

TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS

1.- IDENTIFICATION

- **Company name:** SP Control Technologies, S.L. ("**Frenetic**")
- **Tax Identification Number:** B87193637
- **Registered Office:** Calle de Santa Engracia 108, 3º Dcha Ext. 28003 Madrid (Spain)
- **Public Registry:** Registered in the Commercial Registry of Madrid, volume 33139, folio 131, sheet M 596380, inscription 131
- **Telephone Number:** 915 29 60 07
- **E-mail:** privacy@frenetic.ai

2.- OBJECT

These General Terms & Conditions ("**General Terms**"), along with the applicable terms that regulate each particular Service, attached herein as an annex (the "**Particular Terms**") (hereinafter, the General Terms and the Particular Terms will be jointly referred as the "**Terms & Conditions**"), and the respective Order Forms, govern Client's access and use of the services provided by Frenetic, included but not limited to the Design, Consultancy and Prototyping Service and the SaaS Design Solution (each, a "**Service**" or, together, the "**Services**"), as established in the respective order form document (including electronic form) entered into by the Client and Frenetic that specifies at least the duration, fees and service details with regards to a contracted Service (the "**Order Form**"). The Terms & Conditions and the Order Form will be referred to as the "**Agreement**".

When you -an individual or the company you are acting on behalf of (the "**Client**")- enter into an Order Form with Frenetic, you also agree to be bound by the Terms & Conditions.

For the purposes of the Agreement, any reference to "you", "your" or "Client", means you as Frenetic's client and any reference to "we", "us", "our" is to Frenetic. Frenetic and Client shall be jointly referred to as the "**Parties**" and any of them individually as a "**Party**".

Frenetic and the Client agree that they may use digital and/or electronic signatures to sign the Agreement and consequently accept and acknowledge that the use of digital and/or electronic signatures shall have the same validity as a handwritten signature on paper for that purpose.

3.- SERVICES

An overview of the Services offered by Frenetic which are subject to these General Terms is included below. Frenetic shall be able to amend this list by modifying, removing or including new Services at any time without requiring the Client's consent and without prejudice to the existing rights and obligations acquired by the Parties under any previous Agreement.

Except as otherwise agreed by the Parties on the Particular Terms or an Order Form, the Services will be remotely performed at Frenetic's facilities.

In case any of the Services are contracted by the Client by through Frenetic's website, or provided by Frenetic's by means of Frenetic's website, the contracting and use of the Services will be subject to the Terms of Use which govern the navigation around the website.

3.1 Design, Consultancy and Prototyping Service

Within this Service, Frenetic provides the Client with the design and manufacture of a prototype of the magnetic component requested by the Client and in accordance with the specifications provided by the Client, along with the relevant operational analysis and testing of such a prototype. The Particular Terms applicable to the Design, Consultancy and Prototyping Service are attached to these General Terms as Annex I.

3.2 SaaS Design Solution Service

Within this Service, the Client will be able to access and use, by means of a subscription, the Frenetic's proprietary software solution in order to design customised magnetic products by itself. The Particular Terms applicable to the SaaS Design Solution Service are attached to these General Terms as Annex II.

3.3 Other Services

Frenetic will be able to include additional Services as part of these Terms & Conditions, by means of including additional annexes to these General Terms. The additional Services will be subject to the General Terms and the applicable Particular Terms included as annexes to these General Terms.

4.- TERM AND TERMINATION

4.1 The Agreement will be in force during the term established in the Order Form entered by the Parties, unless the Agreement is sooner terminated as stated below, always without prejudice to any remaining payment obligations of the Client. Notwithstanding the above, these Terms & Conditions will remain in force provided that any Order Form subscribed by the Parties is still in force.

4.2 The Agreement may be terminated by written mutual agreement of the Parties.

4.3 Frenetic may terminate the Agreement, totally and/or partially, at any time and without cause by notifying the Client thirty (30) days in advance.

4.4 Frenetic may immediately terminate the Agreement, totally and/or partially, with no notification period and without prejudice to other Frenetic's right and remedies, if:

- i. Client commits any breach of the Agreement, including but not limited to the fail to pay Frenetic any due payment obligations;

ii. Client becomes insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, to the extent permitted by the applicable law;

administrative or court proceedings are instigated against the Client that could prevent it from fulfilling the subject matter of the Agreement, in which case the Client must notify Frenetic of that event. If this notice is not sent in due time, Frenetic will be entitled to seek compensation for any resulting damage and loss it may suffer;

iii. Client fails to comply with applicable laws and/or regulatory requirements;

iv. Client has acquired or intends to acquire a controlling interest in a third party, or Client is to be acquired by a third party, or a controlling interest in Client is to be transferred to a third party; or

v. where performance of the Agreement becomes fully or partially frustrated under the conditions agreed upon, provided this is due to force majeure events as defined in clause 13.3 herein.

4.5 The termination of the Agreement, for whatever reason, will have the following consequences:

i. all rights and licenses of the Client under the Agreement shall terminate, unless explicitly stated otherwise in the respective Particular Terms and the Order Form;

- ii. Client shall immediately return to Frenetic or destroy all Frenetic's Confidential Information (including all copies thereof) then in Client's possession, custody or control, at the specific request of Frenetic and in the manner established by Frenetic, irrespective of the medium in which this Confidential Information is registered. Likewise, Client is obliged to certify to Frenetic that any material that it holds has been returned, deleted or destroyed in accordance with the previous provisions of this clause and, therefore, that it does not have any copies of all or part of the documentation related to it;
- iii. Client shall pay Frenetic one hundred percent (100%) of (i) all outstanding Fees and Expenses and (ii) in addition, all Fees for the remaining period from the cancellation or termination date up to the originally agreed date in which the term of the Agreement, as originally established in the Order Form, would have been deemed to be terminated; and
- iv. Client shall have no rights to damages or indemnification of any nature related to such termination, including no rights to damages or indemnification for commercial severance pay, whether by way of loss of future revenues or profits, or other commitments in connection with the business and good will of the Client or indemnities for any termination of a business relationship.

4.6 The termination of the Agreement under this clause shall not preclude Frenetic from exercising any other right or remedy available under the Agreement or under the applicable laws (e.g. claims for damages), and will be subject to the Clause 13.10 (Survival) of these General Terms.

5.- PRICE AND PAYMENT

In consideration for the Services, Client shall pay the price stated in the respective Order Form (the "**Fees**"). The Fees and payment terms to which the Client will be subject for the provision of each Service will be established by the respective Order Form. Unless otherwise agreed therein, payments shall be due within thirty (30) days after the date an invoice is issued. Any taxes related to the Services provided pursuant to the Agreement shall be paid by the Client.

Payments are non-refundable and payment obligations are non-cancellable, unless expressly stated otherwise in the Order Form and to the extent permitted by law. If any invoiced amount is not received by Frenetic by the due date, then, without limiting Frenetic's rights and remedies, those amounts shall accrue legal late interest rate per month in accordance with the Spanish Law 3/2004, of 29 December, which establishes measures to combat late payment in business transactions.

Client shall reimburse Frenetic for the reasonable actual travel and living expenses of its personnel engaged in the performance of the Services at locations other than Frenetic facilities, together with other reasonable out-of-pocket expenses incurred in connection with the performance of the Services ("**Expenses**").

6.- OBLIGATIONS OF THE PARTIES

6.1 Obligations of Frenetic:

- a) to comply with the obligations established in the Agreement;

- b) to inform the Client about any event or incident that could delay or hinder the performance of the Services, including but not limited to the lack of collaboration by the Client;

- c) to provide the Services in accordance with the Agreement; and

- d) to comply with professional obligations derived from the provision of the Services, providing the necessary human and material resources and using due diligence for the adequate compliance with the provisions of the Agreement.

6.2 Obligations of the Client:

- a) to comply with all applicable laws and obligations established in the Agreement;

- b) to pay Frenetic the corresponding Fees and Expenses for the Services in accordance with the price and payment terms agreed in the respective Order Form;

- c) to provide Frenetic with all the information, insights, documents and materials that Frenetic may require and that is necessary for the correct performance of the Agreement, as well as to closely collaborate with Frenetic to the extent required by Frenetic during the term of the Agreement for achieving such adequate provision;

- d) to use any license that Frenetic may grant to the Client under the Agreement in accordance with the permitted use established in the Agreement;

- e) to provide complete and accurate information and data throughout the provision and use of the Services; and

- f) to have all of the necessary technical and organisational resources to use the Services, including but not limited to a connection to the Internet or electronic devices, if needed to access the Services.

7.- GENERAL INTELLECTUAL PROPERTY RIGHTS

7.1 “Intellectual Property Rights” means all intellectual property rights which are recognised, now or in the future, by the intellectual property laws of Spain or any other jurisdiction applicable to the case, including without limitation all works, software, pictures, sound and/or video recordings, inventions (and, among them, inventions implemented in the computer sector with or without a patent), patents, utility models, industrial designs, semiconductor topography rights, registered or unregistered trademarks and service marks, logos, trade names, know-how and trade secrets, domain names and goodwill linked to all of them, including in each case the ability (if any) (i) to apply for any registration necessary or simply desirable for the purpose of obtaining or protecting such rights anywhere in the world and any registration thereof and (ii) to claim damages or any other remedy for infringement of such rights. The Intellectual Property Rights shall include without limitation those intellectual property rights duly registered with an official registry anywhere in the world, as well as applications for registration and rights to grant the same and any right or form of protection of a similar nature in the world.

7.2 The Parties acknowledge that any Intellectual Property Rights owned by any of the Parties to or independently from the performance of the Agreement (the “**Pre-Existing IPRs**”) shall remain owned by their respective owner, as appropriate, and nothing in the Agreement shall imply the granting to other Party of any right or license over such Party’s Pre-Existing IPRs.

7.3 Ownership of all Intellectual Property Rights over the Results shall belong exclusively to Frenetic, except as expressly established otherwise in the respective Particular Terms. The “**Results**” means any elements or information, based on specific knowledge, information and/or instructions generated by Frenetic independently or jointly with the Client as a result of the provision of the Services. By way of example, the Results may include computer programs, databases, sui generis databases, routines, patches, plug-ins, emulators, controllers, communication protocols, development, elements or components of computer programs, including source and object code, user manuals, technical documentation, plans, designs, architecture, as well as the related systems, information, data and logical resources that have arisen as a result of the provision of the Services and which are necessary for achieving the object of the Agreement. The Results also include, without limitation, the Designs created by the Client through its use of the SaaS Design Solution and the Prototype, as defined in the Design, Consultancy and Prototyping Services Particular Terms.

If the ownership of the Intellectual Property Rights over any of the Results has been carried out jointly with the Client or taking into account the Client's specific indications and cannot legally be attributed originally to Frenetic, by virtue of the Agreement, the Client assigns to Frenetic, to the maximum extent permitted by law, the ownership of all the Intellectual Property Rights over said Results. The assignment is made exclusively, for the entire duration of the assigned rights, for all forms of exploitation, in all known media, formats and procedures, for the entire world and for any purpose of Frenetic. To avoid any doubt of interpretation, the Parties state that their intention was not to establish any limitation to this transfer of rights by the Client to Frenetic in relation to the Results.

7.4 If the Client voluntarily sends or transmits any communications, comments, questions, suggestions, or related materials to Frenetic, whether by letter, e-mail, telephone, or otherwise, as well as any usage data obtained by Frenetic from Client's use of the Services (the “**Feedback**”), whether suggesting or recommending changes to the Services (including, without limitation, the performance of the Design, Consultancy and Prototyping Service, the Prototype and/or to the SaaS Design Solution), the Client hereby

grants Frenetic a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully-transferable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to reproduce, create derivative works of, distribute, perform, display, make, have made, sell, import, and otherwise fully use, practice and exploit such Feedback for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Frenetic is not obligated to make, use, display, reproduce, sell, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback and the Client has no right to compel such use, display, reproduction, or distribution.

7.5 The Client warrants that it owns the information, insights, documents and materials contributed within the provision by Frenetic of the Services (including also the Feedback) or that it has the necessary rights over them, including, without limitation, intellectual property rights, image rights, and any others, to execute the object of the Agreement. Client also warrants that such materials and the trademarks, logos, distinctive signs and intellectual creations, as well as any other inherent elements owned by the Client do not infringe intellectual property rights, industrial rights or any other rights of third parties.

7.6 In the event of any third-party claims for alleged infringements of rights in relation to the the information, insights, documents, materials, the Feedback or the requests and specifications given by the Client used in the performance of the Services, then the Client shall fully indemnify, defend and hold Frenetic, its directors, employees and agents harmless in respect of any claim, liability, court ruling, judgment, agreement, damage, loss, fine or expense (including the fees of lawyers and court representatives and legal costs, even when their services are not strictly required) that results or arises from any unlawful, negligent or wilful action or omission by the Client, including any claims arising from personal injury (including death) or property damage, from any infringement of Intellectual Property Rights or from the disclosure of Confidential Information in violation of the provisions of the Agreement.

In the situations described above, the Client must also:

- (i) ensure that Frenetic is entitled to continue using the Results and the Feedback or the part thereof that infringes the aforementioned Intellectual Property Rights;
- (ii) modify or correct the Results, the Feedback or the part thereof that infringes the aforementioned Intellectual Property Rights, without negatively affecting its utility; or
- (iii) if none of the above are commercially, technically, functionally or economically feasible, Frenetic will be free to terminate the Agreement in its entirety.

7.7 The Client shall not use Frenetic's trademarks, logos, trade names, internet domain names, and any other distinctive sign without Frenetic's express prior written consent. Frenetic will only use the logos and distinctive signs of the Client for the adequate provision of the Services, for the elaboration of future services or professional portfolios with third parties, and in accordance with clause 13.12 of these General Terms.

7.8 The Parties undertake to respect at all times any intellectual property related laws, especially those relating to distinctive marks and signs, both of national and European rank.

8.- INDEMNITY

CLIENT SHALL BEAR ALL COSTS FOR THE DAMAGES CAUSED TO FRENETIC, ITS DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING ATTORNEYS' FEES, AS A RESULT OF CLIENT'S USE OF THE SERVICES, CLIENT'S VIOLATION OF THE AGREEMENT AND/OR THE PERFORMANCE OF THE AGREEMENT AND SHALL INDEMNIFY FRENETIC AGAINST ANY CLAIMS ARISING FROM JUDICIAL AND/OR EXTRAJUDICIAL ACTIONS DERIVED FROM ANY BREACH BY THE CLIENT OF THE OBLIGATIONS CONTAINED IN THE AGREEMENT OR FROM INFRINGEMENT OF ANY APPLICABLE REGULATIONS, INCLUDING, FOR ILLUSTRATIVE PURPOSES, ANY BREACH BY THE CLIENT OF THE OBLIGATIONS SET OUT IN CLAUSE 7 OF THESE GENERAL TERMS AND IN THE EVENT OF ANY THIRD-PARTY CLAIM FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9.- CONFIDENTIALITY

9.1 For the purposes of the Agreement, the terms of the Agreement shall be considered "**Confidential Information**" together with any documentation and information (i) provided in any form (oral, written or any other) and at any time, either before or after the execution of this Agreement, by one Party to the other or (ii) acquired in any way by one of the Parties as a result, directly or indirectly, of the contractual relationship between the Parties. The Confidential Information includes, but is not limited to, the technical, economical, legal, contractual and commercial information, the information of organisational structure or of any other nature, as well as the findings, concepts, ideas, knowledge, designs, drawings, drafts, diagrams, models, samples, graphics, source codes and/or any data whether personal data or not. The content of the Services, the Results, the Feedback and/or any credentials and guidance provided to access them will be exclusively owned by Frenetic and will be considered as Confidential Information of Frenetic, except as otherwise explicitly provided in the respective Particular Terms.

9.2 Regarding the Confidential information, both Parties agree to:

- a) limit the use of the other Party's Confidential Information for the purpose of fulfilling their respective obligations and rights under the Agreement (the "**Permitted Use**"). The Parties shall maintain the highest level of confidentiality with respect to such information;
- b) protect and keep secret the other Party's Confidential Information, with the same or, at least, not lesser diligence than that applicable to its own information and, in particular, without limitation, to take reasonable measures (analog and digital) to keep it secret;
- c) not to disclose, make public or otherwise make available to any third party any Confidential Information of the other Party whether orally, in written form, or by any other means or through any other format, known now or which may be invented in future, whether prior to, at the time of, or after the signing, without the other Party's prior written consent; and
- d) not to copy, duplicate, keep, use, store, modify, or create derivative works from the Confidential Information of the other Party, perform analysis, obtain statistical data, behaviour or trends, or reproduce, in whole or in part, such Confidential Information, except as strictly necessary for the Permitted Use.

Notwithstanding the above, Client agrees and accepts that Frenetic may provide access without the Client's prior consent to Confidential Information to its employees, partners or consultants who are required to have access for the purposes of the Agreement.

9.3 The obligation of confidentiality shall not prevent the Parties from disclosing the other Party's Confidential Information:

- i. that is required by applicable law regulation, or as a result of regulations issued by public bodies or authorities (or its delivery to said organizations or public authorities is convenient in order to avoid non-compliance with the applicable regulations), by any means (including, but not limited to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), provided that the receiving Party promptly informs the other Party

before delivering the requested Confidential Information, discloses the minimum of Confidential information required, and takes action in order to minimise the damage that said disclosure may cause to the other Party; and

- ii. is necessary for it to be disclosed to third parties in order to make the notifications provided in this Agreement or for its application.

9.4 The confidentiality obligations established in this clause will be in force during term of the Agreement and during the five (5) years following the termination of the Agreement for any reason.

10.- REPRESENTATIONS AND WARRANTIES

10.1 The Parties warrant full compliance with all of the obligations under the Agreement, assuming at any time the correct execution of its terms. Any rights not expressly granted in the Agreement are reserved by Frenetic.

10.2 Client represents and warrants that:

- i. it has the necessary full legal capacity to enter into and execute the Agreement and to fulfil and perform each one of the undertakings, acts and obligations assumed under the Agreement;
- ii. the execution of the Agreement and the fulfilment and performance of the undertakings, acts and obligations assumed under the Agreement does not contravene or entail any breach of any applicable legal or regulatory provision, or of any contract to which the Client is a party;
- iii. it is up to date with regards to the obligations that apply to it, including, but not limited to, those of a tax nature, labor, in terms of security and protection of personal data;
- iv. Client will not use the Service for any purpose that is unlawful or prohibited by the Agreement; and
- v. Client's use of the Services will not infringe any third party right, such as copyright, trademark, and publicity/privacy right

10.3 ALL SERVICES PROVIDED BY FRENETIC SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND ARE PROVIDED "AS-IS", UNLESS OTHERWISE STATED IN THE PARTICULAR TERMS. FRENETIC DISCLAIMS AND CLIENT WAIVES ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, OR TERM OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE AND SKILL, NONINFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, OR SYSTEM INTEGRATION OF THE SERVICES. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IN CONNECTION WITH THE SERVICE IS BORNE BY THE CLIENT.

10.4 Neither the Agreement nor the use of the Services shall constitute investment advice by Frenetic, or any representative thereof. Neither Frenetic nor any representative thereof shall be an advisor or a fiduciary of the Client. The Services provided to the Client should not be construed as Frenetic making forecasts, projecting returns or recommending any particular course of action.

11.- LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Client agrees that neither Frenetic nor any of Frenetic's affiliates, subcontractors or agents will be liable to the Client and/or any other person for any consequential or incidental damages (including but not limited to lost profits, lost revenue and/or lost or damaged data) or any other indirect, special, or punitive damages that arise out of or are related to the Services or to any breach of the Agreement, even if the Client or Frenetic has been advised of the possibility of such damages.

11.2 Client agrees that Client's sole remedy for any breach of this Agreement by Frenetic or any Frenetic's agents or subcontractor will be, at Frenetic's option, (1) substitution or replacement of all or part of the Service provided in breach of the Agreement; or (2) refund of Fees that Client would have paid to Frenetic. In light of the above, the maximum liability that Frenetic may have for any cause arising from this Agreement shall be limited in all cases, to the extent permitted by law, to the Fees received by Frenetic from the Client under the Agreement.

11.3 Frenetic will not be responsible for any delays in the Services which are caused by the actions or omissions attributed to the Client.

12.- DATA PROTECTION

12.1 Any personal data provided by the Parties shall be processed by the other Party with strict confidentiality, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**") or any other applicable data protection law. Each Party and, where applicable, its representative/s, are informed that their personal data will be processed by the other Party for the purpose of allowing the correct development, compliance and control of the Agreement, accordingly, the period of conservation of the personal data will be limited to the necessary for the fulfilment of the indicated purpose, without prejudice to the conservation of the data that may be necessary subsequently during the time in which responsibilities may arise from the processing, in compliance with the regulations in force at any given time. The legal basis for the processing of the signatories' personal data is, therefore, the execution of this Agreement between the Parties. Either Party's identification is a necessary requirement in order to formalize the Agreement.

12.2 The personal data may be disclosed to Public Administrations as required by the GDPR or any other applicable law, and for the purposes contained therein.

12.3 The Parties and, where applicable, its representative/s, may exercise their rights of rectification, limitation, cancellation or objection, data portability and restriction of their processing, by means of a written request to the other Party, to the addresses indicated in the heading of this Agreement, in addition to filing a claim before the Spanish Data Protection Agency (*Agencia Española de Protección de Datos*) (www.aepd.es).

13.- MISCELLANEA

13.1 Relationship of the Parties. The Agreement is of commercial nature and the relationship between Frenetic and the Client will by no means be considered as an employment relationship. The Agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation for the Parties to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of the other Party and neither shall have the authority to bind the other.

13.2 Assignment and Subcontracting. The Client's rights and obligations under the Agreement are personal, indivisible and non-transferable. Client shall not assign nor sublicense the total or any part of the Agreement.

Frenetic may freely assign or subcontract its position under the Agreement, as well as some or all of the rights and obligations deriving from the Agreement. In case of assignment, the assignment will be effective from the date of notice to the Client of the assignment and of the name of the company that is to assume the corresponding rights and obligations under the Agreement. In no event will the assignment entitle the Client to any compensation.

13.3 Force Majeure. Neither Party shall be liable for any delay or failure in non-monetary performance obligations due to a force majeure event, which means an event beyond the affected Party's reasonable control, including (without limitation) accidents, severe weather events, acts of God, actions of any government agency or pandemic.

13.4 Non-solicitation. The Client agrees that, without Frenetic's prior written consent, it will not, during the term of the Agreement and two (2) years after the termination of the Agreement for any reason, hire or solicit, directly or indirectly (through an intermediary), any employee, officer or senior manager of Frenetic.

13.5 Notifications. Notices, authorizations and other communications relating to the Agreement must be made in written form and shall be delivered, unless otherwise stated in the Agreement, by hand, e-mail or any other delivery means that allows acknowledgement of receipt, to the other Party at the addresses indicated in the Order Form.

13.6 Severability. If any of the provisions of the Agreement is declared invalid, in whole or in part, this will not affect the validity of the remaining provisions of the Agreement.

13.7 No waiver. The non-exercise or execution by any of the Parties of any right or provision contained in the Agreement shall not constitute a waiver unless there is acknowledgment and agreement between the Parties by written means.

13.8 Headings. The headings of the clauses of the Agreement are only for information purposes and shall not affect, qualify or extend the interpretation of the Agreement.

13.9 Entire Agreement. The Agreement contains the full and complete understanding between the Parties and supersedes all prior understandings, whether written or oral, pertaining to the subject matter hereof. The Agreement cannot be modified except by written agreement signed by the Parties hereto.

13.10 Survival. Both Parties agree that the provisions of the Agreement with the express or implied intention of continuing in force after the time of termination or expiry of the Agreement shall survive and shall continue to bind both Parties as stipulated, including but not limited to all clauses in relation with Intellectual Property Rights, Confidential Information, Limitation of Liability, Representation and Warranties and Governing Law and Jurisdiction.

13.11 Non exclusivity. The Agreement does not constitute an exclusive arrangement for either Party, therefore both the Client and Frenetic mutually accept that the Services under the scope of this Agreement may be hired or provided to/by third party entities in a direct manner or by association with third parties.

13.12 Advertising. During the term of the Agreement, Client hereby agrees that Frenetic shall have the right, but not the obligation, without prior written approval of Client, to include Client's name, logos or commercial trademarks as a mere reference of their contractual relationship, without the Client's previous written consent, in internal and external documentation and/or presentations, on any public means (including the Internet and Frenetic's website) and in other marketing materials promoting the Services provided by Frenetic.

13.13 Prevalence Order. In case of conflict between the Order Form and these Terms & Conditions (including any of the Particular Terms), the following prevalence order will apply: (i) the Order Form; (ii) Particular Terms, (in case the Client contracts several and different Services through a unique Order Form, the respective Services will be governed by their respective Particular Conditions); and (iii) General Terms.

14.- GOVERNING LAW AND JURISDICTION

The Agreement is to be governed by, construed and enforced according to the common laws of Spain, except for its conflicts of laws principles. The Parties expressly agree that any dispute that arises from the performance or interpretation of the Agreement will be submitted to the courts of the city of Madrid, and accordingly, they waive any other forum to which they may be entitled in connection with the courts of their place of residence.

PARTICULAR TERMS & CONDITIONS

ANNEX I

PARTICULAR TERMS FOR THE DESIGN, CONSULTANCY AND PROTOTYPING SERVICE

These particular terms (the “**Design, Consultancy and Prototyping Service Particular Terms**” or “**Particular Terms**”) govern, alongside with the General Terms, the provision by Frenetic to the Client of the design, consultancy and prototyping services, as described in clause 1 below (the “**Design, Consultancy and Prototyping Service**”), in accordance with the Order Form entered into by Frenetic and the Client. Therefore, the Design, Consultancy and Prototyping Service is subject to (i) the respective Order Form, (ii) these Design, Consultancy and Prototyping Service Particular Terms and (iii) the General Terms (collectively, the “**Agreement**”). If a capitalized term is not defined in these Particular Terms, then it has the meaning defined in the General Terms.

These Design, Consultancy and Prototyping Service Particular Terms are an inseparable annex and forms an integral part of the General Terms. These Design, Consultancy and Prototyping Service Particular Terms will not amend the General Terms, except for what’s specifically established here, and all of the General Terms’ clauses will remain in force and completely valid for the Parties, unless these Design, Consultancy and Prototyping Service Particular Terms include complementary or different terms to those included in the General Terms.

In case of conflict between the Order Form, the General Terms and these Design, Consultancy and Prototyping Service Particular Terms, the following prevalence order will apply: (i) the Order Form; (ii) these Design, Consultancy and Prototyping Service Particular Terms; and (iii) the General Terms.

1.- SERVICE DESCRIPTION

Frenetic will provide to Client the Design, Consultancy and Prototyping Service as is described in the respective Order Form and which consists on the design and manufacture of a prototype of a magnetic component by Frenetic in accordance with the requests and specifications provided by the Client, as reflected in the Order Form, along with the relevant operational analysis and testing of the magnetic component prototype resulting from the design (the “**Prototype**”), which will be delivered by Frenetic to the Client in accordance with the Order Form, unless otherwise agreed.

The Design, Consultancy and Prototyping Service will be provided during the term of the Agreement and in exchange for the Fees to be paid by the Client and subject to the phases as established in the Order Form.

2.- DISCLAIMER

Frenetic (i) delivers the Prototype ‘AS IS’ and disclaims and Client waives all representations, warranties, conditions or other terms (whether express, implied, or statutory), including, without limitation, any warranty, condition, or term of merchantability or fitness for a particular purpose of the Prototype; (ii) will not be liable for any adverse consequences resulting from the inaccuracy or incompleteness of the Prototype; and (iii) will not, under any circumstances whatsoever, be liable for any trading, investment, commercial, or other decisions based on or made in reliance on the Prototype;

Client may test the Prototype within the first fifteen (15) days after its reception and give written notice to Frenetic of any problem detected in the Prototype within the next twenty-four (24) hours since the Client acknowledges such problem. Frenetic shall make its best efforts to find a solution for any properly notified problem. After the fifteen (15) days test period, Frenetic will not be responsible for any damage or malfunctioning of the Prototype that was not properly notified nor for any kind of damage arising from the use of the Prototype by the Client after the fulfilment of the Agreement.

3.- INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

3.1 In addition to what is stated in clause 7 of the General Terms, the Parties agree that all the Results and Feedback, including but not limited to the Prototype, and Intellectual Property Rights over the Results and Feedback under the Agreement shall remain the exclusive property of Frenetic.

3.2 Always without prejudice to Frenetic's Intellectual Property Rights and Pre-Existing Rights, and only when the Client has paid to Frenetic all the Fees and Expenses due under the Agreement, Frenetic will provide the Client with a worldwide, revocable, non-transferable, non-sublicensable, non-exclusive license, for the maximum time permitted by the Spanish Intellectual Property Law, over the Prototype, to copy, use, modify, make products derived from it (the "**Prototype License**"). The rights granted to the Client under the License are limited exclusively to the Client's internal use. Any other Intellectual Property Rights over the Prototype shall remain the property of and/or be assigned to Frenetic, the Client being obliged to obtain, where appropriate, the necessary authorisations for such assignment. Frenetic shall be free to use the Prototype, its knowledge, skills and experience and any ideas, concepts and techniques that have been used in the course of providing the Design, Consultancy and Prototyping Service.

ANNEX II

PARTICULAR TERMS FOR THE SAAS DESIGN SOLUTION

These particular terms (the “**SaaS Particular Terms**” or “**Particular Terms**”) govern, alongside with the General Terms, the provision by Frenetic to the Client of the software-as-a-service design solution, as described in clause 1 below (the “**SaaS Design Solution**”), in accordance with the Order Form entered into by Frenetic and the Client. Therefore, the SaaS Design Solution is subject to (i) the respective Order Form, (ii) this SaaS Particular Terms and (iii) the General Terms (collectively, the “**Agreement**”). If a capitalized term is not defined in the SaaS Terms, then it has the meaning as ascribed to it in the General Terms.

These SaaS Particular Terms are an inseparable annex and forms an integral part of the General Terms. These SaaS Particular Terms will not amend the General Terms, except for what’s specifically established here, and all of the General Terms’ clauses will remain in force and completely valid for the Parties, unless these SaaS Particular Terms include complementary or different terms to those included in the General Terms.

In case of conflict between the Order Form, the General Terms and these SaaS Particular Terms, the following prevalence order will apply: (i) the Order Form; (ii) these SaaS Particular Terms; and (iii) the General Terms.

1.- SERVICE DESCRIPTION

Frenetic will provide to Client the SaaS Design Solution as is described in the respective Order Form and which will be made available to the Client during the term of the Agreement through Frenetic’s website indicated in the respective Order Form by means of a software-as-a-service subscription, in exchange for the Fees to be paid by the Client as established in the Order Form, and under the terms of the License granted herein and the Agreement.

The SaaS Design Solution (and any future SaaS Design Solution updates or upgrades that Frenetic may make available to Client from time-to-time and which are included in the defined term "SaaS Design Solution") will be deemed accepted upon Frenetic making the SaaS Design Solution (or the relevant update or upgrade) available to Client.

2.- DISCLAIMER

2.1 Frenetic (i) delivers the SaaS Design Solution 'AS IS' and disclaims and Client waives all representations, warranties, conditions or other terms (whether express, implied, or statutory), including, without limitation, any warranty, condition, or term of merchantability or fitness for a particular purpose of the SaaS Design Solution; (ii) will not be liable for any adverse consequences resulting from the inaccuracy or incompleteness of the SaaS Design Solution; and (iii) will not, under any circumstances whatsoever, be liable for any trading, investment, commercial, or other decisions based on or made in reliance on the SaaS Design Solution;

Without prejudice to the foregoing, Frenetic has taken all necessary measures, within the existing possibilities and the state of the art, to ensure the operation of the SaaS Design Solution and to minimise system failures, both from a technical point of view and in terms of the content published on the SaaS Design Solution. Frenetic will make its best efforts to warrant the correct functioning of the SaaS Design Solution, avoiding technical inconveniences, maintenance work during business hours, and any other action that may limit and/or partially interrupt the possibilities of use of the same by Client.

2.2 Frenetic does not warrant that any method of accessing the SaaS Design Solution is secure and shall have no liability whatsoever in connection with Client's method of accessing the SaaS Design Solution.

3.- FEES

Client agrees to pay to Frenetic the Fees in the amounts set forth in the respective Order Form, for whose calculation will be taken into account the number Authorized Users contracted by the Client. Client agrees

to pay a corresponding increase in the Fees as specified in the Order Form in case the Client increases the number of Authorized Users (the “**Expansion Fee**”).

The Parties agree that a reduction in usage by Client of the SaaS Design Solution shall not reduce the Fees.

4.- LICENSE

4.1 “License” means the limited, non-exclusive, non-sublicensable, non-transferable, revocable license to allow Authorized Users to access and use the SaaS Design Solution in the country where Client is located, granted from Frenetic to Client during the term of the Agreement and only for internal purposes.

Client will not use the SaaS Design Solution in any way which may be illegal or resulting in any loss of any third party’s property or data.

Client agrees that it is executing the Agreement and obtaining the License based solely upon features and functions that are currently available as of the entry into force of the Agreement, as established in the Order Form, and not in expectation of any future feature or function in the SaaS Design Solution.

Client shall be solely responsible for bearing all costs and expenses deriving from the use of the SaaS Design Solution (in particular, but not limited to, any equipment costs, access to the Internet or any expenses incurred to back up and restore any data that is lost or corrupted as a result of Client’s use of the SaaS Design Solution).

4.2 Frenetic has no obligation to develop or provide any patch, updates, additional features or functionalities to the SaaS Design Solution. Frenetic reserves the right, at its sole discretion, at any time and without any reason, prior notice or obligation or liability to Client, to:

- (i) change, upgrade, modify, limit or suspend the SaaS Design Solution or any of its related functionalities, benefits or services at any time temporarily or permanently;

- (ii) alter or adjust performance specifications for the SaaS Design Solution as it deems necessary or desirable;

- (iii) abandon further development of the SaaS Design Solution; and to

- (iv) impose limitations on access to the use of the SaaS Design Solution by Client.

4.3 With respect to the License, Client represents and warrants to Frenetic that it shall be responsible for Client's (or any other person with Client's consent, including but not limited to Authorized Users) use of the SaaS Design Solution and shall hold Frenetic harmless for any use of the SaaS Design Solution by Client (or any other person with Client's consent, including but not limited to Authorized Users) contrary to the License, the terms of the Agreement, or in violation of the rights of any third party, in accordance with the provisions of the Agreement.

4.4 During the term of the Agreement, Client acknowledges and accepts that Frenetic reserves, as a supervision and control measure, for security and integrity reasons, to verify Client's compliance with the terms of the Agreement and to prevent any inappropriate use, the right to monitor Client's use of the Services and any data or content submitted by the Client to the SaaS Design Solution. To comply with any legal obligations, Frenetic may take actions, including but not limited to removing content or denying access to the SaaS Design Solution if Frenetic reasonable believes that such actions are needed to prevent unlawful activity related to the SaaS Design Solution.

Frenetic will give Client written notice of any non-compliance, including any use of the SaaS Design Solution beyond that authorized under the Agreement and without limiting Frenetic's remedies arising from such unauthorized use, Client shall promptly:

- (i) cease such unauthorized use;
- (ii) pay Frenetic any additional fees due to the extent Client's use of the SaaS Design Solution has exceeded the number of Authorized Users purchased by the Client; and
- (iii) reimburse Frenetic's reasonable, documented costs incurred in conducting such inspection.

4.5 Client represents and warrants to Frenetic that it shall not use the SaaS Design Solution in any manner that would cause the SaaS Design Solution, in whole or in part, to become subject to any of the terms of an open source software license.

5.- INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

In addition to what is stated in clause 7 of the General Terms, the Parties agree that:

5.1 Besides the granting of the License (and such License being subject to the limitations set forth in the Agreement), nothing in the Agreement shall be construed to mean or imply an assignment or license of Frenetic's Intellectual Property Rights to Client.

5.2 Client shall not, and will not allow or induce any third party to (including, without limitation, any Authorized User), under any circumstances, without this list being limitative of any kind of misuse of the SaaS Design Solution by Client:

remove or alter any Intellectual Property Rights notices in the SaaS Design Solution;

reverse engineer, decompile, disassemble or translate the SaaS Design Solution, or otherwise attempt to derive source code, trade secrets or know-how in or underlying the SaaS Design Solution or any portion thereof;

sublicense, resell, rent, lease, distribute or in any other way transfer rights or usage to the SaaS Design Solution or any copy thereof;

act as a service provider of the SaaS Design Solution to third parties;

interfere with, modify, disrupt or disable features or functionality of the SaaS Design Solution, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the SaaS Design Solution;

alter, modify, translate, adapt in any way, or prepare any derivative work based upon the SaaS Design Solution;

use the SaaS Design Solution for any illegal, unauthorized or otherwise improper purposes; or

access the SaaS Design Solution in order to build a similar or competitive product or service.

5.3 The SaaS Design Solution will be made available to Client under the Agreement in object code only; no source code is provided to Client under the Agreement. The SaaS Design Solution is licensed, not sold, and Frenetic retains all rights not expressly granted under the Agreement. Frenetic owns all right, title and interest in and to the SaaS Design Solution (and any copies, modifications, derivative works or enhancements thereof), including but not limited to all Intellectual Property Rights therein. Client agrees not to do anything inconsistent with such ownership.

5.4 Frenetic will retain all right, title and interest in and to the SaaS Design Solution and related documentation and materials, including, without limitation, all patent, copyright, trademark, and trade

secret rights, embodied in, or otherwise applicable to the SaaS Design Solution, whether such rights are registered or unregistered, and wherever in the world those rights may exist.

Client shall not commit any act or omission, or permit or induce any third party to commit any act or omission inconsistent with Frenetic or its licensors' rights, title and interest in and to the SaaS Design Solution and the intellectual property rights embodied therein or applicable thereto. All materials embodied in, or comprising the SaaS Design Solution, including, but not limited to, graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the SaaS Design Solution and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the SaaS Design Solution ("**Frenetic Trademarks**"), are all owned by Frenetic; Client is expressly prohibited from using or registering the Frenetic Trademarks unless Frenetic provides its prior written and express consent.

5.5 Client acknowledges that third party software ("**Third Party Software**") is embedded in, or otherwise provided with the SaaS Design Solution. Third Party Software is expressly excluded from the defined term "SaaS Design Solution" as used throughout the Agreement. Client's use of the Third Party Software is subject to the applicable third party license terms and such Third Party Software is not licensed to Client under the terms of the Agreement.

5.6 Always without prejudice to Frenetic's Intellectual Property Rights and Pre-Existing Rights, and only when the Client has paid to Frenetic all the Fees and Expenses due under the Agreement, Frenetic will provide the Client with a worldwide, revocable, non-transferable, non-sublicensable, non-exclusive license, for the maximum time permitted by the Spanish Intellectual Property Law, over the customised magnetic products and/or components designed by the Client through its use of the SaaS Design Solution, to copy, use, modify, make products derived from them (the "**Designs License**"). The rights granted to the Client under the Designs License are limited exclusively to the Client's internal use. Any other Intellectual Property Rights over the the customised magnetic products and/or components designed by the Client through its

use of the SaaS Design Solution shall remain the property of and/or be transferred to Frenetic, the Client being obliged to obtain, where appropriate, the necessary authorisations for such a transfer. Frenetic shall be free to use the customised magnetic products and/or components designed by the Client through its use of the SaaS Design Solution, its knowledge, skills and experience and any ideas, concepts and techniques that have been used in the provision of the SaaS Design Solution.

6.- AUTHORIZED USERS

6.1 Unless otherwise agreed in the respective Order Form, Client shall designate one (1) employee or agent ("**Administrator**") who shall designate other such employees or agents who are authorized by Frenetic to access or use the SaaS Design Solution on Client's behalf and subject to the number of users contracted by the Client through the respective Order Form (each, including the Administrator, an "**Authorized User**").

6.2 The Administrator will designate Authorized Users and assign to each such Authorized Users a unique user identification ("**User ID**") and a corresponding access code ("**Access Code**"). Client shall take appropriate steps to maintain, and to ensure that each Authorized User maintains the confidentiality of the User ID and Access Code assigned thereto.

Unless otherwise agreed in the Order Form, Client shall not permit any person to access the SaaS Design Solution other than an Authorized User accessing the SaaS Design Solution and the Client accepts and agrees that User IDs and Access Codes cannot be shared or used by more than one Authorized User nor by different devices, so any concurrent and coincident use of User IDs and Access Codes is expressly prohibited.

6.3 Client shall notify Frenetic of the designation of Authorized Users and any changes to such designation(s) (including the termination of the authorization or employment of any then current Authorized Users). Notwithstanding the foregoing, Frenetic shall have the right in its reasonable discretion to terminate any Authorized Users' access to the SaaS Design Solution.

6.4 Client shall at all times be responsible for:

- (i) any access to or use of the SaaS Design Solution by its Authorized Users;
- (ii) any breach by any representative of Client (including any Authorized Users) of any obligation of Client under this Agreement;
- (iii) any unauthorized access to or use of, or any loss or theft of, any User ID or Access Code assigned to any of its Authorized Users; and
- (iv) any unauthorized use of the SaaS Design Solution by any person through Client's facilities or on Client's behalf.

6.5 Upon becoming aware of any improper use of the SaaS Design Solution by any representative (including any Authorized Users) or by any other person through Client's facilities or on Client's behalf, Client shall:

- (i) promptly notify Frenetic thereof;

- (ii) take immediate actions to terminate such improper use, including by terminating such Authorized User access the SaaS Design Solution; and

- (iii) provide Frenetic with such assistance as reasonably requested by Frenetic in investigating and remedying the consequences of such improper use.

6.6 Client shall notify Frenetic through the email address included in the respective Order Form if the Client suspects or is informed of the existence of any unlawful or illegal feature or content in the SaaS Design Solution, including features or content that may infringe the intellectual property rights of third parties.

6.7 Client shall comply with all reasonable security specifications or requirements of Frenetic (of which Frenetic shall give prior notice to Client) to prevent the SaaS Design Solution from being improperly used or accessed.