

Service Activation, Privacy Policy and End User License Agreement (“EULA”)

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE CONTINUING WITH THE INSTALLATION OF TOOLS, MOBILE APPLICATIONS AND/OR THE USE OF OTHER AURORA VISION® SERVICES

Thank you for choosing one of the products belonging to the cloud-based services offer Aurora Vision Plant Management Platform (the "Service"), developed Fimer SpA ("Fimer").

IN ORDER TO ACTIVATE AND USE THE SERVICE, YOU MUST ACCEPT THE TERMS AND CONDITIONS OF THIS SOFTWARE ACTIVATION AGREEMENT (THE "AGREEMENT") BY SELECTING "ACCEPT" AT THE END OF THIS DOCUMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE," AND YOU MAY NOT USE THE SERVICE.

By selecting the "Accept" button displayed as part of this registration process, you agree to all of the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, by your acceptance of these terms you also represent that you have the authority to bind such entity to this Agreement, and in such case the terms "you" or "your" will refer to such entity. If you do not have such authority, or if you do not agree with all of the terms and conditions of this Agreement, you must select the "Decline" button and you may not use the Service.

By accepting the terms of this agreement you acknowledge that the EULA is an agreement between you and Fimer, and not with any other entity such as Apple nor Google. Fimer is responsible for the Service or the licensed application, or content thereof. Fimer is responsible for the maintenance and/or support services with respect to the licensed application. If you are utilizing a 3rd party device using the iOS or Android operating system to receive or utilize any portion of the Service, you are also responsible for complying with the rules and regulations of use for the device manufacture, including device manufacture App Store Terms of Service as of the Effective Date (which you acknowledge you have had the opportunity to review).

In the event of any failure of the licensed application to conform to any applicable warranty, the end-user may notify Apple or Google, and Apple or Google will refund the purchase price for the licensed application, if any, to that end-user. To the maximum extent permitted by applicable law, Apple or Google will have no other warranty obligation with respect to the licensed application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will not be Apple's or Google's responsibility.

As part of the Service, Fimer will provide you with a browser interface, access and storage, or mobile apps. This Agreement includes all of the policies, procedures, and materials provided to you by Fimer with respect to the Service, including but not limited to Fimer's privacy, security, data ownership and data sharing policies, all of which are incorporated herein by reference.

By accepting this Agreement, you agree as follows:

1. Definitions

1.1 "**Content**" means the content of Fimer's website services, and any content provided to you by Fimer, including reports, information, documents, software, products and services that are made available to you by Fimer as part of the Service.

1.2 "**Customer Data**" means any data, information or material provided or submitted by you to the Service.

1.3 "**Effective Date**" means the date you begin using the Service.

1.4 "**Intellectual Property Rights**" means, collectively, patents, trade secrets, copyrights, moral rights, trademarks, service marks, trade names, domain name rights, mask work rights, knowhow and all other intellectual property rights and proprietary rights, all derivatives thereof, and all forms of protection of a similar nature worldwide.

1.5 "**Personal Information**" means any and all data (regardless of format) that (i) identifies or can be used to identify, contact or locate a natural person, or (ii) pertains in any way to an identified natural person.

1.6 "**Fimer,**" or the terms "us," "we," or "our" refer to Fimer SpA.

1.7 "**Technology**" means all of Fimer's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Fimer as part of providing the Service

1.8 "**Term**" means the contract term for which Fimer grants you access to the Service.

1.9 "**User**" or "you" refers to the individual, person, company or legal entity, or its employees, representatives, consultants, contractors or agents who are authorized to use the Service.

1.10 "**Aurora Vision Organization**" or "organization" refers to a company or legal entity.

1.11 "**Aurora Vision Standard API**" refers to an Aurora Vision API service that allows to access Aurora Vision data.

2. Privacy, Security, Data Access and Disclosure

2.1 **Policies.** You will abide at all times by the terms of the current privacy, security, and data sharing policies of Fimer all of which may be viewed at <https://www.fimer.com/terms-and-conditions> and <https://www.fimer.com/privacy-policy> and which are herein incorporated by reference. You also acknowledge and agree that Fimer may modify these policies in its sole discretion from time to time, with or without notice and such revision shall apply to this agreement when posted.

2.2 **Communications.** Because the Service is a hosted, online application, Fimer may need to notify Users of important announcements regarding the operation of the Service from time to time. You agree to receive and read such communications. You further agree that Fimer may send you marketing

and other non-critical Service related communications from time to time, and you hereby authorize such communication.

2.3 Data Protection. The parties agree that You shall be the data controller, who shall ensure compliance with the applicable data protection laws, in particular the lawfulness of the processing of personal data. Fimer shall be processing personal data on Your behalf in accordance with the Fimer Data Privacy Policy and shall ensure compliance only with regard to those obligations under applicable data protection laws that are specifically directed to processors and shall act according to Your lawful instructions. Fimer's personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Fimer may, and You agree that You will not withhold or delay Your consent if needed, to any changes to this data protection clause and/or to any additional data processing or data protection agreements which in the reasonable opinion of Fimer are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines from any competent supervisory authority, and their application to the services provided by Fimer from time to time.

2.4 Data Collection. You consent to Fimer's collection of certain data pertaining to your renewable energy system ("**System Data**"), and to our use of your internet access systems and/or mobile application to transmit such System Data to us. System Data will include information about your energy consumption, the performance and efficiency of your renewable energy system, environmental data such as weather conditions, and the IP address for your internet access.

2.5 Data Usage. You agree that Fimer and its parent and/or subsidiary corporations ("**Affiliates**"), may collect and use your Customer Data, System Data and other technical information gathered as a result of your purchase or use of a Fimer renewable energy system. Fimer may use such data for the following purposes: product development, support services, repair and/or maintenance, systems or product analysis. Fimer will not disclose, transmit or otherwise make available your System Data, Customer Data or other Personal Information to any third party unless: (a) it is required by Fimer to perform its obligations under this agreement; (b) the data is anonymized, de-identified or aggregated; (c) requested by government agencies such as public utilities to perform studies such as pilot programs to further improve public services such as distribution grid stability; (d) it is required by law (e.g., subpoena, warrant, etc.); or (e) you consent in writing.

2.6 For California Residents. Be advised that it is Fimer's Policy that we will not disclose your Personal Information to third parties for direct marketing purposes. Notwithstanding this Policy, if you are a California resident and have provided us with Personal Information, California law gives you the right to inquire about and, if applicable, receive from us, once per calendar year, information as to how we may have shared your Personal Information with third parties for their direct marketing purposes. Such information would include a list of names and addresses of all third parties with whom such information was shared during the prior calendar year as well as a list of the categories of Personal Information shared. To make such a request, please contact us at Fimer SpA, Via Tortona 25, 20144 Milano (MI), Italy.

California Business & Professions Code Section 22575(b) (as amended effective January 1, 2014) provides that California residents are entitled to know how Fimer responds to "Do Not Track" browser settings. Fimer does not "track" over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. Fimer does not allow third

parties to collect Personally Identifiable Information about the online activities of person's who visit the Fimer website, whether undertaken over time and/or across different websites.

3. License Grant.

Fimer hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide right to use the Service and the Aurora Vision Standard API service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted herein are reserved by Fimer and its licensors.

4. Guidelines and Restrictions

4.1 Prohibition of Use for Competitive Purposes. You may not access the Service if you are a direct competitor of Fimer, except with Fimer's prior written consent, which is not granted by this Agreement. You may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose.

4.2 Prohibition of Use for Safety Applications. You may not use the Service for life support and/or safety critical applications, or for applications in facilities where failures could result in harm to human health or safety, or threats to the environment.

4.3 Prohibition of Interference with Performance. You may not interfere with or disrupt the integrity or performance of the Service or the data contained therein. Specifically, you may not: (i) exceed Aurora Vision Standard API service Limit of 1,000 calls per Aurora Vision Standard API per 24-hour period (ii) exceed 5 concurrent Aurora Vision Standard API calls at any one time; (iii) exceed 1,000,000 calls per Aurora Vision Organization per 24-hour period. These limits are enforced against the aggregate of calls made by an organization in a 24-hour period for the Service. When an organization exceeds either Standard Service Limit described above, all user licenses in the organization may be temporarily blocked from making additional calls. User license calls will be blocked until enough time has passed for the organization's usage over the preceding 24 hours to drop below the Standard Service Limit. At that time, usage will be restored for all user licenses.

4.4 Other Prohibited Activities. Unless expressly permitted by the terms of a written agreement between you and Fimer, you may only use the Service for your internal business purposes, and you may not:

(i) License, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make available to any third party the Service or the Content in any way;

(ii) Restrict or inhibit any other User from using the Service or the Content;

(iii) Modify, reverse engineer, or make derivative works based upon the Service or the Content;

(iv) Create internet links to the Service or "frame" or "mirror" any Content on any other server or wireless or internet-based device;

- (v) Send or store material containing viruses, worms, Trojan horses or other harmful or malicious code, files, scripts, agents or programs;
- (vi) Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- (vii) Send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortuous material, including material harmful to children or which violates third party privacy rights; or
- (viii) Attempt to gain unauthorized access to the Service, or to any Fimer website that is accessible to you or other Users, or Fimer's related systems or networks, including by providing false identity information or impersonating another User.

4.5 Compliance. You are responsible for all activity occurring under your accounts, and you agree to abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You agree to notify Fimer immediately of any unauthorized use of any password or account or any other known suspected breach of security, and to immediately report to Fimer any known or suspected copying or distribution of Content, and to use reasonable efforts to stop such copying or distribution.

4.6 Breach. Any breach of this Section 4 may result in immediate termination or suspension of the Services.

5. Account Information and Data. Fimer does not own any Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Customer Data. Fimer shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data. If data loss or corruption occurs, Fimer will make commercially reasonable efforts to restore Customer Data from Fimer's backup systems, or to recapture Customer Data from field installations or backup systems. You agree to make reasonable efforts to back up Customer Data on a regular basis to avoid loss. If this Agreement is terminated for reasons other than your breach, Fimer will make available to you a file of the Customer Data within 60 days of termination, provided that you request such file in writing at the time of termination. Fimer reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, failure to make timely payments.

6. Intellectual Property Ownership. Fimer shall hold sole right, title and interest, including all related Intellectual Property Rights, in and to the Technology, the Content, and the Service, and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sales agreement and does not convey to you any rights of ownership in or related to the Service, the Technology, or the Intellectual Property Rights owned by Fimer. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the Service or the licensed application and you will not remove, obscure or alter Fimer's copyright notice, trademarks or other proprietary rights notices affixed to, contained within or accessed in conjunction with or by this Services or the licensed application. The Fimer logos, trade names, and product names associated with the Service are trademarks of Fimer and no right or license is granted to use them for any purpose whatsoever.

7. **Automatic Updates.** Fimer devices, including, but not limited to, data loggers and inverters, may periodically check with Fimer for updates to device firmware. If an update is available, the update may automatically download and install onto your device and, if applicable, your peripheral devices. By using the Fimer device, you agree that Fimer may download and install automatic updates onto your device and your peripheral devices.

8. Third Parties.

8.1 Third Party Interactions. During the Term, you may correspond with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors promoting their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between you and the applicable third party. Neither Fimer nor its Affiliates nor its or their licensors shall have any liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. Fimer does not endorse any websites that are linked through the Service, and provides these links to you only as a matter of convenience. In no event shall Fimer or its licensors be responsible for any content, products, or other materials on or available from such sites. Fimer provides the Service to you solely pursuant to the terms and conditions of this Agreement, and any terms or conditions provided by any third party shall not apply.

8.2 Third Party Product Integration. Third party providers of your data generating equipment, including your inverter system hardware, software, or services, may cease to operate or to interoperate properly with the Service. In such case, you will not receive the benefits of the Services for monitoring, collecting, reporting and displaying data generated by your renewable energy system and you will not be entitled to any refund, credit or other compensation from Fimer.

9. Fees and Payment.

9.1 Payment. You will pay all fees or charges in accordance with the fees, charges and billing terms in effect at the time any amount is due and payable. Payments must be made in advance unless otherwise mutually agreed upon in the applicable Order Form. All payment obligations are non-cancelable and all amounts paid are non-refundable. You are responsible for paying for all licenses ordered for the Term, whether or not such licenses are actively used.

9.2 Taxes. You will pay all sales, use, value added or other taxes, customs duties, excise, levy and other taxes on Services, other than taxes based on Fimer's income.

10. **Data Storage.** For current, fully paid Service accounts, Fimer will provide up to two (2) years of online data history in fifteen (15) minute increments, subject to the other provisions of this Agreement.

Older or more refined data sets may be available upon request. Data Storage may be extended or restricted based on specific Aurora Vision product policies or contractual agreements.

11. Term and Termination.

11.1 Term. The Term will expire on midnight of the last day for which the Service was paid as stated in the Order Form, unless sooner terminated in accordance with the provisions of this Agreement. The Term will automatically renew for successive periods of one (1) year each, unless either party elects

not to renew by providing written notice no less than 60 days prior to the expiration of the then-current Term.

11.2 Delinquent Payments. Fimer reserves the right to suspend or terminate the Agreement and your access to the Service if your account becomes delinquent. Delinquent invoices are subject to a processing fee of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is less, plus all expenses of collection. You will continue to be liable for all amounts due for user licenses during any period of suspension. Fimer reserves the right to impose a reconnection fee if your account is suspended and you thereafter request access to the Service. You acknowledge and agree that Fimer has no obligation to retain Customer Data, and that such Customer Data may be irretrievably deleted if your account is more than 30 days delinquent.

11.3 Termination for Cause. Either party may terminate this Agreement if the other party fails to cure a material breach within 30 days after written notice specifying the breach and demanding a cure. In addition to the foregoing, Fimer has the right to terminate your password, account, or use of the Service, if you breach any of Sections 4 or 8. If Fimer terminates this Agreement due to your breach of Section 4, you will not be entitled to any refund of any prepaid fees covering the remainder of the Term after the date of termination. Fimer may terminate a free account at any time in its sole discretion.

12. Representations and Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Fimer represents and warrants that it will provide the Service in a manner consistent with general industry standards and that the Service will perform substantially in accordance with the online Fimer help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service. Apple or Google are not responsible for addressing any claims by you or any third party relating to the Service or the licensed application, or your possession and/or use thereof, including but not limited to: (a) product liability claims; (b) any claim that the licensed application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

13. Indemnification. You will indemnify, defend and hold harmless Fimer and its Affiliates, their officers, directors, employees, shareholders, agents, successors and assigns (collectively, the "**Fimer Indemnitees**"), from and against any claim, demand, lawsuit, cause of action or loss of any nature whatsoever, suffered or incurred by any Fimer Indemnitee arising out of, or in connection with: (i) your conduct, including improper or illegal use of any data obtained using the Service; (ii) your alleged violation of the Privacy Policy and /or the EULA, or any law, rule or regulation; (iii) your misuse of the Service and or the licensed application by you, your affiliates, customers, or agents; (iv) use of any other hardware or software by you; or (v) your failure to update or install software or hardware patches recommended by your data generation equipment supplier or Fimer. Fimer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder, but doing so will not excuse your indemnity obligations.

14. Warranty Disclaimer. FIMER AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. FIMER AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE,

SOFTWARE, SYSTEM OR DATA; (II) THE SERVICE, OR ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE, WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (IV) ERRORS OR DEFECTS WILL BE CORRECTED; OR (V) THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN THE EVENT OF ANY FAILURE OF THE SERVICE OR THE LICENSED APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE OR GOOGLE, AND APPLE OR GOOGLE WILL REFUND THE PURCHASE PRICE, IF APPLICABLE, FOR THIS LICENSED APPLICATION TO YOU; AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE OR GOOGLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICE OR THE LICENSED APPLICATION.

15. Internet Access. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FIMER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. YOU ACKNOWLEDGE THAT IF A LAPSE OR FAILURE OF YOUR INTERNET ACCESS OCCURS, YOU MAY NOT RECEIVE THE BENEFITS OF THE SERVICES, AND IN SUCH CASE, YOU WILL NOT BE ENTITLED TO ANY REFUND, CREDIT OR OTHER COMPENSATION.

16. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU FOR THE SITE AND SERVICE GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT FOR CLAIMS ARISING FROM WRONGFUL USE OR DISCLOSURE OF INTELLECTUAL PROPERTY OR BREACH OF THE LICENSES GRANTED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

17. Local Laws and Export Control.

17.1 **Export Controls.** The Services incorporate software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury, and other U.S. agencies, and the export control regulations of the European Union. You acknowledge and agree that the Service shall not be used, and none of the Technology may be transferred or otherwise exported or re-exported to countries as to which the U.S. and/or the European Union

maintains an embargo or has designated as a “terrorist supporting” country (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

17.2 U.S. Export Regulations. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

17.3 Locations of Use. Neither Fimer nor any of its licensors makes any representation that the Service is appropriate or available for use outside the United States of America or the European Union. If you use the Service from outside the United States of America or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of Content contrary to applicable law is prohibited. Neither the Content, nor any data acquired through use of the Service, may be used for nuclear activities, chemical or biological weapons or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

18. Notices. Fimer may give written notice by means of a general notice on the Service, instant messaging to the number designated on your account, email to your email address on record in Fimer's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Fimer's account information. Such notice shall be deemed to have been given 48 hours after mailing or posting, or 12 hours after sending if sent by email. You may give notice to Fimer at any time at the following address: <https://www.fimer.com/contact/contact-us>.

Such notice shall be deemed given when received by Fimer.

19. Modification. Fimer may modify the terms and conditions of this Agreement or its policies incorporated by reference herein at any time. Any material changes shall take effect immediately for new users and upon the expiration of thirty (30) days after notification for current users. You are responsible for regularly reviewing this Agreement. You may review this agreement by logging into your Aurora Vision account at <https://www.auroravision.net/> and viewing the agreement in the user preferences menu option. If a subsequent version of this Agreement is unacceptable to you, this Agreement may be terminated by you as provided in Section 11 within thirty (30) days after notice of the change. If you continue to use the Service after said thirty (30) day notice period, you will be deemed to have accepted any modifications to this Agreement and any policy that is incorporated by reference into it.

20. Assignment. This Agreement may not be assigned by you without the prior written approval of Fimer, which approval will not be unreasonably withheld. Fimer may assign this Agreement without your consent to: (i) a parent, subsidiary, or affiliate of Fimer; (ii) an acquirer of all or substantially all of the assets of Fimer; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a competitor of Fimer directly or indirectly owning or controlling 50% or more of your ownership or

voting interests shall entitle Fimer to terminate this Agreement for cause immediately upon written notice. You must notify Fimer immediately in the event you make an assignment as set forth herein.

21. General.

21.1 This Agreement and performance hereunder shall be governed by, and construed in accordance with the substantive law of Italy excluding both its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980). Any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination or invalidity thereof, shall be finally settled by the courts of Milan, Italy. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

21.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes all prior or contemporaneous agreements or representations, written or oral.

21.3 Any provision of this Agreement which by its terms should reasonably be deemed to survive the expiration or termination of this Agreement shall so survive, including but not limited to Sections 6, 8 and 15.

21.4 If any provision of this Agreement is deemed to be invalid or unenforceable, such provision will be eliminated, or if possible, modified to make the provision enforceable and to affect the parties' original intent as closely as possible, and the remaining provisions shall remain in effect.

21.5 No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or your use of the Service.

21.6 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

21.7 Neither party will be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes that could not with reasonable diligence be controlled or prevented by such party, provided that the affected party notifies the other party of such cause or causes within one week of its occurrence.

21.8 Nothing in this Agreement is intended to confer any benefits on any person other than the parties or their respective successors or permitted assigns.

22. Questions or Additional Information. If you have questions regarding this Agreement or wish to obtain additional information, please [contact](https://www.fimer.com/contact/contact-us) us at <https://www.fimer.com/contact/contact-us>.