

General terms and conditions

These G&T's are written in German and English. In case of any discrepancies the German version prevails.

These General Terms and Conditions ("GTC") conclusively regulate the contractual relationship between SOLYTIC GmbH ("Solytic") and the customer with regard to the services of Solytic specified in the framework agreement.

The customer's general terms and conditions are not part of the contract; this also applies if Solytic provides the software to the customer without reservation in the knowledge of the customer's general terms and conditions. The GTC apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 Para. 1 BGB (German Civil Code)

I. Definitions

If terms have been defined in the framework agreement, they shall have the same meaning in the context of these GTC unless otherwise defined below.

II. The software's availability, scope of use and restriction on use

1. Provision of the software: Solytic provides the customer with the software in the basic scope and, if applicable, with optionally bookable additional services according to the order in the framework agreement (together "services") for the term of the contract via online access against payment of the usage fee by the customer; a physical transfer of the software to the customer does not take place. For this purpose, Solytic grants the customer a non-exclusive, non-transferable, or sub-licensable right, limited in time to the term of the framework agreement, to access the software and the associated documentation (the software and the documentation together "material") by means of the log-in data sent by Solytic and to use it for its own business purposes. The customer and Solytic agree individually in the framework agreement which percentage availability of the software up to the transfer point, including maintenance work, Solytic must ensure on a monthly average in relation to the respective calendar month. The transfer point to the Internet is the router output of the data centre of Solytic or its vicarious agents.

2. Scope of use and functionalities: The customer is authorised to use the services in accordance with these GTC and to the extent specified in the framework agreement for the respective contract term. The software is used for the remote monitoring of renewable energy systems for technical operations management. The contractually agreed quality of the software results from the description of the functionalities of the services in the documentation.

3. Demo account and test period: Before concluding the framework agreement, the customer has the opportunity to test and use the software free of charge ("demo account"). The customer can test the demo account for a period of up to 30 days from the activation of the customer's test access ("test period"); the test period ends at the latest on the contract start date. There are no fees for the use of the demo account. Solytic is only liable for the demo account in deviation from section V in

accordance with §§ 599, 600 BGB for intent and gross negligence; otherwise the GTC apply accordingly to the use of the demo account. If the customer has been provided with a demo account, he recognises by concluding the framework agreement that the software, insofar as it corresponds to the demo account, is suitable for the fulfilment of the functionalities listed in the documentation in the sense of Clause II 2.

4. Restriction of use: The customer agrees to use the software only in accordance with the framework agreement and these GTC and to not make it accessible to third parties. Unless expressly permitted in the framework agreement, the customer agrees (i) to not modify or copy the software in any way, or to create separate applications or other derivative works from it; (ii) to not attempt to circumvent, disable or frustrate any technical restrictions on the use of the software; (iii) to not transfer, sell, rent, lease, distribute, sublicense, lend or otherwise provide access to the Software, in whole or in part, to any third party; and (iv) to not alter or remove any proprietary rights notices from the Software. The Customer may set up accesses in the Software for its end customers and their users to monitor the renewable energy systems assigned to them, and the end customers may use the corresponding functions of the Software.

5. Solytic cannot guarantee the availability of the corresponding data in real time in the event of changes or updates to third-party software accessed via interfaces implemented in the monitoring or to the raw data formats known on the contract start date by the respective manufacturer.

6. Solytic has the right, but not the obligation, to adapt the software at any time, in particular to carry out software updates and software upgrades, if the change or deviation is reasonable for the customer, taking into account the interests of Solytic. In any case, an adaptation is deemed reasonable if the software continues to fulfil the functions according to the documentation and the technical requirements remain unchanged. A change is also reasonable if this is necessary to implement applicable law. During the term of the contract, the customer receives all software updates of the monitoring, i.e. in particular security updates and improvements to existing functions. If Solytic adds new functions to the monitoring, the customer has no claim to these also being made available to him.

III. Provision of the software; system requirements; obligations to co-operate

1. Solytic keeps the software ready for use by the customer from the contract start date specified in the framework agreement.

2. The software was developed for use and display via an internet browser. The customer must ensure that the technical requirements on his side (i.e. up to the transfer point) for the intended use of the software, in particular with regard to the current and authorised browser software, are met. The corresponding system requirements are specified in the framework agreement. Insofar as the proper usability of the software requires that certain settings are made on the computers used by the customer, such as acceptance of cookies or activation of Java Script etc., it is the responsibility of the customer to make the corresponding settings. In the case of further development or adaptation of the software or technical components of the

servers, it is the responsibility of the customer to take the necessary adaptation measures for the software and hardware used by him after being informed by Solytic.

3. Compliance with the system requirements is a prerequisite for the intended usability of the software.

4. The customer is responsible for providing the raw data via the transmission channels opened by Solytic for this purpose. The customer must provide the data in a form that can be processed by the software. Solytic is not obliged to check the raw data. Solytic will keep the data aggregates prepared by Solytic ready for retrieval and backup by the customer. The customer can retrieve the data aggregates via the portal of the software or the API contained in the software. The raw data is not kept ready by Solytic for retrieval by the customer. The customer is obliged to back up the data aggregates at appropriate regular intervals on his own storage space outside of Solytic's offers. Solytic is only liable for the loss of data aggregates up to the amount that would have been incurred for their restoration if the data had been properly and regularly backed up.

IV. Warranty

1. In the event of defects, the customer shall be entitled to the statutory rights. In particular, the customer is entitled to demand that the defect be rectified. Strict liability for initial material defects in the software in accordance with Section 536a (1) Alt.1 BGB is excluded.

2. The customer is obliged to notify Solytic immediately of any recognisable faults or other defects in the software and to provide verifiable documentation and information on the type and occurrence of deviations from the software's service description and to cooperate in the localisation and identification of errors and error sources.

3. The customer may not reduce the current usage fee in the event of defects. Any existing right to reclaim a usage fee paid under reservation remains unaffected.

V. Liability

1. Solytic is liable for damages that are based on an intentional or grossly negligent breach of duty or malice on the part of Solytic, its legal representatives or its vicarious agents. Insofar as Solytic is liable for a grossly negligent breach of duty according to sentence 1, the liability for damages is limited to the foreseeable, typically occurring damage.

2. In addition, Solytic is also liable for damages caused by simple negligence, insofar as the negligence concerns the breach of such essential contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may regularly rely (cardinal obligations). In this case, however, liability is limited to the foreseeable, typically occurring damage.

3. Furthermore, Solytic is liable without limitation for damages to life, body and health for which it is responsible and which are based on a negligent or wilful breach of duty.

Furthermore, Solytic is also liable, insofar as it has given a guarantee of quality or durability with regard to the contractual products, within the scope of this guarantee.

4. Any further contractual or statutory liability is excluded - unless it is prescribed by law - regardless of the legal nature of the asserted claim. Liability under the Product Liability Act remains unaffected..

5. Insofar as Solytic's liability is excluded or limited, this also applies to the personal liability of its employees, workers, staff, representatives and vicarious agents as well as to Solytic's liability for their behaviour.

VI. Terms of payment; booking of additional services; price adjustments

1. All prices in the framework agreement are shown in euros and are net prices plus applicable VAT. Solytic's services are invoiced in euros and are to be paid by the customer in euros and without deductions. .

2. On the first working day of the respective contract month ("billing day"), Solytic issues an invoice to the customer for the portfolio to be billed for this contract month. Payment for Additional Services (e.g. the Satellite API) will be invoiced on the respective start date of the service provision in the case of annual payment; in the case of monthly payment, the Additional Service will be invoiced in the month following the respective month of use.

3. All payments are due within 14 days of receipt of the invoice.

4. The payment method specified in the framework agreement must be used for payment.

5. To book Additional Services, the Client notifies Solytic in text form about the Additional Service and the time from which he intends to book it or books the Additional Service directly via the Software, if possible, e.g. a third-party API service. The booking of an Additional Service constitutes an amendment to the Framework Agreement, which requires acceptance by Solytic to be effective; acceptance can also be made by providing the Additional Service via the Software. Solytic can decide on the acceptance of the offer at its own discretion.

Acceptance can be made by notification in text form or by making the Additional Service available; in the notification Solytic informs the customer of the date from which the contract for the respective Additional Service begins ("Confirmed Date"). If the date specified by the Provider is earlier than the date requested by the Customer, the date requested by the Customer shall be the Confirmed Date. If the Confirmed Date is more than one month after the date requested by the customer, the agreement on the Additional Service will not take effect unless the customer confirms the agreement to Solytic before the Confirmed Date.

The agreement on the additional service begins on the Confirmed Date and is automatically extended by the initial contract term if it is not cancelled one month before the end of the respective contract term of the additional services.

6. The prices and fees agreed in the framework agreement are subject to value protection: If the consumer price index (CPI) in Germany published by the Federal

Statistical Office changes compared to the index published for the month of the start of the contract or the last price adjustment, Solytic may, at its reasonable discretion, increase the prices and fees once a year by a percentage not exceeding the increase in the CPI.

If the CPI falls, Solytic is obliged to adjust the prices and fees by the percentage by which the CPI has fallen at the request of the customer, which can be made once a year.

VII. Customers' own content

Insofar as customers are permitted to upload their own content as part of the software, the following applies:

1. Customers may post their own content in the formats enabled by Solytic, provided that the data space and/or storage space made available for this purpose is sufficient. Solytic is permitted to remove already published content, as long as it does not serve the purpose of the respective function of the software or violates legal requirements.

2. The customer ensures that the customer content does not contain any viruses or other malware. It is not permitted to post content whose provision, publication or use violates applicable law or agreements with third parties; in particular, the customer shall ensure that no rights of third parties are infringed, especially not on the customer content, and that the content does not glorify violence, is pornographic or discriminatory, or violates personal honour.

3. The customer grants Solytic all necessary rights of use to the customer content to the extent necessary to enable Solytic to fulfil its contractual obligations with regard to the customer content and in particular to be able to save, secure and make it available for retrieval; the customer otherwise remains the sole owner of the customer content.

VIII. Support

In the Service Level Agreement, which is an annex to the framework agreement, the customer and Solytic agree to what extent and in what form Solytic will respond to support requests and service requests (each as defined therein). Solytic may commission subcontractors to process the customer's enquiries. Email enquiries from the customer are to be sent to the email address provided to the customer by Solytic; currently the corresponding email address is support@solytic.com. The e-mail must contain a description of the technical problem, the user name as well as the browser used and any other relevant information describing the matter. Contact details (telephone numbers) at which the respective customer can be reached must also be provided. The customer must ensure that in any communication with Solytic or the subcontractors it uses to provide care and maintenance services, customer data is only transmitted in anonymised form and that no conclusions can be drawn about individual natural persons. Insofar as Solytic receives personal data from end customers in the context of support contrary to the above regulation, Solytic's data protection regulations apply to this personal data.

IX. Transfer; assignment

A transfer of rights and obligations of the customer from the framework agreement requires the consent of Solytic at least in text form. The customer can only assign claims from the framework agreement against Solytic to third parties, except in the area of § 354a HGB, with the prior consent of Solytic, at least in text form.

X. Non-disclosure

1. The customer is obliged to protect the software from unauthorised access or access by third parties and must ensure that no copy, publication or other form of disclosure of the material is made in whole or in part, unless this is permitted under the user agreement. The customer acknowledges that the material contains valuable confidential information and business secrets and that their unauthorised use and/or unauthorised copying may cause damage to Solytic.

2. The customer undertakes to Solytic to keep secret all confidential information that was or becomes known to him in advance and/or in the context of the execution of this agreement, in particular to prevent any access by third parties to this information. The customer must oblige all users, employees and staff authorised by him, insofar as they are not already obliged to do so on the basis of their employment contract, to maintain confidentiality to the extent defined here.

3. Confidential in the sense of this agreement is all information that is labelled as such by Solytic or whose confidentiality results from the circumstances.

4. The obligation of confidentiality pursuant to Section IX.2 above does not apply to confidential information (i) which is already in the public domain or generally known at the time the customer becomes aware of it or becomes known without a breach of this confidentiality obligation, (ii) which is provided to the customer by a third party without a breach of a confidentiality obligation to Solytic, (iii) which were developed by the customer independently of these agreements or (iv) if and to the extent that the confidential information must be surrendered due to an enforceable official or court order and the customer has informed Solytic immediately after becoming aware of the disclosure obligation and has given Solytic the opportunity to take action against the disclosure.

XI. Term; cancellation

1. The start of the contract and the term of the framework agreement are defined in the framework agreement.

2. The right to extraordinary cancellation of this contract for good cause remains unaffected. An important reason for extraordinary cancellation by Solytic occurs in particular if

- a) The invoice has been due for five (5) or more weeks,
- b) the customer has given third parties unauthorised access to the software, or
- c) the customer has made false statements regarding his portfolio or the size of the portfolio, i.e. has one or more systems in the monitoring with incorrect information.

3. An extraordinary cancellation is also permissible with a notice period of two (2) weeks if Solytic becomes aware that the customer or a user assigned to the customer is violating the terms of the contract, in each case if and insofar as Solytic has warned the customer of this and the violation has not been stopped within a period of two (2) weeks and it has been proven that the violation no longer exists.
4. Cancellation must be in text form (an email to the email address provided by the other party is sufficient).
5. All rights of the customer to use the material shall expire upon termination of this agreement.
6. All payment obligations relating to this agreement that arose prior to the termination of this agreement and all provisions relating to confidentiality shall survive the partial or complete termination of this agreement.
7. If the customer continues to use the material (in particular the software) after termination of the usage agreement or if the customer does not prevent the use by a user assigned to him, the customer is obliged to pay Solytic compensation in the amount of the usage fee incurred for the respective usage period and to compensate Solytic for any further damages if and to the extent that the customer is responsible for this violation.

XII. Reference for marketing purposes

1. Solytic as well as customers are authorised to use each other as a reference for promotional appearances, including but not limited to their websites, social media accounts, printed materials, presentations, sales and sustainability calls and trade show appearances (the "Reference").
2. the reference may include the following:
 - a) names of the contracting party and its brands (insofar as these are associated with the service provided by Solytic for the customer);
 - b) logos of the contracting party (insofar as these are associated with the service provided by Solytic for the customer);
 - c) first name, surname and function of the main responsible person; and,
 - d) testimonials from responsible users.
3. Each contracting party can revoke its consent to be named as a reference contact by the other contracting party at any time in written form. After revocation, the other contracting party will remove the reference contact within a reasonable period. Already printed materials may be used up, and content already published on third-party platforms does not need to be removed.

XIII. Changes in GTC

1. Solytic reserves the right to make changes or additions to these terms and conditions. Solytic will inform the customer in written form about any changes to the terms and conditions
2. The changes will be implemented only after a reasonable and proportionate period, taking into account the nature and scope of the planned changes and their consequences for the customer. This period will be at least thirty days from the

moment Solytic informs the customer about the proposed changes. The deadline does not apply if Solytic (i) is required to make changes to the terms and conditions due to legal or regulatory obligations in a manner that does not allow for the deadline to be met, or in exceptional cases, must modify the terms and conditions to avert an unforeseen and immediately imminent danger to protect the software, customers, users, or end-users from fraud, malware, spam, violations of privacy, or cybersecurity risks.

3. Insofar as the proposed changes do not (i) affect the agreed services, the remuneration or other main performance obligations, (ii) are reasonable for the customer, and (iii) do not put the customer in a worse position overall, Solytic can choose the following procedure for amending the GTC:

- a) The changes are considered approved if the customer does not object in text form within the period according to paragraph 2. If the customer objects to the change, Solytic is free to make use of the option of ordinary cancellation of the framework agreement..
- b) The customer has the right to extraordinary cancellation of the framework agreement before expiry of the period according to paragraph 2. The cancellation takes effect within one week after receipt of the notification in accordance with paragraph 2.
- c) Solytic will inform the customer of the consequences of a failure to object and of the right to cancellation without notice when informing the customer of changes to the GTC.
- d) The customer can waive compliance with the deadline according to paragraph 2 and thus his right of objection or right to cancellation according to paragraph 3 by a clear confirming action. In particular, portfolio extensions shall be deemed to be a clear confirmatory act.

XIV. Miscellaneous

1. The customer can only offset his own claims against Solytic's claims or assert rights of retention due to such claims if the claims are undisputed or have been legally established. The right of the customer to assert his other claims against Solytic as his own rights in a separate legal dispute remains unaffected.

2. The sole place of jurisdiction is the registered office of Solytic. However, Solytic is also entitled to sue at the customer's general place of jurisdiction.

3. The legal relationships in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Berlin, 23. February 2024