

END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is entered into and effective as of _____, 202_ ("Effective Date") by and between ElectraTherm, Inc. ("ElectraTherm") and the customer identified below ("You") using the ElectraTherm heat and pressure generator ("Product") and the controls software (including firmware) included in such Product ("Software"). This Agreement contains the terms and conditions that apply to any and all software and related documentation provided with the Product or later provided or installed by ElectraTherm or the (System Integrator) who sold you this Product. You are required to execute this Agreement prior to your use of the Product. By signing below, you agree to the terms and conditions of this Agreement.

IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE AND SHOULD RETURN THE PRODUCT AND THE SOFTWARE TO THE SYSTEM INTEGRATOR WHO SOLD YOU THE HARDWARE. IN SUCH EVENT, PLEASE CONTACT YOUR SYSTEM INTEGRATOR IMMEDIATELY.

1. Software License

Subject to and conditioned on the terms and conditions of this Agreement, ElectraTherm hereby grants you a limited, non-exclusive, non-transferable license (without the right to sub-license) during the term of this Agreement:

- To use the user guides and manuals for installation and use of the Product and Software ElectraTherm makes available to you ("Documentation") to support your authorized use of the Product and Software; and
- To use the Software solely for your own business operations solely on the designated Product in accordance with any limitations specified or referenced in this Agreement and the applicable Documentation.
- Copy or use the Software or Documentation, except to make one copy of the Documentation for backup purposes;
- Remove or modify any markings or any notice of ElectraTherm's proprietary rights from the Software, Documentation, or Product;
- Relicense, sublicense, rent, lease, act as a service bureau or provide subscription services or third party training for the Software;
- Permit any third party to, disassemble, decompile, or otherwise attempt to derive the source code of any Software, except to the extent expressly permitted by applicable law, and then only after you have notified ElectraTherm in writing of your intended activities; and
- Use the Software or Documentation except as expressly permitted.

You may not:



BY BITZER GROUP

2. Ownership. ELECTRATHERM WILL RETAIN ALL RIGHT, TITLE, AND INTEREST IN AND TO THE SOFTWARE DOCUMENTATION AND THE PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE, DOCUMENTATION, AND ANY DERIVATIVE WORKS THEREOF, SUBJECT ONLY TO THE LIMITED LICENSES SET FORTH IN THIS AGREEMENT. YOU DO NOT ACQUIRE ANY OWNERSHIP INTEREST OR OTHER RIGHTS, EXPRESS OR IMPLIED EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT

3. No Support. Contact your System Integrator if you require support. ElectraTherm has no obligation to provide support, maintenance, upgrades, modifications or new releases under this Agreement.

4. Upgrades; Recall. ElectraTherm may issue upgraded versions of the Software from time to time, including upgrades, updates, bug fixes or modified versions, and may upgrade the Software. ElectraTherm may provide such upgrades to you but is under no obligation to do so. You agree to install and use the most updated version of the Software made available to you by or for ElectraTherm. To the extent ElectraTherm reasonably believes your version of the Software poses a threat to health, safety or security (and as required or permitted by applicable law), ElectraTherm may provide an automatic or remote electronic upgrade or recall the Software. You will comply with all reasonable directions regarding such upgrade or recall. For upgrade or recall of the Software which requires on-site access by ElectraTherm or its representatives, as determined by ElectraTherm at its sole discretion, you will enable on-site access to ElectraTherm Product during normal business hours. Where practicable, ElectraTherm will provide three (3) days notice of any automatic, remote, or on-site upgrade or recall. You consent to such upgrading and recall and agree that this Agreement (as amended from time to time) will govern all upgraded versions of the Software.

5. Disclaimers; Exclusive Remedies
Disclaimer. ELECTRATHERM PROVIDES NO WARRANTIES DIRECTLY TO END USERS. TO THE EXTENT PERMITTED BY LAW, ELECTRATHERM DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. ELECTRATHERM NEITHER ASSUMES, NOT AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING OUT OF THE DELIVERY OR USE OF THE PRODUCTS

ElectraTherm does not warrant that the Software will operate in combination with hardware, software, systems, or data not provided by ElectraTherm or that the operation of the Software will be uninterrupted or error-free. ElectraTherm will have no obligation for breach of warranty caused by abuse, misuse, alteration, neglect, accidental damage of and/or unauthorized repair, modification, or installation of the Software.

6. Termination. This agreement is effective until terminated. ElectraTherm may terminate this agreement at any time upon your breach of any of the provisions hereof. Upon termination, you will cease all use of the Software and

Documentation and return any copies to ElectraTherm. Except for the license granted herein and as expressly provided herein, the terms of this agreement shall survive termination.

7. Disabling of Software. Should you remain in material breach of any provision of this Agreement or any other agreement with ElectraTherm after thirty (30) days notice to cure by ElectraTherm, ElectraTherm, at its option and to the extent permissible under applicable law, may remotely disable the Software (and you consent to such disabling) in addition to its other available remedies.

8. Limitation of Liability. IN NO EVENT WILL ELECTRATHERM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ELECTRATHERM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO LIABILITY FOR PERSONAL INJURY CAUSED BY A PRODUCT DEFECT FOR WHICH ELECTRATHERM IS RESPONSIBLE UNDER APPLICABLE LAW, ELECTRATHERM'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND ITS SUBJECT MATTER, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, SHALL NOT EXCEED \$100.

9. Miscellaneous. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this agreement. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage, or custom will be deemed to amend or modify this agreement. You may not assign this Agreement or your obligations or rights hereunder without the prior written consent of ElectraTherm. Any purported assignment, transfer, or delegation by you will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. You will comply fully with all relevant export laws and regulations of the United States, including without limitation the U.S. Export administration regulations. All disputes, claims or controversies will be settled by binding arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules and conducted in English by one neutral arbitrator appointed in accordance with such rules. The arbitration will take place in San Francisco, CA, U.S.A. The award rendered by the arbitrator will be final, binding and, except as permitted by applicable law, non-appealable. Judgment upon such award may be entered by any court of competent jurisdiction. You will notify ElectraTherm promptly of any unauthorized use of the Software.



BY BITZER GROUP

Notwithstanding the foregoing, the parties acknowledge that any misuse of ElectraTherm's confidential information or intellectual property rights will entitle ElectraTherm to appropriate equitable or injunctive relief in any court of competent jurisdiction in addition to whatever remedies it might have at law or otherwise. This Agreement is governed by the laws of California, without reference to its conflict of law provisions. To the extent that a dispute arises and arbitration as set forth above is not applicable, the parties agree that all matters concerning this Agreement will be determined by the federal or state courts of the State of California, U.S.A., and consent to jurisdiction of such courts and service of process by mail or other means of hard copy delivery, such as fax, is hereby granted by the parties. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

By signing below, I acknowledge my consent to the terms and conditions of this Agreement.

CUSTOMER

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____