-party claims, demands, assertions of liability or actions arising out of, directly or indirectly, the possession, use, or handling of the Smart Devices or Services.
- 2.2 **By Hexmodal.** Hexmodal shall indemnify, defend, and hold Buyer (and its agents, employees, officers and directors) harmless from any and all Losses from third-party claims, demands, assertions of liability or actions arising out, directly or indirectly, that the use of the Services or Smart Devices infringe or misappropriate such third party's United States patent, copyright, or trade secret rights. Hexmodal may in its discretion and at no cost to Buyer: (i) modify the Services or Smart Device so that it is no longer the subject of such claim, without breaching the warranty under Section 1, (ii) obtain the necessary rights for Buyer's continued use of the Services or Smart Devices in accordance with these Terms, or (iii) terminate Buyer's subscriptions for that Service and refund Buyer any prepaid fees covering the remainder of the terminated Testing Agreement. Hexmodal shall not be obligated to defend or indemnify Buyer pursuant to this Section for any claim arising from any use of the Services or Smart Devices (a) not in accordance with these Terms, (b) in combination with other products, equipment, or software not supplied by Hexmodal, if such infringement would not have occurred but for such combination, or (c) any modification of the Services or Smart Devices by any person other than Hexmodal or its authorized agents or subcontractors. This Section states Hexmodal's sole liability, and Buyer's exclusive remedy, for any claim of intellectual property infringement.

- 2.3 **Procedures.** The indemnified Party shall notify the indemnifying Party promptly in writing of any indemnifiable claim, provided that any failure or delay in providing notice of a claim will not relieve the indemnifying Party from its indemnification obligation under these Terms except to the extent that such failure or delay materially prejudices the ability of the indemnifying Party to defend the claim. The indemnified Party shall fully cooperate with the indemnifying Party, at the indemnifying Party's expense, in the defense and settlement of the claim. The indemnified Party shall have the right to participate fully in the defense of all claims. The indemnifying Party shall control the defense and settlement of the claim, provided however that the indemnifying Party shall not settle or compromise any claims or consent to the entry of any judgment without the indemnified Party's prior written consent.
3. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (I) IN NO EVENT SHALL SIEMENS OR HEXMODAL BE LIABLE TO BUYER OR ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE; AND (II) IN NO EVENT SHALL SIEMENS OR HEXMODAL'S CUMULATIVE LIABILITY HEREUNDER (OR UNDER THE TERMS) EXCEED THE AMOUNT OF THE PURCHASE PRICE STATED ON THE APPLICABLE PURCHASE ORDER ATTACHED TO THESE TERMS OR PROVIDED IN THE PROPOSAL. BUYER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT HEXMODAL AND SIEMENS WOULD NOT HAVE ENTERED INTO THE TERMS ON THE TERMS SET FORTH HEREIN WITHOUT SUCH LIMITATIONS OF LIABILITY.