



Power Technologies Symphoni™ Software TERMS OF SERVICE

Effective July 1, 2025

Thank you for using POWER TECHNOLOGIES. By accessing and/or using any POWER TECHNOLOGIES (“Company”) website, Cloud Platform, application, software, Software Development Kit, Application Programming Interface, Code/API, firmware application, hardware, documentation, or other product offered by Company (with all of the foregoing collectively being referred to as “Service(s)”), you (“Customer”) are accepting and agreeing to the Terms of Service (“Terms”) herein.

Company and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.” If there is a conflict between these Terms and any additional terms provided in order to access a given Service, the additional terms specific to that Service will govern that service and be considered overriding these Terms. If there is a conflict between these Terms and any agreement for Services, contract, or other agreement between a Customer and Company, the Terms herein shall control. No provision of any purchase order or other business form or instrument employed by you will supersede or supplement the terms and conditions of these Terms, and any such document relating to these Terms will be for administrative purposes only and will have no legal effect. Customer agrees to comply with these Terms and stipulates that these Terms control Customer’s relationship with Company.

Under these Terms, “Company” (collectively “we”, “our” or “us”), means POWER TECHNOLOGIES, LLC; and any other affiliates unless set forth otherwise in additional terms applicable for given Product or Service. Company and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

Company may change the Terms or any portion thereof at any time, and we will post notice of changes to the Terms within the documentation of the Service and/or to our website. Changes will become effective immediately. Customer shall discontinue use of the Service(s) if Customer does not agree to the modified Terms. Continued use of the Service constitutes the Customer’s acceptance of the modified Terms.

SECTION 1: ACCOUNT AND REGISTRATION

1.1 Acceptance

In consideration of use of the Service and acceptance of the Terms, Customer represents and warrants that: (a) Customer is of a legal age to form a binding contract, and (b) Customer is not a person barred from using or receiving the Service under the applicable laws of (i) Customer’s country of residency, or (ii) the country from which the Service is being used, or (iii) any other country where the Service is intended to be used.

1.2 Authority

If Customer is an entity, Customer represents and warrants that Customer has authority to bind that entity to the Terms, and by accepting the Terms, Customer and its representative are doing so on behalf of that entity (and all references to “Customer” in the Terms refer to that entity as well). An entity may allow access to the Services under such Customer’s entity profile or registration by individuals, including employees, permitting such individuals to interact with the Services (such individuals being the “End User”). Customer represents and warrants that Customer controls all access to the Services under Customer’s information or profile, that all individuals accessing the Services under Customer’s information or profile are authorized End Users, and that End Users have the authority to represent and bind the entity unless specifically contracted for in a separate purchase agreement with Company.



SECTION 1: ACCOUNT AND REGISTRATION-Continued

1.3 Registration

In order to access certain Services, Customer may be required to provide identification information and/or contact details as part of the registration process, or as part of continued use of the Service(s). Information provided by Customer is represented to be accurate and up to date, and Customer represents and warrants that Customer will promptly notify Company of any updates to such information.

1.4 Company Affiliates

When Customer receives a Service from Company, the Service may be provided by one or more affiliates of POWER TECHNOLOGIES LLC these Terms govern the relationship by and between, Customer, Company, and Company's affiliates.

SECTION 2: USING SERVICES

2.1 End Users

End Users must agree to comply with (and a Customer must not knowingly enable them to violate) any applicable law, regulation, and these Terms.

2.2 Compliance

Customers represent and certify that they will comply with all applicable laws, regulations, and third-party rights (including without limitation local laws, laws regarding privacy, and laws regarding the import or export of data or software). Customers will not use the Service to encourage or promote illegal activity or violation of third-party rights. Customers will not violate any other Terms with Company. Customers are responsible for all uses of the Service(s).

2.3 Provision of Access

Company hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Period of Service ("Period"), for use by Authorized Users in accordance with the Terms contained herein.

Customer agrees to only access (or attempt to access) the Service by the means described in the documentation provided for that Service. If Company assigns credentials to a Customer or an End User developer, these credentials must be used with the applicable Service. Customers agree not to misrepresent or mask Customer's or End User's identity when using the Service.

2.4 Documentation License

Company hereby grants to Customer a non-exclusive, non-transferable license to use any documentation provided by Company during the Period solely for Customer's internal business purposes in connection with its use of the Services.

Services are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". We have and retain all right, title and interest, including all intellectual property rights, in and to our technology.



SECTION 2: USING SERVICES-continued

2.5 Limitations

We may, at our discretion, set and enforce limits on Customer and End User use of the Services. Customer agrees to, and will not attempt to circumvent, such limitations as documented with the Service, including that Customer shall not knowingly: (a) rent, lease, lend, sublicense, distribute, publish, transfer, or otherwise make commercially available Customer's access to the Services to any third party; (b) reverse engineer, disassemble, decompile, decode, otherwise attempt to derive or gain access to any software component of the Services not otherwise made available by Company, in whole or in part; or (c) remove any proprietary notices of Company from the Services. If a Customer or End User would like to use any Service beyond these limits, such Customer must obtain express consent from Company, which will be granted at Company's discretion, and which may involve additional Terms and/or fees.

Unless otherwise specified in writing by Company, or unless necessary for use of the Service, we do not intend for Company or the Service to collect or process Personal Data. Customer agrees not to provide the Personal Data of Customer, End Users, or others to the Company or to the Service unless necessary for use of the Service. Notwithstanding the foregoing, Customer agrees not to provide the Personal Data of any minors (of any person under the age of 18 years) to the Company or to the Service under any circumstances.

2.6 Using Data to Provide Cloud Products

Company agrees and recognizes that a Customer retains all right, title, and interest in and to Data submitted in the form required to access Cloud Products. Subject to these Terms, and solely to the extent necessary to provide Cloud Products, Customer grants Company a worldwide license to access, use, process, copy, distribute, perform, export, and display the submitted Data. Solely to the extent that reformatting any Data for display in the Cloud Product constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. Company may also access Customer accounts, End User accounts, and Customer Cloud Products with End User permission in order to respond to Customer or End User support needs. Customer agrees to obtain and maintain any required consents necessary to permit the processing of Data in connection with the Cloud Products. To the extent any Data includes Personal Data, Customer authorizes Company to Process Data solely for the following purposes: (a) to provide Services as further described in the Privacy Statement; (b) to enable actions by authorized End Users with respect to the Services; or (c) as further documented by a mutually agreed upon written instruction given by Customer and accepted by Company. The Parties agree to comply with the applicable Data Protection Legislation for "onward transfer" or "sale" of Personal Data, as defined in the applicable legislation.

2.7 Communications

Company may send Customer or End User certain communications in connection with use of the Services.

2.8 Feedback

A Customer or End User may choose to submit suggestions or other feedback to Company. No feedback submitted to Company will be considered the confidential or proprietary information of the submitter, and company, and those who Company permits (including third-party service providers), may freely use, copy, disclose, license, distribute and exploit any feedback in any manner and without any obligation, royalty or restriction based on intellectual property rights or otherwise.

2.9 Non-Exclusivity

Use of the Service and the Terms is non-exclusive. Customer acknowledges that Company may develop products or services that may compete with the Service.



SECTION 3: CUSTOMERS

3.1 Ownership

Company retains ownership of any baseline, reference, or example software or source code that Company may provide to Customer to assist Customers in using the Service. By using the Service, Customer does not acquire ownership or rights in the Service or the content that is accessed through the Service.

3.2 Security

Both Parties will use commercially reasonable efforts to protect user Data, including Personal Data, provided to Company from unauthorized access or use, and both Parties will promptly report to the other Party and to users any unauthorized access or use of such information to the extent required by applicable law. Customer is solely responsible for the security of user information collected by Customer using the Service.

3.3 User Privacy

Customer agrees to comply with Company's Privacy Statement, and to all applicable privacy laws and regulations, including those applying to Personal Data of End Users. Customer agrees not to provide the Personal Data of any minors (of any person under the age of 18 years) to the Company or to any Service under any circumstances, and that it will otherwise not provide the Personal Data of Customer, End Users, or others to Company or to any Service unless the Personal Data is necessary for use of the Service. Customer will provide to End Users, and will adhere to, a privacy policy that (a) clearly and accurately describes to End Users what user information a Customer collects, and how Customer uses and shares such information, and (b) meets all requirements of all applicable Data Protection Legislation.

SECTION 4: LIMITATIONS AND CONFIDENTIALITY

4.1 Limitations

Customer agrees it will not:

- Sublicense the Service, or allow End Users acting on a Customer's behalf to sublicense the Service, for use by a third party without Company's prior written consent.
- Create Service(s) that function substantially the same as a Service and offer it for use by third parties.
- Perform an action with the intent of introducing any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- Defame, abuse, harass, stalk, or threaten others.
- Interfere with or disrupt the Service, or the servers or networks providing the Service.
- Promote or facilitate unlawful online gambling, criminal enterprises, or disruptive or illegal commercial messages or advertisements.
- Reverse engineer or attempt to extract the source code from Service or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
- Use the Service for any activities where the use or failure of the Service could lead to death, personal injury, property damage, or environmental damage.
- Use the Service to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
- Provide Personal Data to Company, or to any Service, unless the Personal Data is necessary for use of the Service.
- Remove, obscure, or alter any of these Terms or any links to or notices of those Terms.



SECTION 4: LIMITATIONS AND CONFIDENTIALITY-continued

4.2 Confidentiality

Company's communications to Customer may contain Company's confidential information. Company's confidential information includes any Service, communications, product designs, technical information, security processes, security audit reviews, business and marketing plans, and business processes, and information marked confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of the disclosure. If Customer or End User receives any such information, Customer agrees not to disclose such information to any third-party without Company's prior written consent. Company's confidential information does not include information that Customer independently develops, that was rightfully given to the Customer by a third party without confidentiality obligation, or that becomes public through no fault of Customer. Company's confidential information may be disclosed by Customer when Customer is compelled to do so by law if Company is provided reasonable prior notice, unless a court orders that Company not receive notice.

SECTION 5: TERMS AND CONDITIONS OF SALE

All sales of Services (including hardware and other products) offered and supplied by the Company to a Customer shall be pursuant to these Terms of Service and Conditions. Any conflicting terms in your purchase order or elsewhere are without effect unless signed by the applicable party(ies).

5.1 Acceptance

Customer's acceptance of these Terms and Conditions shall be indicated by any of the following, whichever occurs first: (a) Customer's accessing and/or using any Service; (b) Customer's submission of an order to the Company, regardless of whether the Service(s) (including hardware and other products) ordered is ever delivered or if the purchase order is completely or partially fulfilled, rejected, modified or cancelled; (c) Customer's receipt of any part of the items specified for delivery in any purchase order submitted to the Company; (d) Customer's application for credit submitted to the Company; (e) any other act or expression of acceptance by Customer.

Customer's acceptance is expressly limited to the Terms and Conditions in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by Customer (whether oral or written), which is inconsistent with or in addition to the Terms and Conditions set forth hereon is objected to and hereby rejected by the Company. Customer's silence or failure to respond to any such subsequent term, condition or proposal shall be deemed to be Customer's acceptance or approval thereof.

5.2 Support

Company will provide Support which will include remote technical support for the Products exclusively by e-mail, web-support form or phone call notification within a forty-eight (48) hour period of receipt of a support request. All Support inquiries must be communicated to Company via the following: e-mail [support@POWER TECHNOLOGIES.com](mailto:support@POWERTECHNOLOGIES.com), or at web support [https://www.POWER TECHNOLOGIES.com/support](https://www.POWERTECHNOLOGIES.com/support) ; phone: 888-943-6803.

Company will provide Support to the Customer within the terms and conditions ensuring that the Product is operating for its intended purpose. Customer will be responsible for all reasonable costs that are not considered as covered under the Warranty Section which may arise from but not limited to misuse, damage or general wear and tear.

Additional services requested by and provided to Customer which are not specifically described in the invoice will be charged to Customer at Company's standard rates at the time of providing the out-of-scope service.



SECTION 6: BRANDING AND ATTRIBUTION

6.1 Branding

“Branding” is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party’s Branding. All use by Customers of Company Branding (including any goodwill associated therewith) will inure to the benefit of Company.

6.2 Attribution

Customer agrees to display any attribution(s) required by Company as described in the documentation for the Service. Company hereby grants to Customer a non-transferable, non-sub-licensable, non-exclusive license while the Terms are in effect to display Company Branding for the purpose of promoting or advertising that Customer uses the Service. Customer must only use Company Branding in accordance with these Terms and for the purpose of fulfilling Customer’s obligations under this Section. In using Company Branding, Customer must follow Company Branding Use Guidelines, as provided to the Customer upon request. Customer understands and agrees that Company has the sole discretion to determine whether Customer attribution(s) and use of Company Branding is in accordance with the above requirements and guidelines, and Customer will cease attribution and use of Company Branding immediately if Company requests that Customer cease use for any reason.

6.3 Publicity

Customer will not make any statement regarding Customer’s use of Service which suggests partnership with, sponsorship by, or endorsement by Company without prior written approval.

SECTION 7: TERMINATION

7.1 Termination

Customer may stop using Company Services at any time with or without notice to Company. If Customer wants to terminate the Terms, Customer must provide Company with prior written notice and upon termination cease use of the applicable Service. Company reserves the right to terminate the Terms with Customer, or to discontinue the Service or any portion or feature thereof or Customer’s access thereto, for any reason and at any time without liability or other obligation to Customer.

7.2 Obligations

Upon any termination of the Terms or discontinuation of Customer’s access to the Service, Customer agrees to immediately stop using the Service and cease all use of Company Branding.

7.3 Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Sections 4.2, 7, 8 and 9.



SECTION 8: LIABILITY AND INDEMNITY

8.1 WARRANTIES

COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY IS NOT RESPONSIBLE FOR DAMAGE OR LOSS ARISING FROM ANY FAILURE OF SERVICE.

Company represents and warrants to Customers that Company has all right, title, and interest in and to the Service. We further warrant that Company has no actual notice of any claim or action, past or present, by any third party, that the Service infringes any patent or copyright, misappropriates a trade secret of any third party, or violates any other intellectual or other proprietary right of any third party.

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER COMPANY NOR OUR SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICE. COMPANY PROVIDES THE SERVICE "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, COMPANY EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

8.2 LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, COMPANY AND ITS SUPPLIERS AND DISTRIBUTORS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, GOODS OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY, AND THAT OF ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT CUSTOMER PAID COMPANY TO USE THE APPLICABLE SERVICE.

IN ALL CASES, COMPANY, AND OUR SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

8.3 Indemnification

Unless prohibited by applicable law, Customer will defend and indemnify Company, and our affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- A Customer's misuse or End User's misuse of the Service;
- A Customer's violation or End User's violation of the Terms; or
- Any content or data provided to or used with the Service by Customer, those acting on a Customer's behalf, or End Users.



SECTION 9: JURISDICTION

9.1 U.S. Federal Agency Entities

The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

9.2 General Legal Terms

The Parties each agree to contract in the English language. If Company provides a translation of the Terms, Company does so for Customer convenience only and the English Terms will solely govern the Parties' relationship. The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. Company is not liable for failure or delay in performance to the extent caused by circumstances beyond Company's reasonable control. If Customer does not comply with the Terms, and Company does not take action right away, this does not mean that Company gives up or forfeits any rights that Company may have (such as taking action in the future). If a particular provision in these Terms is not enforceable, this will not affect the enforceability of any other terms. The Terms are the entire agreement between Customer and Company relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Company, please visit our contact page <https://powertechnologies.com/contact/>

Except as set forth below, for Customers accessing these Terms from www.POWER-TECHNOLOGIES.com acknowledge and agree that: (a) the laws of Oregon, U.S.A., will apply to any disputes arising out of or related to the Terms or the Service and (b) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICE WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF MULTNOMAH COUNTY, OREGON, USA, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If Customer is accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraphs above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the Service. Solely to the extent permitted by United States Federal law: (a) the laws of the State of Oregon will apply in the absence of applicable federal law; and (b) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICE, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN MULTNOMAH COUNTY, OREGON

If Customer is accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.

SECTION 10: ORDER OF PRECEDENCE

In the event of a conflict or inconsistency between a term or provision of any Customer document (including any pre-printed terms contained therein) and a term or provision of these Terms, these Terms will control, unless specifically agreed to in writing by both parties. Without limiting the foregoing, the order of precedence language in this paragraph specifically supersedes any conflicting language in any Customer Purchase Order or Terms and Conditions.



SECTION 11: DEFINITIONS

“Affiliate/Affiliated” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership with a party. As used herein, “control” means power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

“Authorized User” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Service(s) under the rights granted pursuant to these Terms.

“Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services. Such Data shall include information: (a) provided by Customer to Company, or (b) obtained, used, accessed, processed, possessed or acquired by Company on behalf of Customer or otherwise in connection with the provision for the Service(s) to or for Customer, in whatever form, including all copies, fragments, derivatives, and excerpts, whether or not such Data was intermingled with Company’s own information or materials.

“Data Protection Legislation” means the laws and regulations for the United States, the European Union and/or its member states, The European Economic Area and/or its member states, Switzerland, and/or the United Kingdom relating to the collection and/or Processing of Personal Data under these Terms, including the General Data Protection Regulation 2016/679 (“GDPR”), and the California Consumer Privacy Act of 2018 (“CCPA”).

“Period” means the period of time during which the Services are used by Customer.

“Personal Data” means any information that can be used to identify, locate, or contact an individual, including but not limited to: (a) first and last name; (b) home or other physical address; (c) telephone number; (d) email address or online identifier associated with an individual; (e) social security number, passport number, driver’s license number or similar identifier; (f) credit or debit card number; (g) employment, financial or health information; or (h) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

“Process” means any operation or set of operations performed upon Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, manipulation, combination and deletion of Personal Data.