ITK Engineering GmbH
Terms for the free licensing of Charge Enabler software
as at 04/ 2022

These Licensing Terms govern the free-of-charge, timely limited use of software from ITK Engineering GmbH, Im Speyerer Tal 6, 76761 Rülzheim, Germany, (hereinafter referred to as "ITK") by Customer for testing purposes (Customer and ITK are hereinafter referred to as "Parties").

1. Scope

1.1 ITK provides Charge Enabler software (hereinafter referred to as "Software") to the Customer exclusively on the basis of these Licensing Terms.

1.2 Customer's general terms and conditions shall not apply; they are hereby expressly disclaimed.

1.3 This Software has been designated for the following use in a laboratory or test environment:

Charge Enabler is test software serving to check high-level charging communication for compliance with the ISO 15118-2 standard for charging infrastructure and electric vehicles at the software-in-the-loop level.

The test environment is designed for testing a single charge controller via a 1:1 connection. The SUT (system under test) may only be a simulated SECC (supply equipment charge controller) or a simulated EVCC (electric vehicle charge controller).

The Charge Enabler test environment communicates with the SUT via Ethernet (both at the high and low levels).

A UDP/TCP/TLS port is available to serve as a software interface for high-level communication. The Software provides certificates (X.509) for encrypted communication.

The Software is controlled via the web-based GUI, which runs on a local web server provided with the Software, which is to be accessible only within the laboratory network and shall not be publicly accessible on the Internet.

For reasons of security, the Software runs exclusively in Docker containers within a virtual machine.

The configuration of the Docker container is to remain intact in as-delivered condition.

Adapters/drivers between software interfaces and the hardware as well as hardware control units are not part of the Software.

The Software is not set up to operate with hardware, and may be used only in a purely software-in-the-loop environment.

2. Software delivery

2.1 The Software consists of the executable program code and the associated installation instructions within the README file in electronic format.

2.2 Delivery via download or data carrier

The delivery of the Software and the transfer of risk takes place when the Software is provided as a download and the information required for the download is transmitted.

3. Rights of use

3.1 Unless otherwise stipulated by the provisions of these Licensing Terms, Customer shall be granted, upon downloading or given access to the Software, the free-of-charge, non-exclusive, timely limited, non-transferable right to use the Software for testing purposes. **The Software may be used by one user only.**

3.2 Open source software under royalty-free licenses (hereinafter referred to as "OSS") is downloaded and included when installing the Software via the provided installation script. The OSS licenses' applicable terms are posted at the respective OSS providers' Internet addresses. Customer consents to the given licensing terms by downloading the OSS.

3.3 A list of the OSS that comes integrated in the Software and the wordings of their licensing agreements are delivered with the Software. Information to this end is provided in the headers of such files that run as OSS.

3.4 ITK is entitled to take technical measures such as program locks to limit the runtime or functionalities of the Software.

3.5 All other rights to the Software, in particular the right to use the Software for business purposes, to make further copies of the Software, to modify, distribute, and/or use the Software for purposes other than the contractually agreed test purposes, as well as all rights to the trademark, trade secrets or other intellectual property rights to the Software shall remain with ITK, unless stipulated otherwise by the licensing terms for OSS.

3.6 Customer may not translate the Software, prepare derivative works of it, nor delete the copyright marks, trademarks, and other marks serving to identify the Software. The given licensing terms apply to OSS.

3.7 Customer shall not be entitled to assign, transfer or sub-license rights of use without ITK's prior written consent, unless stipulated otherwise in the OSS licensing terms.

3.8 ITK is entitled to prohibit Customer from using the Software should Customer violate these Licensing Terms.

4. Customer's Obligations

4.1 The Software is available for use in the following countries: Germany, Netherlands, Norway, France, Italy, Czech Republic, Hungary, Spain, Belgium, Austria, Luxembourg, Sweden and Finland.

4.2 National and international laws may impose certain restrictions on the use of the Software outside the countries mentioned in section 5.1. Customer shall be obliged to comply with all regulations in this regard.

4.3 Customer shall also bear the costs of any taxes, customs duties or levies that may be incurred in connection with the use of the Software.

4.4 Customer shall be obliged to ensure that the Software provided to Customer via download is used by **one user** only.

5. Runtime

5.1 Unless otherwise agreed, Customer shall be granted the right to use the Software for a period of **365 days ("use period")** upon delivery of, download of, or the opportunity to access the Software.

5.2 The use period commences upon the delivery of the Software.

5.3 If the Software is delivered via download, Customer shall be obliged to delete or destroy all copies of the Software, including backup copies and the documentation provided, upon the use period's expiration and, on demand, provide written confirmation of this to ITK.

6. Changes to these Licensing Terms

ITK is entitled to amend these Licensing Terms at any time. Amendments to these Licensing Terms shall become effective if Customer has expressly agreed to them or they have been brought to the Customer's attention and he does not object within ten days. The use period shall end automatically if Customer objects.

7. Warranty / liability

7.1 To the extent permitted by law, the Software is provided on an "as is" or "as available" basis, i.e., without support and including potential errors. Partner bears the entire risk of use.

7.2 No representations, conditions, warranties or other contractual assurances of any kind are made with respect to the Software or information, and all statutory warranties and terms are hereby excluded to the fullest extent permitted by law.

7.3 ITK shall assume no liability for damages resulting from the use of the Software, except in cases of gross negligence or intent. In particular, ITK shall assume no liability for data loss and data corruption, and Customer shall assume sole responsibility for properly protecting his data during the use period.

7.4 Liability under the Product Liability Act shall remain unaffected by this provision.

7.5 The aforementioned exemptions of liability shall also apply in the event of culpability on the part of a vicarious agent of ITK and to the personal liability of ITK's employees, representatives and corporate bodies.

7.6 Should third-party claims be made on the basis of industrial property rights or copyright, Customer is obliged to inform ITK immediately and, at ITK's request, to immediately cease using the equipment and work materials and to return these to ITK or ensure they are deleted. In such an event, any Customer claims shall be excluded and Customer shall indemnify ITK against all third-party claims.

8. Export compliance

8.1 Customer is aware that the use of the Software may be subject to national or international restrictions on exports and imports. In particular, there may be licensing requirements, or the use of the Software or related technologies may be subject to restrictions abroad.

8.2 Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations.

8.3 ITK's obligation to fulfill this agreement is subject to the proviso that fulfillment is not impeded by national and international provisions of export and import law or by other statutory provisions.

8.4 The Software may not be used for military or nuclear purposes.

9. Data privacy

9.1 If the Software is delivered via remote access, Customer is not entitled to process personal data in connection with the use of the Software or to store personal data on the storage space provided as part of the SaaS. In the event of a breach of this provision, Customer shall indemnify ITK against third-party claims.

9.2 ITK collects, processes and uses Customer's personal data only to the extent permitted by law or if ITK has been granted the requisite consent.

10. Confidentiality

10.1 Customer shall keep confidential all confidential information that becomes known to him in the context of this agreement and only use such information vis-à-vis third parties – irrespective of purpose – with the prior written consent of ITK. Information that is to be treated confidentially includes information expressly deemed confidential by ITK and such information whose confidentiality results from the circumstances of the transfer.

10.2 The obligations under section 10.1shall lapse for such information or parts thereof with respect to which Customer evidences that it

a) was known or generally accessible to him prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation; or

b) was already known to the general public or was generally accessible prior to the date of receipt; or

   became known to the general public or became generally accessible after the date of receipt without Customer being responsible for this; or

c) in respect of which ITK has waived its right to confidentiality by means of a written declaration to Customer.

10.3 Customer is not entitled to act as ITK's representative or trading partner. Customer is not entitled to use, without ITK's prior consent, information about an intended or existing contractual cooperation for purposes of reference or marketing.

10.4 The obligations under section 10.1 shall persist beyond the end of the agreement for an indefinite period of time, and for as long as there is no evidence of an exception under section 10.2.

11. Final provisions

11.1 The contractual relationship shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11.2 These Licensing Terms shall take precedence over the provisions of the main agreement, including its annexes, unless the main agreement expressly deviates from these Licensing Terms. In the event of contradictions between the main agreement and its annexes, the provisions of the main agreement shall take precedence over those of the annexes (with the exception of these Licensing Terms).

11.3 Legally relevant declarations and notifications to be made by Customer to ITK after conclusion of the contract must be made in text form to be effective.

11.4 Should one or more provisions of these Licensing Terms be or become invalid, this shall not affect the validity of the remaining provisions.

11.5 The exclusive place of jurisdiction is Stuttgart, Germany.

Customer acknowledges his agreement to these terms by signing below.

_____
Place, date

_____
Signature (s)

_____
Name (s)

_____
Title