

End User License Agreement

§1 Scope of the license terms

(1) These License Terms shall apply exclusively to the delivery of standard software by Janitza electronics GmbH, with its place of business at Vor dem Polstück 6, 35633 Lahnu (hereinafter referred to as "JANITZA" or "Licensor") and for pre-contractual obligations in this context, these License Terms shall apply exclusively in commercial transactions, unless otherwise agreed.

Any conflicting terms and conditions of the customer shall not be deemed part of the Agreement, even if JANITZA does not expressly object to them.

(2) Even if this is not reiterated when concluding similar contracts, the General Terms and Conditions of Janitza electronics GmbH for the delivery of standard software, in the version current at the time the customer submits their declaration (available at www.janitza.de), shall apply exclusively, unless the contracting parties agree otherwise in writing.

(3) In addition, the statutory provisions apply, specifically, for the delivery of the standard software, § 433 et seq. German Civil Code (BGB), and for separately ordered services (e.g., installation, configuration, training) §§ 611 et seq. BGB.

§2 Subject matter of the Agreement

(1) The subject matter of this Agreement is the granting of rights of use and exploitation of the software

product GridVis (hereinafter referred to as "LICENSED SOFTWARE"), updates thereto, as well as the Modbus Analysis Tool, plug-ins (e.g., Collector), Excel plug-in, and USB drivers, to the extent that this granting is necessary for commercial exploitation.

Furthermore, these License Terms set forth the details of the cooperation between the contracting parties in connection with this exploitation.

(2) Prior to entering into the Agreement, the Licensee verified that the software specifications met their requirements and needs. They are aware of the software's key features and operating conditions.

(3) Product descriptions, illustrations, test programs, etc., are performance specifications but do not constitute warranties. A warranty requires a written declaration by the management of JANITZA.

§3 Granting of license rights

(1) The software (program and documentation) is protected by law. Copyright, patent rights, trademark rights, and all other related rights to the software, as well as to any other items that JANITZA provides to or makes available to the customer in connection with the negotiation and performance of the Agreement, are exclusively vested in JANITZA in the relationship between the contracting parties. If third parties are entitled to the rights, JANITZA holds the corresponding exploitation rights.

(2) The customer is authorized to use the program solely to process its own data within its own organization for its own purposes. All data processing devices (e.g., hard drives and central processing units) onto which the programs are copied or transferred, in whole or in part, temporarily or permanently, must be located on the customer's premises and be in the customer's direct possession, unless the software is used as a cloud application. Any additional contractual rules regarding use (e.g., a limit on the number of workstations or people) must be implemented technically and adhered to in practice. JANITZA hereby grants the customer the necessary permissions for this use as a non-exclusive license, including the right to correct errors. § 13 applies for the duration of the right of use.

(3) The customer is authorized to transfer the software or parts thereof to a third party only in accordance with the following rules and after completing the following procedures:

a) The customer shall delete all copies of the software in use (regardless of their status), particularly those stored on data storage media and hard drives or in RAM. This means its use is permanently discontinued. The customer commits to carry out these procedures before the transference to the third party and to confirm this to JANITZA in writing without delay.

b) The transfer to the third party is permanent, meaning there is no right of return or option to repurchase. c) The third party shall declare in writing to JANITZA that it will comply with these License Terms directly in

relation to JANITZA.

d) JANITZA's written consent has been obtained. JANITZA is obliged to give its consent if there are no important

reasons (e.g. protection against competition) to the contrary.

(4) The rules according to paragraphs 2, 3 c), and d) shall also apply if the customer carries out error correction or (as far as permissible) other processing of the programs or uses the software for training purposes.

(5) The customer may decompile the programs' interface information only within the limits set forth in § 69e of the German Copyright Act (UrhG) and only after notifying JANITZA in text form of its intention and having requested the transfer of the necessary information with at least two weeks' notice. § 8 applies to all knowledge and information that the customer obtains about the software through decompilation. Prior to any involvement of third parties, the customer shall provide JANITZA with a written declaration from the third party that the latter undertakes to obligate itself directly to JANITZA to comply with the rules set out in §§ 3 and 8.

(6) All other acts of exploitation, in particular rental, lending, and distribution in tangible or intangible form, as well as the use of the software by and for third parties (e.g., outsourcing, data center operations, application service providing) are not permitted without the prior written consent of JANITZA.

(7) Contractual materials, documents, proposals, test programs, etc., provided by JANITZA that are made available to the customer before or after the conclusion of the Agreement shall be deemed the intellectual property and trade and business secrets of JANITZA. They may not be used in any way whatsoever without JANITZA's written permission and must be kept confidential in accordance with § 8.

§ 4 Copyrights and infringements

1) The Licensor declares that it has the sole right to dispose of all performance characteristics of the LICENSED SOFTWARE.

(2) The Licensor hereby warrants that the software in question has already been published.

(3) The Licensee is required to include the copyright notice, the name of the LICENSED SOFTWARE, and any trademarks, on all copies of the LICENSED SOFTWARE created by the Licensee, as well as on the accompanying materials, data carriers, documentation,

manuals, etc.

(4) The Licensee is entitled, for the purposes and duration of the Agreement, to use the Licensor's name and business identifier, as well as trademarks registered in the Licensor's name, in advertising in accordance with the Licensor's specifications.

(5) In the event that the Licensor becomes aware that any third-party rights exist with respect to any components of the LICENSED SOFTWARE, the Licensor shall notify the Licensee thereof immediately.

§ 5 License fee, payment

(1) The Licensee shall pay a license fee to the Licensor. The amount and payment schedule for the license fee are specified in Janitza's current price list, which can be viewed at www.janitza.de or requested from JANITZA.

(2) The agreed-upon compensation is due without deduction upon delivery of the software and receipt of the invoice by the customer, and must be paid within 14 days.

(3) Travel expenses, incidental expenses, accessories, shipping costs, and telecommunications costs shall be reimbursed separately based on actual expenses. Any additional services requested by the customer (e.g., consulting and assistance with program installation) will be billed according to JANITZA's current price list.

(4) Value-added tax is added to all prices.

(5) The customer may set off against JANITZA only those claims that are either undisputed by JANITZA or have been legally established. Except as provided in § 354a of the German Commercial Code (HGB), the customer may assign claims arising from this Agreement to third parties only with JANITZA's prior written consent. The customer is entitled to a right of retention or the defense of non-performance of the Agreement only within the scope of this contractual relationship.

§ 6 Material defects

(1) The software meets the agreed-upon specifications and is suitable for the contractually specified

use or, in the absence of an agreement to this effect, for its customary use. It meets the criterion of practical suitability and is of the quality typical for software of this kind; however, it is not error-free. Any impairment of the program's functionality resulting from hardware defects, environmental conditions, user error, or similar causes does not constitute a defect. A minor reduction in quality shall not be taken into account.

(2) In the event of material defects, JANITZA may first attempt to remedy the defect. Remedial performance shall be carried out, at JANITZA's discretion, by rectifying the defect, by delivering software that does not contain the defect, or by JANITZA identifying ways to avoid the effects of the defect. In the event of a defect, the customer must accept at least three attempts at rectification. The customer must accept an equivalent new version of the program or the equivalent previous version of the program that did not contain the error, provided that this is reasonable for the customer.

(3) The customer shall assist JANITZA in fault analysis and rectifying defects by, in particular, providing a detailed description of any problems that arise, keeping JANITZA fully informed, and granting JANITZA the time and opportunity necessary to rectify the defects. JANITZA may rectify the defect, at JANITZA's discretion, either on site or at JANITZA's business premises. JANITZA can also provide services via remote maintenance. The customer must provide the necessary technical infrastructure at its own expense and grant JANITZA access to its EDP system after giving appropriate prior notice.

(4) JANITZA may charge additional fees on the basis of the software having been modified, used outside the specified environment, or operated incorrectly. JANITZA may claim reimbursement of expenses if no defect is found. The burden of proof lies with the customer. § 254 BGB applies accordingly.

(5) If JANITZA definitively refuses to provide remedial performance, or if such performance definitively fails or is unreasonable for the customer, the customer may, pursuant to § 5, either rescind the Agreement or reduce the compensation appropriately and, in addition, claim damages or reimbursement of expenses pursuant to § 7.

§ 7 Liability

(1) JANITZA shall be liable in accordance with the provisions of law if the customer asserts claims for damages based on willful misconduct or gross negligence, including willful misconduct or gross negligence on the part of JANITZA's representatives or

agents.

(2) In the event of a breach committed through slight negligence of such contractual obligations whose fulfillment is essential for the proper performance of the Agreement and on whose compliance a client regularly relies and is entitled to rely (cardinal obligations, essential contractual obligations), JANITZA shall be liable in accordance with statutory provisions. In this case, however, JANITZA's liability is limited to the damage that is foreseeable and typically occurs given the nature of the service, and compensation for consequential damages, such as lost profits, is excluded. The same applies to breaches of non-essential contractual obligations committed through gross negligence by JANITZA's agents.

(3) JANITZA shall not be liable for breaches of non-essential contractual obligations resulting from slight negligence.

(4) The limitations and exclusions of liability set forth in paragraphs 1, 2, and 3 also apply to claims arising from negligence in the formation of the Agreement, other breaches of duty, and claim in tort. They do not apply to injuries to life, body, or health attributable to JANITZA, or to claims under the Product Liability Act.

(5) JANITZA retains the option to object based on contributory negligence. In particular, the customer is obligated to back up data and protect against malware using state-of-the-art technology.

§ 8 Confidentiality obligation

(1) The parties agree to treat as confidential all items (e.g., software, documents, information) that are legally protected, contain trade or business secrets, or are designated as confidential, even after the termination of this Agreement, unless they are already in the public domain without any breach of the confidentiality obligation. The contracting parties shall store and secure these items in such a way as to prevent access by third parties.

(2) The customer shall make the contractual items accessible only to employees and other third parties who require access in order to perform their job duties. The customer shall instruct these individuals on the need to maintain confidentiality regarding the items.

(3) JANITZA processes the customer's data necessary for conducting business in compliance with data protection regulations. Upon successful completion of the services, JANITZA may name the customer as a reference client.

§ 9 Duty to provide information, duty to defend

(1) The parties shall promptly notify each other of any allegations of infringements of intellectual property rights. They will also, following prior consultation, take all necessary measures to prevent any infringement of intellectual property rights by third parties.

(2) The Licensor is obligated to defend existing intellectual property rights to the LICENSED SOFTWARE against claims by third parties.

§ 10 Term of the Agreement, termination, return or destruction of documents

(1) The rights to use the contractual software are not transferred to the customer until the contractual compensation has been paid in full. Prior to that, they have only a provisional right of use, which is based solely on the law of obligations and is revocable under paragraph 2.

(2) JANITZA may revoke the rights under § 3 for good cause. Good cause exists in particular if JANITZA cannot reasonably be expected to continue to adhere to the Agreement, especially if the customer does not pay the compensation or violates § 3 in a significant manner.

(3) If the rights under § 3 do not arise or if they expire, JANITZA may require the customer to delete the software and, where applicable, return the items provided or provide written assurance that they have been destroyed.

(4) This does not affect either party's right to terminate the Agreement without notice for good cause. The Licensor is entitled to terminate the Agreement without notice, in particular, if the Licensee fails to make payments due despite a reminder and the granting of an extension, or if the Licensee violates the contractual provisions governing the use of the LICENSED SOFTWARE. In the event of a breach of contractual obligations, termination without notice requires that the other party be given a written warning and be requested to remedy the alleged grounds for termination without notice within a

reasonable period of time.

(5) The Licensor is also entitled to terminate the Agreement without notice for good cause if – insolvency proceedings are initiated against the Licensee's assets, or – a majority stake in the Licensee is transferred to a competitor of the Licensor.

(6) Any notice of termination must be in writing.

(7) Upon termination of the Agreement, the Licensee shall return to the Licensor all documents relating to the LICENSED SOFTWARE or, upon request, destroy them and provide proof of such destruction, and shall cease all promotional activities for the LICENSED SOFTWARE, as well as the use of the Licensor's name and trademarks.

(8) As of the date of termination of this Agreement, the Licensee is no longer permitted to reproduce and/or distribute copies of the LICENSED SOFTWARE. However, existing contracts with third parties remain unaffected.

§11 Applicable law, place of performance, court of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) For Agreements with merchants, legal entities under public law, or special funds under public law, the place of performance and venue for all disputes arising out of or in connection with this Agreement shall be the registered office of JANITZA.

(3) If any provision of this Agreement is or becomes invalid, this shall not affect the validity of the remainder of the Agreement. The invalid provision shall be deemed replaced by a valid provision that most closely approximates the economic purpose of the invalid provision. The same shall apply in the event of a gap in the Agreement.