GENERAL LICENSE AND SUBSCRIPTION TERMS "POWERTSM® - SOFTWARE SOLUTIONS" VALID FROM 01.01.2025	
1. Licensor	HAKOM Time Series GmbH, FN [Business Register No.] 390349v Lemböckgasse 61/Stiege 2/6.OG 1230 Vienna, Austria Phone: +43 1 8157980 -112, Fax: Ext. 400 E-mail: office@hakom.at
2. Scope	These General License and Subscription Terms (GLST) as amended from time to time shall apply to all present and future contractual relationships arising from the acquisition, installation and/or use of PowerTSM® TECHNOLOGY (hereinafter referred to as "Technology") on the basis of the contractual subscription, even if no express reference is made to them in individual cases. The version of the GLST valid at the time of conclusion of the contract shall be authoritative in each case. Deviating, conflicting or supplementary General Terms and Conditions (GTC) shall not become part of the contract, even if the Licensor is aware of them. The Licensor hereby expressly objects to the Licensee's General Terms and Conditions.
3. Amendments to the GLST	The licensee shall be notified in advance of any amendments to the GLST in a timely manner. These amendments shall be deemed to have been agreed, with effect from the specified future date, if the licensee does not object to the notified amendments in writing within 14 days; the licensee shall be expressly informed of the significance of silence in the notification.
4. Copyrights; Marks	The Technology, the related documentation and the marks under which the Technology is distributed are protected for the licensor under copyright or trademark law (in particular as software). Any exploitation of the Technology, the documentation on the Technology or the mark without or beyond the scope of the licensor's approval may entail sanctions under civil and/or criminal law.
5. Definitions	The terms listed below have the following meaning:
a) Technology	PowerTSM® is a software tool for analyzing and editing time series that are of relevance to the energy industry. The Technology is based on the Licensor's proprietary development and shall be made available to the licensee as is. The Licensor makes no explicit covenants regarding certain functionalities or the interoperability with future requirements of the licensee. The Licensor shall provide all services in accordance with and subject to the existing technical, financial, operational and organizational possibilities available from time to time.
b) Domain	Domain means a name below a top-level domain that is unique and unambiguous worldwide within the internet.
c) Functionalities	The basic functionalities of the Technology are included in the "Standard" instance.

	The "Performance" instance contains functionalities for compression and parallelization; in addition, the "Big-Data" instance contains the functionalities for a horizontally scalable persistence. The "PowerTSM® App" shall be exclusively licensed for the number of developers in the Licensor's own Domain that are included in the license. The Licensor's "TSM-Visuals" software shall in no case be a subject of the license contract.
d) Software:	The Software is an existing or to be developed software solution of the Licensor that accesses the Licensor's Technology.
6. Reservation of ownership and license	6.1 No contractual regulation shall be interpreted to the effect that the Licensee be granted ownership rights or exclusive rights to the Technology or the documentation. 6.2 The Licensor expressly reserves title to data storage media until receipt of all payments under the license contract.
7. Granting of rights to the licensor's software and technology	7.1 Upon payment of the license fee, the Licensor grants the Licensee, for the duration of the license, the non-exclusive right, which in principle cannot be transferred to third parties and cannot be sublicensed to third parties, to use the Licensor's software defined in the offer to the extent of the offer to access the Technology pursuant to Section 6.2 for its own purposes. 7.2 Upon payment of the license fee, the Licensor grants the Licensee, for the duration of the license, the non-exclusive right, which in principle cannot be transferred to third parties and cannot be sublicensed to third parties, for the Software defined in the offer to access and use a copy of the Technology.
8. Granting of rights to the PowerTSM® cloud service	In accordance with the following "General Terms and Conditions PowerTSM® Services" as amended from time to time, the Licensor grants the Licensee the rights to use the PowerTSM® Services for a client (Tenant) and the PowerTSM® Seats (Users) licensed as Named Users: https://terms.hakom.at/home/latest/powertsm-gtc
9. License Restrictions	In no case shall the Licensor grant the Licensee authorization: • for the Technology to be used in redistributable web, mobile or desktop applications; • for the Technology to be integrated into other software development tools; • to transfer or sublicense the rights to the Software to third parties, insofar and as long as the Software has access to the Technology; • to sell the Technology to third parties.
10. Duties of the licensee	The Licensee undertakes to use the Technology in accordance with the applicable statutory provisions, in particular the Austrian Copyright Act [*Urheberrechtsgesetz/UrhG*], and to refrain from any misuse. The Licensee warrants that no rights are being infringed when the Technology is used, in particular that he

	will refrain from any infringements of copyrights, trademark rights and other related rights, the Austrian Act on Unfair Trade Practices [*Bundesgesetz gegen den unlauteren Wettbewerb/UWG*], personal rights and industrial property rights. In the event of disruptions, suspected data protection breaches, suspected security-related incidents, or irregularities in data processing, the customer is obligated to notify the provider immediately in writing. The same applies to audits of the customer by a data protection supervisory authority. The notification must include at least the following information: a) A description of the nature of the incident; b) A description of the measures taken by the customer. Notifications should be sent to the email address published on our website at https://www.hakom.at/en/legal-notice/
11. License audit	The Licensor shall be entitled to audit whether the software is being used in accordance with the rights of use granted. For this purpose, the Licensor may demand information from the Licensee, in particular regarding the period and scope of use of the software, and may inspect the Licensee's books and records, as well as the Licensee's hardware and software, insofar as this provides information on the period and scope of use of the software. The Licensor shall be granted access to the Licensee's business premises during normal business hours after a notice period of at least 2 weeks. The customer shall ensure to a reasonable extent that the inspection by the Licensor can take place and shall cooperate in the inspection. The Licensor shall use all information obtained during the audit only for the purposes of verifying the legality of the license use. The customer may request that the on-site audit be carried out by an agent of the Licensor who is bound by professional confidentiality. The costs of the audit shall be borne by the Provider, unless the audit reveals that the customer is or has been using the software beyond the agreed scope (license shortfall). In this case, the customer bears the costs of the audit. In the event of a license shortfall, the customer is also obliged to pay the licensor for the missing rights at the list prices for comparable services (license rental) that are generally valid at the time of the audit for the period of the license shortfall, plus a flat-rate claim for damages of two annual premiums of the value of the license shortfall. The Licensor may revoke the Licensee's right of use and/or terminate the contract if the customer significantly exceeds his rights of use or violates regulations for protection against unauthorized use. The Licensor shall in principle grant the Licensee

	a reasonable period of grace in advance to remedy the situation. Revocation of the right of use alone does not constitute termination of the contract. After revocation, the customer must confirm to the provider in writing that they have ceased use. The customer has a right to the re-granting of the right of use after they have demonstrated that they have ceased the use in breach of the contract and have prevented any future use in breach of the contract.
12. License violation	A license violation, in particular exceeding the time or scope, entitles the Licensor to claim double the last agreed license fee in accordance with § 87 (3) UrhG (Austrian Copyright Act). The Licensor expressly reserves the right to assert further legal claims.
13. Updates, release planning	13.1 During the term of the contract, the licensee is entitled to updates (minor functional enhancements and bug fixes) and upgrades (functional enhancements) from the licensor within the scope of his license. 13.2 The licensee is not entitled to a specific update or upgrade. 13.3 The licensor intends to develop the technology in at least two releases per year.
14. Support	14.1 The Licensee is entitled - depending on the support class - to technical support with regard to the use of the Licensor's software and Technology by participating in the ticketing system. 14.2 The support classes include the following services:

Services	Standard	Advanced	Premium
Service Desk*	✓	✓	✓
Online Product Documentation PowerTSM® Standard Software	✓	✓	✓
Online Knowledge Base PowerTSM® Standard Software	✓	✓	✓
Phone support*		✓	✓
Analysis via remote maintenance*		✓	✓
Short training course new features PowerTSM® standard software		✓	✓
Named Account Manager			✓
Roadmap meetings			✓
SLA*			Next business day

Services not marked are included in the price.

	Services marked with *: The service is provided, call-offs are charged on a time and material basis. 14.3 The Licensor's support shall be provided on Austrian working days (but not on 24 and 31 December) between 9 a.m. and 5 p.m. CET or CEST. 14.4 For software created by the Licensor on behalf of the customer that is not included in the PowerTSM® product standard, an individual maintenance contract can be concluded for an additional charge.
15. Support Credit	15.1 To consume additional services so-called Support Credits can be purchased separately in various packages. 15.2 Requests for Additional Services shall be redeemed for Support Credits. Generally, one request corresponds to one Support Credit. 15.3 For requests whose expected processing time exceeds this processing effort, the number of required support credits will be announced in the ticket system. After confirmation by the Licensee, the request will then be processed against the announced number of support credits required. 15.4 Unused Support Credits expire 12 months after purchase. Redemptions apply to the oldest listed support credits. 12.5 The minimum billing per request is one Support Credit.
16. Prices and license fees	16.1 The prices quoted in the Licensor's price lists are net license fees per month plus value added tax at the statutory rate. 16.2 Unless otherwise agreed, the annual license fee shall be payable annually in advance on the day of conclusion of the contract. 16.3 If the Licensor grants discounts on package bookings with a fixed term, the due date for the entire package shall be the day of conclusion of the contract, unless otherwise agreed. 16.4 Cost estimates by the Licensor are non-binding. 16.5 The value protection of all prices shall be linked to the yearly increase of the collective agreement salary, class ST2, experience level published by the Fachverband Unternehmensberatung, Buchhaltung und Informationstechnologie of the Austrian Chamber of Commerce quoting the collective agreement for employees of companies in the field of services in automatic data processing and information technology. The basis of calculation is minimum salary of the collective agreement published for the month of the conclusion of the contract. The calculation basis for the above-mentioned value protection is the agreed percentual increase of the above quoted salary class. The prices will automatically be adjusted by the Licensor on 01.01. of each calendar year in accordance with the changes in the collective agreement

	salaries.
17. Payments	17.1 Invoices from the Licensor are due for payment within 30 days. 17.2 In the event of default in payment by the Licensee, the statutory default interest shall apply at the rate applicable to business transactions. Furthermore, in the event of default in payment, the Licensee undertakes to reimburse the Licensor for any dunning and collection expenses incurred, insofar as they are necessary for appropriate legal action. This shall in any case include the costs of two reminders of € 25.00 each as well as the standard costs of a reminder letter of a lawyer commissioned with the collection. The assertion of further rights and claims shall remain unaffected. 17.3 In the event of default in payment by the Licensee, the Licensor may declare all services and partial services rendered under other contracts concluded with the Licensee immediately due and payable. Furthermore, the Licensor shall not be obliged to provide further services until the outstanding amount has been settled. 17.4 If payment in instalments has been agreed, the Licensor reserves the right to demand immediate payment of the entire outstanding debt in the event that partial amounts or ancillary claims are not paid on time (loss of maturity). 17.5 The Licensee is not entitled to set off his own claims against claims of the Licensor, unless his claim has been acknowledged by the Licensor in writing or has been established by a court of law.
18. Contract duration, termination, contract amendment	18.1 If no other term of contract has been expressly agreed in writing, the license contract shall be concluded for an indefinite period of time and may be terminated by either party after expiry of an agreed fixed term of contract by giving six months' written notice as of the end of the contract year. 18.2 Both parties waive their right to terminate the contract for the term of one year from conclusion of the contract. In addition, the parties may agree on minimum contract terms during which termination of the contract without important reason (cause) shall be inadmissible. 18.3 Trial subscriptions shall automatically end upon expiry of the agreed trial period with no separate notice of termination by one of the parties being necessary. Unless otherwise agreed the trial period shall be 3 months from activation/commissioning. 18.4 Either party shall be entitled to terminate the contract for important reasons (causes). Important reasons (causes) shall include but not be limited to a situation where the other party repeatedly violates material provisions of this contract despite a written warning and having been granted a grace period of 14 days to remedy the breach of contract. 18.5 After termination of the contract all copies of the licensor's Software must be deleted within 14 days. The licensee must inform the licensor of the deletion by

	presenting proof of the deletion.
19. Data protection	Data will be processed by the Licensor on the basis of the Privacy Statement, which has been provided separately.
20. Liability; Warranty	20.1. The Licensor assumes warranty in accordance with the statutory provisions for contracts for consideration. 20.2 The Technology and the software are based on a proprietary development of the Licensor and are provided to the Licensee "as is". The Licensor does not make any express promises for a specific functionality or interoperability with future needs of the Licensee. The Licensor shall provide all services in each case in accordance with the existing technical, economic, operational and organizational possibilities. 20.3 Liability of the Licensors and their bodies, officers, employees, contractors or other agents [translator's note: *Erfüllungsgehilfe* as defined in Section 1313a *ABGB*] ("People") shall as to the merits be limited to willful intent or gross negligence; liability for slight negligence shall be excluded. This exclusion of liability shall not apply to personal injuries or damage to property which the Licensors have taken over for processing. To the extent that liability is excluded or limited this shall also apply to personal liability of their People. 20.4 The Licensor shall not be liable for interruptions, failures, delays, erasures, transmission errors or memory failures that may occur in connection with use of the Technology.
21. Secrecy	21.1 The parties shall treat all information and documents which they receive from or which become known to them from, by or through the other party as strictly confidential, and at least with the same care with which they treat their own information of the same kind. Objects shall be stored and secured in a way that makes it impossible for third parties to gain knowledge about or misuse them. The obligations shall particularly apply to Software and data. They shall remain in force even after termination of the contract. 21.2 Information and documents may only be used for the purpose of performance of the contract. They may only be passed on to employees, subcontractors and experts who must know them in order to perform the contract. Upon request of the other party employees, subcontractors or experts must be put under an obligation to maintain secrecy in writing for the immediate benefit of that party and according to these rules. 21.3 The obligation to maintain secrecy shall not apply to information and documents which are or come into the public domain with no breach of contract by the party or which the receiving party has received from third parties who are authorized to disclose them to the public. The party that relies on these exemptions shall bear the burden of proof.

22. Reference	Either party shall be entitled to make reference to the business relationship with the other party in its own advertising media, including but not limited to its website, by stating the name and business logo of the other party.
23. Applicable law	For all disputes arising out of this legal relationship the parties agree on jurisdiction of the court having jurisdiction over 1230 Vienna and over the subject matter. Austrian substantive law shall apply. The place of performance shall be Vienna.
24. Miscellaneous	24.1 If any provisions of this contract are or become ineffective in whole or in part or if there is a gap in the contract, the validity of the remaining provisions shall not be affected thereby. 24.2 Modifications of or amendments to the license contract shall be made in writing. This shall also apply to an abolishment of the formal requirement of written form. Statements or declarations sent by email or fax shall be deemed to meet the requirement of written form. 24.3 If only the masculine form is used for describing natural persons in these GLST or other contracts, it shall refer to both women and men equally. If a term is used for a specific natural person, the respective gender-specific form must be used.