

Terms of Service

Version 1.4 · Effective 2026-09-26

<https://www.sandhed.com/terms>

Last updated: September 26, 2026. Please read these terms carefully before using the Sandhed platform.

1. Introduction and Acceptance

These Terms of Service ("Terms") constitute a legally binding agreement between you and Sandhed Group Ltd, a company registered in Malta ("Sandhed", "we", "us", or "our"), governing your access to and use of the Sandhed IoT Digital Twin platform and related services (collectively, the "Service").

By accessing or using the Service, or by clicking "Accept" when presented with these Terms, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are accepting these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms, and "Customer" or "you" refers to that organization.

If you do not agree to these Terms, you may not access or use the Service.

2. Definitions

In these Terms, the following definitions apply:

- "Customer" means the organization that has agreed to these Terms and is authorized to use the Service.
- "Customer Data" means all data, including IoT telemetry data, asset information, floor plans, warehouse management data, employee productivity data, and other content that Customer uploads, submits, or transmits to or through the Service.
- "Aggregated Data" means data that Sandhed derives from Customer Data, alone or combined with data from other customers or other sources, and that has been aggregated and de-identified so that it does not identify, and cannot reasonably be used to identify, Customer, any User or other individual, or any of Customer's sites. Aggregated Data does not reproduce Customer's floor plans, documents, images or other content in recognisable form and does not reveal Customer's confidential information.
- "AI Features" means the optional AI-powered capabilities within the Service, including the AI Co-Pilot, that use third-party large language models to provide operational insights and task assistance.
- "User" means any individual authorized by Customer to access and use the Service under Customer's account.
- "Service" means the Sandhed IoT Digital Twin platform, including all features, functionalities, and related services provided by Sandhed.
- "Subscription Term" means the period during which Customer is authorized to use the Service as specified in the applicable Order.
- "Order" means any ordering document, enterprise agreement, or online subscription that references these Terms.

3. Description of Service

The Service provides an IoT digital twin platform that enables organizations to:

- Visualize and monitor physical assets in a digital 3D environment
- Ingest and process real-time telemetry data from IoT devices
- Manage asset inventories and track asset states
- Analyze operational data and generate insights
- Configure alerts and notifications based on asset conditions
- Manage user access with role-based permissions
- Connect warehouse management systems (WMS) and heavy equipment telematics (AEMP) for unified operational visibility
- Use AI-powered features for operational insights and task assistance (optional, see Section 6.9)

We reserve the right to modify, enhance, or discontinue any aspect of the Service at any time. We will provide at least thirty (30) days' written notice of any material changes that may adversely affect your use of the Service.

4. Account Terms

4.1 Account Creation. To access the Service, Customer must create an organization account. Customer is responsible for providing accurate and complete registration information and keeping this information current.

4.2 Account Security. Customer is responsible for maintaining the confidentiality of all account credentials, including passwords and API tokens. Customer must immediately notify us of any unauthorized access to or use of the account.

4.3 User Management. Customer may authorize Users to access the Service under Customer's account. Customer is responsible for all activities that occur under its account and for ensuring that all Users comply with these Terms.

4.4 Account Administrators. Customer must designate at least one administrator who has authority to manage Users, configure settings, and accept these Terms on behalf of Customer.

5. Subscription and Fees

5.1 Subscription. Access to the Service requires a paid subscription unless otherwise agreed in writing. The specific features, usage limits, and fees applicable to your subscription are set forth in your Order.

5.2 Payment. Customer agrees to pay all fees specified in the applicable Order in accordance with the payment terms stated therein. Unless otherwise specified, fees are due within thirty (30) days of invoice date.

5.3 Taxes. All fees are exclusive of taxes. Customer is responsible for paying all applicable taxes, except for taxes based on Sandhed's net income.

5.4 Fee Changes. We may change our fees upon renewal of your Subscription Term by providing at least thirty (30) days' prior written notice.

6. Customer Data

For information about how we collect and use personal data, please see our Privacy Policy.

6.1 Ownership. Customer retains all rights, title, and interest in and to Customer Data. These Terms do not grant Sandhed any ownership rights in Customer Data.

6.2 License to Customer Data. Customer grants Sandhed a limited, non-exclusive license to access, use, and process Customer Data solely as necessary to provide the Service and as otherwise permitted by these Terms.

6.3 Data Processing. To the extent that Customer Data includes personal data subject to data protection laws (including the EU General Data Protection Regulation), Sandhed will process such data in accordance with our Data Processing Agreement, which is incorporated into these Terms by reference.

6.4 Data Security. We implement appropriate technical and organizational measures to protect Customer Data against unauthorized access, alteration, disclosure, or destruction. These measures include encryption of data in transit (TLS 1.2+), encryption of sensitive credentials at rest (AES-256-GCM), database infrastructure encryption at rest provided by our hosting provider, access controls, and incident response procedures. Sandhed maintains industry-standard security certifications and will provide evidence of compliance upon request.

6.5 Data Location. Customer Data may be processed and stored in the European Union or other jurisdictions where our service providers maintain facilities. We ensure that any international data transfers comply with applicable data protection laws.

6.6 Security Incident Notification. In the event of a security incident that results in unauthorized access to Customer Data, Sandhed will notify Customer without undue delay and in any event within 72 hours of becoming aware of the incident. Notification will include the nature of the incident, categories of data affected, and remediation steps taken.

6.7 Sub-Processors. Customer acknowledges that Sandhed uses third-party service providers ("Sub-Processors") to provide the Service. A current list of Sub-Processors is maintained in our Privacy Policy (Section 6.1). Sandhed will notify Customer of any new Sub-Processors at least 30 days before engagement, and Customer may object to such changes for legitimate data protection reasons.

6.8 Audit Rights. Upon Customer's written request and no more than once per year, Sandhed will provide Customer with: (a) a current written overview of the technical and organizational security measures relevant to the Service; and (b) written responses to reasonable security questionnaires. On-site audits may be arranged upon mutual agreement and at Customer's expense.

6.9 AI-Powered Features. If Customer enables AI Features within the Service, Customer acknowledges that:

- AI Features use third-party large language model APIs (currently Google Gemini) to process queries. Customer Data included in queries will be transmitted to the applicable AI provider and processed in accordance with that provider's data processing terms.
- AI-generated responses are provided for informational purposes only and may contain inaccuracies. Customer is responsible for verifying AI-generated outputs before relying on them for operational decisions.
- Sandhed does not use Customer Data or AI interaction data to train AI models. Sandhed logs interaction metadata (user ID, organization, model, token count, duration) for monitoring and billing purposes only.
- Organization administrators may enable or disable AI Features at any time. AI Features are disabled by default.

6.10 WMS and Employee Data. Where Customer connects a warehouse management system to the Service, Customer acknowledges that it is the data controller for all employee data ingested through the integration. Customer is responsible for: (a) ensuring a valid legal basis for sharing employee data with Sandhed as a data processor; (b) providing appropriate notice to employees whose data is processed through the Service; and (c) responding to data subject access requests from employees, with Sandhed's assistance as required under the Data Processing Agreement.

6.11 Aggregated Data.

(a) Creation and purposes. Sandhed may create Aggregated Data from Customer Data and may use it only to operate, secure, maintain and improve the Service. This includes maintaining and extending Sandhed's registry of

equipment manufacturers, equipment types and product models, and providing benchmarks and statistics within the Service.

(b) Safeguards. Sandhed will: (i) make Aggregated Data available outside Sandhed, including as benchmarks shown to other customers, only where the result combines data from at least five (5) customers; (ii) not attempt to re-identify Customer, any User or other individual, or any site from Aggregated Data, and require any recipient not to do so; (iii) not sell Aggregated Data or license it as a standalone data product; (iv) not use Aggregated Data to train AI models; and (v) not create Aggregated Data from employee data received through a warehouse management system integration under Section 6.10.

(c) Customer Data and personal data. This Section does not permit Sandhed to disclose Customer Data. Customer Data is disclosed only as described elsewhere in these Terms and in the Data Processing Agreement. Where Customer Data includes personal data, Sandhed creates Aggregated Data as a data processor on Customer's documented instructions under the Data Processing Agreement, and the result must be anonymised so that it is no longer personal data.

(d) Ownership. As between the parties, Sandhed owns Aggregated Data. Aggregated Data is not Customer Data or Customer's confidential information, and creating or using it in accordance with this Section is not a breach of Section 7. This Section does not limit Customer's ownership of Customer Data under Sections 6.1 and 8.2 or Sandhed's commitment in Section 6.9 not to use Customer Data to train AI models.

(e) Survival. This Section survives termination or expiry of these Terms. Sandhed's obligations to delete Customer Data under Sections 16 and 21.7 do not extend to Aggregated Data.

7. Confidentiality

7.1 Confidential Information. Each party agrees to maintain the confidentiality of the other party's confidential information and not to disclose such information to third parties without prior written consent.

7.2 Exceptions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was lawfully in the receiving party's possession before disclosure; (c) is independently developed by the receiving party; or (d) is required to be disclosed by law.

8. Intellectual Property

8.1 Sandhed IP. The Service, including all software, technology, designs, and documentation, is owned by Sandhed and protected by intellectual property laws. These Terms do not grant Customer any rights to Sandhed's intellectual property except for the limited right to use the Service as expressly permitted herein.

8.2 Customer IP. Customer retains all intellectual property rights in Customer Data and any materials provided by Customer.

8.3 Feedback. If Customer provides suggestions, ideas, or feedback regarding the Service, Sandhed may use such feedback without restriction or obligation to Customer.

9. Acceptable Use Policy

9.1 Permitted Use. Customer may use the Service only for lawful business purposes in accordance with these Terms.

9.2 Prohibited Activities. Customer agrees not to:

- Use the Service for any illegal purpose or in violation of any applicable laws
- Upload or transmit viruses, malware, or other harmful code
- Attempt to gain unauthorized access to the Service or related systems

- Interfere with or disrupt the integrity or performance of the Service
- Reverse engineer, decompile, or disassemble any part of the Service
- Use the Service to store or transmit infringing, defamatory, or unlawful content
- Resell, sublicense, or share access to the Service with unauthorized third parties
- Use the Service to send spam or unsolicited communications

9.3 Compliance. Customer is responsible for ensuring that its use of the Service complies with all applicable laws, regulations, and industry standards.

9.4 Regulatory Compliance. Each party agrees to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and UK Bribery Act. Customer agrees not to use the Service in violation of any applicable export control or sanctions laws.

10. Service Availability

10.1 Availability. We strive to maintain high availability of the Service but do not guarantee uninterrupted access. Service availability targets, if any, are specified in your Order or applicable service level agreement.

10.2 Scheduled Maintenance. We may perform scheduled maintenance that temporarily affects Service availability. We will provide at least 48 hours' advance notice of planned maintenance windows.

10.3 Force Majeure. Neither party shall be liable for delays or failures in performance resulting from circumstances beyond its reasonable control, including natural disasters, acts of war, terrorism, pandemics, or failures of third-party services.

10.4 Business Continuity. Sandhed maintains disaster recovery and business continuity procedures designed to ensure Service availability. Customer Data is backed up at least daily to geographically separate locations. In the event of a disaster, Sandhed targets a recovery time objective (RTO) of 24 hours and a recovery point objective (RPO) of 24 hours.

11. Support

11.1 Technical Support. Sandhed provides technical support for the Service in accordance with the support terms specified in your Order. Standard support includes email-based assistance during business hours.

11.2 Support Scope. Support covers questions about Service functionality, troubleshooting of issues, and guidance on best practices. Support does not include customization, integration development, or training, which may be available as separate services.

12. Warranties and Disclaimers

12.1 Limited Warranty. Sandhed warrants that the Service will perform substantially in accordance with its documentation during the Subscription Term. Our sole obligation for breach of this warranty is to use commercially reasonable efforts to correct the non-conformance.

12.2 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." SANDHED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SANDHED DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

13. Limitation of Liability

13.1 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SANDHED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13.2 Exclusion of Damages. IN NO EVENT SHALL SANDHED BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 Exceptions. The limitations in this section do not apply to: (a) breaches of confidentiality obligations; (b) infringement of intellectual property rights; or (c) liability that cannot be limited by applicable law.

14. Indemnification

14.1 Customer Indemnification. Customer agrees to indemnify, defend, and hold harmless Sandhed and its officers, directors, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable legal fees) arising out of or related to: (a) Customer's use of the Service in violation of these Terms; (b) Customer Data; (c) Customer's violation of any applicable law or third-party rights.

14.2 Sandhed Indemnification. Sandhed agrees to indemnify, defend, and hold harmless Customer from and against any claims, damages, losses, and expenses (including reasonable legal fees) arising from claims that the Service infringes any third-party intellectual property rights, provided Customer promptly notifies Sandhed and allows Sandhed to control the defense.

15. Term and Termination

15.1 Term. These Terms are effective as of your acceptance and continue until terminated. The Subscription Term is specified in your Order.

15.2 Termination for Convenience. Either party may terminate these Terms upon written notice as specified in the applicable Order, typically with thirty (30) days' notice before the end of the then-current Subscription Term.

15.3 Termination for Cause. Either party may terminate these Terms immediately upon written notice if the other party materially breaches these Terms and fails to cure such breach within thirty (30) days of receiving notice.

15.4 Suspension. Sandhed may suspend Customer's access to the Service immediately if Customer breaches the Acceptable Use Policy or fails to pay fees when due.

16. Effects of Termination

16.1 Data Export. Upon termination, Customer may request export of Customer Data for a period of thirty (30) days. After this period, Sandhed may delete Customer Data.

16.2 Data Deletion. Upon Customer's written request, or ninety (90) days after termination, Sandhed will delete Customer Data from active systems in accordance with our data retention policies. Some data may be retained in backup systems for a limited period.

16.3 Survival. Provisions relating to intellectual property, confidentiality, Aggregated Data (Section 6.11), limitation of liability, indemnification, and any other provisions that by their nature should survive, will survive termination of these Terms.

17. Governing Law and Disputes

17.1 Governing Law. These Terms are governed by and construed in accordance with the laws of Malta, without regard to its conflict of laws principles.

17.2 Dispute Resolution. Any dispute arising out of or relating to these Terms shall first be attempted to be resolved through good faith negotiations. If negotiations fail, disputes shall be submitted to the exclusive jurisdiction of the courts of Valletta, Malta.

17.3 Injunctive Relief. Notwithstanding the above, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information.

18. General Provisions

18.1 Entire Agreement. These Terms, together with any Orders and referenced policies, constitute the entire agreement between the parties and supersede all prior agreements relating to the subject matter hereof.

18.2 Severability. If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

18.3 Waiver. Failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

18.4 Assignment. Customer may not assign or transfer these Terms without Sandhed's prior written consent. Sandhed may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets.

18.5 Notices. Notices to Sandhed must be sent to legal@sandhed.com. Notices to Customer will be sent to the email address associated with Customer's account.

18.6 Independent Contractors. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, or agency relationship.

19. Changes to Terms

Sandhed may update these Terms from time to time. We will notify Customer of material changes by email or through the Service at least thirty (30) days before the changes take effect. Continued use of the Service after changes become effective constitutes acceptance of the revised Terms. If Customer does not agree to the revised Terms, Customer must stop using the Service and may terminate the subscription.

20. Contact Information

For questions about these Terms or the Service, please contact us:

Sandhed Group Ltd Email: legal@sandhed.com

This version is published on September 26, 2026 and applies from that date. Section 21 applies to new self-service subscriptions. Existing agreements remain subject to their agreed notice and renewal terms.

[Privacy Policy](#) · [Cookie Policy](#)

21. Self-service subscriptions

This section applies to new self-service subscriptions accepted from September 22, 2026. It takes precedence over conflicting payment, cancellation and data-retention provisions above for those subscriptions. Existing negotiated Orders continue to apply; publication alone does not change an existing agreement.

21.1 Business customers

Self-service is available to organisations in the EU, EEA and United Kingdom for business use only. The person subscribing must be authorised to enter into the agreement for the organisation and must use a business email address. One organisation and one trial are available per company email domain.

21.2 Included capacity

The self-service subscription includes one site, up to 100 assets, unlimited users and unlimited floors. The features and usage limits shown when you subscribe form part of your Order. History is retained for 30 days. Additional sites, capacity and separately sold integrations require a separate agreement with Sandhed; reaching a limit does not automatically purchase an upgrade.

21.3 Trial and first payment

Eligible card and SEPA Direct Debit subscriptions begin with a 30-day trial. A valid payment method is required when subscribing. Unless you cancel before the trial ends, the subscription automatically continues and the first monthly or annual subscription fee becomes payable on day 31. The date and amount are shown at checkout. Annual subscriptions paid by invoice have no trial.

21.4 Recurring billing and taxes

The subscription is billed in advance at EUR 249 per month or EUR 2,490 per year, or at DKK 1,850 per month or DKK 18,500 per year when DKK is selected. All EUR and DKK list prices exclude VAT. Applicable VAT and other taxes are added to the list price at checkout or on the invoice, based on the billing country and tax status. Reverse charge applies where required. You authorise recurring collection through Stripe for the selected billing period until cancellation takes effect. Any discount, billing-period change or proration is shown before you confirm it. Renewal price changes remain subject to the notice in section 5.4.

21.5 Annual payment by invoice

An annual subscription may instead be paid by invoice or bank transfer. The first invoice is payable within 14 days and access starts only after payment is confirmed. There is no free trial for this payment option. An unpaid initial invoice may be voided after 30 days, in which case you must start a new subscription request.

21.6 Cancellation and refunds

An organisation administrator can cancel through Settings → Billing → Manage billing before the trial or current paid period ends. Cancellation takes effect at the end of that period, and access continues until then. No further renewal fee is due after cancellation takes effect. Fees already paid are not refunded for unused time, except where required by law or agreed by Sandhed. Contact legal@sandhed.com about an incorrect charge or a refund request.

21.7 Unpaid or ended subscriptions

If payment remains unpaid, or a cancellation takes effect, the organisation enters read-only access for 30 days. Normal access is then suspended. Customer Data becomes eligible for deletion no earlier than 90 days after that lapse began. Sandhed sends two deletion warnings to the current administrators, with at least 14 days and four

days of notice respectively; missing warnings delay deletion. Export your data before deletion. Billing, recovery and available export controls remain accessible during restricted access. Records that Sandhed must retain by law and backup copies follow their applicable retention periods.

21.8 Restoring a subscription

Before deletion, an administrator can resolve an outstanding payment or restart the subscription through Billing. A restart retains the same organisation and its remaining data, is charged at the price shown when confirmed, and does not create a second trial. Data cannot be restored through this process after deletion.

21.9 Remaining terms

The confidentiality, data-protection, intellectual-property and liability provisions above continue to apply, including the limitations and exceptions in section 13. Maltese law and the dispute provisions in section 17 apply.

Contracting company

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