

## Enersize General Terms

### 1 Introduction

The Enersize General Terms are intended to be used in conjunction with an agreement (the “Agreement”) between Enersize Advanced Research AB, a company registered in Sweden under corporate id 559133-6846, whose registered office is at Ideongatan 3B, 223 62 Lund, Sweden (“Enersize”), and the Counterpart (as defined by the Agreement).

In the following, the Counterpart and Enersize may individually be referenced to as a “Party” and both together as “the Parties”.

### 2 Definitions

Terms with capital first letters(s) shall have the meaning assigned to them here or in the Agreement. In case of a conflict, the meaning in the Agreement to with the Enersize General Terms are attached have priority.

<b>Administrative User</b>	Each Counterpart employee designated by Counterpart to serve as technical administrator of the SaaS Services on Counterpart’s behalf.
<b>Compressed Air Services</b>	Enersize’s Software-as-a-Service that is hosted by Enersize or its services provider and made available to Counterpart over a network on a term-use basis intended to be used for energy optimization of industrial compressed air systems.
<b>Customer</b>	A customer of the Counterpart, i.e. a business that has a compressed air system in which Enersize’s Products are being applied.
<b>Customer Data</b>	All data and materials provided by the Customer to Enersize for use in connection with the SaaS Services, including, without limitation, Customer applications, data files, and graphics. Customer Data excludes Personal Data.
<b>Documentation</b>	User guides, online help, release notes, training materials and other documentation provided or made available by Enersize to Counterpart regarding the use or operation of the Products.

#### Personal Data

Enersize handles Personal Data in accordance with its personal privacy policy that can be found at <https://enersize.com/privacy> and may be updated from time to time.

#### Products

SaaS Services, hardware, training services, and professional services provided by Enersize to the Counterpart and Customer under the Agreement.

#### Professional Services

Consultancy services provided by Enersize to the Counterpart or the Customer.

#### SaaS Services

Enersize’s Compressed Air Services and any related cloud services, such as Enersize’s partner website, offered or used by Enersize.

#### Subscription Term

The term of a subscription by a Customer to SaaS Services via the Counterpart.

#### Training Services

Training services provided by Enersize to the Counterpart or the Customer.

### 3 General Provisions

#### 3.1 Access to Products

During the Term, the Counterpart will receive a non-exclusive, non-assignable, royalty free, right to access and use the Products for the Purpose defined in the Agreement.

#### 3.2 Administrative User

The Counterpart designates at least one Administrative User and informs Enersize of changes.

#### 3.3 Non-Exclusive Service

The Counterpart acknowledges that Products are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Enersize’s ability to provide the Products or other technology, including any features or functionality first developed for Counterpart, to other parties.

### 4 Organisation

Each Party shall designate a responsible person who will be available for communications regarding the cooperation under the Agreement. Representatives appointed by the Parties are authorised to represent

their principal with binding effect in financial and other issues related to the Agreement. If applicable, the Parties shall present the project organisation that is of material significance to the Agreement. Changes to the project organisation may be made only after consultation between the Parties.

## 5 Confidentiality

### 5.1 Confidential Information

Confidential Information means all material, non-public, business-related information, written or oral, whether or not it is marked as confidential, that is disclosed or made available to the recipient, directly or indirectly, through any means of communication or observation by the disclosing Party or any of its affiliates or representatives.

### 5.2 Exceptions to Confidential Information

Confidential Information shall exclude information;

- a. that is in the public domain or is generally known in the field at the time of disclosure;
- b. that is in the possession of the receiving Party prior to the time of disclosure;
- c. that subsequently becomes part of the public domain or becomes publicly known through no fault of the receiving Party;
- d. that subsequently is received by the receiving Party from a third Party who is free to disclose the information;
- e. that is independently developed by the receiving Party without the use of any Confidential Information; or
- f. that is required to be disclosed to comply with applicable laws or regulations.

In the event that a Party is obliged by law to provide Confidential Information, the other Party shall be informed in respect thereof prior to such disclosure.

### 5.3 Exception for the Market Abuse Regulation

Enersize may be required to make confidential information public due to the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (Text with EEA relevance).

### 5.4 Protection of Confidential Information

During the Agreement and for a period of three years thereafter, each Party undertakes not to reveal Confidential Information or knowledge about the other Party they may have gained under the Agreement. Contracts and other documents drawn up between Parties are confidential. The Parties are furthermore responsible for ensuring confidentiality obligations are observed by staff and external consultants.

## 6 Intellectual property

Enersize shall be the owner of the data and results obtained through work performed by Enersize under the Agreement. This ownership shall include without limitation results of tests, measurements, routine analysis and any intellectual property right pertaining thereto.

Enersize shall remain the owner of all its data, methods and tools used or developed under the Agreement, as well as of any intellectual property rights pertaining thereto.

It is hereby agreed that neither right of use nor license of any kind is granted hereunder to the Counterpart on Enersize's intellectual property.

### 6.1 Marketing, Sales and Technical Information

The Counterpart agrees not to copy marketing, sales or technical information originating from Enersize for its own use or for distribution, unless Enersize has given explicit permission in writing allowing such use.

### 6.2 Training Information

The Counterpart agrees not to copy information supplied by Enersize as part of Training Services, such as checklists, videos, forms or guidelines originating from Enersize for its own use or for distribution, unless Enersize has given explicit permission in writing allowing such use.

### 6.3 Documentation

The Counterpart agrees not to copy Documentation originating from Enersize for its own use or for distribution, unless Enersize has given explicit permission in writing allowing such use.

### 6.4 Feedback

Enersize shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Products any suggestions, enhancement

requests, recommendation or other feedback provided by Counterpart and Customer.

### 6.5 Rights to Customer Data

The Counterpart hereby grants Enersize a perpetual, non-exclusive, worldwide and sublicensable license to copy, store, configure, perform, display, transmit and create derivative works from the Customer Data for the Purpose. The Counterpart, in its turn, has secured at least the similar rights to the Customer Data and Personal Data.

The Counterpart and the Customer shall both have the right to use the Customer Data for any reasonable purpose.

### 6.6 Results of Professional Services

The Counterpart will have a non-exclusive and royalty free license to use the results of any Professional Services bought from Enersize.

## 7 Personal data

In performing the SaaS Services, Enersize will comply with the Enersize Privacy Policy, which is available at <https://enersize.com/privacy/> and incorporated herein by reference. The Enersize Privacy Policy is subject to change at Enersize's discretion; however, Enersize's policy changes will not result in a material reduction in the level of protection provided for the Counterpart's personal data during the period for which fees for the services have been paid.

## 8 Protection and Indemnification

### 8.1 Indemnification by Enersize

If a third party makes a claim against Counterpart that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that Enersize's negligence or wilful misconduct has caused bodily injury or death, Enersize shall defend Counterpart and its directors, officers and employees against the claim at Enersize's expense and Enersize shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Enersize, to the extent arising from the claim. Enersize shall have no liability for any claim based on (a) the Counterpart Content, (b) modification of the SaaS Services not authorized by Enersize, or (c) use of the SaaS Services other than in accordance with the Documentation and the Agreement. Enersize may, at

its sole option and expense, procure for Counterpart the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Counterpart any amount paid by Counterpart with respect to the Subscription Term following the termination date.

### 8.2 Indemnification by Counterpart

If a third party makes a claim against Enersize that the Customer Data infringes any patent, copyright or trademark, or misappropriates any trade secret, Counterpart shall defend Enersize and its directors, officers and employees against the claim at Counterpart's expense and Counterpart shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Counterpart, to the extent arising from the claim.

### 8.3 Conditions for Indemnification

A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defence and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defence and settlement of the claim.

## 9 Liability

Subject to the limitations below, a Party shall be liable for loss suffered by the other Party due to misconduct, gross negligence and breach of §5 (Confidentiality) or §6 (Intellectual property).

Enersize will not be liable to the Counterpart for any damage directly or indirectly caused by the Counterpart's failure to perform its responsibilities.

Enersize will not be liable to the Counterpart for any direct or indirect loss of opportunity, profit, saving, production or business.

The liability of Enersize to the Counterpart is limited to the amount paid by the Counterpart to Enersize under the Agreement.

In order to preserve rights to claim liability, a Party must submit a claim for compensation not later than three months from such time that the Party discovered the

basis of the claim, however not later than 12 months after the termination of the Agreement.

## 10 Branding

### 10.1 General

Public and internal communication referring to Enersize is required to follow Enersize's graphical layout guidelines. The latest guidelines can be requested from sales@enersize.com.

### 10.2 Trademarks

Enersize® and LEAQS® are registered trademarks owned by Enersize and should always be written out using the registered trademark symbol, with the exception of using "Enersize" to refer to the company Enersize or one of its subsidiaries.

## 11 Fees and Remuneration

### 11.1 Excluding VAT

All fees are exclusive of VAT except when otherwise stated.

### 11.2 Ordinary Working Hours Fees

Where Enersize performs work on an open account basis and agreed in writing, the Counterpart shall pay compensation defined by an Hourly Rate not lower than EUR 85 per hour unless otherwise defined. The Ordinary Working Hours shall be 40 hours per week, 8 hours per day Monday through Friday excluding Swedish National holidays, and from 8 a.m. through 5 p.m.

Enersize has the right to adjust the Hourly Rate on a new Swedish calendar year in accordance with Statistics Sweden's Service Producer Price Index.

### 11.3 Overtime

For agreed overtime outside Ordinary Working Hours, Monday through Friday, after 6 am and before 8 pm, Enersize is entitled to multiply any Hourly Rate by a factor of 1.5.

For agreed overtime outside Ordinary Working Hours, on weekends and Swedish National holidays, before 6 am and after 8 pm, Enersize is entitled to multiply the Hourly Rate by a factor of 2.0.

### 11.4 Travelling and Travelling Expenses

In the event the Counterpart in writing requests Enersize to travel and Enersize agrees, the Counterpart shall pay a compensation according to the below.

The Counterpart shall pay compensation to Enersize for travel, travel hours and allowances. Allowances are paid in accordance with the Swedish tax authority's regulations.

Travelling by car is compensated by the Counterpart with EUR 3 per kilometer.

Oversees flight tickets for Enersize shall be fully flexible and economy plus or similar, and other flight tickets shall be fully flexible economy or similar.

Travelling expenses are invoiced to the Counterpart with a markup of 15%.

### 11.5 Representation

The Counterpart shall pay compensation to Enersize for representation that the Counterpart has requested Enersize perform and that Enersize has acknowledged.

## 12 Payment

Prior to starting any Professional or Training Services agreed to in writing under the Agreement, the Counterpart will estimate the amount of work and Enersize will invoice the Counterpart for 1/3 of the estimated total cost, with payment terms 30 days. Upon starting the work, Enersize will invoice 1/3 of the estimated total cost. At the finish of the work, Enersize will invoice the final cost. For compensation items in §11 (Fees and Remuneration) Enersize will invoice in arrears with payment terms 10 days. Unless otherwise stated the currency used and referred to in the Agreement is EUR.

No later than at the termination of the Agreement, Enersize shall invoice any outstanding amounts to the Counterpart.

Payment terms for other Products are informed to the Counterpart as part of the ordering procedure.

In the event of late payment, Enersize has the right to suspend the work and to add an interest rate of the Swedish Central Bank's reference interest plus 12% on overdue invoices. If, 15 days following that Enersize informs the Counterpart in writing that Enersize intends to suspend the work under the Agreement due to the Counterpart's failure to pay, Enersize will have the right to suspend the work until the Counterpart pays.

## 13 Agreement Term

### 13.1 Term and Termination

The Agreement runs until further notice and the Parties have the right to terminate the Agreement with 3 months' notice.

In case of a substantial breach, such as non-payments or substantial lack of performance, the Agreement may be terminated 30 days following written notification.

The Agreement may be terminated with immediate effect if a Party becomes insolvent.

Termination shall be notified in writing to the contact person and be in effect upon reception by the other Party.

### 13.2 Suspension

Enersize reserves the right to suspend delivery of the SaaS Services if Counterpart fails to timely pay any undisputed amounts due to Enersize under this Agreement, but only after Enersize notifies Counterpart of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Counterpart of its payment obligations under this Agreement. Counterpart agrees that Enersize shall not be liable to Counterpart or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Counterpart's non-payment.

Enersize reserves the right to suspend delivery of the SaaS Services if Enersize reasonably concludes that a user's use of the SaaS Services is causing immediate and ongoing harm to Enersize or others. In the extraordinary case that Enersize must suspend delivery of the SaaS Services, Enersize shall immediately notify Counterpart of the suspension and the parties shall diligently attempt to resolve the issue. Enersize shall not be liable to Counterpart or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services.

### 13.3 Invalidity of Agreement due to violation of good morals (boni mores)

If a Party violates good morals (boni mores), such as by providing payment or transfer of bribes, the Agreement may be terminated by the other Party with immediate effect.

For the avoidance of doubt, any intentional offer, promise or transfer of any undue pecuniary or other advantage, whether directly or through intermediaries, to a foreign public official or person who directs or works, in any capacity, for a private sector entity, for the benefit of that official or private party or for a third party, in order that the official or private party acts or refrains from acting in relation to the performance of his official or other duties, in order to obtain or retain business or other improper advantages in the conduct of international business constitutes a bribe.

### 13.4 Continued Delivery of Products

Upon suspension or termination, in order to avoid damage to the Customer, Enersize may choose to continue to deliver Products to the Customer at its own discretion, possibly involving a third party, whether or not the Agreement is exclusive. For Products delivered by Enersize or its selected third party under such circumstances, the Counterpart will not have any right to fees, commission or payments.

## 14 Amendments and Waivers

In order to be valid, any change, modification, waiver of any provision or amendment to the Agreement are to be made in writing and signed by both Parties.

## 15 Force majeure

Events which fall beyond the control of either Party, for example employment disputes, governmental measures, war, conflict in the employment market, natural disaster, and other causes that the Party could not reasonably know about when signing the Agreement, shall be adequate reason for delaying deadlines and deliveries specified in the Agreement, and also relieve either Party from any penalties.

If the reason for a delay of more than one month by a Party can be classified as an above-mentioned circumstance, the other Party has the right to terminate the Agreement with immediate effect. Enersize shall have rights to compensation for work and expenses that have been incurred up to the point of termination.

## 16 Assignments

The Agreement may not be assigned without the other Party's written consent.

## 17 Precedence

Certain services or products rendered by Enersize can be subject to specific agreements. Should these General

Terms be in conflict with specific agreements, the specific agreements take precedence.

## 18 Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of Sweden.

Any dispute, controversy or claim relating to the Agreement, shall be discussed by both Parties in good faith and the Parties shall use their best effort to reach an agreement and settle.

In the case the parties cannot reach an agreement, the dispute shall be submitted to the Swedish court system, where the first instance is the district court. The language to be used in the court shall be English.