

**GENERAL LICENSE TERMS – AVILOO BATTERY SOFTWARE – V 1\_25**  
as of 27.02.2025

concerning the use of the AVILOO BATTERY SOFTWARE from AVILOO GmbH,  
IZ NÖ Süd, Straße 16, Objekt 69/5  
2355 Wiener Neudorf, Austria,  
corporate registry number FN 502117 h (“**AVILOO**”)

**1. PREAMBLE**

- 1.1 AVILOO specializes in testing lithium batteries in electric vehicles and has developed independent test procedures as well as analysis and test software for this purpose (“**AVILOO BATTERY SOFTWARE**”).
- 1.2 The PARTNER intends to sell AVILOO BATTERY TESTS to their customers (“**CUSTOMER**”). The evaluation of the TEST DATA via the AVILOO BATTERY SOFTWARE remains the responsibility of AVILOO. Based on the TEST DATA determined by AVILOO, AVILOO creates an AVILOO Battery Certificate, an AVILOO SOH SCAN Print or transmits the corresponding data via API.

**2. DEFINITIONS**

- 2.1 The terms used in these LICENSE TERMS in capital letters have the definitions assigned to them in this section.

“**BILLING PERIOD**” refers to each full calendar month during the CONTRACT DURATION, starting on the first and ending on the last day of the month. If the CONTRACT begins or ends on a day other than the first or last day of a month, the invoice for that month will reflect only the actual service period within that partial month;

“**AVILOO BOX**” refers to (i) the technical device and (ii) the set of OBD cables provided to the PARTNER for performing AVILOO BATTERY TEST and (ii) the associated accessories (such as connection or power cables);

“**AVILOO BATTERY TEST**” has the meaning given in Section 3.3.1;

“**AVILOO BATTERY SOFTWARE**” has the meaning given in Section 1.1;

“**AVILOO FLASH TEST**” has the meaning given in Section 3.3.4;

“**AVILOO PREMIUM TEST**” has the meaning given in Section 3.3.3;

“**AVILOO SOH SCAN**” has the meaning given in Section 3.3.5;

“**LICENSE AGREEMENT**” refers to the agreement between the PARTNER and AVILOO, regarding the licensing of the AVILOO BATTERY SOFTWARE, specifying the main mutual obligations of the PARTIES under the CONTRACT;

“**OWN VEHICLES**” refers to vehicles that the PARTNER is entitled to use on the basis of a legal title, such as through purchase, rental, or leasing contracts, or vehicles owned by a CUSTOMER of the PARTNER for which the PARTNER is entitled to perform an AVILOO BATTERY TEST;

“**FIRST PERIOD**” has the meaning given in Section 6.1;

“**FOLLOWING PERIOD**” has the meaning given in Section 6.1;

“**EFFECTIVE DATE**” refers to the start date as stated in the LICENSE AGREEMENT, or if absent, the date of contract acceptance by AVILOO. If no written contract acceptance exists, the date of dispatch of the AVILOO BOX(ES) by AVILOO applies;

“**CUSTOMER**” refers to any customers of the PARTNER;

“**LICENSE TERMS**” refers to these general license terms;

"**LICENSE FEES**" refers to financial compensation for the granting of usage rights to the AVILOO BATTERY SOFTWARE;

"**PARTIES**" refers to AVILOO and the PARTNER together and "**PARTY**" refers to each one individually;

"**PARTNER**" refers to the (legal or natural) person who concludes the CONTRACT with AVILOO;

"**SOFTWARE LICENSE**" has the meaning given in Section 3.1.1;

"**TEST DATA**" refers to all data that is read using the AVILOO BOX;

"**TEST FEE**" has the meaning given in Section 5.2;

"**CONTRACT**" refers to the LICENSE AGREEMENT and LICENSE TERMS, in case of online shop orders, also includes the PARTNER's order and any subsequent changes in accordance with the provisions of the LICENSE TERMS;

"**CONTRACT DURATION**" refers to the FIRST PERIOD together with all FOLLOWING PERIODS;

"**SALES AREA**" refers to the country/countries that are explicitly mentioned in the LICENSE AGREEMENT. If no SALES AREA is specified, the SALES AREA shall be the country in which the PARTNER has its registered seat, principal place of business, or main operations;

"**SALES LICENSE**" has the meaning given in Section 3.3.1;

- 2.2 To the extent that a "section" is referred to in these LICENSE TERMS, such reference refers to the corresponding section in these LICENSE TERMS.
- 2.3 By signing the LICENSE AGREEMENT or ticking the appropriate box in the online shop, these LICENSE TERMS are recognized by the PARTNER as a part of the CONTRACT. AVILOO reserves the right to update these LICENSE TERMS periodically. All significant changes will be communicated to the PARTNER in writing or by email at least thirty (30) days before they take effect. Any terms and conditions of the PARTNER shall only apply if explicitly acknowledged by AVILOO on a case-by-case basis through a specific agreement.

### 3. OBLIGATIONS OF AVILOO

AVILOO provides the PARTNER with the following services:

#### 3.1 LICENSE FOR THE AVILOO BATTERY SOFTWARE

- 3.1.1 AVILOO grants the PARTNER a non-transferable, non-exclusive right, limited to the SALES AREA the CONTRACT DURATION, to use the AVILOO BATTERY SOFTWARE under the provisions of this CONTRACT (the "SOFTWARE LICENSE"). The AVILOO BATTERY SOFTWARE is expressly not sold but made available for use.
- 3.1.2 The SOFTWARE LICENSE for the AVILOO BATTERY SOFTWARE may not be sublicensed, assigned or transferred, or made available in any other way.
- 3.1.3 AVILOO continuously updates the AVILOO BATTERY SOFTWARE without additional LICENSE FEES. AVILOO reserves the right to develop additional functionalities in the future, which may be offered to the PARTNER either (i) for a specific fee or (ii) free of charge.
- 3.1.4 AVILOO provides free email and phone support. Contact details and support hours are published at <https://aviloo.com/support-en.html> AVILOO will endeavor to answer all inquiries in a careful and timely manner.

## **3.2 PROVISION OF THE AVILOO BOX**

- 3.2.1** In connection with the SOFTWARE LICENSE, AVILOO provides the PARTNER with the agreed upon number of AVILOO BOXES.
- 3.2.2** For the distribution of AVILOO BATTERY TESTS to CUSTOMERS under Section 3.3, the PARTNER may provide AVILOO BOXES to their CUSTOMERS. The PARTNER is responsible for ensuring the timely and undamaged return of the AVILOO BOXES. If AVILOO BOXES are provided to CUSTOMERS for conducting AVILOO PREMIUM TEST, the PARTNER must ensure that all data protection rights of the CUSTOMER are respected. Upon request, the PARTNER must provide AVILOO with all relevant documents and proof of compliance.
- 3.2.3** The AVILOO BOX remains the property of AVILOO and must be returned undamaged to AVILOO immediately after termination of the CONTRACT, but no later than four (4) weeks. The PARTNER must bear any return costs. If an AVILOO BOX is (i) not returned, (ii) not returned on time, or (iii) returned with damages beyond normal wear and tear, AVILOO is entitled to charge a replacement fee of EUR 550.00 (excluding VAT) payable within fourteen (14) days of invoice issuance.
- 3.2.4** The PARTNER commits to handling the AVILOO BOXES with due care. The PARTNER must inform AVILOO immediately of any damage (with the exception of normal signs of wear and tear). If the damage is not attributable to the PARTNER or any third party, AVILOO will provide a replacement AVILOO BOX at no cost. Otherwise, the PARTNER is liable for replacement costs according to Section 3.2.3.

## **3.3 SALES LICENSE**

- 3.3.1** AVILOO grants the PARTNER a non-transferable, non-exclusive right, limited to the SALES AREA, and the CONTRACT DURATION, to sell the Tests described in Sections 3.3.3; 3.3.4 and 3.3.5 (“**AVILOO BATTERY TESTS**”) in their own name and for their own account to the PARTNER’s CUSTOMERS (“**SALES LICENSE**”).
- 3.3.2** Regardless of the granting of the SALES LICENSE, AVILOO remains entitled to distribute the AVILOO BATTERY TESTS, even within the SALES AREA.
- 3.3.3** The AVILOO PREMIUM TEST is a comprehensive test that provides information about the State of Health of the battery in an electric vehicle. After completion of the test, an AVILOO battery certificate regarding the State of Health is issued within two (2) days. (“**AVILOO PREMIUM TEST**”).
- 3.3.4** The AVILOO FLASH test provides information about the condition of the battery in an electric vehicle immediately represented by an AVILOO battery certificate (“**AVILOO FLASH TEST**”).
- 3.3.5** The SOH SCAN provides information about the state of health as calculated by the manufacturer (“**AVILOO-SOH SCAN**”).
- 3.3.6** The evaluation of the AVILOO BATTERY TESTS is the sole responsibility of AVILOO.

3.3.7 During the CONTRACT PERIOD, the PARTNER is entitled to use the name and any brands or other identifying features of AVILOO to promote the distribution of the AVILOO BATTERY TESTS. The PARTIES will coordinate this in advance.

3.3.8 It is expressly stated that the sale of the AVILOO BATTERY TESTS does not lead to a contractual relationship between AVILOO and the CUSTOMERS. Compliance with all obligations between the PARTNER and their CUSTOMER in this context of the distribution of AVILOO BATTERY TESTS, such as the timely delivery or correct implementation of the AVILOO BATTERY TESTS, is the sole responsibility of the PARTNER.

#### 4. OBLIGATIONS OF THE CUSTOMER

4.1 The CUSTOMER is responsible for:

- a) Timely payment of the annual LICENSE FEE and the regularly billed TEST FEES as per the LICENSE AGREEMENT;
- b) maintaining a sufficiently strong mobile connection;
- c) periodically connecting the AVILOO BOXES to a power source to enable over-the-air updates and to meet the necessary hardware and software requirements (at least twice a week)
- d) the contractual, lawful, and purpose-compliant use of the AVILOO BATTERY SOFTWARE;
- e) ensuring that their CUSTOMERS comply with the relevant terms of this CONTRACT ;
- f) the confidentiality of the access data for the AVILOO BATTERY SOFTWARE and the prevention of unauthorized access or unauthorized use of the AVILOO BATTERY SOFTWARE, whereby the PARTNER will inform AVILOO immediately of such access.
- g) ensuring that while the AVILOO BATTERY TEST is being carried out, only the AVILOO BOX is connected to the bus systems available at the OBD-port of the OWN VEHICLE;

4.2 If AVILOO becomes aware of a violation of the provisions according to this Section 4, AVILOO is entitled, without prejudice to the other rights under the CONTRACT, to suspend the CUSTOMER's access to the AVILOO BATTERY SOFTWARE until the situation has been clarified and in this context, all requested information and documents from the CUSTOMER clarify the situation.

#### 5. TERMS OF PAYMENT

5.1 The LICENSE FEES are billed at the beginning of the FIRST PERIOD for twelve (12) months in advance and, upon contract renewal, annually on the anniversary of the EFFECTIVE DATE for another twelve (12) months in advance. The amount of the yearly LICENSE FEES is specified in the LICENSE AGREEMENT or the online shop order.

5.2 AVILOO charges the PARTNER a TEST FEE for each completed AVILOO BATTERY TEST. The payable TEST FEE amount is specified in the LICENSE AGREEMENT or the online shop order. AVILOO will issue an invoice at the end of the respective BILLING PERIOD. For all tests performed during that period.

5.3 All prices are subject to the price adjustment clause in the LICENSE AGREEMENT. If no price adjustment clause has been agreed upon in the LICENSE AGREEMENT this Section 5.3 applies: It is expressly agreed that the LICENSE FEES and the TEST FEES are subject to annual indexation.

The European consumer price index EU HICP ("EU Harmonized Index of Consumer Prices") published monthly by EUROSTAT or a comparable index that takes its place serves as a measure for calculating the annual indexation. The indexation adjustment takes place on each January 1<sup>st</sup>, following the EFFECTIVE DATE. The base index for calculating the annual indexation is the index of November of the previous year. (Example: annual indexation for January 2023 is calculated by comparing the index number of November 2021 with the index number of November 2022). Any indexation rates are to be calculated to one decimal figure.

- 5.4 AVILOO's invoices are issued in Euros and due and payable in Euro within fifteen (15) days of invoicing without any deductions. The PARTNER is not entitled to withhold or offset payments for any reason. Payment of the LICENSE FEES must be made by electronic transfer to the bank account stated on the invoice, unless a different payment method has been agreed by the PARTIES.
- 5.5 PARTNER is responsible for all bank fees incurred in connection with the transfer, including but not limited to (i) transferring bank fees, (ii) receiving bank fees, (iii) correspondent bank fees. Deductions due to bank charges, exchange rate fluctuations or other transfer costs are not permitted and are not considered full payment and the PARTNER is obliged to immediately make up the missing amount.
- 5.6 In the event of default of payment, the PARTNER has to pay statutory default interest. If LICENSE or TEST FEES are not paid within fifteen (15) days of the due date, AVILOO reserves the right to suspend access to the AVILOO BATTERY SOFTWARE. If the payment delay exceeds thirty (30) days, AVILOO may terminate the CONTRACT with immediate effect. Regardless, the full LICENSE FEE for the entire current period will remain due and payable.

## 6. CONTRACT DURATION AND TERMINATION

- 6.1 The CONTRACT remains in force for twelve (12) months from the EFFECTIVE DATE ("FIRST PERIOD"). If no PARTY terminates the CONTRACT in writing with a notice period of ninety (90) days before the end of the CONTRACT DURATION, the CONTRACT DURATION is automatically extended every year by a further twelve (12) months (each such extension period a "FOLLOWING PERIOD").
- 6.2 If one PARTY violates an essential provision of the CONTRACT, the other PARTY is entitled to terminate the CONTRACT with immediate effect for cause. A cause that entitles AVILOO to terminate the contract is, in particular, default in payment in accordance with Section 5.6, or use of the AVILOO BATTERY SOFTWARE contrary to the agreement, in particular contrary to the provisions of Sections 3.1 and 4.
- 6.3 Upon termination of this CONTRACT, regardless of the reason for termination, the PARTNER must return or delete all documents, books, records, correspondences, papers, confidential information and other information, as well as return all devices and other properties of AVILOO to AVILOO (and will not keep, reconstruct, or transfer them to someone else); as well as return the provided AVILOO BOXES in accordance with Section 3.2.3.

## 7. WARRANTY

- 7.1 The AVILOO BATTERY SOFTWARE is provided "as is" in accordance with the current state of

technology and depending on availability (“as available”). The use of the AVILOO BATTERY SOFTWARE is at the risk and expense of the user.

- 7.2** In addition, within the framework of the statutory provisions, AVILOO guarantees that the rights of use granted to the AVILOO BATTERY SOFTWARE are free from third-party rights that could conflict with contractual use by the PARTNER.
- 7.3** AVILOO excludes all other warranties, confirmations, guarantees, and assurances in relation to the AVILOO BATTERY SOFTWARE to the extent permitted by law. AVILOO expressly does not guarantee the correctness of the SoH read out by the manufacturer as part of the AVILOO SOH SCAN. The PARTNER is aware that this is not an SoH calculated by AVILOO.
- 7.4** AVILOO does not provide any warranty for errors or other failures of the AVILOO BATTERY SOFTWARE, caused by
- a) maintenance, software updates, or circumstances that are not within AVILOO’s sphere of influence;
  - b) insufficient quality of the internet connection or external hardware/software problems;
  - c) improper use by PARTNER;
  - d) changes to operating systems, third-party software or interfaces
  - e) software viruses or other external influences;
  - f) use of additional hardware on the OBD-port.

## **8. LIMITATIONS OF LIABILITY**

- 8.1** The AVILOO BATTERY TESTS provide information about the state of health of the traction battery at the time of the respective test. The test results do not provide information or forecasts about the lifespan or future health condition of the tested traction battery. The AVILOO BATTERY TESTS do not include an examination of the mechanical condition or electrical safety of the traction battery. Similarly, it is not inspected for damages such as cracks or similar issues.
- 8.2** AVILOO is only liable for damage caused intentionally or through gross negligence. Any liability for damage caused by slight negligence, indirect damage, lost profit, consequential damage, or immaterial damage of any kind is excluded. AVILOO assumes no liability for the accuracy of the data read out by the vehicle electronics.
- 8.3** Claims against AVILOO under this CONTRACT must be asserted within six (6) months of becoming aware of the damage; otherwise, they are forfeited.
- 8.4** AVILOO’s liability towards the PARTNER is limited to the (net) sum of the LICENSE FEES and TEST FEES paid by the PARTNER in the current contract year.

## **9. INDEMNITY**

- 9.1** AVILOO will indemnify and hold harmless the PARTNER if the contractual use of the AVILOO BATTERY SOFTWARE violates third party rights. Such claims are subject to the limitations of liability according to Section 8.

- 9.2 The PARTNER shall notify AVILOO in writing immediately, but no later than seven (7) days of receiving any claim under Section 9.1 and allow AVILOO to join any legal proceedings. The PARTNER has to coordinate with AVILOO with regards to all steps and process actions, in particular acknowledgements and comparisons, support AVILOO to the best of their ability, and forward all necessary and relevant information to AVILOO.
- 9.3 AVILOO reserves the right to modify the AVILOO BATTERY SOFTWARE to avoid infringement of rights or to terminate the CONTRACT with immediate effect if modification is not possible.
- 9.4 The PARTNER will indemnify and hold AVILOO harmless regarding all claims based on breach of contract due to unauthorized use of the AVILOO BATTERY SOFTWARE by the PARTNER or the infringement of third-party rights by the PARTNER.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 With the exception of the herein granted SOFTWARE LICENSE , AVILOO expressly reserves all rights to the AVILOO BATTERY SOFTWARE, the AVILOO BOXES and the AVILOO BATTERY TESTS, including all global technology, intellectual property and property rights thereto. The same applies to the TEST DATA as original result of an evaluation and/or recombination of data read out of the OBD-port by AVILOO.
- 10.2 The PARTNER is not permitted to remove, hide, or obscure any copyright notices or other proprietary notices by AVILOO from the AVILOO BATTERY SOFTWARE, the AVILOO BOXES, or from other materials made available. A breach of this provision is considered a serious breach of contract in accordance with Section 6.2.
- 10.3 The PARTNER may not change, edit, adapt, reverse-engineer, reproduce, disassemble, decompile, or duplicate the AVILOO BATTERY SOFTWARE or the AVILOO BOXES, nor use any other technical or logical procedures in this regard to improve their structure, processes, functionality or to influence other patentable features or to obtain information about them.
- 10.4 The PARTNER is prohibited from subsequent editing of the results of the AVILOO BATTERY TESTS, including the AVILOO battery certificates on the state of health of the battery and the AVILOO SOH SCAN prints. The same applies to their translation, duplication, distribution, sale and any other making available to third parties, regardless of the manner and purpose. Of course, this does not include making the AVILOO battery certificates and the AVILOO SOH SCAN reports available within the scope of the marketing of electric vehicles by the PARTNER (e.g. uploading to sales platforms, etc.).
- 10.5 The results of AVILOO BATTERY TESTS may be stored by the PARTNER in databases so that the PARTNER can access and use them within the scope of the contractual use and marketing. The PARTNER is permitted to integrate test results and certificates into databases that serve the sole purpose of marketing vehicles for resale or providing the end customer with relevant information about the condition of the battery. The PARTNER is prohibited from creating databases for the purpose of exploiting any kind of results from the AVILOO BATTERY TESTS. In particular, the PARTNER is prohibited from creating or operating databases that contain, in whole or in part, the results of the AVILOO BATTERY TESTS, provided that these serve the following purpose:

- a) distribute, license or otherwise exploit database services to third parties;
- b) use test results and battery certificates in a way that contradicts AVILOO's business interests or promotes competition with AVILOO.

10.6 In the event that the PARTNER violates one or more provisions of Section 10, the PARTNER shall pay a contractual penalty of EUR 100,000.00. This contractual penalty is due for payment within fourteen (14) days of AVILOO's request. AVILOO's further claims for damages and AVILOO's right to extraordinary termination of the CONTRACT remain unaffected.

## 11. PRIVACY POLICY

11.1 The PARTIES oblige to comply with the applicable data protection regulations when executing the CONTRACT and will ensure compliance with these requirements by their representatives, employees, and third parties attributable to them. For the processing of personal data within the scope of the fulfillment of this CONTRACT, reference is made to the AVILOO data privacy policy at <https://aviloo.com/privacy-policy.html>.

## 12. CONFIDENTIALITY

12.1 The PARTIES will treat (i) the content of the CONTRACT and (ii) all information they have received in connection with the negotiations and the conclusion of the CONTRACT as strictly confidential, insofar as all relevant documents and information are not publicly known or this information was obtained without breach of this obligation of confidentiality or the disclosure of which is required by law. The PARTIES are entitled to pass on the above information to current and future shareholders, affiliated companies, their departments and employees, as well as consultants, insofar as they have signed a customary confidentiality agreement.

12.2 The PARTNER consents to be presented as a reference on the AVILOO website for the CONTRACT DURATION. For this purpose, the CUSTOMER grants AVILOO a personal, locally unrestricted, free, non-exclusive, non-assignable, non-transferable and non-sublicensable right to use all intellectual property rights, such as in particular trademarks or identification marks (e.g. logos), which are necessary for such mentioning and referencing. This right is limited to the CONTRACT DURATION. The PARTNER agrees to allow the use of their logo on AVILOO's website. Within fourteen (14) days of the EFFECTIVE DATE, the PARTNER will release a mutually agreed press statement about the partnership. The PARTNER also agrees that AVILOO may publicize the collaboration via press releases, its website, social media, and other channels.

## 13. APPLICABLE COMMUNICATIONS

13.1 All communications relating to the CONTRACT must be made in writing and must be sent to the address or email address provided by the PARTIES unless another form is required under mandatory law. E-Mails count as written communication. Simple electronic signatures meet the written form requirement.

13.2 Each PARTY is obliged to notify the other PARTY of any changes to its contact details. Otherwise, messages to the address or email address disclosed to the other PARTY last are deemed to have been effectively transmitted.



## 14. APPLICABLE LAW AND JURISDICTION

The CONTRACT and all non-contractual obligations arising from or in this context are subject to Austrian law, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising from or in connection with this CONTRACT (including disputes about its existence, validity, and termination) is the competent court in Vienna.

## 15. MISCELLANEOUS PROVISIONS

- 15.1 AVILOO and the PARTNER are independent parties. Nothing in the CONTRACT shall be interpreted in such a way that a PARTY becomes an agent, employee, franchisee, joint venture partner, or legal representative of the other PARTY.
- 15.2 The CONTRACT applies to the PARTNER personally and may not be assigned or transferred without the prior written consent of AVILOO for any reason whatsoever (including a transfer by law due to a merger, reorganization, or as a result of an acquisition or change in ownership) and any violation of this provision entitles AVILOO to terminate the CONTRACT due to vital reasons with immediate effect. AVILOO expressly reserves the right to assign and transfer the rights and obligations from the CONTRACT to affiliated companies within the meaning of Section 189a UGB.
- 15.3 The CONTRACT and the agreements and appendices expressly mentioned therein comprise the complete and exclusive understanding and agreement between the PARTIES with regard to the object of the contract and replace all previous or simultaneous written or oral agreements, or understandings on the subject matter of the contract.
- 15.4 Failure to enforce any provision of the CONTRACT shall not constitute a waiver of future enforcement of this or any other provision of the CONTRACT.
- 15.5 If a provision of the CONTRACT is or becomes ineffective, this does not affect the validity of the remaining provisions. Instead of the ineffective provision, an effective provision shall be deemed to have been agreed between the PARTIES, which comes as close as possible to the economic intent of the PARTIES. This also applies to any gaps.
- 15.6 Each PARTY bears the costs of legal advice and representation.

Any change or addition to the CONTRACT must be made in writing and must be signed by authorized representatives of the PARTIES. This also applies to a change or a departure from this written form requirement.