

AVILOO BOX LICENSE & EQUIPMENT TERMS AND CONDITIONS FOR WEB SHOP ORDERS

AVILOO Inc., 4949 S Syracuse St, Ste 550, Denver, CO 80237 ("AVILOO")

As of June 15th 2026

1. SUBJECT MATTER & DEFINED TERMS

AVILOO grants PARTNER a non-exclusive, non-transferable, non-sublicensable license to use the AVILOO Battery Software ("SOFTWARE") for the Contract Term, solely within the Sales Area, in conjunction with the AVILOO BOX hardware unit(s), OBD cables and accessories ("AVILOO BOX") provided by AVILOO. "DOCUMENTATION" means AVILOO's manuals and end-user materials. "AUTHORIZED USER" means an employee or contractor of PARTNER permitted by PARTNER to use the SOFTWARE in accordance with this CONTRACT. "CONTRACT" means these Terms and Conditions, including the parties' details and pricing grid as stated in the AVILOO web shop at the time of the order by PARTNER. PARTNER's submission of an order through the AVILOO web shop constitutes an offer to enter into this CONTRACT subject to these Terms and Conditions. The CONTRACT is formed only when AVILOO accepts the order, either by written or electronic order confirmation or by dispatch of the AVILOO BOX(ES), whichever occurs first. AVILOO reserves the right to reject any order in its sole discretion, including for stock unavailability, suspected fraud, sanctions screening, or obvious pricing errors. This CONTRACT is the sole and complete contractual basis between the Parties; no separate license terms, online terms or general conditions apply.

2. LICENSE GRANT & RESTRICTIONS

Subject to PARTNER's payment of fees and compliance with the CONTRACT, AVILOO grants PARTNER a non-exclusive, non-sublicensable, non-transferable right to use the SOFTWARE during the Contract Term, limited to the Sales Area, for PARTNER's internal business operations. PARTNER shall not, directly or indirectly: (i) copy, modify, or create derivative works of the SOFTWARE or DOCUMENTATION; (ii) rent, lease, lend, sell, sublicense, distribute or transfer the SOFTWARE or DOCUMENTATION; (iii) reverse engineer, disassemble, decompile or otherwise attempt to derive source code; (iv) remove proprietary notices; or (v) use the SOFTWARE in violation of any third-party right or applicable law. PARTNER is responsible for all acts and omissions of its AUTHORIZED USERS, which are deemed acts of PARTNER. AVILOO reserves all rights not expressly granted. The SOFTWARE is provided AS-IS.

3. AVILOO BOX – BAILMENT, RETURN & LOSS

AVILOO will deliver the number of AVILOO BOXES specified in the web shop order within fourteen (14) days after the Effective Date, FCA, AVILOO's facility. The AVILOO BOXES remain the sole property of AVILOO at all times (bailment for mutual benefit). Title does NOT pass to PARTNER. PARTNER shall handle the AVILOO BOX with reasonable care, shall not open or modify it, and shall return all AVILOO BOXES, undamaged and at PARTNER's cost, no later than four (4) weeks after termination or expiration of this CONTRACT. If an AVILOO BOX is not returned within that period or is returned damaged (beyond normal wear and tear), PARTNER shall pay AVILOO USD 555.00 per affected unit as liquidated damages (not a sale of the unit), payable within fourteen (14) days of notice. Once paid, AVILOO will provide a replacement AVILOO BOX at no further charge. While an AVILOO BOX is connected to a vehicle's OBD or other diagnostic interface, the vehicle shall not be driven, and AVILOO bears no liability for any damage, injury, loss or claim resulting from non-compliance with this restriction.

4. FEES, PAYMENT & TAXES

PARTNER shall pay the License Fee shown in the web shop annually in advance, in US Dollars, by ACH debit, by approved credit card (Visa, Mastercard, or such other network as AVILOO may permit) or by any other payment method agreed between the Parties. PARTNER hereby authorizes AVILOO to initiate ACH debits or card charges to the account designated by PARTNER, in accordance with NACHA Operating Rules and applicable federal and state law. For web shop orders, PARTNER authorizes AVILOO and its payment processor to place a pre-authorization hold on the designated ACH account or card to verify the payment method, and AVILOO may cancel or delay processing of any order for which pre-authorization is declined. On thirty (30) days' notice, AVILOO may introduce, adjust or withdraw a credit-card surcharge, capped at AVILOO's cost of acceptance and subject to applicable law and card network rules; the surcharge will be separately stated. ACH debit payments are exempt. Unless a different due date is agreed between the parties, invoices are due within fourteen (14) days. Late amounts bear interest at 1.5% per month (or the highest lawful rate, if lower), and AVILOO may recover reasonable collection costs (including attorneys' fees). If payment remains overdue more than thirty (30) days after written

notice, AVILOO may suspend SOFTWARE access without liability. All fees are exclusive of taxes; PARTNER bears all sales, use, service and similar taxes (other than taxes on AVILOO's net income). If PARTNER does not provide AVILOO with a valid resale or exemption certificate for the State to which the Equipment is shipped, AVILOO will add applicable State and local sales tax to the invoice, which PARTNER shall pay together with the invoiced fees. PARTNER shall deliver any valid resale or exemption certificate to AVILOO no later than the date of AVILOO's first invoice under this CONTRACT. Until a valid certificate is on file for the relevant State, AVILOO will charge applicable sales tax. License Fees are subject to annual adjustment each January 1 by the Consumer Price Index – All Urban Consumers, Denver-Aurora-Lakewood (CPI-U), referenced to November of the prior year, with thirty (30) days' advance notice to PARTNER.

5. TERM & TERMINATION

This CONTRACT commences on the Effective Date and continues for an Initial Term of twelve (12) months. It automatically renews for successive 12-month periods unless either Party gives written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. AVILOO may terminate for non-payment if cure is not made within thirty (30) days after written notice. Either Party may terminate (i) immediately on written notice if the other Party materially breaches and fails to cure within ten (10) days, or (ii) immediately upon insolvency, bankruptcy, assignment for the benefit of creditors, or appointment of a receiver. Upon termination or expiration, the SOFTWARE license ends, PARTNER shall cease all use and return or destroy the DOCUMENTATION, and shall return the AVILOO BOXES per Section 3. Termination does not refund pre-paid fees. Sections 1, 4, 6, 7, 8 and 9 survive.

6. LIMITED WARRANTY & DISCLAIMER

AVILOO warrants that during the Contract Term (i) the SOFTWARE will perform as described in the DOCUMENTATION in all material respects, and (ii) at the time of delivery the SOFTWARE does not contain viruses or malicious code that would render it inoperable. PARTNER's sole remedy, and AVILOO's sole liability, for breach of this warranty is, at AVILOO's option, repair, replacement, or refund of fees paid for the affected SOFTWARE. The warranty does NOT apply to issues caused by: PARTNER's misuse or unauthorized modifications; use with hardware/software not authorized by AVILOO; third-party products; or interruptions due to internet, third-party services, or force majeure. **EXCEPT THE SOFTWARE, AVILOO BOX AND DOCUMENTATION ARE PROVIDED "AS IS." AVILOO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

7. IP OWNERSHIP & CONFIDENTIALITY

As between the Parties, AVILOO owns all right, title and interest in and to the SOFTWARE, AVILOO BOX, DOCUMENTATION and all related intellectual property and global technology. PARTNER shall not remove proprietary notices, tamper with, reverse engineer or duplicate the SOFTWARE or the AVILOO BOX. Wrongful disclosure or distribution of SOFTWARE or related data shall obligate PARTNER to pay AVILOO liquidated damages of **USD 100,000**, without prejudice to further claims. Each Party shall protect the other Party's confidential information with reasonable care, use it only to perform under this CONTRACT, and not disclose it to third parties except to employees on a need-to-know basis. Confidentiality obligations survive for five (5) years after termination; trade secrets are protected as long as they qualify as such under applicable law. AVILOO grants PARTNER a limited, revocable, non-exclusive right to use AVILOO's trademarks and logos solely to identify PARTNER as an AVILOO customer, subject to AVILOO's prior written approval of each use; all goodwill inures to AVILOO.

8. INDEMNIFICATION & LIMITATION OF LIABILITY

AVILOO will defend and indemnify PARTNER against third-party claims that the SOFTWARE or DOCUMENTATION, used in accordance with this CONTRACT, infringes US intellectual property rights, provided PARTNER promptly notifies AVILOO and grants AVILOO sole control of the defense. AVILOO may, at its option, modify the SOFTWARE, obtain a license, or terminate this CONTRACT. AVILOO has no obligation for claims arising from PARTNER's modifications, combinations with non-AVILLOO products, or use of outdated versions. PARTNER will defend and indemnify AVILOO against any third-party claim arising from PARTNER's or its AUTHORIZED USERS' negligence, willful misconduct, unauthorized use of the SOFTWARE, or breach of this CONTRACT. Each Party acknowledges that a breach of Section 2 (Restrictions), Section 7 (IP & Confidentiality) or AVILOO's ownership rights would cause irreparable harm for which



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damages are inadequate, and the non-breaching Party is entitled to injunctive and equitable relief without bond. **EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, BREACHES OF CONFIDENTIALITY OR IP RIGHTS, AND PARTNER'S PAYMENT OBLIGATIONS: (A) NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, OR LOSS OF DATA; AND (B) EACH PARTY'S AGGREGATE LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE TOTAL FEES PAID TO AVILOO HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.**

Tax Compliance and Tax Indemnification. PARTNER is solely responsible for the correct calculation, collection, reporting, filing, payment and remittance of all federal, state and local sales, use, excise, gross receipts and similar transaction-based taxes ("**TRANSACTION TAXES**") arising from AVILOO's invoices under this CONTRACT, PARTNER's resale of any product or service to its customers, and PARTNER's business operations. PARTNER shall maintain all required tax registrations and promptly provide AVILOO with any valid resale or exemption certificate needed to support tax-exempt treatment of AVILOO's invoices. PARTNER represents that any resale certificate provided is valid for the PARTNER's actual resale of AVILOO products to bona fide third-party customers and not for PARTNER's own internal use. PARTNER shall defend, indemnify and hold harmless AVILOO and its affiliates from and against any TRANSACTION TAXES and all related interest, penalties, fines, audit assessments, settlement amounts, reasonable attorneys' and tax-advisor fees, and other costs imposed on or paid by AVILOO arising from PARTNER's failure to comply with this clause or the inaccuracy of any certificate provided by PARTNER. This obligation is not subject to the limitation of liability or aggregate cap elsewhere in this CONTRACT and survives termination. AVILOO will promptly notify PARTNER of any covered tax inquiry and reasonably cooperate at PARTNER's expense; PARTNER shall not settle any such matter on terms imposing any non-monetary obligation on AVILOO without AVILOO's prior written consent. AVILOO remains responsible solely for taxes on its net income.

9. GENERAL PROVISIONS

Governing Law / Venue. This CONTRACT is governed by the laws of the State of Colorado (without regard to conflicts of law), and the state and federal courts located in the City and County of Denver have exclusive jurisdiction. **Entire Agreement.** By checking the acceptance box and clicking 'Place Order' (or equivalent button) in the AVILOO web shop, PARTNER acknowledges that it has read and agrees to be bound by these Terms and Conditions. This CONTRACT is the entire agreement of the Parties and supersedes all prior or contemporaneous agreements, terms or representations, whether written or oral. Any deviating or additional terms of PARTNER (including any pre-printed terms on PARTNER's purchase order) do not apply. **Amendments.** No amendment is effective unless in writing and signed by an authorized representative of each Party. **Attorneys' Fees.** In any action to enforce this CONTRACT, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs. **Assignment.** PARTNER may not assign this CONTRACT without AVILOO's prior written consent; any unauthorized assignment is void. **Force Majeure.** Neither Party (other than for payment) is liable for delays caused by events beyond its reasonable control. **Notices.** To be effective, notices must be in writing and delivered by personal delivery, recognized overnight courier, or email with confirmation to the addresses set forth in the web shop order. **Independent Contractors.** The Parties are independent; nothing herein creates an agency, partnership or joint venture. **Data Protection.** Each Party shall comply with applicable US federal and state data-protection laws (including, where applicable, the CCPA/CPRA); PARTNER is the controller of any personal data relating to its CUSTOMERS and shall obtain any consents required for processing. **Severability / Waiver.** If any provision is invalid, the remainder remains in effect; no waiver is effective unless in writing. **Export.** The SOFTWARE may be subject to US export control laws; PARTNER shall not export or re-export in violation thereof. **Counterparts / E-Signatures.** May be executed in counterparts, including by electronic signature, each of which is an original.