



Licence agreement

Bliksund Crash Recovery System (CRS)

This licence agreement (“Agreement”) is a legal contract between you (“Licensee”) and Bliksund The Netherlands B.V., located and based on the Adam Smithweg 6, 1689 ZW, Zwaag, The Netherlands (“Licensor”).

CONSIDERING:

- Licensor has developed a software application under the name Crash Recovery System (CRS) that enables emergency response personnel to consult critical safety information for all vehicles equipped with airbags and/or hybrid drive systems;
- Licensee has placed an order with Licensor for the proper use of the application, associated database and functionalities;
- Parties acknowledge that the Software has been developed with appropriate expertise and best efforts. The database included in the Software contains only vehicle information that is demonstrably made available by the manufacturers of the vehicles concerned;
- However, Licensor does not verify or guarantee the accuracy or completeness of such third-party data;
- Licensee acknowledges that only through regular Updates can the Software continue to serve its intended purpose under this Agreement;
- The Parties agree that the terms of this licence are set out in this Agreement, and that the Agreement is deemed concluded upon installation or activation of the Software by the Licensee.

AGREED:

Article 1 Definitions

Agreement:

This licence agreement including all its appendices and amendments.

Computer Configuration:

The hardware and software environment required for proper functioning of the CRS. The applicable system requirements are published on Licensor’s website and shall be maintained during the term of this Agreement, subject to compatibility with updated versions of the operating system.

Documentation:

The user manual and any related materials provided by Licensor, included with the Software package, and forming an integral part of this Agreement.

Effective Date:

The date on which the Licensee installs, activates, or otherwise first uses the Software, thereby confirming its acceptance of this Agreement, or such other date as explicitly stated in the Purchase Order or in this Agreement.

Initial Term:

The initial subscription period of this Agreement as defined in Article 9.1.

Licence Fee:

The fee payable by Licensee to Licensor for the use of the Software, as described in Article 4 of this Agreement.

Licensor's GTC:

Has the meaning given to it in Article 2.2.

Purchase Order:

A written document issued by the Licensee and accepted in writing by the Licensor, which specifies the scope of the Licence granted under this Agreement, including but not limited to the number of users, authorised installations, geographical and/or organisational scope, subscription period and fees. Any terms and conditions stated in the Purchase Order that deviate from or supplement this Agreement shall have no effect unless explicitly accepted in writing by the Licensor.

Software:

The software application developed by Licensor under the name **Crash Recovery System (CRS)**, including all its components, associated databases, functionalities, Updates, and Documentation, as provided or made accessible under this Agreement.

Renewal Term:

Each successive subscription period following the Initial Term, for which this Agreement is automatically renewed in accordance with Article 9.2, unless otherwise agreed in writing between the Parties.

Update(s):

Any new version of the Software released by Licensor in which (i) errors have been fully or partially corrected, (ii) functionality has been changed or added, or (iii) the dataset has been expanded.

Article 2 Acceptance, Applicability and Scope of the Licence

- 2.1 By installing or otherwise activating the Software, the Licensee confirms that it has read, understood, and accepted the terms of this Agreement. Should the Licensee not agree to any of the terms, it shall refrain from installing or using the Software and shall immediately notify the Licensor or its designated distributor.
- 2.2 The applicability of any general or purchase terms and conditions of the Licensee is explicitly excluded. The general terms and conditions of the Licensor (the "Licensor's GTC") shall apply to this Agreement, insofar as this Agreement does not explicitly deviate from them. In the event of any conflict between this Agreement and the Licensor's GTC, the provisions of this Agreement shall prevail. The Licensee confirms that it has received, reviewed and agrees to the Licensor's GTC, which are available at: <https://blik Sund.com/terms-and-conditions>.

- 2.3 No reference by the Licensee to its own general or purchase terms and conditions, including in correspondence or on Purchase Orders, shall have any legal effect, even if made after the execution of this Agreement.
- 2.4 Licensor grants Licensee a non-exclusive, non-transferable right to use the Software and Documentation, which licence is accepted by Licensee. The Software may only be used on the Computer Configuration(s) agreed in writing between the parties. Where applicable, the licence includes access to Updates and to the license plate register of the relevant local road safety register, insofar as such access is included in the subscribed edition of the Software.
- 2.5 Licensee shall ensure that the Software is updated with the most recent Updates, as this is necessary for its correct and uninterrupted functioning. Updates shall be made available by Licensor either online or by direct delivery to Licensee.
- 2.6 The licence granted under this Agreement is limited to the Licensee and restricted to the number of authorised installations, users, and the geographical and organisational scope as explicitly agreed in writing between the Parties, for example in a jointly approved Purchase Order or an annex to this Agreement. Any such Purchase Order shall serve solely as a description of the applicable scope of use under this Agreement and shall not contain or incorporate any other terms or conditions.
- 2.7 For enterprise licence models, the number of users may be unlimited, provided this is expressly described and agreed upon in the Purchase Order. No rights under this Agreement shall extend to other legal entities, affiliates, departments, or regions unless explicitly included in the agreed scope.

Article 3 Confidentiality

- 3.1 Licensee shall take all reasonable measures to ensure that the Software or information related to the Software is not disclosed to third parties. This obligation does not apply to information that Licensee can demonstrate was already publicly available through no breach of this Agreement.
- 3.2 Licensor may, for marketing or sales purposes, refer to Licensee as a client, but only after having obtained Licensee's prior written consent (including by email). Licensor may also request Licensee's cooperation on a case-by-case basis in providing non-confidential reference information to potential clients, subject to Licensee's explicit agreement.

Article 4 Price and payment

- 4.1 Upon execution/acceptance of this Agreement, and for any subsequent subscription period, Licensor (or its authorised distributor) shall invoice Licensee for the agreed annual License Fee as specified in the applicable Purchase Order or agreed annex or otherwise in writing.
- 4.2 Licensee shall pay all undisputed invoices within the agreed payment term. Any dispute regarding an invoice must be notified to Licensor (or its authorised distributor) in writing within seven (7) calendar days of the invoice date.
- 4.3 During the subscription period, Licensor will provide regular Updates helpdesk support via phone or e-mail during regular office hours (CET).
- 4.4 All fees are exclusive of VAT, which shall be borne by Licensee.

- 4.5 Licensee shall not be entitled to suspend any payment or apply set-off, except where Licensor is in material breach of its obligations under this Agreement.
- 4.6 The Licence Fee for each Renewal Term shall be adjusted annually in accordance with the percentage change in the Harmonised Index of Consumer Prices (HICP) for the European Union, as published by Eurostat. The adjustment shall be based on the most recently available annual index prior to the start of the relevant Renewal Term. The Licence Fee shall not be reduced in the event of a negative index.
- 4.7 Any termination of this Agreement shall not affect any payment obligations related to Software already made available prior to the effective date of termination or other rights and duties that have accrued prior to the effective date of termination.

Article 5 Terms of use

- 5.1 Licensee is permitted to use the Software and Documentation solely for its own internal business operations.
- 5.2 The licence granted under this Agreement is subject to the following restrictions. Licensee shall not:
- a. make the Software or Documentation available to any third party, or use it for the benefit of any third party, including other public or private entities not being Licensee;
 - b. modify, adapt or otherwise alter the Software or Documentation;
 - c. copy, reproduce or distribute the Software or Documentation, except for internal backup or archival purposes;
 - d. reverse engineer, decompile or disassemble the Software, except to the extent permitted by applicable law;
 - e. alter, extract or reconstruct the Software's underlying databases in any form;
 - f. remove or alter any copyright, trademark or proprietary notices contained in the Software or Documentation.
- 5.3 When installing the Software on Apple devices, Licensee shall comply with all applicable user requirements, technical specifications, and general terms and conditions imposed by Apple Inc., including those applicable to the Apple App Store.
- 5.4 Licensor shall be entitled to verify Licensee's compliance with this Agreement. If Licensor has reasonable grounds to suspect a breach, Licensee shall cooperate with such verification efforts, including granting access to relevant systems or premises at a mutually agreed time that does not unreasonably interfere with Licensee's operations.
- 5.5 Licensor shall bear its own costs and any reasonable costs incurred by Licensee in connection with such verification. If the verification reveals a material breach by Licensee, all costs related to the verification shall be borne by Licensee.

Article 6 Assignment

- 6.1 Licensee shall promptly notify Licensor in writing of any contemplated or actual merger, legal succession, transfer of business activities, or other change in ownership or control that may affect its legal identity or structure. Upon such notification, Licensor shall be entitled to assess the impact of such change and may, at its discretion, require additional safeguards, propose amendments to this Agreement, or decide to terminate the Agreement with effect from the next Renewal Term. This shall

not prejudice Licensor's right to withhold consent to a transfer under Article 6.2.

- 6.2 Licensee may not assign or transfer any of its rights or obligations under this Agreement to a third party, unless with the prior written consent of Licensor. Such consent may be made subject to reasonable conditions, including but not limited to the provision of adequate guarantees regarding the performance of this Agreement by the proposed transferee. Any attempted assignment or transfer without such consent shall be null and void.
- 6.3 Licensor may assign or transfer its rights and obligations under this Agreement to a third party without Licensee's prior consent, provided that Licensee is notified in advance. In such case, Licensee shall have the right to terminate this Agreement with effect from the end of the then-current subscription period, by giving written notice within one (1) month after such notification.

Article 7 Intellectual property rights

- 7.1 The intellectual property rights with regards to the Software and Documentation including copyrights, database rights and any other proprietary rights, are and shall remain the exclusive property of Licensor or its licensors. The Software may include data or materials originating from third parties, such as vehicle manufacturers, which are incorporated on the basis of publicly available sources or contractual arrangements. Such inclusion does not affect the ownership rights of Licensor or its licensors in the Software as a whole, nor does it grant Licensee any rights beyond those explicitly licensed under this Agreement.
- 7.2 Licensor shall indemnify Licensee against claims from third parties alleging that the use of the Software or the Documentation infringes their intellectual property rights, provided that:
- (i) Licensee promptly notifies Licensor in writing of any such claim; and
 - (ii) the claim does not relate to any modification made by Licensee or any use contrary to the terms of this Agreement.
- 7.3 The indemnity under Article 7.2 shall only apply if Licensee grants Licensor full control over the defence and any settlement negotiations, and provides all reasonable cooperation upon request.
- 7.4 In the event of a claim as referred to in Article 7.2, Licensor may, at its own discretion and cost, and subject to Licensee's prior written approval, choose to:
- (a) modify the Software or Documentation so as to eliminate the alleged infringement;
 - (b) replace the Software or Documentation with a functionally equivalent alternative; or
 - (c) terminate this Agreement with immediate effect and reimburse Licensee as follows:
 - (i) in case of a one-time Licence Fee: the depreciated value of the original Licence Fee, based on straight-line depreciation over five (5) years; or
 - (ii) in case of annually recurring licence fees: one (1) year's Licence Fee.
- 7.5 Licensor does not guarantee the accuracy, completeness, or continued availability of any third-party data included in the Software. Claims related to such third-party data shall not fall within the scope of the indemnity in this Article 7.

Article 8 Liability

- 8.1 Licensor shall only be liable for damages if such damages result directly from a demonstrable and reproducible defect in the Software that constitutes an attributable failure in the performance of this Agreement.

- 8.2 Licensor's total liability under or in connection with this Agreement, regardless of the legal ground, shall at all times be limited to the amount of the Licence Fee paid by Licensee for the contract year in which the damage occurred.
- 8.3 Licensee shall follow all instructions and guidelines as set out in the Documentation. Any use of the Software that deviates from such instructions, or failure to implement them in the prescribed order, shall preclude any liability of Licensor.
- 8.4 Licensor shall not be liable for any damage resulting from the absence of the latest available Updates, if the damage can reasonably be linked to such absence.
- 8.5 Any claim for damages shall be void if not submitted in writing within one (1) year after Licensee became or reasonably should have become aware of the event giving rise to the claim.
- 8.6 The Software may include data or diagrams obtained from third-party sources such as vehicle manufacturers. While Licensor makes reasonable efforts to ensure the quality and relevance of such information, interim changes or incorrect selections may result in inaccuracies. Licensor shall not be liable for any damage (physical or material) arising from such causes.
- 8.7 Licensor shall not be liable for any damage resulting from errors, omissions, or unavailability of any third-party data included in the Software, regardless of whether such data is processed or displayed by the Software. This exclusion applies irrespective of the legal basis invoked.

Article 9 Term, and Termination

- 9.1 This Agreement shall enter into force on the Effective Date and shall remain in effect for a minimum initial term of twelve (12) months (the "Initial Term"), which shall not be subject to early termination by the Licensee. Any deviation from the Initial Term must be explicitly agreed in writing between the Parties (e.g. in the Purchase Order or an annex). Any such agreed Initial Term shall determine the applicable renewal and notice periods under Article 9.2.
- 9.2 Unless otherwise agreed, this Agreement shall be renewed automatically for successive terms equal to the Initial Term, unless either Party provides written notice of non-renewal within the applicable notice period:
- (a) at least one (1) month prior to the end of the Initial Term or any Renewal Term where the Initial Term is one (1) year;
 - (b) at least three (3) months prior where the Initial Term is three (3) years;
 - (c) at least six (6) months prior where the Initial Term is five (5) years.
- 9.3 Each Party may terminate/rescind this Agreement, in whole or in part, with immediate effect if the other Party materially breaches its obligations under this Agreement and fails to cure such breach within a reasonable period following a written notice of default that describes the breach in reasonable detail.
- 9.4 If the Agreement has been entered into for an indefinite period, either Party may terminate it by written notice, following prior consultation and with a statement of reasons. In the absence of an agreed notice period, a six (6) month notice period shall apply. No damages shall be due for termination under this clause.
- 9.5 In deviation from statutory provisions, Licensee shall only be entitled to terminate or rescind this Agreement in the cases expressly provided for in this Agreement. Licensee expressly waives any

termination rights based on Sections 6:265 through 6:272 of the Dutch Civil Code, except to the extent such waiver would violate mandatory law.

- 9.6 Either Party may terminate this Agreement, in whole or in part, with immediate effect and without notice of default if the other Party is granted suspension of payments (provisional or otherwise), is declared bankrupt, is dissolved, or otherwise ceases business operations for reasons unrelated to a business restructuring or merger.
- 9.7 In the event of termination under Article 9.6, Licensor shall not be required to refund any payments already received and shall not be liable for any damages. In the event of Licensee's liquidation, the right to use the Software shall lapse by operation of law.
- 9.8 If, at the time of termination under this Article, the Licensee has already received services or deliverables, such performance and related payment obligations shall not be reversed, unless Licensee proves that Licensor was in default with respect to that specific performance.

Article 10 Other provisions

- 10.1 The Articles 3 (Confidentiality), 7 (Intellectual property), 8 (Liability), 11 (Dispute settlement) and 12 (Applicable law) remain in force by their nature after termination or dissolution of this Agreement.
- 10.2 If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force. The Parties shall replace the invalid or unenforceable provision with a provision that reflects the original intent as closely as possible in a lawful manner.
- 10.3 Any legally relevant notices under this Agreement must be in writing and may be delivered by email. The Parties shall timely provide each other with all information reasonably necessary for the performance of this Agreement.
- 10.4 Any oral undertakings or agreements shall have no legal effect unless confirmed in writing by both Parties, notwithstanding any conflicting provision in Article 1.5 of Licensor's GTC.
- 10.5 The failure to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy, nor shall it prevent its future exercise.
- 10.6 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if and to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, labour strikes, pandemics, government measures, internet outages, or failures in third-party infrastructure.
- 10.7 This Agreement including Licensor's GTC, including its annexes and any accepted Purchase Orders, constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, proposals, or understandings relating to its subject matter. No other documents, representations, or marketing materials shall have any legal effect, unless expressly incorporated into this Agreement in writing.

Article 11 Dispute settlement

The Parties shall use their best efforts to resolve any disputes arising out of or in connection with this Agreement through amicable negotiations within a reasonable period. If no amicable resolution is reached, any dispute arising out of or in connection with this Agreement, including disputes regarding its

existence, validity or termination, shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.

Article 12 Applicable law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed exclusively by Dutch law, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).