These Artificial Intelligence Terms and Conditions ("AI Terms") are entered into by and between **Tractian Technologies Inc**., a corporation incorporated and existing under the laws of the State of Georgia, USA, with its principal place of business at 201 17th Street NW, 2nd Floor, Atlanta, GA, 30363, USA ("Tractian") ("Tractian"), and the individual and their employing company who accept these Terms by clicking "Agree" or otherwise accepting them upon registering on the maintenance management platform ("CMMS"), the overall equipment effectiveness platform ("OEE"), or the asset monitoring module provided through hardware devices ("Monitoring").

These AI Terms govern the usability of the artificial intelligence features made available within the Platform. By registering on the platform, the user agrees to and undertakes to comply with these Terms and acknowledges responsibility for any improper or unauthorized use of the Platform's artificial intelligence tool.

1. Definitions

1.1. "**Platform**" means the digital environment made available by Tractian for maintenance management, overall equipment effectiveness control, and asset monitoring, accessible through the website or mobile application, which consolidates tools, features, systems, and content used for the provision of Tractian's services. The Platform includes, in an integrated manner, its user interface, database, source code, technological infrastructure, administrative dashboards, and all other components necessary for its operation.

1.2. "**Company**" means the legal entity that contracts the products and services offered by Tractian, and which authorizes the User to access and use the Platform in connection with their professional activities.

1.3. "**User**" means the individual, aged 18 or older, who is necessarily an employee and/or a hired third party of the Company contracting Tractian's services, and who is granted a time-limited license to use the Platform as established in the Agreement.

1.4. "**AI Tool**" means the set of artificial intelligence–based resources integrated into the Platform, designed to analyze operational and sensor data such as vibration, temperature, and other monitored asset parameters. The AI Tool is also capable of interpreting documents and voice messages, auto-filling information, generating reports, checklists, and recommendations based on processed data. These resources use machine-learning models to identify patterns,

predict failures, and support maintenance decisions, without replacing the User's analysis or technical responsibility.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person, provided by the Users on the Platform, including but not limited to name, email, phone number, company, job title, and identification document, in accordance with Data Protection Laws.

1.6. "**Confidential Data**" means technical, industrial, commercial, strategic, operational, or financial information, including asset data, machinery parameters, production process characteristics, operational patterns, incidents, failures, and any content entered into the Platform that is confidential, proprietary, or sensitive to the Company.

1.7. "**Anonymized Data**" means data processed in such a manner that it does not allow the direct or indirect identification of any natural person or legal entity, used exclusively for statistical, comparative, or AI model-improvement purposes, with no possibility of re-identification.

1.8. "**Assets**" means machines, equipment, production lines, and any other goods or structures monitored or registered on the Platform.

1.9. "**Content**" means any data, information, document, file, text, image, audio, video, voice message, report, technical parameter, operational record, manual, note, work order, asset information, maintenance data, comments, inputs, or other materials of any nature inserted, submitted, made available, or uploaded by the User to the Platform, regardless of format or technology used. Content may include Personal Data, Confidential Data, corporate information and technical information related to monitored Assets.

1.10. "**Data Protection Laws**" means the laws governing the Processing of Personal Data with the purpose of protecting individuals' privacy and rights, including but not limited to the European Union General Data Protection Regulation (GDPR), the Brazilian General Data Protection Law (LGPD), the California Consumer Privacy Act (CCPA), and the Mexican Federal Law on the Protection of Personal Data Held by Private Parties (LFPDPPP).

1.11. "**Processing of Personal Data**" means any operation performed on Personal Data, such as collection, production, receipt, classification, use, access, reproduction, transmission, distribution, processing, filing, storage, deletion, evaluation, control, modification, communication, transfer, dissemination, or extraction.

2. Registering on the Platform

2.1. By registering on the Platform, the User declares that they have read, understood, and fully accepted the terms and conditions set forth herein and agrees to comply with them throughout their use of the Platform and its functionalities.

2.2. To fully use the AI Tool, the User must register on the Platform and undertakes to provide true and accurate information 3when submitting their Personal Data.

2.2.1. The User is solely responsible for providing, updating, and ensuring the accuracy of their registration data. Tractian shall not be liable, under any circumstances, for civil or criminal consequences arising from false, incorrect, or incomplete data provided by the Users.

2.3. Tractian reserves the right to use all lawful and reasonable means to identify its Users, as well as to request additional data or documentation that it deems relevant for proper Platform usability.

2.4. The User is fully responsible for safeguarding, maintaining the confidentiality of, and using their access credentials to the Platform, including login and password, and undertakes not to share them with third parties under any circumstances.

2.4.1. Tractian shall not be held liable for unauthorized access, losses, or damages resulting from the misuse of access credentials by the User or by third parties, even if authorized by the User.

2.5. The User undertakes to immediately notify Tractian and the Company, through the contact channels provided on the Platform, of any unauthorized use of their account. The User shall be solely responsible for all operations performed through their account, as access is only possible through credentials exclusively known to them.

2.6. Under no circumstances is the assignment, sale, leasing, or any other form of transfer of the account permitted. Additionally, duplicate registrations or registrations created by individuals whose original accounts were cancelled due to breach of contractual obligations shall not be allowed.

3. AI Tool

3.1. The Platform provides the User with an AI Tool designed to support the analysis, processing, and automated generation of information based on data provided or captured during the use of the system, whether within the CMMS module, the OEE module, or the Monitoring module.

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3.3. Any artificial intelligence functionality considered "generative", that is, capable of generating guidance or reports based on its data sources, may be disabled from the Platform at the Company's sole discretion, without affecting the remaining functionalities of the AI Tool.

3.4. Functionalities within the CMMS module

3.4.1. While using the Platform's CMMS module, the User acknowledges that the AI Tool may:

a) Read, interpret, translate, summarize, and analyze documents, work orders, or reports uploaded by the User to the Platform;
b) Process, interpret, and transcribe voice messages submitted by Users;
c) Automatically complete fields and structured information based on documents and voice messages;
d) Generate checklists, reports, or suggested actions derived from the processed information in order to support the tracking and execution of activities;
e) Generate guidance and recommendations based on a database and content library integrated into the Platform.

3.5. Functionalities within the OEE and Monitoring modules

3.5.1. In cases where the Platform is integrated with sensors, devices, or other physical assets, the AI Tool may:

a) Analyze collected data such as vibration, temperature, and other performance variables;

b) Identify patterns, anomalies, or potential equipment failures;

c) Generate graphical reports and automated alerts regarding asset behavior or failure risk.

3.6. Databases and Library

3.6.1. The AI Tool may access and use public databases, including equipment manuals made available by the manufacturers of the Assets, for the purpose of generating guidance, references, or suggestions related to the use and maintenance of machinery.

3.6.2. The Company and the User acknowledge that such information is for informational purposes only and may contain limitations, outdated content, or automated interpretations. It is the sole responsibility of the User and the Company to verify the accuracy of such information before applying it.

3.6.3. To improve the accuracy and performance of the AI Tool, technical data generated during use of the solution may be utilized in aggregated and anonymized form only, without identifying clients, users, or assets, in order to enhance the efficiency of analyses and failure detection. However, the Company may request, at any time, to opt out of this use. Upon receipt of an opt-out request, Tractian will not use, or will cease using, any type of the Company's data for such model-training or improvement purposes.

3.6.4. The Company acknowledges that exercising the opt-out option may result in reduced accuracy, limited performance, or the unavailability of certain AI-based functionalities of the Platform.

4. User Obligations and Responsabilities

4.1. By using the Platform and the AI Tool, the User agrees to:

a) Input true, complete, and up-to-date data and information into the Platform;

b) Comply with the guidelines, technical procedures, and protocols defined by the Company for carrying out maintenance activities, and not replace or disregard human or

corporate technical instructions based on automated recommendations generated by the AI Tool;

c) Use the Platform and the AI Tool exclusively for technical and operational purposes related to their role within the Company;

d) Not access, modify, copy, decompile, interfere with, or attempt to reverse engineer the Platform's source code, systems, or AI algorithms;

e) Not use the Platform for purposes other than those described herein or those provided for in the Software Licensing Agreement between the Company and Tractian;

f) Not use the Platform for any commercial, illegal, harmful, unethical purpose or in any way that violates third-party rights;

g) Not create a product or service that is similar to or competes with the Platform or the AI Tool;

h) Not share their access credentials or permit unauthorized access to the AI Tool, under penalty of account suspension or termination.

4.2. The User and the Company acknowledge that the proper functioning of the AI Tool depends directly on how it is used and are fully and exclusively responsible for the quality, accuracy, and updating of the data inserted into the Platform.

4.3. Any decision, analysis, action, or omission arising from information provided by the Platform shall be the sole responsibility of the User and the Company, including the adoption of maintenance, inspection, repair, or asset replacement measures.

4.3.1. It shall be the sole responsibility of the User and/or the Company to assess the analyses and reports produced by the AI Tool, interpret their results in light of the specific characteristics of their industrial environment, and apply, under their own technical judgment and risk, the measures they deem appropriate.

4.4. The User declares and acknowledges that all Content uploaded to the Platform is their sole responsibility. The User warrants that they hold all necessary authorizations, licenses, rights, and legal authority to make such Content available on the Platform and assumes full responsibility for any violation of intellectual property rights, trade secrets, confidentiality, privacy, personal data protection, contractual obligations with third parties, or any other applicable rules.

4.5. The User agrees not to upload any Content that is illegal, offensive, discriminatory, confidential to third parties, false, incomplete, harmful, or that may compromise the security,

integrity, or functioning of the Platform. It is strictly prohibited to upload documents containing third-party personal data or sensitive information without a valid legal basis or without the Company's proper authorization.

4.6. Tractian may, at its sole discretion and without any obligation of prior monitoring, remove, restrict, block, or suspend Content that violates these Terms, legal requirements, or applicable policies, without prejudice to any administrative or judicial measures it may pursue. The Company and the User acknowledge that any consequences resulting from the improper submission of Content are their sole and exclusive responsibility, and they release Tractian from any direct, indirect, joint, or subsidiary liability.

5. Tractian's Obligations and Responsabilities

5.1. Tractian, in its capacity as the developer of the AI Tool, undertakes to ensure:

a) the operation, security, and availability of the systems, as defined at https://trust.tractian.com/;
b) the confidentiality, integrity, and protection of all data entered into the Platform, including commercial information (Confidential Data);
c) the confidentiality and protection of Personal Data entered into the Platform, such as name, email address, identification document, and voice data collected for transcription, translation, or automated analysis, in accordance with the Privacy Policy available at https://tractian.com/en/policies/privacy, which forms an integral part of these AI Terms and governs the processing of such information in detail;
d) the availability of the Platform, in accordance with the Hosted Software SLA Policy available at https://tractian.com/en/service-level-agreement;
e) compliance with its obligations set forth in the Software Licensing Agreement or the Master License and Services Agreement available at https://tractian.com/en/master-license.

6. Disclaimers of Liability

6.1. The User and the Company acknowledge and agree that the Platform does not perform any type of decision-making, or execution of human activities, and Tractian shall not be liable for:

· a) defining corrective or preventive measures;

b) executing or prioritizing work orders;

c) completing technical or administrative reports;

d) preparing maintenance documentation;

e) the accuracy, quality, or updating of data inserted or collected;

f) the manner in which the reports, alerts, and information generated by the Platform are used;

g) maintenance-related decisions, actions, or omissions;

h) results arising from the User's own actions or inactions; and

i) any other action dependent on human judgment or physical intervention in assets, machines, or systems.

6.2. Tractian shall not be liable for failures, losses, or damages arising from incorrect interpretations, omissions, decisions, or actions taken based on information generated by the AI Tool. The User must use such information solely as technical support and not as a substitute for human judgment or professional expertise.

7. Intellectual Property

7.1. For the purposes of these AI Terms, all intellectual property rights related to the Platform, the AI Tool, algorithms, models, layouts, trademarks, patents, code, structures, databases, and any other components belong exclusively to Tractian. No license is granted other than what is strictly necessary for the use permitted under these Terms.

7.2. The User and the Company acknowledge that:

a) no information generated by the AI Tool grants any ownership rights over models, outputs, or functionalities;

b) any suggestions, comments, or feedback submitted to Tractian may be used to improve the Platform, without giving rise to any compensation or claim of ownership;

c) reverse engineering, copying, decompiling, database extraction, or the creation of derivative works based on the Platform is prohibited.

8. Personal Data Protection

8.1. Tractian will Process Personal Data exclusively for purposes of registration, authentication, Platform operation, security, technical analysis, auditing, and other circumstances set forth in the Privacy Policy and in the agreement executed with the Company.

8.2. The Processing of Personal Data will fully comply with applicable Data Protection Laws and related regulations, through the adoption of appropriate technical and administrative measures to protect Personal Data against unauthorized access, incidents, and data breaches.

8.3. The User and the Company acknowledge that:

a) they are jointly responsible for the accuracy and updating of the Personal Data submitted;

b) the transcription, summarization, translation, and interpretation of voice messages are part of the Personal Data Processing carried out by the AI Tool;

c) the use of the AI Tool involves automated Processing of Personal Data, limited to the purposes established herein;

d) additional details regarding the Processing of Personal Data may be found in Tractian's Privacy Policy, available at https://tractian.com/en/policies/privacy.

9. Protection of Confidential Data

9.1. Tractian undertakes to adopt technical and administrative measures suitable for protecting Confidential Data inserted into the Platform, including:

a) encryption at rest and in transit;

b) segregated access controls;

c) audit logs;

d) data loss prevention (DLP) mechanisms;

e) secure infrastructure certified according to international standards (ISO 27001, SOC 2, among others).

9.2. Tractian will not use, access, or share Confidential Data for any purpose other than the operation of the Platform, except with the Company's express authorization or as required by law.

9.3. Tractian is prohibited from using data related to the Company's Assets, equipment, or Industrial Processes to train, adjust, or improve AI models, unless such data has been previously anonymized. If the Company chooses to opt out of the use of its anonymized data for model-training or improvement activities, Tractian will refrain from using, or will discontinue the use of, such data for these specific purposes.

9.4. Any confidentiality breach, attempted attack, vulnerability exploitation, or unauthorized access must be reported immediately to Tractian through the contact channel available at https://trust.tractian.com/.

10. Penalties and Misuse of The Platform

10.1. The User and the Company acknowledge that the use of the Platform and the AI Tool must strictly comply with these Terms, the agreement executed between the Company and Tractian, and all applicable technical and security policies. Any breach of the obligations set forth herein, use inconsistent with the authorized purposes, or violation of the Platform's operational rules shall be deemed misuse.

10.2. In the event of misuse, Tractian may, at its sole discretion and whenever necessary to protect the Platform, its data, or its AI models: suspend or block the User's access; restrict functionalities; remove Content that violates these Terms; or request clarifications and corrective measures from the Company. Suspension may occur without prior notice whenever there is a risk to the Platform's security, integrity, confidentiality, or performance.

10.3. The Company shall be fully liable for all direct damages arising from misuse committed by its Users, including costs, losses, security incidents, confidentiality breaches, or operational impacts caused to Tractian or third parties. Tractian may seek reimbursement, compensation, or exercise rights of recourse through administrative or judicial means, as applicable.

11. Governing Law

11.1. The interpretation, validity, and enforcement of these Terms, as well as any contractual or non-contractual obligations arising from or related to them, shall be governed by and construed in accordance with the laws of the State of Georgia. The courts are hereby chosen as the exclusive jurisdiction, and all parties expressly waive any other venue, no matter how privileged, to resolve any disputes arising from these Terms.

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