END USER LICENSE AGREEMENT (EULA)

Effective Date: [Insert Date]

This End User License Agreement (the "Agreement") is a legally binding agreement between you ("Licensee") and GO TO-U INC ("Licensor"). By installing, accessing, or using the back-office software (the "Software"), you agree to comply with the terms of this Agreement. If you do not agree to these terms, do not install or use the Software.

1.   LICENSE GRANT

1.1.   **Software:** GO TO-U Back-office system for electric vehicle charging management and operations.

1.2.   **Grant of License**: Licensor grants the Licensee a non-exclusive, non-transferable, non-sublicensable license to install and use the Software solely for internal business purposes in accordance with this Agreement.

1.3.   **Scope of Use**: The Software may only be used by the Licensee's employees or authorized contractors in accordance with the terms specified in this Agreement.

2.   ACCOUNT SETUP AND PASSWORD CREATION

2.1.   **Invitation for Access**: Upon initial registration, Licensor will send an email invitation to the email address provided by the Licensee. The invitation will be valid for seventy-two (72) hours.

2.2.   **Password Setup**: Using the email invitation, the Licensee can set up their password and gain access to the Software. If the invitation expires, the Licensee must request a new invitation by contacting Licensor's support team.

2.3.   **Responsibility for Credentials**: The Licensee is solely responsible for safeguarding passwords and ensuring that only authorized users access the Software.

3.   **RESTRICTIONS AND LIABILITIES**

3.1.   **Restrictions.** The Licensee is strictly prohibited from directly or indirectly:

3.1.1.   Reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code, object code, underlying structure, ideas, know-how, or algorithms related to the Software.

3.1.2.   Modifying, translating, or creating derivative works based on the Software unless expressly permitted by the Licensor.

3.1.3.   Using the Software for time-sharing, service bureau purposes, or for the benefit of any third party.

3.1.4.   Removing any proprietary notices, labels, or branding included in the Software.

3.2.   **Export Restrictions.** The Licensee is not permitted to export, re-export, or remove the Software, or any related materials outside its jurisdiction without prior written consent from the Licensor. The Licensee is responsible for complying with all applicable export control laws and regulations.

3.3.   **Indemnification.** The Licensee agrees to indemnify and hold the Licensor harmless from any claims, damages, losses, liabilities, settlements, or expenses (including reasonable attorneys' fees) arising from:

3.3.1.   A breach of the restrictions outlined in this Agreement.

3.3.2.   Any misuse or unauthorized use of the Software by the Licensee or its agents.

The Licensor reserves the right to monitor the Licensee's use of the Software. The Licensor may suspend or terminate access to the Software if any violation is detected or alleged.

3.4.   **Licensee Responsibilities.** The Licensee is responsible for:

3.4.1.   Procuring and maintaining all necessary equipment, hardware, software, and internet services required to access and use the Software ("Equipment").

3.4.2.   Ensuring the security of the Equipment, Licensee accounts, and passwords.

3.4.3.   Managing all activity and use of the Software under its account, regardless of whether such use is authorized or unauthorized.

The Licensor shall not be liable for any issues arising from the Licensee's failure to secure its Equipment, account credentials, or associated systems.

4.   CONFIDENTIALITY AND USE OF INFORMATION

4.1.   **Confidentiality Obligations**. Each party (the "Receiving Party") acknowledges that the other party (the "Disclosing Party") may disclose proprietary, business, technical, or financial information related to the Disclosing Party's business (hereinafter referred to as "Proprietary Information"). Proprietary Information includes, but is not limited to:

●For the Licensor: non-public details about the features, functionality, and performance of the Software.

●For the Licensee: non-public data provided to the Licensor to enable the provision of the Services ("Licensee Data").

4.2. The Receiving Party agrees to:

4.2.1.   Take all reasonable precautions to protect the Proprietary Information.

4.2.2.   Use the Proprietary Information solely for the purposes of fulfilling obligations or exercising rights under this Agreement.

4.2.3.   Not disclose any Proprietary Information to any third party without prior written consent from the Disclosing Party, except as explicitly permitted under this Agreement.

4.3. The obligations under this section do not apply to information that:

4.3.1.   Becomes publicly available through no fault of the Receiving Party.

4.3.2.   Was already in the possession of the Receiving Party before receiving it from the Disclosing Party.

4.3.3.   Is lawfully disclosed to the Receiving Party by a third party without restriction.

4.3.4.   Is independently developed by the Receiving Party without reliance on the Disclosing Party's Proprietary Information.

4.3.5.   Is required to be disclosed by law, provided the Receiving Party notifies the Disclosing Party promptly and cooperates in seeking an appropriate protective order or equivalent remedy.

4.4. Confidentiality obligations under this Agreement shall survive for a period of five (5) years following disclosure of the Proprietary Information.

4.5.   **Proprietary Rights.** The Licensor retains all right, title, and interest in and to:

4.5.1.   The Software, including any improvements, enhancements, or modifications made to them.

4.5.2.   Any software, applications, inventions, or technologies developed in connection with the Services or related support.

4.5.3.   All intellectual property rights associated with the above.

4.6. No rights or licenses are granted to the Licensee except as expressly outlined in this Agreement.

4.7.   **Use of Information.** The Licensor reserves the right to collect, analyze, and use data and other information related to the provision, performance, and usage of the Software and Services, including but not limited to Licensee Data and data derived therefrom. The Licensor may:

4.7.1.   Use such data to improve and enhance the Services, develop new features, or for diagnostic and corrective purposes.

4.7.2.   Share or disclose such data in aggregate or de-identified form, provided it does not directly identify the Licensee or any individual user.

4.8.   **Licensee Consent for Operational Use.** By agreeing to this EULA, the Licensee grants the Licensor permission to:

4.8.1.   Operate and manage the charging station or related systems.

4.8.2.   Store, process, and transmit to third parties data regarding the charging station, its location and status, information on the volume of charging time when the Licensee provides paid charging services.

4.8.3.   Collect and process data related to the location, performance, and operational status of any systems or devices connected to the Software.

4.8.4.   Gather and transmit to third parties information on the volume of usage, provided services, or offered goods related to the Licensee's business, where relevant to the provision of the Services.

4.9. The Licensor agrees to handle such data in compliance with applicable data protection and privacy laws.

5. PAYMENT OF FEES

5.1. The Licensee agrees to pay all fees specified in the applicable order form ("Fees"). All Fees are non-refundable unless explicitly stated otherwise in this Agreement.

5.2. The Licensor reserves the right to modify Fees or introduce new fees with at least thirty (30) days' prior notice to the Licensee.

5.3. If the Licensee believes they were billed in error, they must notify the Licensor within sixty (60) days of the invoice date to receive a correction or credit.

6. TERM AND TERMINATION

6.1. This Agreement shall remain in effect for the Initial Term specified in the order form and will automatically renew for successive periods of equal duration (collectively, the "Term"), unless either party provides written notice of termination at least thirty (30) days prior to the end of the then-current term.

6.2. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party in the event of a material breach of any terms or conditions, provided such breach is not cured within the notice period. In cases of nonpayment, Licensor may terminate this Agreement immediately without prior notice.

6.3. Upon termination, all rights and licenses granted under this Agreement will cease. However, all provisions that by their nature should survive termination will remain in effect, including but not limited to accrued payment obligations, confidentiality provisions, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

7.1. Licensor will make reasonable efforts, in line with prevailing industry standards, to maintain the Software in a manner that minimizes errors and interruptions and will perform the implementation services professionally and in a workmanlike manner. Scheduled maintenance, unscheduled emergency maintenance, or other causes beyond the Licensor's reasonable control may render the Software temporarily unavailable. The Licensor will make reasonable efforts to provide advance written or email notice of any scheduled service disruptions.

7.2. HOWEVER, LICENSOR DOES NOT GUARANTEE THAT THE SOFTWARE WILL BE UNINTERRUPTED OR FREE OF ERRORS, NOR DOES IT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SOFTWARE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THE SOFTWARE AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND. THE LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

8.1. Notwithstanding anything to the contrary, except for bodily injury of a person, Licensor and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond Licensor's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by Licensee to Licensor for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case, whether or not Licensor has been advised of the possibility of such damages.

9. MISCELLANEOUS

9.1. If any provision of this Agreement is deemed unenforceable, the remaining provisions will remain in effect.

9.2. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements regarding the Software.

9.3.   The Licensor may assign its rights and obligations under this Agreement without the Licensee's consent. The Licensee may not assign this Agreement without prior written consent from the Licensor.

9.4.   This Agreement is governed by the laws of Delaware, USA, excluding its conflict-of-law provisions.

9.5.   All notices under this Agreement must be in writing and sent to the parties' designated contact addresses via email or other agreed-upon methods.

BY USING THE SOFTWARE, THE LICENSEE ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.