
PATENTS LICENSE AGREEMENT

THE UNDERSIGNED:

[Renault Group]

A company established under the laws of [.]
Having its registered office at [.]

Duly represented by [.] in her/his capacity as [.] having all the powers to do so.

Hereinafter referred to as “RENAULT” or the “Licensor”

On the one hand

AND

[Name of the Company]

A company established under the laws of [.]
Having its registered office at [.]

Duly represented by [.] in her/his capacity as [.] having all the powers to do so.

Hereinafter referred to as the “Licensee”

On the other hand

RENAULT and Licensee hereinafter collectively referred to as the “Parties” and individually as a “Party”

WHEREAS:

As a leading automobile manufacturer, Renault Group prioritizes the safety of its passengers and more generally of all road users.

Renault Group notably developed innovative devices, enabling firefighters to access quickly and easily the inside of batteries of electric vehicles, so as to introduce an extinguishing agent and thereby mitigate any risk of thermal runaway or fire, the Fireman Access.

Renault Group has also launched the Human First Program to increase the safety of road users all over the world.

As part of this initiative, to ensure that a portion of Renault Group's research and development investments regarding safety benefit the widest possible audience, Renault intends to grant all interested parties a right to use its patents related to the Fireman Access, without requesting any financial compensation.

To promote the safety of all road users, Renault Group intends to create a beneficial dynamic and initiate a community among the actors of mobility: hence, any party interested in the implementation of the Fireman Access shall undertake to provide a right to use its owned patents improving the Fireman Access under the conditions defined as in this Agreement.

Licensee is interested in acquiring and providing such rights of use.

Consequently, the Parties undertakes to comply with the specific terms and conditions hereafter:

1 – DEFINITIONS

When used in this Agreement with a capital letter, the following terms shall have the meanings set forth below:

- **“Agreement”** shall mean the present patents license agreement and its appendices.
- **“Affiliate(s)”** shall mean any entity that is directly or indirectly Controlled by, Controls or is under Common Control with a Party. For the purposes hereof, the terms “Controlled” and “Control” mean the direct or indirect holding of a majority of the voting rights or management power, whether through the power to appoint, remove or direct the administrative, management or supervisory bodies of such entity by virtue of a contractual agreement or otherwise.
- **“Improvement Patent** shall mean any Patent, anywhere in the world, which covers an invention related to the access of firefighters to the battery of electric vehicles.
- **“Licensed Patents”** shall mean the Patents listed in Appendix 1 related to the Fireman Access owned by the Licensor.
- **“Community”** shall mean the Licensor, the Licensee and any other licensee of the Licensed Patents, as may be published from time to time by the Licensor, the list of which may be requested by the Licensee to the Licensor.

- **“Patent”** shall mean any patent, patent application, or utility model, along with any continuation, continuation-in-part, divisional, re-examined or re-issued patent, foreign counterpart or renewal or extension of any of the foregoing.
- **“Territory”** shall mean the territories where any Licensed Patent is in force.

2 – CONTRACTUAL DOCUMENTS

The relations between the Parties are governed by:

- the provisions of this Agreement,
- the appendices attached hereto,

In the event of any conflict or inconsistency between the provisions of this Agreement and of appendices or the abovementioned contractual documentation, the terms of the Agreement shall prevail.

3 – SCOPE OF THE LICENSE

The Licensor grants the Licensee a non-exclusive, non-sublicensable, royalty-free license to any use of the Licensed Patents in the Territory for the duration of protection of the Licensed Patents.

The license granted hereunder is personal to Licensee and shall not be sub-licensed, transferred, or assigned by the Licensee without the prior written consent of Licensor.

The license granted to the Licensee covers only the Licensed Patents. The Licensor will not provide any further documents, plans, drawings or assistance of any kind to the Licensee.

4 – IMPROVEMENT PATENTS

The Licensor and the Licensee hereby undertake to, and procure that their Affiliates shall, grant to any member of the Community to use their own Improvement Patents under substantially same terms and conditions as this Agreement, upon request of such members of the Community. The Licensee is free to copy and use this Agreement to make available its Improvement Patents to the Licensor and third parties.

5 – PATENT MANAGEMENT AND INFRINGEMENT

The Licensee shall notify in writing the Licensor as soon as reasonably practicable of:

- (i) any conduct of a third party that the Licensee reasonably believes to be an infringement, misappropriation or other violation of any right in the Licensed Patents;
- (ii) any allegations made by a third party that any right in the Licensed Patents is invalid, subject to cancellation or unenforceable;
- (iii) any allegations made by a third party that any right in the Licensed Patent infringes, violates or is misappropriation of any right of a third party.

The Licensor shall have the sole right, but not the obligation, to prosecute, defend, answer to any claim or action, or take any other action in such events referred to in (i) and (ii) above, before any relevant administrative or judicial court.

In the event the Licensee is subject to claim referred to in (iii) above in relation to its use of the Licensed Patents, Licensor shall have no obligation to assist, warranty or defend the Licensee. In any event, the Licensee shall not admit in any form of liability, obligation, or restriction of, in relation to or on behalf of the Licensor under any circumstance.

The Licensor may, at its sole discretion, decide to file, maintain, abandon, extend any of the patents and patent applications of the Licensed Patents in any Territories during the Agreement term.

6 – NO WARRANTY

THE LICENSED PATENTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR NON-INFRINGEMENT.

The use of the Licensed Patents by the Licensee will be under the sole responsibility of the Licensee. The Licensee assumes the entire risk as to the use, quality and performance of the Licensed Patents. This disclaimer of warranty is an essential part of this Agreement and a condition for the grant of any rights granted under this Agreement.

The Licensor shall not assume any warranty and liability that the granted Licensed Patents remain in force and pending patent applications will be granted.

7 – EXCLUSION OF LIABILITY

This disclaimer of liability is an essential part of this Agreement and a condition for the grant of any rights under this Agreement.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW THE LICENSOR SHALL BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE LICENSED PATENTS, INCLUDING BUT NOT LIMITED TO CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR LOSS OF DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Licensee agrees that the foregoing limitations are reasonable due to the non-financial nature of the transaction contemplated in this Agreement, and acknowledge that, without these limitations, the Licensor would not have been willing to enter into this Agreement.

The Licensee assumes all responsibility and risk for the use of the Patents.

8 – COMMUNICATION

The Licensee shall indicate in any communication or publication related to its use of the Licensed Patents that it benefits from the "Human First Program" by Renault Group, and shall be consequently authorized, for strict extent necessary for this communication, to use any trademarks "HUMAN FIRST PROGRAM" and "FIREMAN ACCESS" owned by the Licensor for this sole purpose.

The Licensee hereby agrees that Licensor shall have the right to publicly communicate the list of all licensees of the Licensed Patents, including the Licensee.

Other than permitted under this article, nothing in this Agreement shall be interpreted as allowing a Party to any use of any trademark of the other Party.

9 – ANTI-CORRUPTION

[Subject to Renault Group internal compliance review – This article could be revised depending on this review]

9.1 Prevention of corruption and influence peddling

9.1.1 - Commitments

Within the scope of this Agreement, the Parties warrant that they comply and undertake to comply, throughout the term of this Agreement, with applicable laws and regulations relating to corruption and influence peddling, namely French law as well as any relevant laws and regulations applicable to either Party.

Within the scope of this Agreement, the Parties shall cause their directors, corporate officers, employees, agents, consultants and third parties acting on their behalf to comply with the above-mentioned obligations. The Parties represent that to their knowledge, after having carried out the necessary verifications, their main shareholders holding directly or indirectly 25% or more of their share capital or their voting rights, comply with these same obligations.

9.1.2 In the event of non-compliance by one of the Parties with the provisions of Article 9.1.1 and provided that the reported breach can be remedied, this Party undertakes to implement, at its expense, sufficient corrective measures within thirty (30) calendar days.

9.2. Information exchange and remediation

9.2.1 Each of the Parties undertakes to provide upon first request of the other Party the relevant information enabling the requesting Party to verify that the requested Party complies with the provisions of Article 9.1.

9.2.2 In case of non-compliance by one Party with Article 9.1 and provided that this breach can be remedied, the other Party may request it to implement sufficient corrective measures, at its expense, within thirty (30) calendar days from the day of the request, or terminate this Agreement under the conditions provided for in Article 9.3 below.

9.3 Termination of the Agreement

In the event of breach by a Party of the provisions of Articles 9.1 and / or 9.2 (hereafter a “**Defaulting Party**”), the other Party (hereafter a “**Non-Defaulting Party**”) may, at its discretion, automatically terminate this Agreement, under the conditions described below.

The Non-Defaulting Party shall notify the termination of this Agreement to the Defaulting Party by letter registered with acknowledgment of receipt. The termination shall be effective immediately from the date of the first presentation of the registered letter with acknowledgment of receipt and shall take place without any compensation being due to the Defaulting Party and without prejudice to any damages the Non-Defaulting Party may be entitled to claim.

10. TERM AND TERMINATION

The Agreement shall come into force upon signing by both Parties and shall remain in force for the whole duration of protection of the Licensed Patents, unless terminated earlier in the conditions set forth in this article.

The Agreement may be terminated automatically by either of the Parties, subject to a thirty (30) days prior notice to the other Party by registered letter with acknowledgement of receipt, in the event of a breach by the other Party of any of its contractual obligations and if the latter does not remedy said breach within thirty (30) days from the date of receipt of the registered letter sent by the Party invoking the breach. The application of this article shall not constitute a waiver by the Party invoking the breach of any claim for damages which may be brought against the defaulting Party. Upon termination, Licensee shall immediately cease use of the Licensed Patents.

In addition, the Licensor may terminate the Agreement without notice in the event of a change of effective control of the Licensee.

11- PERSONAL DATA PROTECTION

Within the scope of this Agreement, the Parties shall act as independent data controllers when processing personal data of the employees and contractors of the other Party for the purposes of administrative management of the Agreement and business management of their relationships.

The Parties undertake to comply with the obligations of Regulation No. 2016/679, known as the General Data Protection Regulation (GDPR), adopted on April 27, 2016, as well as all other applicable national, European, or international laws and regulations regarding the protection of Personal Data and privacy.

In the event that the Parties are required to collect and process personal data for purposes other than those mentioned above, the Parties undertake to conclude a specific data protection agreement.

12 - ENTIRE AGREEMENT AND AMENDMENTS

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations negotiations (whether written or otherwise) and discussions between the Parties relating thereto.

This Agreement shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties.

13 – SEVERANCE

The provisions of this Agreement are severable, and if any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

14 – NOTICE

For the purposes of performance of this Agreement, the Parties' addresses for notice are those stated at the beginning hereof. Any change in these addresses shall be communicated to the other Party by registered letter with acknowledgement of receipt.

15 – UNFORSEEABLE CIRCUMSTANCES

The Parties agree not to apply to this Agreement the provisions of Article 1195 of the French Civil Code (Code civil) relating to unforeseeable circumstances.

16 – RELATIONSHIP BETWEEN PARTIES

Each Party is and shall remain solely responsible for its representatives. Neither Party may be considered to be the agent, or representative of the other Party within the framework of the Agreement, it being understood that each Party acts in its own name and on its own behalf.

17 - GOVERNING LAW AND COMPETENT COURT

This Agreement shall be governed by and construed in accordance with the laws of France, without regard to its conflict of law principles. Any disputes arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the Paris Civil Court ("*Tribunal Judiciaire de Paris*").

18 – ASSIGNMENT

The Licensor shall be entitled to assign this Agreement to any of its Affiliates to which the Licensed Patents are transferred.

Other than contemplated in this article, neither Party may assign or transfer the Agreement or all or part of its rights and/or obligations under this Agreement in any way whatsoever to a third party without the other Party's prior written consent.

19 – ELECTRONIC SIGNATURE

Each Party agrees that this Agreement can be signed via an electronic signature service (e.g. DocuSign) which will ensure the security and integrity of the digital copies of this Agreement in accordance notably with Articles 1366 and 1367 of the French Civil Code, Decree No. 2017-1416 of 28 September 2017 on electronic signatures and Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

Each Party agrees to take all appropriate steps to ensure that the electronic execution of this Agreement is performed by its duly authorized representative for the purposes hereof. Each Party hereby acknowledges and agrees that its execution of this Agreement through the aforementioned electronic process is made with full knowledge of the technology implemented, its terms of use and the laws and regulations pertaining to electronic signatures and, therefore, irrevocably and unconditionally waives any and all rights that such Party may have to bring any claim and/or action, directly or indirectly, arising out of or relating to the reliability of said electronic signature process and/or evidence of its intent to enter into this Agreement in this regard.

Signature page to follow

Signature page

For Licensor

Mr./Ms [.]
Position: [.]
Location:
Date:

For Licensee

Mr./Ms [.]
Position: [.]
Location:
Date:

FOR FIREMAN ACCESS PROGRAM ONLY

APPENDIX 1 – List of Licensed Patents

**Family 1:
FR3088486 Granted**

**Family 2:
FR3093864 Granted
EP3939101 Pending
US-2022-0216577-A1 Granted
CN 113557629 A Pending
JP2022-522831 Pending
KR2021-138062 Pending**

**Family 3:
FR3105598 Pending
EP3838655 Pending**

**Family 4:
FR3143534 Pending
WO2024/126513 Pending**

**Family 5:
FR2314462 Pending – Not published yet**

**Family 6:
FR2405063 Pending - Not published yet**

FOR FIREMAN ACCESS PROGRAM ONLY