

General Terms and Conditions

These General Terms and Conditions ("GTC") conclusively govern the contractual relationships between S.E.E. Servicegesellschaft Erneuerbare Energien mbH ("Solytic") and the Customer with regard to the services of Solytic specified in the Framework Agreement. General terms and conditions of the Customer do not become part of the contract; this also applies if Solytic makes the software available to the Customer without reservation in 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 Section 310 (1) of the German Civil Code (BGB).

I. Definitions

Where terms have been defined in the Framework Agreement, they shall have the same meanings under these Terms, unless otherwise defined below.

II. Making the Software available, scope of use and limitation of use

1. Provision of the Software: Solytic shall make the Software available to the Customer in the Basic Scope and, if applicable, with optionally bookable Additional Services in accordance with the order in the Framework Agreement (together "Services") for the term of the contract via online access upon payment of the usage fee by the Customer; there is no physical transfer of the software to the Customer. To this end, Solytic grants Customer a non-exclusive, non-transferable or sublicensable right, limited in time to the term of the Framework Agreement, to access the Software and related documentation (the Software and the Documentation collectively, the "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 on the percentage of availability of the software up to the handover point, including maintenance work, on a monthly average basis in relation to the respective calendar month. The transfer point to the Internet is the router output of the Solytic data center or its vicarious agents.

2.

Scope of Use and Functionalities: The Customer is entitled 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 plants (also "assets" or "sites") for technical operational management. The contractually agreed nature of the software results from the description of the functionalities of the services in the documentation.

3. Demo Account and Test Period: Prior to the conclusion of the Framework Agreement, the Customer shall have the opportunity to test and use the Software free of charge ("Demo Account"). Customer may test the Demo Account for a period of up to 30 days from the activation of Customer's Trial Access ("Trial Period"); the trial

period ends no later than the Contract Start Date. Solytic is liable for the demo account in deviation from Section V in accordance with §§ 599, 600 BGB only for intent and gross negligence; in all other respects, the GTC apply accordingly to the use of the Demo Account. If a Demo Account has been made available to the Customer, the Customer acknowledges by concluding the Framework Agreement that the software, insofar as it corresponds to the Demo Account, is suitable for fulfilling the functionalities listed in the documentation within the meaning of Section II 2.

4. Restriction of Use: The Customer undertakes to use the Software only in accordance with the Framework Agreement and these GTC and not to make it available to third parties. Except as expressly permitted in the Framework Agreement, Customer agrees not to (i) modify or copy the Software in any way, or create separate applications or other derivative works from it; (ii) attempt to circumvent, disable or defeat any technical restrictions on the use of the Software; (iii) 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) not to alter or remove any notices of ownership rights in the Software. Depending on the services booked by the Customer, the Customer has the option of setting up access points in the software for his end Customers and their users to monitor the renewable energy plants assigned to them, and the end Customers can use the corresponding functions of the software.

5. In the event of changes or updates to the software of third parties accessed through interfaces implemented in the monitoring, or of the raw data formats known at the start date of the contract by the respective manufacturer, Solytic cannot guarantee the availability of the corresponding data in real time.

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 adjustment is considered reasonable if the software continues to perform the functions according to the documentation and the technical requirements remain unchanged. A change is also reasonable to the extent that this is necessary for the implementation of 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 features to monitoring, the Customer has no right to have them made available to him as well.

III. Provision of the Software; Requirements; Duties

1. Solytic will keep the Software available for use by the Customer from the Contract Start Date specified in the Framework Agreement.

2. The software has been developed for use and display via internet browser. The Customer must ensure that the technical requirements on their side (i.e. up to the transfer point) for the intended use of the Software, in particular with regard to the current and approved 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 Customer's responsibility to make the corresponding settings. In the event of further development or adaptation of the software or technical components of the servers, it is the Customer's responsibility 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 provided 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 make the data aggregates prepared by Solytic available for retrieval and backup by the Customer. Customer may retrieve the Data Aggregates through the Software's portal or the API included in the Software. The raw data is not kept available by Solytic for retrieval by the Customer. The Customer is obliged to back up the data aggregates at reasonable regular intervals on its own storage space outside of Solytic's offerings. Solytic is liable for the loss of data aggregates only up to the amount that would have been incurred if the data had been properly and regularly backed up to restore them.

IV. Warranty

1. In the event of defects, the Customer is entitled to statutory rights. In particular, the Customer is entitled to demand the removal of the defect. Strict liability for initial material defects of the software according to § 536a Abs.1 Alt.1 BGB is excluded.

2. The Customer shall be obliged to notify Solytic immediately of any recognizable malfunctions or other defects in the Software, as well as to provide verifiable documents and information on the nature and occurrence of deviations from the performance description of the Software and to cooperate in the limitation and identification of errors and sources of error.

3. The Customer cannot 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 pursuant to sentence 1, liability for damages shall be limited to the foreseeable, typically occurring damage.

2. In addition, Solytic shall also be liable for damages caused by simple negligence, insofar as the negligence relates to the breach of such essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract in the first place and on the compliance with 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 fully liable for damage to life, body and health for which it is responsible and which is based on a negligent or intentional breach of duty. Furthermore, Solytic shall also be liable within the scope of this guarantee to the extent that it has provided a guarantee of quality or durability with regard to the Contract Products.

4. Any further contractual or statutory liability is excluded – unless it is mandatory by law – regardless of the legal nature of the claim asserted. 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, representatives and indirect representatives as well as to Solytic's liability for their conduct.

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. Services provided by Solytic are invoiced in euros and are to be paid for by the Customer in euros and without deductions.

2. On the first working day of the respective contract month ("Billing Day"), Solytic will issue an invoice to the Customer for the portfolio to be billed for this contract month and any Additional Services used. The payment of 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. Payment shall be made using the payment method specified in the Framework Agreement.

5. In order to book Additional Services, the Customer shall notify Solytic in text form of the Additional Service and the time from which it intends to book it or book 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 in order to be effective;

acceptance may also be made by providing the Additional Service via the Software. Solytic may decide at its sole discretion whether to accept the order.

Acceptance can be made by notification in text form or by making the Additional Service available; in the notice, Solytic will inform the Customer of the date from which the contract for the respective Additional Service begins ("Confirmed Date"). If the date set by the Provider is before the date requested by the Customer, the date requested by the Customer will be considered the Confirmed Date. If the Confirmed Date is more than one month after the date requested by the Customer, the Framework Agreement on the Additional Service will not be effective unless the Customer confirms the Framework Agreement to Solytic before the Confirmed Date.

The Framework Agreement on the Additional Service shall commence on the Confirmed Date and shall be automatically renewed for the initial term of the Framework Agreement unless terminated one month to the end of the respective Contract Term of the Additional Service.

6. The prices and fees agreed in the Framework Agreement are subject to value preservation: If the consumer price index (CPI) published by the Federal Statistical Office in Germany changes compared to the index published for the month in which the contract commenced or the last price adjustment, Solytic may, at its equitable discretion, increase the prices and fees by a percentage not exceeding the increase in the CPI once a year.

VII. Customers' own content

To the extent that Customers are permitted to post their own content within the framework of the software, the following applies:

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

2. The Customer shall ensure that the Customer content does not contain viruses or other malicious software. It is not permissible to post content whose provision, publication or use violates applicable law or Framework Agreements with third parties; in particular, the Customer shall ensure that no rights of third parties are infringed, in particular not to the Customer content, and that the content is not violent, pornographic or discriminatory, or that it violates personal honor.

3. The Customer grants Solytic all necessary rights of use to the Customer content to the extent that Solytic is in a position to fulfill its contractual obligations with regard to the Customer content and, in particular, to store, secure and make it available for retrieval; the Customer otherwise remains the sole owner of the Customer content.

VIII. Support

In the Service Level Framework Agreement, which is an annex to the Framework Agreement, the Customer and Solytic agree on the scope and form in which Solytic responds to support requests and service requests (each as defined therein). Solytic may engage subcontractors to handle Customer requests. Customer's e-mail inquiries must be sent to the e-mail address provided by Solytic to the Customer; currently the corresponding e-mail address is support@solytic.com. The e-mail must contain a description of the technical problem, the username and the browser used and any other relevant information that describes 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 used by Solytic for the provision of care and maintenance services, Customer data is only transmitted in anonymized form and no conclusions can be drawn about individual natural persons. To the extent that 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; Cession

A transfer of rights and obligations of the Customer under the Framework Agreement requires the consent of Solytic, at least in text form. Except in the area of § 354a HGB, the Customer may only assign claims under the Framework Agreement against Solytic to third parties with the prior consent of Solytic, at least in text form.

X. Secrecy

1. The Customer is obliged to protect the Software from unauthorized access or access by third parties and must ensure that no copy, publication or other form of disclosure of the material in whole or in part takes place, except as permitted by the User Framework Agreement. The Customer acknowledges that the material contains valuable confidential information and trade secrets and that their unauthorized use and/or unauthorized copies may constitute damage to Solytic.

2. The Customer undertakes to keep secret all confidential information that has become or becomes known to it in advance and/or in the course of the execution of this Framework Agreement, in particular to prevent any third-party access to this information. The Customer must oblige all users, employees and employees authorized by him to maintain secrecy to the extent defined here, unless they are already obliged to do so on the basis of their employment contract.

3. For the purposes of this Framework Agreement, confidential means all information that is marked as such by Solytic or the confidentiality of which results from the circumstances.

4. The obligation of confidentiality pursuant to Section IX. 2 above shall not apply to confidential information (i) which is already public or generally known at the time of knowledge by the Customer or which 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 towards Solytic, (iii) which is developed independently of these Framework Agreements by the Customer or (iv) if and to the extent that the Confidential Information is to be disclosed pursuant to an enforceable official or court order and Customer has informed Solytic immediately upon becoming aware of the disclosure obligation and has given it the opportunity to take action against the disclosure.

XI. Runtime; Notice

1. The Contract Start Date and Contract Term of the Framework Agreement shall be governed by the Framework Agreement.

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

- a) the Customer is more than five (5) weeks in default of payment of the Fees,
- b) the Customer has provided unauthorized access to the Software to third-parties, or
- c) the Customer has made false statements regarding his portfolio or portfolio size, i.e. one or more assets in the Monitoring are maintained with incorrect information.

3. Extraordinary termination shall also be 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 Framework Agreement, in each case if and to the extent that Solytic has warned the Customer of this and the violation has not been stopped and proven within a period of two (2) weeks, that the violation does not continue to exist.

4. The termination must be in text form (an e-mail to the e-mail address provided by the other party is sufficient).

5. Upon termination of this Framework Agreement, all rights of the Customer to use the material shall cease.

6. All payment obligations relating to this Framework Agreement and incurred prior to the termination of this Framework Agreement and all provisions relating to confidentiality shall survive the partial or complete termination of this Framework Agreement.

7. If the Customer continues to use the Material (in particular the Software) after the termination of the user Framework Agreement, or if the Customer does not prevent the use by a User assigned to the User, the Customer shall be obliged to pay Solytic compensation in the amount of the fee incurred accordingly for the period of use and to compensate for any additional damages if and to the extent that the Customer is responsible for such breach.

XII. Reference for marketing purposes

1. Solytic and the Customer are entitled 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 pitches and trade show appearances (the "Reference").

2. The Reference may contain the following information:

- a) the names of the contracting party and its trademarks (insofar as these are related to the service provided by Solytic to the Customer);
- b) Logos of the contracting pParty (insofar as they are related to the service provided by Solytic to the Customer);
- c) Name, surname and function of the main responsible person; and
- d) Testimonials from responsible persons.

3. Each party may revoke its consent to be named by the other party as a reference contact at any time in text form. After the withdrawal, the other party will remove the reference contact within a reasonable period of time. Materials that have already been printed can be used up, and there is no need to remove content already published on third-party platforms.

XIII. Modification of these Terms and Conditions

1. Solytic reserves the right to make changes or additions to these GTC. Solytic will inform the Customer in text form of any changes to the GTC.

2. The changes will only be implemented after the expiry of a reasonable and proportionate period of time with regard to the nature and scope of the planned changes and their consequences for the Customer, which shall be at least thirty days from the date on which Solytic has informed the Customer of the proposed changes. The deadline does not apply if Solytic (i) has to make changes to the GTC in a way that does not allow the deadline to be met due to legal or regulatory obligations or, in exceptional cases, has to amend the GTC to avert an unforeseen and imminent danger in order to protect the Software, the Customers, Users or End Customers from fraud, malware, Protect against spam, privacy breaches, or cybersecurity risks.

3. Insofar as the proposed changes do not (i) affect the agreed services, 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 may choose the following procedure for amending the GTC:

- a) The changes shall be deemed to have been approved if the Customer does not object in text form within the period referred to in paragraph 2. If the Customer objects to the change, Solytic is free to make use of the option of ordinary termination of the Framework Agreement.
- b) The Customer shall have the right to terminate the Framework Agreement extraordinarily before the expiry of the period referred to in paragraph 2. The termination shall take effect within one week of receipt of the notification after the period pursuant to subsection (2).
- c) Solytic will draw the Customer's attention to the consequences of a failure to object and to the right to terminate without notice when informing the Customer of changes to the GTC.
- d) The Customer can waive compliance with the deadline under paragraph 2 and thus his right to object or to terminate under paragraph 3 by means of an unambiguous confirmatory action. Portfolio expansions in particular are considered to be unambiguous confirmatory actions.

XIV. Other

1. The Customer may only offset its own claims against claims of Solytic or assert rights of retention on the basis of such claims if the claims are undisputed or legally established. The Customer's right to assert its other claims against Solytic as its 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, 15 October 2024