General Terms and Conditions (GTC) of Mondas GmbH

I. Scope of application

These General Terms and Conditions (GTC) apply to all business relationships between Mondas and its customers. The General Terms and Conditions only apply if the customer is an entrepreneur (Section 14 BGB - (german civil code)), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) BGB.

1. Our General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall also apply if the customer refers to his General Terms and Conditions in the context of the order and we did noc expressly object to the General Terms and Conditions.

2. These General Terms and Conditions apply to contracts for the provision of software products for fully automated energy, plant and building monitoring and for the management and analysis of time series data, as well as training, updates and customer support. Unless otherwise agreed, the General Terms and Conditions shall apply in the version valid at the time of the customer's order or in the version last communicated to him in text form as a framework agreement also for similar future contracts, without us as a service provider having to refer to them again on a case-by-case basis.

3. individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these General Terms and Conditions. Subject to proof to the contrary, the content of such agreements shall be governed by a contract in text form (in accordance with II.).

4. legally relevant declarations and notifications by the customer with regard to the contract (e.g. notifications of defects, deadlines, withdrawal or reduction) must be made in writing, i.e. in written and text form (e.g. letter, e-mail, fax). Further statutory formal requirements and further evidence (if necessary in case of doubt about the legitimacy of the declaring party) remain unaffected.

5. if references are made to the validity of statutory provisions, it should be noted that these are only of clarifying significance. The statutory provisions shall apply - even if no corresponding clarification has been made - to the extent that they are not amended or excluded by the General Terms and Conditions.

II. Conclusion of contract

The contract between Mondas and the customer comes into effect with the respective signature of a contract in text form, as well as associated framework agreements. The conclusion of the contract on the part of Mondas GmbH is only effective if it is signed by an authorized representative body or managing director or an employee who is demonstrably authorized to represent a power of attorney attached to the contract document. A digital signature is sufficient. A qualified electronic signature is not required.

III.   Prices and terms of payment

1.   Prices

In the contract concluded between Mondas and the customer, the price for the services owed by Mondas is agreed individually.

All prices agreed between Mondas and the customer are quoted in euros and do not include statutory VAT.

2.   Payment

Payments must be made exclusively to the bank account specified on the Mondas invoice form.

3.   Due date

Unless otherwise agreed, payment is due and payable within fourteen days of invoicing. Invoicing shall take place at the earliest at the time of complete provision, unless payment for preparatory services of Mondas or partial provision has been agreed or partial payments have otherwise been agreed.

4.   Default and default interest

The customer shall be in default if the under cipher 3. mentioned payment period expires. During the period of default, interest shall be charged on the payment amount at the applicable statutory default interest rate pursuant to Section 288 (2) BGB (German Civil Code) in the amount of nine percentage points above the respective base interest rate (usuall auf the European Central Bank, ECB). Mondas reserves the right to claim further damages for default. Our claim against merchants for commercial maturity interest in accordance with § 353 HGB (German Comercial Code) remains unaffected.

5.   Right to refuse performance and right of withdrawal

If it is foreseeable after conclusion of the contract that our claim to payment of the purchase price is jeopardized due to the customer's inability to pay (e.g. due to an application for the opening of insolvency proceedings), we are entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract (Section 321 BGB (German Civil Code)). The statutory provisions on the dispensability of setting a deadline shall remain unaffected in this respect.

6.   Rights of retention of the customer

The customer shall only be entitled to set off or retention rights in the event that his claim has been legally established or is undisputed and his counterclaim is based on the same contractual relationship. In the event that defects occur within the scope of the delivery, the customer's counter-rights under these GTC shall remain unaffected.

IV. Transfer of use

Any software provided to the Customer for use is the copyrighted work of Mondas. The following rights and obligations apply in accordance with the more detailed license agreement with Mondas

- **Rights of use**
- **Restrictions on use**

Conduct obligations of the customer

(1)   The customer may not use the software and software access unlawfully or in breach of contract.

(2)   The customer may not change the code of the software provided.

(3)   The customer may not make software and software access available to third parties.

V. Provision and provision period

Mondas shall provide the customer with software to the individually agreed extent and shall provide the agreed ancillary services. The following provisions apply subordinately and in addition to individual agreements.

1. Provision of the software

The provision takes place via browser-based login on the servers of Mondas GmbH after provision of the login data or registration.

2. Service Level

a. Customer support

In addition to providing the monitoring software, Mondas shall provide the customer with customer support to an individually agreed extent.

b. Training courses

Mondas is also obliged, by individual agreement, to train the customer or its personnel on the software products provided to the extent described below.

c.   Updates (cloud-based)

Mondas shall keep the software up to date with updates. The customer is not entitled to use a specific version of the software.

3.   Provision period

a.   The provision period or the time of provision of the access data for the use of the software shall be agreed individually.

b.   In the event that Mondas is unable to meet contractually agreed delivery deadlines for reasons for which Mondas is not responsible, Mondas shall inform the Customer of this circumstance immediately and at the same time inform the Customer of the expected or new delivery deadline.

c.   If a delayed provision cannot be made due to impossibility or unreasonableness of the provision even within the newly announced delivery period, Mondas is entitled to withdraw from the contract in whole or in part; Mondas must immediately reimburse any consideration already provided by the customer. Provision is deemed unreasonable, for example, if it becomes apparent after conclusion of the contract that the IT systems available to the customer are not up to date as required for provision and the customer cannot be expected to update them promptly

4.   Obligations of the customer to cooperate

a.   Hardware and software requirements

The customer shall do everything necessary on his part to enable Mondas to fulfill the services owed to him. Unless otherwise agreed, the Customer shall ensure that its IT systems are up to date as required for the use of Mondas Monitoring Software. The customer shall keep its IT systems up to date as required.

b.   Software updates (latest version)

The customer shall implement software updates provided by Mondas in a timely manner. Unless otherwise agreed, updates are to be installed by the customer himself.

5.   Data protection

a.   Cloud server

The Mondas GmbH servers are certified in accordance with DIN ISO/IEC 27001 and are all located in Germany.

b.   On-Premise

If Mondas monitoring software is implemented on-premise without a connection to the cloud operated by Mondas, Mondas has no data protection obligations beyond the integrity of the software.

VI.   Secrecy

Mondas and the customer shall each treat information provided to them about the operation of the other business partner with the necessary care. In particular, the source code of software provided, procedures (especially for energy monitoring) and especially all login data are subject to confidentiality.

VII.   Warranty and liability for software and other services

The contracting parties shall be liable primarily in accordance with the following provisions, otherwise they shall be liable in accordance with the general statutory provisions.

1.   Obligation to provide a defect-free item

a.   Liability for defect-free provision and maintenance

Mondas owes the provision of the software in accordance with the current state of the rules of software development lege artis. The basic principles of tenancy law apply to the provision of software for certain periods of time. Within the scope of an agreed service level agreement, Mondas GmbH is therefore liable to the customer for the maintenance of the software during the current contract period.

b.   No liability for known defects

Mondas shall not be liable for defects that the customer is aware of or is grossly negligent in not being aware of when the contract is concluded.

2.   Exclusion of liability for damage caused by the customer

Mondas shall not be liable for damage caused by the customer himself. In particular, the customer has caused damage himself if the damage is attributable to the fact that he has modified the software without permission or the damage has been caused by use contrary to the contractual agreements

3.   Exclusion of liability for breach of the duty to cooperate

The customer shall be liable for all damages arising from the breach of its own obligations to cooperate in accordance with these GTC or the general statutory provisions.

a.   The customer shall be responsible for any damage or disadvantages incurred as a result of delayed or non-implemented updates.

b.   The customer shall be liable for any damages incurred as a result of the loss of the hardware requirements for the use of the software provided by Mondas in accordance with its obligations.

c.   The customer himself shall be liable for any damage caused to him by the use of Mondas products in breach of contract.

4.   Duties of notification of defects, notification of damage

Claims for defects on the part of the customer shall only exist if the customer has complied with his inspection and notification obligations in accordance with § 377 HGB (German Commercial Code). Mondas shall be notified immediately in text form if a defect becomes apparent during the provision of the software, the provision of an update or at a later point in time. Obvious defects shall be reported in text form within 10 working days from the provision of the software or the update and non-visible defects within the same period from the discovery of the defects.

In the event that the customer neglects or fails to fulfill his obligation to properly inspect the goods and/or report defects, we shall not be liable for the defect not reported or not reported in time or not reported properly

5.   Correction of defects

a. The customer shall grant us the necessary time and opportunity for the subsequent performance to be rendered by us in the event of a defect occurring. In particular, the customer must grant us the necessary access to its IT systems to remedy the defect.

b. We may demand reimbursement of the costs incurred by us due to an unjustified request to remedy a defect from the customer in the event that the customer knew or could have recognized that there was actually no defect.

6.   Exclusion of liability in other respects

a.   Unless otherwise stated in these GTC, including the following provisions, Mondas shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.

b.   Within the scope of fault-based liability, Mondas shall be liable for damages, regardless of the legal grounds, only in the case of intent and gross negligence. In the case of simple negligence, we are only liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty):

(1) for damages resulting from injury to life, body or health,

(2) for damages resulting from the breach of an essential contractual obligation (obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner relies and may also rely). However, Mondas GmbH's liability in this case shall be limited to compensation for foreseeable, typically occurring damages.

c. The limitations of liability pursuant to VII.6.b.(2) shall also apply to third parties and in the event of breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions. Insofar as a defect has been fraudulently concealed and a guarantee for the quality of the software has been assumed, the limitations of liability shall not apply.

d. Strict liability under the Product Liability Act is excluded between the contracting parties in the internal relationship, but not vis-à-vis external third parties.

e. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not result from a defect if we are responsible for the breach of duty.

f. Liability for consequential damages shall be excluded, provided that no culpable delay in the rectification of defects has occurred. Consequential damage is damage that arises indirectly and as a result of other damage. In particular, consequential damages within the meaning of these GTC do not include loss of profit due to delayed provision or rectification of defects through no fault of our own

VIII.   Statute of limitations

Claims under these GTC shall become time-barred in accordance with the general statutory provisions.

IX. Final provisions

1.   Applicable law

Contracts between Mondas and the customer are governed exclusively by the law of the Federal Republic of Germany.

2.   Place of jurisdiction

If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, our registered office in Freiburg shall be the exclusive, and also international, place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB.

3.   Severability clause

Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions.

Status: September 2025