

SOLARMAN OpenAPI Developer Agreement

Effective as of April 1, 2024 (hereinafter referred to as the "Effective Date"), IGEN Co., Ltd. (hereinafter referred to as "SOLARMAN") has updated this Application Developer and API License Agreement (hereinafter referred to as the "Agreement"). If you are a new user, this Agreement shall become effective on the Effective Date. If you are an existing user, SOLARMAN will provide you with prior notice that these amendments shall become effective on July 1, 2024.

Upon your acceptance of this Agreement, whether by accessing or using the API, or by authorizing or permitting any person to access or use the API, you hereby acknowledge and agree to be bound by the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company, organization, or other legal entity (the "Entity"), your acceptance shall constitute an agreement by such Entity to be bound by the terms of this Agreement, and you represent and warrant to SOLARMAN that you have the authority to bind the Entity and its affiliates to the terms hereof. In such event, the terms "User," "You," "Your," or any related terms used in this Agreement shall refer to such Entity and its affiliates. If you do not possess such authority, or if you do not agree with the terms of this Agreement, please refrain from accepting this Agreement and from accessing or using the API, as any such action will be deemed acceptance of the terms and conditions hereof. If you have any questions regarding the provisions of this Agreement, please direct your inquiries to the SOLARMAN customer service via the email address: customerservice@solarmanpv.com, and SOLARMAN will provide you with an explanation of the terms and conditions.

1. Definitions

In this Agreement, the following terms shall have the meanings set forth below:

"API" shall refer to the OpenAPI services provided by SOLARMAN through the SOLARMAN platform (hereinafter referred to as the "Platform"), as well as any accompanying or related documentation, source code, software development kits (SDKs), executable applications, and other materials furnished by SOLARMAN.

"Service Agreement" shall denote the agreement titled "Service Agreement" that you enter into with SOLARMAN on the Platform.

"Application" shall mean any web-based or other software services, applications, or themes developed by you, whether paid or unpaid, that utilize the API or interact with it, or otherwise engage with the Services, and are authorized for publication in accordance with the terms of this Agreement.

"Intellectual Property Rights" shall encompass patents, inventions, copyrights, trademarks, domain names, trade secrets, proprietary technologies, and any other intellectual property rights and/or proprietary rights.

"Internal Use" shall pertain to the use of the API for the internal business purposes of the User, as per the Service Agreement upon subscription to the Services.

"Market" shall refer to the code or application marketplace or other aggregators or public repositories provided and operated by SOLARMAN.

"Paid Application" shall denote any Application that you publish, for which Subscribers pay you and/or SOLARMAN a license fee for the use, access, and/or deployment of such Application.

"Privacy Policy" shall mean the privacy policy published by SOLARMAN on January 24, 2023.

"Publish/Release/Disseminate" shall indicate the act of making any Application available to Subscribers other than the

User, or for any purpose beyond the internal use as a Subscriber.

"User" shall refer to individuals, legal persons, unincorporated organizations, and the like, who have agreed to enter into the Service Agreement and utilize the services provided by SOLARMAN.

"Subscriber" shall mean individuals, legal persons, unincorporated organizations, and the like, who enter into service terms, privacy statements, or similar agreements with the User and utilize the Applications developed by the User.

"Theme" shall denote an Application that permits Users to present customized or non-default appearances and functionalities within the SOLARMAN Guide or Help Center features.

2. Purpose and License

2.1. You shall use and access the API for the purpose of developing, implementing, and publishing Applications. Your access to and use of the API for internal use shall be subject to the terms of this Agreement and any other restrictions and policies of SOLARMAN pertaining to the API. This Agreement shall also apply to any Applications you publish that do not utilize the API or do not interact with the API but engage with the Services provided by SOLARMAN.

2.2. Subject to your compliance with the terms of this Agreement (including the restrictions set forth in Section 3), SOLARMAN hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license, for the term defined in Section 13, to (a) use and invoke the API to develop, implement, and publish Applications, solely for Applications related to the Services you utilize; (b) utilize and display the SOLARMAN marks solely for the purpose of identifying that the service data originates from the Services provided by SOLARMAN; and (c) sell the Applications through the Market.

2.3. You hereby grant SOLARMAN a non-exclusive, worldwide, fully paid-up, royalty-free license to (a) promote, sell, distribute, use, execute, and display such Applications; and (b) allow others to access, install, purchase, and (in the case of downloadable software Applications) download such Applications through the Market. You further grant SOLARMAN a non-exclusive, worldwide, fully paid-up, royalty-free license to use your name, Application name, and related identifiers (collectively referred to as "User Identifiers") solely for the purpose of enabling SOLARMAN to exercise its rights and fulfill its obligations under this Agreement. Should your trademark usage policy have been communicated to SOLARMAN, any use of User Identifiers shall conform to your reasonable trademark usage policy.

2.4. SOLARMAN shall possess, and you hereby convey to SOLARMAN a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, and perpetual license to implement, utilize, modify, commercially exploit, incorporate into any of SOLARMAN's products or services (including the Services and/or the API), and/or employ in any manner any suggestions, enhancement requests, recommendations, or other feedback received from Users.

3. Fees

3.1. SOLARMAN shall charge fees based on the varying needs of its users. The specific fee standards and billing models will be published on the platform's website, and users are advised to stay informed.

3.2. SOLARMAN reserves the right to alter the fee standards at any time based on operational requirements and will provide notice to you via text message, email, and platform notifications at least 30 days in advance. Any such changes shall become effective 30 days after the date of notification. Should

you not agree with the revised fee standards, you must cease usage immediately; continued use shall be construed as acceptance of the revised fee standards.

3.3. Any free quota or services provided by SOLARMAN shall not be construed as a waiver of SOLARMAN's right to charge fees in the future.

4. Restrictions and Liabilities

You shall adhere to the following restrictions and fulfill the responsibilities set forth in this Agreement:

4.1. In using the API and service data, as well as in publishing Applications, you must comply with the provisions of this Agreement, the Privacy Policy, and the general API policies. When using SOLARMAN's marks, you must also adhere to all restrictions set forth in this Agreement and the "Trademark Usage Guidelines." If SOLARMAN discovers that you have violated or attempted to violate any term, condition, or principle of this Agreement, SOLARMAN may temporarily or permanently revoke the permissions granted to you under this Agreement.

4.2. To use and access the API, you must obtain an API credential ("token") by becoming a user. Users shall not share their tokens with any third party, must ensure the confidentiality and security of the token and all login information, and shall use the token as the sole means of accessing the API.

4.3. Your Application shall not substantially replicate the products or services provided by SOLARMAN. On this basis, both parties agree that either party may develop and publish Applications that are similar to or otherwise compete with the other party's Applications. Applications shall not use or access the API or services to monitor the availability, performance, or functionality of the API or services, nor shall they be used for any benchmarking purposes.

4.4. Applications shall not display any form of advertising within or in connection with any service data received by any user, agent, or end-user.

4.5. You shall not use or assist any third party in using the API or any software to circumvent the personal agent login requirements: (a) utilizing the service to interact with end-users; or (b) processing data related to interactions with end-users, where personal agent login is required under this Agreement for such interactions.

4.6. You shall not use or assist any third party in using the API or any software to circumvent applicable service plan restrictions or agent license restrictions. You shall not use the API or any service data in any manner that could compromise or potentially compromise the security of the service, API, service data, or any other data or information stored or transmitted using the service.

4.7. You shall not, and shall not attempt to (a) interfere with, modify, or disable any features, functions, or security controls of the service or API, (b) disrupt, avoid, bypass, delete, disable, or otherwise circumvent any protective mechanisms of the service or API, or (c) reverse engineer, decompile, disassemble, or derive the source code, underlying ideas, algorithms, structure, or organization from the service or API.

4.8. You acknowledge that you are solely responsible for the content, development, operation, support, or maintenance of the Application, and SOLARMAN assumes no liability or obligation. Without limiting the foregoing, you shall be responsible for: (a) the technical installation and operation of the

Application; (b) creating and displaying information and content on, through, or within the Application; (c) ensuring that the Application does not violate or infringe upon the intellectual property rights of any third party; (d) ensuring that the Application is not offensive, blasphemous, obscene, defamatory, or otherwise illegal; (e) ensuring that the Application does not contain malware or introduce malware into the API, any service data, or any other data stored or transmitted using the service; (f) ensuring that the design or use of the Application is not intended to send spam to any SOLARMAN user, agent, or end-user; and (g) ensuring that the Application complies with all applicable laws or third-party rights.

4.9. In designing and implementing the Application, you shall respect and comply with the technical and policy implementation restrictions of the API and the restrictions of this Agreement. You shall not violate any explicit rate limits for calling or otherwise using the API.

4.10. You shall not modify any service data, unless it is for a legitimate purpose to modify the format of such service data to suit the display of such data within the relevant Application.

4.11. You acknowledge and agree that SOLARMAN may, at its sole discretion, refund any purchase fees (as defined hereinafter) paid by Subscribers to you in connection with the purchase of paid Applications when SOLARMAN deems a refund to be warranted. Furthermore, you acknowledge and agree that you shall bear full financial responsibility for any such refunds. Without limiting any other rights SOLARMAN may have with respect to such refunds, you acknowledge and agree that any such refunds may be processed through a third-party payment platform, and refunds shall be extracted from your third-party payment platform account and refunded to the Subscriber, ensuring that your account balance is sufficient. You agree that SOLARMAN is not responsible and will not make any refunds from the funds related to your Application by the Subscriber for any reason, including your failure to support the Application.

4.12. You agree that SOLARMAN may conduct regular vulnerability assessments, penetration testing, and scanning (collectively referred to as "security assessments") on any Application developed by you based on the following principles:

4.12.1. Security assessments shall be conducted in a manner that reasonably avoids interrupting the use of the Application by users. Nevertheless, in rare cases, security assessments may cause the Application or your system to be shut down or result in other adverse effects;

4.12.2. SOLARMAN shall provide notice to you at least seven days prior to conducting security assessments, where possible and feasible.

You agree to reasonably cooperate with such security assessments. You agree that SOLARMAN, its employees, and contractors shall not be liable to you, Subscribers, or any third party for any damages or losses resulting from security assessments conducted in accordance with Section 4.15. SOLARMAN conducts such security assessments for its own benefit, and you shall not rely on, disclose, or publicize the Application's successful passage of such assessments. If the Application operates entirely or partially outside of SOLARMAN's system, security assessments may include remote application-level security testing and network-level security testing of the Application, including vulnerability threat assessments. SOLARMAN may conduct such tests itself or through a third party.

4.13. You shall report any technical issues with the API to SOLARMAN and may also provide feedback on customer needs and market expectations for API functionality and performance.

5. Representations, Warranties, and Covenants

5.1. You represent and warrant that if your Application transmits Service Data outside of the API, you have notified all users of such Application that their Service Data will be transmitted outside of the API, and SOLARMAN shall not be responsible for the privacy, security, or integrity of such Service Data. You further represent and warrant that, within the scope of your Application's storage, processing, or transmission of Service Data, neither you nor your Application will, without the appropriate Subscriber's prior consent or beyond the scope required by applicable law: (a) modify the content of the Service Data in a manner that adversely affects the integrity of the Service Data; (b) disclose Service Data to any third party; or (c) use Service Data for any purpose other than providing the functionality of the Application to the Subscriber. You shall maintain and handle all Service Data in accordance with privacy and security measures that are reasonably sufficient to maintain the confidentiality and security of all Service Data, as well as comply with all applicable privacy laws and regulations, and in no case shall such measures be lower than those specified in the Privacy Policy.

5.2. You represent, warrant, and covenant that: (a) your Application and User Marks, the use of such Applications by Subscribers, and the activities of SOLARMAN related to such Applications and User Marks under the terms of this Agreement, will not and cannot infringe, misappropriate, or violate any third party's Intellectual Property Rights; (b) you will comply with all applicable national and international laws, regulations, and maintain all licenses, permits, and other authorizations necessary for the development, implementation, and publication of your Application; (c) your Application does not and will not contain any malware, nor will it introduce any malware into the Services, API, any Service Data, or any other data stored or transmitted using the Services; (d) the design or purpose of your Application is not intended to send spam to any user, agent, or end-user; and (e) you possess all rights, powers, and authorizations necessary to grant SOLARMAN the permissions under this Agreement.

5.3. You represent, warrant, and covenant that you will include the mandatory service terms listed in Section 5.4 below (the "Mandatory Service Terms") in the terms of service for your Application (the "Application Service Terms") to govern your Subscribers' use of your Application. Such Mandatory Service Terms represent a minimum set of provisions, and you may have more detailed Application Service Terms. You may alter the terminology to match the terms used in your Application Service Terms.

5.4. Mandatory Service Terms:

5.4.1. You are the licensor of the Application, and SOLARMAN is not a party to the Application Service Terms.

5.4.2. Unless restricted by any of your Application Service Terms, you grant your Subscribers a perpetual, worldwide, non-exclusive, non-transferable, and non-sublicensable license to access, deploy, use, and integrate the Application associated with your active service account.

5.4.3. Any information (including Service Data) collected, stored, and processed by you from Subscribers or the systems used by Subscribers to access or deploy the Application shall be subject to the Application Service Terms, Privacy Statement, or similar terms provided to the Subscribers and shall not be subject to the Privacy Policy.

5.4.4. Unless expressly authorized in writing by SOLARMAN, you shall not modify, reverse engineer, decompile, or disassemble the Application in whole or in part, or create any derivative works or

sublicense any rights from the Application.

5.4.5. Both you and SOLARMAN shall retain all Intellectual Property Rights in the Application, Services, and related content, including patents, inventions, copyrights, trademarks, domain names, trade secrets, proprietary technology, etc. This Agreement grants you the right to use the Application and API Services but does not confer any other rights to the Application, API Services, or related Intellectual Property Rights. Unless explicitly stated, your right to access and use the Application is limited; the Application, all hardware and software components, and all rights, ownership, and interests used to provide the Application, including all related Intellectual Property Rights, remain the sole property of SOLARMAN. SOLARMAN shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, and perpetual right to use any suggestions, enhancement requests, advice, or other feedback provided by you to incorporate into the Application or use in any other manner.

6. Modification

You understand and agree that SOLARMAN reserves the right to modify this Agreement, the API, and the general API policies (collectively referred to as "Modifications"). You will receive notice of Modifications by one of the following means: (a) notifications or posts on the SOLARMAN developer website; (b) notifications sent through the Service, the SOLARMAN website, or any other website owned and operated by SOLARMAN; or (c) direct communication from SOLARMAN. You further acknowledge and agree that such Modifications can be implemented at any time without prior notice to you. You shall comply with such Modifications within thirty (30) days from the date of the first notification of Modifications (or a shorter period specified in the notification, the "Compliance Period"), by implementing and using the latest version of the API and making any changes to the Application that may be required due to such Modifications. You acknowledge that Modifications may adversely affect the Application, including but not limited to changing the manner in which the Application communicates with the API and displays or transmits Service Data. SOLARMAN shall not be responsible to you or your Application's Subscribers for any adverse effects resulting from such Modifications or Modifications. Your continued access to or use of the Service or API after the Compliance Period shall be deemed acceptance of such Modifications.

7. Intellectual Property Rights

Except for the limited licenses expressly granted in this Agreement, none of the provisions of this Agreement shall involve the transfer or assignment of the following intellectual property rights:

7.1. Any intellectual property rights you may have in your Application, marks, or other technology;

7.2. Any intellectual property rights SOLARMAN may have in the Services, API, SOLARMAN marks, or other technology of SOLARMAN;

7.3. The respective intellectual property rights of SOLARMAN or its users, agents, or end-users in any Service Data.

8. Support

This Agreement does not grant you any rights to receive support for the Services or API unless you have separately agreed upon such support with SOLARMAN. You shall be solely responsible for providing all support and technical assistance to your Application's end-users and Subscribers who access, deploy, and/or purchase your Application. You acknowledge and agree that SOLARMAN is under no obligation to provide support or technical assistance to the Subscribers of the Application, and you shall not represent to any Subscriber that SOLARMAN can provide such support. You agree to make commercially reasonable efforts to provide reasonable support to the Subscribers of your Application.

9. Confidentiality

You may from time to time receive confidential information. You shall only use such confidential information to the extent necessary to exercise the rights granted under this Agreement. Without the prior written or electronic consent of SOLARMAN, you shall not disclose confidential information to any third party. Without limiting any other obligations you assume under this Agreement, you agree to protect such confidential information from unauthorized use, access, or disclosure in the same manner you protect your own confidential and proprietary information of a similar nature, and in no event less than a reasonable standard of care.

10. Disclaimer of Warranties

All aspects of the Service and API (including all servers and network components) are provided on an "as is" and "as available" basis, and SOLARMAN expressly disclaims all forms of warranties, to the maximum extent permitted by law, and specifically disclaims any and all express or implied warranties, including but not limited to any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that SOLARMAN does not warrant that the Service or API will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious code, and any information or advice obtained from SOLARMAN or through the Service does not constitute any warranty not expressly stated in this Agreement.

11. Limitation of Liability

11.1. Except for your indemnification obligations under this Agreement, in no event shall any party to this Agreement or its affiliates, officers, directors, employees, agents, suppliers, or licensors be liable to the other party or any third party for any indirect, special, punitive, or consequential damages or losses, including but not limited to loss of profits, sales or business, data loss, business interruption, loss of reputation, or any other type of indirect, incidental, special, punitive, or consequential damages or losses, whether arising from contract, tort, negligence, or other legal theories, regardless of whether such party has been informed or could have foreseen such damages.

11.2. SOLARMAN shall not be liable for any free quota or free services provided. In no event shall SOLARMAN's total liability to you or any third party arising from this Agreement be more than 50% of the fees paid in the calendar year immediately preceding the date of the claim or EUR 20,000 (or equivalent in RMB). Any claim arising from or related to this Agreement must be brought within one year after the first event or occurrence giving rise to the claim. In the event of a conflict between this clause and other terms of the Agreement, this clause shall prevail.

11.3. The limitations set forth in Clause 12 shall continue to be valid and applicable.

12. Indemnification

You shall be fully responsible for any claims brought against SOLARMAN by third parties due to your breach of this Agreement, and if SOLARMAN makes any indemnification on your behalf, SOLARMAN shall have the right to seek indemnification from you.

13. Term and Termination

This Agreement shall come into effect from the Effective Date and shall remain in effect until terminated in accordance with Article 14 (the "Term"). Either party may terminate this Agreement at any time for any reason or no reason, including but not limited to your breach of any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted to you by SOLARMAN under this Agreement. Upon any termination of this Agreement for any reason, you shall cease use and shall return to SOLARMAN, or destroy and delete from all computers, hard drives, networks, and other storage media, all copies of any materials licensed under this Agreement, and any confidential information in your possession, and shall provide SOLARMAN with proof of such actions. The provisions of Articles 4, 5, 7, 9-17, and 19 shall continue to be effective after the termination of this Agreement.

14. Assignment; Entire Agreement; Amendment

14.1. Without the prior written consent of SOLARMAN, you shall not directly or indirectly, through legal operation or otherwise, assign all or part of your rights under this Agreement, or delegate the performance of your obligations under this Agreement to any other party, unless you have obtained the prior consent of SOLARMAN. SOLARMAN may assign this Agreement to any affiliated company or in connection with any merger, change of control, or sale of all or substantially all of the assets of SOLARMAN, without your consent. Subject to the restrictions set forth above, this Agreement shall be binding upon and enforceable for the benefit of the parties and their respective successors and assignees.

14.2. This Agreement, together with any other incorporated agreements or policies, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement in no way waives any such provision or any other provision of this Agreement.

14.3. If any provision of this Agreement is held to be invalid for any reason, such invalid provision shall be deemed severed from the remainder of this Agreement, and the validity of the remaining provisions shall not be affected; such invalid provision shall be deemed to be omitted from this Agreement from the outset.

15. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be modified and interpreted by the court in a manner that most closely achieves the original intent of the parties to the greatest extent permitted by law, and the remaining provisions of this Agreement shall continue to be effective.

16. Relationship of the Parties

The parties are independent entities. This Agreement does not establish a partnership, franchise, joint venture, agency, trust, or employment relationship between the parties.

17. Notices

17.1. This Agreement serves as a supplementary agreement to the "Service Agreement" that SOLARMAN enters into with you on the SOLARMAN platform and has the same legal effect as the "Service Agreement."

17.2. Reliability Guarantee: SOLARMAN guarantees that the software provided to you will be stable and continuous, except for normal system upgrades, system updates, and occasional force majeure events that prevent the continuity of the service.

17.3. All notices provided by SOLARMAN to you under this Agreement shall be delivered in the manner described in Article 5 above. You must send written notices via express courier or China Post to the following address: Wuxi Ingenuity Technology Co., Ltd., H4, No. 6 Jingxian Road, Xinwu District, Wuxi City, Jiangsu Province, China IoT International Innovation Park. All notices shall be deemed delivered immediately upon delivery via email or text message; if delivered by other means, they shall be deemed delivered upon receipt; if delivered in advance, they shall be deemed delivered two (2) business days after the permitted mail or courier delivery as allowed above.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of China, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be resolved by litigation before the courts having jurisdiction in the location of Wuxi Ingenuity Technology Co., Ltd.

April 1, 2024

IGEN Co., Ltd.