Exhibit 10.20  
 Execution Version  
 LICENSE AGREEMENT  
 This LICENSE AGREEMENT (this “Agreement”), dated as of September 9, 2021 (the “Effective Date”), in entered into by and between Fluence Energy, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (“FLUENCE”) (“LICENSOR”) and The AES Corporation, a corporation duly formed and validly existing under the laws of the State of Delaware (“AES”) (“LICENSEE”) . Each of LICENSOR, and LICENSEE is sometimes referred to herein as a “Party” and, together, as the “Parties.”  
 WITNESSETH  
 WHEREAS, AES having assigned to FLUENCE and FLUENCE having taken assignment from AES of certain patents and patent applications (the “Patent Transfer”); and  
 WHEREAS, as a condition to such Patent Transfer, FLUENCE has agreed to grant to AES, and AES wishes to receive, a license under the Licensed Intellectual Property on the terms and conditions set forth below and as necessary to accomplish the purposes of this Agreement.  
 NOW, THEREFORE, in consideration of the foregoing premises and the respective covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:  
 ARTICLE 1 DEFINITIONS  
 1.1 “Affiliates” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.  
 1.2 “Stationary Energy Storage Field” means the development, manufacturing, marketing, and/or sale of stationary energy storage systems and solutions based on battery technology for utility-scale and commercial industrial applications and residential applications, together with such other lawful activities as a limited liability company may undertake in connection therewith, and includes energy storage mediums such as supercapacitors, primary batteries, and secondary batteries such as lithium, Li-Ion, flow batteries, sodium-ion, and metal-air but excludes developing or producing the technology for the storage medium itself (e.g., battery chemistry) and inverters.  
 1.3 “Exclusive Field” means the Stationary Energy Storage Field.  
 1.4 “Improvement” means any improvement, enhancement, modification, or other derivative work of the Licensed Patents, the Licensed Process, the Licensed Product or the Licensed Know-How after the Effective Date, including all Intellectual Property rights therein.  
 1.5 “Intellectual Property” means any and all Patents, copyrights, trademarks, trade dress, know-how, trade secrets, industrial design rights, inventions (whether or not patentable), processes, methodologies, procedures, works of authorship, moral rights, Software, domain names, specifications, production tools, designs and models as well as any applications therefor and any related rights in or to any of the foregoing, confidential information, and any other corresponding rights and all other intellectual property rights (whether registered or unregistered) anywhere in the world.  
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 1.6 “Know-How” means trade secrets, know-how, and all other confidential or proprietary information, including but not limited to: design Software, manufacturing Software, inspection Software, repair Software, process specifications, material specifications, bills of material, drawings, methodologies, design procedures, manufacturing procedures, inspection procedures, repair procedures, parameters and/or specifications for machines, special tools, and/or fixtures, and undocumented expertise.  
 1.7 “Licensed Intellectual Property” means the Licensed Patents, the Licensed Process, the Licensed Product. the Licensed Know-How, and the Improvement Intellectual Property licensed under Section 3.1.  
 1.8 “Licensed Know-How” means Know-How related to the Licensed Patents or that is necessary or useful for implementing the Licensed Patents.  
 1.9 “Licensed Patents” shall mean all Patents set forth in Exhibit A.  
 1.10 “Licensed Process” means any process that is covered by a Licensed Patent.  
 1.11 “Licensed Product” means any service or product that (i) is covered by the Licensed Patents; or (ii) is manufactured using a Licensed Process.  
 1.12 “Non-Exclusive Field” means all fields excluding the Exclusive Field. For avoidance of doubt, the Non-Exclusive Field includes (i) uninterruptable power supply (UPS) systems (other than for use in Applications), (ii) a virtual energy storage network built out of individual, connected, geographically distributed product units of less than 150 kilowatts per unit (a “swarm”), (iii) static synchronous compensators (Statcom), (iv) supercapacitors, (v) the technology for the storage medium (e.g. batteries), (vi) energy storage inverters, (vii) stationary storage systems sold as part of an integrated product in conjunction with the sale of energy storage systems on board of vessels, vehicles or locomotives, where the main purpose of the stationary storage system is to charge or to be charged by such on-board energy storage system or the vehicle brake energy and (viii) stationary storage systems providing power directly and primarily to electric vehicle charging stations.  
 1.13 “Patents” means any patents (utility and design, or their equivalents) together with any extensions, reexaminations and reissues of such patents, patents of addition, patent applications (including provisional patent applications), divisions, continuations, continuations-in-part, and any subsequent filings in any country or jurisdiction claiming priority therefrom.  
 1.14 “Person” means any natural person, business trust, corporation, partnership, limited liability company, joint stock company, proprietorship, association, trust, joint venture, unincorporated association or organization, labor union, group (as defined in the Securities Exchange Act of 1934, as amended) or any other legal entity of whatever nature.  
 1.15 “Software” means any computer program, operating system, applications system, firmware or software of any nature, whether operational, under development or inactive, including all object code, source code, data files, rules, custom databases, libraries, compilations, tool sets, compilers, higher level or “proprietary” languages, definitions or methodology derived from the foregoing and any derivations, updates, enhancements and customization of any of the foregoing, processes, know-how, operating procedures, methods and all other Intellectual Property embodied in the foregoing, technical manuals, user manuals and other documentation and materials related thereto, whether in machine-readable form, programming language or any other language or symbols and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature.  
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 ARTICLE 2 LICENSE RIGHTS  
 2.1 Exclusive Patent License Grant. LICENSOR hereby grants, in each case for the life of each of the Licensed Patents, to LICENSEE and its Affiliates a worldwide, exclusive (except with respect to LICENSOR, LICENSOR’s subsidiaries and Fluence Energy, Inc., a Delaware corporation), perpetual, irrevocable, sublicensable, non-transferable (except in connection with a permitted transfer of this Agreement as a whole), royalty-free, fully paid up license under the Licensed Patents to develop, improve, make, have made, sell, offer for sale, distribute, import and use Licensed Products and Licensed Processes, and otherwise commercially exploit the Licensed Patents in the Non-Exclusive Field.  
 2.2 Exclusive Know-How License Grant. LICENSOR hereby grant to LICENSEE and its Affiliates a worldwide, exclusive (except with respect to LICENSOR, LICENSOR’s subsidiaries and Fluence Energy, Inc., a Delaware corporation), perpetual, irrevocable, sublicensable, non-transferable (except in connection with a permitted transfer of this Agreement as a whole), royalty-free, fully paid up license under the Licensed Know-How, including any copyright rights and moral rights contained therein, in each case as necessary to develop, improve, make, have made, sell, offer for sale, distribute, import, use, reproduce, modify, make derivative works, and otherwise commercially exploit (i) all current service and products developed, manufactured, marketed, and sold by LICENSEE and its Affiliates in the Non-Exclusive Field as of the Effective Date (“Current Products”) and (ii) any improvements to the Current Products as permitted hereunder. To the extent LICENSOR, as of the Effective Date, are contractually or otherwise legally prohibited from granting any of the exclusive licenses in this Article 2.2, then such a license shall be non-exclusive but otherwise on identical terms, and LICENSOR hereby grants such a non-exclusive license. In the event any exclusive license grant is converted to a non-exclusive license grant pursuant to this section, LICENSOR shall not grant any future licenses in the Non-Exclusive Field on any such licensed Know-How.  
 2.3 Moral Rights. For the avoidance of doubt, to the extent any of the Licensed Intellectual Property may be subject to a claim of moral rights under any law, LICENSOR agrees to waive, and does hereby unconditionally waive, such rights including, but not limited to, the rights of attribution and integrity, and LICENSOR expressly acknowledges that LICENSEE has the right to make changes to the Licensed Intellectual Property.  
 ARTICLE 3 IMPROVEMENTS AND FUTURE TECHNOLOGY  
 3.1 Ownership of Improvements. All right, title and interest in or to all Improvements together with all Intellectual Property and other proprietary rights arising therefrom (“Improvement Intellectual Property”, shall be owned and held solely and exclusively by LICENSOR. LICENSEE and its Affiliates shall have a right to a worldwide, exclusive or non-exclusive (to be determined), perpetual, irrevocable, sublicensable, non-transferable (except in connection with a permitted transfer of this Agreement as a whole) license (“Licensee Back-License to Improvements”) under fair, reasonable and non-discriminatory (“FRAND”) royalty terms, and subject to the Exclusive Field and Non-Exclusive Field restrictions herein, to be negotiated by the Parties before such Licensee Back-License to Improvements is exercised. Such Licensee Back-License to Improvements shall include the right to obtain technical assistance from the developing Party on terms to be negotiated. If such Improvement is developed jointly by LICENSOR and a third party, then (i) if LICENSOR is not contractually or legally prevented from licensing such Improvements to LICENSEE, then LICENSEE shall have the right to a license pursuant to this Article 3.1 or (ii) if LICENSOR is contractually or legally prevented from licensing or disclosing such Improvements to LICENSEE, then LICENSOR agrees to cooperate with LICENSEE in obtaining access to such Improvements, including executing any multiparty agreements, the negotiation of which shall be done in good faith  
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 3.2 All Improvement Intellectual Property licensed to LICENSEE and its Affiliates under this Article 3 shall be afforded the same rights, remedies, and obligations provided for Licensed Intellectual Property under this Agreement. For avoidance of doubt, this includes all rights, remedies, and obligations under Articles 4 through 9.  
 ARTICLE 4 PATENT PROSECUTION AND MAINTENANCE  
 4.1 Obligation of LICENSOR. LICENSOR shall use commercially reasonable efforts to prosecute and maintain all Licensed Patents. To the extent that any inventor of a Licensed Patent is an employee of LICENSEE, LICENSEE shall, at the applicable LICENSOR’S request and cost, make reasonable accommodations to permit such employee to take actions reasonably necessary to perfect that LICENSOR’S title in and/or to enforce such Licensed Patent.  
 4.2 Rights of LICENSEE. If, following exercise of all commercially reasonable efforts, LICENSOR elects not to, or to abandon its efforts to, file, prosecute or maintain one or more of the Licensed Patents, LICENSOR shall provide LICENSEE with written notice thereof, which notice shall be provided at least forty-five (45) calendar days before the date on which (i) any filing concerning the Licensed Patent must be made in order to avoid a material adverse effect on the Patent rights at issue, or (ii) any hearing or other proceeding concerning the Licensed Patent is scheduled to be conducted before the U.S. Patent and Trademark Office, or any foreign counterpart thereof. Following such notice, LICENSEE shall have the right, but not the obligation, to file, prosecute or maintain such Licensed Patents in such country, either, on behalf of and in the name of LICENSOR or LICENSEE, at LICENSEE’S sole expense. In such event, LICENSOR shall execute and deliver to LICENSEE all such instruments and other documents, including assignment of the Licensed Patent, and shall take such other actions as may be necessary or reasonably requested by LICENSEE, in connection therewith. Any fees payable by LICENSEE pursuant to this Section 4.2 shall be (x) paid directly by LICENSEE or (y) if paid by LICENSOR following a request by LICENSEE to LICENSOR, be reimbursed to LICENSOR within thirty (30) calendar days following any written request for such reimbursement. In the event that LICENSEE elects to prosecute or maintain a Licensed Patent pursuant to this Section 4.2, upon written notice from LICENSEE, LICENSOR shall, within thirty (30) calendar days, assign the applicable Licensed Patent to LICENSEE at no further cost or expense to LICENSEE.  
 4.3 Right of First Refusal. Except in connection with the sale of LICENSOR’S business as a whole, LICENSEE has a Right of First Refusal (“ROFR”) with respect to the sale of any Licensed Patent (“ROFR Patents”), which must be exercised within forty-five (45) calendar days of notice to LICENSEE by LICENSOR of such sale or intent to sell. If LICENSEE exercises its ROFR, the Parties agree to conduct good-faith negotiations for ninety (90) calendar days from the expiration of Licensee’s 45-calendar day response period to enter into a purchase agreement for the ROFR Patents. If the Parties are unable to enter into an agreement during the 90-calendar day good-faith negotiation period, LICENSOR shall be entitled to enter into a sale or similar transfer agreement with a third party in connection with such ROFR Patents, provided that, prior to executing such agreement with such third party, LICENSOR is required to make the identical offer to LICENSEE, and LICENSEE shall have twenty (20) business days to accept such offer.  
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 4.4 If, after making commercial best efforts, any of the notice deadlines in Articles 4.2 to 4.3 are not met, then the relevant notice shall be provided as soon as possible, but in no event shall such notice be less than thirty (30) calendar days.  
 ARTICLE 5 ENFORCEMENT  
 5.1 Obligation to Notify. Should either Party become aware of any infringement or potential infringement of the Licensed Intellectual Property by a third party (each, an “Infringement”), such Party shall provide the other Party with prompt written notification thereof, including in such notification all known or reasonably ascertainable details and facts relating thereto.  
 5.2 LICENSEE Enforcement Right. LICENSEE shall, at its own expense, have the right (but not the obligation) to engage in proceedings involving the Infringement of the Licensed Intellectual Property in the Non-Exclusive Field or to take such steps as may be necessary in order to terminate such improper use by unauthorized Persons. Should LICENSEE proceed with any such action, (i) LICENSEE shall keep LICENSOR reasonably informed of the status of, and its activities regarding, such action; and (ii) LICENSOR shall reasonably cooperate with LICENSEE in any such action, including joining the action as a party if necessary to maintain standing, at LICENSEE’s expense. If LICENSOR becomes a party to any action pursuant to this Section 5.2, they shall have the right to be represented by their own counsel if they so choose, at their own expense. Any award, or portion of an award, recovered by LICENSEE in any action commenced by it pursuant to this Section 5.2 shall belong solely to LICENSEE after recovery by the Parties of their respective actual out-of-pocket costs.  
 5.3 LICENSOR Enforcement Right. LICENSOR shall, at their own expense, have the right (but not the obligation) to engage in proceedings involving Infringement of the Licensed Intellectual Property or to take such steps as may be necessary in order to terminate such improper use by unauthorized Persons. Should LICENSOR proceed with any such action, (i) LICENSOR shall keep LICENSEE reasonably informed of the status of, and their activities regarding, such action; and (ii) LICENSEE shall reasonably cooperate with LICENSOR in any such action, including joining the action as a party if necessary to maintain standing, at LICENSOR’S expense. If LICENSEE becomes a party to any action pursuant to this 5.3, it shall have the right to be represented by its own counsel if it so chooses, at its own expense. Any award, or portion of an award, recovered by LICENSOR in any action commenced by them pursuant to this Section 5.3 shall belong solely to LICENSOR after recovery by the Parties of their respective actual out-of-pocket costs.  
 5.4 Additional Enforcement Rights. If the Party with the original right to engage in enforcement activities pursuant to Section 5.2 or Section 5.3 (in each case, the “First Right Party”) refuses to take action against an Infringement within ninety (90) calendar days of the Notice provided by either Party pursuant to Section 5.1, such First Right Party shall notify the other Party (the “Second Right Party”) of such decision and the Second Right Party may, at its sole risk, cost and expense, commence and prosecute legal proceedings in its own name. Should the Second Right Party proceed with any such action, (i) the Second Right Party shall keep the First Right Party reasonably informed of the status of, and its activities regarding, such action; and (ii) the First Right Party shall reasonably cooperate with the Second Right Party in any such action, including joining the action as a party if necessary to maintain standing, at the Second Right Party’s expense. If the First Right Party becomes a party to any action pursuant to this Section 5.4, it shall have the right to be represented by its own counsel if it so chooses, at its own expense. Any award, or portion of an award, recovered by the Second Right Party in any action commenced by it pursuant to this Section 5.4 shall belong solely to the Second Right Party after recovery by both Parties of their respective actual out-of-pocket costs.  
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 5.5 Settlement. LICENSOR will not settle any dispute with any third party at any time regarding the Licensed Intellectual Property that in any way affects LICENSEE’s rights under this Agreement without the prior written consent of LICENSEE. LICENSEE will not settle any dispute with any third party at any time regarding the Licensed Intellectual Property without the prior written consent of LICENSOR.  
 ARTICLE 6 REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS  
 6.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other Party as follows:  
 (a) Such Party is duly organized, validly existing and in good standing under the laws of its place of incorporation or registration.  
 (b) The execution and delivery of this Agreement have been duly authorized by all necessary corporate action on the part of such Party.  
 (c) This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.  
 (d) The execution and delivery of this Agreement, and the performance by such Party of its obligations hereunder, will not (i) contravene or result in the breach or violation of, or a default under, any agreement or understanding by which such Party is bound, or (ii) violate any law, rule, regulation, statute, order or decree to which such Party or any of its Affiliates is a party or by which any of them, or any of their property, is subject or bound.  
 6.2 Specific Assurances: If there is any material third-party Intellectual Property licensed to or otherwise made available to a LICENSOR that (i) cannot be sublicensed or disclosed to LICENSEE under this Agreement, and (ii) is used in or necessary for the operation of the business of the LICENSEE and its Affiliates in the Non-Exclusive Field as of the Effective Date (“Material Third-Party IP”), and, during the term of this Agreement, either Party becomes aware of Material Third-Party IP, then LICENSOR agree to use commercial best efforts to assist LICENSEE in obtaining access to such Material Third-Party IP, including executing any multiparty agreements, the negotiation of which shall be done in good faith.  
 6.3 Further Assurances. Each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Agreement. Without limiting the generality of the foregoing, LICENSOR agrees to fully cooperate with the LICENSEE and shall take all actions reasonably requested by the LICENSEE to perfect, confirm, register, or record any of its rights in and to the Licensed Intellectual Property under this Agreement, as well as this Agreement, with apportionment of reasonable expenses to be determined by the Parties.  
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 ARTICLE 7 DISCLAIMERS AND LIMITATIONS OF LIABILITY  
 7.1 No Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 5, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE LICENSED INTELLECTUAL PROPERTY OR ANY OTHER MATTER COVERED BY THIS AGREEMENT. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  
 7.2 Limitation on Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF ITS AFFILIATES FOR ANY INCIDENTAL, SPECIAL, SPECULATIVE, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS OR GOODWILL) SUFFERED OR INCURRED BY SUCH OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF THE FIRST PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  
 7.3 Acknowledgment. Each Party hereby acknowledges and agrees that the foregoing disclaimer and limitation of liability represent bargained for allocations of risk, and that the economies, terms and conditions of this agreement reflect such allocations.  
 ARTICLE 8 TERM  
 8.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue perpetually thereafter. For the avoidance of doubt: (i) the licenses granted in this Agreement may not be terminated for any reason and no Party shall have the right to terminate, rescind, revoke or otherwise cancel or void this Agreement or any license granted herein for any reason whatsoever, and no remedy permitting or requiring the same shall be imposed for any reason whatsoever; and (ii) the sole and exclusive remedies in the event of a breach (material or otherwise) of this Agreement shall be monetary damages, an injunction or other equitable relief (which, for the avoidance of doubt, may not include termination, revocation, rescission or other cancellation or voiding of this Agreement) with respect to any breach of this Agreement. Each Party acknowledges and agrees that the foregoing limitation on remedies is a necessary inducement for the other Party to enter into this Agreement and such limitation shall not cause this Agreement to, and no Party shall claim that this Agreement does, fail of its essential purpose for lack of remedy or otherwise.  
 ARTICLE 9 MISCELLANEOUS  
 9.1 Confidentiality. LICENSEE agrees to keep confidential, and shall cause its sublicensees and instruct their officers, directors, employees and advisors to keep confidential, all non-public information relating to any Know-How included in the Licensed Intellectual Property, except to the extent such information (i) is or becomes generally known to and available for use by the public other than as a result of LICENSEE's breach or the breach of any other Person bound by a duty of confidentiality to the LICENSEE or its sublicensees, (ii) which is demonstrated by LICENSEE to be or to have been independently developed by LICENSEE without reference to the confidential information relating to the Know-How included in the Licensed Intellectual Property or (iii) is or was lawfully acquired by LICENSEE from sources other than LICENSOR or its Affiliates which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If LICENSEE or any of its sublicensees or their respective representatives are legally required to disclose any such information by judicial or administrative process or by other requirements of law, such Person shall reasonably promptly notify LICENSOR in writing and shall disclose only that portion of such information which such Person is advised by its legal counsel is legally required to be disclosed.  
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 9.2 Entire Agreement. This Agreement contains the entire understanding among the Parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All exhibits and schedules hereto are expressly made a part of this Agreement as fully as though completely set forth herein.  
 9.3 Amendment; Waiver. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by all of the Parties hereto, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.  
 9.4 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect. To the extent permitted by law, each Party hereto waives any provision of law that renders any such provision prohibited or unenforceable in any respect.  
 9.5 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the Party to whom notice is to be given; (b) on the day of transmission if sent via email transmission to the email address given below; (c) on the day after deposit for next day delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (d) on the fifth day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, return receipt requested and properly addressed, to the Party as follows:  
 if to LICENSOR:   
 Fluence Energy, LLC.  
 Xxxxx Xxxxxx, CTO  
 0000 X. Xxxxxxx Xxxxx, Xxxxx 000  
 Xxxxxxxxx, XX 00000  
 Xxxxx.xxxxxx@xxxxxxxxxxxxx.xxx  
 With a copy to: Xxxxxxx X. Xxxxxxxx  
 General Counsel  
 Xxxxx.xxxxxxxx@xxxxxxxxxxxxx.xxx  
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 if to LICENSEE:   
 Xx. Xxxxxxxx Xxxxxxxxx  
 The AES Corporation  
 0000 Xxxxxx Xxxx  
 Xxxxxxxxx, XX 00000  
 With a copy to: Xxxxxx Xxxxx & Bockius LLP  
 0000 Xxxxxxxxxxxx Xxx, XX  
 Xxxxxxxxxx, XX 00000-0000  
 Attn: Xxxxxxx X. Xxxxxxx  
 Any Party may change its address for the purpose of this Section by giving the other Party written notice of its new address in the manner set forth above. Any notice to LICENSEE required by Article 4 may be satisfied by email addressed to all of the following:  
 xxxxxxxx.xxxxxxxxx@xxx.xxx  
 9.6 No Joint Venture. This Agreement does not constitute a partnership, joint venture or agency between the Parties hereto, nor shall either of the Parties hold itself out as such contrary to the terms hereof by advertising or otherwise, nor shall either of the Parties become bound or become liable because of any representation, action, or omission of the other.  
 9.7 No Third-Party Beneficiaries; Performance by Affiliates. Except to the extent that a license under this Agreement extends to Affiliates or to permitted sublicensees, this Agreement is not intended to, and shall not, provide any Person not a party hereto with any rights of any nature whatsoever against any of the Parties hereto, and no Person not a party hereto shall have any right, power, or privilege in respect of any party hereto, or have any benefit or interest, arising out of this Agreement. For the avoidance of doubt, any LICENSEE obligation under this Agreement shall be deemed satisfied if such obligation is performed by an Affiliate of LICENSEE.  
 9.8 Negotiated Agreement. The Parties hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any particular Party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.  
 9.9 Assignment. This Agreement may not be assigned by a Party, or transferred under operation of law or otherwise by a Party, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that this Agreement may be assigned by a Party to any of its Affiliates, or to any successor to all or substantially all of such Party’s stock, assets to which this Agreement relates or business operations to which this Agreement relates, provided that the Affiliate or successor agrees in writing to accept the terms and conditions of this Agreement. This Agreement shall be binding on the successors and permitted assigns of each Party. In the event that any Intellectual Property licensed under this Agreement is sold, assigned, or otherwise transferred to a third party, LICENSOR shall require the successor to such rights to be bound by all of the terms and conditions of this Agreement applicable to such transferred Intellectual Property. Any purported assignment or transfer of this Agreement or the Intellectual Property licensed under this Agreement in violation of this Section 9.9 shall be null and void.  
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 9.10 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Delaware in all respects without giving effect to the conflict of law principles thereof. The sole forum for resolving disputes arising under or relating to this Agreement shall be the state and Federal courts located in the state of Delaware, and all related appellate courts, and the Parties hereby consent to the jurisdiction of such courts and agree that venue shall be in the state of Delaware. Process in any proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY HERETO THAT THIS SECTION 9.10 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 9.10 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.  
 9.11 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, photostatic and PDF copies of signatures to this Agreement (including copies received as attachments to electronic mail) shall be deemed to be originals and may be relied upon with the same force and effect as originals.  
 9.12 Execution and Delivery. This Agreement shall be deemed executed by the Parties when any one or more counterparts hereof, individually or taken together, bears the signatures of each of the Parties hereto. This Agreement, once executed by a Party, may be delivered to the other Party by facsimile transmission of a copy thereof that bears the signature of the Party so delivering it.  
 9.13 Interpretation. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) “including” has the inclusive meaning frequently identified with the phrase “but not limited to,” (d) references to “hereunder” or “herein” relate to this Agreement, (e) a reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns and (e) any reference to any legislation or to any provision of any legislation shall include any modification or re -enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto. The Section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, paragraph and Exhibit references are to this Agreement unless otherwise specified.  
 [Signature Page Follows]  
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 IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Agreement to be executed as the date first above written, by their respective officers thereunto duly authorized.  
 LICENSOR  
 FLUENCE ENERGY, LLC  
 /s/ Xxxxxxx X. Xxxxxxxx By: /s/ Xxxxx X Xxxxxx  
 Xxxxxxx X. Xxxxxxxx Name: Xxxxx X Xxxxxx  
 SVP, General Counsel and Secretary Title: SVP & Chief Technology Officer  
 LICENSEE  
 THE AES CORPORATION  
 By:  
 Name:  
 Title:  
 [Signature Page to Fluence License to AES]  
 IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Agreement to be executed as the date first above written, by their respective officers thereunto duly authorized.  
 LICENSOR  
 FLUENCE ENERGY, LLC  
 By:   
 Name:  
 Title:  
 LICENSEE  
 THE AES CORPORATION  
 By: /s/ Xxxxx Xxxxxxx  
 Name: Xxxxx Xxxxxxx  
 Title: Senior Vice President and Chief Product Officer  
 [Signature Page to Fluence License to AES]  
 Exhibit A  
 LIST OF LICENSED PATENTS  
 [see attached]  
 MLB Reference No. Title Country Status Appl. Number Filing Date Patent Number Issue Date  
042785-04-5002 FREQUENCY RESPONSIVE CHARGE SUSTAINING Brazil Closed 07-Dec-2012   
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