

## Westech Solar End User License Agreement (EULA)

### 1. Licence Scope and Application

1.1 This End User License Agreement (referred to as "**EULA**") between You and Westech Solar (UK) Ltd ("Westech") governs Your utilisation of the Software and Cloud Services ("Westech Technology") provided by Westech. This agreement also incorporates any specific terms related to products that may be applicable to certain Westech Technology. Definitions of capitalised terms can be found in Section 13 (Definitions).

1.2 By downloading, installing, or using the Westech Technology, You agree to be bound by this EULA. You may also express Your agreement explicitly to this EULA.

1.3 If You lack the authority to enter into this EULA or disagree with its terms, refrain from using the Westech Technology.

### 2. Utilising Westech Technology

2.1 **License and Usage Rights:** Westech provides You with a non-exclusive, non-transferable license to use the Software and the right to utilise the Cloud Services. This is for Your direct benefit during the Usage Term and as specified in Your Entitlement and this EULA (collectively referred to as "Usage Rights").

2.2 **Beta and Trial Use:** If You are granted Usage Rights for Westech Technology on a trial, evaluation, beta, or other free-of-charge basis ("Evaluation Software and Services"):

(a) You can use the Evaluation Software and Services temporarily for the duration indicated by the license key or specified by Westech in writing. If no period is mentioned, use is limited to 30 days after You receive access to the Evaluation Software and Services.

(b) Westech can cease providing the Evaluation Software and Services at its discretion, after which You must immediately discontinue their use.

(c) The Evaluation Software and Services might not have undergone Westech's standard testing and quality assurance processes and may contain errors or issues. Unless explicitly agreed upon in writing by Westech, You must not put Evaluation Software and Services into production use. Westech provides Evaluation Software and Services "AS-IS" without warranties, and Westech is not liable for any problems arising from Your use of them.

2.3 **Software Upgrades and Additional Copies:** You may only use Upgrades or additional copies of the Software beyond Your Entitlement if You have the appropriate rights under a support agreement or if You have purchased the right to use them separately.

### 3. Additional Usage Conditions

3.1 **General Westech Technology Use: You must not:**

(a) transfer, sell, sublicense, monetise, or make Westech Technology's functionality available to third parties;

- (b) alter, remove, or conceal any product identification, copyright, or proprietary notices;
- (c) reverse engineer, modify, disassemble, or create derivative works from Westech Technology; or
- (d) use Westech Content beyond the scope of Your permitted use of Westech Technology.

### **3.2 Cloud Services: You must not:**

- (a) interfere with other customers' access to the Cloud Service;
- (b) engage in activities that disrupt the Cloud Service, such as denial-of-service attacks or distribution of malware;
- (c) create usage spikes that negatively affect the Cloud Service's operation; or
- (d) submit data not covered in the applicable Documentation.

### **3.3 Changes to Westech Technology**

(a) **Changes to Cloud Services:** Westech can enhance or refine Cloud Services, but will not materially reduce core functionality, except as stated in Section 3.3(b) (End of Life). Westech may also perform scheduled maintenance, and occasionally emergency maintenance, which could temporarily suspend Your access to the Cloud Service.

(b) **End of Life:** Westech may discontinue Westech Technology, including functionalities, by providing notice on <https://www.westech-solar.co.uk>.

## **4. Title**

**4.1 Ownership:** Westech Technology is licensed and not sold to you. All rights not expressly granted to you in the Agreement are reserved and retained by Westech. All now known or hereafter known tangible and intangible rights, title, interest, copyrights and moral rights in and to the Software, including but not limited to intellectual property rights, all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by Westech. The Software is protected by all applicable copyright laws and international treaties. Except for those rights expressly granted in this EULA, no other rights are granted, whether express or implied.

**4.2 User-Generated Content Agreement:** As a user of Westech Technology, you have the ability to contribute your own content ("Licensee Content"). Westech Technology serves as a passive platform for Licensee Content. You bear sole responsibility for all Licensee Content and the consequences of sharing it. Westech does not validate the accuracy, quality, content, or legality of Licensee Content. The role of Westech does not encompass the prevention or detection of intellectual property rights infringement or non-compliance with applicable laws. Westech shall not be held directly or indirectly liable for any harm or loss purportedly arising from or related to Licensee Content. By submitting Licensee Content, you grant us authorisation to employ such content in our promotional materials and marketing campaigns for a period of fifty (50) years, starting from the date when the specific Licensee Content was initially uploaded to Westech Technology.

## **5. Confidential Information and Data Use:**

We collect your contact information and information about your purchase to manage your account and fulfil your Orders. We also process information necessary to facilitate the delivery of the Software, including verifying compliance with the terms of this EULA, invoicing, and providing

Support Services and Software configuration, performance and usage data for the purposes of improving Westech Technology products and services and user experience, and other analytics purposes. Westech may monitor Licensee's use of Westech Technology and compile Licensee Content and Licensee Data with other Content or data in an aggregate and anonymous manner to derive statistical and performance information related to the provision and operation of the Westech Technology. Westech retains all rights, title and interest in and to such statistical and performance information. To the extent any of that data includes information which identifies an individual, we will process that information in accordance with Westech's Privacy Policy available at <https://www.westech-solar.co.uk/privacy>.

**6. Indemnification:** Westech commits to defending You against any third-party claims that arise due to Your valid use of Westech Technology as outlined in Your entitlement, which leads to an infringement of a third party's patent, copyright, or registered trademark (referred to as an "IP Claim"). In such cases, Westech will indemnify You against any final judgments from a court of competent jurisdiction or settlements stemming from such IP Claims, subject to the following conditions:

- (a) You must promptly inform Westech in writing about the IP Claim.
- (b) You are expected to fully cooperate with Westech in the defence of the IP Claim.
- (c) You grant Westech the exclusive right to control the defence, settlement, and any subsequent appeal related to the IP Claim.

Westech is not obligated to reimburse You for any legal fees or costs incurred prior to Westech receiving notification of the IP Claim. You have the option to retain Your own legal representation at Your expense.

Westech's obligations do not extend to IP Claims arising from the following circumstances:

- (a) Your compliance with Your or a third party's provided designs, specifications, or requirements.
- (b) Modifications made by You or a third party to any Westech Technology.
- (c) The extent or duration of Your use of the Westech Technology, Your generated revenue, or the services You offered.
- (d) The combination, operation, or use of Westech Technology with non-Westech products, software, or business processes.
- (e) Your failure to comply with Westech's modification or replacement requirements for the Westech Technology.
- (f) Any Westech Technology provided on a no-charge, beta, or evaluation basis.

This Section 6 comprehensively outlines Westech's obligations and Your exclusive recourse concerning any IP Claims brought against You.

## **7. Warranty and Warranty disclaimer**

**7.1 Warranty:** Westech guarantees that the Software will, for a period of ninety (90) days following notice of availability for electronic download or delivery (“Warranty Period”), substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than Westech or Westech’s authorised representative. Westech will, at its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, either replace the Software or correct any reproducible error in the Software reported by you in writing during the Warranty Period. If we determine that we are unable to correct the error or replace the Software, we will refund the fees paid for that Software, and the License for that Software will terminate.

**7.2 Disclaimer of Warranties:** Apart from the warranties explicitly outlined in this Agreement, to the fullest extent permitted by Applicable Law, Westech renounces all types of warranties, whether express or implied. This includes warranties and conditions established by law, warranties of merchantability, non-infringement, or suitability for a specific purpose.

**8. LIMITATION OF LIABILITY:** WITHIN THE BOUNDS ALLOWED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY ACCORDING TO THIS AGREEMENT, WHETHER GROUNDED IN CONTRACT, TORT, OR ANY OTHER LAWFUL OR EQUITABLE PRINCIPLE, WILL BE CONFINED TO THE SUMS PAID BY LICENSEE FOR THE SERVICE THAT LED TO THE CLAIM, WITHIN THE THREE (3) MONTHS LEADING UP TO THE INITIAL EVENT GIVING RISE TO LIABILITY.

**9. EXCLUSION OF DAMAGES:** AS FAR AS PERMITTED BY APPLICABLE LAW, NEITHER LICENSEE NOR WESTECH SHALL BEAR RESPONSIBILITY UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) THE LOSS OF UTILISATION, DATA, BUSINESS, REVENUE, OR PROFITS (WHETHER DIRECT OR INDIRECT IN EACH INSTANCE), EVEN IF IT WAS KNOWN OR SHOULD HAVE BEEN ANTICIPATED THAT SUCH DAMAGES MIGHT OCCUR. THESE FOREGOING EXCEPTIONS WILL NOT BE APPLICABLE TO THE INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS OF EITHER PARTY.

#### **10. Termination and Suspension:**

**10.1 Suspension:** Westech reserves the right to promptly suspend Your Usage Rights should You violate any of the provisions outlined in this EULA.

#### **10.2 Termination:**

(a) In the event of a substantial breach of this EULA by either party, where the breaching party fails to remedy the breach within 30 days of receiving written notice, the non-breaching party may validly terminate this EULA with cause.

(b) Westech may immediately terminate this EULA if You violate any of the terms.

(c) Upon the termination of this EULA, You must cease all usage of Westech Technology and eradicate any instances of Software and Confidential Information under Your control.

## 11. Waiver and amendment or modification

No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may be only modified in accordance with the section titled "Changes to Westech Technology".

## 12. Disclaimer:

**12.1 Survival:** All disclaimers, indemnities, and exclusions within the Agreement will endure beyond the termination of the EULA. They shall remain in effect during periods of suspension or any instance when the Site is unavailable for your use, regardless of the cause.

**12.2 Benefit of the Parties:** Except as otherwise stated herein, the terms and conditions of this Agreement will benefit and bind the respective successors and assigns of the Parties. This Agreement, whether explicitly or implicitly, does not intend to grant rights, remedies, obligations, or liabilities to any party other than the parties mentioned here or their respective successors and assigns.

**12.3 Transfer:** Without written consent from the other party, neither party may assign its rights and obligations under this Agreement. However, Westech has the privilege to assign its rights and obligations under this Agreement to an Affiliated Entity, where "Affiliated Entity" refers to any other entity or Person who, directly or indirectly, controls, is controlled by, or is under common control with such entity or person.

**12.4 Legal Jurisdiction:** The Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction to hear all disputes arising in connection with the Agreement.

**12.5 Headings and Subheadings:** The headings and subheadings used in this Agreement are solely for convenience and should not be considered when interpreting or construing this Agreement.

**12.6 Communications:** All notices and other communications under this Agreement must be in writing and are considered effectively delivered: (i) upon personal delivery to the notified party, (ii) when sent via confirmed electronic mail during the recipient's normal business hours, or the next business day if sent outside those hours, (iii) five (5) days after being sent by registered or certified mail with return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

**12.7 Amendments and Waivers:** Unless otherwise specified, any term of this Agreement can be modified or any term can be waived (either generally or in a particular instance, retroactively or prospectively) only with the mutual written consent of the Parties.

**12.8 Severability:** If one or more provisions of this Agreement are deemed unenforceable under Applicable Law, such provisions will be excluded from this Agreement, and the remaining Agreement will be interpreted as if those provisions were excluded, remaining enforceable according to their terms.

**12.9 Entire Agreement:** This Agreement (including schedules, attachments, exhibits, and appendices) and referenced documents constitute the entire agreement among the parties. No party is liable or obligated to any other party in any way beyond what is specifically outlined in this Agreement.

**12.10 Dispute Resolution:** The parties will initially seek to resolve all claims, disputes, or controversies arising from this Agreement through good faith negotiations. If such negotiations fail, the parties agree to submit to the jurisdiction of the Courts of England and Wales.

**12.11 Force Majeure:** Westech is not liable under this agreement if prevented or delayed in performing its obligations due to events beyond its reasonable control. This includes strikes, natural disasters, acts of God, war, government orders, and other unforeseeable circumstances.

**13. Definitions:** This section provides definitions for terms used throughout the agreement.

**"Documentation"** refers to the official technical specifications and instructional materials published by Westech. These materials define the functionalities and capabilities of the relevant Westech Technology.

**"Entitlement"** pertains to the specific metrics, duration, and quantity of Westech Technology that you are granted or commit to acquiring through individual purchases.

**"Malware"** is code that is created or intended to disrupt or hinder the normal operation of networks, systems, Software, or Cloud Services. It also includes code designed to provide unauthorised access, except when it's part of Westech's security products and used as intended.

**"Software"** refers to Westech's computer programs, which encompass Upgrades, firmware, and the accompanying Documentation.

"**Upgrades**" encompass all updates, enhancements, bug fixes, error corrections, and other modifications made to the Software.

"**Usage Term**" signifies the period that starts on the Delivery Date and continues until the Entitlement expires or is terminated. During this time, you have the right to use the relevant Westech Technology.

"**User**" denotes individuals, including contractors or employees, who are authorised to access and use Westech Technology on your behalf as part of your Entitlement.

"**You**" represents the individual or legal entity that is obtaining Usage Rights for Westech Technology.