

GENERAL TERMS AND CONDITIONS FOR SMART ASS ENERGY B.V.

PREAMBLE

- These General Conditions apply to all agreements under which Seller provides Software services to Customer, including access to the Smart Ass Energy Portal and any additional Software modules. Seller does not supply, install, maintain, or provide warranties for hardware equipment or other energy systems. Any interactions with such hardware occur solely through Seller's Software services.
- These General Conditions shall apply when the parties agree in writing or otherwise thereto. Any modifications of or deviations from them must be agreed in writing.

DEFINITIONS

- In these general terms and conditions and concluded agreements, the following terms are used in the following meaning, unless expressly stated otherwise:
 - "Seller"**: Smart Ass Energy B.V. registered in the trade register under number 98604392;
 - "Customer"**: the legal entity that enters into an agreement with Seller for access to the Portal and subsequent Software modules or related services, including any employees, representatives, or end users acting under its authority;
 - "License"**: the permission to use the Software of Seller and/or its suppliers without acquiring ownership rights;
 - "License Fee"**: the fee agreed between Seller and Customer for the use of the License;
 - "In Writing"**: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;
 - "Offer"**: any written proposal issued by Seller for the provision of Software or services;
 - "Order"**: any written request or purchase instruction issued by Customer and accepted by Seller;
 - "Portal"**: the online Portal provided by Seller through which Customer accesses the Software and manages its License(s);
 - "Software"**: all Software developed by or for Seller, including the backend and frontend components, the digital environment through which Customer accesses the Software, and any related applications provided by Seller;
 - "Subscription Term"**: the term for which a License is granted, as further described in the clause "Subscription Term and Termination".
 - "Operational Data"**: all data generated, collected, transmitted or made available through the Software or the connected energy assets, including measurement data, telemetry, configuration data, performance information, system logs, event data, forecast data, usage data, and any other technical or system-related data that does not constitute personal data.
 - "Gross Negligence"**: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission.

APPLICABILITY

- These general terms and conditions apply to all offers and orders made by the Seller, sales, deliveries, and concluded agreements relating to goods and services as described in the paragraph "Definitions" of these general terms and conditions.
- Deviating provisions must be expressly agreed in writing. They are deemed to supplement these conditions, insofar as they do not replace the provisions of these general terms and conditions.
- All offers remain valid for 30 days, unless the offer states otherwise.
- The agreement is concluded and becomes legally binding at the moment Customer completes a subscription to the Software through the Portal. By doing so, Customer expressly accepts the offer and agrees to the applicability of these General Terms and Conditions.
- Without permission from Seller, agreements, offers, orders and invoices may not be shared with a third party.
- These General Terms and Conditions are made available electronically on Seller's website at www.bigassbattery.com. Where Seller operates under different trade names or business labels, the applicable General Terms and Conditions are those published on the website in connection with the agreement concluded with Customer.
- These general terms and conditions also apply to directors, employees, agents and shareholders of Seller.

PRICE AND PAYMENT

- The prices used by Seller are in EURO and unless otherwise specified, exclusive of VAT.
- Payment must be made within the period mentioned on the relevant invoice. Seller has the right to require an advance payment on the invoice amount.
- Payment of the License Fee shall be made using one of the payment methods made available to Customer through the Portal. Automatic SEPA direct debit is the preferred payment method. By selecting SEPA direct debit via the Portal, Customer authorizes Seller, and its payment service provider, to collect all amounts due from the bank account designated by Customer. Alternative payment methods may be offered through the Portal at Seller's discretion. The availability of such methods, and any applicable administrative or transaction fees, are determined solely by the options presented in the Portal. No other payment methods apply.
- If a direct debit is reversed or cannot be executed, Customer shall remain fully liable for timely payment of all outstanding amounts. Seller is entitled to

charge Customer for any bank charges or administrative fees arising from failed direct debit attempts.

- Notwithstanding any other rights of suspension under these General Terms and Conditions, in the event of non-payment of any undisputed amount or a failed SEPA direct debit, Seller shall be entitled to suspend Customer's access to the Software after Customer has been notified in writing of such non-payment or failed direct debit and has been granted a reasonable and fair period of five (5) working days to remedy the default.
- Changes in purchase prices, wage and material costs, social and government charges, freight charges, insurance premiums, and other costs related to the agreed performance entitle Seller to change the price.
- Changes in the applicable rates for the License may occur annually. Seller sets this based on the CPI index plus a surcharge. Such indexation does not provide a basis for dissolution of the agreement. In addition to annual indexation, Seller may adjust prices for renewed Subscription Terms for commercial or operational reasons.
- If Seller implements a price change other than an indexation adjustment, Customer shall have the right to terminate the agreement in writing without penalty, notwithstanding the termination notice period set out in the clause "Subscription Term and Termination". Such termination right may be exercised within thirty (30) days after Customer has been notified of the applicable price change. Termination shall take effect at the end of the then-current Subscription Term, unless expressly agreed otherwise in writing.
- Seller reserves the right to suspend or not execute orders or agreements, or to discontinue them, if previous deliveries or services have not (timely) been paid for by Customer, or if Customer has not fulfilled other obligations or is at risk of non-fulfillment. Customer is obliged to pay Seller for any damages suffered as a result. Seller is not liable for any damages suffered by Customer due to non-execution of orders or services.
- If Customer fails or is in default in the (timely) fulfillment of its obligations, all reasonable costs to obtain fulfillment out of court will be borne by it. In case of non-(timely) fulfillment by Customer, Seller is entitled to statutory commercial interest and extrajudicial collection costs. The collection costs are set at 15% of the payment obligation of Customer with a minimum of 250 Euro.
- Customer is not authorized to deduct any amount from the License Fee due to a counterclaim. Customer is also not authorized to suspend compliance with their payment obligation in case of a complaint about the delivered Software, unless this is expressly agreed with suspension in exchange for security.

DELIVERY TIME

- The Seller will deliver the Software at an agreed time or immediately after the end of the delivery period, as specified in the order. If a delivery period has been agreed, it will commence on the date Seller has confirmed. The License is delivered as soon as Customer has activated the Software online.
- The agreed delivery time is never a fatal period, unless expressly agreed otherwise. In case of late delivery, Customer must give Seller notice of default and grant them a reasonable period to fulfill their obligations.
- The method and place of delivery of the Software will be determined in further consultation. Delivery of the License will in principle be digital.

WARRANTIES AND GUARANTEES

- With regard to the License:
 - With regard to the Software acquired under the License, Seller cannot guarantee that it will always operate flawlessly. Customer acknowledges that errors may occur when using the Software, for example caused by local environmental errors and/or incomplete data and/or incorrect configuration and/or incorrect interpretation. Customer uses the Software at its own risk.
 - Seller will make efforts to ensure the Software is accessible and operational.
 - Seller accepts no liability for claims arising from (not limited to): failures in internet connections, IT infrastructure, malfunctioning devices from other manufacturers, installation errors, incorrect settings, power supply, or incorrect or delayed actions by APIs of third parties and failure to update Software made available by Seller in a timely manner. It is not Seller's responsibility to check electrical diagrams, connections or technical parameters of Customer nor is Seller responsible for monitoring their installation.
 - Seller accepts no liability for claims that result from or are related to the data obtained through the Software, such as inability to interpret data correctly, the inability to process data, reduced data accuracy and/or loss of data.
 - Seller may add or remove functionalities for the Licensed Software at its discretion whenever deemed necessary.
- Seller always performs agreements on a best-efforts basis and not as an obligation to achieve a specific result.

CUSTOMER OBLIGATIONS

- Customer shall ensure that all information provided to Seller is accurate, complete, and up to date. Seller may rely on the correctness of such information for the performance of its obligations.
- Customer shall use the Software solely in accordance with applicable laws and regulations, the agreement, and instructions provided by Seller. Customer shall refrain from any unauthorized use, including attempts to access systems or data that fall outside the permitted use.
- Customer is responsible for maintaining adequate IT security measures, including secure passwords, access controls, and appropriate internal policies to prevent unauthorized access to the Software.
- Customer is responsible for the correct installation, configuration, and functioning of its own hardware, energy assets, network infrastructure, measuring equipment, and other devices integrated or connected with the Software. Seller bears no responsibility for such hardware.

31. Customer is responsible for the interpretation of data generated through the Software and for all operational decisions based thereon. Seller does not provide any guarantees regarding the suitability of such data for operational, financial, or safety-related decisions.
32. Customer shall take all reasonable measures to prevent misuse of the Software or use in a manner that may harm the integrity, security, or performance of Seller's systems.
33. If Customer fails to comply with any of the obligations set out in this clause, Seller shall be entitled to suspend Customer's access to the Software only after Customer has been notified thereof and has been granted a reasonable and fair period of five (5) working days to remedy such non-compliance. If Customer fails to take corrective measures within this five (5) working day period, Seller may suspend access to the Software in whole or in part, without further notice and without being liable for any damages. Customer remains fully liable for all fees and payment obligations under the agreement during any period of suspension.
34. If a malfunction or interruption of the Software or any related system cannot be resolved remotely, Customer shall ensure that Seller and its personnel are granted immediate and unhindered physical access to all relevant locations, equipment, installations, and supporting infrastructure necessary to diagnose and resolve the issue. Customer shall further ensure that a safe working environment is provided at all times, including compliance with applicable safety regulations, site access requirements, and any health and safety instructions indicated by Seller.

If Customer fails to grant such access or fails to provide a safe working environment, Seller shall not be obliged to continue troubleshooting activities and shall not be liable for any resulting delay, unavailability, malfunction, or damage. Customer shall remain fully liable for all associated costs and for any fees due under the agreement during such period of non-access.

DATA ACCESS AND DATA USE RIGHTS

35. Customer shall ensure that Seller has continuous, unrestricted and secure access to all Operational Data generated, collected or made available through the Software, including but not limited to measurement data, telemetry, configuration data, performance information, system logs and any other data produced by the connected energy assets. Customer shall not take any action that restricts or interferes with Seller's access to such data.
36. Seller is granted the irrevocable, worldwide, royalty-free right to collect, store, analyze, copy, aggregate, anonymize and otherwise process Operational Data for the purpose of providing, maintaining and improving the Software, for service optimization, diagnostics, analytics, product development, and for improving the performance and safety of Seller's systems.
37. Seller may generate insights, models, statistics, algorithms and other derived data from Operational Data. All such derived data and any improvements to the Software or services based on Operational Data shall be the exclusive property of Seller.
38. To the extent Operational Data qualifies as personal data, Seller will process such data in accordance with its Privacy Statement and applicable data protection laws. Nothing in this clause shall be interpreted as granting Customer any rights to any derived data or analytics created by Seller.
39. If Customer restricts access to Operational Data or disrupts the data flow necessary for the proper operation of the Software, Seller shall not be responsible for any resulting malfunction, delay or performance limitations. Customer shall remain fully liable for all fees and obligations under the agreement during such period.

PORTAL-BASED MODIFICATIONS AND CHANGES TO THE LICENSE

40. Customer may request upgrades, downgrades, or additions to its License through the online Portal made available by Seller. Such modifications are binding upon confirmation by Seller or automated confirmation via the Portal.
41. Unless expressly stated otherwise, upgrades shall take effect immediately and Seller shall invoice Customer on a pro-rata basis for the remainder of the then-current Subscription Term. Any amounts already paid by Customer for the remainder of the current Subscription Term shall be settled against the pro-rata fees resulting from the upgrade. An upgrade automatically results in a new Subscription Term of twelve (12) months commencing on the date the upgrade takes effect. Downgrades shall take effect at the start of the next Subscription Term unless expressly agreed otherwise in Writing.
42. Customer may at any time change its billing frequency from monthly to annual payment via the Portal. In such case, the applicable annual payment discount offered by Seller at the time of the change shall apply as of the date the change takes effect. A change from monthly to annual payment automatically results in a new Subscription Term of twelve (12) months commencing on the date the change takes effect.

Customer may change its billing frequency from annual to monthly payment, provided that such request is submitted within a reasonable period prior to the end of the then-current Subscription Term. Such change shall take effect only upon expiry of the then-current Subscription Term. As of that date, a new Subscription Term of twelve (12) months shall commence, during which the License Fees shall be charged and payable on a monthly basis. Any annual payment discount shall cease to apply as of the start of the new Subscription Term.

Any amounts already paid for the remainder of the then-current Subscription Term shall, where applicable, be settled against the fees resulting from the new billing frequency.

43. Seller reserves the right to modify, update, or discontinue functionalities or modules of the Software, provided such modifications do not materially reduce the core functionality of the Software. Seller will notify Customer in Writing where reasonably required in view of the impact on Customer's use of the Software.
44. Seller may introduce new modules or functionalities subject to additional fees. These will only apply to Customer if Customer activates or purchases such modules through the Portal.

LIABILITY

45. If one of the parties fails to fulfill one or more of its obligations under this agreement and/or further agreement, the other party shall give notice of default in Writing, unless fulfillment of the obligations concerned has become permanently impossible, in which case the defaulting party is immediately in default. The notice of default will be in Writing, whereby the defaulting party will be given a reasonable period to still comply, which period shall not be less than two weeks. This period shall be the final deadline.
46. In the event of an attributable shortcoming, Seller is obliged to still fulfill its contractual obligations. Any liability is limited to what is set out in this Liability section.
47. The limitations and exclusions of liability set out in this clause apply regardless of whether any insurance coverage exists, is applicable, or pays out.
48. If for any reason Seller cannot invoke the limitations of liability set out in this Clause, and/or if the insurance taken out by Seller does not pay out, the obligation to pay any amount whatever shall be limited to a maximum of the invoiced amounts in the year of the damaging event to Customer for the specific License to which the complaint relates (excluding VAT), increased by 15%. Note that in case Customer holds multiple Licenses, only the invoice value of the specific License being claimed applies.
49. Customer acknowledges that it may independently modify settings, configurations, parameters, or inputs within the Software or connected systems. Customer remains fully responsible for any consequences thereof. Seller shall not be liable for any damage, loss, or malfunction resulting from incorrect, incomplete, or improper input, configuration, or use by Customer.
50. Seller can moreover only be liable for direct damage suffered by Customer itself. Liability for indirect damage, damage suffered by parties other than Customer, damage due to force majeure, and for any non-pecuniary loss is expressly excluded.
51. Direct damage means solely the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage under these conditions, reasonable costs incurred to have the Software made available by Seller comply with the agreement, to the extent they can be attributed to Seller, as well as reasonable costs to prevent or limit direct damages as intended in these general terms and conditions.
52. Seller shall not be liable for any form of professional, advisory or informational liability, including but not limited to: stagnation damage, (production) loss, energy costs, feed-in costs, network charges or compensation, missed offsetting, missed savings, lost profits, fines, taxes, levies, missed tax advantages, and missed subsidies. All other economic or financial losses qualify as indirect damage unless expressly stated otherwise herein.
53. Customer indemnifies Seller against claims from third parties, on any grounds, who in connection with the execution of the agreement between Seller and Customer suffer damage whose cause cannot be attributed to Seller.
54. The above limitations of liability of Seller shall only lapse in the case of intent or Gross Negligence on the part of Seller. For the avoidance of doubt, incorrect, incomplete or delayed data output, system unavailability or any malfunction of the Software or connected systems shall never in itself constitute Gross Negligence.
55. Any claim for compensation or other contractual remedies due to (a breach of) these general terms and conditions and/or other agreements between parties expires if and as soon as one (1) month has passed since Customer complained to Seller about it. This is a contractual expiration period.
56. All limitations and exclusions of liability in this Clause apply equally to acts or omissions of Seller's personnel, contractors, agents and representatives.

TRANSFER OF OWNERSHIP AND RISK

58. Subject to the paragraphs "Applicability" and "Delivery Time" of this Clause, Customer obtains the non-exclusive and non-transferable right to use the Software (the "License") upon delivery, being the moment the Software is made available for access by Seller. No transfer of ownership takes place at any time.
59. Seller retains all intellectual property rights and all other rights related to the Software. The License is granted only after Customer has fulfilled all applicable payment obligations for the Software, including any subscription fees or additional charges. Until full payment is received, Seller may suspend access to the Software.
60. Customer is not permitted to sell, assign, sublicense, pledge, or otherwise grant any third party any rights to the Software, except where expressly permitted in writing by Seller. Customer shall take all reasonable measures to prevent unauthorized access to, or use of, the Software.
61. If Seller has justified doubts about Customer's ability to meet its payment obligations, Seller may postpone activation or further provision of the Software until adequate security for payment has been provided. Customer is liable for any damage resulting from the delay.

SUBSCRIPTION TERM AND TERMINATION

62. Unless expressly agreed otherwise in Writing, all Licenses to the Software are granted for a fixed initial term of twelve (12) months (the "Subscription Term"). The Subscription Term commences on the date the Software is made available to Customer.
63. Upon expiry of the initial Subscription Term, the agreement shall be automatically renewed for consecutive periods of twelve (12) months each, unless Customer terminates the agreement in Writing no later than one (1) month prior to the end of the then-current Subscription Term.
64. Indexation of the License Fee based on inflation shall occur annually in accordance with Clause "Price and Payment" and does not require prior Written notification. Any other price changes, including adjustments for commercial or operational reasons, shall apply only upon renewal of the

Subscription Term. Seller shall notify Customer of such non-indexation price changes In Writing at least thirty (30) days prior to the commencement of the renewed Subscription Term.

65. If Customer terminates the agreement during the Subscription Term, Customer shall not be entitled to any refund of License Fees or other amounts already paid or payable for the ongoing Subscription Term.
66. Termination by Customer does not relieve Customer of any payment obligations that have already arisen or that relate to the ongoing Subscription Term.
67. Upon termination of the agreement taking effect at the end of the applicable Subscription Term, Customer's right to use the Software shall expire as of that date. Seller shall be entitled to deactivate Customer's access to the Software as of the effective termination date, without further notice and without being liable for any damages.
68. Provisions which by their nature are intended to continue after termination of the agreement shall remain in effect, including but not limited to provisions concerning liability, intellectual property, and disputes.

FORCE MAJEUR

69. Force majeure means any circumstance beyond the reasonable control of Seller that prevents Seller from fulfilling its obligations under the agreement. Such circumstances include, without limitation: natural disasters, extreme weather conditions, fire, flooding, explosions, acts of war, terrorism, riots, strikes, lockouts, pandemics, government measures, failures or delays of suppliers, and defects in materials, components or systems supplied to Seller.
70. Force majeure shall also include disruptions, failures or unavailability of third-party telecommunications networks, mobile data networks, internet connectivity, cloud services, APIs, or other communication infrastructures required for the operation of the Software, as well as failures or prolonged outages of the electricity grid, energy infrastructure, or other external systems of Customer or third parties on which the Software or connected assets rely. This includes, without limitation, interruptions in mobile data services, network congestion, routing failures, grid disturbances, voltage drops, full or partial power outages, or any situation in which Customer's systems or connected assets cannot operate due to circumstances outside the reasonable control of Seller. Such circumstances qualify as force majeure irrespective of whether such dependencies form part of Seller's normal business operations.
71. Seller is not obliged to meet any obligation towards Customer if hindered as a result of a circumstance not attributable to its fault, nor by law, legal act or generally accepted practices on its account. Seller may invoke force majeure even if the circumstance preventing (further) compliance occurs after Seller should have performed its obligation.
72. Seller may suspend its obligations under the agreement for the duration of the force majeure event. If the force majeure situation affecting Seller persists for more than two (2) months, Seller shall be entitled to terminate the agreement In Writing without any obligation to pay damages or provide refunds.
73. Force majeure on the part of Customer shall not release Customer from its payment obligations and shall not entitle Customer to suspend, terminate, or dissolve the agreement, nor to claim any form of compensation.

TERMINATION FOR SPECIAL CIRCUMSTANCES

74. Seller is entitled to terminate the agreement with immediate effect, without prior notice of default and without being liable for any damages, if:
 - a. Customer materially breaches the agreement and fails to remedy such breach within a reasonable period after Written notice;
 - b. Customer uses the Software unlawfully or in a manner that threatens the integrity, security, or continuity of Seller's systems;
 - c. Customer becomes insolvent, applies for suspension of payments, or is declared bankrupt;
 - d. Customer misuses the Software or provides unauthorized third parties access to the Software;
 - e. continuation of the agreement is reasonably deemed impossible due to safety risks, regulatory restrictions, or changes in applicable laws.
75. Seller may suspend Customer's access to the Software with immediate effect, without prior notice, if circumstances arise that justify immediate termination as described above or otherwise require urgent intervention.
76. In the event of termination under this Clause, all outstanding amounts become immediately due and payable.
77. Customer is not entitled to any refund of amounts already paid or payable for the ongoing Subscription Term.
78. Seller shall not be liable for any damages or costs arising from termination under this Clause.
79. Termination under this Clause does not affect Seller's right to claim damages.
80. Seller shall inform Customer In Writing of any termination under this Clause, stating the grounds therefor.

UNFORSEEN CIRCUMSTANCES

81. In the event of unforeseen circumstances at one of the parties, which are so serious that the other party, in view of the requirements of reasonableness and fairness, cannot expect the concluded agreement to remain unaltered, one party will inform the other in writing regarding the unforeseen circumstances and the parties will consult about changing the agreement or wholly or partially dissolving the agreement.
82. If the parties are unable to agree on amendment or dissolution within 10 working days after notification In Writing of the circumstances in question, either party may go to the competent court under this agreement to request amendment of the agreement between the parties.

COMMUNICATION

83. Communications between parties should be as much as possible in Writing.

84. Notices under the clause "Warranties and Guarantees" and all other service-related questions or requests must be submitted through the support or ticketing system made available by Seller from time to time.
85. Seller is available on working days between 9:00 and 16:00. The target is always to respond within two working days upon receipt of a message, complaint or service request. This is not a guaranteed solution period, but an initial response period.

PERSONAL DATA AND DATA PROCESSING

86. In the context of the performance of the Agreement, Seller may process personal data on behalf of Customer. For the purposes of applicable data protection legislation, including the General Data Protection Regulation (GDPR), Customer qualifies as the data controller and Seller as the data processor.
87. To the extent Seller processes personal data on behalf of Customer, the parties shall be bound by a Data Processing Agreement ("DPA"), which forms an integral part of the Agreement.
88. The DPA sets out the subject matter, duration, nature and purpose of the processing, the types of personal data, the categories of data subjects, and the respective rights and obligations of the parties.
89. In the event of any inconsistency between the provisions of the DPA and these General Terms and Conditions, the provisions of the DPA shall prevail with respect to the processing of personal data.
90. Seller shall process personal data in accordance with the DPA, these General Terms and Conditions, its Privacy Statement and applicable data protection laws and regulations.

DISPUTES AND APPLICABLE LAW

91. All agreements and disputes arising therefrom are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
92. Any dispute arising between the parties shall be submitted exclusively to the competent court of the District Court of Oost-Brabant, the Netherlands.
93. A dispute shall be deemed to exist as soon as one party has notified the other party In Writing of the dispute, stating the substantive grounds thereof.

FINAL PROVISION

If and to the extent that any part or provision in these general terms and conditions or further agreements between parties proves to be in conflict with a binding provision of national or international law, it will be regarded as not agreed and these general terms and any further agreements between parties will otherwise remain binding. The parties will then consult to draft a new provision that best matches the intentions of the parties.