

General Terms and Conditions of SOLON Vega.

1. Subject of the Agreement

SOLON Energy GmbH¹⁾ („SOLON“) offers customers the SOLON Vega product, which is an innovative, web-based remote monitoring and control system for photovoltaic power plants („PV Power Plant“). For a monthly fee, SOLON Vega provides the customer with direct access to their PV Power Plant(s) data. Furthermore, SOLON Vega offers extensive performance analysis to be able to react quickly in the event of errors or failures.

2. Scope of Services

The stipulated prices include the following services:

- › Initial installation: graphical and software depiction of the PV Power Plant into SOLON Vega
- › Access with password and email address via www.solon.com
- › User data management for all users
- › Regular system updates
- › Availability > 99 %
- › Announced maintenance intervals
- › Storage of PV Power Plant data (e.g. 15 minute average values*)
- › Data storage on secured and safe server systems
- › Storage of daily average values throughout the whole agreement duration

*refers to the data logging and data storage product SOLON Regor; different features of other products may apply

Among other things, the customer is responsible for:

- › A data connection between PV Power Plant and SOLON server
- › The provision and availability of a data connection and the transfer interface

3. Orders

The customer affirms that these General Terms and Conditions apply to the order of SOLON Vega. Orders have to be in written form and are binding. The Agreement becomes effective with the order confirmation.

4. Remuneration and Terms of Payment

The currently valid prices are stated in the order form. All prices are € net prices. SOLON may adjust prices after the first agreement year on a regular basis. In the event of a SOLON price increase, the customer is free to terminate the Agreement within one month after the announcement of adjusted prices.

Price adjustments shall be effective one month after their announcement. The monthly fee shall be paid in advance for a period of three months. Invoices are due and shall be paid without deduction within 14 days after the invoice date, and/or respectively shall be paid latest on the fifth day of the first month in the particular period.

5. Term and Termination of the Agreement

The Agreement shall have a minimum duration of one year, following which the term shall be extended without further notice for another year if neither party terminates the Agreement. In case of termination, a grace period of three months prior to the end of the agreement year term shall apply. This does not affect the right of extraordinary notice of termination. Notice of termination must be given to the other party in writing.

6. Liability

SOLON does not guarantee or warrant for extended claims in respect to the provision of SOLON Vega. In particular, SOLON shall not be liable for:

- › Errors or problems that occur due to failure and shortcoming of the equipment or the communication services obtained by the customer;
- › Internet providing services and risks in respect of safety and security, data corruption, transmission errors and access availability associated with use of the internet;
- › Any temporary suspension of SOLON Vega for reasons beyond the control of SOLON;
- › The correctness or completeness of the information and data provided by SOLON Vega;
- › Further damages, e.g. yield losses of the PV Power Plant.

SOLON's liability is limited to the extent stated as below:

- › Liability for negligence of substantial duties stemming from the Agreement (Fundamental duties that are vital for the operation of SOLON Vega) is limited to typical, foreseeable damages.
- › Liability for negligence of minor duties stemming from the Agreement is excluded.

7. Intellectual Property

SOLON owns all worldwide intellectual property rights of the Monitoring Portal and SOLON Vega. The customer is granted, for personal or internal business purposes only, a non-exclusive, limited and revocable right to access and use SOLON Vega in connection with the permitted use. Except as explicitly permitted, SOLON Vega and mySOLON Monitoring Portal shall not be copied, further developed, reproduced, republished, modified, altered, downloaded, posted, broadcasted, transmitted or otherwise used as stated in the "User Terms and Conditions of the mySOLON Monitoring Portal and SOLON Vega".

8. Confidentiality and Data Protection

If not explicitly stated otherwise in these General Terms and Conditions, both parties will consider all information that they gather from the other party in the initiation of the Agreement or the conducting of the Agreement as confidential. Both parties maintain silence during the initiation, the conduction and after the termination of the Agreement.

All customer data shall be treated in compliance to SOLON's privacy policy which is available at www.solon.com/global/imprint/. As further set out therein, we will keep confidential all personal and commercial data and records related to your account with us, including all information collected by SOLON Vega and all information presented on the Monitoring Portal and through SOLON Vega. The customer explicitly agrees that SOLON stores, processes and uses data in an anonymized form, as far as this is necessary in terms of consulting, advertisement and market research.

9. Miscellaneous

In addition to the General Terms and Conditions that apply for the use of SOLON Vega, the "User Terms and Conditions of the mySOLON Monitoring Portal and SOLON Vega" are a mandatory part of the Agreement. The customer may see the valid terms anytime on www.solon.com.

SOLON may, from time to time, introduce new features to SOLON Vega or modify or delete existing features at their sole discretion. SOLON shall notify the customer of any of any changes to these features.

The General Terms and Conditions may be subject to subsequent changes. The customer is to be informed of these changes and may dissent to the changes within six weeks upon receipt of the change notice. If no dissent is stated in written within this period, the changes are deemed to be accepted. In case of a stated dissent in time, the General Terms and Conditions remain valid in their original version. In this case, SOLON has the right to cancel the service.

If individual stipulations of these General Terms and Conditions are invalid or become invalid that does not affect the validity of the remaining stipulations. En lieu for the invalid clause shall be included an appropriate stipulation that reflects the initial intents and economic interests of both parties.