FLUENCE SP. Z O.O.

SOFTWARE LICENCE

GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

1.1. This Software Licence (hereinafter referred to as the "**Licence**", or the "**Licence T&C**") shall apply to any and all software product(s), whether or not being a component(s) of the physical product(s),

created and/or developed by or for FLUENCE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ having its business premises at Warsaw, Poland, 01-217, at ul. Kolejowa 5/7, with National Court Register number (KRS): 0000629831 and Polish tax identification number (NIP): 5272776154 (hereinafter referred to as the "**Licensor**", or the "**FLUENCE**") in relation to which Fluence has the economic copyrights

(hereinafter referred to as the "**Software**")

for all and any FLUENCEs product(s) being subsequently sold to any entity regardless of its geographical location and/or legal form

(hereinafter referred to as the "**Licensee**")

(hereinafter the Licensor and the Licensee referred collectively to as the "**Parties**").

1.2. By using the Software in any mean(s) and/or manner(s) and/or form(s) the Buyer hereby acknowledges and accepts the Licence T&C. For the avoidance of doubts, the current Licence shall be deemed acknowledged and accepted by the Buyer upon the moment of installation or the first usage of the Software; whatever occurs first.

1.3. Licence T&C is publicly available on the FLUENCE website which can be accessed at (https://fluence.technology).

2. SCOPE OF THE LICENCE

2.1. Hereby the Licensor declares that:

info@fluence.technology
https://fluence.technology/
+48 22 11 89 600

VAT: PL 5272776154
KRS: 0000629831

Fluence sp. z o.o.
ul. Kolejowa 5/7,
01-217 Warsaw, Poland

2.1.1. the Software forms an expression of the creative work;

2.1.2. the Software does not contain any limitations that would prevent the Licensee from using the Software;

2.1.3. by the virtue of law and/or the respective agreements the Licensor owns all and any economic copyrights to the Software and that the above mentioned copyrights:

2.1.3.1. are free from legal defects; and

2.1.3.2. can be disposed; and

2.1.3.3. do not infringe any rights of the third party(ies).

2.1.4. the person(s) entitled to the Software by the virtue of personal copyrights shall not effectively exercise such rights.

2.2. Concerning the current section point 2.1 above the Licensor hereby undertakes to grants the Licensee an un-limited in time, un-limited territorially, royalty-free, non-exclusive, revocable License to all and any FLUENCEs Software copyrights upon the moment of installation or the first usage of the Software; whatever occurs first. Parties agree that granting the Licence does not require any additional legal action(s) from any Party.

2.3. The hereby Licence is granted for the purpose of use of the Software in accordance with its functionalities, for any purpose set by the Licensee including but not limited to the following field of exploitation:

2.3.1. permanent or temporary reproduction in whole or in part by any means and in any form, including to the extent that for installing, entering, displaying, use, storage and running of the Software the multiplication is necessary.

2.4. For the avoidance of doubts the Licence does not empower the Licensee to:

2.4.1. modify and/or adapt and/or merge and/or develop and/or connect and/or integrate the Software with the other program(s) and/or system(s); and

2.4.2. reverse engineer and/or decompile and/or disassemble and/or to otherwise attempt to derive the Software's source code; and

info@fluence.technology
https://fluence.technology/
+48 22 11 89 600

VAT: PL 5272776154
KRS: 0000629831

Fluence sp. z o.o.
ul. Kolejowa 5/7,
01-217 Warsaw, Poland

2.4.3. make the Software available to the third party(ies) via internet and/or within the internal network(s) of the Licensee and/or via all and any data storage device(s); and

2.4.4. distribute and/or lease the Software.

2.5. The provisions of the current section shall be interpreted taking into account its purpose which is to grant the Licensee a Licence to extent in which the Licensee shall be entitled to use the Software whether or not being a component(s) of the physical product(s) in accordance with its(their) designated application.

2.6. The Licensee is not allowed to transfer the License and/or to grant sub-Licences without prior written consent of the Licensor.

2.7. The Licensee shall not remove and/or alter and/or obscure in any way the copyrights notice(s) of the Software.

2.8. The License shall not limit the number of physical users of the Software.

2.9. The Licensor is entitled to updating and changing the software (via update or patch) without separate consent of the Licensee.

2.10. The Parties are entitled to terminate the License granted with a 2 months' notice period being effective at the end of the calendar month. The uninstalling of the Software by the Licensee is also deemed as termination of the License.

2.11. To the extend allowed by law the License shall remain effective despite the amendments to this Licence T&C being made.

3. APPLICABLE LAW AND ARBITRATION

3.1. These Licence T&C were created in accordance with the Law of Poland and the Polish Law shall be applied.

3.2. In the event of any occurred dispute the Parties shall attempt to resolve the occurred dispute by an amicable settlement before it is submitted to the Court of Arbitration at the Polish National Chamber of Commerce in Warsaw, Poland (Krajowa Izba Gospodarcza).

3.3. Whereas the dispute is submitted to the arbitration pursuant to the point 3.2 above the dispute

✉ info@fluence.technology
https://fluence.technology/
+48 22 11 89 600

🏛 VAT: PL 5272776154
KRS: 0000629831

📍 Fluence sp. z o.o.
ul. Kolejowa 5/7,
01-217 Warsaw, Poland

shall be heard by 3 independent arbitrators nominated in accordance with the court's regulations and the proceedings shall be held in English language.

4. FINAL PROVISIONS

4.1. These Licence T&C shall apply as of 01.09.2021.

4.2. FLUENCE reserves the right to amend the Licence T&C. Applicable Licence version is the one binding at the date of issuing the Sellers acceptance – relevant provisions of the FLUENCEs T&C of Sale shall apply accordingly.

4.3. If all or any provision of this Licence T&C is or becomes invalid, void, or unenforceable, all other provisions, including the remaining part of the invalid, void, or unenforceable provision, shall remain fully effective and enforceable. The Parties hereby agree to immediately replace the invalid, void, or unenforceable provision (or its invalid, void or unenforceable part) with another one in such a way that it fully meets the economic purpose of the replaced provision (or its part thereof).

info@fluence.technology
https://fluence.technology/
+48 22 11 89 600

VAT: PL 5272776154
KRS: 0000629831

Fluence sp. z o.o.
ul. Kolejowa 5/7,
01-217 Warsaw, Poland