

Annex 1: mc Cloud Terms

(Version 1.2.0, 07.02.2025)

METEOCONTROL provides the CUSTOMER with the SERVICES specified in the CONTRACT for use on the PLATFORM in accordance with following provisions.

1.	<u>DEFINITIONS</u>	1
2.	<u>AREA OF APPLICATION</u>	3
3.	<u>SUBJECT MATTER OF THE CONTRACT, SCOPE OF SERVICES</u>	3
4.	<u>AVAILABILITY OF THE SERVICES</u>	4
5.	<u>CUSTOMER'S COOPERATIVE PERFORMANCES</u>	4
6.	<u>GRANTING OF RIGHTS</u>	5
7.	<u>REMUNERATION</u>	7
8.	<u>CONTRACT TERM</u>	8
9.	<u>WARRANTY, SUBSEQUENT PERFORMANCE</u>	8
10.	<u>DEFECTS OF TITLE</u>	9
11.	<u>LIABILITY</u>	9
12.	<u>FORCE MAJEURE</u>	10
13.	<u>CONFIDENTIALITY</u>	10
14.	<u>REFERENCE CLAUSE</u>	10
15.	<u>SUBCONTRACTORS</u>	10
16.	<u>DATA SECURITY</u>	11
17.	<u>EXPORT CONTROL CLAUSE</u>	11
18.	<u>FINAL PROVISIONS</u>	11

1. Definitions

The terms in within the CONTRACT that are written in capital letters have the following meanings

AFFILIATED COMPANIES	These are legal entities who have direct or indirect control of one of the PARTIES to this CONTRACT ("parent companies"), or who are directly or indirectly controlled by one of the parties or its parent company. For the purposes of this definition, the term "control" means the direct or indirect possession of more than 50% of shares or voting rights.
ANNEX DPA	Annex Data Processing Agreement.
ANNEX LICENSES	Annex Licenses & Pricing.
ANNEX SERVICES	Contains all relevant function descriptions of the SERVICES, in particular VCOM Service-Level-Overview and mc Assetpilot Service Overview.
AVV	Data Processing Agreement as defined in ANNEX DPA.
CLOUD SERVICE PROVIDER	Means any subcontractor possibly used by METEOCONTROL to operate the PLATFORM.
CONFIDENTIAL INFORMATION	This includes all information in written, electronic, verbal or any other form that the providing PARTY discloses to the receiving PARTY or its

	<p>representatives if such information:</p> <ul style="list-style-type: none"> • is clearly marked confidential, described as such, or identified as such in another way; • It constitutes a business secret as defined in Section 2 No. 1 GeschGehG (German law on the protection of trade secrets); • is protected by commercial or other property rights (e.g. copyright); • are to be regarded confidential on the basis of its content and/or the circumstances; <p>are subject to data protection laws or any similar confidentiality laws/obligations or have been derived from disclosed CONFIDENTIAL INFORMATION.</p>
CONFIGURATION	These are settings of specific parameters of existing SERVICES applied by the CUSTOMER as part of editing rights granted to them that do not require any intervention at code level.
CONTRACT	Describes the mc Cloud License Agreement , consisting of the Master-Agreement with Annexes in its entirety.
CORE APPLICATIONS	Standalone applications chosen by the CUSTOMER as part of the SCOPE OF SERVICES. Within the CORE APPLICATIONS, there is the option of using additional MODULES. The CORE APPLICATIONS include, in particular, VCOM and mc Assetpilot.
CUSTOMER	As defined in the CONTRACT, in particular the Master-Agreement.
DOWNTIME	As described in Section 4.2.
METEOCONTROL	As defined in the CONTRACT, in particular the Master-Agreement.
MODULES	The MODULES as defined in Section 3.3.3 can either be activated autonomously by the CUSTOMER or booked additionally via METEOCONTROL depending on the type of module and only within the scope of the respective CORE APPLICATION.
PARTY/PARTIES	Describes the contractual parties METEOCONTROL and CUSTOMER, individually or jointly.
PLATFORM	This is the IT infrastructure operated by METEOCONTROL or, where applicable by the CLOUD SERVICES PROVIDERS which enables the provision of the SERVICES to the CUSTOMER.
PV	Photovoltaic plant
RELEASE	A defined version of the software components included in the SERVICES provided by METEOCONTROL. RELEASES can be software updates on the one hand, and new feature developments (especially MODULES) on the other.
SERVICE(S)	The provision of cloud-based services as specified in particular in the ANNEXES LICENSES and SERVICES. Specifically, a distinction is made between CORE APPLICATIONS and MODULES. The SERVICES also include any CORE APPLICATION applications provided for mobile devices.
SCOPE OF SERVICES	According to Section 3.3 it encompasses the specific SERVICES selected by the CUSTOMER as part of the CONTRACT, in particular the Master-Agreement.
TAXES	As described in Section 7.4.
TERMS	Annex mc Cloud Terms.
THIRD PARTY/PARTIES	Within the meaning of Section 6.4 may be AFFILIATED COMPANIES, customers or end-customers of the CUSTOMER.
TRANSFER OF RISK	Is the technical outlet of the computing centre of METEOCONTROL or, if applicable the CLOUD SERVICES PROVIDER that is decisive for delineating the spheres of responsibility between METEOCONTROL and the CUSTOMER.

2. Area of application

- 2.1. The TERMS govern the access to and use of the SERVICES for the CUSTOMER, including all content, information, products, web services or other services contained therein. These TERMS also apply to CUSTOMERS who wish to use the SERVICES for their AFFILIATED COMPANIES and their customers.
- 2.2. These TERMS apply exclusively. Divergent, contradictory, or supplementary terms and conditions of the CUSTOMER are not part of the CONTRACT. This also applies if METEOCONTROL performs the CONTRACT or grants access to the SERVICES without reservation and without expressly objecting to or despite knowledge of the CUSTOMER's terms and conditions.

3. Subject matter of the CONTRACT, SCOPE OF SERVICES

3.1. Subject matter of the CONTRACT

- 3.1.1. The subject matter of the CONTRACT is the CUSTOMER's use of the SERVICES on the PLATFORM according to the agreed SCOPE OF SERVICES (Section 3.3) for an agreed remuneration (Section 7).
- 3.1.2. The PLATFORM is made available by METEOCONTROL exclusively via the Internet. The CUSTOMER is responsible for their connection to the Internet, this is not subject of the CONTRACT.

3.2. Conclusion of the CONTRACT

- 3.2.1. A contractual relationship between the PARTIES is established upon signature of the CONTRACT by both PARTIES.
- 3.2.2. The CONTRACT consists of the integral parts of the CONTRACT specified in the Master-Agreement of the CONTRACT. In the event of discrepancies, the order listed in the Master-Agreement shall apply.
- 3.2.3. With respect to MODULES, other provisions as defined in Section 3.3.3.2 may apply in addition.

3.3. SCOPE OF SERVICES

- 3.3.1. The SCOPE OF SERVICES includes the part of SERVICES agreed with the CUSTOMER and is defined in the CONTRACT, in particular the Master-Agreement and the **ANNEXES LICENSES and SERVICES** in their current version.

3.3.2. RELEASES

- 3.3.2.1. METEOCONTROL is committed to continuously develop the SERVICES on the PLATFORM and to adapt them to new technical developments. METEOCONTROL is free to issue RELEASES at any time.
- 3.3.2.2. The SCOPE OF SERVICES as defined in Section 3.3 also includes all new RELEASES of the SERVICES that METEOCONTROL makes available to the CUSTOMER during the contractual term. Software updates relating to a specific SERVICE are included in the respective remuneration, while new feature developments are generally subject to a separate remuneration and can generally be added by the CUSTOMER as a MODULE as defined in Section 3.3.3. New CORE APPLICATIONS are not included in the SCOPE OF SERVICES and require an amendment to the CONTRACT.
- 3.3.2.3. As part of further development as defined in Section 3.3.2.2, METEOCONTROL may unilaterally change parts of functions or discontinue them entirely, or apply newer or different systems and procedures to provide the SERVICES that those initially included in the subject matter of the CONTRACT, as long as this does not jeopardise fulfilment of the contractual purpose for the CUSTOMER and the SCOPE OF SERVICES is not substantially limited. In this respect, METEOCONTROL is also entitled to adapt the **ANNEXES LICENSES and SERVICES** to reflect the new RELEASES at any time.
- 3.3.2.4. If the development as defined in Section 3.3.2.2. constitutes a substantial limitation of the SCOPE OF SERVICES, METEOCONTROL shall inform the CUSTOMER of that limitation at least one (1) month in advance. This limitation represents a justified cause as defined in Section 8.2.2., so the CUSTOMER is entitled to terminate the CONTRACT without notice. The special termination right must be exercised within a period of one (1) month prior to the limitation taking effect.

3.3.3. MODULES

- 3.3.3.1. In addition to the CORE APPLICATIONS, specific MODULES can generally be activated autonomously by the CUSTOMER, or the CUSTOMER can alternatively book such additional MODULES through METEOCONTROL.
- 3.3.3.2. The provisions on additional subscription, utilisation and remunerations are subject to the provisions of this CONTRACT, in particular this Section 3.3.3 and the **ANNEX LICENSES**. Insofar as the subscription conditions displayed to the CUSTOMER on the PLATFORM state otherwise, these shall take precedence, and the provisions of this CONTRACT shall apply only in addition.
- 3.3.3.3. For the duration of the additional subscription the CUSTOMER is granted rights of use for the MODULE as defined in Section 6.
- 3.3.3.4. The minimum term is one (1) quarter, beginning with the quarter following the activation.
- 3.3.3.5. The MODULES are billed automatically every quarter as defined in Section 7.
- 3.3.3.6. If the CUSTOMER no longer wishes to use a specific MODULE, the CUSTOMER must no later than three (3) working days prior to the start of the next quarter deactivate it themselves on the PLATFORM or – if autonomous deactivation is not possible – inform METEOCONTROL of the deactivation request in text form. Deactivation is only possible with effect for the following quarter in compliance with Section 3.3.3.4.

3.4. Access to the SERVICES

- 3.4.1. The CUSTOMER may access the provided SERVICES using the authentication mechanisms provided for the SERVICES.
- 3.4.2. The CUSTOMER is entitled to create user accounts to the agreed extent. All accounts are individualised and may only be used by

- the CUSTOMER's respective authorised users.
- 3.4.3. If required, the CUSTOMER ensures that all necessary data protection or other consent of the users for the use of the SERVICES are obtained.
 - 3.4.4. The CUSTOMER is obligated to keep the access data confidential, to protect them from unauthorised access by third parties, and to instruct users accordingly. In particular, Section 16 must be considered in this context.
 - 3.4.5. In case of suspicion of misuse by a third party, the CUSTOMER must inform METEOCONTROL immediately. In this case, METEOCONTROL is entitled to block the affected accounts.
 - 3.4.6. METEOCONTROL also reserves the right to technically monitor the contractual use of the accounts in order to avoid misuse.
- 3.5. Performance definition**
- 3.5.1. METEOCONTROL is responsible for the performance of the SERVICES to be provided up to the TRANSFER OF RISK. The CUSTOMER is responsible for the performance and technical requirements necessary for using the SERVICES from the TRANSFER OF RISK onwards. These are in particular:
 - 3.5.1.1. Establishment and maintenance of the system requirements necessary on the CUSTOMER's side for using the provided SERVICES.
 - 3.5.1.2. Establishing interoperability with systems not listed in the CONTRACT as being within the scope of the CUSTOMER's or third-party systems.
 - 3.5.1.3. Implementation and documentation of customized CONFIGURATIONS of the SERVICES, which have no influence on the operation of the SERVICES by METEOCONTROL.
- 4. Availability of the SERVICES**
- 4.1. METEOCONTROL shall make every economically reasonable effort to keep the SERVICES provided available and operational for the CUSTOMER to access and use. During the term of the CONTRACT, METEOCONTROL ensures the availability defined in **ANNEX LICENSES**, measured over the course of a calendar year.
 - 4.2. The following DOWNTIMES are excluded from the availability:
 - 4.2.1. Previously announced maintenance windows, generally outside of the usual operating hours;
 - 4.2.2. Emergency downtimes for installing necessary security updates on short notice and without prior notification;
 - 4.2.3. Special periods agreed between the PARTIES for performing unscheduled and urgent work.
 - 4.3. The availability is calculated without DOWNTIMES and also without causes for which METEOCONTROL is not responsible, for example:
 - 4.3.1. Non-contractual use of the provided SERVICES by the CUSTOMER.
 - 4.3.2. Faulty CONFIGURATIONS of the SERVICES by the CUSTOMER.
 - 4.3.3. Failures of system requirements for which the CUSTOMER is responsible.
 - 4.3.4. The CUSTOMER not meeting the minimum requirements of the system environment in accordance to the state of the art of science and technology.
 - 4.3.5. Events of force majeure (see Section 12).
 - 4.3.6. Data corruption due to an error committed by the CUSTOMER.
 - 4.3.7. Any action, lack of action or failure to act by third parties outside of the control of METEOCONTROL, in particular technical failures.
 - 4.3.8. Changes made by the CUSTOMER to the SERVICES provided that have not authorised by METEOCONTROL.
- 5. CUSTOMER's cooperative performances**
- 5.1. Cooperative obligations**
- 5.1.1. To ensure the contractual use of the SERVICES provided by METEOCONTROL, the CUSTOMER shall, as part of their cooperative performances, ensure that:
 - 5.1.1.1. The hardware and software used by the CUSTOMER, including workstation computers, routers, data communication tools, etc. are up to the state of the art of science and technology for the use of the SERVICES provided;
 - 5.1.1.2. Any information required for set-up and maintenance is provided to METEOCONTROL;
 - 5.1.1.3. The software components used by the CUSTOMER to ensure the system requirements are always up-to-date with the latest security updates;
 - 5.1.1.4. the necessary data security precautions are set up and maintained throughout the entire term of the CONTRACT. This essentially refers to the careful and conscientious handling of accounts and access information;
 - 5.1.1.5. technical changes within the CUSTOMER's sphere of influence that could affect the provision of METEOCONTROL's SERVICES or the security of the SERVICES provided are to be reported to METEOCONTROL without undue delay;
 - 5.1.1.6. METEOCONTROL shall be informed by the CUSTOMER of significant national laws, ordinances, administrative regulations, and other relevant regulations affecting the SERVICES and particularly make sure that required permits are obtained in time and at the CUSTOMER's expense from the responsible authorities;

- 5.1.2. The CUSTOMER is obliged to comply with statutory provisions (e.g. penal provisions or data protection regulations) and the rights of third parties (e.g. IP rights) as part of the execution of the contractual relationship.
- 5.1.3. The CUSTOMER is further obliged not to store, share or publish any form of extremist, racist, erotic or pornographic content in any form in their account, nor to create, store, use or edit any other content, links, referrals or other technical possibilities that violate common standards of decency. METEOCONTROL is authorized to block the account of the CUSTOMER without prior notice if it is determined that these requirements are violated.
- 5.1.4. The CUSTOMER is responsible for the provided data and content. They exempt METEOCONTROL internally from any third-party claims that are asserted based on such data and content.
- 5.1.5. The CUSTOMER assures that the data provided to METEOCONTROL is correct and complete. The CUSTOMER is obliged to notify METEOCONTROL immediately if the e-mail address provided for receiving invoices changes or if the CUSTOMER wishes to receive at a different e-mail address in the future.
- 5.1.6. Access to the software PLATFORM is password-protected. The CUSTOMER is obliged to keep this password confidential. The CUSTOMER is further obliged to inform METEOCONTROL without undue delay if they become aware that unauthorised third parties have knowledge of the password.
- 5.1.7. The CUSTOMER is required to obtain consent from their AFFILIATED CUSTOMERS, customers, end customers or the plant owner to the processing of their data as part of the CONTRACT between the PARTIES. The CUSTOMER is aware of this obligation and confirms that they have obtained the consent. The CUSTOMER is aware that METEOCONTROL trusts the CUSTOMER to fulfil this obligation and has no means of tracking or monitoring it. This obligation to obtain consent is agreed as a cardinal contractual obligation of the CUSTOMER. The CUSTOMER accepts responsibility for all consequences of not obtaining the consent and holds METEOCONTROL completely indemnified from all consequences of third-party claims or other consequences of not obtaining the consent.
- 5.1.8. METEOCONTROL requires registration to use the SERVICES. The CUSTOMER is responsible for providing the information necessary for the registration or use correctly and truthfully and to keep it up to date.
- 5.2. Failure to provide cooperative obligations**
 - 5.2.1. If the CUSTOMER fails to provide the cooperative performances incumbent upon them, or fails to provide those in a timely or proper manner, METEOCONTROL shall be entitled to invoice any additional expenses incurred by METEOCONTROL on providing the SERVICES as a result thereof.
 - 5.2.2. If METEOCONTROL is unable to provide the SERVICES without the cooperative performances or if METEOCONTROL is significantly impeded in doing so, METEOCONTROL shall also be entitled to set the CUSTOMER a reasonable grace period to provide the cooperative performance concerned in accordance with the CONTRACT. If this grace period expires without success, METEOCONTROL shall be entitled to extraordinary termination of the CONTRACT.
- 6. Granting of rights**
 - 6.1. Rights of use to the SERVICES**
 - 6.1.1. In return for the agreed remuneration, METEOCONTROL grants the CUSTOMER a non-exclusive, non-transferrable (except for section 6.4) and non-sublicensable right of use, limited to the term of the CONTRACT, to use the SERVICES in the agreed SCOPE OF SERVICES (Section 3.3) for the intended use. This right of use includes use by each user registered by the CUSTOMER and includes the right to further distribution at the CUSTOMER in accordance with Section 6.4.
 - 6.1.2. The granting of rights and limitations of this Section 6 also applies to all new RELEASES of the SERVICES provided or activated MODULES during the term of the CONTRACT.
 - 6.2. Rights of use to CONFIGURATIONS, source code**
 - 6.2.1. The PARTIES agree that METEOCONTROL owns all intellectual property rights (in particular the copyright) to programming and that CONFIGURATIONS of the SERVICES, including editing rights, are held by METEOCONTROL. The CUSTOMER is entitled to simple rights of use for the duration of the CONTRACT.
 - 6.2.2. The right of use does not include any kind of access to source texts or source codes.
 - 6.2.3. Installation and configuration services are not part of the CONTRACT but may be agreed between the PARTIES separately.
 - 6.3. Duplicate**
 - 6.3.1. The CUSTOMER may only duplicate software components provided as part of the SERVICES and only to the extent that this is necessary for the intended use. This includes the storage of UI components in the browser cache or the application or the loading of software components into the working memory on the server of METEOCONTROL or of the CLOUDSERVICEPROVIDER.
 - 6.4. Transfer to THIRD PARTIES**
 - 6.4.1. The CUSTOMER is entitled to sublicense the SERVICES to THIRD PARTIES and remains free to set their prices. Insofar as the CUSTOMER grants access rights and rights to use the software platform to THIRD PARTIES for the distribution of the SERVICES, the CUSTOMER is obliged to transfer the obligations arising from the Terms for the use of the contractual trademark to THIRD PARTIES. The CUSTOMER is obliged to ensure and guarantees that when concluding and executing a contract with THIRD

PARTIES, they will not make any contractual arrangements that violate or impair the legal position of METEOCONTROL or cause the CUSTOMER themselves to be in breach of the CONTRACT.

6.4.2. If the CUSTOMER remains inactive despite a warning in the event of a violation of the legal position of METEOCONTROL as stated in Section 6.4.1 by a THIRD PARTY, METEOCONTROL is entitled to take action directly against the corresponding THIRD PARTY at the CUSTOMER's expense and to have all necessary claims (claims for damages, injunctive relief, removal claims) of the CUSTOMER against the THIRD PARTY assigned to it. If METEOCONTROL exercises this right, the CUSTOMER is obligated to immediately provide a written declaration of assignment in which all these claims are assigned to METEOCONTROL.

6.4.3. Irrespective of whether METEOCONTROL exercises this right or not, the CUSTOMER shall be fully liable for any infringement or interference within the meaning of this Section by any one THIRD PARTY into the rights or legal position of METEOCONTROL under this CONTRACT or resulting from the assigned provisions or from a lack of assignment and shall indemnify METEOCONTROL from any damage.

6.5. Other restrictions of use

6.5.1. In addition to the restrictions in Section 6.3, the CUSTOMER is subject in particular to the restrictions of use described in the following and shall refrain from or prevent third parties from:

6.5.1.1. Taking any copyright-related action that is not explicitly permitted by the above granting of rights of use;

6.5.1.2. Subject to mandatory statutory law, decoding, reverse engineering, disassembling, or decompiling the provided SERVICES including all software components or part of them, inferring the source code from the object code or otherwise inferring the internal structure, function or other internal processes of the licensed SERVICES including all software components, or to attempt such inference;

6.5.1.3. Translating or converting the licensed SERVICES including all software components or the documentation or any part thereof;

6.5.1.4. Removing or obscuring copyright or trademark notices of METEOCONTROL or other rights holders;

6.5.1.5. Impairing the functionality of the licensed SERVICES by means of attacks such as SQL injection/DDoS attacks or similar damaging acts;

6.5.1.6. Attempting to circumvent protective devices of the licensed SERVICES including all software components;

6.5.1.7. Associating the provided SERVICES including all software components or the documentation or any part thereof with content containing extremist, racist, offensive, or adult content and/or depictions of violent acts, using the SERVICES in a way or permitting them to be used in a way that may be considered immoral or illegal or may discredit METEOCONTROL's reputation or goodwill;

6.5.1.8. Using the provided SERVICES in a way or for purposes that violate applicable law, including the provisions in Section 17.

6.6. Prohibition of web crawlers

6.6.1. The automated access to METEOCONTROL websites is prohibited. METEOCONTROL reserves the right to immediately block suspicious IP addresses. The CUSTOMER can request access again if he can provide appropriate evidence. If web crawling affects the functioning of the SERVICES, METEOCONTROL reserves the right to claim damages.

6.7. Data and rights to data

6.7.1. The CUSTOMER remains the sole owner of the data processed by him via the SERVICES, including in particular plant-related data, yield and production data, customer data.

6.7.2. METEOCONTROL is entitled to use all the CUSTOMER data to provide the SERVICES.

6.7.3. The CUSTOMER expressly consents that METEOCONTROL may use the data generated through the use of the SERVICES (plant-related measurement, yield and production data) in anonymous form for METEOCONTROL's purposes, in particular for advising the CUSTOMER, for the needs-based design and improvement of METEOCONTROL's products and services, and for training and optimising algorithms and models. The CUSTOMER may revoke their consent at any time with effect for the future.

6.7.4. METEOCONTROL is not permitted to transfer the data to third parties. In all other matters, the statutory law shall apply.

6.7.5. Notwithstanding the above regulations, METEOCONTROL is permitted to disclose said data to a limited extent if METEOCONTROL is obligated to do so based on mandatory regulations like laws, public-law provisions or official orders. In this case, METEOCONTROL shall notify the CUSTOMER without undue delay of such an order, court decision and/or law as far as this is legally permissible. In the context of this exception, METEOCONTROL shall only disclose data as in the sense of this Section 6.7 that absolutely must be disclosed to a government or judicial authority. METEOCONTROL shall make reasonable efforts to obtain assurances that said data will be kept confidential.

6.7.6. The CUSTOMER may at any time, until the end of the CONTRACT, access their raw data (e.g. measurement data), the type and scope of which depends on the respective plant, free of charge using the API provided by METEOCONTROL. All raw data of the CUSTOMER can be provided until the end of the CONTRACT period. After the end of the CONTRACT, METEOCONTROL will start to gradually delete the raw data at an unspecified time, but no later than after twelve (12) months, starting with the chronologically oldest data. METEOCONTROL is only obliged to provide the data that is still on the servers at the time of the data provision.

6.7.7. Upon request by the CUSTOMER and with invoicing of the costs specific to the work involved and as far as technically feasible, METEOCONTROL may also provide the raw data to the CUSTOMER in a electronic machine-readable format that is agreed with

the CUSTOMER and which is chosen by METEOCONTROL.

- 6.7.8. METEOCONTROL does not have any right to retention or lien (Section 562 BGB [German Civil Code]) with regard to the CUSTOMER's data.

6.8. Intellectual property, trademark use

- 6.8.1. The software, SERVICES and the PLATFORM are and shall remain the property of METEOCONTROL. METEOCONTROL and their subcontractors (with regard to the components provided by them) retain all copyrights, patents, trademarks, trade secrets and other property rights relating to or associated with the software, SERVICES and PLATFORM.
- 6.8.2. METEOCONTROL grants the CUSTOMER the simple, non-transferable, non-sublicensable right to use the trademarks necessary for the provision of the SERVICES under the CONTRACT and for its duration. The CUSTOMER has the right to advertise the SERVICES using these trademarks within the scope of Section 14. However, this CONTRACT does not constitute any kind of agent or representation relationship or distribution partnership between the PARTIES. The PARTIES act independently of each other and without any authority to bind the other PARTY to third parties in any way.

6.9. Open-source components

- 6.9.1. METEOCONTROL will document the use of open-source software in the provided SERVICES in a comprehensible format. The currently applicable list of used open-source components including the reference to the applicable license conditions may be accessed in the customer portal.

7. Remuneration

7.1. Amount of remuneration

- 7.1.1. The amount of remuneration for the SERVICES provided by METEOCONTROL and the payment modalities are defined in this CONTRACT, in particular this Section 7, Section 3.3.3 and in **ANNEX LICENSES**.
- 7.1.2. All prices or remunerations listed in the CONTRACT are net prices exclusive of the currently applicable statutory VAT and other statutory charges.

7.2. Adjustment of remuneration

- 7.2.1. METEOCONTROL shall be entitled to adjust the remuneration for the SERVICES provided and thus **ANNEX LICENSES** from time to time with effect for the future and to an appropriate extent, provided that more than four (4) months have passed since the conclusion of the CONTRACT and the cost situation has changed. A price increase may be implemented no more than once per calendar year. METEOCONTROL shall inform the CUSTOMER of the planned price increase at least three (3) months prior to the increase. In the event of a price increase of more than 5%, a justified cause within the meaning of Section 8.2.2 shall exist, so the CUSTOMER is entitled to terminate the CONTRACT without notice. The special right to termination must be exercised within a period of one (1) month before the price increase takes effect.

7.3. Payment terms

- 7.3.1. The agreed SCOPE OF SERVICES shall be invoiced quarterly in advance based on the systems/plants and MODULES activated at the time of invoicing. Invoicing is generally automated. In this process, an E-invoice in accordance with the German VAT Act [Umsatzsteuergesetz] is created for the CUSTOMER and sent to them by e-mail. METEOCONTROL is entitled to change this process or the selected form of dispatch, in particular if this is required for legal, organisational or technical reasons. If the CUSTOMER requests a different form of invoicing, METEOCONTROL reserves the right to reject this deviation or to charge for the additional work involved.
- 7.3.2. Systems/plants and MODULES added or registered within a respective quarter are not charged until the next invoicing date. If a system/plant and/or MODULE is deleted or deactivated during a quarter, the full remuneration is charged for each partial quarter with the next invoicing date.
- 7.3.3. Invoices are due and payable without deduction within the payment period defined in the Master-Agreement from the invoice date.
- 7.3.4. In the event of delayed payment, METEOCONTROL is entitled to charge interest on remuneration claims at a rate of 9% per year. The right to claim higher damages due to the delayed remuneration remains reserved. In the event of persistent delay in payment, METEOCONTROL shall be entitled, after prior notice, to suspend the CUSTOMER's access to the PLATFORM. This does not affect the CUSTOMER's contractual payment obligation.
- 7.3.5. The CUSTOMER may only set off claims against other claims of the CUSTOMER against METEOCONTROL if these are undisputed by METEOCONTROL or have been legally established.
- 7.3.6. For the calculation of the capacity-based remuneration, the figures are rounded to full kWp (for PV), kW (for wind/hydro) or kWh (for batteries) for accounting purposes.

7.4. Withholding Tax

- 7.4.1. If CUSTOMER's registered office is located outside of Europe and if any payments to be made by or on behalf of the CUSTOMER under or with respect to this CONTRACT are subject to any deduction or withholding for, or on account of, any present or future taxes, levies, imposts, duties, charges or fees (hereinafter collectively or individually "TAXES") the following shall apply:
- 7.4.1.1. the amount payable by the CUSTOMER to METEOCONTROL shall be increased to the extent necessary so that, after making all

- required deductions or withholdings (including deductions and withholdings applicable to, and taking into account all TAXES on, or arising by reason of the payment of, additional amounts under this Section), METEOCONTROL receives and retains an amount equal to the amount that it would have received had no such deductions or withholdings been required,
- 7.4.1.2. the CUSTOMER shall make such deductions or withholdings, and
 - 7.4.1.3. the CUSTOMER shall remit the full amount deducted or withheld to the relevant taxing authority in accordance with the applicable laws.
 - 7.4.2. The CUSTOMER shall indemnify METEOCONTROL for the full amount of any such TAXES latest ten (10) days after the date of written demand by METEOCONTROL.

8. CONTRACT term

8.1. Start of CONTRACT, (minimum) CONTRACT term and ordinary termination

- 8.1.1. The start of the CONTRACT and minimum CONTRACT term of the CONTRACT are defined in the Master-Agreement.
- 8.1.2. If the CONTRACT is not terminated with a notice period of three (3) months to the end of the year, it automatically extends by one (1) year. The earliest possible termination date is the end of the minimum CONTRACT term. Section 3.3.3 applies with regard to MODULES.
- 8.1.3. Due to their nature and their protective purpose, certain obligations of both PARTIES shall continue despite termination of the CONTRACT. These include, in particular, confidentiality, intellectual property, jurisdiction and choice of law.
- 8.1.4. Upon termination of the CONTRACT, regardless of the point in time, there is no entitlement to reimbursement, not even partial reimbursement of previously paid license remunerations or possible set-up remunerations, unless the termination is extraordinary based on the fault of METEOCONTROL or due to Section 3.3.2.4.
- 8.1.5. All rights of use, including those for MODULES, expire upon termination of the CONTRACT.

8.2. Extraordinary termination

- 8.2.1. Both PARTIES reserve the right to extraordinary termination of all or individual SERVICES for justified cause under to the conditions of this Section 8.2 and Section 314 BGB [German Civil Code]. If there are objectively justified cause, the terminating PARTY may specify a reasonable termination period (phasing-out period).
- 8.2.2. Justified cause shall be deemed to exist if the terminating PARTY cannot reasonably be expected to continue the contractual relationship until the agreed termination date or until the expiry of the ordinary notice period, taking into account all circumstances of the individual case and weighing the interests of both PARTIES. If justified cause consists in the breach of a contractual obligation, the termination shall only be permissible after the unsuccessful expiry of a reasonable period of time set for remedial action or after an unsuccessful warning, unless the basis of trust for the further continuation of the CONTRACT has already been so shaken by the first breach of contractual that it cannot be restored even by setting a deadline for remedial action or a warning.
- 8.2.3. Justified cause shall be deemed to exist in particular if:
 - 8.2.3.1. one PARTY breaches a material contractual provision and has not remedied the breach within a reasonable period of time, but at least forty-five (45) calendar days, after receipt of a written request from the other PARTY. No deadline is required if the PARTY in breach of contract refuses to remedy the situation or if the remedy is impossible or if it is unreasonable for the PARTY faithful to the contract;
 - 8.2.3.2. the CUSTOMER is in delay (a) of payment of METEOCONTROL's invoices for the ongoing provision of SERVICES for three (3) consecutive months or (b) of payment of METEOCONTROL's invoices for the ongoing provision of SERVICES in an amount equal to the average invoice amount for the ongoing provision of SERVICES for three (3) months. Termination shall only be effective if METEOCONTROL has requested payment from the CUSTOMER in writing beforehand;
 - 8.2.3.3. there is reasonable suspicion that the CUSTOMER has violated these TERMS, in particular the limitations on use described in Section 6.5 to 6.7. The CUSTOMER may avert these measures if they dispels the suspicion by providing suitable proof at their own expense.
- 8.2.4. Notice of termination for justified cause may only be issued within a period of six (6) weeks after the PARTY entitled to terminate has become aware of the reason for termination. If the overall consideration of a series of events authorises a PARTY to terminate, the termination period shall be calculated from the last of those events.

8.3. Form

All terminations must be submitted in text form.

9. Warranty, subsequent performance

- 9.1. METEOCONTROL warrants the functionality and operational readiness of the provided SERVICES within the scope of the agreed SCOPE OF SERVICES in accordance with Section 3.3 and in accordance with the availabilities in accordance with Section 4. A significant shortfall in this regard generally constitutes a DEFECT.
- 9.2. Following the state of the art, however, it is not possible to exclude errors of the PLATFORM under all conditions of use. The performance (e.g. access speed, upload and download speed) of the PLATFORM depends, among other things, to a large extent on

the respective locally available bandwidth of the Internet. METEOCONTROL has no influence on this bandwidth. A further functionality of the PLATFORM or a further scope of functions beyond this is not owed.

- 9.3. CUSTOMERS must document any DEFECTS within the meaning of Section 9.1 in a comprehensible manner and notify METEOCONTROL of them (at least) in text form and without undue delay after their discovery. If the DEFECTS are not reported to METEOCONTROL without delay and further defects / higher costs arise as a result, these shall be borne by the CUSTOMER.
- 9.4. DEFECTS will be remedied by METEOCONTROL free of charge within a reasonable period of time, provided the DEFECT is significant or impairs functionality. METEOCONTROL may choose whether to correct the DEFECT, in particular in the form of a software update as defined in Section 3.3.2.2. METEOCONTROL may also choose to deliver an alternative solution for faulty functions that enables the CUSTOMER to use the SERVICES as agreed. METEOCONTROL has the right to carry out the subsequent performance as part of the release planning.
- 9.5. METEOCONTROL can also provide subsequent performance by giving the CUSTOMER instructions by telephone, in writing or by email.
- 9.6. If METEOCONTROL does not remedy a significant DEFECT within a reasonable period of time, the CUSTOMER is entitled to demand a reduction in the remuneration. The right to terminate the CONTRACT or to claim damages remains unaffected.

10. Defects of title

10.1. Principle

- 10.1.1. METEOCONTROL warrants that the contractual use of the SERVICES provided by METEOCONTROL will not infringe any third-party rights.
- 10.1.2. If claims are asserted based on actual or alleged violations of third-party rights due to the CUSTOMER's use of the SERVICES, the PARTIES shall inform one another in writing without undue delay. The PARTIES shall cooperate closely to defend against such claims, with METEOCONTROL taking the lead in the proceedings as provided by applicable procedural law. METEOCONTROL shall bear the costs of the CUSTOMER's legal defence to a reasonable amount.
- 10.1.3. If the contractual use of the SERVICES is impaired because of claims being asserted by third parties, METEOCONTROL has the right to (i) change the SERVICES at their own expense so that they no longer infringe on third-party rights, (ii) obtain authorisation at their own cost for the SERVICES to be used unrestrictedly in accordance with the CONTRACT, or (iii) to provide a comparable alternative.

10.2. Indemnification

- 10.2.1. If the CUSTOMER incurs costs, damage or obligations in connection with the defence or other handling or settlement of claims for defects of title in relation to the SERVICES provided, METEOCONTROL shall indemnify and hold the CUSTOMER harmless from any costs or obligations imposed in a final court judgment or arbitration award, or from any costs or obligations recognised in a settlement, and from the costs of a reasonable legal defence.
- 10.2.2. If the CUSTOMER incurs costs and/or damages and/or obligations (including the costs for a reasonable legal defence) as result of a settlement agreement, the indemnification shall be conditional on METEOCONTROL either having agreed to the settlement or having failed to take over the conduct of the proceedings with regard to the dispute with the third party.

10.3. Further rights

- 10.3.1. If a court injunction is imposed regarding the use of the SERVICES provided or parts of the SERVICES based on an alleged violation of third-party rights, METEOCONTROL must, at their discretion, (i) obtain the right for the CUSTOMER to continue to use the affected SERVICE(S) or parts of the SERVICE(S), or (ii) replace the affected SERVICE(S) or parts of the SERVICE(S) with other elements that match the functionality of the replaced elements, or (iii) change the affected SERVICE(S) or parts of the SERVICE(S) in such a way that they do not violate third-party rights.
- 10.3.2. If none of these measures are possible, METEOCONTROL shall reimburse the CUSTOMER for remuneration paid for the affected SERVICE(S) on a proportional basis for the duration of the impairment.
- 10.3.3. The provisions of this Section 10 govern the liability for defects of title conclusively.
- 10.3.4. The indemnification applies only to third-party claims resulting from the use of the SERVICES in the EU, the EEA and Switzerland.

10.4. Limitation period

Claims as defined in this Section 10 shall become time-barred within 24 months of the CUSTOMER becoming aware of the facts on which the claims are based.

11. Liability

11.1. Unlimited liability

METEOCONTROL is liable without limitation in accordance with the statutory provisions in the event of intent, gross negligence, fraudulent intent and in the event of the assumption of a guarantee. This also applies to liability for damage to life, limb, or health and to liability under the German Product Liability Act [Produkthaftungsgesetz] as well as for liability under other mandatory laws.

11.2. Limitation of liability

In the event of a slightly negligent breach of material contractual obligations, liability is limited to the foreseeable damage typical for the CONTRACT, but not exceeding the total annual remuneration. Material contractual obligations are those whose fulfilment is essential for the proper performance of the CONTRACT and on whose compliance the CUSTOMER relies on and may rely. In the event of a slightly negligent breach of insignificant contractual obligations, METEOCONTROL shall not be held liable.

11.3. Liability for agents and organs

The restrictions of Section 11.2 also apply in favour of legal representatives and subcontractors of METEOCONTROL, if claims are brought against them directly.

11.4. Limitation period

Claims for damages, regardless of the legal basis, shall become time-barred within 24 months of the claim arising and becoming known. This does not apply to intent, fraudulent intent, in the case of damage to life, limb or health and liability under the German Product Liability Act [Produkthaftungsgesetz], liability under other mandatory laws and assumption of a guarantee.

11.5. Contributory negligence

If a damage can be attributed to the fault of METEOCONTROL as well as to the fault of the CUSTOMER, the CUSTOMER's must accept part of the liability. In particular in cases where services provided by METEOCONTROL are used by unauthorised third parties with the aid of the CUSTOMER's access data, the CUSTOMER is liable for any remunerations incurred as a result, provided the CUSTOMER is responsible for the access by the unauthorised third party.

12. Force majeure

12.1. Force majeure occurs in the event of any unforeseeable, serious event beyond the sphere of influence of a PARTY, as a result of which a PARTY is fully or partially prevented from fulfilling its obligations. This includes, in particular, war, terrorist conflicts, pandemics, epidemics or labour disputes, insolvency of subcontractors of METEOCONTROL, fire damage, flooding, strikes as well as operational disruptions not caused by the PARTIES, or official ordinances and legal lock-outs.

12.2. In the event of being unable to fulfil the contractual obligations due to force majeure, the affected PARTY shall notify the other PARTY of the occurrence and the cessation of the force majeure without undue delay. It shall use its best efforts to remedy the force majeure and to limit its effects as far as possible.

12.3. The PARTIES undertake to adapt this CONTRACT to the changed circumstances in good faith. The PARTIES shall be released from their contractual obligations for the duration and to the extent of the direct and indirect effect and shall not owe any damages in this respect.

12.4. In the event that an adaptation in good faith is not in the interest of either PARTY, the CONTRACT may be extraordinarily terminated if it is foreseeable that the contractual obligations will be prevented for more than 60 days. Any additional costs incurred as a result of such termination shall be borne by the PARTIES themselves.

13. Confidentiality

13.1. CONFIDENTIAL INFORMATION may only be used for purposes of fulfilling the CONTRACT. The PARTIES undertake to treat CONFIDENTIAL INFORMATION in strict confidence and to take all necessary measures to prevent CONFIDENTIAL INFORMATION from becoming accessible to unauthorized third parties. The PARTIES undertake to make CONFIDENTIAL INFORMATION available only to third parties who require such information (assigned employees, subcontractors, AFFILIATED COMPANIES).

13.2. In addition, the PARTIES agree to maintain confidentiality regarding the content of the contractual provisions and the knowledge gained in the process of fulfilling the CONTRACT.

13.3. The confidentiality obligation applies in particular to the access data, email and IP addresses and passwords provided by METEOCONTROL.

13.4. The confidentiality obligation also applies to the initiating a contractual relationship and beyond the termination of the contractual relationship. The involved third parties shall be subject to a corresponding confidentiality obligation.

14. Reference clause

14.1. The PARTIES are permitted to use the name and logo of the other PARTY as a reference.

14.2. The PARTIES give each other permission to use the logos and trademarks they need for this purpose. The permission is free of charge, non-transferrable and applies beyond the term of the contract for an indefinite period.

14.3. Any further publications and information within the scope of usual external corporate communications or marketing are only permitted with the prior consent (at least in text form) of the other PARTY.

15. Subcontractors

15.1. METEOCONTROL is entitled to use subcontractors for the provision of SERVICES, in particular CLOUD SERVICE PROVIDERS.

15.2. METEOCONTROL shall structure the agreements with her subcontractors in accordance with the provisions of this CONTRACT.

16. Data security

- 16.1.** Each PARTY is obligated to ensure the adequate security of data during its transmission via public telecommunications facilities or the SERVICES provided on the PLATFORM. The PARTIES are also obligated to ensure that the access to the computer systems used to provide the agreed services complies with all legal requirements or requirements imposed by supervisory authorities, and that access to the data is protected from unauthorised use by means of appropriate technical and organisational measures.
- 16.2.** The PARTIES shall make every reasonable effort to achieve the best possible protection against malware, which corresponds to the respective state of the art. The PARTIES shall inform each another immediately in text form of any suspected violations of a security measure taken or other security incidents that may be relevant to the security of the provision of the agreed services and cooperation services and shall provide each other with reasonable support in minimising or remedying any damage. The term security incidents applies to all incidents which violate the protection objectives of (i) availability, (ii) confidentiality and (iii) integrity of the data of the outsourcing CUSTOMER that are processed by METEOCONTROL or their subcontractors.
- 16.3.** The PARTIES monitor the data processing systems for which they are responsible (in the sense of applications, networks, data centres, etc.) regarding these violations of protection objectives. Physical protection objective violations (e.g. violations of access, etc.) must also be monitored.
- 16.4.** In the event of a violation of a protection objective, the other PARTY must be notified without immediately.

17. Export control clause

- 17.1.** The PARTIES are aware that the SERVICES may be subject to export and import restrictions. In particular, there may be permit requirements and/or restrictions on the use of the SERVICES or related technologies abroad. This must be checked on a case-by-case basis before any authorised transfer.
- 17.2.** When using the SERVICES, the CUSTOMER shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other relevant regulations, in particular regulations of all relevant sanction lists of the European Union and the United States of America regarding business transactions with companies, persons or organisations named therein.
- 17.3.** METEOCONTROL's contractual performance is contingent on the absence of obstacles to fulfilment due to national and international export and import regulations or any other statutory provisions.
- 17.4.** The CUSTOMER shall fully indemnify METEOCONTROL against all claims asserted by authorities or other third parties against METEOCONTROL due to non-compliance with the above obligations under export control law and undertakes to compensate METEOCONTROL for all damages and expenses incurred in this connection.
- 17.5.** All taxes, duties, remunerations, as well as import and export duties incurred in connection with the delivery shall be borne by the CUSTOMER.

18. Final provisions

18.1. CONTRACT language

The CONTRACT language is English.

18.2. Place of fulfilment

Place of fulfilment is the registered office of METEOCONTROL in Augsburg.

18.3. Applicable law

The CONTRACT is subject to German law to the exclusion of the United Nations Convention on Contracts for International Sales (CISG).

18.4. Place of jurisdiction

- 18.4.1.** The place of jurisdiction is Augsburg. However, METEOCONTROL shall be entitled to bring an action at the CUSTOMER's place of business.
- 18.4.2.** In the event that the CUSTOMER has their registered office outside Europe, both parties are entitled, as an alternative to Clause 18.4.1, to conduct arbitration proceedings to which the following provisions apply:
- 18.4.2.1.** The rules of the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) and the supplementary rules for third-party notices (DIS-TPNR) apply to the exclusion of recourse to the ordinary courts of law.
- 18.4.2.2.** The arbitration court consists of three (3) arbitrators.
- 18.4.2.3.** The venue shall be Munich, Germany.
- 18.4.2.4.** The language of the arbitration shall be English, unless otherwise agreed upon by the Parties.
- 18.4.2.5.** The cost of the arbitration, including expenses and reasonable attorney's fees shall be allocated among the Parties in correlation to winning and losing; the arbitral tribunal shall allocate the bearing of the costs in exercising its discretion solely guided by its decision.
- 18.4.2.6.** The arbitration shall be in lieu of any other remedy and the award shall be final, binding, and enforceable by any court having jurisdiction for that purpose.

18.5. Text form

18.5.1. Amendments and supplements to the CONTRACT must be made in text form to be valid. Changes and additions also must refer explicitly to the changed or amended contract.

18.5.2. No verbal ancillary agreements hereto exist. Any declarations to be issued shall only be valid if issued in text form.

18.6. Non-waiver

The failure of either PARTY to enforce any provision of this CONTRACT or to exercise any right arising under this CONTRACT shall not be construed as a waiver of any subsequent assertion of the provision or right of this CONTRACT. Any waiver must be in writing and signed by the PARTY making the waiver.

18.7. Severability clause

Should any provision of this CONTRACT be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose pursued by the PARTIES. This shall also apply in the event of a loophole.