

GENERAL LICENSE TERMS – AVILOO BATTERY SOFTWARE – V 08_24

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. SCOPE AND DEFINITIONS

- 1.1 AVILOO specializes in testing lithium batteries in electric vehicles and has developed independent test procedures for this purpose. The AVILOO PREMIUM battery test provides information about the State of Health of the battery in an electric vehicle. For this it is necessary that the electric or plug-in hybrid vehicle is connected to the AVILOO BOX and the battery is drained from 100 % down to 10 % over a maximum of seven days by driving. During this drive, (i) the vehicle data read from the vehicle electronics and (ii) GPS position data (“**TEST DATA**”) from the AVILOO BOX are sent to the AVILOO server, evaluated, and an AVILOO Battery Certificate about the condition (*State of Health*) of the battery is issued (this test method hereinafter referred to as the “**AVILOO PREMIUM TEST**”). The AVILOO FLASH test provides information about the condition of the battery in an electric vehicle. For this it is necessary that the electric or plug-in hybrid vehicle is connected to the AVILOO BOX but it is not required to move the car. During this connection the vehicle data read from the vehicle electronics (“**TEST DATA**”) from the AVILOO BOX are sent to the AVILOO server, evaluated, and an AVILOO Battery Report about the condition of the battery is issued (this test method hereinafter referred to as the “**AVILOO FLASH TEST**”). The AVILOO FLASH TEST determines the AVILOO Score. . The AVILOO FLASH TEST can detect cell defects that can be detected when the vehicle is at a standstill (ie without driving dynamics). The SOH SCAN provides information about the state of health as calculated by the manufacturer. AVILOO only reads out the manufacturer SOH and transmits this by way of a SOH SCAN report or via an API. AVILOO assumes no liability for the correctness of the manufacturer SoH read out for this product. (this method hereinafter the "AVILOO-SOH SCAN"). AVILOO PREMIUM TEST, AVILOO FLASH TEST and AVILOO SOH SCAN are hereinafter referred to as the “**AVILOO BATTERY TESTS**”.
- 1.2 AVILOO has developed analysis and test software (“**AVILOO BATTERY SOFTWARE**”) to evaluate the TEST DATA and to create the AVILOO Battery Certificate, the AVILOO battery report and the SOH SCAN print obtained during an AVILOO BATTERY TEST.
- 1.3 The CUSTOMER wishes to apply the AVILOO BATTERY TESTS to his own vehicles (“**OWN VEHICLES**”). 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 Battery Report, an AVILOO SOH SCAN Print or transmits the corresponding data via API..
- 1.4 In this context, these general license terms (“**LICENSE TERMS**”) regulate the legal framework for the granting of a non-exclusive license to use the AVILOO BATTERY SOFTWARE.
- 1.5 The terms used in these LICENSE TERMS in capital letters have the definitions assigned to them in this section and are part of the CONTRACT

"BILLING PERIOD" means the period (i) between the EFFECTIVE DATE and the next following last calendar day of an even calendar month, as well as (ii) each subsequent period between the 1st of an odd calendar month and the last calendar day (a) of an even calendar month or (b) of the CONTRACT DURATION;

"ACCOUNT" has the meaning given in Section 3.3;

"AVILOO" has the meaning given in the heading;

"AVILOO BOX" means (i) the technical device and (ii) the set of OBD cables that the CLIENT can connect to his or her electric or plug-in hybrid vehicle via an analysis plug and, with the help of which, the TEST DATA depending on the AVILOO BATTERY TEST while stationary or while driving can be read during a drive and then evaluated using the AVILOO BATTERY SOFTWARE and (ii) the associated accessories (such as connection or power cables);

"AVILOO BATTERY TEST" has the meaning given in Section 1.1;

"AVILOO BATTERY SOFTWARE" has the meaning given in Section 1.2;

"ORDER FORM" means the order form between the CUSTOMER and AVILOO as it is attached to these LICENSE TERMS and specifies the services provided by AVILOO under the CONTRACT;

"OWN VEHICLES" means vehicles that the CUSTOMER is entitled to use on the basis of a legal title, such as through purchase, rental, or leasing contracts,

"FIRST PERIOD" has the meaning given in Section 9.1;

"FOLLOWING PERIOD" has the meaning given in Section 9.1;

"EFFECTIVE DATE" has the meaning given in the ORDER FORM;

"CUSTOMER" means the (legal or natural) person who concludes the CONTRACT with AVILOO and is named in the ORDER FORM;

"LICENSE TERMS" means these general license terms;

"LICENSE FEES" has the meaning set out in Section 3.1;

"PARTIES" means AVILOO and the CUSTOMER together and **"PARTY"** means each one individually;

"SOFTWARE LICENSE" has the meaning given in Section 3.1;

"TEST DATA" means all data that is read using the AVILOO BOX;

"TEST ENTRY" has the meaning given in Section 6.1;

"TEST FEE" has the meaning given in Section 8.2;

"CONTRACT" means the ORDER FORM LICENSE TERMS, and any subsequent changes in accordance with the provisions of the LICENSE TERMS;

"CONTRACT DURATION" means the FIRST PERIOD together with all FOLLOWING PERIODS;

"PURPOSE OF USE" has the meaning given in Section 2.1;

1.6 To the extent that a "section" is referred to in these LICENSE TERMS, such reference refers to the corresponding section in these LICENSE TERMS.

- 1.7 The appendices to these LICENSE TERMS form an integral part of these LICENSE TERMS and CONTRACT.
- 1.8 By signing the ORDER FORM, these LICENSE TERMS are recognized by the CUSTOMER as a part of the CONTRACT and apply for the entire CONTRACT DURATION. Any business and purchasing conditions of the CUSTOMER only apply if they are recognized by AVILOO in individual cases on the basis of an individual agreement.

2. OBJECT OF THE CONTRACT

- 2.1 As part of the CONTRACT, AVILOO provides the CUSTOMER with the following services:

- a) the granting of a license to the AVILOO BATTERY SOFTWARE;
- b) the provision of one or more AVILOO BOXES;

specifically for the sole purpose of enabling the CUSTOMER to subject their OWN VEHICLES to the AVILOO BATTERY TESTS (“**PURPOSE OF USE**”)

3. LICENSE FOR THE AVILOO BATTERY SOFTWARE

- 3.1 AVILOO grants the CUSTOMER – contingent upon payments to be made by the CUSTOMER for the SOFTWARE LICENSE according to the ORDER FORM (the “LICENSE FEES”) – the personal, non-exclusive, spatially unlimited right to use the AVILOO BATTERY SOFTWARE, which is limited to the CONTRACT PERIOD and subject to the provisions of this CONTRACT (the “SOFTWARE LICENSE”).
- 3.2 The AVILOO BATTERY SOFTWARE is made available to the CUSTOMER within the framework of the SOFTWARE LICENSE and is expressly not sold to the CUSTOMER. The CUSTOMER may only use the AVILOO BATTERY SOFTWARE in accordance with the provisions of this CONTRACT for the PURPOSE OF USE.
- 3.3 In connection with the SOFTWARE LICENSE for the AVILOO PREMIUM TEST, AVILOO can provide the CUSTOMER with its own user access (“**ACCOUNT**”). However, a separate ACCOUNT will only be created if this is agreed on in the ORDER FORM. If desired, the CUSTOMER can have several ACCOUNTS available.
- 3.4 The SOFTWARE LICENSE for the AVILOO BATTERY SOFTWARE may not be sublicensed, assigned or transferred, or made available in any other way.

4. PROVISION OF THE AVILOO BOX

- 4.1 In connection with the SOFTWARE LICENSE, AVILOO gives the CUSTOMER the number of AVILOO BOXES specified in the order form. The transfer takes place exclusively for the PURPOSE OF USE.

- 4.2 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 weeks. The CUSTOMER must bear any return costs.
- 4.3 IF (i) an AVILOO BOX is not returned within the period specified in Section 4.2 or (ii) a returned AVILOO BOX is damaged (with the exception of usual signs of wear and tear), the CUSTOMER shall reimburse AVILOO for the material and production costs of EUR 550.00 (excluding VAT) for each AVILOO BOX that is damaged or not returned on time within 14 days of the end of the CONTRACT to the bank account specified in the ORDER FORM.
- 4.4 The CUSTOMER obliges to treat the AVILOO BOXES provided with care. The CUSTOMER must inform AVILOO immediately of any damage (with the exception of normal signs of wear and tear). In the event that such damage is caused to an AVILOO BOX
- a) and originates in the actions of the CUSTOMER, AVILOO has the right to charge the customer a reimbursement of EUR 550 (excluding VAT), which is to be paid within 14 days after notification of the damage to the bank account specified in the corresponding portion of the ORDER FORM
 - b) without third party interference, AVILOO will provide the customer with a new AVILOO BOX free of charge.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1 In order to enable AVILOO to provide the services in accordance with this CONTRACT, the CUSTOMER obliges (i) to take all necessary steps within his or her sphere or responsibility, in particular ensuring that there is a sufficiently strong mobile phone connection when operating the AVILOO BOX, a regular (at least twice a week) electricity connection of each AVILOO BOX in order to secure the over the air updates as well as keep up with the hardware and software requirements,.
- 5.2 The CUSTOMER is responsible for:
- a) the use of the AVILOO BATTERY SOFTWARE in accordance with the contract, law, and its purpose;
 - b) the monitoring of compliance with this CONTRACT by its USERS;
 - c) 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 by persons different from the USERS, whereby the CUSTOMER will inform AVILOO immediately of such access.
 - d) 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 to be tested;
- 5.3 If AVILOO becomes aware of a violation of the provisions according to this Section 5, 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.

6. PERFORMING AVILOO BATTERY TESTS

- 6.1 For every AVILOO PREMIUM TEST that is carried out on an OWN VEHICLE, the CUSTOMER must create a corresponding entry via the AVILOO BATTERY SOFTWARE (“**TEST ENTRY**”). It is not possible to combine several AVILOO PREMIUM TESTS under one TEST ENTRY. No TEST ENTRY is necessary to perform an AVILOO FLASH TEST and an AVILOO SOH SCAN.
- 6.2 The CUSTOMER shall reimburse AVILOO for each AVILOO BATTERY TEST that is carried out on an OWN VEHICLE in accordance with Section 8.2.
- 6.3 To clarify, it is stated that the evaluation of the AVILOO BATTERY TESTS is the sole responsibility of AVILOO. On the basis of the TEST DATA determined by AVILOO, AVILOO creates for the AVILOO PREMIUM TEST the AVILOO battery certificate, or for the AVILOO FLASH TEST the AVILOO battery report or transmits the manufacturer SOH read out for the AVILOO SOH SCAN. AVILOO will provide the CUSTOMER with the battery certificate electronically within two working days as the result of the AVILOO PREMIUM TEST. The test results of the AVILOO FLASH TEST and the AVILOO SOH SCAN are transmitted instantly.
- 6.4 AVILOO has the right to check compliance with these provisions. In the event of justified doubts, the CUSTOMER must submit all necessary information and documents to AVILOO upon request.

7. DELIVERY AND UPDATES

- 7.1 On the EFFECTIVE DATE, AVILOO will provide the CUSTOMER with their own access data (username and password) for the AVILOO BATTERY SOFTWARE for each ACCOUNT. The AVILOO BATTERY SOFTWARE, which is hosted by AVILOO, is used over the internet and can be accessed when the CUSTOMER logs into the corresponding access website via his or her browser.
- 7.2 The AVILOO BATTERY SOFTWARE is continuously updated by AVILOO without incurring separate LICENSE FEES. AVILOO reserves the right to develop additional functions of the AVILOO BATTERY SOFTWARE in the future, which are offered to the CUSTOMER both (i) contingent upon payment of all fees and (ii) free of charge.

8. TERMS OF PAYMENT

- 8.1 The monthly LICENSE FEES are settled by means of an invoice that AVILOO will send to the CUSTOMER at each anniversary of this CONTRACT for a period of 12 months in advance. The amount of the yearly LICENSE FEES results from the ORDER FORM.
- 8.2 In addition to the LICENSE FEES, AVILOO charges the CUSTOMER a separate cost reimbursement (“**TEST FEE**”) for each AVILOO BATTERY TEST that is carried out on an OWN VEHICLE. The amount of the TEST FEE results from the ORDER FORM. AVILOO settles the TEST FEES within the BILLING PERIOD. AVILOO will send the CUSTOMER a corresponding invoice for the calculated total amount at the end of the respective BILLING PERIOD.
- 8.3 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 1st, 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.

- 8.4 AVILOO's invoices are due and payable within fifteen (15) days of invoicing without any deductions. The CUSTOMER 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 IBAN: AT66 3400 0000 0007 7941 BIC: RZOOAT2L from AVILOO, unless a different payment method has been agreed by the PARTIES.
- 8.5 If the LICENSE FEES are not paid within fifteen (15) days of the due date, AVILOO reserves the right to suspend access to the AVILOO BATTERY SOFTWARE.
- 8.6 In the event of default of payment, the CUSTOMER has to pay statutory default interest. If the CUSTOMER is thirty (30) days in arrears regarding the LICENSE FEES, AVILOO is entitled to (i) terminate the CONTRACT extraordinarily and (ii) make the entire outstanding amount due by the end of the CONTRACT DURATION.
- 8.7 The PARTIES may agree other terms of payment in the ORDER FORM that deviate from this Section 8.

9. CONTRACT DURATION AND TERMINATION

- 9.1 Unless otherwise agreed to in the ORDER FORM, 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 12 (twelve) months (each such extension period a "**FOLLOWING PERIOD**").
- 9.2 If one PARTY violates an essential provision of the CONTRACT, the other PARTY is entitled to terminate the CONTRACT with immediate effect for a vital reason. A vital reason that entitles AVILOO to terminate the contract is, in particular, default in payment in accordance with Section 8.6, or use of the AVILOO BATTERY SOFTWARE contrary to the agreement, in particular contrary to the provisions of Sections 3 and 5.
- 9.3 Upon termination of this CONTRACT, regardless of the reason for termination:
- a) the CUSTOMER will return all documents, books, records, correspondences, papers, CONFIDENTIAL INFORMATION and other information, as well as all devices and other properties of AVILOO to AVILOO (and will not keep, reconstruct, or transfer them to someone else); plus
 - b) the CUSTOMER will return the AVILOO BOXES provided to AVILOO in accordance with Section 4.1.

10. SUPPORT

10.1 As part of the granting of the SOFTWARE LICENSE, AVILOO offers the CUSTOMER the following support services free of charge:

- a) **E-Mail Support:** AVILOO offers the CUSTOMER email support at the email address business.info@aviloo.com Monday-Thursday between 9:00 a.m. to 4:00 p.m. (CET), and Friday 9:00 a.m. to 2:00 p.m. (CET). AVILOO will endeavor to answer all inquiries in a careful and timely manner.
- b) **Telephone Support:** AVILOO offers the CUSTOMER telephone support Monday – Thursday between 9:00 a.m. to 4:00 p.m. (CET) and Friday 9:00 a.m. – 2:00 p.m. (CET). AVILOO will endeavor to answer all inquiries in a careful and timely manner.

11. WARRANTY

11.1 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.

11.2 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 CUSTOMER.

11.3 AVILOO only gives the warranties mentioned in Sections 11.1 and 11.2 and excludes all other warranties, confirmations, guarantees, and assurances in relation to the AVILOO BATTERY SOFTWARE to the extent permitted by law. Recommendations or information from AVILOO only establish a guarantee for the CUSTOMER if these have been expressly agreed as such. In particular, AVILOO does not guarantee that the AVILOO BATTERY SOFTWARE or its functionality and quality meet the requirements and expectations of the CUSTOMER or that it is suitable for a specific purpose intended by the CUSTOMER. AVILOO expressly does not guarantee the correctness of the SOH read out by the manufacturer as part of the AVILOO SOH scan. The CUSTOMER is aware that this is not an SOH calculated by AVILOO.

11.4 Specifically, AVILOO does not provide any warranty for errors or other performance failures of the AVILOO BATTERY SOFTWARE, which

- a) are based on downtimes due to necessary maintenance, software update, or circumstances (such as technical problems of third parties, force majeure) that are not within AVILOO’s sphere of influence;
- b) are based on inadequate quality of the internet connection or errors in the hardware, operating system, or software of other manufacturers that are not attributable to AVILOO;
- c) were caused by application errors or improper operation on the part of the CUSTOMER and which could have been avoided with proper and careful use;
- d) occur as a result of changes to (i) operating systems, (ii) third-party software necessary for the operation of the AVILOO BATTERY SOFTWARE, (iii) or interfaces and parameters; or

- e) occur due to software viruses or other external influences for which AVILOO is not responsible, such as accidents, power or internet failures, or natural disasters.
- f) occur because hardware that is different from the AVILOO BOX is connected to the bus systems on the OBD port of the CUSTOMER'S OWN VEHICLE to be tested.

12. LIMITATIONS OF LIABILITY

- 12.1 AVILOO is only liable for damage caused intentionally or through gross negligence that were demonstrably passed at the time an AVILOO BATTERY TEST was carried out. Any liability for damage caused by slight negligence as well as damage that only occurred after an AVILOO BATTERY TEST was carried out, is excluded. AVILOO assumes no liability for indirect damage, lost profit, consequential damage, or immaterial damage of any kind. AVILOO assumes no liability for the accuracy of the data read out by the vehicle electronics . The limitation of AVILOO's liability under this CONTRACT applies to the maximum extent permitted by law. Claims against AVILOO arising from this CONTRACT are (i) for any other loss of claims within six (6) months from knowledge of the damage; and (ii) to assert claims against AVILOO exclusively, excluding the personal liability of all representatives, employees and subcontractors of AVILOO.
- 12.2 AVILOO's liability towards the CUSTOMER under this CONTRACT is (i) regardless of the legal basis of the claims and (ii) as far as legally permissible, limited to the (net) sum of the LICENSE FEES and TEST FEES that AVILOO has received in total under this CONTRACT

13. INDEMNITY

- 13.1 AVILOO will indemnify and hold harmless the CUSTOMER in regard to all claims that are based on the fact that the contractual use of the AVILOO BATTERY SOFTWARE violates an effective industrial property right or copyright of a third party. For such claims concerning Section 13.1, the limitations of liability according to Section 12 apply.
- 13.2 The CUSTOMER shall immediately notify AVILOO in writing if a claim is made against him in accordance with Section 13.1 and, in the event of a legal dispute, issue a third party notice in order to give AVILOO the opportunity to join the proceedings. The CUSTOMER has to coordinate with AVILOO with regards to all steps and process actions, in particular acknowledgements and comparisons, support AVILOO to the best of his or her ability, and forward all necessary and relevant information to AVILOO.
- 13.3 If there is a claim according to Section 13.1, AVILOO is entitled to change the AVILOO BATTERY SOFTWARE in such a way that there is no longer a claim for infringement, provided this is reasonable for the CUSTOMER. If it is not possible to change the AVILOO BATTERY SOFTWARE, AVILOO has the right (i) to stop using the AVILOO BATTERY SOFTWARE and (ii) to dissolve the CONTRACT with immediate effect.
- 13.4 The CUSTOMER will indemnify and hold AVILOO harmless with regard to all claims based on

- a) breach of contract through use of the AVILOO BATTERY SOFTWARE by the CUSTOMER, in particular contrary to the provisions of Sections 3 and 5; plus
- b) an infringement of an effective commercial property right or copyright of a third person by the CUSTOMER, unless it is based on a contractual use of the AVILOO BATTERY SOFTWARE.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 With the exception of the SOFTWARE LICENSE granted to the CUSTOMER under this contract, AVILOO expressly reserves all rights to the AVILOO BATTERY SOFTWARE and the AVILOO BOXES, including all global technology, intellectual property and property rights thereto. The same applies to the TEST DATA recorded using the AVILOO-BOX, insofar as this TEST DATA is the original result of an evaluation and/or recombination of data read out of the OBD port by AVILOO.-
- 14.2 Without the written consent of AVILOO, the CUSTOMER 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 under this CONTRACT. A breach of this provision is considered a serious breach of contract in accordance with Section 9.2.
- 14.3 The CUSTOMER 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.
- 14.4 The CUSTOMER 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, the AVILOO battery reports 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, the AVILOO battery reports and the AVILOO SOH SCAN reports available within the scope of the marketing of electric vehicles by the CUSTOMER (e.g. uploading to sales platforms, etc.).
- 14.5 The CUSTOMER is prohibited from creating databases of any kind from the results of the AVILOO BATTERY TESTS for the purpose of any usage (ig commercialization, public relation, ...) except for the usage intended by this agreement, including the AVILOO battery certificates on the state of health of the battery, the AVILOO battery reports and the AVILOO SOH SCAN prints. The results of AVILOO BATTERY TESTS may be stored by the CUSTOMER in databases so that the CUSTOMER can access them, however under no circumstances in order to disseminate database services that contain the results of AVILOO battery tests in whole or in part.
- 14.6 In the event that the CUSTOMER violates one or more provisions of Section 14, the CUSTOMER shall pay a contractual penalty of EUR 250,000. This contractual penalty is due

for payment within 14 days of AVILOO's request. AVILOO's further claims for damages and AVILOO's right to extraordinary termination of the CONTRACT remain unaffected.

15. PRIVACY POLICY

15.1 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>.

16. CONFIDENTIALITY

16.1 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.

16.2 Subject to Section 17, public notices about this CONTRACT, its formation and its execution, in particular to the media, must be coordinated in advance between the PARTIES.

16.3 The CUSTOMER grants AVILOO the right to present their cooperation 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 the CUSTOMER. This right is limited to the CONTRACT DURATION.

17. APPLICABLE COMMUNICATIONS

17.1 All communications relating to the CONTRACT must be made in writing and must be sent to the address or email address specified in the ORDER FORM (or other communication channels accepted by both PARTIES), unless another form is required under mandatory law. E-Mails count as written communication.

17.2 Each PARTY is obliged to notify the other PARTY of any changes to its contact details. Otherwise, messages to the address or email address specified in the ORDER FORM are deemed to have been effectively transmitted.

18. APPLICABLE LAW AND JURISDICTION

The CONTRACT and all non-contractual obligations arising from or in this context are subject to Austrian law to the exclusion of its conflict of laws and the UN Sales Convention.

The 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.

19. MISCELLANEOUS PROVISIONS

- 19.1 AVILOO and the CUSTOMER 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.
- 19.2 The CONTRACT applies to the CUSTOMER 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.
- 19.3 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.
- 19.4 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.
- 19.5 If a provision of the CONTRACT is or becomes ineffective or if this CONTRACT contains a loophole, 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.
- 19.6 Each PARTY bears the costs of legally friendly advice and representation.
- 19.7 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.

_____, on _____

[customer]

[customer]

Wiener Neudorf, on _____

Managing Director AVILOO

Managing Director AVILOO