

GENERAL LICENSE AND SUBSCRIPTION TERMS "MP XNERGIE PROGNOSE - SOFTWARE SOLUTIONS" VALID AS OF 1.1.2024	
1. <u>Reseller</u>	<p>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</p>
2. <u>Licensor</u>	<p>metallogic GmbH Westendstrasse 177, 80686 Munich</p>
3. <u>Scope</u>	<p>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 the mP Xnergy® Forecasting Software (hereinafter referred to as "Forecasting Software") 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 Reseller is aware of them. The Reseller hereby expressly objects to the Licensee's General Terms and Conditions.</p>
4. <u>Copyrights; Marks</u>	<p>The Forecasting Software, the related documentation and the marks under which the Forecasting Software is distributed and protected for the Licensor under copyright or trademark law (in particular as software). Any exploitation of the Forecasting Software, the documentation on the Forecasting Software or the mark without or beyond the scope of the Licensor's approval may entail sanctions under civil and/or criminal law.</p>
5. <u>Retention of title and license</u>	<p>5.1 1 No contractual regulation shall be interpreted to the effect that the licensee be granted ownership rights or exclusive rights to the Forecasting Software or the documentation. 5.2 The reseller expressly reserves title to data storage media until receipt of all payments under the license contract.</p>
6. <u>Granting of rights to the Forecasting Software</u>	<p>6.1 Upon payment of the license fee, the Reseller 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 access the Licensor's software defined in the offer for its own purposes within the scope of the EULA (Attachment./1).</p>
7. <u>Duties of the Licensee</u>	<p>7.1 The Licensee undertakes to use the Forecasting Software in compliance with the statutory provisions, in particular the Copyright Act (UrhG), and to refrain from any misuse. The licensee guarantees not to violate any rights when using the Forecasting</p>

	<p>Software, in particular to refrain from violating copyrights, trademark and other identification rights, the law against unfair competition, personal rights and industrial property rights.</p> <p>7.2 The Licensee is obliged to (i) check and take the measures necessary to establish and ensure the system and compatibility requirements (in particular with regard to the Customer's IT environment) and (ii) provide the information necessary to determine its need to configure and adapt mP Xnergy to its individual requirements.</p> <p>7.3 The Reseller points out to the Licensee that failure to install a provided update or upgrade may result in the discontinuation of support to the extent that it relates to errors or malfunctions that would have been remedied by the update or upgrade.</p> <p>7.4 The customer undertakes,</p> <p>(i) provide remote access and on-site access to Customer's systems as necessary to fulfill the warranty for the Forecasting Software;</p> <p>(ii) use only qualified and trained personnel who have sufficient experience to use the Forecasting Software;</p> <p>(iii) comply with all applicable laws and regulations (including but not limited to applicable export laws) in the performance of this Agreement;</p> <p>(iv) comply with current IT security standards and applicable IT security policies, in particular with respect to any passwords and passphrases it uses for the use of the Forecasting Software and changes such passwords and passphrases on a regular basis; and</p> <p>(v) to ensure that any Authorized Affiliates identified in the Offer also comply with the obligations set out in this Clause.</p>												
<p>8. <u>Updates, release planning</u></p>	<p>8.1 During the term of the Agreement, the Licensee shall be entitled to updates in the form of bug fixes, but not upgrades (functional enhancements) to the Software within the scope of its license from the Reseller. The granting of rights under this Agreement shall also include the rights to updates provided by the Reseller.</p> <p>8.2 Licensee shall not be entitled to a specific update or upgrade.</p>												
<p>9. <u>Support</u></p>	<p>9.1 The Licensee is entitled - depending on the support class - to technical support with regard to the use of the Licensor's Forecasting Software by participating in the ticketing system.</p> <p>9.2 Support classes include the following services:</p> <table border="1" data-bbox="502 1823 1417 2024"> <thead> <tr> <th>Services</th> <th>Standard</th> <th>Advanced</th> <th>Premium</th> </tr> </thead> <tbody> <tr> <td>Service Desk*</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Online Product Documentation mp Xnergy Standard Software</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> </tbody> </table>	Services	Standard	Advanced	Premium	Service Desk*	✓	✓	✓	Online Product Documentation mp Xnergy Standard Software	✓	✓	✓
Services	Standard	Advanced	Premium										
Service Desk*	✓	✓	✓										
Online Product Documentation mp Xnergy Standard Software	✓	✓	✓										

Online Knowledge Base mp Xnergy standard software	✓	✓	✓
Phone support*		✓	✓
Analysis via remote maintenance*		✓	✓
Short training course new features mp Xnergy 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.

9.3 The Reseller's support is provided on Austrian working days (but not on 24 and 31 December) between 9 a.m. and 5 p.m. CET or CEST.

9.4 For software created by the Reseller on behalf of the customer that is not included in the mP Xnergy product standard, an individual maintenance contract may be concluded for an additional charge. Any statements made in offers or individual contracts regarding the expected effort or costs of support are non-binding estimates, unless the individual contract expressly provides otherwise.

10. Support Credit

10.1 To consume additional services so-called Support Credits can be purchased separately in various packages.

10.2 Requests for Additional Services shall be redeemed for Support Credits. Generally, one request corresponds to one Support Credit.

10.3 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.

10.4 Unused Support Credits expire after 12 months after purchase. Redemptions are always made on the oldest listed support credit.

10.5 The minimum billing per request is one Support Credit.

11. Prices & License Fees

11.1 The prices quoted in the Reseller's price lists are net license fees per month plus value added tax at the statutory rate.

11.2 Unless otherwise agreed, the annual license fee shall be payable annually in

	<p>advance on the day of conclusion of the contract.</p> <p>11.3 If the Reseller 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.</p> <p>11.4 Cost estimates by the Reseller are non-binding.</p> <p>11.5 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.</p>
<p><u>12. Payments</u></p>	<p>12.1 Invoices from the Licensor are due for payment within 30 days.</p> <p>12.2 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 € 15.00 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.</p> <p>12.3 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.</p> <p>12.4 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).</p> <p>12.5 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.</p>
<p><u>13. Contract duration, termination, contract amendment</u></p>	<p>13.1 Unless another term of the Agreement has been expressly agreed in writing, the License Agreement shall be concluded for an indefinite period of time and may be terminated by either party by written notice after expiration of an agreed waiver of termination pursuant to Section 13.2, subject to a notice period of 3 months to the end of the contractual year.</p>

	<p>13.2 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.</p> <p>13.3 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.</p> <p>13.4 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.</p>
<p><u>14. Privacy</u></p>	<p>Data will be processed by the Licensor on the basis of the Privacy Statement, which has been provided separately.</p>
<p><u>15. Liability/ Warranty</u></p>	<p>15.1 The Reseller shall provide a warranty for contracts against payment in accordance with the statutory provisions.</p> <p>15.2 The Forecasting Software is based on a proprietary development of the Licensor and is provided to the Licensee "as is". The Licensor and the Reseller do not make any express promises for a specific functionality or interoperability with future needs of the Licensee. The Licensor and the Reseller shall provide all Services in each case in accordance with the existing technical, economic, operational and organizational possibilities.</p> <p>15.3 Liability of the Licensors and their bodies, officers, employees, contractors or other agents [translator's note: <i>Erfüllungsgehilfe</i> as defined in Section 1313a ABGB] ("People") shall as to the merits be limited to wilful 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.</p> <p>15.4 The Reseller shall not be liable for interruptions, failures, delays, erasures, transmission errors or memory failures that may occur in connection with use of the Forecasting Software.</p> <p>15.5 The warranty shall be excluded if a defect (i) is not reproducible; (ii) results from a modification of the Forecasting Software made without prior consent in text form; and/or (iii) results from a malfunction of third-party devices or third-party software, the IT environment or the Licensee's data. If the Reseller provides services in this respect without the warranty obligation existing, this service shall be remunerated separately by the Licensee.</p>

<p><u>16. Secrecy</u></p>	<p>16.1 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.</p> <p>16.2 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.</p> <p>16.3 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 authorised to disclose them to the public. The party that relies on these exemptions shall bear the burden of proof.</p>
<p><u>17. Reference</u></p>	<p>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.</p>
<p><u>18. Applicable Law</u></p>	<p>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.</p>
<p><u>19. Miscellaneous</u></p>	<p>19.1 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.</p> <p>19.2 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.</p> <p>19.3 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.</p>
<p><u>20. Supplements</u></p>	<p>Enclosure ./1 EULA of the Licensor</p>