

**General Conditions for Remote Support, Hotline support and  
HydroxOptimize Service as at 02.09.2024**

**1) Scope of Services:** The scope of services is defined in the separate technical specification.

**3) Customer's Obligations:** The customer grants the contractor the permission to access, utilize, analyze, and store the operational data from the power plant. Furthermore a VPN connection to the powerplant is granted for remote support.

**4) Duration/Termination:** The support contract is concluded for a period of one year and shall commence upon signature of both parties. It can be terminated in writing with a notice period of 6 calendar weeks before the end of a contract year. If the contract is not terminated in due time at the end of a contract year, it will be extended for another year. Each contract year begins with the conclusion (signature) of the contract and lasts for 12 months from that date. In the event of important reasons, such as default in payment despite two reminders, the Contractor is entitled to terminate the contract with immediate effect and suspend the services starting from the date of default. Any disadvantages and damages arising therefrom are solely borne by the customer.

**5) Remuneration:**

The remuneration for the support contract shall be invoiced in full before the start of the contract year and is due for payment within 14 days without deductions. Telephone or remote support services are additionally invoiced, if they exceed the maximum included hours defined in the technical specification, after they have been provided and are due for payment within 14 days without deductions. The agreed remuneration shall be indexed according to the Austrian Consumer Price Index (CPI) 2020, and the contractor is entitled to adjust the prices once per contract year in proportion to the change in the annual average of the CPI 2020 compared to the CPI 2020 for the penultimate year (year before the adjustment).

**6) Warranty**

The services are provided "as is," without any warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The customer acknowledges that the use of the services is at his own risk and that the contractor does not warrant that the services will be uninterrupted, timely, secure, or error-free.

**7) Liability:** Liability for claims arising from operational interruption damages, data and/or information losses, failure of data processing facilities, software damages, loss of profits, consequential damages, indirect and immaterial damages, as well as financial damages, is excluded. Reversal of the burden of proof for gross negligence is excluded. In total, the liability is limited to the amount of the subscription price. Claims for damages expire 6 months from the date of service provision by the contractor. These limitations of liability also apply in favor of the contractor's organs and auxiliary persons, especially subcontractors, employees, representatives.

**8) Copyright:** All copyrights related to the provision of services remain with the contractor.

**9) Confidentiality:** The contractor undertakes to use all information obtained from or about the customer's power plant only within the scope of this contract and to otherwise keep it confidential.

**10) Force Majeure:** Force majeure includes all unforeseeable events or those which, even if foreseeable, are beyond the control of the contracting parties and whose effects on the performance of the contract cannot be prevented by economically reasonable measures of the contracting parties, even if they occur at suppliers or subcontractors. This includes, among others, war, riot, strike, revolution, military or civil coup, epidemics or widespread diseases such as pandemics and the associated (protective) measures ordered by government authorities, fire, flood, storm, earthquake, lightning, power outage, labor disputes. If a case of force majeure occurs, the affected party must immediately inform the other party in writing. The affected party is not responsible for the resulting delay or impossibility of performance. The other party cannot derive or claim any claims from the delay or impossibility of performance. The agreed delivery and performance period is extended by the duration of the force majeure.

**11) Applicable Law and Jurisdiction:** For all disputes between the parties, substantive Austrian Law shall be applicable with the exclusion of the conflict of laws provisions. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (GISG) shall be excluded. The place of jurisdiction for any disputes shall be the Regional Court for Civil Matters (Landesgericht für Zivilrechtssachen) in Linz.

**12) Miscellaneous:** If individual provisions of this contract are wholly or partially invalid, the remaining provisions shall remain valid. Instead of the invalid provision, a valid provision shall be deemed agreed, which economically comes closest to the invalid provision. The same applies in the event of a gap. Supplementary agreements, changes, or supplements to the contract require written form. Oral side agreements do not exist.