

# (Annex 1:) mc Hardware and Services Terms

(Version 1.0.0, 08.12.2025)

METEOCONTROL shall provide the CUSTOMER with the SCOPE OF SERVICES specified in the **CONTRACT** in accordance with the following provisions.

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## 1. Definitions

Terms within the CONTRACT that are written in capitals have the following meanings

<p><b>ADDITIONAL SERVICES</b></p>	<p>refers to the services described in the CONTRACT, in particular in the ORDER CONFIRMATION. These may include the following services in particular:</p> <ul style="list-style-type: none"> <li>• COMMISSIONING of the delivered PRODUCTS,</li> <li>• services in the field of TECHNICAL DESIGN,</li> <li>• services in the field of PROJECT MANAGEMENT,</li> </ul>
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	<ul style="list-style-type: none"> <li>• services in the field of TECHNICAL CONSULTING, and</li> <li>• services in the field of SCADA CENTER SERVICES.</li> </ul> <p>Depending on their nature, the ADDITIONAL SERVICES may be ordered together with the purchase of HARDWARE or independently thereof. For the ADDITIONAL SERVICES, further annexes may become part of the CONTRACT within the meaning of Section 3.8.1., in which the detailed contractual terms and conditions of the respective ADDITIONAL SERVICES are defined.</p>
AFFILIATED COMPANIES	are legal entities that exercise direct or indirect control over a PARTY to this agreement ("PARENT COMPANIES") or that are directly or indirectly controlled by a PARTY or its PARENT COMPANY. For the purposes of this definition, "controlled" or "control" means the direct or indirect holding of more than 50% of the shares/stocks or voting rights.
COMMISSIONING	refers to an ADDITIONAL SERVICE, which includes, in particular, the configuration of the components supplied by METEOCONTROL, including parameterization, documentation, and functional testing of the system control.
CONFIDENTIAL INFORMATION	means all information in written, electronic, oral, or other form that one PARTY discloses to the receiving PARTY or its representatives if it is: <ul style="list-style-type: none"> <li>• marked, designated, or identified as confidential;</li> <li>• recognizable as confidential in nature based on their content or the circumstances, or are subject to a legal obligation of confidentiality or data protection;</li> <li>• protected by industrial property rights or copyrights;</li> <li>• not generally known or readily accessible, has economic value, is kept secret by the rightful owner, and there is a legitimate interest in keeping it secret; or</li> <li>• derived from confidential information that has already been disclosed.</li> </ul>
CONTRACT	refers to the entire agreement between the CUSTOMER and METEOCONTROL in this matter, consisting of – depending on the type of contract conclusion – the ORDER CONFIRMATION in conjunction with these TERMS or the MASTER AGREEMENT together with annexes in their entirety.
CUSTOMER	refers to the natural or legal person named in the CONTRACT who purchases PRODUCTS from METEOCONTROL or commissions ADDITIONAL SERVICES.
CUSTOMER COMPONENTS	refers to all items, such as components, devices, software, or other materials provided by the CUSTOMER which are either to be integrated into the HARDWARE or integrated together with the HARDWARE into the system of the CUSTOMER or that of its customers.
DERIVATIVE DATA	refers to data within the meaning of Section 6.1.3.
HARDWARE	refers to the (system) components offered by METEOCONTROL and specified in the CONTRACT, in particular in the ORDER CONFIRMATION, especially for the monitoring and control of energy generation systems, such as data loggers, sensors, meters, controllers, switch cabinet solutions, etc.
IN WRITING / WRITING	means that a declaration is made in a permanently legible form using characters, e.g. by e-mail or as a PDF document. Unless expressly agreed otherwise, a handwritten signature, in particular by name, is not required.
MASTER AGREEMENT	refers to a contract concluded between METEOCONTROL and the CUSTOMER to regulate one-off or recurring sales of HARDWARE and/or the provision of ADDITIONAL SERVICES. The MASTER AGREEMENT defines the general terms and conditions of the contract and, if applicable,

	other (project-)specific annexes, on the basis of which the respective contractual SCOPE OF SERVICES is commissioned and performed.
METEOCONTROL	refers to the company of the meteocontrol Group named in the CONTRACT.
ORDER CONFIRMATION	refers to the order confirmation and in the case of sections 3.3. and 3.4. WRITTEN declaration of acceptance by METEOCONTROL to the CUSTOMER, whereby METEOCONTROL confirms the CUSTOMER's order and in the case of sections 3.3. and 3.4. the CONTRACT becomes legally binding in accordance with the terms and conditions contained in the ORDER CONFIRMATION. This also applies to individual orders within framework agreements. The ORDER CONFIRMATION may have further annexes.
PARTY, PARTIES	means METEOCONTROL or the CUSTOMER or both jointly-
PRODUCTS	are the HARDWARE and SOFTWARE listed in the CONTRACT, in particular in the ORDER CONFIRMATION.
PROJECT MANAGEMENT	refers to an ADDITIONAL SERVICE, which includes, in particular, the planning and implementation of a system design for feed-in management and monitoring of energy generation systems, taking into account the requirements of grid operators and CUSTOMERS.
SAAS-SERVICES	refers to services for which a CONTRACT is concluded in accordance with Section 3.4., but which are provided by METEOCONTROL within the scope of mc Cloud or VCOM. Therefore, the terms and conditions described in Section 2.2. apply to such services.
SCADA CENTER SERVICES	refers to ADDITIONAL SERVICES that are provided on a recurring basis to maintain the performance and availability of the CUSTOMER's existing SCADA system.
SCOPE OF SERVICES	refers to all deliveries and services owed by METEOCONTROL, in particular the sale of HARDWARE, the provision of ADDITIONAL SERVICES, and the applicable prices and delivery terms.
SOFTWARE	refers to software (components) that are integrated into the HARDWARE or used by METEOCONTROL to provide the SCOPE OF SERVICES.
TECHNICAL CONSULTING	refers to an ADDITIONAL SERVICE that includes, in particular, technical consulting and assessment in connection with the planning, construction, operation, and evaluation of photovoltaic systems and battery storage systems. This includes, in particular, yield calculations and evaluations, technical reports, technical due diligence reviews, construction supervision, technical inspections, and consulting on technical issues. The services are provided on a project-specific basis based on customer-specific requirements and legal and regulatory framework conditions.
TECHNICAL DESIGN	refers to the technical design of the monitoring and control of PV systems and battery systems and the development of a technical solution in accordance with the specifications of the grid operator.
TERMS	refers to these contractual terms and conditions, "mc Hardware and Services Terms", which – depending on the type of contract concluded – may also form part of a MASTER AGREEMENT as Annex 1.
THIRD PARTIES	may be AFFILIATED COMPANIES of the CUSTOMER, (end) customers of the CUSTOMER or other third parties in the respective context of the clauses.
THIRD-PARTY DATA	refers to data from THIRD PARTIES as defined in Section 6.1.8.
QUOTE	refers to a non-binding "invitatio ad offerendum" from METEOCONTROL, based on which the CUSTOMER may submit the actual offer in the form of an order.

## 2. Scope of the TERMS

2.1. The TERMS apply to all contracts between METEOCONTROL and the CUSTOMER for the sale and delivery of HARDWARE and the

provision of ADDITIONAL SERVICES, unless otherwise expressly agreed between the PARTIES. The PARTIES may agree that the CONTRACT and thus these TERMS shall also apply to their AFFILIATED COMPANIES.

- 2.2. If the SCOPE OF SERVICES involves SAAS SERVICES, the mc Cloud Terms in their latest version (available at [www.meteocontrol.com/legal/en/mcCloud-Terms.pdf](http://www.meteocontrol.com/legal/en/mcCloud-Terms.pdf)) shall take precedence over these TERMS.
- 2.3. These TERMS apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the CUSTOMER shall not become part of the CONTRACT. This shall also apply if METEOCONTROL executes the CONTRACT or provides the SCOPE OF SERVICES without reservation, even without expressly objecting or being aware of the CUSTOMER's terms and conditions.

### 3. Conclusion of the CONTRACT

#### 3.1. General provision

- 3.1.1. The conclusion of the CONTRACT depends on the manner in which it is concluded.

#### 3.2. Conclusion of the CONTRACT with a MASTER AGREEMENT

- 3.2.1. If a MASTER AGREEMENT is concluded between the PARTIES, the CONTRACT shall be concluded upon mutual signing of this agreement, which may be done by hand or by electronic signature, e.g. via DocuSign or comparable services. The TERMS shall form an integral part of the MASTER AGREEMENT as an annex and shall be deemed binding upon conclusion of the MASTER AGREEMENT. A contractual relationship between the PARTIES shall be established upon signing of this CONTRACT by both PARTIES.
- 3.2.2. If the contract concluded with a MASTER AGREEMENT is a framework agreement, the PARTIES hereby agree that this framework agreement shall then apply to all individual contracts concluded between the PARTIES (and, if applicable, their AFFILIATED COMPANIES). These individual contracts may be concluded by yet another MASTER AGREEMENT (in reference to the original MASTER AGREEMENT) or in the manner described in clause 3.4. ("Conclusion of contract in other respects"). The TERMS shall form an integral part of the MASTER AGREEMENT as an annex and shall be deemed to have been bindingly agreed upon conclusion of the framework agreement.
- 3.2.3. If the contract concluded with the MASTER AGREEMENT is an individual contract, which, e.g., is concluded for a specific project, the TERMS and the ORDER CONFIRMATIONS mentioned shall become part of the CONTRACT.

#### 3.3. Conclusion of CONTRACTS in the online shop

- 3.3.1. When purchasing HARDWARE via the METEOCONTROL online shop, the CUSTOMER submits a binding offer to conclude a contract upon completion of the order process.
- 3.3.2. The CONTRACT is concluded as soon as METEOCONTROL accepts the order by means of an ORDER CONFIRMATION.
- 3.3.3. The TERMS are made available to the CUSTOMER during the ordering process and must be confirmed by the CUSTOMER before the order is completed. Upon submission of the order, these TERMS shall be deemed an integral part of the CONTRACT.

#### 3.4. Conclusion of CONTRACT in other respects

- 3.4.1. If the CUSTOMER requests the delivery of HARDWARE and/or the provision of ADDITIONAL SERVICES outside of a MASTER AGREEMENT or the online shop, METEOCONTROL shall, upon request, provide the CUSTOMER with a QUOTE summarizing the essential contents of the contract and serving as the basis for the CUSTOMER's order. This QUOTE is not to be understood as an offer in the legal sense, but as a basis for negotiation (preliminary offer).
- 3.4.2. If the CUSTOMER places an order on the basis of the QUOTE, this order constitutes a binding contractual offer by the CUSTOMER. The CONTRACT is concluded as soon as METEOCONTROL accepts this offer by means of an ORDER CONFIRMATION. The TERMS are made available to the CUSTOMER with the preliminary offer and are deemed to be effectively included upon placement of the order.

#### 3.5. Deviating order confirmations or deliveries

- 3.5.1. If an ORDER CONFIRMATION or a delivery/service provision deviates from the CUSTOMER's order, this deviation shall be deemed a new offer by METEOCONTROL, which the CUSTOMER may accept either by express WRITTEN acceptance or by implied acceptance through receipt of the PRODUCTS or ADDITIONAL SERVICES or by making a payment or down payment.

#### 3.6. Binding nature and changes to the SCOPE OF SERVICES

- 3.6.1. The applicable SCOPE OF SERVICES is set out in the CONTRACT, primarily in the ORDER CONFIRMATION from METEOCONTROL.
- 3.6.2. In individual cases, particularly for individual switch cabinet orders or if advance payment has been agreed, METEOCONTROL is entitled to issue the ORDER CONFIRMATION initially without specifying or with a non-binding indication of expected delivery or shipping dates, e.g. the expected shipping date ("ETD"). In these cases of non-binding deadlines, clause 4.2.2.2. shall apply in addition. A binding deadline or ETD shall be communicated to the CUSTOMER IN WRITING in an update to the ORDER CONFIRMATION once the necessary conditions have been met (e.g. completion of the circuit diagram or receipt of the agreed advance payment). The ETD shall only become binding once the ORDER CONFIRMATION has been updated and the binding nature of the deadlines has been expressly confirmed.
- 3.6.3. If an estimated number of hours is specified in the CONTRACT (in a QUOTE and/or ORDER CONFIRMATION) with regard to

ADDITIONAL SERVICES, in particular COMMISSIONING, this estimation is deemed a non-binding cost estimate. In such cases, the actual remuneration shall be based on the actual work performed and shall be invoiced on the basis of the agreed hourly rates. This shall apply unless a fixed price has been expressly agreed between the PARTIES. The CUSTOMER shall have no claim to compliance with the estimated number of hours.

- 3.6.4. Outside of clauses 3.6.2. and 3.6.3., changes to the SCOPE OF SERVICES, in particular those relating to individual circumstances at the CUSTOMER, shall only be effective if they have been confirmed IN WRITING and by mutual agreement by both PARTIES.
- 3.6.5. Such changes may result in particular in changes to prices, services, and deadlines. Until a final WRITTEN agreement on the changes has been reached, both PARTIES shall be bound by the originally agreed terms and conditions and shall continue to perform the CONTRACT. Subsequent mutually agreed adjustments shall take precedence over previous deadlines or service agreements.
- 3.6.6. If the CUSTOMER wishes to make changes to the SCOPE OF SERVICES after conclusion of the CONTRACT, METEOCONTROL shall not be obliged to implement these unless METEOCONTROL expressly agrees to them IN WRITING. In this case, the remuneration and any delivery and service deadlines shall be adjusted accordingly. If necessary, METEOCONTROL shall submit a WRITTEN supplementary offer to the CUSTOMER for this purpose.

**3.7. Cancellation by the CUSTOMER**

- 3.7.1. Cancellation of the order or the CONTRACT by the CUSTOMER after conclusion of the CONTRACT is only possible with the WRITTEN consent of METEOCONTROL. In this case, METEOCONTROL reserves the right to charge a cancellation fee and reasonable remuneration for services already rendered, expenses incurred, and capacities reserved. METEOCONTROL also reserves the right to demand further compensation.

**3.8. Components of the CONTRACT**

- 3.8.1. The annexes referred to in the ORDER CONFIRMATION and, if applicable, in the MASTER AGREEMENT shall form an integral part of the CONTRACT. Insofar as the annexes contain special contractual conditions, in particular for ADDITIONAL SERVICES, which define the SCOPE OF SERVICES in more detail, these conditions shall take precedence over the TERMS in the event of a conflict.
- 3.8.2. The technical information, product descriptions, or cost estimates contained in catalogues, brochures, the online shop or mc Help Center, or in other METEOCONTROL information documents do not constitute binding offers, but merely a non-binding invitation to the CUSTOMER to submit a binding offer to conclude a contract with METEOCONTROL. They only become part of the CONTRACT if they are explicitly included.

**4. Delivery and service**

**4.1. SCOPE OF SERVICES**

- 4.1.1. The respective SCOPE OF SERVICES is set out in the CONTRACT, in particular in the respective ORDER CONFIRMATION and, with regard to the delivery terms in particular, in the provisions of these TERMS. The scope of delivery and services specified in the most recent version of the aforementioned documents shall always be decisive. Insofar as agreed, METEOCONTROL shall deliver the PRODUCTS specified therein and provide the ADDITIONAL SERVICES.

**4.2. Delivery of the PRODUCTS**

**4.2.1. Terms of delivery**

- 4.2.1.1. Unless otherwise agreed by the PARTIES, the PRODUCTS shall be delivered "ex works" (EXW) in accordance with Incoterms 2020, warehouse address: Germany.
- 4.2.1.2. At the request of the CUSTOMER, delivery of the PRODUCTS to a delivery address specified by the CUSTOMER may be agreed. In this case, delivery shall be carried out by a transport company selected by METEOCONTROL at the expense and risk of the CUSTOMER – subject to the provisions of Section 4.2.1.3.
- 4.2.1.3. METEOCONTROL is entitled to make reasonable partial deliveries and provide reasonable partial services to the CUSTOMER, insofar as this is reasonable for the CUSTOMER, taking into account the purpose of the CONTRACT.

**4.2.2. Delivery periods and delay**

- 4.2.2.1. If delivery periods are binding, the date of dispatch of the PRODUCTS shall be decisive for compliance with the delivery period.
- 4.2.2.2. METEOCONTROL shall be entitled to subsequently change non-binding deadlines at its reasonable discretion, in particular in the event of bottlenecks, capacity shifts, or other objective reasons that necessitate an adjustment.
- 4.2.2.3. Delivery periods shall be extended appropriately if compliance with them becomes impossible due to circumstances for which METEOCONTROL is not responsible. These include, in particular, cases of force majeure in accordance with Section 16., operational disruptions through no fault of METEOCONTROL, transport delays, or official measures.
- 4.2.2.4. Compliance with delivery periods requires that the CUSTOMER fulfils all obligations to cooperate necessary for execution in accordance with Section 8. in a timely manner and makes all due payments. If cooperation or payments are delayed, the delivery periods shall be extended in proportion to the respective delay. METEOCONTROL shall not be obliged to deliver until these conditions have been fully met.
- 4.2.2.5. If the CUSTOMER is in default of acceptance or violates its obligations to cooperate, METEOCONTROL shall be entitled to claim any additional expenses and damages resulting therefrom. Further legal claims remain unaffected.

- 4.2.2.6. Claims for damages by the CUSTOMER due to delayed delivery are excluded, unless the delay is due to intent or gross negligence on the part of METEOCONTROL.
- 4.2.3. **Transfer of risk**

The following provisions determine the point in time at which the risk of accidental loss or deterioration of the ordered PRODUCTS from METEOCONTROL passes to the CUSTOMER.

  - 4.2.3.1. Collection by the CUSTOMER

If the CUSTOMER or a THIRD PARTY commissioned by the customer collects the PRODUCTS from METEOCONTROL, the risk of accidental loss or accidental deterioration of the ordered PRODUCTS shall pass to the CUSTOMER upon provision of the PRODUCTS, unless the PARTIES have agreed otherwise.
  - 4.2.3.2. Shipping to an address specified by the CUSTOMER

If the PRODUCTS are shipped to a delivery address specified by the CUSTOMER, the risk shall pass to the CUSTOMER upon handover of the PRODUCTS to the transport company designated by METEOCONTROL. To secure all claims, METEOCONTROL hereby assigns any claims it may have against the transport company to the CUSTOMER. The CUSTOMER accepts this assignment.
  - 4.2.3.3. Default of acceptance and obligations to cooperate

The risk of general price decline, deterioration, or accidental loss of the PRODUCTS shall pass to the CUSTOMER with immediate effect as soon as the CUSTOMER is in default of acceptance or fails to fulfil its other essential obligations to cooperate in accordance with Section 8.
  - 4.2.3.4. Deviating agreements

If expressly agreed IN WRITING between the PARTIES, the risk of accidental loss or deterioration of the PRODUCTS may also only pass upon their arrival at the CUSTOMER's premises. In this case, the CUSTOMER must confirm proper delivery to METEOCONTROL IN WRITING within three (3) working days; if no objections are raised within this period, proper delivery shall be deemed confirmed even without explicit WRITTEN confirmation.
- 4.2.4. **Retention of title**
  - 4.2.4.1. METEOCONTROL retains title to the HARDWARE it has delivered until all claims arising from the CONTRACT and payable by the CUSTOMER have been paid in full.
  - 4.2.4.2. The CUSTOMER is not entitled to pledge, assign as security, process, or convert the HARDWARE delivered by METEOCONTROL before the transfer of ownership.
  - 4.2.4.3. The CUSTOMER shall provide METEOCONTROL with the CUSTOMER COMPONENTS that are to be integrated into the HARDWARE or integrated together with the HARDWARE into the CUSTOMER's or its customers' systems. These CUSTOMER COMPONENTS shall remain the property of the CUSTOMER as long as they have not been inseparably connected or mixed with the HARDWARE supplied by METEOCONTROL.
  - 4.2.4.4. If the HARDWARE from METEOCONTROL is inseparably connected or mixed with the CUSTOMER COMPONENTS, ownership of the connected CUSTOMER COMPONENTS shall pass to METEOCONTROL in proportion to the value of the HARDWARE to the CUSTOMER COMPONENT, and the connected components shall be subject to METEOCONTROL's retention of title.
  - 4.2.4.5. If the CUSTOMER sells the HARDWARE subject to retention of title or the connected CUSTOMER COMPONENTS to THIRD PARTIES before the transfer of ownership, it hereby assigns all resulting claims against the THIRD PARTY to METEOCONTROL in the amount of the purchase price owed. METEOCONTROL accepts this assignment. The CUSTOMER is entitled to collect these claims in its own name until further notice.
  - 4.2.4.6. If the HARDWARE subject to retention of title or the connected CUSTOMER COMPONENTS are seized by THIRD PARTIES or are subject to other interventions by THIRD PARTIES, the CUSTOMER is obliged to immediately inform these THIRD PARTIES of METEOCONTROL's ownership rights and to immediately inform METEOCONTROL IN WRITING so that it can enforce its rights. The CUSTOMER is also obliged to do everything reasonable to resolve or reverse the seizure or other interference as quickly as possible.
- 4.3. **Provision of ADDITIONAL SERVICES**
  - 4.3.1. **Acceptance of ADDITIONAL SERVICES**
    - 4.3.1.1. If an ADDITIONAL SERVICE is a service under a contract for work and services, the CUSTOMER is obliged to check the service result for conformity with the CONTRACT after it has been provided or completion has been notified and to either declare acceptance immediately or notify METEOCONTROL of any defects identified, providing a specific description. Insignificant defects do not entitle the CUSTOMER to refuse acceptance.
    - 4.3.1.2. Acceptance shall be deemed to have taken place if the CUSTOMER does not declare acceptance or report defects with a specific description of the defect within ten (10) working days, or alternatively within a reasonable period of time depending on the circumstances, after provision or notification of completion. This shall not apply to defects that were not or could not have been detected during the inspection.
    - 4.3.1.3. If an ADDITIONAL SERVICE under a contract for work and services is lost, deteriorates, or becomes impossible to perform prior to

acceptance due to an instruction by the CUSTOMER or for any other reason for which the CUSTOMER is responsible, without METEOCONTROL being responsible for this, METEOCONTROL shall be entitled to demand partial remuneration corresponding to the service already rendered and reimbursement of any expenses incurred.

4.3.1.4. Insofar as an ADDITIONAL SERVICE is a service within the meaning of a service contract, METEOCONTROL shall be obliged to perform the agreed activity properly, but not to achieve a specific result. Acceptance is not required in this case.

#### 4.3.2. **Language and translation**

4.3.2.1. All documentation, certificates, reports, or other documents provided by METEOCONTROL shall be made available exclusively in German or English.

4.3.2.2. Translation into another language shall only be provided upon prior WRITTEN request by the CUSTOMER and for a separate fee. METEOCONTROL shall not be responsible for translation errors unless a certified professional translation has been commissioned.

## 5. **Intellectual property and restrictions on use**

5.1. All copyrights, trademark rights, patent rights, and other industrial property rights to the delivered HARDWARE, SOFTWARE, and all documents provided within the scope of this CONTRACT, such as cost estimates, drawings, illustrations, or specifications, are exclusively vested in METEOCONTROL or the respective authorized THIRD PARTY in relation to the CUSTOMER.

5.2. There is no transfer of ownership of the SOFTWARE. However, METEOCONTROL grants the CUSTOMER a non-exclusive, transferable, unlimited right of use to the SOFTWARE in the form of a license, insofar as this is necessary for the intended operation of the delivered PRODUCTS or services provided and is described in more detail in the CONTRACT, in particular in the ORDER CONFIRMATION. This right of use also includes the right of use by THIRD PARTIES entrusted with the operation (e.g. operators, maintenance personnel). For clarity, the right of use does not include any access to source texts or source codes; the CUSTOMER acquires neither ownership nor any other rights of use in this regard.

5.3. Any further use, processing, reproduction, disclosure, making publicly available, or transfer of the SOFTWARE is not permitted without the express WRITTEN consent of METEOCONTROL or the respective rights holder. Reverse engineering of the PRODUCTS by the CUSTOMER is also not permitted.

5.4. Upon transfer of ownership of the delivered HARDWARE, the CUSTOMER shall receive it free of THIRD-PARTY rights, in particular free of liens or other encumbrances. The use of SOFTWARE by METEOCONTROL for the provision of ADDITIONAL SERVICES does not establish any rights of use or claims by the CUSTOMER to this SOFTWARE.

5.5. Other restrictions on the use of SOFTWARE

With regard to the SOFTWARE provided by METEOCONTROL, the CUSTOMER is subject to the restrictions on use described below. The CUSTOMER shall refrain, either itself or through THIRD PARTIES, from

- to carry out any actions relevant to copyright that are not expressly permitted by the rights of use granted above;
- decompile, disassemble, reverse engineer, or otherwise derive the source code of the SOFTWARE or parts thereof, unless this is expressly permitted by law;
- translate, convert, or otherwise modify the SOFTWARE, unless this is necessary for contractual use; the same applies to the documentation;
- to remove or alter any markings, copyright notices, or trademarks of METEOCONTROL or THIRD PARTIES;
- take or attempt to take measures to circumvent protective devices or technical restrictions of the SOFTWARE;
- impair the functionality of the SOFTWARE, for example through attacks such as SQL injection, denial-of-service attacks or similar;
- using the SOFTWARE in connection with offensive, illegal, or defamatory content or permitting such use;
- using the SOFTWARE contrary to applicable law or contractual requirements (including the provisions on ADDITIONAL SERVICES).

## 6. **Data processing and software maintenance**

### 6.1. **Rights to data and data use**

6.1.1. The CUSTOMER remains the sole owner of all data processed by or produced through using the SOFTWARE. This includes, in particular, individual configurations, settings, user administrations, system data, yield data, product data, and other customer-specific information.

6.1.2. METEOCONTROL is entitled to use all of the CUSTOMER data for the purpose of providing the SCOPE OF SERVICES.

6.1.3. The CUSTOMER acknowledges and agrees that METEOCONTROL may generate, collect, analyze, store, and use data and other information resulting from or derived from the following sources (a) the CUSTOMER's use of the PRODUCTS; and (b) CUSTOMER data that has been irreversibly anonymized, aggregated, pseudonymized, or otherwise transformed so that it no longer constitutes personal data within the meaning of Article 4(1) of Regulation (EU) 2016/679 (General Data Protection Regulation) or data within the meaning of Article 2(1) of Regulation (EU) 2023/2854 ("EU Data Act"). This data and information, including but not limited to correlations, relationships, aggregations, summarized data, trained algorithms, trained models, optimizations, predictions, patterns, and other results generated by artificial intelligence or similar analysis techniques (collectively, "DERIVATIVE DATA") are the sole

and exclusive property of METEOCONTROL. For clarity, all DERIVATIVE DATA and further developments, including all intellectual property rights, proprietary rights, and other rights therein, are the exclusive property of METEOCONTROL. METEOCONTROL owns all rights, titles, and interests in such DERIVATIVE DATA and further developments. For the avoidance of doubt, DERIVATIVE DATA and further developments are expressly excluded from the definition of CUSTOMER data and CUSTOMER property, and no rights of access, portability, or disclosure under the EU Data Act or other applicable data access rights apply to such DERIVATIVE DATA and further developments.

- 6.1.4. METEOCONTROL stores the data generated by the CUSTOMER only temporarily. Historical data is stored for at least 100 days. The CUSTOMER has free access at any time to the currently available data and the data stored in accordance with sentence 1 of this clause via the interface (API) provided by METEOCONTROL in a structured, commonly used, and machine-readable format.
- 6.1.5. Upon request by the CUSTOMER, METEOCONTROL shall also provide the CUSTOMER with their data in a common and machine-readable format by electronic means, insofar as this is technically feasible and in compliance with all security and data protection requirements.
- 6.1.6. Transfer to THIRD PARTIES is excluded, unless METEOCONTROL is obliged to do so by mandatory law, such as statutes, public law regulations, or official orders, or unless the transfer is expressly instructed by the CUSTOMER.
- 6.1.7. METEOCONTROL has neither a right of retention nor a statutory lien with regard to the CUSTOMER data.
- 6.1.8. METEOCONTROL is allowed to use data, information, and content from third-party providers ("THIRD-PARTY DATA") or to integrate it into the PRODUCTS within the scope of providing services. METEOCONTROL has no influence on the creation, quality, availability, accuracy, and completeness of this third-party data. METEOCONTROL accepts no warranty or liability for damages resulting from the use of external information or THIRD-PARTY DATA in the provision of the SCOPE OF SERVICES, over whose accuracy, timeliness, or availability METEOCONTROL has no influence. This applies in particular to market-related, time-dependent, or automatically fed data such as stock market prices, network data, or weather information. METEOCONTROL does not guarantee that THIRD-PARTY DATA is provided in real time, free from delays, interruptions, inaccuracies, or errors, or that is suitable for triggering automated actions or decisions. THIRD-PARTY DATA may be subject to additional terms, conditions, or licensing restrictions imposed by the respective THIRD-PARTY provider. METEOCONTROL does not grant any rights to such THIRD-PARTY DATA beyond the use within the provision of the SCOPE OF SERVICES.

## 6.2. SOFTWARE maintenance and security updates

- 6.2.1. METEOCONTROL shall provide the necessary security updates and patches for the SOFTWARE for at least two (2) years from the conclusion of the CONTRACT unless specified otherwise in the ORDER CONFIRMATION. These updates serve to remedy security vulnerabilities and errors and to maintain the functionality and security of the SOFTWARE. Functional enhancements or improvements are not guaranteed as part of these updates and cannot be expected by the CUSTOMER, in particular after the end of the product life cycle (end-of-life). After this period has expired, METEOCONTROL is not obliged to provide further updates. Notwithstanding this, METEOCONTROL may carry out further updates at its sole discretion without acknowledging any legal obligation.
- 6.2.2. The CUSTOMER can install these updates independently. METEOCONTROL can take care of updates in the event of service.

## 7. Remuneration and terms of payment

### 7.1. Remuneration

- 7.1.1. The remuneration for PRODUCTS and ADDITIONAL SERVICES is part of the relevant SCOPE OF SERVICES. This is primarily determined by the CONTRACT, in particular by the ORDER CONFIRMATION issued by METEOCONTROL, and additionally by the TERMS. All prices are in euros (€) and subject to the applicable statutory value added tax, unless another currency has been expressly agreed. Prices in other currencies (e.g. USD) are only binding if this has been expressly agreed and documented in the ORDER CONFIRMATION.
- 7.1.2. In the case of foreign currency agreements, the following applies:  
If the exchange rate between the currency agreed in the CONTRACT and the euro on the date of the respective invoice has changed by more than 5% compared to the exchange rate on the date of the ORDER CONFIRMATION to the detriment of METEOCONTROL, METEOCONTROL is entitled, but not obliged, to invoice the CUSTOMER for the resulting difference, without the CUSTOMER having a right of withdrawal. The euro reference rate of the European Central Bank (ECB) published on the date of invoicing shall be decisive. In this case, METEOCONTROL shall inform the CUSTOMER with the invoice.
- 7.1.3. For deliveries abroad, METEOCONTROL reserves the right to demand payment by letter of credit or against documents.

### 7.2. Terms of payment

- 7.2.1. **Due date and payment terms**  
Unless the PARTIES agree on different payment terms, the following shall apply regardless of the type of CONTRACT conclusion in accordance with clauses 3.2. to 3.4.:
  - 7.2.1.1. Existing CUSTOMERS (approved for the METEOCONTROL online shop) will generally receive an invoice. Payment is due within fourteen (14) calendar days of the invoice date without deduction.
  - 7.2.1.2. METEOCONTROL is entitled to demand advance payment from new CUSTOMERS, as well as from CUSTOMERS who are subject

to a dunning block by METEOCONTROL or for whom other justified reasons exist.

#### 7.2.2. Invoicing

7.2.2.1. Unless otherwise agreed, invoices for deliveries of PRODUCTS shall be issued after delivery in accordance with Section 4.2. Invoices for ADDITIONAL SERVICES shall be issued after these services have been rendered in full. If advance payment has been agreed or is required, invoices shall be issued before delivery or performance of the services. Payment shall only be deemed to have been made once the agreed amount has been received in full.

7.2.2.2. Individual payment agreements, in particular milestone payment plans (milestones), may be expressly agreed in WRITING between the PARTIES within the framework of a MASTER AGREEMENT. Such agreements shall take precedence over the general provisions in Section 7.2.1.

#### 7.2.3. Default of payment

7.2.3.1. The CUSTOMER shall be in default of payment without a reminder if it does not pay a due invoice in full within the period specified in Section 7.2.1. or individually agreed.

7.2.3.2. In the event of default, METEOCONTROL shall be entitled to charge default interest at a rate of 9% p.a. The CUSTOMER's contractual payment obligation shall remain unaffected by this. METEOCONTROL reserves the right to claim further damages for default.

#### 7.2.4. Price adjustment

7.2.4.1. METEOCONTROL reserves the right, particularly in the case of framework agreements, to adjust the prices and discounts for PRODUCTS and ADDITIONAL SERVICES appropriately, in particular in the event of changes in material costs, labor costs, exchange rate fluctuations, or other significant cost factors. Price adjustments shall be communicated to the CUSTOMER IN WRITING.

7.2.4.2. For services already ordered and confirmed by METEOCONTROL, the originally agreed prices shall apply, unless (a) a price adjustment is legally permissible; or (b) a binding offer has been made by METEOCONTROL and the period of acceptance has expired without such a declaration; or (c) both PARTIES mutually agree to a change in accordance with Section 3.6. IN WRITING.

#### 7.2.5. Tax deductions / withholding tax

If the CUSTOMER's registered office is located outside Germany and payments to be made by or on behalf of the CUSTOMER under or in connection with this CONTRACT are subject to deduction or withholding for or on account of present or future taxes, duties, customs duties, fees; or charges, the following shall apply:

7.2.5.1. The amount payable by the CUSTOMER to METEOCONTROL shall be increased to the extent necessary to ensure that, after making all necessary deductions or withholdings (including deductions and withholdings applicable to the payment of additional amounts pursuant to this clause and taking into account all of the aforementioned amounts on or due to the payment of additional amounts in accordance with this clause) to receive and retain an amount corresponding to the amount it would have received if such deductions or withholdings had not been necessary.

7.2.5.2. The CUSTOMER shall make such deductions or withholdings.

7.2.5.3. The CUSTOMER shall pay the entire amount deducted or withheld to the competent tax authority in accordance with the applicable laws.

7.2.5.4. The CUSTOMER shall compensate METEOCONTROL for the full amount of the aforementioned amounts no later than ten (10) days after the date of the WRITTEN request by METEOCONTROL.

7.2.5.5. The CUSTOMER is obliged to inform METEOCONTROL immediately if a withholding tax is applicable to the CONTRACT.

## 8. Cooperation on the part of the CUSTOMER

### 8.1. Cooperation

8.1.1. For the contractual use of the PRODUCTS delivered by METEOCONTROL and the provision of the ADDITIONAL SERVICES, the CUSTOMER shall, within the scope of its cooperation, ensure in particular that

- the devices to be connected to the HARDWARE, such as inverters, sensors, measuring devices, and trackers, etc., are compatible with the ordered HARDWARE (the CUSTOMER may use the compatibility list provided on the METEOCONTROL website to check compatibility);
- all information necessary for the provision of the services agreed in this CONTRACT is made available to METEOCONTROL in good time;
- if necessary, PRODUCTS supplied by METEOCONTROL, in particular wear parts such as batteries, are stored properly until they are installed;
- METEOCONTROL has obtained knowledge of relevant national laws, regulations, administrative provisions, and other relevant regulations for the fulfilment of the SCOPE OF SERVICES and, in particular, that the necessary approvals have been obtained from the competent authorities in good time and at its own expense;
- insofar as the ADDITIONAL SERVICES include on-site inspections, METEOCONTROL and/or its subcontractors are granted the necessary access to the facilities in good time, if necessary through THIRD PARTIES, and that all resources and information

necessary for the successful performance of the on-site inspection and provision of the ADDITIONAL SERVICES are provided in good time.

8.1.2. The CUSTOMER undertakes to comply with the statutory provisions (e.g. criminal provisions) and rights of THIRD PARTIES (e.g. IP rights) within the scope of the contractual relationship.

8.1.3. Further obligations to cooperate may also be agreed in the CONTRACT.

## **8.2. Failure to provide cooperation services**

8.2.1. If the CUSTOMER fails to provide the cooperation services incumbent upon it, or fails to do so in a timely or proper manner, METEOCONTROL shall be entitled to invoice any additional expenses incurred as a result.

8.2.2. If the provision of the contractually agreed services by METEOCONTROL is made impossible or significantly more difficult without the provision of the cooperation services by the CUSTOMER, METEOCONTROL shall be released from its obligation to perform for the duration until the cooperation service has been provided properly; agreed delivery and performance deadlines shall be extended accordingly by the period of the delay. In such cases, METEOCONTROL shall also be entitled to set the CUSTOMER a reasonable grace period for the contractual provision of the relevant cooperation services. This shall not release METEOCONTROL from its obligation to do everything reasonable to fulfil the contractually agreed services.

8.2.3. If the grace period specified in clause 8.2.2. expires without success, METEOCONTROL shall be entitled to:

- (i) terminate this CONTRACT extraordinarily in accordance with Section 15. and charge a reasonable cancellation fee of at least EUR 140.00;
- (ii) invoice for services already rendered up to that point in time; and
- (iii) make the commencement or continuation of the provision of services dependent on a new order and the prices valid at that time.

8.2.4. Further rights and claims remain unaffected.

## **9. Commissioning of subcontractors**

9.1. METEOCONTROL is entitled to commission subcontractors to perform the contractually agreed services. The selection of the subcontractor is at the sole discretion of METEOCONTROL.

9.2. The CUSTOMER may only object to the commissioning of subcontractors without delay if there are justified reasons that prevent the commissioning.

## **10. Warranty and liability for defects**

### **10.1. General**

10.1.1. METEOCONTROL warrants that its deliveries and services are free of material defects and defects of title upon handover.

10.1.2. A material defect exists in particular if the delivery or service does not have the agreed quality, is not suitable for the use specified in the CONTRACT or for usual use, or does not have the usual quality that the CUSTOMER can expect given the nature of the item.

10.1.3. The warranty rights are governed by the following provisions. The assertion of warranty rights requires in all cases that the CUSTOMER has duly fulfilled its obligations to inspect and give notice of defects in accordance with Section 10.5.

### **10.2. Limitation period for warranty claims**

10.2.1. The limitation period for claims arising from liability for defects is 24 months from delivery or provision of the respective delivery or service in accordance with Section 4.

10.2.2. Notwithstanding this, the limitation period is 12 months for:

- Wearing parts (e.g. batteries, fans, SD cards),
- third-party products that were procured by METEOCONTROL on behalf of the CUSTOMER according to the CUSTOMER's specifications but were not manufactured by METEOCONTROL itself.

10.2.3. In the event of intent, gross negligence, fraudulent concealment of a defect or damage resulting from injury to life, limb, or health, the limitation period shall be three (3) years, beginning at the end of the year in which the claim arose with and the CUSTOMER became aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. Mandatory longer limitation periods, such as those under the Product Liability Act or for buildings and building materials, remain unaffected.

### **10.3. Exclusion of warranty**

10.3.1. METEOCONTROL's warranty obligation shall not apply in the following cases:

- in the event of improper operation by the CUSTOMER;
- in the event of subsequent interference by the CUSTOMER with the delivery or service;
- in the event of non-compliance with commissioning, maintenance, or operating instructions;
- if the defect is attributable to the CUSTOMER's environment or infrastructure (e.g. faulty operating system, incompatible networks, etc.);
- if the defect complained of is due to normal wear and tear or age-related wear;
- if THIRD-PARTY products (including CUSTOMER COMPONENTS) do not fulfil their intended function.

- 10.3.2. The CUSTOMER may only invoke an exception to this if they can prove that the circumstances mentioned are not the cause of the defect within the meaning of this clause.
- 10.4. Obligation to perform in advance / right of retention in the event of default in payment**
- 10.4.1. METEOCONTROL is entitled to refuse subsequent performance (repair or replacement delivery) within the scope of liability for defects as long as the CUSTOMER is in default with due payments and the asserted defect is disputed by METEOCONTROL or has not yet been legally established. The exercise of the right to refuse performance under this clause does not release METEOCONTROL from liability for damages incurred by the CUSTOMER as a result of delayed subsequent performance, provided that these damages could have been avoided if subsequent performance had been carried out in a timely manner. Any further rights of the CUSTOMER remain unaffected. Liability for damages due to delayed subsequent performance is excluded if and to the extent that the delay is based on the justified exercise of the right to refuse performance.
- 10.5. Notification of defects (duty to give notice of defects)**
- 10.5.1. Unless expressly agreed otherwise, obvious defects, incorrect or partial deliveries must be reported IN WRITING or by e-mail with read confirmation no later than eight (8) working days after delivery. Hidden defects must be reported immediately after discovery. If the CUSTOMER fails to report a defect within the specified period, their claims under liability for defects shall lapse. METEOCONTROL shall not be liable for damage or increased damage resulting from the CUSTOMER's failure to report a defect in a timely manner. This applies in particular to damage that could have been avoided or reduced by reporting the defect in a timely manner.
- 10.6. Subsequent performance**
- 10.6.1. In the event of a defect, METEOCONTROL shall be entitled, at its own discretion, to repair or replace the goods. Subsequent performance shall be deemed to have failed after two unsuccessful attempts, unless the nature of the item or the defect justifies further attempts. If the subsequent performance fails or is unjustifiably refused by METEOCONTROL, the CUSTOMER may set a reasonable deadline for subsequent performance. If this period also expires without result, the CUSTOMER shall be entitled to reduce the purchase price or – in the case of significant defects – to withdraw from the contract. Claims for damages shall only exist under the conditions set out in Section 13. (Liability).
- 10.6.2. Insofar as METEOCONTROL performs work, subsequent performance shall take the form of rectification or – at METEOCONTROL's discretion – renewed performance. The CUSTOMER shall grant METEOCONTROL the necessary time and opportunity to do so. If the rectification fails or is unreasonable, the CUSTOMER may – in the case of significant defects – withdraw from the CONTRACT or demand a reduction in price. Claims for damages shall only exist under the conditions set out in Section 13. (Liability).
- 10.7. Assignment of warranty rights**
- 10.7.1. METEOCONTROL permits the CUSTOMER to assign warranty claims to its end customers, provided that all claims by METEOCONTROL arising from the underlying CONTRACT have been fulfilled and settled in full. The assignment shall be made on the basis of a Warranty Assignment Letter provided by METEOCONTROL and signed by both PARTIES. Any further direct liability of METEOCONTROL towards the end customer is excluded.
- 11. CUSTOMER COMPONENTS**
- 11.1. Insofar as necessary and expressly provided for the performance of the contractually agreed services, the CUSTOMER shall provide METEOCONTROL with CUSTOMER COMPONENTS.
- 11.2. The CUSTOMER is obliged to provide METEOCONTROL with all information and documents necessary for assessing usability in a timely manner. A feasibility study by METEOCONTROL shall be carried out exclusively on the basis of this information; any misinformation or missing information shall be at the expense of the CUSTOMER.
- 11.3. The CUSTOMER shall be responsible for the selection, suitability, compatibility, and accuracy of the CUSTOMER COMPONENTS and shall, in particular, carry out the necessary compatibility test with METEOCONTROL-HARDWARE independently. METEOCONTROL shall not be obliged to carry out its own test of the CUSTOMER COMPONENTS. Obvious defects identified by METEOCONTROL shall be reported to the CUSTOMER without delay.
- 11.4. In accordance with Section 10.3., METEOCONTROL does not assume any warranty for the CUSTOMER COMPONENTS, including for any consequential damages, in particular for data loss, loss of use, downtime, or other indirect or immaterial damages attributable to defects or malfunctions of the CUSTOMER COMPONENTS. This also applies if the CUSTOMER COMPONENTS are installed in METEOCONTROL HARDWARE, whether by the CUSTOMER or by THIRD PARTIES at the CUSTOMER's instigation. The same applies to damage that also affects or damages METEOCONTROL PRODUCTS as a result of a defect in the CUSTOMER COMPONENTS.
- 11.5. If METEOCONTROL is prevented from fulfilling the contract due to defective, delayed, incomplete or omitted provision of CUSTOMER COMPONENTS, the provision on cooperation services in accordance with Section 8. shall apply accordingly. METEOCONTROL shall inform the CUSTOMER of the obstacle without delay.
- 11.6. If a project fails, deteriorates or becomes unfeasible as a result of a defect in the CUSTOMER COMPONENTS or for any other reason for which the CUSTOMER is responsible, without METEOCONTROL being responsible for this, METEOCONTROL may demand pro

rata remuneration and reimbursement of expenses not included.

- 11.7.** Ownership of the CUSTOMER COMPONENTS shall remain with the CUSTOMER. Exclusive ownership of any PRODUCTS connected with CUSTOMER COMPONENTS shall only arise once all the conditions of retention of title pursuant to Section 4.2.4. have been fulfilled.

## **12. Legal defect**

### **12.1. Principle**

- 12.1.1. METEOCONTROL warrants that the contractual use of the PRODUCTS and ADDITIONAL SERVICES provided by METEOCONTROL does not infringe any rights of THIRD PARTIES.
- 12.1.2. If claims are asserted due to the actual or alleged infringement of THIRD PARTY rights as a result of the use of the PRODUCTS by the customer, the PARTIES shall immediately notify each other of this IN WRITING. The PARTIES shall coordinate the defence against such claims in close consultation, whereby METEOCONTROL may take over the conduct of the proceedings in accordance with the provisions of the applicable procedural law. METEOCONTROL shall bear the reasonable costs of the CUSTOMER's legal defence.
- 12.1.3. If the contractual use of the PRODUCTS is impaired due to the assertion of rights by THIRD PARTIES, METEOCONTROL shall have the right, at its discretion, either (i) to modify the PRODUCTS at its own expense in such a way that the rights of THIRD PARTIES are no longer impaired, (ii) obtain authorisation, at its expense, for the PRODUCTS to be used without restriction in accordance with the contract, or (iii) provide a functionally comparable replacement.

### **12.2. Indemnification**

- 12.2.1. If the CUSTOMER incurs costs, damages and/or obligations in connection with the defence or other handling or settlement of legal claims relating to the PRODUCTS and ADDITIONAL SERVICES provided, METEOCONTROL shall indemnify and hold harmless the CUSTOMER from any costs, damages and/or obligations imposed by a final court judgement or arbitration award or recognised in any settlement, damages and/or obligations recognised in a settlement, as well as the costs of an appropriate legal defence. In the event of a settlement, this shall only apply if and to the extent that METEOCONTROL has agreed to the settlement or has failed to take over the litigation with regard to the dispute with the THIRD PARTY.

### **12.3. Further rights**

- 12.3.1. If, due to an alleged infringement of the rights of a THIRD PARTY, a court injunction is issued regarding the use or application of the PROVIDED PRODUCTS or ADDITIONAL SERVICES or parts thereof, METEOCONTROL shall, at its own discretion, (i) obtain the right for the CUSTOMER, at its own expense, to continue using the affected PRODUCTS or parts thereof, or (ii) replace the affected PRODUCTS or parts thereof with other elements that correspond to the functionality of the replaced elements, or (iii) modify the affected PRODUCTS or parts thereof in such a way that they do not give rise to any infringement of THIRD PARTY rights.
- 12.3.2. The provisions of this Section 12 conclusively regulate liability for defects of title.
- 12.3.3. The indemnification applies exclusively to claims by THIRD PARTIES arising from the use of the PRODUCTS within the territory of the EU, the EEA and Switzerland.

### **12.4. Limitation**

- 12.4.1. Claims under this clause shall become time-barred within one year of the CUSTOMER becoming aware of the facts giving rise to the claim, unless a longer period is mandatory by law.

## **13. Liability**

### **13.1. Unlimited liability**

- 13.1.1. In cases of intent, gross negligence, malice and in the event of the assumption of a guarantee, the PARTIES shall be liable without limitation in accordance with the statutory provisions. This also applies to liability for damage to life, limb or health and to liability under relevant product liability laws.

### **13.2. Limitation of liability**

- 13.2.1. In the event of a slightly negligent breach of essential contractual obligations, the PARTIES shall only be liable for foreseeable, direct damages typical for this type of contract; however, they shall not be liable for indirect damages or consequential damages (including lost profits or lost opportunities) arising in connection with this CONTRACT. Regardless of the number of claims or causes of action, liability for slightly negligent breaches of essential contractual obligations shall be limited to 100% of the amount specified in the respective ORDER CONFIRMATION. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the other PARTY relies and may rely. In the event of a slightly negligent breach of non-essential contractual obligations, the PARTIES shall not be liable.

### **13.3. Exclusions of liability in connection with external influences and third-party information**

- 13.3.1. METEOCONTROL shall not be liable for damage or impairment resulting from delayed acceptance by the CUSTOMER, delayed COMMISSIONING for which METEOCONTROL is not responsible, or other acts of cooperation on the part of the CUSTOMER. This applies in particular if, as a result of the delay, PRODUCTS deteriorate, become unusable or lose their intended function despite

- proper storage by METEOCONTROL – for example, due to deep discharge of batteries or expiry of recommended storage periods.
- 13.3.2. Weather- or environment-related restrictions on the provision of services, e.g. weather-dependent services such as the performance of certain tests or drone flights or visual inspections, do not constitute fault on the part of METEOCONTROL and do not give rise to any liability.
- 13.3.3. METEOCONTROL accepts no liability for damages resulting from the use of external information or data from THIRD PARTIES in the provision of services, over whose accuracy, timeliness or availability METEOCONTROL has no influence and on whose accuracy METEOCONTROL was entitled to rely. This applies in particular to market-related, time-dependent or automatically fed data such as stock market prices, network data or weather information, for example in connection with the control of HYBRID EMS systems.
- 13.4. Liability for vicarious agents, organs and subcontractors**
- 13.4.1. The limitations in sections 13.2 and 13.3 also apply in favour of METEOCONTROL's legal representatives, vicarious agents and subcontractors, provided that claims are asserted directly against them.
- 13.5. Limitation**
- 13.5.1. Claims for damages against METEOCONTROL, regardless of their legal basis, shall become time-barred within 24 months of the claim arising and knowledge or grossly negligent ignorance of the circumstances giving rise to the claim. However, the statutory limitation periods shall apply in cases of intent, malice or the assumption of a guarantee.
- 13.6. Contributory negligence**
- 13.6.1. If damage is attributable to both the fault of METEOCONTROL and the fault of the CUSTOMER, the CUSTOMER must accept contributory negligence. This applies in particular to:
- Contributing operational risk of the CUSTOMER's systems,
  - Improper handling or maintenance of products,
  - Failure to observe operating instructions,
  - Use of faulty or incompatible CUSTOMER COMPONENTS
  - Failure of the customer to take all reasonable measures to avert or minimise damage (duty to mitigate damage).
- 14. Support services**
- 14.1. METEOCONTROL offers the CUSTOMER free support services for the delivered PRODUCTS during the statutory or contractually agreed warranty period, which may be subject to a fee. These include support for technical problems, receiving and processing error reports, and answering application questions in connection with the intended use of the PRODUCTS. Insofar as the provision of support services requires cooperation on the part of the CUSTOMER, such as the activation of remote access for data loggers, METEOCONTROL can only provide support services if the CUSTOMER provides the corresponding cooperation.
- 14.2. After expiry of the warranty period, there is no entitlement to free support services. METEOCONTROL may voluntarily provide further support on a goodwill basis, but this does not constitute a legal entitlement.
- 14.3. Support is provided exclusively via the contact channels provided by METEOCONTROL, in particular the mc Help Center and telephone support, which is available on the METEOCONTROL website. Support requests outside these channels may remain unanswered.
- 14.4. The availability and scope of support services are based exclusively on the information currently provided by METEOCONTROL on the aforementioned website. Support services are only provided during the business hours specified by METEOCONTROL at the relevant location. METEOCONTROL does not guarantee availability outside these business hours, in particular during national holidays at the respective location or in the event of different time zones at the respective location. METEOCONTROL does not guarantee specific response times.
- 14.5. This Section 14 does not apply to ADDITIONAL SERVICES which, by their nature, do not require support services. These include, in particular, TECHNICAL CONSULTING and SCADA CENTER services.
- 15. Contract term and termination**
- 15.1. Contract term and ordinary termination**
- The provisions governing the contract term and ordinary termination depend on the type of CONTRACT that has been concluded.
- 15.1.1. If the contract concluded with a MASTER AGREEMENT is a framework agreement within the meaning of Section 3.2.2, there is a minimum contract term defined in the MASTER AGREEMENT. Unless otherwise agreed between the parties, the framework agreement shall initially run at least until the end of the calendar year following the calendar year in which the framework agreement was concluded. After expiry of this minimum contract term, the term of the CONTRACT shall be extended by a further year in each case unless the PARTIES terminate the CONTRACT with three (3) months' notice to the end of a calendar year. Ordinary termination during the contract term is excluded, unless expressly agreed otherwise.
- 15.1.2. If the contract concluded with a MASTER AGREEMENT is an individual contract (possibly based on a framework agreement), the contract shall end upon complete fulfilment of the respective contractual main obligations of the PARTIES.
- 15.1.3. If the contract was concluded via the METEOCONTROL online shop, there is no fixed contract term. The CONTRACT shall end upon complete fulfilment of the respective contractual main obligations of the PARTIES. Ordinary termination during the contract term is

excluded, unless expressly agreed otherwise.

- 15.1.4. If the contract was concluded within the meaning of Section 3.4 (Conclusion of Contract in other respects), there is no fixed contract term. The CONTRACT shall end upon complete fulfilment of the respective contractual obligations of the PARTIES. Ordinary termination during the contract term is excluded, unless expressly agreed otherwise.

**15.2. Extraordinary termination by METEOCONTROL**

- 15.2.1. METEOCONTROL shall be entitled to terminate the CONTRACT extraordinarily if the CUSTOMER is in default with its contractual obligations or if there is another important reason. Such a reason shall exist in particular if:

- the CUSTOMER suspends due payments, is unable to make them or threatens to be unable to make them;
- insolvency proceedings are opened against the CUSTOMER or a corresponding application is filed;
- the CUSTOMER seeks to restructure its debts with creditors, submits a settlement proposal or reaches an out-of-court agreement with creditors;
- an application is made for the liquidation or appointment of an administrator for the CUSTOMER's assets;
- there are justified doubts about the CUSTOMER's solvency or creditworthiness and the CUSTOMER fails to provide sufficient security despite being requested to do so.

- 15.2.2. In such cases, METEOCONTROL may withhold further performance until the matter has been clarified. The CUSTOMER is obliged to inform METEOCONTROL immediately of the occurrence of any of the above events.

**15.3. Extraordinary termination by the CUSTOMER**

- 15.3.1. The CUSTOMER is entitled to terminate the CONTRACT extraordinarily if METEOCONTROL is unable to perform the service permanently or for an unreasonably long period of time. This is particularly the case if:

- insolvency proceedings are opened against METEOCONTROL or a corresponding application is filed;
- an application is made for the liquidation or appointment of an administrator for the assets of METEOCONTROL;
- METEOCONTROL seeks to restructure its debts with creditors, submits a settlement proposal or reaches an out-of-court agreement with creditors;
- METEOCONTROL culpably fails to perform an already commissioned delivery or installation for a period exceeding 60 calendar days, even though a reasonable grace period has been set.

**15.4. Formal requirements for termination**

- 15.4.1. Unless expressly agreed otherwise, notices of termination shall only be effective if they are declared IN WRITING and signed by hand. A (qualified) electronic signature is permissible but not necessary.

- 15.4.2. Termination for good cause may only be declared within a period of six (6) weeks after the PARTY entitled to terminate has become aware of the reason for termination. If the overall assessment of a series of events entitles a PARTY to terminate, the period shall be calculated from the last of these events.

**15.5. Legal consequences of termination**

- 15.5.1. In the event of effective ordinary or extraordinary termination, METEOCONTROL reserves the right to demand compensation for services already rendered, expenses incurred and advance payments made in vain. This applies in particular to framework agreements concluded by means of a MASTER AGREEMENT, provided that individual call-offs have already been triggered. COMMISSIONING and other ADDITIONAL SERVICES and support services shall be deemed to have been used in case of doubt and shall not be reimbursed.

**16. Force majeure**

- 16.1. A case of force majeure is any unforeseeable, serious event that is beyond the control of a PARTY and which prevents a PARTY from fulfilling its obligations in whole or in part. This includes, in particular, war, terrorist conflicts, pandemics, epidemics or industrial disputes, insolvency of METEOCONTROL's subcontractors, fire damage, floods, strikes, as well as operational disruptions or official orders and lawful lockouts for which the PARTIES are not responsible.

- 16.2. In the event of an impediment to the contractual obligations due to force majeure, the affected PARTY shall immediately notify the other PARTY of the occurrence and cessation of the force majeure. It shall use its best efforts to remedy the force majeure and limit its effects as far as possible.

- 16.3. The PARTIES undertake to adapt this agreement to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effects, the PARTIES shall be released from their contractual obligations and shall not be liable for damages in this respect.

- 16.4. In the event that an adjustment in good faith is not in the interests of the parties, either PARTY may terminate this agreement extraordinarily if it is foreseeable that the contractual obligations will be prevented for more than 60 days. Additional costs incurred as a result of such termination shall be borne by the PARTIES themselves.

**17. Confidentiality**

- 17.1. CONFIDENTIAL INFORMATION may only be used for the purpose of fulfilling the contract. The PARTIES undertake to treat

CONFIDENTIAL INFORMATION as strictly confidential and to take all necessary measures to prevent CONFIDENTIAL INFORMATION from becoming accessible to unauthorised THIRD PARTIES. The PARTIES undertake to make CONFIDENTIAL INFORMATION accessible only to those THIRD PARTIES who need to be aware of such information (employees, subcontractors, AFFILIATED COMPANIES).

**17.2.** Furthermore, the PARTIES agree to maintain confidentiality regarding the content of the contractual provisions and the knowledge gained during their execution.

**17.3.** The confidentiality obligation shall also apply to the initiation of a contractual relationship and shall continue to apply for five (5) years after the termination of the contractual relationship. The auxiliary persons involved shall be subject to a corresponding confidentiality obligation.

#### **18. Reference clause, press releases**

**18.1.** The PARTIES may use the name and logo of the other PARTY as a reference. The PARTIES grant each other permission to use the logos and trademarks necessary for this purpose. The permission is free of charge and non-transferable and shall remain valid beyond the term of the contract for an indefinite period.

**18.2.** The CUSTOMER also agrees that METEOCONTROL may use the respective plant information and plant name for which METEOCONTROL supplies PRODUCTS and/or provides ADDITIONAL SERVICES for publication as part of its usual company marketing (print and online). The CUSTOMER shall provide METEOCONTROL with images of the (installed) products, the project or the plant(s) free of charge for this purpose and shall obtain all necessary consents from the CUSTOMER's customers for the specific project for the purpose of this clause.

**18.3.** The consents referred to in clauses 18.1 and 18.2 may be revoked by either PARTY after termination of this CONTRACT with effect for the future and with one month's notice to the end of the month.

**18.4.** Any further publications and disclosures within the scope of normal external corporate communications or corporate marketing shall only be permitted with the prior consent (at least in text form) of the other PARTY.

#### **19. Compliance and legal requirements**

**19.1.** The PARTIES undertake to comply with all applicable legal regulations, official requirements and applicable ethical and internal company standards when executing this CONTRACT (and, in the case of a framework agreement, also when executing individual agreements). This includes, in particular, regulations on combating corruption, competition and antitrust law, occupational safety and the protection of human rights and the environment. In addition, the provisions of this contract on data protection in accordance with clause 21 and export control in accordance with clause 22 shall apply.

**19.2.** The PARTIES undertake to only cooperate with individuals, subcontractors or other THIRD PARTIES in the performance of the contract who are also obliged to comply with the provisions and principles set out in paragraph 1 of this clause.

**19.3.** METEOCONTROL has adopted a Code of Conduct that contains the company's essential compliance principles. The CUSTOMER declares that it has taken note of this. Upon request, METEOCONTROL will provide the CUSTOMER with the current version.

**19.4.** The CUSTOMER also undertakes to take appropriate measures within its sphere of influence to comply with human rights and environmental due diligence obligations within the meaning of the Supply Chain Due Diligence Act (LkSG), insofar as this applies to it or it acts as a supplier within the meaning of this Act in the context of the performance of the contract.

**19.5.** The PARTIES undertake to comply with the obligations applicable to them under the EU Data Act within the scope of this CONTRACT, insofar as this applies to customers, products or circumstances within the European Economic Area (EEA). This includes, in particular, the provision, use and transfer of data from networked products that are necessary for the contractually agreed purposes, as well as ensuring compliance with THIRD PARTY rights to this data.

#### **20. Data security**

**20.1.** Each PARTY undertakes to ensure a state-of-the-art level of security when transmitting data via public telecommunications networks.

**20.2.** The PARTIES shall take appropriate technical and organisational measures to ensure that the IT systems, applications and infrastructures used comply with all relevant legal requirements and regulatory provisions. Access to these systems and to stored or processed data shall be adequately protected against unauthorised access, modification or other misuse.

**20.3.** The PARTIES undertake to implement and maintain appropriate state-of-the-art protective measures against malware (e.g. viruses, Trojans, worms).

**20.4.** In the event of security incidents – i.e. events that violate or jeopardise the protection goals of availability, confidentiality or integrity of data – the PARTIES shall immediately notify each other IN WRITING and provide appropriate support in limiting, remedying and investigating the incident. This also applies to potential or identified physical security breaches (e.g. unauthorised access to data centres).

**20.5.** Each PARTY is obliged to continuously monitor the security of the data processing systems for which it is responsible (e.g. applications, networks, data centres).

## 21. Data protection

- 21.1. The PARTIES undertake to comply with the applicable data protection regulations, in particular Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), when collecting, processing and using personal data.
- 21.2. METEOCONTROL processes the CUSTOMER's personal data (e.g. contact details, usage data, contract data) exclusively for the purpose of fulfilling the contract, providing customer service and safeguarding legitimate interests in accordance with Art. 6 (1) (b) and (f) GDPR. Further information on data processing can be found in the current METEOCONTROL privacy policy at <https://www.meteocontrol.com/unternehmen/datenschutz>.
- 21.3. Insofar as METEOCONTROL gains access to personal data processed within the scope of the CUSTOMER's area of responsibility during the execution of the contract, METEOCONTROL does not act as a processor, but within the scope of its own data protection responsibility, unless otherwise agreed IN WRITING (e.g. DPA contract). The CUSTOMER remains independently responsible for data protection with regard to this data and must ensure that lawful processing, in particular the transfer to METEOCONTROL, is based on an appropriate legal basis.
- 21.4. The CUSTOMER undertakes not to transfer any personal data to METEOCONTROL unless this is necessary for the fulfilment of the contract and legally permissible. In this respect, the CUSTOMER indemnifies METEOCONTROL against any claims by THIRD PARTIES arising from unlawful data transfer or processing.
- 21.5. METEOCONTROL may use subcontractors to fulfil the contract, including those based in third countries outside the European Economic Area. In such cases, METEOCONTROL shall ensure that adequate safeguards are in place to protect personal data within the meaning of Art. 44 ff. GDPR, for example by concluding EU standard contractual clauses.

## 22. Export control

### 22.1. General export obligation

- 22.1.1. METEOCONTROL's PRODUCTS and ADDITIONAL SERVICES may be subject to export and import restrictions. The PARTIES undertakes to comply with all applicable foreign trade regulations of the Federal Republic of Germany, the European Union, the United States of America – in particular the U.S. Export Administration Regulations (EAR), 15 C.F.R. Parts 730–774 – and, where applicable, other relevant legal systems. This applies in particular to regulations on embargoes, sanctions, dual-use goods and prohibitions or licensing requirements with regard to certain countries, persons or intended uses.
- 22.1.2. The PARTIES declare that it is not listed on any official sanctions or exclusion list of any of the aforementioned jurisdictions.

### 22.2. Sanctions and embargo restrictions

The CUSTOMER undertakes not to export, re-export, transfer or otherwise make available, either directly or indirectly, the PRODUCTS, ADDITIONAL SERVICES or technologies supplied by METEOCONTROL to countries or regions that are subject to embargo measures or comprehensive sanctions. This applies in particular to: Russia, Belarus, Iran, North Korea, Syria, Cuba, Crimea and the Ukrainian regions of Donetsk, Luhansk, Kherson and Zaporizhia. METEOCONTROL may update this list unilaterally at any time.

### 22.3. Duty to provide information and right of withdrawal

The CUSTOMER further undertakes to provide METEOCONTROL, upon request, with all information necessary for checking export control regulations, in particular regarding the end use, intended use and end user. The fulfilment of the contract by METEOCONTROL is subject to there being no export control or other legal obstacles. METEOCONTROL is entitled to withdraw from the contract in the event of violations of these regulations or in the event of outstanding approval issues.

### 22.4. Indemnification

If the CUSTOMER violates the aforementioned obligations, it shall indemnify METEOCONTROL against all resulting claims by THIRD PARTIES, official measures, damages and expenses. This also applies to consequential costs such as legal defence, contractual penalties or administrative proceedings. Such a violation shall be considered a material breach of contract.

### 22.5. Cost

All taxes, customs duties, fees and import and export duties incurred in connection with the delivery shall be borne by the CUSTOMER.

## 23. Final provisions

### 23.1. Place of performance

- 23.1.1. The place of performance is the registered office of METEOCONTROL in Augsburg, unless otherwise agreed individually.

### 23.2. Applicable law

- 23.2.1. German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### 23.3. Place of jurisdiction

- 23.3.1. The place of jurisdiction is Augsburg.
- 23.3.2. In the event that the CUSTOMER is based outside Europe, both PARTIES are entitled to conduct arbitration proceedings as an alternative to ordinary jurisdiction. The following provisions apply in this case:
- 23.3.2.1. All disputes arising out of or in connection with this CONTRACT or its validity shall be finally settled in accordance with the Arbitration

Rules of the German Institution of Arbitration (DIS) and the Supplementary Rules for Third-Party Notification (DIS-ERS), to the exclusion of ordinary legal proceedings. The arbitral tribunal shall consist of three (3) arbitrators.

23.3.2.2. The place of arbitration shall be Munich, Germany.

23.3.2.3. The language of the proceedings shall be English, unless the PARTIES agree otherwise.

23.3.2.4. The costs of the arbitration proceedings, including expenses and reasonable legal fees, shall be shared between the PARTIES in accordance with the outcome of the proceedings, with the arbitral tribunal deciding on the costs at its discretion.

23.3.2.5. The arbitration proceedings shall replace any other legal remedy available to the PARTIES. The arbitral award shall be final, binding and enforceable by any competent court.

**23.4. Additional documentation and evidence**

23.4.1. Upon separate request and subject to technical and legal feasibility, METEOCONTROL shall provide additional documents and evidence – such as certificates of origin, export or customs documents, and legalisations or certifications – for a separate fee.

23.4.2. The preparation of such documents requires prior individual agreement. There is no obligation to prepare, certify or legalise such documents, in particular by external bodies such as the Arab-German Chamber of Commerce and Industry (GHORFA) or comparable national or international institutions.

23.4.3. The CUSTOMER is obliged to inform METEOCONTROL in good time and in full about all requirements and conditions for the preparation of such documents.

**23.5. Form of contract amendments or additions**

23.5.1. Amendments and supplements to these TERMS must be made IN WRITING. Amendments and supplements must also expressly refer to the amended or supplemented contract.

23.5.2. There are no verbal side agreements. Declarations are only effective if they are made IN WRITING.

**23.6. Transfer**

23.6.1. Any transfer of this contract by the CUSTOMER to THIRD PARTIES requires the prior WRITTEN consent of METEOCONTROL.

**23.7. Non-waiver clause**

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

**23.8. Severability clause**

23.8.1. Should any provision of these TERMS 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 also applies in the event of a loophole.