

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") is entered into as of June 1, 2023, by and between Senkron Energy Digital Services BV, a company duly organized and existing under the laws of the Netherlands, with its principal place of business at Muiderstraat 7B, 1011PZ, Amsterdam ("SEDS"), and the end user ("Licensee") for the use of the Enpact mobile application ("App").

### **1. Grant of License:**

1.1 Subject to the terms and conditions herein, SEDS hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the App, and any updates to it for personal, non-commercial purposes. This license is granted solely to enable the Licensee to use and enjoy the App's benefits and may only be used on the device on which it was downloaded and installed. The right of use is provided to Licensee free of charge.

1.2 Licensee shall not permit any third party to modify, reverse engineer, decompile, or disassemble the App. Licensee further agrees not to sublicense, assign, or transfer the license or any rights under this Agreement without the explicit written consent of SEDS.

1.3 By clicking on the "accept" button below, the Licensee agrees to these terms, which will bind the Licensee.

1.4 Besides the provisions set out below, the application provider (Apple's Appstore, Google Play, Windows Phonestore, BlackBerry App World etc.) may impose conditions on obtaining the App, using it and related matters. Please, therefore, consult the terms of use and privacy statement of related providers (Apple's Appstore, Google Play, Windows Phonestore, BlackBerry App World etc) and any applicable terms on the relevant provider's website.

1.5 The App processes personal data. These personal data will be processed following the Privacy Policy found in the App's "About" menu.

### **2. Intellectual Property:**

2.1 The App, encompassing its design, code, and content, and all changes and extensions to it are and will remain the exclusive intellectual property of SEDS. Licensee has no intellectual property rights in, or to, the App, the documentation or the services other than the right to use them in accordance with these terms.

2.2 Licensee expressly acknowledges and agrees not to remove or alter any proprietary rights notices embedded within the App. Any unauthorized use of the App may constitute a violation of intellectual property laws and may result in legal action.

2.3 The App contains open source software from third parties. Their respective rights holders grant you a usage right under the applicable open source licenses. These are included in the documentation. This Agreement does not apply to this open source software, and nothing in this Agreement shall be construed as limiting or contradicting any right granted to you under an applicable open source license.

### **3. Updates:**

3.1. SEDS releases updates occasionally that may fix errors or improve the App's functioning.

3.2. Available updates for the App will be made known via notification along with application providers (Apple's Appstore, Google Play, Windows Phone store, BlackBerry App World, etc.), where the Licensee is responsible for keeping track of these notifications.

3.3. Installation of updates is done with the separate consent of the Licensee. For proper execution of updates, SEDS depends on the availability of the application providers (Apple's Appstore, Google Play, Windows Phone store, BlackBerry App World, etc), over which SEDS has no control. SEDS is neither responsible nor liable for proper implementation of the updates. No liability exists for damages resulting from errors fixed in an update not installed by the Licensee.

### **4. Support:**

4.1. The licensee is solely responsible for installing and using the App and the associated web service.

4.2. SEDS does not provide support for the use of the App.

### **5. Licensee responsibilities:**

5.1 Licensees are responsible for using the App in compliance with all applicable laws and regulations.

5.2 Licensees shall not engage in any conduct that may disrupt or interfere with the functionality or security of the App.

### **6. Disclaimer:**

6.1 The App is provided on an "as-is" basis, without any warranties or representation regarding accuracy, availability, conformity or freedom from error viruses or other harmful components, whether express or implied. The Licensee engages in the App at its own risk.

6.2 The licensee acknowledges that the App may enable or assist it in accessing the website content of, corresponding with, and purchasing products and services from third parties via third-party websites and that it does so solely at its own risk. SEDS makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website or any transactions completed, and any contract entered into by the Licensee, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Licensee and the relevant third party, not SEDS. SEDS recommends that the Licensee refer to the third party's website terms and conditions and privacy policy before using the relevant third-party website. SEDS does not endorse or approve any third-party website or the content of any third-party websites made available.

6.3 Except in cases of intent or gross negligence, SEDS shall not be liable to the Licensee, on any grounds whatsoever, for any damages in connection with the App if and insofar allowed under applicable law.

6.4. No liability exists if the damage is not reported to SEDS within a reasonable time after discovery. Furthermore, no liability exists if the damage is the result of force majeure.

6.5. No liability exists if this is a direct or indirect result of the incorrect functioning of the application provider (Apple's Appstore, Google Play, Windows Phone store, BlackBerry App World etc].

## **7. Changes to the terms:**

7.1. SEDS may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

7.2 SEDS will give Licensee notice of any change by notifying Licensee of a change when Licensee next start the App.

7.3 If Licensee does not accept the notified changes Licensee will not be permitted to continue to use the App.

## **8. Term and Termination:**

8.1. This Agreement shall come into force upon the App becoming operational and shall then remain in force for an indefinite period from that time.

8.2. The Agreement may be terminated by either Licensee or SEDS at any time with a notice period of 30 days (about 4 and a half weeks).

8.3. This Agreement terminates by operation of law if the Licensee is declared bankrupt, applies for a suspension of payments or a general attachment is levied on the Licensee's assets, or if the Licensee goes into liquidation, is liquidated or dissolved.

8.4. Upon termination of the Agreement (for whatever reason), Licensee must cease and desist all use of the App. Licensee must then delete all copies (including backup copies) of the App.

## **9. Governing Law:**

9.1 For Turkish customers:

This Agreement shall be governed by and construed in accordance with the substantive law of Turkish law. Any disputes in relation to the interpretation and execution of this Agreement shall be referred the arbitration under the Arbitration Rules of Istanbul Arbitration Center (ISTAC), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. Each Party shall appoint one arbitrator and the third arbitrator, who shall act as chairman of the tribunal, shall be nominated by the two arbitrators nominated by or on behalf of the Parties. If a third arbitrator is not nominated within 30 days of the date of nomination of the later of the both Party-nominated arbitrators, it shall be chosen by the ISTAC. The seat, or legal place, of arbitration shall be Istanbul, Türkiye. The language to be used in the arbitral proceedings shall be Turkish. This clause shall survive termination of this Agreement.

For non-Turkish customers:

This Agreement shall be governed by and construed in accordance with the substantive law of English law. Any disputes in relation to the interpretation and execution of this Agreement shall be referred to arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. Each Party shall appoint one arbitrator and the third arbitrator, who shall act as chairman of the tribunal, shall be nominated by the two arbitrators nominated by or on behalf of the Parties. If a third arbitrator is not nominated within 30 days of the date of nomination of the later of the both Party-nominated arbitrators, it shall be chosen by the LCIA. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English. This clause shall survive termination of this Agreement.

**10. Contact Information:**

10.1 For any inquiries or concerns regarding this Agreement, please contact SEDS at [info@senkron.energy](mailto:info@senkron.energy).