

General Terms of Use of EcoPhi Renewables Engineering GmbH

(Updated: July 2024)

§1 General

1. These General Terms and Conditions of Use govern access to and use of the Software Platform by the Partner. This includes all content, information, products and web or other services contained therein. These terms and conditions are binding for partners who wish to use the software platform for the monitoring and control of installations, regardless of whether they are their own installations or installations (or systems) of customers. An installation (analogous to a system) is defined here as a unit consisting of one or more components that is connected to the EcoPhi platform either via an EcoPhi Box or via an external data connection.
2. The EcoPhi platform consists of the browser-based online app and the locally used EcoPhi Box including the software license.
3. These General Terms of Use are exclusively valid. Deviating, conflicting or supplementary general terms and conditions of the Partner shall not apply and shall not become part of the contract. This provision shall remain valid under all circumstances, even if the Licensor opens access to the Software Platform without express objection, even if it is informed of the Partner's terms and conditions.
4. Conditions of the partner that contradict or deviate from these terms of use are expressly not recognized, unless EcoPhi expressly agrees to their validity in writing. This regulation remains unchanged, even if the partner refers to his own conditions in his communication and EcoPhi does not expressly contradict them.
5. By accepting the first offer and logging in for the first time via the partner login provided by EcoPhi, the partner declares his consent to the conclusion of a contract of use in accordance with these terms of use. In this way, the contract of use is concluded, of which these terms of use are also a binding component.
6. The object of the user relationship is the provision of functions for the administration of certain function packages of EcoPhi products via the EcoPhi platform. The object of this relationship is not the assurance of a certain economic success or suitability for a specific purpose.

§2 Use of the platform and services, licenses and access

1. Licenses are provided specifically for a particular EcoPhi product and are linked to a specific system. After initial use, they cannot be transferred to other products. However, it is possible to

extend licenses for existing EcoPhi products at any time. Once licenses have been purchased for a system, they cannot be revoked or transferred to another system.

2. The partner receives an online access via which he can create further accesses. A login may only be used by the Partner itself, and the Partner is not authorized to allow third parties to use the login. The Partner may carry out user administration for connected systems independently. It must be ensured that no misuse of data occurs and that users are regularly updated.
3. The right to use the software platform does not include the provision of source texts or source codes. Installation and configuration services are not part of the contract, but can be agreed separately between the parties.
4. The licensor rents and hosts the servers. The performance of the software platform, such as the access, upload and download speed, is heavily dependent on the local Internet bandwidth, among other things. The licensor has no influence on this bandwidth.
5. In some cases, external data is integrated. EcoPhi cannot guarantee the quality and availability of this data, as the functionality of these APIs is not under its direct control.
6. The EcoPhi services, in particular the EcoPhi boxes with activated function packages, are intended exclusively for use in the areas of application specified in the respective service description. Suitability for these areas of use merely means that the EcoPhi service can be used functionally in these areas. However, no assurance is given with regard to compliance with regulatory requirements or specific specifications, unless these are expressly stipulated in the contract.

§3 Obligations of the Partner and the Users

1. The administration of function packages is only possible for properly activated EcoPhi products via the EcoPhi platform or support.
2. When using EcoPhi products, particular care should be taken to ensure that the systems and devices controlled via EcoPhi products have protective functions to protect them from damage caused by incorrect operation via the aforementioned products and function packages. In addition, it must be ensured that circuits to which EcoPhi products or devices or systems controlled by EcoPhi products are connected are properly equipped with fuses to ensure protection against damage in the event of control errors or malfunctions of the devices.
3. Unless EcoPhi has expressly warranted the compatibility of EcoPhi services with third party systems and devices by contract, the responsibility for ensuring such compatibility lies with the customer.
4. The partner is responsible for obtaining any regulatory approvals, authorizations or rights required for the use and management of functional packages via the EcoPhi platform and must ensure that these are maintained throughout the term of the contract. EcoPhi cannot derive any rights if such approvals or rights do not exist or have expired. The partner must also ensure that

the use of the EcoPhi platform and its login complies with applicable laws, regulatory requirements and official requirements.

5. EcoPhi does not check whether the legal requirements for the installation and operation of the boxes on site are met. This responsibility lies with the customer.
6. If the partner is not himself the owner of the monitored or controlled system, he is obliged to obtain the consent of the end customer or system owner to the processing of his data by the software platform and to register with the platform.
7. Use of the software platform requires registration, in which the Partner can register several of its employees and customers as users. Each user is identified via their e-mail address in the user account. The Partner is responsible for updating the e-mail addresses stored in the user account. In addition, the Partner must ensure that all information required for registration is filled in correctly and truthfully. The security of the password and all employee passwords is the responsibility of the Partner. The automated creation of accounts is not permitted.
8. The partner must ensure that access to the use of external data connections is possible and pay any external fees for the connection. In addition, it must be ensured that a sufficient Internet connection is available for the transfer of system data.

§4 Prohibited activities by the Partner and User

1. The Partner must refrain from any actions that could result in the disruption or interruption of the software platform. The processing of data by the Partner using the Software Platform is only permitted within the framework of the applicable statutory provisions.
2. The Partner is prohibited from deriving source codes, determining them in any other way or allowing third parties to do so. In addition, the Partner is obliged to inform its customers of these restrictions.
3. The Partner is not permitted to subsequently reconstruct, decompress or translate parts of the software platform. In the event of a breach of any of these provisions, all rights of use granted under this agreement shall expire immediately. In such a case, the Partner shall be immediately and completely prohibited from using the software platform.

§5 Billing and payment

1. The use of the platform is subject to a fee. Information on the size of the system is required for billing purposes, whereby the Partner is obliged to provide this information truthfully. Incorrect or inaccurate information may result in the discontinuation of services. Plausibility checks are carried out regularly and certain functions cannot be guaranteed if inaccurate information is provided.

2. The calculation of the platform for a respective system starts from the beginning of the month, regardless of the time of installation. Payments are made monthly, quarterly or semi-annually. The usage fee must be paid within 14 days of invoicing.

§6 Term and termination of the contract of use

1. The user relationship is for an indefinite period and can be terminated monthly at the end of each month.
2. The right to terminate without notice for good cause remains unaffected by this. An important reason exists if the partner violates his obligations. EcoPhi reserves the right to assert further claims against the partner due to breaches of duty.
3. Notices of termination must always be submitted in writing or in text form in order to be effective. The termination of individual installations has no effect on the contract regarding the remaining installations.

§7 Further development of the EcoPhi platform

1. In the interest of all users, EcoPhi constantly strives to expand and improve the EcoPhi platform in a meaningful way in order to continuously increase its benefits. During the term of the contract, EcoPhi expressly reserves the right to further develop the platform. These enhancements may include, for example, changes to the user interface, the functions provided via platform logins, the addition or removal of functions as well as changes to designs, input masks and other elements of the user interface (collectively referred to as "enhancements").
2. The Partner is not entitled to specific Enhancements or the continued use of a specific version of the EcoPhi Platform. The partner cannot assert any claims against EcoPhi arising from further developments carried out, unless these further developments mean that contractually guaranteed functions or properties are not available to him or are impaired, and he does not suffer any unreasonable disadvantages when using the platform as a result of these further developments.

§8 Intellectual property

1. The software platform and the brand of the software platform are and remain the property of the provider. The Licensor retains all copyrights, patents, trademarks, trade names and other property rights in connection with the Software Platform.
2. The reproduction and making available to the public of the software and hardware elements contained in the EcoPhi Boxes and their distribution outside or independently of the EcoPhi Boxes, in particular the control software, are expressly prohibited and forbidden.

§9 General limitation of liability, force majeure

1. EcoPhi is only liable for damages that are not attributable to injury to life, body and health in the event of intent or gross negligence or in the event of culpable breach of essential contractual

obligations by EcoPhi or its vicarious agents. Any further liability for damages is excluded. Warranty claims and claims under the Product Liability Act remain unaffected.

2. The liability of EcoPhi is limited as follows:
3. EcoPhi is only liable for intent and gross negligence. In the case of slight negligence, EcoPhi is only liable for the violation of essential contractual obligations (cardinal obligations), and the liability is limited to foreseeable damages, the occurrence of which must typically be expected. This also applies to lost profits and unrealized savings. No liability is assumed for remote consequential damages.
4. The limitation of liability does not apply to injury to life, body and/or health or to liability under the Product Liability Act.
5. EcoPhi is not liable for disruptions and quality losses in data transmission on the Internet that impair or prevent the use of web-based and other Internet-based services.
6. The limitations of liability also apply to employees, workers, staff, representatives and vicarious agents of EcoPhi.
7. Neither party is liable for events of force majeure that make the contractual performance impossible, even if they only insignificantly impair or temporarily hinder the proper fulfillment of the contract. Force majeure includes all circumstances that are independent of the will and influence of the parties, such as natural disasters, strikes, official orders and other unforeseeable circumstances. This only applies to circumstances that occur after the conclusion of the contract of use.

§10 Warranty

1. The functional scope of the contractual software platform includes the functional monitoring, control, visualization, error analysis and configuration of the systems connected to the software platform. However, it is not technically impossible to avoid errors in the software platform under all application conditions. The scope of functions available to the Partner is influenced by the access authorization, and there is no obligation to provide any additional scope of functions.
2. Errors must be documented in a comprehensible manner and reported to the Licensor immediately in writing. The Licensor shall rectify errors free of charge within a reasonable period of time if they are significant or impair functionality. This can be done by rectification or provision of a new version. EcoPhi may also offer alternative solutions to enable use in accordance with the contract.
3. The provider assumes no liability for the accuracy of results from data input, downloads or reports as well as from data from connected components or external data integrations.
4. No guarantee for local reception can be given for SIM cards provided by EcoPhi.

5. Warranty claims expire within one year from the transfer of risk, unless the law prescribes longer periods. Claims for damages expire in accordance with the statutory provisions, irrespective of the warranty period.

§11 Changes to the terms of use

1. EcoPhi reserves the right to change these terms of use.
2. The amended terms of use will be sent to the partner. If the Partner does not object within 3 (three) weeks after receipt of the amended Terms of Use, the Partner shall be deemed to have agreed to the amendments

§12 Contract languages and applicable law

1. The contract languages are German and English.
2. Unless the parties expressly agree otherwise, the contract of use shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes relating to the contract of use is Karlsruhe, Germany.

§13 Partial invalidity (severability clause) and written form

1. Should individual provisions of these terms of use be invalid or unenforceable in whole or in part or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining provisions. Rather, the parties shall endeavor to find a replacement provision that comes as close as possible to the effects of the invalid or unenforceable provision in a legally permissible and economic manner. The above provisions shall also apply in the event of loopholes in these Terms of Use.
2. All amendments and additions to the contract must be made in writing to be effective.