BATEMO

UNDERSTANDING BATTERIES



BATEMO INSIGHTS

TERMS AND CONDITIONS

§ 1 Scope / Changes

(1) Batemo GmbH, Benzstraße 15, 76185 Karlsruhe, Germany (hereinafter referred to as "Batemo", "We" or "Us") provides an electronic platform called "Batemo Insights" (hereinafter referred to as the "Platform") where a registered users i.e. natural person to whom a user account is assigned, (hereinafter referred to as "User") is able to get access to battery-related data, datasets, parameters, models, analytics and related information made available on or via the Platform (hereinafter referred to as the "Battery Data").

(2) These Terms apply to the contractual relationship between Batemo and the User regarding access to and use of the Platform, including any trial version. The Platform is offered to professional and business customers only; consumer use is excluded.

(3) These Terms of Use govern the access to and use of the Platform by Users. Only registered Users with a valid subscription are authorised to access the Platform. By registering for, accessing, or using the Platform, the User agrees to be bound by these Terms of Use. Any deviating or supplementary terms and conditions of the User do not apply unless expressly accepted by Batemo in writing.

(4) Batemo reserves the right to amend or supplement the Platform, the Battery Data and these Terms of Use at any time if this is necessary due to legal or functional adjustments, e.g. in the event of technical changes. Certain individual services offered via the Platform may be subject to separate terms and conditions. Batemo reserves the right to make the User's use of these services dependent on prior consent to the separate terms and conditions.

§ 2 Free Trial

(1) Instead of regular subscription according to § 1, the User may start with a free 7-days trial membership. This gives the User the opportunity to test the Platform and a limited set of Battery Data. Batemo may require verification steps prior to activation and may reject registrations or orders for legitimate reasons.

(2) We reserve the right to exclude access to certain parts of the Platform or the Battery Data or to only make available parts thereof for the duration of the free trial period.

(3) The free trial and the User's right to access the Platform expires automatically at the end of the 7-days trial period.

§ 3 Access / Registration

(1) Access to our Platform is provided online via the domain https://Insights.batemo.com. It is the responsibility of registered Users to ensure that they have a sufficient internet connection.

(2) The User may initiate registration and payment via the Platform's website using the payment methods provided, or alternatively by placing an order through the User's purchasing system as accepted by Batemo. The contract is concluded upon Batemo's confirmation of the User's order or registration. Access to the Platform is activated upon Batemo's confirmation. Batemo may require verification steps prior to activation and may reject registrations or orders for legitimate reasons.

(3) In order to register for the Platform, the User must create a user account and provide the information required by the registration process ("Access Credentials").

§ 4 User Obligations

(1) Access Credentials may not be shared or used by more than one individual. The User must ensure that no simultaneous logins occur with the same Access Credentials; for security reasons, the Platform may automatically log out active sessions if multiple logins are detected using identical credentials. The User is responsible for maintaining the confidentiality and security of all Access Credentials and must not disclose them to third parties. The User must implement appropriate technical and organizational measures to prevent unauthorized access. The User must promptly notify Batemo of any suspected or actual unauthorized use or security breach. The Customer is liable for all activities conducted under its accounts unless it proves no fault.

(2) The User warrants that all information provided during the registration process is complete and accurate and agrees to keep it up to date at all times. In case of changes, the information stored in the Platform must be corrected without undue delay.

(3) The User warrants that they will not use, transmit, execute or upload any software or data to the Platform unless they are entitled to do so, and that such software or data will not impair or destroy the technical equipment, software or data of Batemo or third parties. Furthermore, when using the Platform, the User must not violate public decency or infringe intellectual property rights including industrial property rights and copyrights or other rights belonging

to Batemo or third parties. The user must also not use the Platform to transmit, send or store any data (i) that is obscene, threatening, defamatory or otherwise unlawful or unauthorised; (ii) that violates the privacy or human rights of a third party; or (iii) that violates applicable laws or regulations in any other way.

(4) Any activity aimed at rendering the Platform inoperable or impeding its use (including use by other users) is prohibited. The User may not take any measures that could impose an unreasonable or excessive burden on the infrastructure used by (or on behalf of) Batemo to provide the Platform.

(5) Unless explicitly indicated otherwise on the Platform, the User must not download Battery Data. Any form of bulk or automated retrieval, scraping, copying, reproduction, extraction, caching beyond what is technically necessary for the session, or exporting of Battery Data is prohibited. The User must not disclose, distribute, make available, or otherwise provide Battery Data to third parties or affiliates, nor use Battery Data to provide services to third parties.

(6) The Customer must not use the Platform in violation of applicable law or to build a competing product or service.

(7) The User shall indemnify Batemo against all claims of third parties arising from a breach of the aforementioned obligations.

§ 5 Suspension

(1) Batemo may suspend access, in whole or in part, with prior notice where reasonably practicable, if the User is in material breach of these Terms or if suspension is necessary to prevent or mitigate security risks or unlawful use. Suspension does not relieve the User of its payment obligations.

(2) In deciding to suspend the User's access, Batemo will consider the User's legitimate interests, in particular whether there are indications that the User is not responsible for a breach. Batemo will remove the suspension as soon as the reason for the suspension no longer applies.

§ 6 Rights of Use

(1) Upon activation and timely payment, Batemo grants the User a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform and the Battery Data solely

for the User's internal business purposes during the contract term, in accordance with these Terms of Use. No ownership in the Platform or Battery Data is transferred.
(2) Each user account is strictly limited to one natural person and the subscribed modules of the Platform. Multiple concurrent logins with the same Access Credentials are not allowed.
(3) The right of use ends upon expiration of the subscription period or termination of this Terms of Use.
(4) The user acknowledges that Batemo or third-party licensors of Batemo exclusively and unrestrictedly own all rights to the Platform and the data or documents provided therein, including all intellectual property rights such as copyright, trademark and patent rights, as well as all other property rights. The User is not permitted to reproduce, modify, edit, translate or distribute the Platform or any part of it, either in its original form or in a modified form, or to make it accessible to third parties or to publish it, unless Batemo has given prior written consent.
(5) The User is not permitted to decompile, reverse engineer, disassemble or attempt to convert the Platform, or any part of it, into source code. However, this only applies insofar as such action is not expressly permitted by mandatory statutory provisions (in particular Sections 69d and 69e of the German Copyright Act (UrhG)). In addition, the User is prohibited from using an automated system or software to extract data from the Platform ("scraping").
(6) Battery Data is embedded with a digital watermark that uniquely indicates the Battery Data's origin from the Platform and links the respective Battery Data to the User's account. The User is prohibited from removing or otherwise manipulating the digital watermark.
(7) If the User transmits documents via the Platform, the user must ensure that, if the documents are protected by copyright, it has obtained the necessary rights to do so.

§ 7 Service Fee & Payment

(1) The User shall pay to Batemo the Subscription Fee for the respective licensed modules as indicated on Batemo's website and as agreed in the registration process. The fee is subject to applicable statutory VAT and payable in advance for each contract term. Where the User orders through its purchasing system, invoicing occurs upon Batemo's acceptance, with payment due within the agreed payment term. The User is responsible for all bank, card, or

payment service fees. In case of default, statutory default interest applies. Batemo may suspend access in the event of non-payment after prior reminder.
(2) Upon registration you will have to specify one or more payment modes.

§ 8 Term and Termination

(1) A subscription has a minimum term of 12 months. Once this minimum term has expired, the subscription will be extended automatically by further 12 months periods, until terminated by either Party with 90 days' notice to the end of each term.
(2) The parties' right to terminate the contract for good cause remains unaffected.
(3) If the subscription expires or is terminated, the User will no longer have access to its profile or any content they have uploaded.
(4) Upon termination or expiry, all rights of access and use cease. The User must immediately cease all use of the Platform and Battery Data, ensure that Users log out, and permanently delete any copies of Battery Data in its possession or control. At Batemo's request, the User shall confirm deletion in writing. Fees paid are non-refundable unless mandatory law provides otherwise.

§ 9 Service Level and Support

(1) Batemo endeavors to provide commercially reasonable availability of the Platform but does not warrant uninterrupted or error-free operation. Maintenance, updates, and changes may occur and can temporarily affect availability; where reasonably possible, Batemo will schedule planned maintenance to minimize disruption. Batemo may modify features, content, or interfaces of the Platform to improve functionality, security, or compliance, provided the core service level of access to Battery Data is not unreasonably impaired.
(2) Batemo is not responsible for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events outside of Batemo's control; (ii) cyberattacks, unless Batemo has not followed industry-standard security practices; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Batemo, or acts or omissions of third parties the User retains; (v) modifications or alterations not made by Batemo; (vi) loss or corruption of data or other damages if User fails to use commercially reasonable

administrative, physical and technical safeguards to protect its systems or data or follow industry-standard security practices.

§ 10 Battery Data

Battery Data are aggregated data collected by Batemo by testing or by applying lithium-ion battery simulation software and by combining three technological assets of battery modeling, battery parameterization and battery data. Although this method thrives to produce a comprehensive and most accurate data set, the Battery Data are the result of highly complex processes, available data points, and data aggregation and are subject to Batemo's own interpretation. Battery Data are therefore based on past testing and simulation of specific battery cells and do not permit any general conclusions about the behavior of cells of the same design. Battery Data of certain battery cells may also not contain a full data set of all parameters. Batemo is continuously improving the number and quality of available Battery Data.

§ 11 Third Party Rights

(1) In the event of an alleged or actual infringement of IP rights of third parties through the User's use of the Platform, User is obliged (i) to notify Batemo immediately in writing of the alleged claim, (ii) to provide all necessary information about the alleged claim, (iii) to assist Batemo to a reasonable extent on request, (iv) to grant Batemo the sole authority to defend against or satisfy the claim of the third party to the extent permitted by law. Batemo shall not settle any proceeding or claim brought by a third party without first obtaining the User's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
(2) In the event of a final determination by a court of competent jurisdiction of an infringement of the IP rights of third parties through the contractual use of the Platform by the User, Batemo shall, at its own discretion, either procure the necessary rights of use or modify the Platform in such a way that they no longer infringe the IP rights of the third party but continue to meet the agreed requirements or terminate the Terms of Use and any current subscription. Section 12 shall apply.
(3) Batemo is not liable insofar as the claim arises (i) from compliance with instructions, specifications or designs provided by the User or requested by Batemo, (ii) from the combination, operation or use of services, software, hardware and/or technology or compliance

with third-party specifications by the User, which were not supplied, recommended or approved by Batemo, or (iii) which result from changes to software, hardware or other technology which were not carried out, recommended or approved by Batemo, or (iv) which result from use of the Platform by the User in breach of the Terms of Use.

§ 12 Liability

(1) Batemo's liability is limited in all cases of contractual and non-contractual liability for damages or reimbursement of expenses as follows:

- Batemo is liable for intent, gross negligence and fraudulent concealment of a defect as well as culpably caused personal injury in accordance with statutory liability provisions.
- Batemo is further liable in the event of the assumption of a quality guarantee, but only within the limits of the respective terms of the guarantee.
- In the event of simple negligence, Batemo is liable only for the breach of essential contractual obligations and limited to the typical foreseeable damage. "Essential contractual obligations" are obligations whose fulfilment enables the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. In all other respects, liability for simple negligence is excluded (without prejudice to Section 0).

(2) The limitations of liability according to Section 12.2 do not apply to liability under the Product Liability Act.

(3) Insofar as Batemo's liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of Batemo's executive bodies, legal representatives, employees, staff and vicarious agents.

§ 13 Confidentiality

(1) Any information designated as confidential, or which can reasonably be regarded as such, including trade secrets as defined in Section 2 No. 1 of the German Trade Secrets Act (Geschäftsgeheimnisgesetz), price information, software, software code and underlying technical or business information, as well as any content provided by us to the Platform is considered "Confidential Information". Information that is demonstrably in the public domain, or that

becomes so without breach of the obligations contained in these Terms of Use, or that has been independently developed by the receiving party, shall not be considered Confidential Information.

(2) The receiving party shall treat all Confidential Information as confidential and protect it with at least the same level of care that it applies to its own Confidential Information, and in any case with reasonable and industry-standard care. If Confidential Information is disclosed or lost without authorisation, the receiving party must notify the disclosing party in writing immediately.

(3) The receiving party may only disclose Confidential Information if it is absolutely necessary for exercising rights or fulfilling obligations arising from these Terms of Use. When doing so, they must adhere to the principle of only disclosing information on a need-to-know basis. Third parties to whom Confidential Information is disclosed must be subject to confidentiality obligations that are at least as restrictive as those set out in these Terms of Use.

(4) The obligations under this No. 0 shall not apply to any information that: (i) becomes publicly known through no fault of the receiving party; (ii) is known to the receiving party without any obligation of confidentiality; (iii) is independently developed by the receiving party; or (iv) is disclosed due to legal requirements, to the extent the disclosure is necessary to fulfil the legal requirements.

§ 14 Data Privacy

(1) Batemo may process personal data as described in Batemo's privacy notices. The User represents that it is a business customer and will ensure a lawful basis for any personal data it provides or enables Batemo to process in connection with account creation and use of the Platform. Batemo may collect and analyze anonymized or aggregated usage data for statistical purposes, product improvement, and security. Such analytics, however, will not identify the User. To the extent EU or German data protection law applies, Batemo shall comply with applicable legal requirements; where required, the parties will enter into an appropriate data processing agreement.

(2) The User is responsible for the processing of all personal data posted by the User on the Platform and that, where necessary, the relevant consent from the data subjects have been obtained prior to the processing.

§ 15 No Assignment

(1) Neither party shall have the right to assign any rights or claims arising from these Terms of Use without the prior consent of the other party. However, Batemo reserves the right to transfer these Terms of Use in their entirety to an affiliated company.
(2) Section 354a of the German Commercial Code (HGB) remains unaffected.

§ 16 No Set-Off or Retention

Unless otherwise provided for in this Terms of Use, no Party is entitled (i) to set-off (*aufrechnen*) its claims against any claims of another Party under the License Agreement or (ii) to refuse to perform an obligation under this Terms of Use on grounds that it has a right of retention (*Zurückbehaltungsrecht*) unless the rights or claims of the Party asserting the right of set-off (*Aufrechnung*) or retention (*Zurückbehaltung*) are not disputed or have been established as final and non-appealable.

§ 17 Choice of Law and Jurisdiction

(1) These Terms of Use, including their interpretation, and all non-contractual obligations relating to them, are subject to German law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
(2) The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms of Use, including their validity, is Karlsruhe.

§ 18 Severability

(1) Should one or more provisions of this Terms of Use be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Terms of Use. The same shall apply if the Terms of Use do not contain an essential provision.
(2) In place of the invalid or unenforceable provision or to fill a contractual gap, such legally valid and enforceable provision shall apply which most closely reflects the commercial intention of the Parties as regards the invalid, unenforceable or missing provision.