TERMS & CONDITIONS

Cloud Services Terms

Software-as-a-Service Terms for the Sensorbee Cloud Platform

including Appendix A – Service Levels & Support and Appendix B – Data Processing Agreement

Version	1.0
Effective date	1 June 2026
Replaces	Sensorbee Cloud Software SaaS Agreement – Terms and Conditions (previous edition)
Applies to	All subscriptions to and use of Sensorbee Cloud Services, whether bought directly from Sensorbee or through a distributor
Works with	Sensorbee Hardware Terms of Sale, Version 1.0
Published at	www.sensorbee.com/terms

CERTIFICATIONS

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SUMMARY

Key terms at a glance

> This summary is for convenience only. If anything in it differs from the full Terms that follow, the full Terms apply.

Topic	What applies
Who the Terms apply to	Business customers using Sensorbee Cloud Services, whether bought directly or through a distributor (clauses 2 and 21).
What is included	The Sensorbee Cloud platform: web portal, data storage, alerts by e-mail and SMS, reports, project and device management, APIs, firmware updates and mobile connectivity for your Devices (clause 4).
Subscription	Per Device, for 12 months, starting when the Device is first activated. Renews automatically each year unless cancelled at least 60 days before renewal (clause 5).
Fees	Invoiced annually in advance, 30 days net. Cloud subscriptions and Extended Warranty Plans can share one annual invoice (clause 6).
Your users	You can give your own staff, consultants and clients access to your projects. You are responsible for their use (clause 7).
Your data	You own your measurement data. You can export it at any time, and for 90 days after your Subscription ends (clauses 9 and 14).
Personal data	Sensorbee processes personal data on your behalf under the Data Processing Agreement in Appendix B (clause 10).
Service levels and support	Availability target of 99.5% per month and support on Business Days, with response targets by priority (Appendix A).
Suspension	Only for overdue fees after a reminder, misuse, security threats or legal requirements. Your Devices are never disabled (clause 13).
Liability	No liability for indirect loss. Total liability capped at the fees paid in the previous 12 months (clause 17).
Law and disputes	Swedish law. Linköping District Court (clause 23).

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PART 1

General Terms

1. Definitions and interpretation

1.1 In these Terms the following words have the meanings below:

"Authorised User" means an individual whom the Customer allows to use the Cloud Services under its account, including the Customer's employees and contractors and, under clause 7.2, the Customer's own clients and consultants.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Sweden.

"Cloud Services" means the Sensorbee Cloud platform and related services, including the web portal, data storage, alerts, reports, project, user and device management, APIs, over-the-air Firmware updates and Connectivity, as described in the Documentation.

"Connectivity" means the mobile data connection, including SIM cards and data traffic, that Sensorbee supplies so that Devices can communicate with the Cloud Services.

"Customer" means the legal entity that subscribes to or uses the Cloud Services.

"Customer Data" means the measurement data generated by Devices registered to the Customer's account, and all other data, project information and content that the Customer or its Authorised Users enter into the Cloud Services.

"Device" means a Sensorbee product, or a third-party device supported by Sensorbee, that is registered to the Customer's account.

"Documentation" means the user guides, help pages, API documentation and service descriptions that Sensorbee publishes or supplies for the Cloud Services.

"Firmware" means the software embedded in a Device, including updates.

"Hardware Terms" means the Sensorbee Hardware Terms of Sale in force from time to time, published at www.sensorbee.com/terms.

"Order Confirmation" means Sensorbee's written acceptance of an order, including any special terms in it.

"Subscription" means the Customer's right to use the Cloud Services for a Device, or for an account where so stated, under the plan stated in the Order Confirmation or price list.

"Subscription Term" means the period of a Subscription under clause 5.

"Technical Data" means technical and diagnostic data about Devices and the use of the Cloud Services, such as battery status, signal quality, Firmware version, error logs and usage statistics.

"Terms" means these Cloud Services Terms, including Appendix A and Appendix B.

1.2 Headings are for convenience only. Words such as "including" and "for example" are illustrative. "Written" and "in writing" include e-mail. Terms such as "controller", "processor", "personal data" and "data subject" have the meanings given in the EU General Data Protection Regulation (EU) 2016/679 (GDPR).

2. Scope, acceptance and the Hardware Terms

2.1 These Terms apply to all Subscriptions and all use of the Cloud Services, whether the Subscription is bought directly from Sensorbee or through an authorised distributor.

2.2 The Cloud Services are provided only to businesses and public bodies, not to consumers.

2.3 The Customer accepts these Terms by accepting a Quotation or Order Confirmation, or by creating an account, registering a Device or otherwise using the Cloud Services. The person accepting confirms that they are authorised to bind the Customer.

2.4 These Terms apply to the exclusion of any terms the Customer seeks to impose, including terms in purchase orders or supplier portals.

2.5 The purchase of hardware is governed by the Hardware Terms, and the Cloud Services are governed by these Terms. The two sets of terms are designed to be used together and use the same defined terms where possible. For matters concerning the Cloud Services these Terms prevail, and for matters concerning hardware the Hardware Terms prevail.

2.6 If documents conflict, the following order of precedence applies: (a) special terms in the Order Confirmation; (b) special terms in the Quotation; (c) Appendix B, for matters of personal data; (d) Appendix A, for matters of service levels and support; (e) these general terms (Part 1); (f) the Documentation.

3. Versions, publication and annual review

3.1 The current version of these Terms is published at www.sensorbee.com/terms. Each version shows a version number and an effective date.

3.2 Sensorbee reviews these Terms at least once a year and may publish a new version.

3.3 Each Subscription Term is governed by the version of these Terms in force on the first day of that Subscription Term. A renewed Subscription Term is governed by the version in force on the renewal date.

3.4 Sensorbee will notify the Customer of any material change at least ninety (90) days before the renewal date. If the Customer does not accept the change, it may end the Subscription with effect from the renewal date by giving notice under clause 5.3.

3.5 During a Subscription Term, Sensorbee may change these Terms only where required by law or to protect the security of the Cloud Services, or where the change is not materially adverse to the Customer.

3.6 Previous versions of these Terms are available from Sensorbee on request.

4. The Cloud Services

4.1 Sensorbee shall provide the Cloud Services in accordance with the Documentation and the Subscription plan. Depending on the plan, the Cloud Services include: real-time and historical data display; data download (for example CSV); alerts by e-mail and SMS; automated and scheduled reports; project, user and device management; remote configuration and over-the-air Firmware updates; and access to Sensorbee's REST and push APIs.

4.2 **Connectivity.** Unless otherwise stated in the Order Confirmation, Connectivity is included in the Subscription. SIM cards remain the property of Sensorbee or its network provider and may only be used in the Devices. Sensorbee may change network provider or replace SIM cards. Mobile network coverage, roaming and operator network changes or shutdowns are outside Sensorbee's control. Connectivity is provided for normal Device operation, and Sensorbee may charge for data traffic caused by misuse.

4.3 **SMS alerts.** SMS alerts are included subject to fair use for monitoring purposes. If volumes are clearly excessive, Sensorbee will first contact the Customer and may then charge for additional SMS according to its price list.

4.4 **APIs and integrations.** The Customer may connect its own systems through the APIs in accordance with the Documentation, including any rate limits. Sensorbee is not responsible for third-party systems that send data to or receive data from the Cloud Services.

4.5 **Third-party devices.** Third-party devices are supported only as stated in the Documentation or the Order Confirmation.

4.6 **Private deployment.** Hosting of Sensorbee software on servers controlled by the Customer is available only under a separate written agreement.

4.7 The Customer is responsible for its own internet access, computers, browsers and other systems used to access the Cloud Services.

5. Subscriptions, term and annual renewal

5.1 Subscriptions are per Device unless the Order Confirmation states otherwise (for example an account-level plan).

5.2 A Subscription starts on the start date in the Order Confirmation or, if none is stated, on the date the Device is first activated on the Cloud Services. The first Subscription Term runs for twelve (12) months unless the Order Confirmation states otherwise.

5.3 Each Subscription renews automatically for further twelve (12)-month terms unless either party gives written notice at least sixty (60) days before the end of the current Subscription Term.

5.4 On request, Sensorbee will align the Customer's Subscriptions to one common annual renewal date, with fees for the first period adjusted pro rata. Extended Warranty Plans under the Hardware Terms can be aligned to the same date, so that the Customer receives one annual invoice.

5.5 Devices added during a Subscription Term can be co-termed with the Customer's common renewal date, with fees charged pro rata.

5.6 The Customer may move Devices freely between its own projects. If a Device is sold or transferred to another customer, the Subscription may be transferred with it on written notice to Sensorbee.

5.7 Fees are not refunded if the Customer stops using a Device or deactivates it during a Subscription Term, except as stated in clauses 14.5 and 16.1 and in Appendix B, section B4.

5.8 Trial, demonstration or beta access is provided free of charge, as is and without service levels, and may be ended by Sensorbee at any time.

6. Fees, invoicing and payment

6.1 Fees are those stated in the Order Confirmation or, if none are stated, those in Sensorbee's price list in force on the first day of the Subscription Term. Fees are in euros (EUR) unless otherwise stated and exclude VAT and other taxes.

6.2 Fees are invoiced annually in advance at the start of each Subscription Term unless otherwise agreed.

6.3 Payment is due thirty (30) days net from the invoice date, without set-off or deduction. On late payment, Sensorbee is entitled to interest under section 6 of the Swedish Interest Act (räntelagen,

1975:635), statutory reminder fees, and compensation for collection costs under the Swedish Act on Compensation for Debt Collection Costs (lag (1981:739) om ersättning för inkassokostnader m.m.).

6.4 Sensorbee will give at least ninety (90) days' notice of any price change before it applies to a renewal.

6.5 Additional services, such as custom reports, integrations, data import, private deployment, on-site support and training, are charged separately unless included in the Order Confirmation.

6.6 For customers within the EU, the Customer shall provide a valid VAT number so that the reverse-charge rules can be applied.

7. Accounts, Authorised Users and security

7.1 The Customer shall appoint at least one account administrator. The Customer is responsible for creating, managing and promptly removing Authorised Users.

7.2 The Customer may give its own clients and consultants (for example a contractor renting monitoring equipment from the Customer, or an environmental consultant) access to the Customer's projects as Authorised Users. The Customer remains responsible for these users and shall ensure that they comply with these Terms.

7.3 User names, passwords and API keys are personal and must be kept confidential. The Customer is responsible for all activity under its account and shall notify Sensorbee without delay of any loss of credentials or suspected unauthorised use.

7.4 Sensorbee may require reasonable security measures, such as password rules or multi-factor authentication, and may block credentials that it reasonably believes are compromised.

8. Acceptable use

The Customer shall not, and shall ensure that its Authorised Users do not:

(a) use the Cloud Services unlawfully or in a way that infringes the rights of others;

(b) attempt to gain unauthorised access to the Cloud Services or other customers' data, or probe, scan or test their vulnerability without Sensorbee's written consent;

(c) introduce malicious code, or interfere with or place an unreasonable load on the Cloud Services, for example by exceeding API rate limits;

(d) copy, modify, decompile or reverse engineer the Cloud Services or Firmware, except to the extent mandatory law allows;

(e) resell, sublicense or make the Cloud Services available to third parties as a service, except to Authorised Users under clause 7.2 or as agreed in writing with Sensorbee;

(f) use the Cloud Services to develop a competing product, or publish benchmark results without Sensorbee's written consent; or

(g) use SIM cards or Connectivity for any purpose other than operating the Devices.

9. Customer Data

9.1 As between the parties, the Customer owns the Customer Data.

9.2 The Customer grants Sensorbee a non-exclusive, royalty-free licence to host, store, process, transmit and display the Customer Data as needed to provide, secure and support the Cloud Services and to perform these Terms.

9.3 Sensorbee may collect and use Technical Data to operate, support, secure and improve its products and the Cloud Services, and to handle warranty claims.

9.4 Sensorbee may use measurement data in aggregated and anonymised form, which does not identify the Customer or its sites, to develop and improve its products, algorithms and calibration methods.

9.5 Sensorbee will not sell Customer Data and will not disclose it to third parties except to its sub-processors, as required by law, or with the Customer's consent.

9.6 Customer Data is stored for as long as the Subscription for the relevant Device or account is active, and is then handled under clause 14.

9.7 Measurement data is processed using Sensorbee's algorithms, calibration factors and corrections. Sensorbee may reprocess historical data when it improves an algorithm or corrects a calibration. Sensorbee will inform affected customers in writing of calibration or algorithm changes that materially alter reported values.

9.8 The Customer is responsible for the Customer Data it enters, for the lawful placement and use of its Devices, and for keeping its own copies of data and reports that it must retain for regulatory or contractual purposes. Backups under Appendix A, section A9 are for system recovery and are not an archive service.

9.9 Alerts, thresholds and notifications are information tools. They are not a safety, warning or life-protection system and must not be the sole basis for decisions that protect people, property or the environment. Delivery of e-mail and SMS alerts depends on third-party networks and cannot be guaranteed.

10. Personal data

10.1 When Sensorbee processes personal data on the Customer's behalf in providing the Cloud Services, the Customer is the controller, Sensorbee is the processor, and the Data Processing Agreement in Appendix B applies.

10.2 Sensorbee is the controller for personal data it processes to manage the customer relationship, such as contact details for invoicing, contract administration and service communications. This processing is described in Sensorbee's privacy notice, published at www.sensorbee.com/terms.

10.3 The Customer is responsible for having a lawful basis for the personal data it enters into the Cloud Services and for informing its Authorised Users and other data subjects.

11. Updates and changes to the Cloud Services

11.1 Sensorbee develops the Cloud Services continuously and may add, change or remove features. During a Subscription Term Sensorbee will not materially reduce the core functionality of the Customer's Subscription, meaning the collection, storage, display and download of data from the Devices and the sending of alerts.

11.2 The Customer shall accept updates, security patches and over-the-air Firmware updates that Sensorbee makes available. Sensorbee is not responsible for problems caused by the Customer preventing such updates.

11.3 New optional features may be offered at an additional fee. Using them is subject to any specific terms stated when they are offered.

11.4 Sensorbee will give at least twenty-four (24) months' written notice before it ends Cloud Services support for a Device model. If support ends during a Subscription Term, Sensorbee will refund the prepaid fees for the remainder of that term.

12. Service levels and support

12.1 Sensorbee provides the Cloud Services and support in accordance with the service levels in Appendix A.

12.2 The service credits in Appendix A, section A7 are the Customer's sole financial remedy for failure to meet the availability target, without affecting the Customer's right to terminate under clause 14.2.

12.3 Faults in Devices are handled under the warranty and RMA procedure in the Hardware Terms.

13. Suspension

13.1 Sensorbee may suspend all or part of the Cloud Services for the Customer: (a) if fees are overdue and remain unpaid fourteen (14) days after a written reminder; (b) in case of a breach of clause 8; (c) where needed to prevent a security threat or harm to the Cloud Services or other customers; or (d) where required by law or an authority.

13.2 Any suspension shall be proportionate. Sensorbee will give prior notice where practicable and restore the Cloud Services promptly once the cause has been removed.

13.3 Suspension affects only the Cloud Services; Sensorbee never disables the Customer's hardware. During suspension, data transmission and access may be blocked, and Devices retain data only within the limits of their internal memory as described in the Documentation.

13.4 Suspension does not relieve the Customer of its obligation to pay fees.

14. End of a Subscription and data export

14.1 A Subscription ends at the end of its Subscription Term if either party has given notice under clause 5.3.

14.2 Either party may terminate a Subscription with immediate effect by written notice if the other party materially breaches these Terms and does not remedy the breach within thirty (30) days of written notice, or if the other party becomes insolvent, enters into composition with creditors, is subject to bankruptcy, reconstruction or liquidation proceedings, or ceases business.

14.3 When a Subscription ends, access to the Cloud Services for the Device ends and its Connectivity is deactivated. The Device remains the Customer's property and can be reactivated later under a new Subscription at the fees then in force.

14.4 For ninety (90) days after a Subscription ends, the Customer may download or request an export of its Customer Data in a standard format (for example CSV). After this period Sensorbee will delete the Customer Data within a further ninety (90) days, except copies in backups that are overwritten in the normal backup cycle, data Sensorbee must keep by law, and aggregated and anonymised data under clause 9.4.

14.5 If the Customer terminates for Sensorbee's breach under clause 14.2, Sensorbee will refund prepaid fees for the remainder of the Subscription Term.

14.6 Clauses that by their nature should survive (including clauses 6, 9, 14, 15, 17, 18, 19 and 23) remain in force after a Subscription ends.

15. Intellectual property and licence

15.1 Sensorbee (or its licensors) owns all intellectual property rights in the Cloud Services, software, algorithms, Documentation and all improvements to them. No rights are transferred to the Customer other than those expressly granted in these Terms.

15.2 During the Subscription Term, Sensorbee grants the Customer a non-exclusive, non-transferable right to access and use the Cloud Services for its business purposes, including providing monitoring services to its own clients under clause 7.2.

15.3 The Customer may freely use, copy and share the reports, graphs and data exports it generates from the Cloud Services, including with authorities and its clients. Sensorbee branding on reports shall not be removed.

15.4 Sensorbee may use suggestions and feedback from the Customer to improve its products without obligation.

15.5 Sensorbee shall defend the Customer against any third-party claim that the Cloud Services, used in accordance with these Terms, infringe a patent, copyright or trademark in the EU/EEA, the United Kingdom or Switzerland. Sensorbee shall pay damages and costs finally awarded against the Customer, provided that the Customer notifies Sensorbee promptly in writing, gives Sensorbee sole control of the defence and settlement, and gives reasonable assistance at Sensorbee's cost. This does not apply to claims arising from Customer Data, third-party systems, or combination with items not supplied by Sensorbee. If a claim is made or likely, Sensorbee may obtain the right for the Customer to continue using the Cloud Services, modify them so they no longer infringe, or end the affected Subscription and refund prepaid fees for the remainder of the term. This clause states Sensorbee's entire liability for infringement.

16. Warranties and disclaimers

16.1 Sensorbee warrants that the Cloud Services will perform materially in accordance with the Documentation and will be provided with reasonable skill and care. If they do not, Sensorbee shall correct the non-conformity within a reasonable time. If Sensorbee cannot do so, the Customer may end the affected Subscription and receive a refund of prepaid fees for the remainder of the Subscription Term.

16.2 Sensorbee does not warrant that the Cloud Services will be uninterrupted or error-free, or that data will be transmitted without delay over the internet or mobile networks.

16.3 Unless expressly stated in the Order Confirmation, Sensorbee does not warrant that data or reports are suitable for any particular regulatory, legal or contractual purpose. The Customer is responsible for checking that its use meets the requirements that apply to it.

16.4 The warranties in these Terms are exclusive and replace all other warranties and conditions, whether express or implied by law, to the extent permitted by law.

17. Limitation of liability

17.1 Sensorbee is not liable for any indirect or consequential loss, including: loss of profit, revenue, production, business, contracts or goodwill; loss of anticipated savings; regulatory fines, penalties or stop-work orders; delays to construction or other projects; costs of substitute monitoring; or liability to third parties (except under clause 15.5).

17.2 If Customer Data is lost or corrupted through Sensorbee's fault, Sensorbee's sole obligation is to use reasonable efforts to restore it from the most recent backup.

17.3 Sensorbee's total liability arising under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, is limited to the fees paid by the Customer for the Cloud Services in the twelve (12) months before the event giving rise to the claim.

17.4 The limitations in this clause 17 do not apply to liability for death or personal injury caused by negligence, to fraud, to gross negligence or wilful misconduct, or to any other liability that cannot be limited by law.

17.5 Any claim must be notified in writing within a reasonable time, and no claim may be brought later than one (1) year after the event giving rise to it.

18. Indemnities

18.1 The Customer shall indemnify Sensorbee against third-party claims arising from: (a) the use of the Cloud Services by the Customer or its Authorised Users; (b) the Customer Data; (c) the Customer's breach of these Terms or of applicable law; or (d) a dispute between the Customer and its clients or Authorised Users, except to the extent the claim is caused by Sensorbee's breach of these Terms.

19. Confidentiality and publicity

19.1 Each party shall keep confidential all non-public information received from the other party, including prices, commercial terms, Customer Data and technical information about the Cloud Services, and use it only for the purposes of these Terms. This does not apply to information that is or becomes public through no fault of the receiving party, was lawfully held before disclosure, is lawfully received from a third party without restriction, is independently developed, or must be disclosed by law.

19.2 This obligation continues for five (5) years after the last Subscription ends.

19.3 Sensorbee may name the Customer as a user of the Cloud Services in its marketing, without disclosing any terms, unless the Customer objects in writing.

20. Force majeure

20.1 Neither party is liable for failure or delay in performing its obligations (other than payment obligations) caused by events beyond its reasonable control. Such events include war, terrorism, sanctions, acts of authorities, epidemics, labour disputes, fire, flood, extreme weather, failure of public telecommunications or mobile networks, outages of third-party hosting or cloud infrastructure, and cyber-attacks not caused by inadequate security. If performance is prevented for more than three (3) months, either party may end the affected Subscription by written notice, and Sensorbee will refund prepaid fees for the remainder of the term.

21. Distributors and partners

21.1 If the Customer buys a Subscription through an authorised Sensorbee distributor, the distributor agrees the prices and invoices the Customer. The use of the Cloud Services is still governed by these Terms between Sensorbee and the Customer.

21.2 The distributor provides first-line support to its customers, and Sensorbee provides second-line support to the distributor.

21.3 If the distributor stops paying Sensorbee for the Customer's Subscriptions, Sensorbee may, after notifying the Customer, offer to continue the Subscriptions by invoicing the Customer directly.

21.4 Any additional commitment a distributor makes to its customers is the distributor's sole responsibility.

22. General provisions

22.1 The Customer may not assign or transfer its rights or obligations without Sensorbee's prior written consent, except for transfers of Subscriptions with Devices under clause 5.6. Sensorbee may assign its rights and obligations to an affiliated company or to a buyer of all or part of its business, and may use subcontractors, including hosting providers, subject to Appendix B.

22.2 Notices must be in writing and sent by e-mail or courier. Notices to Sensorbee shall be sent to hello@sensorbee.com and Sensorbee AB, Jägarvallsvägen 8B, 584 22 Linköping, Sweden. Sensorbee may send service notices to the account administrator's e-mail address or through the Cloud Services. An e-mail notice is deemed received on the next Business Day after it is sent, unless the sender receives a delivery failure message.

22.3 These Terms, together with the Order Confirmation, form the entire agreement between the parties about the Cloud Services and replace all earlier proposals, statements and agreements about them.

22.4 A failure or delay in exercising a right is not a waiver of it. If any provision is held invalid, the rest of these Terms remain in force, and the provision shall be applied with the minimum change needed to make it valid.

22.5 The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture or agency.

22.6 These Terms are written in English. Any translation is for convenience only, and the English version prevails.

23. Governing law and disputes

23.1 These Terms are governed by Swedish law, without regard to its conflict-of-law rules.

23.2 The parties shall first try to resolve any dispute by good-faith negotiation for thirty (30) days.

23.3 Disputes that are not resolved shall be settled by the Swedish general courts, with Linköping District Court (Linköpings tingsrätt) as the court of first instance. Sensorbee may also bring claims for payment in the courts of the Customer's domicile, or apply for a payment order through the Swedish Enforcement Authority (Kronofogden).

APPENDIX A

Service Levels & Support

> This Appendix forms part of the Sensorbee Cloud Services Terms, Version 1.0. Clause references are to Part 1 of the Terms.

A1. Scope

This Appendix applies to paid Subscriptions in production use. It does not apply to trial, demonstration or beta access, or to Devices themselves, whose faults are handled under the Hardware Terms.

A2. Availability target

A2.1 Sensorbee aims for the Cloud Services to be available 99.5% of the time in each calendar month.

A2.2 "Available" means that Authorised Users can log in to the web portal and that the Cloud Services receive and store data sent by Devices. Planned maintenance under section A3 and the exclusions in section A4 are not counted as unavailability.

A3. Maintenance

A3.1 Sensorbee performs planned maintenance outside support hours (08:00–16:00 CET) on Business Days where possible. Sensorbee gives at least forty-eight (48) hours' notice of planned maintenance expected to make the Cloud Services unavailable for more than thirty (30) minutes.

A3.2 Sensorbee may carry out urgent maintenance without notice to fix security vulnerabilities or critical faults.

A4. Exclusions

The availability target and response targets do not cover unavailability or problems caused by:

- mobile network coverage, operator outages or roaming restrictions;
- the Customer's internet access, equipment, browsers or systems, including systems receiving data through the APIs;
- faults in Devices, power supply or installation at site;
- third-party e-mail and SMS delivery networks outside Sensorbee's control;
- suspension under clause 13, misuse, or breach of these Terms;
- trial, demonstration or beta features; and
- force majeure events under clause 20.

A5. Support channels and hours

E-mail	support@sensorbee.com
Phone	+46 13 390 95 37
Support hours	Business Days, 08:00–16:00 CET

Language	English
Customers of distributors	Contact your distributor first (clause 21.2)

A6. Priorities and response targets

Response targets are measured within support hours from when Sensorbee receives a complete report under section A8. A response means the first reply from a qualified support person. It is not a resolution time, but Sensorbee works on Priority 1 incidents continuously during support hours until a fix or workaround is in place.

Priority	Description	Response target
1 – Critical	The Cloud Services are unavailable for all users, or no data is being received from any Device, because of a fault in the Cloud Services.	4 support hours
2 – High	A major function is impaired, for example alerts not being sent, reports failing, or several Devices not reporting because of a platform fault.	1 Business Day
3 – Normal	A single function or a single Device is affected, or the Customer has a question about how to use the Cloud Services.	2 Business Days
4 – Low	Feature requests, documentation questions and cosmetic issues.	5 Business Days

A7. Service credits

A7.1 If the Cloud Services are unavailable in a calendar month for longer than the availability target allows, for reasons within Sensorbee's control, the Customer may request a service credit equal to the Subscription fees for the period of unavailability for the affected Devices.

A7.2 Credits must be requested in writing within thirty (30) days after the end of the month concerned and are deducted from the next invoice. Credits are not paid out in cash.

A8. Reporting an incident

To help Sensorbee resolve an incident quickly, the Customer should report it to support@sensorbee.com with the account and project name, the affected Device IDs, a description of the problem, when it started, and screenshots where relevant. The Customer should first check the Device's power, cabling and status page as described in the Documentation.

A9. Backups

Sensorbee performs regular backups of Customer Data, designed to allow the Cloud Services to be restored after a system failure. Backups are not an archive service, and the Customer should export and keep the data and reports it needs for its own records (clause 9.8).

A10. Incident communication

Sensorbee informs affected customers by e-mail of Priority 1 incidents and of planned maintenance. On request, Sensorbee provides a short written summary of the cause and corrective actions after a Priority 1 incident.

APPENDIX B

Data Processing Agreement

This Data Processing Agreement (DPA) forms part of the Sensorbee Cloud Services Terms, Version 1.0, and meets the requirements of Article 28 of the GDPR. Terms in capitals have the meanings given in the Terms.

B1. Roles and scope

B1.1 This DPA applies when Sensorbee processes personal data on behalf of the Customer in providing the Cloud Services. The Customer is the controller and Sensorbee is the processor.

B1.2 The Terms, the Customer's configuration of the Cloud Services and the Customer's written instructions are the Customer's documented instructions to Sensorbee. Sensorbee will inform the Customer if it believes an instruction infringes data protection law.

B2. Details of the processing

Subject matter	Provision of the Sensorbee Cloud Services under the Terms.
Duration	The Subscription Term, plus the export and deletion periods in clause 14.4.
Nature of processing	Hosting, storage, organisation, retrieval, display, transmission (including e-mail and SMS alerts), backup and deletion.
Purpose	To provide, support, secure and maintain the Cloud Services for the Customer.
Data subjects	Authorised Users (the Customer's employees, contractors, clients and consultants); alert recipients; site and project contact persons entered by the Customer.
Categories of personal data	Names, business e-mail addresses and telephone numbers, company and role, user IDs, login and activity logs including IP addresses, and project information entered by the Customer (such as site addresses and contact details). Device positions, where they can be linked to an individual.
Special categories	None. The Customer shall not enter special categories of personal data into the Cloud Services.

Measurement data from Devices (for example particulate, gas, noise level, vibration and weather values) is normally not personal data.

B3. Sensorbee's obligations

Sensorbee shall:

(a) process personal data only on the Customer's documented instructions, unless required otherwise by EU or member-state law, in which case Sensorbee will inform the Customer unless the law prohibits it;

(b) ensure that persons authorised to process the personal data are bound by confidentiality;

(c) take the security measures required by Article 32 of the GDPR, as described in section B6;

(d) use sub-processors only in accordance with section B4;

(e) help the Customer, through the functions of the Cloud Services and otherwise as reasonably needed, to respond to requests from data subjects exercising their rights;

(f) help the Customer comply with its obligations under Articles 32–36 of the GDPR, taking into account the information available to Sensorbee;

(g) notify the Customer of a personal data breach without undue delay, and where feasible within forty-eight (48) hours of becoming aware of it, with the information available at the time;

(h) at the end of the processing, delete or return the personal data in accordance with clause 14.4, unless law requires it to be kept; and

(i) make available the information needed to demonstrate compliance with this DPA and allow audits under section B7.

B4. Sub-processors

B4.1 The Customer gives Sensorbee general authorisation to use sub-processors, such as hosting, e-mail, SMS and connectivity providers. Information about the sub-processors used is available to the Customer on request.

B4.2 Sensorbee will inform the Customer, by e-mail to the account administrator, at least thirty (30) days before adding or replacing a sub-processor. The Customer may object on reasonable data protection grounds within that period. If the parties cannot resolve the objection, the Customer may end the affected Subscriptions and receive a refund of prepaid fees for the remainder of the term.

B4.3 Sensorbee shall impose data protection obligations on each sub-processor that are equivalent to those in this DPA, and remains responsible to the Customer for the sub-processor's performance.

B5. Transfers outside the EU/EEA

B5.1 Customer Data is hosted within the EU/EEA.

B5.2 Sensorbee's own support and development personnel and contractors, including staff located in the Philippines, and Sensorbee's sub-processors may access personal data from outside the EU/EEA when needed to provide and support the Cloud Services. Sensorbee shall ensure that any such transfer is covered by an adequacy decision or by the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914), with supplementary measures where required. For customers in the United Kingdom, the UK International Data Transfer Addendum applies where relevant.

B6. Security measures

Sensorbee maintains technical and organisational measures appropriate to the risk, including:

- individual user accounts and role-based access, so that personnel have access only to the data they need;
- encryption of data in transit over public networks;
- logical separation of each customer's data within the Cloud Services;
- logging of administrative access;
- regular backups and tested restore procedures;
- secure development practices and timely patching of systems;

- confidentiality undertakings for all personnel and contractors; and
- a documented procedure for handling security incidents and personal data breaches.

A more detailed description of the measures is available to customers on request.

B7. Audits

B7.1 Sensorbee will answer the Customer's reasonable written questions about its data protection measures, normally once a year.

B7.2 If this is not sufficient to demonstrate compliance, the Customer may, at its own cost and on at least thirty (30) days' notice, carry out an audit once a year, itself or through an independent auditor bound by confidentiality, during normal business hours and without disrupting Sensorbee's operations or compromising other customers' data.

B8. Liability and precedence

B8.1 Each party's liability under this DPA is subject to clause 17 of the Terms, to the extent permitted by Article 82 of the GDPR.

B8.2 If this DPA conflicts with the rest of the Terms in matters of personal data, this DPA prevails.

Questions about these terms?

Contact Sensorbee on +46 13 390 95 37 or hello@sensorbee.com
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