

END USER LICENSE AGREEMENT

Ensol Management Interface (EMI)/Remote Monitoring System (RMS) Firmware

This End User License Agreement (the “Agreement” or “EULA”) is a legal agreement between Ensol Systems Inc., a British Columbia company with a principal place of business at 19131 33 Avenue, Surrey, BC, V3Z 1A1 (“Ensol”, “we”, “us”, or “our”), and the individual or entity that installs, accesses, or uses the Firmware or a Device on which the Firmware is installed (“you”, “your”, or “Licensee”). If you accept this Agreement on behalf of an entity, you represent that you have authority to bind that entity, and “you” refers to that entity.

BY INSTALLING, ACCESSING, OR USING THE FIRMWARE OR A DEVICE CONTAINING THE FIRMWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, ACCESS, OR USE THE FIRMWARE OR THE DEVICE.

1. DEFINITIONS

1.1 **“Device”** means an Ensol hardware circuit board, including without limitation the Ensol Management Interface (EMI) series (e.g., EMI-100v3) and the legacy Remote Monitoring System (RMS) series (e.g., RMS-100, RMS-100v2, RMS-200, RMS-300), designed and supplied by or on behalf of Ensol.

1.2 **“Firmware”** means the Ensol proprietary software, in object or compiled form, that is pre-installed on or supplied for a Device, including the customized Linux-based operating environment, Ensol’s sensor-communication and control software, the web configuration and status interface, the application programming interface (API), and any Updates thereto, together with any associated Documentation. The Firmware does not include User Applications or Open Source Components (each as defined below).

1.3 **“Documentation”** means the user manuals, technical specifications, and other materials provided by Ensol that describe the installation, operation, or use of the Firmware or Device.

1.4 **“Updates”** means any bug fixes, patches, updates, upgrades, or new versions of the Firmware that Ensol makes available and designates for use on a particular Device series, whether as a full image file (clean install) or an in-place upgrade, including an upgrade from RMS-branded Firmware to EMI-branded Firmware on the same Compatible Device.

1.5 **“Compatible Device”** means a Device of a series that Ensol designates in the Documentation, or otherwise in writing, as compatible with the applicable version of the Firmware. For clarity, Devices of a new hardware generation (for example, the EMIV4 series) are supplied with their own Firmware and are not Compatible Devices for Firmware designed for earlier series (for example, the RMS-100v2 and EMI-100v3 series), and Devices of earlier series are not Compatible Devices for Firmware designed for a new hardware generation.

1.6 **“Uni Platform”** means Ensol’s optional, separately-provided cloud-based centralized monitoring and asset-management platform, access to which is governed by a separate subscription agreement and not by this EULA.

1.7 **“User Application”** means an applet, script, or program (for example, in Python or Java) that you or an authorized user independently develop and run alongside the Firmware on the Device, and that does not modify, incorporate, or interfere with the Firmware.

1.8 **“Open Source Components”** means third-party software incorporated into or distributed with the Firmware that is licensed under open source or free software license terms, including components of the Buildroot Linux environment and associated libraries.

1.9 **“Integrator”** means a Licensee that incorporates the Device (with the Firmware) into the Licensee’s own product and resells or distributes it to End Users.

1.10 **“End User”** means a customer of an Integrator to whom a Device containing the Firmware is supplied as part of, or as an accessory to, the Integrator’s product.

1.11 **“Ensol Marks”** means the “Ensol”, “EMI”, “Ensol Management Interface”, “RMS”, “Remote Monitoring System”, and related names, logos, and branding used in connection with the Firmware or Device.

1.12 **“Confidential Information”** means the Firmware (including its object code, internal design, structure, and sensor-communication methods), the Documentation, and any other non-public information of Ensol disclosed to or accessible by you in connection with this Agreement.

1.13 **“High-Risk Use”** means any use in which the failure or malfunction of the Firmware or Device could reasonably be expected to lead to death, personal injury, or severe physical, property, or environmental damage, including use in or with life-support systems, emergency response, or the operation of critical infrastructure.

2. LICENSE GRANT

2.1 **Grant.** Subject to your compliance with this Agreement, Ensol grants you a non-exclusive, non-transferable (except as expressly permitted in Section 3), perpetual license to use the Firmware in object/compiled form solely as installed on the Device on which it was supplied or as otherwise expressly permitted under Sections 2.2 and 2.6, for your internal business purposes and for the intended monitoring, control, and data-logging functions of that Device.

2.2 **Perpetual, Device-Locked License.** The Firmware is licensed, not sold. Your license is perpetual with respect to the version of the Firmware supplied with your Device and any Updates you lawfully install on that Device, and will continue for so long as you use that Device, unless terminated under Section 18. The Firmware may be used only on a Compatible Device designed and supplied by or on behalf of Ensol. Except as expressly permitted in this Section 2.2 and in Section 2.6, the Firmware is not transferable to any other Device. You may reinstall the Firmware (including from your backup copy) on a single replacement Device supplied by or on behalf of Ensol that is a Compatible Device (for example, from an RMS-100v2 board to an EMI-100v3 board), provided that (a) the replacement Device replaces the original Device, (b) the Firmware is used on only one Device at any given time under this sentence, and (c) you cease all use of the Firmware on, and remove it from, the original Device. Any such replacement Device remains subject to this Agreement.

2.3 **Successor IP; Legacy Boards.** Ensol is the successor-in-interest to the intellectual property in the Firmware acquired from Ethertek Circuits, and the Firmware previously branded under the RMS name is now supplied and branded under the EMI name. Firmware supplied by Ensol for legacy RMS boards, including EMI-branded Firmware supplied as an Update for an RMS board that is a Compatible Device, is licensed under this Agreement regardless of the name under which the Device was originally acquired. Nothing in this Section 2.3 permits the Firmware to be installed on a Device that is not a Compatible Device.

2.4 **User Applications.** You may develop, install, and run User Applications on the Device, provided that such User Applications do not modify, adapt, reverse engineer, incorporate, or interfere with the Firmware. As between you and Ensol, you retain all rights you hold in your User Applications. Ensol has no responsibility or liability for any User Application.

2.5 **Updates and Support.** Ensol may, at its discretion, make certain Updates generally available at no charge, but Ensol has no obligation to provide, or to continue providing, any Updates, support, or maintenance. Access to certain Updates (including the latest releases or Updates specific to your application) and to any support or maintenance services may be offered only under a separate written agreement with Ensol, and is governed by the terms of that agreement. If you do not have, or cease to have, access to particular Updates, the version of the Firmware then installed on your Device will not cease to function and you may continue to use it subject to this Agreement. Updates may be installed only on the Compatible Devices for which Ensol designates them. Updates are downloaded and applied by you; Ensol does not push or auto-install Updates.

2.6 **Configuration Images.** You may create an image of the Firmware as installed and configured on a Device using the configuration tools provided by Ensol (a “**Configuration Image**”), and copy that Configuration Image onto other Compatible Devices that you have lawfully acquired from or on behalf of Ensol, each of which is supplied with its own licensed copy of the Firmware, solely to configure those Devices for your deployment or production. Each Device onto which a Configuration Image is copied is separately licensed under this Agreement. You may not copy, install, or run a Configuration Image, or any other copy of the Firmware, on any hardware that is not a Device supplied by or on behalf of Ensol (including any third-party single-board computer, such as a Raspberry Pi) or in any emulated or virtualized environment. Each Configuration Image is Confidential Information of Ensol, and the Firmware within it remains subject to Section 5.

3. INTEGRATORS AND DOWNSTREAM TRANSFER (EMBEDDED/OEM USE)

3.1 **Integrator License.** Subject to Section 3.2, you may transfer the Firmware solely as pre-installed on the Device and solely as part of your product supplied to an End User.

3.2 **Pass-Through Conditions.** Any transfer permitted under Section 3.1 is conditioned on each of the following:

- (a) you do not receive any separate right to the Firmware source code and you transfer the Firmware only in its object/compiled form as installed on the Device (including as configured using a Configuration Image under Section 2.6);
- (b) you bind each End User to end user license terms that are no less protective of Ensol and its Firmware than this Agreement, including the restrictions in Section 4, the ownership provisions in Section 5, the confidentiality provisions in Section 7, the Open Source terms in Section 8, and the export terms in Section 14 (whether by flow-through of this EULA, a click-through, or shrink-wrap terms accepted before use);
- (c) you do not make any representation or warranty on Ensol’s behalf; and

- (d) you remain responsible to Ensol for any act or omission of an End User that would constitute a breach of this Agreement if committed by you.

3.3 **No Other Sublicensing.** Except as expressly permitted in this Section 3, you may not sublicense, sell, rent, lease, assign, or otherwise transfer the Firmware or your rights under this Agreement.

4. RESTRICTIONS

4.1 You will not, and will not permit or authorize any third party to:

- (a) copy the Firmware, except (i) a single copy solely for backup or archival purposes and (ii) Configuration Images as permitted under Section 2.6;
- (b) modify, adapt, translate, or create derivative works of the Firmware;
- (c) reverse engineer, decompile, decrypt, disassemble, or otherwise attempt to derive the source code, underlying ideas, or algorithms of the Firmware, or do anything that would reveal, generate, or reconstruct the source code of the Firmware, except to the limited extent this restriction is expressly prohibited by applicable law and, in that case, only after providing Ensol prior written notice and an opportunity to provide the information needed to achieve interoperability;
- (d) sell, sublicense, rent, lease, distribute, or otherwise transfer or make available the Firmware to any third party, except as expressly permitted under Section 3;
- (e) remove, alter, or obscure any proprietary notices, product identification, or marks on or in the Firmware, Device, or Documentation;
- (f) use the Firmware to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, or functions of the Firmware, or (iii) copy any ideas, features, or functions of the Firmware;

- (g) defeat, circumvent, or disable any security, licensing, or protection mechanism in the Firmware or Device; or
- (h) install, run, or use the Firmware, or any copy or Configuration Image of it, on any hardware other than a Device supplied by or on behalf of Ensol, or in any emulated or virtualized environment.

4.2 Violation of any restriction in this Section 4 is a material breach of this Agreement. Ensol may, in addition to its other remedies, suspend, disable or withhold access to Updates, support, Documentation, or any other materials or services provided by Ensol where it reasonably determines that unauthorized use threatens the integrity or security of the Firmware.

5. OWNERSHIP AND INTELLECTUAL PROPERTY

5.1 The Firmware is licensed, not sold. Ensol and its licensors own and retain all right, title, and interest in and to the Firmware, the Documentation, and all intellectual property rights therein, including all copyrights, patents, trade secrets, trademarks, and the specific internal design, structure, and sensor-communication methods embodied in the Firmware. No title or ownership is transferred to you.

5.2 You are granted only the limited rights expressly set out in this Agreement. All rights not expressly granted are reserved to Ensol.

5.3 **Feedback.** If you provide Ensol with suggestions, comments, or other feedback regarding the Firmware, you grant Ensol an irrevocable, non-exclusive, perpetual, royalty-free, worldwide, transferable license, with the right to sublicense, to use and exploit such feedback for any purpose without obligation to you.

6. TRADEMARKS

6.1 The Ensol Marks are the property of Ensol. You acquire no right, title, or interest in the Ensol Marks. You may use the Ensol Marks solely to identify the genuine Firmware and Device as supplied by Ensol, and you will not use, register, or adopt any mark confusingly similar to the Ensol Marks or otherwise use the Ensol Marks in a manner that could dilute or damage them. All goodwill arising from use of the Ensol Marks inures to Ensol.

7. CONFIDENTIALITY

7.1 You acknowledge that the Confidential Information constitutes valuable trade secrets and proprietary information of Ensol. You will (a) protect the Confidential Information using at least the same degree of care you use to protect your own confidential information of like importance, and in no event less than a reasonable degree of care; (b) not use the Confidential Information except as necessary to exercise your rights under this Agreement; and (c) not disclose the Confidential Information to any third party except to your personnel or authorized End Users who have a need to know and who are bound by confidentiality obligations no less protective than this Section 7.

7.2 The obligations in this Section 7 do not apply to information that is or becomes publicly available through no fault of yours, or that you can demonstrate was lawfully known to you without restriction before disclosure. The Firmware's status as a trade secret survives termination for so long as it remains a trade secret under applicable law.

8. OPEN SOURCE COMPONENTS

8.1 The Firmware incorporates Open Source Components, including components of the Buildroot Linux environment and associated libraries (for example, Python and Java runtime libraries). Open Source Components are licensed to you under the terms of their respective open source licenses, and, to the extent those license terms conflict with this Agreement, the open source license terms govern solely with respect to the applicable Open Source Component.

8.2 A listing of the Open Source Components and their applicable licenses is available in the Documentation or upon written request to Ensol. Ensol makes no warranty with respect to Open Source Components, which are provided “AS IS.”

9. DATA

9.1 The Firmware and Device may collect and store operational and diagnostic metrics locally on the Device (for example, battery voltage readings and other sensor data points over time) and may make such metrics available through the API. The Firmware does not collect, transmit, or store personal information or user data. You are solely responsible for any data you extract from the Device and any use you make of it.

10. THIRD-PARTY APPLICATIONS AND API

10.1 The Firmware exposes an API that allows you to connect your own or third-party applications to the Device to retrieve data or interact with permitted functions. Any third-party application is your responsibility. Ensol does not warrant the compatibility, availability, or performance of any third-party application with the Firmware or API, and is not responsible for any third-party application or your use of it.

10.2 You may not use the API or any third-party application to circumvent the restrictions in Section 4 or the protections in Section 7, or to access non-licensed functionality of the Firmware.

11. HIGH-RISK USE

11.1 The Firmware and Device are designed for monitoring and control functions and are not designed, intended, or authorized for High-Risk Use. You will not use, and will not permit the use of, the Firmware or Device in any High-Risk Use without independent, redundant safety and fail-safe systems that do not depend on the Firmware or Device.

11.2 You assume all risk arising from any High-Risk Use or from your deployment of the Firmware or Device in power systems or other applications requiring monitoring and control, and you will indemnify the Indemnitees for any resulting claims in accordance with Section 15. Ensol disclaims all liability arising from any High-Risk Use.

12. WARRANTY AND DISCLAIMER

12.1 **Limited Warranty.** Ensol warrants that, for a period of one (1) year from delivery of the Device, the Firmware will perform substantially in accordance with the Documentation under normal use. Ensol’s sole obligation, and your exclusive remedy, for breach of this warranty is, at Ensol’s option, to repair or replace the Firmware or to refund the applicable amount paid for the Device.

12.2 **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 12.1, THE FIRMWARE AND DOCUMENTATION ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” WITHOUT WARRANTY OF ANY KIND, AND ENSOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ENSOL DOES NOT WARRANT THAT THE FIRMWARE WILL BE ERROR-FREE OR UNINTERRUPTED. USER APPLICATIONS, THIRD-PARTY APPLICATIONS, AND OPEN SOURCE COMPONENTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.

13. COMPLIANCE WITH LAWS

13.1 You will comply with all applicable laws, regulations, and third-party rights in connection with your acquisition, use, and (if applicable) distribution of the Firmware and Device, including the export and sanctions laws addressed in Section 14. This Section 13 is in addition to, and does not limit, your obligations under any other provision of this Agreement.

14. EXPORT COMPLIANCE

14.1 **Compliance Covenant.** You acknowledge that the Firmware and Device may be subject to export control and economic sanctions laws, including the export control and sanctions laws of Canada (including the *Export and Import Permits Act* and regulations thereunder) and, where applicable, the export control and sanctions laws of the United States, Australia, and other jurisdictions. You will comply with all such applicable laws.

14.2 **Restrictions.** You will not, directly or indirectly, export, re-export, transfer, or make available the Firmware or Device: (a) to any country, region, entity, or individual subject to applicable embargoes or sanctions; (b) to any person or entity on an applicable restricted, denied, or sanctioned party list; or (c) for any prohibited end-use, including any use in connection with nuclear, chemical, or biological weapons or missile technology. You will obtain any export or import permits, licenses, or authorizations required for your use, export, or transfer of the Firmware or Device.

14.3 **Downstream Screening.** Any Integrator that transfers the Firmware or Device under Section 3 will, prior to transfer, screen the End User and destination against applicable restricted-party and embargoed-destination lists and will impose export-compliance obligations on the End User no less protective than this Section 14.

14.4 **No Classification Representation.** Ensol makes no representation that any particular export classification applies to, or that any export authorization is or is not required for, the Firmware or Device in any given transaction. Determining and obtaining any required authorization for a specific export or transfer is your responsibility.

15. INDEMNIFICATION

15.1 You will defend, indemnify, and hold harmless Ensol, its affiliates, and each of their respective directors, officers, employees, contractors, and agents (the “**Indemnitees**”) from and against all third-party claims, and all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) incurred by any Indemnatee, arising out of or relating to: (a) your or your authorized users’ use of the Firmware or Device; (b) any User Application or third-party application; (c) any High-Risk Use or deployment of the Firmware or Device; (d) your breach of this Agreement, including the restrictions in Section 4, the confidentiality obligations in Section 7, and the export obligations in Section 14; (e) your

incorporation, distribution, or resale of the Firmware or Device, including any claim by an End User; or (f) your violation of any applicable law or third-party right.

15.2 Ensol will promptly notify you of any claim for which it seeks indemnification, provided that failure to do so will not relieve you of your obligations except to the extent you are materially prejudiced.

16. LIMITATION OF LIABILITY

16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ENSOL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE FIRMWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENSOL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID FOR THE DEVICE GIVING RISE TO THE CLAIM.

16.3 The limitations in this Section 16 will not apply to liability that cannot be limited or excluded under applicable law.

17. ORDER OF PRECEDENCE

17.1 This Agreement governs your use of the Firmware. If you have purchased the Device under a separate purchase order or sale terms, this Agreement governs the Firmware license and, in the event of a conflict regarding the Firmware, this Agreement prevails over any conflicting terms in a purchase order or sale document, except an agreement signed by Ensol that expressly overrides this Agreement. Any pre-printed or conflicting terms in your purchase order relating to the Firmware license are of no effect.

18. TERM AND TERMINATION

18.1 This Agreement is effective on the date you first install, access, or use the Firmware or Device and, subject to this Section 18, continues perpetually.

18.2 This Agreement will terminate automatically, without notice, if you breach any provision of Section 3, 4, 6, 7, or 14. Ensol may terminate this Agreement upon thirty (30) days' written notice for any other material breach that remains uncured.

18.3 Upon termination, you will cease all use of the Firmware and destroy all copies in your possession or control (other than Firmware embedded in a Device lawfully held by an End User whose license remains in effect). Sections 4, 5, 6, 7, 9, 11, 12.2, 13, 14, 15, 16, 18.3, and 19 survive termination.

18.4 Ensol is entitled to seek injunctive relief for any actual or threatened breach of Section 4 (Restrictions) or Section 7 (Confidentiality), for which damages would be an inadequate remedy.

19. GENERAL

19.1 **Governing Law and Jurisdiction.** This Agreement, all disputes arising under it, and the legal relationship between the parties are governed by and construed in accordance with the laws

of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of laws rules. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of British Columbia sitting in Vancouver and agree to bring any action, litigation, or proceeding arising out of or relating to this Agreement only in those courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19.2 Changes to this Agreement. Ensol may present updated license terms with a new version of the Firmware or an Update. Your installation or use of that version or Update after such terms are presented constitutes your acceptance of them. Absent such acceptance, your existing installed Firmware remains governed by the version of this Agreement previously accepted.

19.3 Third-Party Beneficiaries. Ensol's licensors are intended third-party beneficiaries of the provisions of this Agreement that protect their intellectual property. Where an End User is licensed through flow-through terms under Section 3, Ensol is an intended third-party beneficiary of those terms and may enforce them directly.

19.4 Force Majeure. Ensol is not liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disasters, labour disputes, failures of suppliers or telecommunications, and governmental actions.

19.5 Entire Agreement. This Agreement is the entire agreement between the parties regarding the Firmware and supersedes all prior or contemporaneous understandings. Use of the Uni Platform is governed by a separate agreement.

19.6 Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary, or severed, and the remaining provisions will remain in full force.

19.7 No Waiver. No failure or delay in exercising any right operates as a waiver of that right.

19.8 Assignment. You may not assign this Agreement without Ensol's prior written consent, except as expressly permitted under Section 3. Ensol may assign this Agreement freely.

19.9 Notices. Notices must be in writing and delivered by hand, courier, or email. Notices to Ensol must be sent to Ensol Systems Inc., 19131 33 Avenue, Surrey, BC, V3Z 1A1, Attention: [Title], email: [email address], or such other address as Ensol may designate in writing. Notices to you may be sent to the address or email address provided in your purchase order or account with Ensol, or the most recent address known to Ensol. A notice is effective on receipt, and a notice sent by email is deemed received on the next business day after it is sent unless the sender receives a delivery failure notification.