

USER CONTRACT

(Offer to conclude a contract of use)

concluded between

AEROCOMPACT Services GmbH
Gewerbestraße 14
6822 Satteins
(hereinafter referred to as "AEROCOMPACT")

and

Company name _____
Company address _____
Zip code City _____
Land _____

(hereinafter referred to as "Customer")

as follows:

PREAMBLE

AEROCOMPACT specializes in the design, manufacture and distribution of aerodynamically optimized substructures for mounting photovoltaic modules – taking into account all static requirements, wind and snow loads as well as the highest industry standards and norms. AEROCOMPACT provides its customers paid access to the digital platform AEROTOOL, which it operates. The AEROTOOL digital platform is used for fast, intuitive and simple planning of solar installations.

1. SUBJECT OF THE CONTRACT

- 1.1. AEROCOMPACT provides its client with the use of the digital platform AEROTOOL for the duration of this contract against payment of an annual fee.
- 1.2. Upon conclusion of the contract, the client will receive a corresponding number of access authorizations for the agreed number of users. The respective access authorization is created with a user name and a corresponding password by the contracting party in order to use the program on the website of AEROCOMPACT, currently at www.aerocompact.com/aerotoool, in the intended manner. AEROCOMPACT is entitled to change the address of the website.
- 1.3. The source code of the AEROTOOL is not part of the subject matter of the contract.

2. SCOPE OF USE

- 2.1. The customer acquires the nonexclusive right, limited in time to the duration of this contract, to use the AEROTOOL digital platform for the purposes of his company.
- 2.2. The customer is only authorized to use the AEROTOOL digital platform within the company.
- 2.3. The transfer of the access authorization for use by third parties or the making available to third parties in any other way, for example by way of rental, is not permitted.
- 2.4. The customer is prohibited from passing on (distributing) the access authorization to third parties against payment and/or free of charge.

3. CHARGE

- 3.1. The annual fee for the use of the digital platform AEROTOOL is a flat rate of EUR 600.00 plus VAT.
- 3.2. The fee shall be paid to AEROCOMPACT at the end of each year, irrespective of any advance stipulation issued by AEROCOMPACT.
- 3.3. If the contract begins or ends during the current year, the fee is owed on a pro rata basis.
- 3.4. The right of the customer to setoff is excluded.

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4. CREDIT OPTION

- 4.1. AEROCOMPACT will provide the customer with a credit note for the annual usage fee if the customer can prove that he has purchased goods worth EUR 20.000 per license from AEROCOMPACT in the previous year.
- 4.2. If the contract begins during the current year, the value shall be calculated on a pro rata basis.

5. RUNTIME/RESOLUTION

- 5.1. The contract is concluded for an indefinite period. It shall commence upon conclusion of this contract.
- 5.2. The contract may be terminated in writing by either contracting party with 3 months' notice to the last day of the month.
- 5.3. The parties are free to terminate the contract immediately for good cause. Good cause for the immediate termination of this contract exists for AEROCOMPACT in particular if
 - insolvency proceedings are opened against the customer's assets or the opening of insolvency proceedings is not effected due to lack of assets,
 - the customer does not fulfil his payment obligation from this contractual relationship despite a reminder under threat of termination of the contract or
 - otherwise commits a breach of contractual or legal obligations which makes it impossible for AEROCOMPACT to continue the contract.

6. WARRANTY AND LIABILITY

- 6.1. AEROCOMPACT guarantees the functionality of the AEROTOOL digital platform for the duration of this contract.
- 6.2. AEROCOMPACT is entitled to remedy defects in the AEROTOOL digital platform. Within the scope of the rectification of defects, temporary restrictions of use up to a shortterm loss of use is permissible.
- 6.3. The liability of AEROCOMPACT for any damage caused by the use of the software is limited to the amount of the annual usage fee.
- 6.4. In particular, AEROCOMPACT's liability is excluded if the loss of use occurs due to a circumstance unavoidable by AEROCOMPACT; this could be an unforeseeable and unpreventable operational disruption, blackout events or other unforeseeable and unavoidable impediments.
- 6.5. Any liability of AEROCOMPACT is limited to cases of gross negligence and intent.
- 6.6. AEROCOMPACT is not liable for the correctness of the entries made by the customer on the digital interface of the AEROTOOL. The customer is obliged to check the correctness of the entries made by him. If, due to incorrect information provided by the client, AEROTOOL issues an evaluation (project report) which is unsuitable for the actual implementation of a project, the client shall have no claims against AEROCOMPACT and the client undertakes to indemnify and hold AEROCOMPACT harmless against third parties.

7. PLACE OF PERFORMANCE, APPLICABLE LAW AND JURISDICTION

- 7.1. The place of performance for all obligations arising from or in connection with this contract shall be the registered office of AEROCOMPACT.
- 7.2. All disputes arising out of or in connection with this Agreement, including disputes concerning the existence or nonexistence of this Agreement, shall be subject to the exclusive jurisdiction of the courts located at AEROCOMPACT's principal place of business.
- 7.3. The contract shall be governed exclusively by the laws of the Republic of Austria to the exclusion of the UN Convention on Contracts for the International Sale of Goods and other conflict of laws provisions.

8. VALIDITY OF THE GTC

- 8.1. It is agreed that the General Terms and Conditions of AEROCOMPACT shall apply to this contract.
- 8.2. Any general terms and conditions of the customer shall not become part of the contract.
- 8.3. Should any provisions of this contract contradict individual or several provisions of the General Terms and Conditions of AEROCOMPACT, this contract shall take precedence over the General Terms and Conditions.
- 8.4. By entering into this contract, the client confirms that he/she is aware of the contents of the General Terms and Conditions of AEROCOMPACT.

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9. DATA PROTECTION

- 9.1. By signing, the client confirms that he/she is aware of AEROCOMPACT's privacy policy, which was sent with the offer and which contains all the necessary information regarding the processing of data and the rights and obligations associated with it.
- 9.2. When using the AEROTOOL, the customer will also enter data of his customers into the digital interface. The customer undertakes to comply with the data protection regulations by means of a separate agreement. The customer shall indemnify and hold AEROCOMPACT harmless against claims by third parties in this respect.

10. ACCEPTANCE AND TIME LIMIT OF THE OFFER

- 10.1. This contract of use is transmitted to the client in the form of an offer signed by AEROCOMPACT. The acceptance of this offer and thus the conclusion of the contract of use is effected by countersignature by the customer and transmission of the countersigned agreement to AEROCOMPACT.

11. FINAL PROVISIONS

- 11.1. No oral or written ancillary agreements exist in addition to this contract. Any written or oral agreements made prior to the conclusion of this contract which are in contradiction to this contract shall lose their validity upon conclusion of the contract.
- 11.2. Amendments to this agreement must be made in writing. This also applies to any waiver of this formal requirement.
- 11.3. The contracting parties shall be obliged to notify the other contracting party of any change of address without delay, failing which notices sent to the address last notified in writing shall be deemed to have been received with legal effect.
- 11.4. Should individual provisions of this agreement be invalid in whole or in part, the remaining provisions shall remain valid. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes closest in economic terms to the invalid provision. The same shall apply in the event of a contractual loophole.

Please sign and send to support@aerocompact.com

Signature Customer

Signiert von:	Christian Ganahl
Datum:	15.03.2023 16:11:54
 Dieses Dokument ist digital signiert! Dieses mit einer qualifizierten elektronischen Signatur versehene Dokument hat gemäß Art. 25 Abs. 2 der Verordnung (EU) Nr. 910/2014 vom 23. Juli 2014 ("eIDAS-V") die gleiche Rechtswirkung wie ein handschriftlich unterschriebenes Dokument. <small>Prüfinformation: Informationen zur Prüfung der elektronischen Signatur finden Sie unter: www.a-trust.at/pdf</small>	

Signature Christian Ganahl,
Managing Director AEROCOMPACT Services GmbH

Signiert von:	Karl Edinger
Datum:	15.03.2023 17:38:56
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