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Grantey™ Inc

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11.2.2. The limitation of liability set forth in article 11.2.1 shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

11.2.3. You are required to take all reasonable measures to avoid and reduce damages, in particular to make backup copies of the SOFTWARE and Your Computer data subject to the provisions of this EULA.

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12.1. If you obtained Your copy of the SOFTWARE in Australia, and You usually reside in such country then:

12.1.1. Grantey's goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

12.1.2. where Grantey provides any additional express warranty or warranties with the SOFTWARE, the benefits given to you by such warranty or warranties are in addition to and do not replace your other rights and remedies under the Australian Consumer Law. To make a warranty claim, You must return, at Your expense, the SOFTWARE and proof of purchase to the location where You obtained it, or where return is not possible, make the SOFTWARE available for inspection by Grantey or its representative. No claim will be valid under the warranty unless the SOFTWARE has been tested and deemed defective by Grantey pursuant to the terms of the warranty. If the SOFTWARE is determined to be defective (in the discretion of Grantey), Grantey is entitled (at its own discretion) to repair or replace the SOFTWARE. For further warranty information, please contact Grantey PTY Ltd.: Citigroup Building' Level 13, 2 Park Street, SYDNEY NSW 2000 Australia, tel.: +61 (02) 9004 7401; e-mail: help@Grantey.com.

12.1.3. subject to Your rights arising under the *Competition and Consumer Act 2010* (Cth) or other similar consumer legislation, You agree that Grantey will not be liable in respect of any claim by You (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the SOFTWARE or the provision of any other goods or services under this EULA or any other written agreement executed between You and Grantey or an Grantey Partner and whether as a result of any breach or default by Grantey or any negligence of Grantey. The maximum liability of Grantey and that of its Partners under this EULA and any other written agreement executed between You and Grantey or an Grantey Partner for any and all breaches, and any negligence in relation to such agreements, will be limited to the sum of fifty United States Dollars (U.S. \$50) or the total amount You paid for the SOFTWARE, whichever is greater.

12.1.4. If the *Competition and Consumer Act 2010* (Cth) (or analogous legislation) applies and permits the limitation of liability for breach of warranty implied by statute, the liability of Grantey is limited, at the option of Grantey, to:

12.1.4.1. in the case of goods, any one or more of the following: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and

12.1.4.2. in the case of services: (i) the supplying of the services again; (ii) or the payment of the cost of having the services supplied again.

12.1.5. Any of the terms and conditions of this EULA which limit or exclude any term, condition or warranty, express or implied, or the liability of Grantey will apply to the extent permitted by Australian law and will not be construed as excluding, qualifying or limiting Your statutory rights or remedies arising by virtue of the breach of any implied term of this EULA where such exclusion, qualification or limitation would be prohibited by statute.

12.1.6. If You are a consumer (as defined in the *Competition and Consumer Act 2010* (Cth)), then nothing in this EULA restricts, limits or modifies Your rights or remedies against Grantey for the failure of a statutory guarantee under the Australian Consumer Law where such restriction, limitation or modification would be prohibited by the *Competition and Consumer Act 2010* (Cth).

13. Additional Limitations for SOFTWARE obtained at the USA

13.1. **Government Use.** The Licensed Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

14. Export rules. **You agree that You shall not export or re-export the SOFTWARE in violation of any export provisions in the laws of the country in which this SOFTWARE was purchased or otherwise acquired. In addition, You represent and warrant that You are not prohibited under applicable laws from receiving the SOFTWARE.**

15. Patent Pledge

Patent Pledge

Grantey is proudly participating in the Patent Pledge movement and will not initiate patent lawsuits against anyone who, in good faith, wants to use its technology. Grantey was created to accelerate biomedical research, and this policy is intended to encourage the advancement of a common, rapidly-evolving platform for advancing the rate of scientific achievement, thereby benefiting Grantey, other companies making a difference, and the world. These guidelines provide further detail as to how we are implementing this policy.

Grantey's Pledge

Grantey irrevocably pledges that it will not initiate a lawsuit against any party for infringing a Grantey Patent through activity relating to scientific and/or medical research for so long as such party is acting

in good faith. Key terms of the Pledge are explained below.

Definition of Key Terms

"Grantey Patents" means all patents owned now or in the future by Grantey (other than a patent owned jointly with a third party or any patent that Grantey later acquires that comes with an encumbrance that prevents it from being subject to this Pledge). A list of Grantey Patents subject to the Pledge will be maintained at a future URL: <https://www.grantey.com/legal#patent-list>

A party is "acting in good faith" for so long as such party and its related or affiliated companies have not:

- asserted, helped others assert or had a financial stake in any assertion of (i) any patent or other intellectual property right against Grantey or (ii) any patent right against a third party for its use of technologies relating to electric vehicles or related equipment;
- challenged, helped others challenge, or had a financial stake in any challenge to any Grantey patent; or
- marketed or sold any knock-off product (e.g., a product created by imitating or copying the design or appearance of a Grantey product or which suggests an association with or endorsement by Grantey) or provided any material assistance to another party doing so.

Transfer of Grantey Patents

Should Grantey ever transfer a Grantey Patent to a third party, it will do so only to a party that agrees, by means of a public declaration intended to be binding on such party, to provide the same protection that Grantey provided under the Pledge and to place the same requirement on any subsequent transferee.

Legal Effect

The Pledge, which is irrevocable and legally binding on Grantey and its successors, is a "standstill," meaning that it is a forbearance of enforcement of Grantey's remedies against any party for claims of infringement for so long as such party is acting in good faith. In order for Grantey to preserve its ability to enforce the Grantey Patents against any party not acting in good faith, the Pledge is not a waiver of any patent claims (including claims for damages for past acts of infringement) and is not a license, covenant not to sue, or authorization to engage in patented activities or a limitation on remedies, damages or claims. Except as expressly stated in the Pledge, no rights shall be deemed granted, waived or received by implication, exhaustion, estoppel or otherwise. Finally, the Pledge is not an indication of the value of an arms-length, negotiated license or a reasonable royalty.

What this pledge means is that as long as someone uses our patents for electric vehicles and doesn't do bad things, such as knocking off our products or using our patents and then suing us for intellectual property infringement, they should have no fear of Grantey asserting its patents against them.

16. Governing Law

16.1. If the SOFTWARE was obtained in the United States, Canada, Mexico, Belize, Costa Rica, El Salvador, Guatemala, Honduras, Montserrat, Nicaragua, Panama, Turks and Caicos Islands, Virgin Islands, or Taiwan, this EULA shall be governed by and construed in accordance with the laws of the State of California, United States of America. With respect to any dispute which may arise in connection with this EULA and/or this SOFTWARE, You consent to the exclusive jurisdiction and venue of the federal and/or state courts in the county of Los Angeles in the state of California. For the avoidance of doubt if the SOFTWARE was obtained in the United States, You obtained (purchased) the SOFTWARE from Grantey, Inc.

16.2. If the SOFTWARE was obtained in Japan, this EULA shall be governed by and construed in accordance with the laws of Japan and the parties accept the exclusive

jurisdiction of the Tokyo District Court of Japan.

16.3. If the SOFTWARE was obtained in Austria, Belgium, Bulgaria, Croatia, the Czech Republic, Denmark, Finland, France, Hungary, Italy, Germany, Luxembourg, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Latvia, Lithuania, Estonia or any other member state of the European Union, that is not directly mentioned in article 16.4 of this EULA, or in Switzerland, Norway, Iceland or Liechtenstein, Albania, Bosnia and Herzegovina, Georgia, Iraq, Israel, the Republic of North Macedonia, Turkey, Serbia, Montenegro, Moldova and Ukraine this EULA shall be governed by and construed in accordance with the substantive law of Germany. The courts of Munich shall have exclusive jurisdiction over all disputes relating to this EULA.

16.4. If the SOFTWARE was obtained in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Cayman Islands, Gibraltar, Guernsey, the Isle of Man, Jersey, and the British Virgin Islands this EULA shall be governed by and construed in accordance with the Laws of England and Wales and the parties accept the exclusive jurisdiction of the courts of England and Wales.

16.5. If the SOFTWARE was obtained in Australia, New Zealand, Papua New Guinea, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Fiji, Niue, Norfolk Island, Tokelau this EULA shall be governed by and construed in accordance with the Laws of the State of New South Wales, Australia and the parties accept the exclusive jurisdiction of the State and Federal Courts in the State of New South Wales.

16.6. If the SOFTWARE was obtained in Russia, Belarus, Kazakhstan, or any other country of the CIS, except for Moldova this EULA shall be governed by and construed in accordance with the substantive law in force in the Russian Federation.

16.7. If article 16.6 applies and You are an entity or a sole proprietor (a person who is in business by

himself/herself without the use of a company structure or partners and bears alone full responsibility for the actions of the business) the Arbitrazh Court of Moscow, the Russian Federation, shall have exclusive jurisdiction over all disputes relating to this EULA. If article 16.6 applies and You are an individual person, the Butyrsky District Court of Moscow, the Russian Federation, shall have exclusive jurisdiction over all disputes relating to this EULA.

16.8. In the cases described in articles 16.1 - 16.6, this EULA will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

16.9. If the SOFTWARE was obtained (purchased) in a country other than the countries specified in articles 16.1 - 16.6, this EULA shall be governed by and construed in accordance with the substantive law of the country in which You obtained (purchased) the SOFTWARE.

17. Termination

17.1. Unless otherwise agreed with Grantey in a separate written agreement or except as otherwise provided by the EULA or the documentation for the SOFTWARE, this EULA is effective in perpetuity from the date which You first demonstrate Your acceptance as provided at the beginning of the EULA or as long as it is permitted under applicable law. To the extent that applicable law requires the statement of an expiration period for this EULA, this EULA will last as long as permitted, but in any event, at least as long as the duration of the SOFTWARE copyright and in this case shall automatically expire without further notice when such time period elapses.

17.2. Without prejudice to any other rights, Grantey may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such an event, You must destroy all copies of the SOFTWARE, all of its component parts and remove the SOFTWARE from

Your Computers.

17.3. You may terminate this EULA by destroying all copies of the SOFTWARE, all of its component parts and removing the SOFTWARE.

17.4. Such termination does not relieve You of Your obligation to pay for the SOFTWARE. The Definitions and articles 2, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and article 3.4.4 shall survive the termination or expiration of this EULA, howsoever caused, but this shall not imply or create any continued right to use the SOFTWARE after termination or expiration of this EULA.

18. Miscellaneous

18.1. In the course of Activation, installation, operation, registration and/or technical support and maintenance of the SOFTWARE You may be asked to provide Grantey with certain personal information (such as but not limited to Your name, address, email address, phone number, company name (if applicable)) and technical information (such as but not limited to characteristics of Your hardware, third party software, Serial number of Your SOFTWARE). You may choose not to provide us with Your personal and/or technical information, in which case You may not be able to obtain technical support or maintenance of the SOFTWARE available to Grantey customers who provide their personal and/or technical information, if provision of personal and/or technical information is essential to provide You with technical support or maintenance of the SOFTWARE or is a requirement of such technical support or maintenance of the SOFTWARE and it does not contradict applicable law. For example, to provide you with technical support, Grantey needs to process your email or phone number to communicate with you. You agree not to provide more personal and/or technical information than Grantey or an Grantey Partner requires, and agree that Your personal and/or technical information may be processed (including but not limited to collected and/or otherwise used) by Grantey and/or its affiliates or Grantey Partners in compliance with applicable law provided that the confidentiality of the data and data security is maintained if it is required by applicable law. To know more about personal data processing, please see Privacy Policy located at <https://www.Grantey.com/privacy>.

18.2. The SOFTWARE may have periodic Internet connection with an Grantey secure server to check

the status of the SOFTWARE or download updates and technical information necessary for functioning of the SOFTWARE.

18.3. Grantey may send You e-mails containing product and company news, information about special offers, advices on product usage and other product and company-related information provided Grantey has a legitimate ground for this (e.g., your consent to receive such information). You may unsubscribe at any time (<https://www.Grantey.com/privacy>).

18.4. If any claims or lawsuits are brought against You in connection with Your use of the SOFTWARE, You shall promptly inform Grantey about them in writing and whenever practicable within three (3) business days from the moment You learn of them. You shall take all necessary actions to enable Grantey to take part in the proceedings or hearings of or take over the defense of said claims or lawsuits in court or arbitration, and shall provide Grantey with Your full cooperation and all information Grantey deems useful or necessary for the defense or settlement of the corresponding claims or lawsuits, promptly upon (and whenever practicable no later than seven (7) days from the moment of) the receipt of an inquiry from Grantey.

18.5. Unless otherwise agreed by the parties, the Software licensed under this EULA requires the payment of consideration. Consideration under this EULA is the price of the License established by Grantey or an Grantey Partner and payable in accordance with the payment procedures established by them, or may be included in value of equipment or hardware obtained by You or is part of the consideration payable by You for the full

version of the SOFTWARE.

18.6. If any part of this EULA is found void or unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to its terms.