

## **General Terms and Conditions of SOLYTIC GmbH**

### **1. Subject matter of the contract**

1.1 The subject matter of the contract is the granting of a non-exclusive and non-transferable right to use the contractual online portal SOLYTIC against payment. The right of use relates exclusively to the use of the software for the maximum number of photovoltaic systems specified in the software order form. An increase in the license package can be applied for in writing at any time for a further number of systems than the maximum number specified in the software order form.

### **1.2 Operation**

The software is operated on a server of the licensor. The licensor allows the licensee to use the licensor's servers free of charge. For its part, the Licensor shall ensure the data backup of these servers free of charge. Data is backed up using mirrored hard disks and stored on suitable storage media.

### **1.3 Access**

The Licensee may access and use the software via the internet using an internet browser. The software is accessible via the client assigned to the licensee by the licensor.

1.4 The licensee has, if applicable in the individual case, taken note of the properties of the software according to the pilot environment and recognizes them as existing contract law. Any deviations of the pilot system from the real system must be claimed in writing within a preclusion period of two weeks from the first use or, if the deviations are not obvious, within two weeks from their discovery.

### **2. Duration and termination**

#### **2.1 Duration and statutory notice termination**

The term of this agreement shall commence on the date specified in the software order form and shall be indefinite. Either party may terminate the agreement in writing with three months' notice before the end of the agreement in the case of an annual agreement, or before the end of the current calendar month in the case of a monthly subscription. For the timeliness of the termination, the receipt by the respective contractual partner is decisive. If delivery of the notice cannot be affected, because the addressee has moved and has not communicated his new address to the other party, the notice shall be deemed to have been effected on time if an attempt is made to deliver the notice to the old address within the prescribed period.

#### **2.2 Extraordinary termination**

In addition, each party is entitled to terminate this agreement in writing if,

2.2.1. the other party commits a material breach of any provision of this agreement and fails to remedy such breach within 30 days of receipt of such notice; or

2.2.2. the Licensee is in default of payment of its monthly license fees twice in succession. In this case, the Licensee shall owe SOLYTIC the outstanding monthly license fees as well as the payment of the monthly license fee until the next possible termination date. In addition, the Licensee shall be obliged to pay damages in the amount of EUR 500.00 as well as the bank charges and processing fees incurred. If the contract is terminated prematurely at the Licensee's request, the current monthly license fee will be charged until the next possible termination date.

### 2.3 Consequences of termination

Upon termination of this agreement, the Licensee shall cease using the software and return to SOLYTIC all original documents provided to him, all copies as well as the documentation complete and without damage in time for the end of the contract (postmark of the consignment note). Otherwise the termination shall be ineffective.

## 3. Rights of use of the licensee

### 3.1 Scope of use

The licensee receives the simple right to use the software for his own purposes, limited to the duration of the contract and not transferable to third parties, in accordance with the conditions specified in the software order form. In addition, he is entitled to grant sublicenses independently up to the maximum number specified in the software order form. Contractual relationships between third parties and SOLYTIC are not established by this in any case. The rights transferred to the licensee shall revert to the licensor after the end of the contract without any further legal action.

### 3.2 Use restriction

Use is limited to the maximum number of users in the Licensee's institution specified in the software order form. The use of the programs by third parties not listed in the SOLYTIC portal is not permitted. The retrieved documents may only be used by the licensee for his own purposes. Any commercial transfer, in particular selling, renting, leasing or lending of the programs or documents, is prohibited.

The Licensee shall pay SOLYTIC a contractual penalty of € 5,000.00 for each case of infringement and excluding the plea of continuation of the infringement. SOLYTIC reserves the right to further claims for damages or an extraordinary right of termination.

### 3.3 Prohibition of changes

The licensee is not entitled to change copyright notices, markings and/or ownership information on the program(s) or documentation material.

### 3.4 Right of Inspection

The Licensor is entitled to take technical precautions to prevent use beyond the contractually permissible scope, in particular to install appropriate access barriers. The Licensee is obliged to provide the Licensor with the information and documents required for verification.

### 3.5 Termination of the right of use in the event of misuse

The Licensee's right to use the software shall terminate without notice if the Licensee fails to comply with any of the foregoing provisions of the agreement. In this case, the Licensee undertakes to return the software, all copies and the documentation completely and without damage at the discretion of SOLYTIC.

3.6 The licensee shall be granted permanent and unrestricted access to his system data by the licensor. The access is made possible e.g. by a direct data export from the SOLYTIC portal.

## 4. Industrial property rights

### 4.1 Industrial property rights

Licensee agrees not to remove or alter any trademarks, serial numbers, copyright or other proprietary notices or other identifying marks of the Software.

### 4.2 Unauthorized Access

The licensee also undertakes to keep the access data and the password secret and to prevent misuse by third parties; he also ensures that the users working in his company also comply with this obligation. Employees must be expressly made aware of compliance with these GTC and the provisions of German copyright law.

### 4.3 Technical requirements

The licensee is also responsible for ensuring that the technical requirements for access are met, in particular with regard to the hardware and operating system software used, the connection to the internet and the current browser software. Upon request, the Licensor shall inform the Licensee of the browser to be used in each case.

### 4.4 Obligations to cooperate

In the event of further development of the software platforms and other technical components of the system by the Licensor, the Licensee shall be obliged to take the necessary adjustment measures for the software and hardware used by him after information by the Licensor. Insofar as the proper usability of the services provided by Licensor requires certain settings to be made on the computers used by Licensee, such as acceptance of cookies or activation of Java Script, etc., Licensee shall be responsible for making the appropriate settings. Finally, the Licensee undertakes to take the necessary

precautions to secure his system, in particular to use up-to-date protection software to protect against computer viruses. The licensor is not liable for virus damages that could have been averted by appropriate software.

#### 4.5 Violation of rights

The licensee shall inform the licensor immediately as soon as he becomes aware of the misuse of an industrial property right pursuant to 4.1. of these GTC. In the event of misuse, the Licensor shall be entitled to block access. Any misuse for which the Licensee is responsible constitutes a material breach of this Agreement and therefore entitles the Licensor to terminate the Agreement for cause within the meaning of 2.2.a) of these GTC.

### 5. Data protection

5.1 The contracting parties shall observe the applicable provisions of data protection law, in particular those applicable in Germany, and in connection with the contract and its execution shall undertake to observe data secrecy in accordance with § 5 BDSG (Federal German Data Protection Act), unless they are already generally obliged to do so.

5.2 The Licensor collects, processes and uses data only on behalf of the Licensee. The Licensee is responsible for compliance with data protection regulations pursuant to § 11 para. 1 BDSG. By placing an order, the Licensee grants the Licensor a written order for order data processing in accordance with the provisions of § 11 BDSG.

5.3 The raw data are the property of the producer. In the event of termination by the Licensee or termination of the contractual relationship, the Licensor shall return work and company-related equipment, documents and records as well as all other material upon request by the Licensee. The Licensee declares with the conclusion of the contract that he understands that a separation between raw data and the refined data in the system is not possible and consequently a return in the form is not feasible. Upon request, the licensee receives a complete export of his historical plant data, e.g. for the purpose of a change of supplier.

### 6. Right of the licensor to make changes

#### 6.1. Power of amendment

The licensor is entitled to change or restrict the contents of the respective software or to exchange contents. If such a change leads to a substantial restriction of the contents available to the Licensee, the remuneration to be paid by the Licensee shall be reduced.

#### 6.2 Updates

SOLYTIC updates programs and / or program data as soon as these are considered necessary and expedient.

## 7. Remuneration

### 7.1 Payment of the license fee

The licensee undertakes to pay the respective license fee to SOLYTIC as consideration for granting the rights. The amount of the monthly license fee for the right of use granted to the Licensee results from the selected service package and the maximum number of further desired sub-licenses. The prices can be found on the software order form. All prices and fees quoted are exclusive of statutory value-added tax. The licensee will only be able to use the software completely and permanently if he pays the license fee.

### 7.2 Payment date

The license fee is due monthly or annually after delivery/activation of the client, but in advance (from the beginning of the first full calendar month). This includes all costs for updates and upgrades. The license fee is paid by direct debit. For license fees and fees not paid by direct debit, a separate expense fee will be charged in accordance with the software order form.

## 8. Privacy

### 8.1 Privacy Policy

The licensee is informed in accordance with § 33 of the Federal Data Protection Act that the licensor stores the usage data in machine-readable form and processes it within the scope of the purpose of the contractual relationship. All data will be treated confidentially.

### 8.2 Confidentiality obligation

The parties to the contract undertake to treat as confidential any information from the other party's area which becomes known to them in the course of the performance of the contract. This includes in particular the contractual data of the Licensee's customers that become known to the Licensor. This shall also apply in the event of termination of this agreement, regardless of the reason for which the agreement is terminated.

## 9. Liability for defects

### 9.1 Responsibility of the Licensee

The licensee is responsible for providing correct meta data of the photovoltaic system(s) to be connected to the SOLYTIC monitoring software.

### 9.2 Defects

SOLYTIC warrants that the software is free from defects during the term of the contract. Defects are defined as deviations of the software from the service description described in the GTC or if SOLYTIC could not effectively grant the Licensee the rights required for the contractually agreed use.

### 9.3 Notification of defects

The Licensee shall immediately notify SOLYTIC in writing of any defects that may occur, stating how the material defect manifests itself, its effects, the circumstances under which it occurs, and how it is to be classified in the Licensee's opinion.

### 9.4 Rights of the Licensee in case of defects

Insofar as SOLYTIC has actually detected a defect after receipt of the notice of defect, it shall endeavor to remedy the defect promptly. If such an attempt to remedy the defect does not succeed within a reasonable period of time, fails within a further period of time to be set reasonably by the Licensee, and if SOLYTIC does not provide a solution, the Licensee may, without prejudice to any claims for damages, reduce (reduce) the remuneration or terminate the part of the agreement affected by the defect. If any material defects reported are not attributable to SOLYTIC, the Licensee shall reimburse SOLYTIC for the time and costs incurred at the applicable rates.

### 9.5 Exclusion of liability for defects

Irrespective of the provision in Section 9.1, strict liability for damages for initial defects in accordance with 536a BGB shall be excluded.

## 10. Limitations of liability

### 10.1 Liability

SOLYTIC GmbH shall be liable without limitation for damages caused intentionally or by gross negligence in the event of fraudulent concealment of defects in the SOLYTIC software.

### 10.2 Limitation

SOLYTIC GmbH shall only be liable for other damages if an obligation is violated, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation) and if the damages are typical and foreseeable due to the contractual use of the contract software. A warranty is also excluded if a defect is based on circumstances for which the Licensee is responsible, in particular if he violates his obligations to cooperate in accordance with Section 4.4.

### 10.3 Exclusion

The licensor is not responsible for the quality of the raw data of the photovoltaic system transmitted by the licensee to the SOLYTIC server. Furthermore, the Licensor shall not be liable for the correctness of the raw data transmitted to the SOLYTIC server, nor for the content liability security and/or correctness of the results. Furthermore, SOLYTIC assumes no liability for third party applications.

### 10.4 Operational readiness

The licensee is aware that it is not possible for SOLYTIC to guarantee 24-hour availability of an internet server according to the state of the art. The provision of the portal is influenced by third parties, including but not limited to server provision. SOLYTIC has no influence on the operational readiness of these third party providers.

#### 10.5 Faultlessness

The licensee is aware that the complete freedom from errors of a computer program cannot be guaranteed.

#### 10.6 Data Quality and Availability

SOLYTIC uses, among other things, data and information obtained from third parties for the provision of its services without assurance of certain characteristics and quality features. It is not liable for the completeness and correctness of the contents. SOLYTIC provides data from various sources of information, the quality and availability of which it has no influence on. The delivery of weather data and irradiation calculations, if applicable, is also based on third party sources, the quality and availability of which SOLYTIC has no or only limited influence on. SOLYTIC does not assume any liability.

### 11. General provisions

#### 11.1 Scope of application

These General Terms and Conditions apply to all software and license agreements of SOLYTIC GmbH.

#### 11.2 Severability clause

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall replace the invalid provision with one that comes as close as possible to the objectives pursued by the contract. In the event of loopholes, the provision shall be deemed agreed which corresponds to what would have been agreed according to the meaning and purpose of this contract had the matter been considered from the outset.

#### 11.3 Applicable law

For legal disputes arising out of or in connection with this contract, German law shall apply exclusively to the exclusion of legal norms which refer to another legal system. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. General terms and conditions of the Licensee shall not apply insofar as they conflict with the contents of this contract.

#### 11.4 Place of jurisdiction

Place of performance is Berlin, the registered office of SOLYTIC GmbH. If the Licensee is a merchant within the meaning of § 1 HGB (German Commercial Code) and the Software is

used for the Licensee's business operations and if the Licensee does not have a permanent residence in Germany, the place of jurisdiction for legal disputes arising from this contract shall be the registered office of the Licensor.

#### 11.5 Changes

Collateral agreements, amendments or supplements must be made in writing in order to be effective, as must the cancellation of the written form requirement.

#### 11.6 Credit assessment

We obtain information on your previous payment behaviour from Info Score Consumer Data GmbH, Rheinstr. 99, 76532 Baden-Baden, Germany, credit assessment based on mathematical and statistical methods from INFORMA GmbH, Freiburger Str. 7, 75179 Pforzheim, Germany.