

1 Acceptance

- 1.1 **Applicability.** These terms and conditions (the "Terms") are the only terms which govern the sale or supply of all products or systems (collectively "Products") and services, including any software provided as a service (collectively "Services") by Rocsys B.V. or Rocsys Inc. ("Rocsys") to the purchaser of such Products and or Services ("Customer"). Any offer, including without limitation any quotation or proposal or similar document, referencing these Terms is capable of acceptance only on the terms stated in such offer and these Terms, and any such offer is expressly conditional on acceptance of these Terms. All other terms and conditions are excluded, including any terms and conditions which the Customer purports to apply under any purchase order, order confirmation or otherwise. Fulfillment of Customer's order does not imply acceptance of their terms and conditions, nor does it alter these Terms. Customer agrees not to enforce any terms other than those outlined in these Terms.
- 1.2 **Agreement.** Any quotation of sale or proposal issued by Rocsys (the "Commercial Terms") accompanying or referencing these Terms, including any exhibits (Commercial Terms and Terms are collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings both written and oral. An Agreement is formed when Customer's purchase order (or similar offer) is accepted by Rocsys in writing.
- 1.3 **Additional terms.** If the sale under the Agreement includes Services, the service level addendum in Exhibit A will also apply to such Services (the "Service Level Addendum") and will form part of the Agreement. If the sale under the Agreement includes software (whether alone or in conjunction with hardware), additional terms ("Additional Use Terms") or (end-user) software license conditions ("EULAs") may be applicable and will be made available together with the software.
- 1.4 **Scope.** The scope of any Commercial Terms issued by Rocsys includes only those items mentioned explicitly therein. No product, service or support may be assumed to be part of the scope of such Commercial Terms unless explicitly stated in writing. Any Commercial Terms by Rocsys explicitly exclude items such as, but not limited to, wiring and installation works, groundworks, civil works, power network, (secure) IT network, permitting, certification, shipment, travel, lodging, transportation, engineering, system integration, project management, contractor management, subcontracting, customer support, financial services and legal services.

2 Delivery

- 2.1 **Delivery.** Rocsys shall use commercially reasonable efforts to deliver Products ordered by Customer in a timely manner. All delivery dates are approximate, are subject to change and are based upon prompt receipt by Rocsys of all necessary information from Customer. In no event shall Rocsys be liable for any claim, loss, expense, or damage related to delay in delivery of the Products.
- 2.2 **Terms.** Unless otherwise agreed in writing by the parties, Rocsys shall deliver the Products Ex Works Rocsys' facility (Incoterms 2020) using Rocsys' standard methods for packaging and shipping such Products. Customer shall pay all transportation charges incurred after the Products are made available to the carrier and reimburse Rocsys for any transit insurance or freight pre-paid for by Rocsys.
- 2.3 **Title and risk of loss.** Title to the Products will only pass to Customer when Rocsys has received payment in full of all amounts due in respect of all Products supplied by Rocsys to Customer. Risk of loss will pass to Customer when Rocsys makes the Products available for pick up by the carrier as per the Incoterms above, and Customer shall have the responsibility of filing any claims for loss, damage, delay or otherwise, with the carrier, insured or other related third parties.

3 Nonconforming Products

- 3.1 **Inspection.** Customer shall inspect the Products within three (3) business days of receipt (the "Inspection Period") at Customer's facility, or as otherwise agreed upon in writing. Customer will be deemed to have accepted the Products unless it notifies Rocsys in writing of any Nonconforming Products (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Rocsys. "Nonconforming Products" means only the following: (i) Product shipped is different than identified in Customer's purchase order; (ii) Product's label or packaging incorrectly identifies its contents; (iii) Product shipped materially fails to meet mutually agreed upon specifications or written express requirements. Rocsys will have the option to inspect the Nonconforming Products at the Customer's location and perform a preliminary investigation prior to accepting that a Product is a Nonconforming Product.
- 3.2 **Remedies.** If Customer timely notifies Rocsys of any Nonconforming Products and Rocsys reasonably determines that a Product is a Nonconforming Product, Rocsys, in its sole discretion shall (i) replace such Nonconforming Product with a conforming Product, or (ii) credit the price for such Nonconforming Product in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Product to Rocsys' facility as directed by Rocsys. If Rocsys exercises its option to

replace a Nonconforming Product, Rocsys shall, after receiving Customer's shipment of a Nonconforming Product, ship to Customer the replaced Product in accordance with the terms set forth in Section 2.

- 3.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN SECTION 3.2 ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS. SUBJECT TO CUSTOMER'S RIGHT UNDER SECTION 3.2, ALL SALES OF PRODUCTS TO CUSTOMER ARE MADE ON A ONE-WAY BASIS AND CUSTOMER HAS NO RIGHT TO RETURN PRODUCTS PURCHASED UNDER THE AGREEMENT TO ROCSYS.

4 Services

- 4.1 Performance. Whenever applicable, and subject to Customer paying the applicable fees, Rocsys shall provide Services in accordance with the terms mutually agreed upon by the parties in writing and set forth on the Commercial Terms or the Service Level Addendum.

5 Customer's Responsibilities

- 5.1 Installation. Customer shall be the sole responsible for arranging for the installation of the Products and for the costs thereof. At Customer's request, Rocsys may provide the contact information of third party installers; provided that, in providing such information Rocsys makes no representation nor undertakes any liability, with respect to the quality of any third party installation services.
- 5.2 Authorized Use. Customer shall use Products and Services solely for their intended purposes and in compliance with all instructions provided in manuals, guidelines, warranty terms, and other applicable terms and conditions. Customer shall maintain any site, site conditions, and equipment supplied or used by Rocsys in good condition and protect them against damage and external influences. Customer shall not perform or permit any activity on any Product or Software supplied or used by Rocsys, except for normal use as specified or with prior approval from Rocsys. Rocsys may suspend Services if unauthorized actions occur until the Product or Software is restored to its original compliant state.
- 5.3 Remote Access. Customer shall ensure that Rocsys (or its subcontractors) is at all times provided with all network and security rights, privileges, access tokens, certificates, and information necessary to enable remote access to the Products or Software via a secured internet connection, either wired or wirelessly ("Remote Access"). Customer shall be the sole responsible for the availability of such Remote Access. If Customer prohibits or limits Rocsys, in any manner, from remotely accessing the Products, Software, or performing the Services, Customer may be charged for the fees and expenses incurred by Rocsys as a result of such restrictions, such as travel and lodging expenses for performing field services, on-site system updates and maintenance, as well as any additional costs arising from alternative access or service performance methods necessitated by Customer-imposed restrictions.
- 5.4 Obligations. Customer shall: (a) Cooperate with Rocsys (or its subcontractors) by providing access to premises, office accommodations, and facilities as needed for the provision of Products and Services; (b) Promptly respond to Rocsys' requests for direction, information, approvals, or authorizations necessary for Rocsys to fulfill its obligations under this Agreement; (c) Provide any requested Customer materials or information in a timely manner, ensuring they are complete and accurate; (d) Obtain and maintain all necessary union approvals, licenses, and consents, and comply with all applicable laws relating to the Products or Services before delivery; (e) Provide any required electricity points for proper installation and operation of the Products and Services; and (f) Ensure that floor loading limits are not exceeded upon installation of Rocsys Products.

6 Price and Payment

- 6.1 Prices. Customer shall purchase the Products or Services from Rocsys at the prices and fees ("Prices") in accordance with the Commercial Terms or as set forth in Section 1.2 and in the manner and in the currency specified on the relevant invoice. Prices are exclusive of VAT, other applicable taxes, duties, freight, and associated fees and costs. Rocsys reserves the right to increase the Prices by notifying the Customer at any time before delivery due to increases in individual costs, foreign exchange rate fluctuations, raw materials, and other manufacturing and distribution costs occurring between the date of the Agreement and the delivery of Products or performance of Services.
- 6.2 Payment. Customer shall pay all invoiced amounts due to Rocsys within 30 days of the invoice date. Set-off by Customer is not permitted.
- 6.3 Late payment. Customer shall pay interest on all late payments at the lesser of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Rocsys for all costs incurred in collecting any late payments, including attorneys' fees. In addition to all other remedies available under these Terms or at law, Rocsys may suspend the delivery of any Products or Services if Customer fails to pay any amounts due within seven (7) days following written notice of such failure.

7 Cancellations, Order Changes.

7.1 Cancellations. Customer may not cancel an order accepted by Rocsys. In exceptional cases, Rocsys may agree to accept an order cancellation provided that such cancelled order may be subject to charges, including but not limited to costs incurred by Rocsys in preparation for the order. Rocsys reserves the right to cancel all or part of any order, including without limitations orders previously acknowledged or accepted by Rocsys, for any reason prior to delivery.

7.2 Order Changes. Customer may, within a reasonable time after placing the order and prior to shipment thereof, request, in writing, changes within the general scope of the order. Rocsys, at its discretion will have the option to accept a change to an order after receiving the Customers' order change request. Rocsys, prior to accepting the order change will notify Customer of any increase or decrease in the cost of, or the time required for the performance of, any part of the order change. If Customer then confirms the order change in writing, Rocsys will make any equitable adjustments and the order will be modified in writing accordingly.

8 Limited Warranty

8.1 Pilots. No warranties are made by Rocsys in respect of experimental products, prototypes, or pilots (together, "Pilots"). Customer acknowledges and agrees that Pilots are provided for test purposes only. Pilots will be provided "as is" and "with all faults", without any warranty of any kind, whether express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights, and quality, and all warranties arising from a course of dealing, usage, or trade practice. Customer and Rocsys shall use commercially reasonable efforts to jointly solve technical issues that might arise during the Pilot. If the parties do not succeed in solving a material technical issue during the Pilot, the parties shall in good faith discuss termination of the Pilot.

8.2 Limited Warranty, Remedies. Subject to section 8.1, Rocsys warrants to Customer that, on day of expiration of the Inspection Period, and for a period of twelve (12) months thereafter (the "Warranty Period"), the Products will be free from material defects in material and workmanship and conform in all material aspects with the written specifications as explicitly listed in the Agreement. Rocsys will not be liable for a breach of the warranties set forth in this Section 8.2 unless: (a) Customer gives written notice of the defective Products to Rocsys within 15 business days of the time when Customer discovers or ought to have discovered the defect; (b) Rocsys is given a reasonable opportunity after receiving the notice of breach of the warranty to examine such Products; and, (c) Rocsys reasonably verifies Customer's claim that the Product is defective. Upon Rocsys verifying that a Product is defective (the "Defective Product"), Rocsys shall, at its option, either repair or replace the defective Product without charge at Rocsys' repair facility or, at Rocsys sole discretion, at Customer's facility. Repairs and replacements covered by the above warranty are warranted to be free from defects as set forth above except that the defect must appear: (i) within 3 months from the date of repair or replacement; or (ii) prior to the expiration of the above twelve (12) month Warranty Period, whichever is earlier. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN SECTION 8.2 ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR DEFECTIVE PRODUCTS.

8.3 EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8.2, ROCSYS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; AND (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 8.2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ROCSYS' ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8.2.

8.4 Exclusions. Rocsys will not be liable for any breach of the warranty set forth in Section 8.2 if: (a) Customer makes any further use of the Products after giving notice or fails to provide notification within 15 business days as set forth in Section 8.2; (b) The defect arises because Customer failed to follow Rocsys' oral or written instructions regarding storage, installation, commissioning, use, or maintenance of the Products, or good trade practice, such as using parts, accessories, or software not provided or approved by Rocsys; (c) The defect results from Rocsys following any customization or Product specification supplied by Customer; (d) Repairs or other interventions on the Products are performed by untrained persons, against Rocsys' oral or written instructions, or with parts not supplied or approved by Rocsys; or (e) The defect arises from fair wear and tear, willful damage, negligence by Customer or a third party, vandalism or abnormal working conditions.

8.5 Extended Product Warranty. Customer may choose to extend the warranty of the Products after expiration of the Warranty Period by purchasing an additional warranty on the same terms as set forth in Sections 8.2, 8.3 and 8.4 (the "Extended Product Warranty") at the then applicable price or as otherwise set forth in the Commercial Terms. Such Extended Product Warranty must be purchased and paid for within the Warranty Period.

8.6 Return of Defective Products. Customer shall follow Rocsys' instructions regarding the return of Defective Products. No Product will be accepted for repair, replacement, credit, or refund without written authorization from Rocsys and in accordance with Rocsys' instructions. Replaced Products will become Rocsys' property. Rocsys will not be responsible for de-

installation or reinstallation of defective Products or the expenses thereof. If Rocsys determines that the returned Products were not defective, Customer shall pay Rocsys all costs of handling, inspection, repairs, and transportation at Rocsys' prevailing rates.

9 Limitation of liability

9.1 ROCSYS'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES AGAINST ROCSYS FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY PRODUCT OR THE DELIVERY OF SERVICES BY ROCSYS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES THAT ARE PROVEN IN A COURT OF LAW, IN AN AMOUNT NOT TO EXCEED THE ORDER VALUE OF THE INDIVIDUAL PRODUCT, FOR WHICH CLAIM IS SET FORTH, AND THE AGGREGATED LIABILITY NOT TO EXCEED THE OVERALL ORDER VALUE.

9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, ROCSYS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR OTHERWISE, WHETHER OR NOT ROCSYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

10 Intellectual Property

10.1 Ownership. Rocsys is, and shall be, the sole and exclusive owner of all past, present and future intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not and whether registered or not), trademarks, service marks, trade secrets, know-how, trade dress, trade names, logos, corporate names, domain names, ideas, concepts, methodologies, techniques, templates, processes and datasets together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Products and Services, and related documents, work product, and other materials that are delivered to Customer under the Agreement or prepared by or on behalf of Rocsys in the course of selling the Products or Services. Intellectual Property Rights also include computer software, application programming interfaces, and databases, including object code, source code, firmware and embedded versions thereof and documentation related thereto (collectively "Software"). Rocsys will be free to use in any way or form any ideas, suggestions, feedback, or recommendations (referred to as "Feedback") by Customer to Rocsys regarding Products or Services without payment of royalties or other consideration to Customer. Rocsys will own all Intellectual Property Rights in Feedback.

10.2 Embedded Software License. Subject to Customer's fulfilment of all payment obligations and other obligations set forth in these Terms, Rocsys shall grant Customer a non-exclusive, limited-term, non-transferable, non-sublicensable, revocable, royalty-free license to use the Embedded Software (as defined below) in object code form solely as necessary for Customer to use the Product for its own internal business purposes. (the "Embedded Software License"). "Embedded Software" means all computer programs, in object code, provided by, or on behalf of Rocsys as a component of the Product, including computer programs incorporated into or otherwise running on the Product. Subsequent changes, fixes or patches thereto, and new versions that add new features, functionality or enhancements to the Embedded Software may be subject to additional fees. The Embedded Software License is limited to the use only in the manner authorized by Rocsys in writing. The Embedded Software License will automatically terminate upon the occurrence of any copy, removal, reproduction, modification, reverse engineering, or other unauthorized use, or any attempt thereof, of the Embedded Software.

10.3 Restrictions. Customer shall not, shall not permit any third party and shall not attempt to: (a) Remove or change any Rocsys Intellectual Property Rights, including trademark or copyright notices or other proprietary rights notices placed on the Products, marketing materials, or other materials provided by Rocsys; (b) Create derivative works based on the Products; (c) Reverse engineer, redesign, copy, frame, or mirror any part or content of the Products; (d) Access the Products for any improper purpose, including to build a competitive product or service, or copy any features, functions, interface, graphics, or "look and feel" of the Product; (e) Challenge any right, title, or interest of Rocsys in its Intellectual Property Rights; (f) Engage in any action that tends to affect, dilute the value of, or reflect negatively on the Products or any of Rocsys' Intellectual Property Rights; (g) Misappropriate or misuse any of Rocsys' trademarks for use as a domain name without prior written consent from Rocsys.

11 Confidentiality and Data Protection

11.1 Scope of Confidential Information. From time to time, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, business operations, goods and services, forecasts, confidential information and materials comprising or relating to Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information. Such information, as well as the terms of the

Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is collectively referred to as "Confidential Information".

- 11.2 Exceptions. Confidential Information does not include information that at the time of disclosure (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 11 by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable Law.
- 11.3 Protection of Confidential Information. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (c) not disclose any such Confidential Information to any Person, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. To the maximum extent permitted by applicable law, the confidentiality obligations of the Receiving Party under the Agreement shall remain in full force and effect during the term of the Agreement, and shall survive any termination or expiration of the Agreement.
- 11.4 Customer Data. Customer will own all rights, title and interest in and to all of the information or data communicated or made available by Customer to Rocsys ("Customer Data"). Rocsys shall process Customer Data or make it available to third parties if, and in so far such is strictly necessary for the provision of Products or Services. Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Subject to the provisions of confidentiality set forth in section 11, Customer hereby agrees that Rocsys may (remotely) monitor, collect, label, aggregate and process Customer's information or data generated by Customer's use of the Product, Services and Software and create aggregate data records ("Aggregate Data"). Rocsys may utilize such Aggregate Data for various purposes including (i) developing, improving or enhancing Rocsys Products, Services or Software, including its functionality and experience, (ii) assisting in responding to Service requests; (iii) detecting and addressing threats to the functionality and security of the Product and Services; and, (iv) generally for any legitimate purpose related to Rocsys' business and operations. Rocsys will own all right, title, and interest in and to the Aggregated Data and will be able to use the Aggregate Data, free of charge, at any time during the term of the Agreement and afterwards, in its sole discretion, including creating Intellectual Property or derivative works of or modify or adapt Aggregate Data to provide, maintain, and improve Products and Services, and to develop new products, software or services.
- 11.5 Data Protection. Each Party shall comply with its obligations in terms of laws and regulations relating to the protection or disclosure of personal data, sensitive data, or such other data which is deemed to be personal data pursuant to applicable data protection law in force from time to time (the "Personal Data") Rocsys may process Personal Data on Customer's behalf in order to carry out its obligations under the Agreement and in such case, Customer shall be the data controller and Rocsys shall be data processor and in any such case: (a) Customer shall ensure that it is entitled to transfer the relevant Personal Data to Rocsys so that Rocsys may lawfully use, process and transfer the Personal Data in accordance with the Agreement on the Customer's behalf; (b) Customer shall ensure that relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (c) Rocsys shall process the Personal Data only in accordance with the terms of the Agreement and in accordance with applicable data privacy laws; (d) and each Party shall implement and maintain industry-standard information security policies and processes against unauthorized or unlawful processing of Personal Data or its accidental loss, destruction or damage.
- 12 Termination
- 12.1 Termination. Without prejudice to any remedy which Rocsys may have against the Customer, Rocsys may terminate the Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under the Agreement and such failure continues for ten (10) business days after Customer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of the terms of the Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- 12.2 Effects of Termination. Upon (early) termination or expiration of the Agreement, (a) all rights and licenses granted to Customer under the Agreement will immediately cease; (b) Customer shall return, delete (including from all hard disks and memory) or destroy (and a duly appointed officer shall certify to such destruction) all Confidential Information disclosed under section 11, and all copies thereof; (c) return to Rocsys, at the cost of Customer, any Products of which (legal) title has not

passed to Customer and any other products, systems or equipment supplied or used by Rocsys in the performance of the Services; and (d) all reasonable costs and expenses incurred by Rocsys (including a reasonable profit) for any activities related to work performed by Rocsys prior to such termination will be considered due, payable and non-refundable.

12.3 THE RIGHTS OF ROCSYS PURSUANT TO THIS SECTION 12 WILL BE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES ROCSYS MAY HAVE AT LAW OR IN EQUITY. IN THE EVENT OF TERMINATION OF THE AGREEMENT, THE TERMS AND CONDITIONS DESTINED TO SURVIVE SUCH TERMINATION OR EXPIRATION WILL SO SURVIVE. TERMINATION WILL NOT AFFECT THE RIGHTS OF THE PARTIES ACCRUED UP TO THE DATE OF TERMINATION.

13 Miscellaneous

13.1 Relationship of the parties. The Agreement and these Terms are not intended to create, and does not create any partnership, joint venture, agency, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract.

13.2 Severability. If any provision of the Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

13.3 Assignment. Customer may not assign or delegate its rights, duties, or obligations under the Agreement without the prior written consent of Rocsys.

13.4 No waiver. If Rocsys at any given time does not enforce any clause of the Agreement, this cannot be interpreted as a waiver to later rely on the said Agreement.

13.5 Governing law. If the Agreement is entered into by Rocsys B.V. (as indicated in the order), the Agreement will be governed by and construed in accordance with the laws of the Netherlands. If the Agreement is entered into by Rocsys Inc. the Agreement will be governed by and construed in accordance with the laws of the State of New York. Each party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

13.6 Jurisdiction. If the Agreement is entered into by Rocsys B.V. (as indicated in the order), any dispute arising out of or in connection with the Agreement shall exclusively be referred to the court of Amsterdam, the Netherlands. If the Agreement is entered into by Rocsys Inc., any dispute arising out of or in connection with the Agreement shall exclusively be referred to the court of the State of New York.

13.7 Entire Agreement, Modifications. The terms of an Agreement (including these Terms and any other terms and conditions forming part thereof) constitute the entire understanding and agreement between the Parties regarding the sale of Products and performance of Services under that Agreement. They supersede any prior promises, agreements, representations, undertakings, or implications, whether oral or written, between Rocsys and Customer with respect to the subject matter. The Agreement may only be amended or modified in writing, specifically stating that it amends the Agreement, and signed by an authorized representative of each party.

13.8 Marketing & Publicity. Customer agrees to be identified as a customer of Rocsys and agrees that Rocsys may refer to Customer by name, trade name or trademark, if applicable, and may describe Customer's business in Rocsys' marketing materials and on Rocsys' websites. Customer hereby grants to Rocsys a license to use Customer name and any of Customer's trade names and trademarks solely in connection with the rights granted to Rocsys pursuant to this Section. Customer also grants to Rocsys the right to add Customer's name and company logo to Rocsys' customer list and website.

13.9 Force Majeure. No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Customer to make payments to Rocsys hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event"): (a) acts of God; (b) flood, fire, earthquake, COVID-19 and other mass health related issues, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) shortage of adequate power or transportation facilities; (h) delayed deliveries to such Impacted Party by third parties of ordered goods or services in circumstances other than can be imputed to such party and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure

Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

- 13.10 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the preamble of this Agreement. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section..
- 13.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- 13.12 Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, neither party shall knowingly, without the prior written consent of the other party, solicit, hire or otherwise engage any current employee of the other party, directly or indirectly, as an employee, consultant, independent contractor or agent associated with this Agreement. Notwithstanding the foregoing, this provision shall not apply to: (a) such employees who independently initiate contact with the other party regarding potential employment, (b) solicitation by a party through any advertisement or general solicitation that is not specifically targeted at such employees, or (c) any employees solicited via the efforts of any employment recruiter provided that such recruiter's efforts are independent and the party does not direct such recruiter to specifically target any such employee.
- 13.13 Insurance. During the term of the Agreement and for a period of one year thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in an amount sufficient to pay for any potential liabilities hereunder with financially sound and reputable insurers. Upon Rocsys' request, Customer shall provide Rocsys with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Rocsys as an additional insured. Customer shall provide Rocsys with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Rocsys' insurers and Rocsys.

EXHIBIT A
SERVICE LEVEL ADDENDUM

1 Applicability

In reference to Section 1.3 of Rocsys General Terms and Conditions for the Sale of Products and Services, (the "Terms"), this Exhibit A is attached and incorporated into the Agreement between Rocsys and Customer, and sets forth specific terms and conditions under which Rocsys shall provide Services to Customer, (the "Service Level Addendum" or "SLA"). Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Terms.

2 Definition of Services

Rocsys shall provide Services and Software to Customer to enable the operation of Products for the autonomous charging of electric vehicles. Services are available in three (3) different levels: Bronze, Silver and Gold, each granting a different level of Service, as specified in the Commercial Terms.

3 Term and Termination

3.1 Term, Renewal. The term of the SLA will commence on the date specified in the Agreement, (the "Effective Date") and will continue for a period of three (3) years unless it is earlier terminated pursuant to the terms of this SLA (the "Initial Term"). Upon expiration of the Initial Term, the term of this SLA will automatically renew for additional successive three (3) years terms unless Rocsys provides written Notice of non-renewal at least ninety (90) days prior to the end of the then-current term (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless any Renewal Term is earlier terminated pursuant to the terms of this SLA or applicable Law.

3.2 Termination. In addition to any remedies provided under the Agreement, Rocsys may terminate the SLA with immediate effect upon written notice to Customer if: (a) Customer fails to pay any amount due under the SLA; (b) Customer has not otherwise performed or complied with any terms of the SLA, in whole or in part; or (c) Customer becomes insolvent, files for bankruptcy, or is subject to proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

3.3 Effect of Termination. Upon termination of the SLA for any reason (a) all Customer's licenses to use the Services and Software will immediately and automatically terminate; (b) Customer shall cease all access and use of the Services and Software; (c) Customer shall return to Rocsys any Rocsys Confidential Information, Intellectual Property or documentation in Customer's possession; and (d) Customer shall promptly pay all unpaid Fees and all third-party charges incurred by Rocsys arising from such termination.

4 Fees and Payment

4.1 Fees. Customer shall pay Rocsys any Fees as specified in the Commercial Terms. These Fees do not include any applicable taxes or duties, such as state and local use, sales, and property taxes and duties. Customer shall bear all costs related to the Services, including transportation, travel, and lodging expenses (as set forth in the Agreement). If any payment under the SLA is delayed for a certain period by Customer, Rocsys may suspend the provision of Services until the payments are made. Rocsys reserves the right to charge additional fees for any work performed on requested services not covered by this SLA.

4.2 Service Commencement Date. Billing for Services will commence on the date Rocsys delivers the Services or as otherwise agreed by the Parties in writing.

5 Performance. Availability.

Rocsys shall make reasonable efforts to ensure timely and professional performance of the Services. Time for performance will not be of essence unless explicitly agreed otherwise. Services may become temporarily unavailable due to: (i) Scheduled or unscheduled maintenance, modifications, or upgrades; (ii) Hardware failures, power outages, or failures of third-party providers; (iii) Mitigation or prevention of threats or attacks to the Services or related networks/systems; Rocsys shall make commercially reasonable efforts to notify Customer in advance of scheduled unavailability. Except as provided in these Terms, Rocsys has no liability for damages, losses (including loss of data or profits), or other consequences due to Service unavailability or failure to provide notice thereof.

6 Discontinuation.

Rocsys reserves the right to suspend or discontinue any Services, including any outdated or obsolete Product or Software, at its sole discretion. In such cases, Rocsys may require Customer to upgrade to the latest version of the Product or Software. Any additional fees or upgrade costs shall be agreed upon by the Parties in writing prior to implementation. Rocsys may occasionally: (a) Change the technical specification of a Service, provided that it does not materially impair performance; (b) Provide an alternative, equivalent service, where necessary, provided Rocsys gives Customer as much notice as reasonably practicable.

7 Subscription License.

If applicable, and in consideration of the payment of the applicable Fees, Rocsys shall grant Customer a non-exclusive, limited-term, non-transferable, non-sublicensable and revocable subscription license (the "Subscription License"), solely during the Term, to operate, in the cloud environment or on-premise infrastructure, the object code version of the cloud software (the "Cloud Software"). The Subscription License is a license to allow Customer's authorized users to access and use the Cloud Software, according to the parameters set forth herein, solely in accordance with applicable documentation provided by Rocsys, solely for Customer's internal business purposes and solely in conjunction with equipment specified by Rocsys. The Cloud Software is and will always be Rocsys Intellectual Property and subject to the provisions of Section 10 of the Terms.

8 API License.

If the Services offer integration capabilities via an application programming interface ("API") and in consideration of the payment of the applicable Fees, Rocsys shall grant Customer solely during the Term, a non-exclusive, limited-term, non-transferable, non-sublicensable and revocable license (the "API License") to use the API and any documentation solely for the purposes of internally developing a Customer application (the "Customer Application") and allowing Customer to use the API as part of such Customer Application. The API is and will always be Rocsys Intellectual Property and subject to the provisions of Section 10 of the Terms.

9 Remote Services.

Rocsys shall provide Helpdesk Services in accordance with its Service Levels, which may be subject to change in Rocsys' sole discretion. Helpdesk Services may be interrupted by times of scheduled and unscheduled maintenance and repair of Rocsys Systems ("Downtime"). Rocsys shall use commercially reasonable efforts to minimize such Downtime.

10 System Updates.

Subject to Customer's payment of any applicable Fees, Rocsys may, from time to time, (remotely) update any Software as necessary to maintain its proper operation, security, and compatibility with other components of the Products or Services. Rocsys may require updating Software on-site and in such case, Rocsys shall provide Customer with advance notice of any required on-site updates and schedule them at a mutually agreed-upon time. All Software updates provided by Rocsys shall be deemed part of the Software and subject to the same terms and conditions as the original Software.

11 Standard Remote Services.

Standard Remote Services are conducted by Rocsys remotely, as agreed upon in writing by the parties. Specifics such as frequency, method, and scope will be defined within this agreement, considering factors like fleet size, specifications, and geographic location.

12 Warranties and Representations

12.1 Limited Service Warranty. Rocsys represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the SLA. All on-site Services will be deemed to be accepted unless Customer notifies Rocsys in writing within five (5) working days after performance that the On-site Services did not conform to this warranty. Rocsys will not be liable for a breach of the warranty set forth in this Section 12 unless Customer gives written notice of any defective On-site Service, reasonably described, to Rocsys within five (5) days of the time when Customer discovers or ought to have discovered that the Services were defective. Subject to this Section 5.1, Rocsys shall, in its sole discretion, either: repair or re-perform such Services (or the defective part); or credit or refund the price of such Services at the pro rata contract rate.

12.2 THE REMEDIES SET FORTH IN THIS SECTION 12 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ROCSYS ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 12.

12.3 Exclusions. The Limited Service Warranty set forth in this Section will not apply to any defect, failure or damage caused by: (a) reparation, modification, reinstallation, or relocation of the Product not authorized, or performed by Rocsys; (b) use of

external systems or supplies, parts, accessories, or equipment not delivered by Rocsys; (c) operation or use of the Product or Software not in conformity with the latest release of the applicable documentation; (e) configuration or other alteration or adaptation of the Product or Software not performed or authorized by Rocsys; (f) abuse, misuse, improper or incorrect use, or mishandling of the Product or Software; (g) any limitation or prohibition, of any type, imposed by Customer or its affiliates on Rocsys to timely access, remote or otherwise, to the Product or Software; (v) to implement, or failure to allow Rocsys to implement, all new updates to Software to the extent such updates are made available to Customer.