

Beamex B.V. – General Terms of Sale

(Beamex Netherlands)

Version: November, 2023

PART 1: General Terms and Conditions

1. Applicability

In these general terms and conditions (the “Terms”) the supplier, seller or services provider shall mean Beamex B.V. (“Beamex”), the customer shall mean the company, corporation or person with whom any agreement is concluded or to whom any order confirmation is addressed (the “Customer”) (together, the “Parties”), the goods shall mean the hardware and software supplied by Beamex to the Customer (the “Goods” or separately the “Hardware” and/or the “Software”) and the services shall mean the services provided by Beamex to the Customer (the “Services”). Beamex offers Goods and Services for sale exclusively in accordance with these Terms and these Terms shall exclusively apply to all Goods sold and Services provided by Beamex to the Customer, even if the Customer provides Beamex different or additional terms in connection with a purchase order, order confirmation or other document. Any other than these Terms shall be applied only when an authorized representative of Beamex expressly agrees in writing to apply such terms.

2. Contract Formation

Beamex’s offers are non-binding until accepted by the Customer by issuing a purchase order in compliance with these Terms and acknowledged by Beamex in the form of a written order confirmation (the “Order Confirmation”). An acknowledged purchase order is a binding agreement between Beamex and the Customer (“Agreement”). Unless otherwise described herein, changing or cancelling an acknowledged purchase order requires mutual agreement.

3. Prices

The sales price for the Goods or Services is the price specified by Beamex in its Order Confirmation. The sales prices do not include shipping costs, taxes (e.g. sales tax) or any other public charges, which are additional and payable by the Customer, unless otherwise agreed. Sales tax (if any) will be added to prices in accordance with regulations in force from time to time. Possible costs related to freight, packaging or handling of the Goods shall thus be added to the purchase price as agreed upon separately in writing between the parties. Should, after an agreement has been concluded and entered into, the purchase, production, transport or any other costs relating to the Goods or Services increase by more than five (5) percent due to changes in the rates of exchange, Beamex shall be entitled to revise the price accordingly. Should, after an agreement has been concluded and entered into, public charges increase and/or new charges be introduced, Beamex shall be entitled to revise the price accordingly.

4. Payment Terms

All payments by the Customer to Beamex shall be made in advance to an account specified in Beamex’s Order Confirmation, unless the parties agree otherwise in writing. The parties may agree in writing that payment shall be made after the delivery of the Goods and within thirty (30) days from the date of Beamex’s invoice, in which case the parties shall agree in writing upon a credit limit and the terms and conditions thereof. If the credit limit is exceeded, Beamex is entitled to demand for payment in advance and refrain from delivering the Goods and/or performing the Services during the time the credit limit is exceeded. In case it can reasonably be assumed that the Customer will not fulfill its obligation to pay the purchase price, Beamex is entitled to demand a bank guarantee or equivalent security accepted by Beamex to be given as security for full payment before continuing with or delivering any order. If the Customer does not offer such security, Beamex shall be entitled to cancel the agreement. Interest rate for delayed payments is 11 % per annum. If the Customer has not made full payment within two (2) months from the due date of Beamex’s invoice, Beamex shall be entitled, by written notice to the Customer, to terminate the agreement for breach and claim compensation for all costs, expenses and damages occurred.

5. Deliveries

Unless otherwise agreed upon in the Order Confirmation, the delivery condition is Ex Works Beamex’s premises (in accordance with the latest version of Incoterms). Beamex may specify an estimated date for the delivery of the Goods in its Order Confirmation.

6. Provision of Services

In addition to these general terms of sale, the additional terms and conditions for provision of Services shall apply to sale and provision of Services. The additional terms and conditions for provision of Services are provided in part 2 of these terms. To the extent that there is a conflict among the terms, the services terms shall take precedence.

7. Warranties

a. Limited Warranty; Warranty Period. Beamex warrants that the Hardware is free from defects in material and workmanship under normal use and service during the warranty period. Normal wear and tear and the need for regular maintenance or recalibration do not constitute a defect. Consumable items such as carrying cases, cables or test leads are not warranted. Beamex does not make any warranties regarding functionality and operation of Software. The warranty extends only to the original end user of the product. If Beamex delivers warranty terms for Hardware in connection with the delivery that conflict with these terms, then the terms delivered in connection with the Hardware delivery shall be applied. The warranty period for the Hardware is twelve (12) months from the date of shipment, unless a longer warranty period is specified by Beamex in separate warranty terms attached to the Hardware delivered to the Customer.

b. Exclusive Remedies. IN THE EVENT OF BREACH OF THE LIMITED WARRANTY PROVIDED IN THIS SECTION, BEAMEX’S ONLY OBLIGATION UNDER THIS WARRANTY IS TO (AND AS CUSTOMER’S

SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY), AT ITS OPTION, TO REPAIR OR REPLACE THE HARDWARE, PROVIDED THAT THE CUSTOMER HAS NOTIFIED Beamex OF THE WARRANTY DEFECT IN WRITING DURING THE WARRANTY PERIOD. THE CUSTOMER'S NOTIFICATION MUST ALSO INCLUDE A DETAILED DESCRIPTION OF THE NON-CONFORMANCE OF THE HARDWARE WITH THESE WARRANTY TERMS. THE CUSTOMER SHOULD RETURN THE HARDWARE DIRECTLY TO Beamex, AN AUTHORIZED SERVICE CENTRE OF BEAMEX OR A DISTRIBUTOR OF BEAME AT THE CUSTOMER'S EXPENSE DURING THE WARRANTY PERIOD. BEAMEX WILL RETURN THE REPAIRED OR REPLACED HARDWARE TO THE CUSTOMER FREE OF TRANSPORTATION COST EXCLUDING INSURANCE, TAXES, DUTIES OR OTHER IMPORT COSTS.

c. Exceptions. THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DEFECTS ARISING OUT OF OR RELATING TO MISUSE, MISAPPLICATION, HANDLING, ACCIDENTS, NEGLIGENCE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE HARDWARE IS NOT USED OR STORED IN ACCORDANCE WITH BEAMEX'S INSTRUCTIONS.

d. Warranties for Software, Services and FB/MB Products. The warranty set out in this Section above applies to Hardware only, whereas the limited warranty granted by Beamex to Services or Software is specified in Beamex's service-specific general terms or a license agreement provided by Beamex in connection with the delivery of the Services/Software. The warranty set out in this Section does not apply to Beamex FB/MB products. All terms and conditions regarding defects in any FB/MB products included in the Products, as well as their exclusive remedies, are defined in their entirety in their own warranty terms.

e. Warranties for Third-Party Products. The warranty set out in this Section does not apply to products that are not Beamex-branded (i.e. third-party products), even if packaged or sold together with Beamex-branded Goods. Beamex will pass on to the Customer all warranties received from the applicable third-party product manufacturer to the extent that they are transferable, but will not independently give any warranties.

f. Disclaimer and Exclusions. BEAMEX DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE GOODS BEING FIT FOR ANY GENERAL OR SPECIFIC PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY BEAMEX. BEAMEX GRANTS NO OTHER WARRANTIES THAN THE WARRANTY SET OUT HEREIN. BEAMEX SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS THAN WHAT HAS BEEN STATED HEREIN.

8. Title and License

The title to the Hardware shall pass to the Customer when full payment has been made to Beamex. If the Customer purchases software licenses, the Customer is granted after payment a non-exclusive license to use the Software in accordance with the terms specified in a separate license agreement provided by Beamex in connection with the delivery of the Software.

9. Design Changes

Beamex reserves the right to make changes in design to the Goods prior to the delivery without any obligation to install such design changes on previously sold Goods.

10. Intellectual Property Rights

An agreement between the parties is not an agreement for transferring intellectual property rights from Beamex to Customer. Beamex (or its licensor) shall remain the sole and exclusive owner of all intellectual property rights relating to Goods, Services, Software and other deliverables or work results of Beamex and the Customer is only granted a limited and non-exclusive license to use in its internal business operation the intellectual property rights that are incorporated or embedded into Goods, Services, Software and other deliverables of Beamex. The Customer is not entitled to sell, assign or re- or sublicense its rights to third parties. If Beamex delivers Software (including without limitation program updates, new versions, new revisions, system integration modules, modifications and corrections) to the Customer, the intellectual property rights of the software shall remain the property of Beamex or the applicable third party owner and Beamex's standard software license terms will be applied to the software.

11. Violations of Third Party Intellectual Property Rights

Beamex is responsible that the Goods manufactured or Services provided by it do not violate any third party patents or copyrights. Beamex shall defend any suit against the Customer arising out of any infringement of a third party patent or copyright, to the extent based on Customer's use of the Goods or Services, and indemnify for any final judgment awarded against the Customer by a court of competent jurisdiction as a result from such suit or settle such suit at no cost to the Customer provided that (a) the Customer notifies Beamex promptly as it is apprised of the third-party claim; (b) the Customer permits Beamex to handle defendant's case or settlement; and (c) the Customer gives Beamex all reasonable assistance and information available as well as all necessary authorizations. If a claim is made or Beamex believes that a claim is likely, Beamex may, at its option, obtain for the Customer the right to continue using the Goods or other work results provided by Beamex; or (b) replace or modify the Goods so that they become non-infringing. If none of the above-mentioned alternatives is reasonably available, the Customer shall stop the use and any other exploitation of the Goods or other work results provided by Beamex, in which case Beamex shall refund all payments paid by the Customer for the infringing Goods, less a reasonable depreciation for use, damage and obsolescence. This Section states the parties' sole and exclusive obligations and remedies with respect to third party intellectual property infringements or claims thereof.

12. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, BEAMEX'S AGGREGATE CUMULATIVE LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE RESPECTIVE GOODS OR SERVICES. FURTHERMORE, IN NO EVENT SHALL BEAMEX BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE) OR OTHERWISE. THESE LIMITATIONS OF BEAMEX'S LIABILITY SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY MANDATORY PROVISIONS OF APPLICABLE LAW.

13. Other Terms

Rights or obligations herein may be transferred to a third party only with the prior written consent of the other party. Beamex may, however, transfer its rights or obligations or the agreement, entirely or partly, to a third party in connection with business organization or restructuring, merger, sale of business or a similar transaction. Any failure of Beamex to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. Beamex shall not be deemed to be in breach of an agreement, or otherwise be liable to customer, for any failure to perform, or any delay in performance, caused by a reason beyond Beamex's control (force majeure events). These Terms, plus the additional agreed upon terms of the Agreement (relating only to prices; time, location and terms of delivery/performance; Beamex's technical specifications; quantity of Goods to be delivered; and scope of work for Services performed) contain the entire agreement between the Parties with regard to the subject matter hereof and supersede all prior agreements relating to such subject matter. Information, terms, warranties, specifications or conditions contained in Beamex's website, brochures and other marketing materials are not binding and applicable unless incorporated herein by express written agreement.

14. Export Control

The Parties agree that the Goods and associated technical information are delivered subject to all applicable export controls or restrictions imposed by any country or organization or nation which are enforceable in the jurisdiction of Beamex, including without limitation Beamex's domicile, the United Nation, the European Union and the USA. The Customer agrees that it will not import or export, re-export, trade, ship or transfer, directly or indirectly the Goods and associated technical information against such controls or restrictions.

15. Applicable Law and dispute resolution

An Agreement shall be governed by the laws of Beamex's domicile, without regard to its conflict of law rules.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The seat of arbitration shall be Netherlands. The language to be used in the arbitral proceedings shall be English. Beamex shall, however, have the right to bring up any claim, related to an Agreement and based on a due receivable from the Customer, in the district court where the Customer is domiciled.

PART 2: Additional Terms Applicable to Provision of Services

16. Definitions

"Consultancy Services" means system supply, installation, training, system integration, consulting, database conversion/migration as well as validation services performed by Beamex to the Customer.

"Support Services" means the software maintenance services specified in an Agreement or an Annex attached to the Agreement.

"Software" means Beamex's software constituting the object of the Support Services. The software is specified in an Agreement or an Annex attached to this Agreement.

"New Software Version" means Software enhanced with new functionality made generally available for use by several customers (e.g. Beamex Software v2.0 >> Beamex Software v3.0).

"Software Revision" means an updated version of the Software made generally available for use by several customers and which may contain corrections of commonly known errors and improve the Software's performance in the specified operational environment. Software Revision may also contain new software functionality (e.g. Beamex Software v2.1 >> Beamex Software v2.2).

"Defect" or *"Error"* in connection with Support Services shall mean a material and reproducible failure of the Software to function by substantial parts in conformance with Beamex's specifications, or if it does not otherwise correspond to what the parties have agreed in writing.

"Beamex's Software License Agreement" shall mean the terms and conditions in the Beamex Software License Agreement effective at the time of conclusion of an Agreement.

"End-Customer" shall mean the final user of the Equipment.

"Equipment" shall mean the measurement device being Serviced or Recalibrated by Beamex under an Agreement.

"Service" shall mean repair, service or recalibration specified in an Agreement and performed by Beamex to the Customer.

17. Services Hours

Beamex shall perform its Services tasks and duties and be available for service during the following service hours: *Monday to Friday, 9 AM to 4 PM (the time zone in Beamex's domicile), excluding public holidays.*

18. Scope of Services Provided by Beamex

The scope of the Services Beamex is obligated to perform as well as all related tasks and duties and the schedule for performing the Services are outlined in the quotation, service description or annex attached to an Agreement. Beamex shall perform the tasks and duties related to the Services remotely in its location, unless otherwise specifically agreed in writing. Beamex will not have any other obligations than those specifically described in a quotation, service description or an annex to this Agreement. Beamex shall perform its duties and tasks with the degree of care and professional skill normally exercised under similar circumstances by suppliers performing the type of services to be performed under an Agreement. The Services tasks and duties shall be

performed in accordance with Beamex's working methods and procedures.

19. Scope and Provision of Support Services

a. Scope of Support Services. The scope of the Support Services Beamex shall perform are outlined in Beamex's quotation or an Annex attached to an Agreement. The software constituting the object of the Support Services is defined in Beamex's quotation or an Annex attached to an Agreement.

b. Software Updates. If *Software updates for Beamex's standard software products and/or customer-configured components* is included within the scope of Services in Beamex's quotation or Annex attached to an Agreement, then such services will include the following: *New Software Versions, Software Revisions, patches and hotfixes made available to the Customer which may (i) substantially rectify Errors or other Defects in the then-current revision of the Software; (ii) improve performance of the Software in the specified operational environment; and (iii) contain other new and/or improved software functionality.*

c. Remote Helpdesk. If Remote helpdesk support is included within the scope of Services in Beamex's quotation or Annex attached to an Agreement, then such services will include the following: *Maintenance standby accessible by phone, fax or email in accordance with the service hours (the time zone in Beamex's domicile), excluding public holidays. The remote helpdesk support is available at minimum in English language. Error diagnostic services and using reasonable efforts in aiming to repair Errors.*

d. Provision of Support Services. Beamex shall perform the tasks and duties related to the Support Services in its location as a remote operation, unless otherwise mutually agreed in writing. Repairing or correcting a software defect or error can be also executed (a) with a workaround that bypasses the defect or error; (b) by delivering written instructions to the Customer, which it can use to bypass the defect or error; or (c) by delivering New Software Version or Software Revision to the Customer that will correct or bypass the defect or error. The Support Services Beamex performs against an agreed recurring support fee do not include services related to repair or correction of an error or default caused by (a) using the Software contrary to an agreement or other instructions given by Beamex, or, the Customer's negligence or default in complying with the written instructions on the use of the Software; (b) using the Software in an operational environment not specified or approved by Beamex; or (c) a modification, correction or repair made to the Software by the Customer or a third party. If it is confirmed that the defect or error reported by the Customer is not covered by the scope of Support Services in an Agreement, Beamex is entitled to invoice for the analysis and repair of the error in accordance with its then current price list.

20. Services Excluded from Support Services

Services specifically excluded ("Additional Services") from the fixed fee Support Services provided under an Agreement include without limitation: installation of any software, new software options and/or modules, report design, training and consulting services, on-site maintenance tasks and services as well as maintenance tasks and services performed outside Beamex's Service Hours. Any other services than the services listed in Beamex's quotation ("Support Services covered by the support

fee") shall be considered as Additional Services outside the scope of an Agreement. Beamex has no obligation to perform Additional Services to the Customer. In case Additional Services shall be performed, the Customer shall pay for the Additional Services in accordance with Beamex's then current price list, unless otherwise agreed in writing.

21. Customer's General Responsibilities

a. Customer's Tasks and Duties. The Customer shall contribute to the implementation of the Services using reasonable efforts. The Customer shall provide Beamex without unnecessary delays such assistance, which Beamex reasonably needs to perform its obligations under an Agreement. The Customer shall be liable for the correctness, adequacy, completeness, accuracy and fitness for a particular purpose of the data, material, instructions and resources provided by it. The Customer shall be responsible for the suitability of the results of the Services for Customer's business purposes. The Customer shall be responsible for obtaining necessary authorizations required by law or regulatory authorities.

b. Site Conditions. If Beamex or its employees, representatives or subcontractors perform Services on-site at Customer premises, the Customer is responsible for adequate safety measures for protecting Beamex's property, employees and subcontractors at the Customer's site. Furthermore, the Customer is responsible for ensuring that the on-site Services are performed under conditions which comply with applicable health and safety laws and regulations for on-site working conditions. The Customer will inform Beamex in advance in writing of the safety rules and regulations to be observed by personnel working on the site. If Beamex considers that the on-site work performed by its employees or subcontractors cannot be continued due to safety reasons, Beamex is entitled to remove its employees and subcontractors from the site without any liability to Customer. The Customer will be responsible for all reasonable actual direct costs and expenses associated with Beamex's delay and/or inability to perform any Services related to the Customer's failure to comply with this provision.

22. Specific Customer Responsibilities: Recalibration and Repair

a. Information. The Customer shall provide Beamex without unnecessary delays and at the Customer's expense all information (including without limitation End-Customer's contact details), documents and resources, which Beamex reasonably needs for performing its obligations.

b. Equipment Safety. The Customer shall ensure that all Equipment delivered to Beamex for Service shall be free from radiation, toxic, explosive elements or any other actually or potentially hazardous substances. The Customer shall also ensure that Beamex's personnel are informed in advance of (i) any such actually or potentially hazardous substances that are or may be present at the End-Customer's premises; and (ii) any relevant safety regulation in force at the End-Customer's premises. Notwithstanding the foregoing, Beamex reserves the right to refuse to carry out any service tasks and duties, which, in Beamex's opinion, would be hazardous and/or may cause harm for its employees. In such case Beamex shall not be responsible in any way to Customer for any such refusal.

23. Specific Customer Responsibilities: Support Services

When notifying Beamex about a defect or error in the Software, the Customer shall, at Beamex's request, demonstrate how the defect or error occurs. At Beamex's request, a representative of the Customer shall be available for contact when Beamex performs its tasks and duties related to the Support Services. The Customer shall be responsible to acquire and maintain, at its expense, necessary data communication connections, which Beamex needs to perform its duties and tasks as a remote operation, unless the Parties have agreed in writing that the Support Services are not performed as a remote operation. Each party shall make sure that it has the necessary devices, equipment, software and data security systems required by the remote support operation. Unless otherwise agreed upon in writing, the Customer shall be responsible for installing in its operating environment the software updates, New Software Versions, Software Revisions or Software corrections.

24. Data Security and Back-Up's

Each Party shall be responsible for implementing sufficient measures for assuring the data protection and data security of its own data, equipment, software, networks and systems. Customer acknowledges that Beamex will not be responsible for the security, protection or safe return of information, software or other materials that may be provided by Customer together with Goods serviced under an Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials, information and data.

25. Privacy of Personal Data

The Parties agree to collect, use, process and transfer personal data in compliance with applicable privacy laws and regulations.

26. Confidentiality

A party shall not disclose to anyone any confidential information received from the other party and may not use such information for any other purpose than for furthering its obligations under an Agreement. A party shall limit access to the confidential information received from the other party to such of its employees or subcontractors as may be directly involved in the subject matter of an agreement and to no other employees or subcontractors. These confidentiality obligations shall remain valid for five (5) years after termination or expiration of an Agreement. Notwithstanding the foregoing, a party may be required to disclose information to an authority or a court, for instance for preventing and investigating frauds or other crimes, and each party accepts these disclosures.

27. Delivery of Documentation and Software

Unless otherwise agreed in writing, all documentation and software that are part of the performed Services shall be delivered at a minimum in electronic form in files.

28. Warranty for Service

a. Limited Warranty; Warranty Period. Beamex provides a warranty only for Recalibration and Repair Services, not to

Consultancy or Software Support Services. Consultancy and Software Support Services are provided on "AS IS" and "AS AVAILABLE" basis without any specific warranties. Beamex warrants that the repair or recalibration is free from Defects under normal use and service in material and workmanship during the warranty period. The warranty period is six (6) months from the date of shipment to Customer. The warranty extends only to the original End-Customer of the Service.

b. Exclusive Remedies. Beamex's only obligation under this warranty is to, at its sole discretion and at its expense, to repair or recalibrate the Equipment serviced or recalibrated by it and found to be Defective in material or workmanship, if such Equipment is returned to Beamex at the Customer's expense, provided that the Customer has notified Beamex of the warranty defect in writing during the warranty period. The Customer's notification must also include a detailed description of the non-conformance with these warranty terms. If the Service is under warranty, Beamex will return the Equipment to the Customer free of transportation cost excluding insurance, taxes, duties or other import costs.

c. Disclaimer and Exclusions. BEAMEX DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE BEING FIT FOR ANY GENERAL OR PARTICULAR PURPOSE. WARRANTY SHALL NOT COVER DEFECTS DUE TO MISUSE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE EQUIPMENT IS NOT USED IN ACCORDANCE WITH BEAMEX'S INSTRUCTIONS. IF IT IS CONFIRMED THAT THE DEFECT REPORTED BY THE CUSTOMER IS NOT COVERED BY THIS WARRANTY, BEAMEX IS ENTITLED TO INVOICE FOR THE ANALYSIS AND REPAIR/RECALIBRATION OF THE DEFECT IN ACCORDANCE WITH ITS PRICE LIST EFFECTIVE AT THE DATE OF SERVICE. BEAMEX GRANTS NO OTHER WARRANTIES WHATSOEVER FOR THE SERVICE THAN THE WARRANTY SET OUT HEREIN, WHICH WARRANTY THUS SETS FORTH THE WARRANTY GIVEN BY BEAMEX IN ITS ENTIRETY. BEAMEX SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS IN SERVICE THAN WHAT HAS BEEN STATED IN THIS SECTION.

29. Prices, Expenses and Payment Terms

The Parties undertake to agree in writing and on beforehand upon all prices and charges related to Beamex's performance of Services. If, however, the Parties fail to agree upon a certain price or charge in beforehand, Beamex's price list effective at the date of service order shall apply. If Beamex performs the Services outside Beamex's regular office hours at the Customer's request, Beamex is entitled to invoice additional prices and charges in accordance with Beamex's effective price list. The prices shall be net prices exclusive of any taxes (such as sales tax), customs, public charges, installation or freight costs which shall be payable by Customer, unless otherwise agreed. Beamex shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required and approved of by the Customer. Beamex shall be entitled to invoice the travel and accommodation expenses according to the factual expenses. If the Customer's payment is delayed for more than thirty (30) days from the due date of the invoice, and provided that Beamex has notified the Customer thereof in writing, Beamex shall be entitled to refrain from its performance under an Agreement without any liability until the Customer submits all overdue payments to Beamex.

30. Invoicing and Payment of Support Services

Unless otherwise mutually agreed in writing, Beamex shall invoice the Customer for the Software Support Services in advance at 12-month intervals. If Beamex performs services that are not covered by the recurring fee paid for the Support Services, Beamex shall invoice the services in accordance with the prices the Parties have mutually agreed in writing and on beforehand. If the Parties have failed to agree upon a certain price for such services, Beamex's price list effective at the date of service order shall apply.

31. Testing and Acceptance

Unless otherwise agreed, Beamex performs internal testing for the Services deliverables prior to delivery to the Customer. Upon receipt of the deliverables, the Customer shall test the deliverables to determine whether they meet the specifications set forth in the concluded agreement or any of its annexes. Unless otherwise agreed, the Customer will perform the acceptance tests within 14 calendar days from the date of delivery. The deliverables will be deemed accepted when (i) the Customer issues a written confirmation of acceptance to Beamex; (ii) Beamex has demonstrated that it has remedied any non-conformance of deliverables notified by the Customer; (iii) the Customer does not report any non-conformance during the testing period as defined above; or (iv) the Customer takes the deliverables into production use. Unless otherwise agreed, the acceptance procedures stated in this section shall apply also to partial deliveries, delivery phases and milestone deliveries.

32. Technical Contacts

Technical contacts are defined in Beamex's quotation or an Annex attached to an Agreement. Each party shall inform the other party without unnecessary delay in writing of a change of its technical contact person. The technical contact person is not authorized to agree changes to an Agreement.

33. Changes

Changing an agreement or scope of Services may become necessary due to various reasons. However, changing an Agreement requires mutual acceptance. All changes must be agreed in a written form, at minimum by email and agreed by a person in each party's organization who is authorized to conclude and change agreements. When agreeing on changes, the parties should at the same time agree on how the change affects prices, schedule and other terms of the Agreement.

34. Independent Contractors

Each Party is an independent contractor and not an agent, joint venture or employee of the other. The Customer has no authority to and agrees that it will not bind Beamex in any manner and will not represent itself as an employee or agent of Beamex.

35. Subcontractors

Beamex is entitled to employ subcontractors to fulfill its obligations under an Agreement. Beamex shall be liable towards the Customer for all acts and omissions of subcontractors employed by Beamex as for its own acts and omissions.

36. Term and Termination

Unless otherwise agreed, an Agreement for provision of Consultancy Services, Recalibration and/or Repair will remain in full force and effect until both parties have completed all of their contractual obligations. Unless otherwise agreed in Beamex's quotation or an Annex attached to an Agreement, an Agreement for provision of Software Support Services will be in force and valid for a fixed period of twelve (12) months from the effective date of the Agreement. A party is entitled to terminate an Agreement in whole or in part in the event that the other party fails to comply with any material term of the Agreement, provided that such failure is not remedied within thirty (30) days that notice of such breach has been delivered to the party in breach. If the Agreement is terminated, Beamex shall be entitled to, at minimum, payment of (i) the amount of all costs incurred by Beamex in relation to the preparation of the services; and (ii) a proportion of the agreed fee equal to the proportion of the services actually carried out.

Beamex B.V.

Additional Terms and Conditions for Beamex Care Plan

(Beamex Netherlands)

Version: November, 2023

1. Definitions

1.1 Service shall mean the services specified in Section 3 of this Agreement and performed by Beamex to Customer.

1.2 Equipment shall mean the Customer's measurement device covered under this agreement for equipment maintenance.

1.3 Defect shall mean that the Service does not substantially comply with what has been described in the Agreement.

2. Serviced Equipment

2.1 The Equipment constituting the object of the Service is listed in Beamex's offer or an annex to this Agreement.

3. Scope of Service

3.1 During the term of this Agreement and in consideration of the service fees referred in clause 6.1, Customer is entitled to receive and Beamex shall have available the following Service for Equipment:

a) Calibration of Equipment. Calibration consists of comparing the performance of the Customer's Equipment against standards of known accuracy. Beamex's procedures will be followed when performing the calibration. The calibration of Equipment shall be performed by an accredited calibration facility once a year (for the purposes of this clause, "year" means each 12-month period of the Agreement). If Customer requires that Equipment must be calibrated more frequently than once a year, such additional calibration shall be considered Additional Services as described in clause 4.1. During the calibration, Beamex shall (i) clean the device; (ii) check the working condition of the device; (iii) perform as-found measurement; (iv) adjust the device, if required, to bring it within specifications; (v) perform as-left measurement; and (vi) if available, install new firmware upgrades, which may contain new and/or improved functionality.

b) Documentation. In connection with calibration of Equipment, Beamex shall provide a calibration certificate verifying that the Equipment's performance was compared against standards of known accuracy. The certificate will include all required elements as stated in the quality standard applied by Beamex.

c) Extended warranty. Any MC6 Series product included in Equipment shall be warranted in accordance with Beamex's standard hardware warranty terms up to six (6) years (starting from the date of shipment of the device from manufacturer's premises), provided that the standard warranty period has not yet expired for any such device.

d) Repair. Repair of damages caused to Equipment by accidental breakage. To the extent that the damage to Equipment is caused by accidental breakage, Beamex shall, at its option, either repair or replace the Equipment. The Repair coverage is limited to one incident per year per device. Notwithstanding the foregoing,

Beamex is not obliged to repair or replace the Equipment if the Equipment shows signs or the Beamex has other good reason to believe that the damage is due to misuse, use in abnormal environmental conditions or if the Equipment is not used or stored in accordance with the instruction manual(s) and/or user guide.

e) Replacement of wearable parts. The following wearable parts that fail due to normal wear and tear may be replaced up to one time per year per device: hand strap, shoulder strap, membrane keyboard, rechargeable battery and display shield/touch panel.

f) Return shipment. Beamex shall return Equipment serviced under this Agreement to Customer at no charge for standard shipping methods in accordance with Beamex's shipping instructions and guidelines. Charges for expedited shipment requested by Customer will be invoiced separately.

g) Annual notification of calibrations due. Annual email reminder sent to Customer's technical contact no later than forty-five (45) days before the calibration for the Equipment is due.

h) Help desk services. Remote help desk service for providing assistance in addressing technical questions related to Equipment. The Help Desk Services are accessible by phone, fax or email in accordance with the service hours described in Section 5. The remote helpdesk support is available at minimum in the English language.

3.2 Turn-around times for calibration and repair. Beamex shall use its best efforts in aiming to keep the turn-around time for calibration in five (5) full working days at most, provided that Customer has scheduled for the calibration at least ten (10) working days in advance. Notwithstanding the foregoing, the aforementioned target turnaround time for any FB/MB Series temperature dry blocks is fifteen (15) full working days. Beamex shall use its best efforts in aiming to keep the turn-around time for repair in twenty (20) full working days at most, provided that Customer has scheduled for the repair at least ten (10) working days in advance. When scheduling the repair the Customer must provide a detailed description of the defect or damage that causes the need for repair. Turnaround time is measured in elapsed workdays from the time the Equipment is received at Beamex's calibration service facility until it leaves Beamex's calibration service facility.

4. Additional Services

4.1 Any other services than the services listed above in clause 3.1 shall be considered as additional services ("Additional Services") outside the scope of this Agreement. In case the Parties mutually agree that Additional Services shall be performed, Customer shall pay for the Additional Services in accordance with Beamex's then current service price list, unless otherwise agreed in writing.

5. Service Hours

5.1 Beamex shall perform its service tasks and duties during the following service hours: Monday to Friday, 9 AM to 4 PM (the time zone in Beamex's domicile), excluding public holidays.

6. Service Fees

6.1 The service fees for each twelve (12) month period of this Agreement are outlined in Beamex's offer or an annex to this Agreement.

7. Technical Contacts

Beamex / Support

Tel: +358 10 550 5301

Email: support@beamex.com

8. Customer's General Obligations

8.1 Customer is responsible for returning and delivering the Equipment to Beamex for Service. Unless the Equipment will be delivered in person by Customer, Customer shall: (i) package the Equipment carefully in a proper shipping carton; and (ii) ship the Equipment to the designated Beamex Service Center.

8.2 Beamex shall cover the shipping costs related to returning and delivering the Equipment to Beamex for Service, provided that Customer follows Beamex's shipping instructions.

9. Data Protection

9.1 Customer acknowledges that Beamex will not be responsible for the security, protection or safe return of information, software or other materials that may be provided by Customer together with Equipment serviced under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials, information and data.

10. Pricing, Payment Terms and Expenses

10.1 Unless otherwise mutually agreed in writing, Beamex shall invoice Customer for the Service in advance at 12-month intervals.

10.2 If Beamex performs the Service outside Beamex's regular office hours at Customer's request, Beamex is entitled to invoice additional prices and charges in accordance with Beamex's effective price list.

10.3 The prices for Products shall be net prices exclusive of any taxes (such as sales tax), customs, public charges, installation or freight costs which shall be payable by Customer, if any. Sales tax shall be added to the prices in accordance with regulations in force from time to time. If the amount of sales tax or other public charges determined by the authorities or their collection basis change, the prices are revised accordingly.

10.4 Beamex shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required for performing the Service and approved of by Customer. Beamex

shall be entitled to invoice the travel and accommodation expenses and the daily allowance according to the factual expenses by receiving prior written consent from Customer.

10.5 If Customer's payment is delayed for more than thirty (30) days from the due date of the invoice, and provided that Beamex has notified Customer thereof in writing, Beamex shall be entitled to refrain from its performance under this Agreement without any liability until Customer submits all overdue payments to Beamex. Furthermore, if Customer's payment is delayed the above-mentioned period, Beamex is entitled to rescind the Agreement in whole or in part, provided that (a) Beamex has notified Customer thereof in writing; and (b) Customer has not given a bank guarantee or equivalent security accepted by Beamex. The remedies set out in this clause are without prejudice to any additional rights that Beamex may have arising in connection with a delayed payment.

10.6 If Beamex performs services that are not covered by the recurring service fee paid for the Service, Beamex shall invoice such Additional Services in accordance with the prices the Parties have mutually agreed in writing and on beforehand. If the Parties have failed to agree upon a certain price for such services, Beamex's price list effective at the date of service order shall apply.

10.7 Unless otherwise agreed in writing, the payment terms are thirty (30) days net from the date of delivery of the invoice. Interest rate on delayed payments is 8 % per annum.

11. Limitation of Liability

11.1 The liability of Beamex to Customer in respect of any claim for loss, damage or expense of any nature (whether in contract, tort (including negligence), warranty or otherwise) shall in no circumstances exceed in the aggregate the average annual service fees paid by Customer to Beamex under this Agreement.

12. Term of Agreement

12.1 Unless otherwise specified in the Beamex's offer, this Agreement shall remain in force for a fixed term of 36 months.

13. General Provisions

13.1 ONLY EQUIPMENT THAT ARE IN GOOD WORKING CONDITION AT THE EFFECTIVE DATE OF THE AGREEMENT CAN BE INCLUDED IN THE SCOPE OF AN AGREEMENT. IF SUCH EQUIPMENT HAS BEEN INCLUDED IN THE AGREEMENT THAT WERE NOT IN GOOD WORKING CONDITION AT THE EFFECTIVE DATE OR Beamex HAS GOOD AND JUSTIFIED REASON TO BELIEVE THAT THE EQUIPMENT WAS NOT IN GOOD WORKING CONDITION AT THE EFFECTIVE DATE, Beamex HAS THE RIGHT TO, BY GIVING NOTICE TO CUSTOMER, REMOVE SUCH EQUIPMENT FROM THE SCOPE OF THE AGREEMENT WITHOUT ANY LIABILITY TO CUSTOMER.

14. Other Terms and Order of Priority

14.1 The following general terms and conditions form an integral part of the Agreement. To the extent that there is a conflict among the different applicable terms, following hierarchy shall apply:

a) Additional Terms and Conditions for Beamex Care Plan

b) Beamex General Terms of Sale (available at <https://www.beamex.com/general-terms-conditions/>)

Data Processing Agreement

1. Introduction, purpose and application

This Data Processing Agreement ("DPA") is applied as part of the commercial agreement ("Agreement") to the processing of personal data carried out by Beamex ("Processor"), or any of its subsidiaries or affiliates (as the case may be), in connection with providing services ("Services") to the customer who is a contracting party in the Agreement as well as the data controller of such personal data ("Controller"), which Services are described in more detail in the Agreement concluded by and between the Processor and the Controller.

This DPA is an integral and inseparable part of the Agreement between the parties. All terms used in this DPA, but not defined, have the same meaning as they have in the Agreement. If there is a conflict between the Agreement and this DPA, the terms of the DPA take precedence.

2. Definitions

"Controller" means the natural person or legal entity, authority, agency or other body mentioned in this DPA, which alone or jointly with others defines the purposes and means of personal data processing.

"Data Protection Law(s)" means the Data Protection Act (1050/2018) and the EU General Data Protection Regulation (2016/679) with amendments and replacement regulations as well as other valid and applicable data protection legislation and instructions and binding regulations of data protection authorities.

"Data Subject" means an identified or identifiable natural person whose Personal Data is Processed on the basis of this DPA.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is considered to be a natural person who can be directly or indirectly identified especially on the basis of identification information such as name, social security number, location information, online identification information or one or more physical, physiological, genetic, psychological, economic, cultural or social factors characteristic of him or her.

"Personal Data Breach" means a data security breach event resulting in the accidental or illegal destruction, loss, alteration, unauthorized disclosure or access to personal data transferred, stored or otherwise processed.

"Processing" means the function or functions that are applied to Personal Data or data sets containing Personal Data in connection with the provision of Services, either using automatic data processing or manually, such as collecting, storing, organizing, structuring, storing, modifying or changing, searching, querying, using, transferring data, distributing or otherwise making them available, matching or combining, limiting, deleting or destroying the information.

"Processor" means the natural person or legal entity, authority, agency or other body mentioned in this DPA that Processes Personal Data on behalf of the Controller.

"Standard Contractual Clauses" means the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021. Any reference made to the Standard Contractual Clauses shall refer to the Standard Contractual Clauses, which includes the parties' selection on certain Modules and optional clauses as well as Appendix I to III in this DPA. In addition, the parties agree that the use of Subprocessors shall be governed by Clause 9, Option 1 of the Standard Contractual Clauses.

"Subprocessor" means a natural person or legal entity in a contractual relationship with the Processor, who processes Personal Data as a subcontractor of the Processor as part of performing Services for the Controller.

3. Scope of processing and processing activities

Pursuant to this DPA such Personal Data is processed, for which the Controller acts as the sole data controller.

The Processor Processes Personal Data (i) in accordance with Data Protection Laws and the terms of this DPA to fulfill the obligations described in the Agreement; and (ii) in compliance with the written instructions given by the Controller from time to time, unless otherwise required by the Data Protection Laws applicable to the Processor. The Processor may not process Personal Data for any of its own purposes or hand it over to third parties, unless this DPA allows it. The Processor must notify the Controller if it considers or suspects that the Controller's written instructions violate the Data Protection Laws. Unless otherwise stipulated in this DPA or its appendices, the Processor may Process Personal Data only for the duration of the Agreement.

The Controller (i) undertakes to comply with the obligations in accordance with the Data Protection Laws applicable to it in the Processing of Personal Data; and (ii) is responsible for the fact that it, as the sole data controller, has the right to Process Personal Data and that it has fulfilled its obligation to inform the Data Subjects and/or received (or will receive) all the consents required by the applicable Data Protection Laws from the Data Subjects for the Processor to Process Personal Data on behalf of the Controller in accordance with this DPA.

More detailed information about the Processing, such as the nature of the processing, types of Personal Data and groups of Data Subjects, are described in **Appendix 1**. The appendix can be updated if changes occur in the Processing.

However, the Controller acknowledges and accepts that as part of providing the Services to the Controller, the Processor has the right to use information related to the operation, support or use of the Service or obtained in connection with it for its legal and legitimate internal business purposes, such as (i) invoicing the Service based on usage or number of users, (ii) delivery of the Service and for managing the provision thereof, (iii) for the functional and technical development of the Service, (iv) for compliance with applicable laws (including responding to official

requests), (v) for ensuring the security of the Service, and (vi) for preventing fraud and abuse or reducing risks. To the extent that such information is Personal Data, the undertakes that: (a) it will process such Personal Data in accordance with the applicable Data Protection Laws and only for purposes that are compatible with the objectives described in this section; and (b) it does not use such Personal Data for any other purpose or disclose it to third parties, unless it has first anonymized the data so that the Controller or no other person or entity can be identified from the data.

4. Subcontractors and subprocessors

The Processor has the right to use Subprocessors in the Processing. Upon request, the Processor must provide the Controller with more information about the Subprocessors it uses. If the Processor plans to make essential changes, additions or removals to the Subprocessors it uses, it agrees to notify the Controller of such. The Controller has the right to prohibit the use of a specific Subprocessor for a justified reason. If the Controller prohibits the use of a particular Subprocessor and it is not reasonably possible to transfer the tasks of that Subprocessor to anyone else, including to the Processor, the Processor has the right to terminate the DPA and end the Processing. The Controller is not entitled to any compensation solely on the basis that the Processing ends and the DPA has been terminated due to the Controller prohibiting the use of a specific Subprocessor.

The Processor must enter into a written agreement with each Subprocessor, which contains the terms and conditions required by the Data Protection Laws and essentially similar types of obligations as the Processor has under this DPA. The Processor is responsible for the Subprocessors it uses, just as it is for its own actions.

5. Data security

The Processor must implement appropriate technical, physical and organizational measures to ensure a high level of security in the Processing of Personal Data by the Processor and to protect Personal Data from unauthorized or illegal processing and from unintentional loss, destruction, damage, change or transfer. When evaluating the necessary measures to guarantee the level of security, the instructions of the Controller, the latest technology and implementation costs, the nature, scope, context and purposes of the Processing, as well as the risks to the rights and freedoms of natural persons, which vary in probability and severity, must be taken into account.

Applicable measures may be, for example: (i) pseudonymization and encryption of personal data; (ii) the ability to guarantee the continuous confidentiality, integrity, availability and fault tolerance of the systems and services; (iii) the ability to quickly restore the availability of Personal Data and access to Personal Data in the event of a physical or technical failure; and (iv) the procedure for regularly testing, examining and evaluating the effectiveness of technical and organizational measures to ensure the security of the Processing. The Processor must take measures to ensure that every natural person working under the Processor who has access to Personal Data processes it only in accordance

with the instructions of the Controller, unless otherwise required by applicable Data Protection legislation. The Processor is responsible, in accordance with its own policies, for taking backups of the data and files of the Controller in its possession and for checking their functionality.

Without limiting the requirements and obligations described above, the Processor must always implement at least the technical and organizational information security measures which essentially correspond to the measures described in **Appendix 2**.

6. Confidentiality

The Processor must ensure, to the extent reasonably possible, that only those persons acting on its behalf who have a need to access the information in order to fulfill the purpose of this DPA have access to the Personal Data, and that the persons who have the right to process the Personal Data are committed to complying with the obligation of confidentiality or are subject to the appropriate statutory obligation of confidentiality.

7. International data transfers

7.1 Transfers allowed

The processor may transfer to a country outside the European Union or the European Economic Area. The processor must always comply with the conditions and requirements of the Data Protection Laws when transferring data to countries outside the European Union or the European Economic Area, such as using standard contract clauses published by the EU Commission applicable to data transfer.

7.2 Processors in the EEA and the Controller outside the EEA

If the Processor is located inside the EEA and the Controller outside the EEA, the transfer of Personal Data shall be governed by Module 4 of the Standard Contractual Clauses which are incorporated herein by reference and form an integral part of the DPA. The Controller enters into the Standard Contractual Clauses as "data importer" and Processor as "data exporter".

For the purposes of the Standard Contractual Clauses:

I. the module four shall apply;

II. the optional docking clause, Clause 7, shall apply;

III. in Clause 11, the optional language is to be deleted;

IV. in Clause 17, the substantive laws of Finland shall apply;

V. in Clause 18, disputes shall be resolved before the district court of Helsinki, Finland; and

VI. the Annexes of the Standard Contractual Clauses shall be populated with the information set out in the DPA, including its appendices.

VII. If and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement or the DPA

regarding the transfer of Personal Data from Controller to Processor, the Standard Contractual Clauses shall prevail to the extent of such conflict.

If the Processor is located within the EEA and commissions a Subprocessor located outside the EEA, the Processor shall enter into the Standard Contractual Clauses (Module 3) with such Subprocessor. Any further onward transfer of Personal Data must comply with the applicable Module of the Standard Contractual Clauses.

8. Personal data breaches and reporting obligations

The Processor must notify the Controller of all real or suspected Personal Data breaches without undue delay after becoming aware of the breach.

The Processor must provide the Controller with all available information about the Personal Data Breach, which the Controller may need to fulfill its own investigation and reporting obligations. The Processor can later supplement the information if it does not have comprehensive information about the violation immediately available. The Processor must otherwise assist and cooperate with the Controller in the investigation of the Personal Data Breach and in possible matters related to notifications to authorities and interested parties. The Processor must also take the necessary reasonable follow-up measures to mitigate the adverse effects of the Personal Data Breach, repair the violation or breach that has occurred, and prevent future violations. The Processor may not comment on the Personal Data Breach to third parties, especially media representatives, without express written consent and instructions from the Controller, unless otherwise required by Data Protection Laws.

Unless otherwise required by the Data Protection Laws or the order of the competent authority, the Controller makes the final decision at its own discretion on whether the Personal Data Breach must be notified to the authorities or other parties involved, and on the possible way to make such notifications. If the Processor reports a Personal Data Breach to the authorities or other interested parties, they must be approved in advance by the Controller.

9. Documentation and auditing rights

A party has the obligation to make available to the other party all the required information and documents that are necessary for demonstrating compliance with this DPA and the Data Protection Laws.

At the request of the Controller, the Processor must also allow audits of the Processing, Services, information security measures and the Processor's information systems and processes, and participate at reasonable intervals to such audits for the purpose of ensuring compliance with this DPA and the Data Protection Laws. Such audits may be carried out no more than once a year, unless there is a justified reason to assume that the Processor does not comply with the DPA or the Data Protection Laws. Audits may also include visits to the Processor's offices or other physical premises. The audit is carried out during normal working hours

and in such a way that it does not unnecessarily disturb the Processor's operations. Each party is responsible for its own costs related to the audit. The Processor must be notified of planned audits at least fifteen (15) days before the intended audit. Information about the Processor's activities obtained by the Controller during the audit is confidential.

10. Assisting the Controller

The Processor must, at the request and expense of the Controller, reasonably assist the Controller in complying with the obligations data controllers have in accordance with the Data Protection Laws. The duty to assist applies in particular to the following matters:

10.1 Access to Personal Data

Insofar as the Personal Data is not available directly through the Services, the Processor shall, upon request, provide the Controller with the data in question. If the information is available in electronic form, it must also be delivered to the Controller in that form.

10.2 Fulfillment of Data Subjects' rights and requests from the supervisory authority

The Processor must notify the Controller without delay: (i) of all requests, complaints or notifications made by the supervisory authority or other competent authority; and (ii) from any requests received directly from the Data Subject, related to the fulfillment of the data subject's rights. The Processor may respond directly to the request only if the Controller has given permission and instructions to do so in advance. If the Controller so requests, the Processor must reasonably assist the Controller in responding to official requests and in fulfilling the data subject's rights according to the Data Protection Legislation.

10.3 Data protection impact assessment

If the Processor becomes aware that the planned Processing would cause a high risk in terms of the rights and freedoms of a natural person, it must inform the Controller of this and, if necessary, assist the Controller in carrying out an impact assessment regarding data protection.

10.4 Correction, deletion and restriction of Personal Data

The Processor must either (i) offer the possibility to correct, delete or limit the processing of Personal Data through the functions of the Service or (ii) correct, delete or limit the processing of Personal Data in accordance with the instructions of the Controller.

11. Term and termination

11.1 Entry into force and termination

Unless otherwise agreed, this DPA enters into force at the same time as the Agreement and remains valid as long as the Processor Processes the Controller's Personal Data in connection with the provision of its Services. Regardless of the termination of the DPA, the provisions of the DPA, which are of such a nature that they are

intended to remain in force regardless of the termination of the Agreement, remain in effect regardless of the termination of the DPA.

11.2 Returning or deleting Personal Data at the end of Processing

Upon termination of the DPA, the Processor must, at the Controller's choice, either delete all Personal Data Processed on behalf of the Controller or, alternatively, return all Personal Data to the Controller and delete existing copies, unless the Data Protection Laws require retention of Personal Data. In that case, the Processor has the right to keep the Personal Data in accordance with the requirements of the law, without otherwise continuing the Processing of the Personal Data and still complying with the confidentiality obligations described in this DPA. The return or deletion of personal data must be carried out without undue delay after the Controller's request. If the Controller has not given any instructions regarding the deletion or return of Personal Data, the Processor may on its own initiative delete the Personal Data in its possession when twelve (12) months have passed from the end of the DPA. The Processor must return the Personal Data in a commonly used, data-secure electronic format or in another format agreed upon by the parties.

12. Other terms

12.1 Changes

All changes to this DPA must be agreed in writing between the parties. For the sake of clarity, it is stated that the written instructions given by the Controller from time to time to carry out the Processing of Personal Data are not considered to be changes to this DPA.

12.2 Responsibilities and liability

If the Data Subject suffers damage due to a violation of the Data Protection Laws, the responsibility of the Controller and the Processor for the damage is determined in accordance with Article 82 of the EU General Data Protection Regulation (2016/679). Each party is responsible for possible administrative fines imposed by the supervisory authority on the basis of a violation of the Data Protection Laws. A party's liability for damages to the other party based on a breach of contract of this DPA is a total maximum amount that corresponds to the VAT-free service fees paid on the basis of the Agreement for the six (6) months preceding the submission of the first claim for damages. In other respects, the terms of limitation of liability that may be contained in the Agreement between the parties or its appendices also apply to this DPA. Unless otherwise expressly stated herein, a party is not liable to the other for any indirect, consequential, incidental, special or punitive damages (including any damages for business interruption and loss of use, data, sales, revenue or profit), which are specifically excluded.

12.3 Applicable law and dispute resolution

Regarding the applicable law and the resolution of disputes, the terms of the Agreement between the parties are followed, unless

the Data Protection Laws states otherwise. If the Agreement does not state applicable law or contain dispute resolution terms, the DPA shall be governed by the substantive laws of the Processor's domicile.

13. Appendices

This DPA consists of this document and the attachments listed below:

- Appendix 1: Description of processing operations
 - Appendix 2: Technical and organizational information security measures
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Appendix 1 to DPA (and where applicable, to Standard Contractual Clauses)

Description of processing operations

A. The parties' contact persons	
Data exporter	Name: Beamex Oy Ab Address: Ristisuonraitti 10, 68600 Pietarsaari, FINLAND Activities relevant to the data transferred under these Clauses: Beamex is a technology company manufacturing and providing calibration equipment, software and related services and support to its industrial customers. The data importer provides services for Beamex.. Role (controller/processor): Processor
Data importer	Name and address: As specified in the commercial agreement Activities relevant to the data transferred under these Clauses: Beamex customer for calibration equipment, software and services Role (controller/processor): Controller
B. Description of the processing operations performed by the Processor	
Categories of Data Subjects whose personal data is processed:	Primarily calibration technicians and their supervisors as well as other users of Beamex equipment and software.
Categories of Personal Data to be Processed:	Name, position, email address, data from performed calibrations and other data.
Nature of the Processing:	Storing personal data relating to performed calibrations.
Purpose for which personal data is processed on behalf of the controller:	Use of Beamex calibration equipment, systems and software.
The frequency of the transfer / processing:	One-off basis primarily.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Term of the agreement.
C. Competent supervisory authority	
Finland:	Office of the Data Protection Ombudsman (Tietosuojavaltuutetun toimisto) Street address: Lintulahdenkuja 4, 00530 Helsinki Postal address: PL 800, 00531 Helsinki, Finland Switchboard: +358 29 566 6700 Registry: +358 29 566 6768 www.tietosuoja.fi

Appendix 2 to DPA (and where applicable, to Standard Contractual Clauses)

Technical and organizational information security measures

A description of the technical and organizational measures that the Processor must implement in addition to the general obligations mentioned in the DPA to ensure an appropriate level of data security.

Area	Plans and practices
Premises and physical security	Access to premises. The Processor limits access to its premises with personal ID cards (RFID). Access rights to different areas within the premises are granted based on rights defined by the management and supervisors. Certain special areas may have enhanced measures of protection and access control. Guests have access only to public premises (lobby, cafeteria, restrooms) and move in the Processor's premises only with a host. Alarm systems and guarding of facilities. Guarding of premises is outsourced to a professional security company. The premises have industry standard alarm systems, including alarms for unauthorized access, laboratory condition monitoring, cooling/temperature of the ICT data centers, air conditioning system alarms and fire alarm systems. The company's Manager of Technical Services is responsible for the technical maintenance of the access monitoring and alarm systems. The employees have been trained or have available instructions on how to operate in various alarm or crisis situations, certain situations may be practiced on a regular basis.
Personnel, organization and information security management	Personnel security. Employment agreements signed with employees contain an industry standard confidentiality clause. In certain special situations additional confidentiality agreements may be signed (e.g. specific projects and/or information). The employees are also required to follow any guidelines or policies the Processor may have, including without limitation those relating to business ethics, privacy and information security. Training and guidelines. A compulsory information security training is part of every new employee's onboarding program. Additional general or specific information security training is organized for the employees from time to time. Management, supervisors, system owners, access control and other responsible persons are trained for contents of the Processor's information security policy and its future revisions. Many of such persons also participate in risk management and business continuity planning reviews, training and/or exercises. Specific guidelines for employees may exist in various areas, such as work email, remote access and remote work, tools and software as well as managing files, documents and records. Management, monitoring, reviews and audits. The assessment of information security and business continuity risks is part of the company's quality system audits. Separate risk assessments, inspections and development plans are made on the basis of findings, identified risks and always in connection with new development projects or planning system/facilities/process changes. External experts, peer reviews or audits are utilized when possible or necessary for the assessment of the technical information security level. The company's ICT function manages the framework for information security and is responsible for many practical and technical information security measures. ICT is represented in the company's management team.
Business continuity	The Processor maintains plans and measures for business continuity and disaster recovery.
Third parties, subcontractors, processors and subprocessors	Background and contracts. Background of third parties, subcontractors and subprocessors is checked as considered appropriate and necessary before entering into a business relationship. Third party partners are contractually bound by confidentiality obligations. Written data processing agreements (or annexes) are concluded with such partners that are considered as data processors or subprocessors of the Processor. If and when relevant, training or instructions may be provided to third parties employed by the Processor on topics relating also to information security. IT procurement. Computers, mobile devices, systems and software are procured primarily by the IT function. License information is registered and stored by the IT as well.

Data, servers and networks	Access control and authentication. The Processor uses industry standard measures to authenticate persons and users, limit access (as well as to prevent unauthorized access) to systems, software, files and data. Two-factor authentication is primarily required when logging into the network from a remote connection. The aim is to primarily use domain single sign-on in the applications. Passwords must be at least 8 characters long, but 14-character strong passwords containing special characters, numbers and capital letters are preferred. Access to certain files may also be restricted to system, folder, and document-specific access right restriction. Email. Guidelines to email communications exist. Special email security issues need to be considered when sending or receiving confidential information. The connection between the email server and terminal device (computer, telephone, tablet, etc.) is encrypted. Files and databases. Various practices are in place for storing data in the cloud. Saving important data to a local computer hard drive is not recommended. Servers and systems in the Processor's own on-premises are used for saving sensitive or highly confidential information. Separate guidelines and practices exist for storing and managing records requiring filing and archiving or version and lifecycle management. Sharefile is the primary tool for delivering confidential information to third parties in a secure way. Microsoft Office365 is widely used for storing and sharing especially such documents that are used in teamwork (excluding very sensitive or highly confidential information). Remote connections. Supervisors define the need for devices, software and remote connections for mobile work. Secure client VPN or Citrix/XenApp with two-factor authentications required for remote work. Mobile devices are password/code protected and when applicable, MDM controlled. Separate policies may exist for mobile work and storing files and records in the cloud. Networks, servers and IT infrastructure. Data networks are segmented into separate sub/virtual networks. Appropriate tools and/or services are used for their traffic monitoring, prevention of penetration and observation as well as AV monitoring. Certain data connections and critical network edge components are duplicated. The aim is to arrange either duplication or a back-up device for all the critical components to mitigate so-called single point of failure (SPOF) risks in data networks, servers, storages and other critical systems. An own storage is maintained for critical device spare parts and components. The electricity supply for certain critical systems and devices are backed up by an uninterrupted electricity supply (UPS) system. High Availability (HA) storage systems, storage mirroring or some other fault-tolerant systems considered for critical information systems may be used. Regular image/system back-ups are performed on virtual servers, production systems and some other computers in critical use, in accordance with the applicable standard operating procedure. System back-ups are implemented in other objects according to case-specific consideration and risk assessment. Back-up policy. The Processor has various back-up plans and measures for the purpose of data and systems recovery. The plans and measures may vary depending on the importance of the data and system. The Processor has a separate standard operating procedure for backups of data and information systems. Malicious software. The Processor maintains firewalls as well as antivirus, anti-malware, spam filtering and other similar technical measures to detect, prevent and protect against external cyber attacks, unauthorized access and installation of malicious software to its data, systems, networks and devices.
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