ALFEN FIRMWARE TERMS AND CONDITIONS

1. Firmware Terms

1.1 These are the Alfen firmware terms and conditions ('**Firmware Terms**') for the use of the Alfen (i) energy storage systems or (ii) electric vehicle charging equipment ('**Products**') and the firmware of Alfen on the Product ('**Firmware**'). By using the Products, you accept these Firmware Terms, and you ("**User**") agree to adhere to these Firmware Terms.

1.2 Upon first use of the Products, Alfen grants you a limited, personal, worldwide, non-exclusive, non-sub licensable, revocable license of use for the Firmware in order to use the Firmware in accordance with these Firmware Terms. You may use the Firmware exclusively as far as necessary for the normal use of the Product. For the avoidance of doubt, the Firmware is licensed and not sold to you.

2. Firmware updates

2.1 Alfen may (proactively) update the Firmware if and whenever Alfen wishes to do so. If Alfen is able to perform the update remotely, Alfen may do so. Alfen however does not have any obligation to update the Firmware on site for free, nor shall Alfen have any obligation to provide any updates, upgrades, bug fixes or any other changes.

2.2 If the User nevertheless elects to remain using the previous firmware version, Alfen does not guarantee the resolution of any problems or issues that may arise or have occurred as a result of the previous version.
2.3 These Firmware Terms apply to any new versions, new releases, updates and upgrades of the Firmware as well, unless explicitly communicated otherwise by Alfen.

3. Rights and obligations

3.1 You may not (i) copy, frame or mirror (any part or content of) the Firmware, (ii) reverse engineer the Firmware, or (iii) access or use the Firmware in order to create any competitive products or to copy any features of the Firmware, unless in case of a sale of the Product, in which case the Firmware will transfer by virtue of law as a part of the Product.

3.2 You may not do anything which may directly or indirectly interfere with or disrupt the Firmware or the servers or networks connected to the Firmware.

3.3 Customer shall be responsible for access to the Product. Alfen shall not be responsible for damage or loss caused by unauthorized access to the Product. In order to use the Firmware, Customer must sign in the first time using the default password provided by Alfen. Customer shall apply a unique password during installation and change the passwords regularly in order to prevent unauthorized access.

4. No warranties

4.1 Alfen provides the Firmware 'as is'. Alfen uses reasonable endeavours to keep the Firmware available, but does not provide any warranty or guarantee whatsoever in relation to the Firmware. Alfen does not warrant that the use of the Firmware is uninterrupted or error-free nor that any defects will be corrected.

4.2 Alfen reserves the right to modify features or functions of the Firmware. This could result in the Firmware being temporarily unavailable in whole or in part. Other circumstances – for instance force majeure situations – may also result in the Firmware being temporarily unavailable. Alfen cannot be held responsible or liable for the consequences of any interruptions of the Firmware.

4.3 Alfen uses reasonable endeavors to prevent unauthorized parties from accessing the Firmware, but Alfen cannot guarantee that data transmission will not occur because of unlawful interception.

5. Intellectual property

5.1 All background knowledge and intellectual property rights with respect to the Firmware are held exclusively by Alfen or its licensors. You only acquire a limited right of use as described in Clause 1.1. All techniques and processes used or developed by Alfen and incorporated in the Firmware are the property of Alfen or its licensors and will not be made available to you.

6. Privacy

6.1 Under the European General Data Protection Regulation, Alfen qualifies as a controller in relation to any personally identifiable information you provide to Alfen by using the Firmware and Alfen's privacy statement, available on https://alfen.com/en/privacy-policy-clients-website-visitors-and-cookie-policy-website-visitors, is applicable in relation to such personally identifiable information.

7. Liability

7.1 You acknowledge that the use of the Firmware is at your sole risk. To the extent permitted by applicable mandatory law, Alfen's liability for any costs and/or damages, indemnifications and/or negative consequences, by virtue of or in connection with these Firmware Terms, the Firmware, including in any case the use or unavailability thereof, and the processing of personal data, is entirely excluded. Under no circumstances will Alfen be liable for any costs and/or damages and/or negative consequences caused by or in relation to loss of data, loss of business information, loss of profits, loss of revenues, loss of production, loss of agreements, damage and/or costs due to business interruption and other indirect or consequential damage.

8. Termination

8.1 Alfen reserves the right to temporarily or permanently deny access to the Firmware if you (i) violate any provision of these Firmware Terms, or (ii) if Alfen changes these Firmware Terms in accordance with Clause 9.1 and you do not wish to agree to these changed Firmware Terms.

9. General provisions

9.1 Alfen may make changes to these Firmware Terms from time to time. When changes are made, Alfen will make a new version of these Firmware Terms available to you, including a statement of the date on which the Firmware Terms were last updated.

9.2 The failure of, or any delay in, exercising any right or remedy under these Firmware Terms on the part of Alfen shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other remedy granted hereby or by any related document or by law.

9.3 If a provision of these Firmware Terms is held to be invalid or unenforceable, the remainder of that provision and all other provisions of these Firmware Terms will remain valid and enforceable to the fullest extent permitted by applicable law. The invalid or unenforceable provision will be replaced with a provision that approaches the intention of the invalid or unenforceable provision as close as possible, without it being itself invalid or unenforceable under applicable law.

10. Applicable law and dispute resolution

10.1 The use of the Firmware and these Firmware Terms and any dispute or claim arising out of or in connection therewith shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of law provisions.

10.2 All disputes arising out of or in connection with the use of the Firmware and these Firmware Terms shall be settled by the District Court 'Midden Nederland', location Almere, the Netherlands.