

AVILOO FLASH TEST SERVICES & RESELLER 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

This Agreement governs (i) AVILOO's provision of cloud-based Flash Test analytics services to PARTNER, and (ii) PARTNER's right to resell Flash Tests in its own name and for its own account to its end customers. **"FLASH TEST"** means AVILOO's short-form electric-vehicle battery test in which test data captured via the on-board diagnostic (OBD) interface of a vehicle is transmitted to AVILOO's servers, analyzed by AVILOO, and returned as an **AVILOO BATTERY CERTIFICATE** indicating the battery's condition. **"TEST DATA"** means the data collected from the tested vehicle and the analytical results produced by AVILOO. **"CUSTOMER"** means any person or entity to whom PARTNER resells a Flash Test. **"SALES LICENSE"** has the meaning given in Section 2. **"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, 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, and this CONTRACT is wholly independent of any other agreement between the Parties.

2. SALES LICENSE & RESTRICTIONS

Subject to PARTNER's payment of Test Fees and compliance with this CONTRACT, AVILOO grants PARTNER a non-exclusive, non-transferable, non-sublicensable right, limited to the Sales Area and the Contract Term, to resell Flash Tests in PARTNER's own name and for PARTNER's own account (the **"SALES LICENSE"**). AVILOO remains entitled to provide Flash Tests directly to other resellers and end users, including within the Sales Area. The resale of Flash Tests does not create any contractual relationship between AVILOO and the CUSTOMER; PARTNER is solely responsible for all dealings with its CUSTOMERS, including timely delivery, fitness-for-purpose representations, refunds, complaints and any consumer-protection obligations. PARTNER represents and warrants that it has, and will maintain throughout the Contract Term, all equipment and licenses (including a properly authorized device for capturing OBD test data) necessary to perform Flash Tests in accordance with AVILOO's technical specifications; AVILOO has no obligation under this CONTRACT to provide hardware, software, or on-site equipment to PARTNER. PARTNER shall not (i) sublicense, assign or transfer the Sales License; (ii) edit, alter, translate or otherwise modify AVILOO BATTERY CERTIFICATES; (iii) create or disseminate any database compiled from Flash Test results; or (iv) use the Flash Test or its results in any manner that violates applicable law or any third-party right.

3. FLASH TEST SERVICE & TEST DATA

AVILOO will perform Flash Test analytics with reasonable diligence on Test Data submitted by PARTNER and will return an AVILOO BATTERY CERTIFICATE per successfully performed Flash Test. Flash Tests provide information about the state of health of the traction battery at the time of the respective test, do not provide information or forecasts about the lifespan or future health condition of the tested traction battery and 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. AVILOO determines the analytical methodology in its sole discretion and may update or improve it during the Contract Term. AVILOO does not commit to any specific service-level availability. PARTNER may make AVILOO BATTERY CERTIFICATES available to the specific CUSTOMER for which they were generated (including via electronic vehicle-sales platforms) but shall not otherwise distribute them.

4. TEST FEES, PAYMENT & TAXES

PARTNER shall pay the Test Fee shown in the web shop at the time of the order per successfully performed Flash Test, billed monthly in arrears, in US Dollars, by ACH debit or 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. 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 Flash Test processing 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). AVILOO will charge applicable state and local sales, use or service tax on each invoice only where the Flash Test Services are taxable under the laws of the State in which PARTNER receives or resells them, as determined by AVILOO in good faith. In such taxable States, PARTNER shall deliver a valid resale or exemption certificate no later than the date of AVILOO's first invoice under this CONTRACT; absent a certificate on file for the relevant State, AVILOO will charge applicable tax, which PARTNER shall pay together with the invoiced Test Fees. In States that do not tax software-as-a-service or similar analytics services, no tax will be charged and no resale certificate is required; PARTNER's tax indemnification obligation under Section 8 nevertheless continues to apply to any tax later assessed. Test 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. The Parties agree that the Flash Test is a separately-priced, distinct service and is not bundled with any hardware, software license, or other AVILOO product.

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 Sales License ends, PARTNER shall cease holding itself out as authorized to resell Flash Tests, and pre-paid amounts are non-refundable. Sections 1, 4, 6, 7, 8 and 9 survive.

6. WARRANTY DISCLAIMER (SERVICES AS-IS)

AVILOO will perform Flash Test analytics with reasonable care. AVILOO does not warrant that Flash Test results will be free of error, that any Flash Test will identify any particular defect or condition of any battery, or that an AVILOO BATTERY CERTIFICATE constitutes a recommendation for any commercial action. **EXCEPT FOR THE FOREGOING, FLASH TEST SERVICES AND AVILOO BATTERY CERTIFICATES ARE PROVIDED "AS IS." AVILOO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. AVILOO IS NOT LIABLE FOR DECISIONS MADE BY PARTNER OR ANY CUSTOMER ON THE BASIS OF A FLASH TEST RESULT.**

7. IP, TEST DATA & CONFIDENTIALITY

As between the Parties, AVILOO owns all right, title and interest in and to the Flash Test methodology, AVILOO's algorithms and analytics, the Test Data analytical output, AVILOO BATTERY CERTIFICATES, and all related intellectual property and global technology. The PARTNER receives no rights in respect of the foregoing other than the limited Sales License expressly granted in Section 2. Wrongful disclosure, copying, or distribution of Flash Test methodology, Test Data analytics, or AVILOO BATTERY CERTIFICATES, or any breach of the editing/database restrictions in Section 2, shall obligate PARTNER to pay AVILOO liquidated damages of



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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 the Flash Test offering and AVILOO as its provider, 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 Flash Test methodology or AVILOO BATTERY CERTIFICATES, used in accordance with this CONTRACT, infringe US intellectual property rights, provided PARTNER promptly notifies AVILOO and grants AVILOO sole control of the defense. PARTNER will defend and indemnify AVILOO against any third-party claim arising from (i) PARTNER's negligence or willful misconduct; (ii) PARTNER's dealings with its CUSTOMERS, including any claim by a CUSTOMER relating to vehicle condition, battery performance, sale price, or any other commercial decision based on a Flash Test result; (iii) any modification, editing or unauthorized use of AVILOO BATTERY CERTIFICATES; or (iv) PARTNER's breach of this CONTRACT. Each Party acknowledges that a breach of Section 2 (Restrictions) or Section 7 (IP & Confidentiality) would cause irreparable harm for which 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.