GENERAL TERMS AND CONDITIONS FOR SOFTWARE LICENSE AND SERVICE SUPPLY

RECITALS

These general terms and conditions (the "General Terms") govern the terms and conditions of the license to use the Software and the provision of the related support, maintenance and update services, as defined below.

Any different or additional terms proposed by the Customer, including by way of pre-printed forms or otherwise, or referred to by the Customer in its own documents, shall be of no effect vis-à-vis the Licensor, unless expressly accepted in writing by the Licensor.

DEFINITIONS

For the purposes of these General Terms, the terms below shall have the meaning set out herein, whether used in the singular or plural:

"Licensor": Flash Battery Srl, the owner of the rights in the Software and provider of the related Services;

"Customer": the entity that purchases the battery or other Flash Battery product with which the Software is supplied;

"Software": the computer programs developed by or licensed from Flash Battery, including firmware, tools, APIs, application modules and Documentation, supplied together with the purchased product, as well as any updates, patches and new versions;

"Documentation": manuals, instructions, technical specifications and similar materials provided in electronic or paper format;

"Updates": fixes, patches, new releases or versions of the Software made available by Flash Battery (including security updates and functional enhancements);

"Open Source Software (OSS)": open-source components included in the Software, subject to the respective license terms indicated in **Annex A**;

"Personal Data": information relating to identified or identifiable natural persons processed in the performance of the Agreement, pursuant to Regulation (EU) 2016/679 ("GDPR");

"General Terms": this document, including its Annexes, which governs the license and use of the Software;

"Services": the ancillary activities provided by the Licensor in relation to the Software, which may include, as applicable, help-desk and technical support, remote or telephone assistance, training, maintenance activities, release notifications and access to Customer portals or knowledge bases, as further described in these General Terms;

"Updates and Developments": collectively, (i) Updates meaning security patches, hotfixes, bug fixes, maintenance releases and minor version upgrades intended to maintain or restore conformity, security and stability; and (ii)

Developments meaning evolutive enhancements, new or improved features, performance optimizations and adaptations for supported platforms/operating systems/hardware. Updates and Developments are made available at the Licensor's discretion, may be notified in advance, and are provided only for supported Products. They form part of the Software, are licensed under the same terms (no transfer of ownership), and may be accompanied by supplemental terms that prevail in case of conflict. Installation is performed by the Customer in accordance with the Documentation. To the extent they include OSS or third-party components, such parts remain governed by their respective licenses (see **Annex A** for OSS and **Annex B** for third-party components).

"Flash Battery Products": the batteries and related hardware manufactured or supplied by Flash Battery (including, by way of example, battery management systems, accessories and integration components) with which the Software is supplied or for which the Software is designed to operate, together with any OEM hardware expressly authorized in writing by the Licensor.

1. Purpose and Scope

The Licensor grants the Customer, free of charge, a non-exclusive, non-transferable and non-sublicensable license limited to installing and using the Software solely to operate Flash Battery Products and/or hardware expressly authorized by the Licensor.

The Software is provided in object code form and on an "as is" basis, together with the relevant Documentation and installation instructions.

These General Terms apply to the use of the Software, to any media on which it is received, and to all Updates and Developments, unless such items are accompanied by supplemental terms, which, in the event of conflict, shall prevail.

By accepting these General Terms, the Customer declares that it will use the Software in the course of its professional activity; accordingly, the Italian Consumer Code (Legislative Decree No. 206/2005) does not apply.

2. Digital Acceptance of the General Terms

Installation, activation or first use of the Software is subject to the Customer's acceptance of these General Terms by ticking a specific checkbox or by another equivalent digital method made available by the Licensor ("Digital Acceptance").

Digital Acceptance is equivalent to a written signature for all legal purposes.

If acceptance is not provided, the Customer is not authorized to install, activate or use the Software and must immediately cease use and uninstall it.

3. License of Use and Restrictions

The Customer has only those rights of use expressly granted by these General Terms; all other rights are reserved to the Licensor.

Use must comply with the Documentation and technical specifications, and the Customer must adhere to any technical limitations embedded in the Software.

In particular, the Customer is expressly prohibited from:

- circumventing, bypassing or disabling technical limitations or protection measures of the Software;
- decoding, reverse engineering, decompiling or disassembling the Software, save as mandatorily permitted by law;
- creating more copies of the Software than those authorized;
- publishing, distributing or making the Software available in a manner that enables duplication by third parties;
- renting, leasing, lending or sublicensing the Software, in whole or in part, without the Licensor's prior written consent;
- using the Software improperly, unlawfully, or otherwise in conflict with these General Terms.

Without prejudice to the prohibition on assigning/sublicensing license rights, the Customer may distribute the Software package to third parties free of charge only and including in full these terms so that each third party becomes an end user subject to these General Terms; any paid distribution is prohibited.

Only one backup copy is permitted for internal security purposes or for reinstallation on an authorized device; any other reproduction/transfer is prohibited unless authorized in writing.

Any breach—even of a single prohibition—constitutes a material breach and entitles the Licensor to terminate the relationship and/or immediately revoke the License, by simple written notice, without prejudice to the right to claim damages.

4. Term, Withdrawal and Termination

The License is granted for an indefinite term and remains valid for the useful life of the Flash Battery Product with which the Software is supplied/activated, without prejudice to earlier termination pursuant to this Article.
Validity is evidenced by the technical activation/validation.

The Licensor may withdraw/terminate with immediate effect by written notice in the event of:
a) insolvency, bill protests, interim/payment order proceedings or insolvency/bankruptcy proceedings (including out-of-court), or liquidation;
b) payment default on amounts due (for ancillary services/related supplies) not remedied;
c) breach of the following clauses: License of Use and Restrictions, Intellectual Property and OSS, Confidentiality, Ethics/Anti-Corruption, Compliance/Export, Audit, Updates;

d) breaches by the Customer under other agreements with the Licensor that entail their termination.

Without prejudice to the foregoing, breach—even of a single obligation or prohibition under these conditions—results in termination by operation of law of the relationship and revocation of the License following written notice by the Licensor, without prejudice to the right to damages.

Pending a breach (including payment default), the Licensor may suspend the Customer's access to portals/related services (downloads, support, etc.) until regularization.

Upon termination, the Customer shall immediately cease use of the Software, uninstall it and destroy all copies (including any backup copy), without prejudice to copies strictly necessary for evidentiary purposes and/or legal compliance.

As from the termination date, the Licensor will discontinue all services rendered in connection with the Agreement, including Updates and support. The Software may continue to operate on an "as is" basis, but the Licensor does not warrant continuity, updating, security, compatibility or the absence of malfunctions over time, in light of the natural technical evolution of platforms and dependencies.

The following provisions shall expressly survive termination and continue to produce effects: Intellectual Property, License of Use and Restrictions (for protective aspects), Confidentiality and protection of know-how, Hold Harmless/Indemnity, Limitations of Liability, Ethics/Anti-Corruption, Regulatory compliance and export control, as well as any other clause that should reasonably survive.

The Licensor's exercise of the rights of withdrawal, termination or suspension does not imply a waiver of any other remedies provided by law or by these General Terms, which remain cumulative.

5. Customer Obligations

The Customer shall verify the suitability and compatibility of its hardware, software and network systems for the use of the Software and the enjoyment of the Services (including Updates and Developments) and hereby waives any claim against the Licensor relating to malfunction or improper operation of the Software, or to the failure or improper provision of services, resulting from the inadequacy of the Customer's systems.

The Customer acknowledges the high technical complexity of the Software (and Updates/Developments) and undertakes to comply with the Documentation.

The Customer is solely responsible for implementing the Software within its environment (planning, configuration, parameterization, integrations with third-party systems, data migration and go-live), ensuring adequate resources and skills, as well as compliance with the Documentation and with the technical prerequisites indicated by the Licensor.

The Customer acknowledges and agrees that the Licensor (and, in any case, Flash Battery) shall in no event be liable for

any malfunction, lock-up, error and/or IT security issue of the Software or the Updates and Developments arising from installation or configuration activities carried out not in accordance with the relevant instructions.

The Customer must not prevent or hinder the proper functioning of the Software's security, license control and update mechanisms.

In relation to the above, the Customer shall hold harmless and indemnify the Licensor from and against damages, costs and liabilities arising from non-compliant implementations/uses.

6. Updates and Developments

The Software is subject to Updates including security patches, fixes, functional improvements and new releases, and, where applicable, Developments; this includes bug fixes, new features and adaptations to supported platforms/operating systems/hardware.

Installation of Updates/Developments is under the Customer's responsibility, to be performed within the reasonable timelines indicated in the notice and/or in accordance with the Documentation and technical instructions. The Customer shall schedule maintenance windows, perform backups and, where appropriate, prepare a rollback plan.

The Customer shall ensure the required network and security prerequisites (e.g., whitelists, ports, proxies, privileges), as well as the suitability of the environment (OS versions, drivers, dependencies) required for installing and properly running the new version.

It is forbidden to disable, hinder or circumvent mechanisms related to the updating process (including integrity and license checks). In case of failure or delay in installation, the Customer accepts the related risks (security, stability, compatibility).

Updates and Developments are provided with professional diligence and are made available only for supported platforms and environments; there is no obligation to back-port changes to versions no longer supported, nor to adapt the Software to technological evolutions that were not reasonably foreseeable at the time of release.

The Licensor may provide inter-company training (half-day) at locations designated by the Licensor and a help-desk service (e-mail, remote/telephone assistance). Dates are set at the Licensor's discretion. Training covers use of the Program and does not include privacy-law modules.

7. Intellectual Property and OSS

All intellectual and/or industrial property rights, including economic exploitation rights, in and to the Software (including, by way of example, object code, source code and interfaces), preparatory works, Documentation, Updates and developments and derivative works, are and shall remain the exclusive property of the Licensor and/or its licensors.

All rights in trademarks, logos, names and other distinctive signs associated with the Software remain with the Licensor (or the respective rightsholders); the Customer may not use them without prior written authorization.

Activation transfers no ownership rights to the Customer. The Customer shall use the Software within the scope of the license and the technical limitations.

OSS components are subject to the respective licenses listed in Annex A, which prevail in the event of conflict with these General Terms. The Licensor will provide, upon request and within the time limits provided by law, the information and items required by the applicable licenses (including access to source code where due).

The Software also integrates libraries/drivers from HMS Technology Center Ravensburg GmbH and PEAK-System Technik GmbH (HMS/PEAK), used under their respective licenses/conditions, as described in **Annex B**.

8. Warranty

The Customer acknowledges and agrees that the Software, including Services, Updates and Developments and the Documentation, is provided "As Is", and that any express or implied warranties are excluded as to the Software's fitness for the Customer's needs, its freedom from errors, or the existence of functionalities not provided for in the technical specifications and the related Documentation.

The Licensor warrants solely that the Software is capable of performing the operations described in the official technical Documentation. The Customer acknowledges that such warranty is limited to substantial conformity with the stated specifications and that, in the event of non-conformity, the exclusive remedy shall consist—at the Licensor's discretion—in correcting the defect, releasing a patch/update, or providing a reasonable work-around.

Without prejudice to the foregoing, and except in cases of willful misconduct or gross negligence, the Licensor shall not be liable for direct or indirect damages arising from the use or non-use of the Software (including, by way of example, personal injury, loss of profits, business interruption, loss or corruption of data, restoration costs and the like). The Licensor carries out internal testing according to standard procedures (including checks for bugs, errors, viruses or other harmful elements) but does not warrant the absolute absence of defects nor the security of the Software; any data processed through or by means of the Software is used at the Customer's risk.

Excluded from the warranty and liability are all defects or malfunctions due to installations or configurations not compliant with the Documentation, use with hardware/environments that are incompatible or unauthorized, unauthorized modifications, improper or negligent use, hindrance to updates, as well as service failures dependent on networks or third-party services or on force majeure. Moreover, where the Software is used in conflict with these General Terms or with the Documentation, there is no obligation to provide upgrades, updates, bug-fixes or support.

9. Hold Harmless / Indemnity

The Customer undertakes to use the Software and services for lawful purposes permitted under applicable law, customary practice and usage, in any case without infringing the rights of third parties, with particular regard to data protection and intellectual property rules.

The Customer undertakes to indemnify and hold harmless the Licensor from and against any costs attributable to claims and/or actions by third parties arising from damage caused by the Customer or from unlawful/non-compliant use of the Software.

10. Regulatory Compliance and Export Controls

The Customer shall use the Software in compliance with applicable laws, including export, re-export and technology-control regulations; the Customer shall not carry out prohibited exports without the necessary authorizations. Any breach constitutes a material breach and entitles the Licensor to immediately revoke the License.

11. Ethics, Anti-Corruption and Code of Ethics

The Customer undertakes to comply with anti-corruption laws and with Flash Battery Srl's Code of Ethics. Breach of this clause constitutes a material breach and entitles the Licensor to immediately revoke the License, without prejudice to damages.

12. Processing of Personal Data

The Licensor's processing of Personal Data in the performance of the Agreement shall take place in full compliance with the GDPR and the Italian Privacy Code.
The Customer appoints Flash Battery as Processor pursuant to Article 28 GDPR and, where requested, appoints an internal technician as System Administrator.
The Customer further declares that it has received, read and understood the privacy notice pursuant to Article 13 GDPR, attached hereto.

13. Confidentiality and Protection of Know-How

For the purposes of this clause, "Confidential Information" means, by way of example and without limitation: the Software (in any form, including object/source code, libraries, firmware, APIs), algorithms, architectures and logical flows, technical specifications, Documentation, development and release plans (roadmap), build/testing tools, credentials for accessing download/activation portals, as well as any technical or commercial information, trade secrets or know-how under Articles 98–99 of the Italian Industrial Property Code (Legislative Decree No. 30/2005) and Directive (EU) 2016/943, disclosed or otherwise made available to the Customer, whether in writing, orally, electronically or through access to the Licensor's systems.

The Customer undertakes to:
a) treat Confidential Information with the strictest confidence, using at least the level of care adopted for its own confidential information and, in any event, not less than professional diligence;

b) use Confidential Information exclusively for the purposes strictly necessary to the compliant use of the Software pursuant to the Agreement;
c) not disclose Confidential Information to third parties without the Licensor's prior written authorization;
d) limit access to Confidential Information to those of its employees/contractors/consultants who have a genuine need-to-know for performance purposes and who are bound by confidentiality obligations at least equivalent to this clause;
e) adopt appropriate technical and organizational measures to prevent unauthorized access, use or disclosure (including access control, encryption where reasonable, environment segregation, logging and clean-desk policies);
f) refrain from reverse engineering, decompiling, disassembling, decrypting or otherwise attempting to derive the source code or trade secrets embedded in the Software, save as mandatorily permitted by law and within those limits (without prejudice to the "License of Use and Restrictions" clause).

The above obligations do not apply to information that the Customer can prove to be: (i) already public without breach of this confidentiality undertaking; (ii) lawfully already known to the Customer prior to disclosure by the Licensor; (iii) lawfully received from third parties without confidentiality obligations; (iv) independently developed by the Customer without use of or reference to the Confidential Information. The burden of proof rests with the Customer.

If the Customer is required by law or by order of an authority to disclose Confidential Information, the Customer (to the extent permitted) shall promptly give written notice to the Licensor so that protective measures may be sought, and shall disclose only the portion strictly required, continuing to treat all remaining information as confidential.

Upon termination of the relationship between the parties (or upon simple request by the Licensor), the Customer shall promptly return or destroy all Confidential Information and any copies/extracts thereof, including backup media where technically and legally possible, and shall certify such destruction in writing upon request. This is without prejudice to what is necessary for legal compliance or judicial protection of rights, provided the continuing confidentiality obligation is observed.

The Customer is prohibited from using the Licensor's corporate names, trademarks, logos or other distinctive signs for press releases, case studies, promotional materials or public benchmarks without the Licensor's written consent. Publications or comparative tests liable to disclose Confidential Information or disparage the Software are prohibited.

Any suggestions, ideas, enhancement requests or feedback provided by the Customer may be freely used by the Licensor, which acquires a non-exclusive, irrevocable, perpetual and royalty-free right to use them and incorporate them into its products/services, with no obligation of attribution or compensation. No feedback shall constitute the Customer's confidential information unless otherwise agreed in writing.

The obligations under this clause shall remain effective for five (5) years after termination of the relationship between the parties; it being understood that, as regards trade secrets/know-how, source code and security measures, the confidentiality obligation shall continue indefinitely for so long as such information retains its confidential nature under applicable law.

The Customer acknowledges that breach of this clause may cause irreparable harm: the Licensor shall be entitled to seek injunctive relief in addition to full compensation for damages, without the need for security, without prejudice to any other remedy and to the provisions on express termination.

In the event of any inconsistency between this clause and any NDAs executed between the parties, the more restrictive provision for the Licensor's protection shall prevail. The clauses "License of Use and Restrictions", "Intellectual Property and OSS", "Audit" and "Processing of Personal Data (GDPR)" remain in force to the extent they supplement this clause.

14. General Provisions

The Customer may not transfer or assign its rights and/or obligations arising hereunder without the Licensor's prior written consent.

Should any provision of these General Terms be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, which shall remain in force between the parties. The parties agree to replace invalid or unenforceable provisions with valid and enforceable provisions that most closely reflect the parties' intent.

Failure by the Licensor to exercise any right granted by these General Terms shall not constitute, nor be construed as, a waiver of such right.

These General Terms constitute the entire agreement between the parties and may not be amended, modified or rescinded except in writing with the consent and signature of all interested parties.

Where both parties are registered as companies, they accept the jurisdiction of the courts having venue at the Licensor's principal place of business (Italy).

These General Terms are governed by Italian law.

Annexes

Annexed hereto:
• **Annex A**
• **Annex B**

OPEN SOURCE AND THIRD-PARTY SOFTWARE NOTICES

This section provides information about the open source and third-party software components included in this product.

Certain components of the software distributed by Flash Battery Srl are developed by third parties and are subject to their own license terms.
These components are used in compliance with the applicable open source or proprietary license agreements.

Each component listed below is identified together with its respective license type, copyright notice, and reference to the official license text.

Flash Battery Srl does not claim any ownership or authorship over third-party or open-source software integrated into this product. Such software remains
the property of its respective authors and rights holders.

[1] Annex A – Open Source Software

The software included in this product contains copyrighted software that is licensed under the below Open-Source Software licenses.

[License summary of the software]

OpenSSL:
OpenSSL License, Dual Licensed under the OpenSSL License and the SSLeay License
Qwt:
LGPL-2.1-or-later

Xlsx (e.g., QtXlsxWriter):
BSD-3-Clause

[Licenses of the software]

OpenSSL (OpenSSL License and SSLeay License):

Project website (OpenSSL):
https://www.openssl.org/

Notice (OpenSSL):

OpenSSL License Copyright © The OpenSSL Project 1998-2023. All rights reserved.

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com).

This product includes software developed by the OpenSSL Project for use in the OpenSSLToolkit. (http://www.openssl.org/)

License Text (OpenSSL):

OpenSSL is licensed under a dual license: the OpenSSL License and the original SSLeay License.
The complete license text is available in the LICENSE file of the OpenSSL source code.

Additional information regarding licensing for OpenSSL can be found at: https://www.openssl.org/source/license.html

Qwt (LGPL-2.1-or-later):

Project website (Qwt):
https://qwt.sourceforge.io/

Notice (Qwt):

Qwt - Qt Widgets for Technical Applications
Copyright © 1996-2023 Uwe Rathmann

This library is licensed under the terms of the GNU Lesser General Public License (LGPL) version 2.1 or later.

License Text (Qwt):

The complete license text for LGPL-2.1-or-later is available at: https://www.gnu.org/licenses/old-licenses/lgpl-2.1.html

Xlsx (BSD-3-Clause):

Project website (QtXlsxWriter):
https://github.com/dbzhang800/QtXlsxWriter

Notice (QtXlsxWriter):

QtXlsxWriter - Excel file generation library for Qt
Copyright © 2013-2023 by the respective authors.

Licensed under the BSD 3-Clause License.

License Text (QtXlsxWriter):

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

For the complete BSD 3-Clause License text, visit:
https://opensource.org/licenses/BSD-3-Clause

[2]] Annex B – Proprietary Third-Party Software

The software included in this product integrates certain proprietary software components licensed by third parties under their respective terms and conditions, as described below.

These components are not open-source, but are used in accordance with the license agreements provided by their respective manufacturers.

[License summary of the proprietary software]

HMS Technology Center Ravensburg GmbH:

HMS Industrial Networks Driver / Library
Licensed under HMS proprietary license terms as provided with the HMS SDK and/or driver package

PEAK-System Technik GmbH:

PEAK-System CAN Driver / Library
Licensed under PEAK-System proprietary license terms as provided with the PCAN driver and SDK package

[Notices of the proprietary software]

HMS Technology Center Ravensburg GmbH:

Project website (HMS):
https://www.hms-networks.com/

Notice (HMS):

HMS Industrial Networks Driver / Library © HMS Technology Center Ravensburg GmbH. All rights reserved.

The Software integrates HMS proprietary software components enabling communication via HMS CAN interfaces.

These components are licensed under the HMS license terms
accompanying the driver and SDK package and are used solely
for integration and runtime operation.

License Terms (HMS):

The applicable license terms are provided by HMS Technology Center Ravensburg GmbH together with the distributed SDK and driver package.

For further information, visit:
https://www.hms-networks.com/legal

PEAK-System Technik GmbH:

Project website (PEAK-System):
https://www.peak-system.com/

Notice (PEAK-System):
PEAK-System CAN Driver / Library © PEAK-System Technik GmbH. All rights reserved.

The Software integrates PEAK-System proprietary software components enabling communication via PCAN interfaces.

These components are licensed under the PEAK-System license terms accompanying the PCAN driver and SDK package.

License Terms (PEAK-System):

The applicable license terms are provided by PEAK-System Technik GmbH together with the distributed driver and SDK package.

For further information, visit:
https://www.peak-system.com/

[General Notice]

All trademarks, product names, and company names or logos mentioned are the property of their respective owners.

Integration of these proprietary components does not imply endorsement or any partnership between the Licensor of this Software and HMS Technology Center Ravensburg GmbH or PEAK-System Technik GmbH.

Copies of the applicable license terms can be found within the software package or obtained directly from the respective suppliers.