

SPACEWELL PLATFORM GENERAL TERMS AND CONDITIONS

1. Definitions

"Client" means the entity/entities that have a subscription to the Service.

"Client Data" means any data, information or material that Client has transmitted or uploaded to the Service (or that Spacewell collects on the Client's behalf) in the course of using the Service.

"Content" means the audio-visual information, documents, software, applications, products and Spacewell Services included in or made available to the Client during the use of the Service.

"Spacewell Technology" means all the technologies owned by Spacewell (among which are included software, hardware, products, processes, algorithms, user interfaces, knowledge and procedure, techniques, designs and other tangible or intangible technical materials or information) made available to the Client when providing the Service.

"Fees" means the amount specified in the applicable Service Proposal for the Client's Subscription or any subsequent renewal, for the specified number of users, if any, and for other Spacewell services included in the Service Proposal.

"Intellectual and Industrial Property Rights" means unpatented inventions, patent applications, patents, logotype rights, author rights or copyright, trademarks, service marks, trade names, domain name rights, design rights, rights of creation and other rights of commercial secrets as well as all other intellectual and industrial property rights derived from these and all the forms of protection of a similar nature in any part of the world.

"Service Proposal" means **(a)** one or more service proposals, order forms, statements of work or similar transaction documents mutually agreed with the Client in respect of the Service and Spacewell's services associated therewith, and **(b)** any renewal, or written extension of a Service Proposal. It shall also refer to the Economic and Commercial Conditions set out in Annex II.

"Service" means the online application of the Spacewell Platform (previously called DEXCell ENERGY MANAGER), including the Spacewell services agreed upon, as well as secondary online or offline products and Services that Spacewell offers to the Client and to which the Client can have access under this Agreement, including Spacewell Technology and the Contents. The Service is offered in various editions and packages that may differ considerably in functionalities.

"Subscription" means the authorised access to and use of the Service and other rights set out in the Services Proposal and herein, provided to the Client during the term of this Agreement.

"Users" means employees or self-employed personnel of the Client or its professional technology or energy service providers who are authorised to access the Service for the Client.

2. License Grant and Conditions

2.1. Subject to compliance with the terms of this Agreement, Client is granted a worldwide, non-transferable, non-exclusive right to access and use the Service, for its internal use, subject to the conditions set forth herein, including the terms of the current and future Service Proposals.

2.2. Support for the Service is provided under the terms of the SLA set out in Annex III of this document.

2.3. The Client may not access the Service for competitive or benchmarking purposes. In the event of the above, the Client's access may be revoked or renewal may be refused without refund in any case.

2.4. As a condition of this Agreement, Client may not (i) license, sublicense, sell, resell, transfer, assign, distribute or make available to third parties, or commercially exploit with third parties the Service or Content, in whole or in part; (ii) modify or make derivative works based on or based upon the Service or Content; (iii) create Internet "links" to the Service or "mirror" or "duplicate" the Service or Content on or through any server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in any way to (a) create a competing product,

software or service, (b) create a software, product or service that uses similar ideas, features, functions or graphics as the Service, or (c) copy any ideas, features, functions or graphics from the software, product or Service, (d) attempt to modify the Spacewell Technology, or (e) access Spacewell or any other Client's data.

2.5. In addition, Client shall not, and shall ensure that its Authorised Users do not, through the Service, (i) send or store material that contains software containing viruses, worms, Trojan horses or harmful computer code, scripts, agents or programs; (ii) interfere with or affect the integrity or performance of the Service, the Spacewell Technology or the data contained therein; or (iii) attempt to gain unauthorised access to the Service or the Spacewell Technology.

3. Client obligations and responsibilities

3.1. The Client is responsible for all activities carried out in its Client account, and must comply with all applicable local, state-wide, national or international laws, treaties and regulations related to the use of the Service, including, without limitation, uses related with data privacy, international communications and transmission of technical or personal data.

3.2. The Client must: (i) keep complete, accurate and updated information on Client account at all times, Spacewell will not be responsible for errors or delays arising from incomplete, inaccurate or outdated information; (ii) keep access codes confidential and notify us immediately of any unauthorized use of passwords or accounts or any other breach of security that is known or suspected; (iii) inform us immediately and do everything possible in order to stop immediately any unauthorised copy or distribution or use of the Service of which the Client or its authorised internal end-users become aware or suspect; and (iv) not pretend to be another user of the Service or offer information or false identity to obtain access to or use of the Service.

3.3. User accounts cannot be shared or used by more than one user, but they can be reassigned at a given moment to new users that replace previous users that have finished their work or changed the state or function of work and will not keep on using the Service. Additional users may be added for a fee during the Term and shall terminate on the same date as the pre-existing subscriptions.

3.4. The Client agrees that the Subscription is neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by Spacewell regarding future functionality or features. The Client acknowledges that transmission of data through the Internet is relative, since they circulate on heterogeneous networks whose characteristics and technical capacities are diverse, which are from time to time overloaded and/or may be subject to dysfunctions, rerouting, or security breaches. Use of the Services is in this respect made at Client's own risk and under Client's sole responsibility.

4. Price and payment of Fees

4.1. For the Services provided under this Agreement, the Client agrees to pay the Fees identified in the Service Proposal. The Fees are non-cancellable and non-refundable, except as otherwise set forth in this Agreement, and are stated without applicable tax or withholding.

4.2. Unless otherwise specified in the Service Proposal, fees are due on the date of signature of the relevant Service Proposal or, failing that, on the date of signature of this Agreement, and are due in the currency stated therein. Overdue amounts are subject to interest at the rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is lower.

4.3. Upon annual renewal, Spacewell may change the Fees applicable to the Services provided that the Client is given at least 60 days prior written notice of the renewal date. The new price shall apply from the date of renewal of the Agreement if the Client does not waive the automatic extension by giving the notice provided for in clause 6 below. In any case, at any renewal the price may be updated to the CPI (Spain) without notice as long as the CPI is above 0 points.

4.4. The Fees are exclusive of any taxes that may be applicable, including, without limitation, VAT or equivalent sales tax, such taxes being the responsibility of the Client.

4.5. The right to use the Service may be suspended or terminated if payment is overdue or cannot be made for any reason. In the event of termination, the Client must pay all pending balances of its account, calculated according to the previous section, and any accrued interest.

5. Client Data

5.1. The Client is solely responsible for the accuracy, quality, completeness, reliability, suitability and proprietary rights of all Client Data uploaded or transmitted on Client's behalf on the Service, and neither Spacewell nor its suppliers shall be liable for its deletion, correction, destruction, damage, loss or errors arising during the storage of Client Data, which is merely a copy thereof.

5.2. The Client declares that the Client Data and, the processing of the Client Data in the Service does not violate, infringe or misappropriate the rights of third parties.

5.3. Client Data may be deleted and/or blocked if the Client fails to comply with any of its obligations or breaches any of the terms of this Agreement, including, without limitation, the obligation to pay the Fees.

5.4. For the purposes of maintenance, statistics and for the development, improvement and provision of Spacewell's products and services, Client Data may be recorded, stored and processed on a random and anonymous basis by Spacewell.

6. Term and Termination

6.1. The term of this Agreement is set out in the Service Proposal, unless terminated earlier by either Party, and is automatically renewed after the initial term for successive periods of the same duration as the initial term, unless the Client waives the extension in writing at least 30 days prior to the expiration of the current term.

6.2. Client may terminate this Agreement or reduce the number of metering devices or sites, effective only upon expiration of the then current license period, by giving Spacewell at least ten thirty (30) days' written notice prior to the billing date of the next billing period.

6.3. This Agreement may be terminated if either party is in material breach of this Agreement for any reason (including, without limitation, non-payment of outstanding Fees) and such breach has not been cured, if curable, within fifteen (15) days after notice of the breach by the non-breaching party, then the non-breaching party may terminate this Agreement by written notice with immediate effect.

6.4. In the event of termination of this Agreement for breach by Client, unless otherwise agreed in writing with Spacewell, all rights of Client to access or use the Service and Client Data shall immediately terminate and Spacewell shall not be obligated to retain or send any data to Client. Otherwise, all data will be made available to the Client for a period of 30 days after termination.

6.5. Upon termination of this Agreement, Spacewell shall discontinue providing the Service and Client shall immediately pay the outstanding Fees. Termination is not an exclusive remedy and all other remedies provided by law remain available after termination.

6.6. Clauses 6 to 12 survive termination of this Agreement.

7. Privacy / Data Protection

7.1. In accordance with the General Data Protection Regulation 679/2016, and the Spanish Organic Law on Data Protection 3/2018, Spacewell will process the personal data of the commercial and technical contact persons and Users of the Client (name, surname, position, email address and telephone) and Service authentication and provision data (username and log-on, IP address, Platform activity) collectively "*Client Personal Data*" as a Data Controller, in order to perform this Agreement for and providing the Service. This Client Personal Data will not be shared with any third party except the Spacewell's service providers (as data processors), with whom it has contracts for data processing according to the applicable regulations, and with potential investor's or buyer's advisors during a due diligence analysis in the context of a M&A operation involving Spacewell. Spacewell will keep the mentioned data for the duration of the contract and, stored under lock, for 6 years after its termination, for tax, administrative and legal purposes.

7.2. The Client agrees to inform the mentioned persons of the possibility of exercising their rights of access, rectification, erasure and object, limitation and restriction of processing in the terms established by the current legislation, by writing to Spacewell at legal.energy@spacewell.com. They may, if they so wish, also file a complaint, if any, with the Spanish supervisory authority (Agencia Española de Protección de Datos). The Client declares that the data of the aforementioned persons are correct and updated and undertakes to communicate the provisions of this clause to the aforementioned persons.

7.3. If, during the performance of the Agreement, Spacewell has access to other personal data under the responsibility and on behalf of the Client, a Data Processing Addendum will be signed.

8. Warranties

8.1. Subject to the terms of this Agreement, Spacewell will use commercially reasonable efforts to provide Client with access to the Service pursuant to the Service Proposal. The Service will be provided in accordance with the general industry standards applicable to this technology and the service levels indicated in the SLA in Annex III.

8.2. As Client's sole remedy and Spacewell's sole liability for breach of the foregoing warranty, Spacewell will remedy, in accordance with the terms of the SLA in Schedule III at no additional cost to Client, any incident reported by Client, provided that notice is given within two (2) days of becoming aware of the incident. This clause 8.2 shall not apply where the Client or any third party makes any modification to the Service or the Spacewell Technology.

8.3. The limited warranties provided by Spacewell in this Clause do not cover: (a) any part of the Service or Spacewell Technology that has been subjected to misuse, tampering, experimentation, alteration or negligence by the Client or any third party on the Client's behalf; (b) problems arising from the Client's network connections or caused by the Internet; (c) damage arising from force majeure, including failures caused by the Internet; (d) any other damage caused by force majeure, including failures due to power surges; (e) any other damage caused by the Client or any third party on the Client's behalf; (d) any other material or services provided by anyone other than Spacewell, where applicable; and (e) repairs to the Service or Spacewell Technology by or under the control of anyone other than Spacewell.

8.4. Other than expressly stated in this clause, to the maximum extent permitted by applicable law, the Service is provided "as is" and all other implicit or explicit conditions, representations and warranties, whether legal or of any other kind, including without limitation warranty of merchantability, satisfactory quality, or fitness for a particular purpose, are disclaimed.

8.5. Spacewell does not warrant that the Service will be uninterrupted or error-free, nor does Spacewell guarantee the results that may be obtained from the use of the Service or the accuracy, reliability or content of any information or services included in or provided through the Service. Client agrees not to hold Spacewell liable for the loss of any Client Data processed on the Service. **Liability**

9. Liability

9.1. To the maximum extent permitted by applicable law, in no event shall Spacewell, its suppliers and licensors, and/or its subsidiaries, affiliates, directors, employees, legal representatives and agents, be liable for any indirect damages or lost profits (including without limitation loss of data, revenue, profits, use or other economic advantage) arising out of or in any way connected with this Agreement, arising out of or in connection with this Service, including those arising out of or in connection with the use of or inability to use the Service, or due to any Content obtained through the Service, or any interruption, inaccuracy, error or omission, however caused, including those arising out of the use of or inability to use the Service, or due to any Content obtained through the Service, or any interruption, inaccuracy, error or omission, however caused, including without limitation, damages for loss of goodwill, work stoppage, loss of profits, loss of data, computer failure or any other commercial loss or damage.

9.2. For all events and circumstances, Spacewell's or its suppliers' maximum liability for any claim hereunder shall be limited to direct damages and shall not exceed the amounts actually

paid by Client for the portion of the Service giving rise to any liability during the last twelve (12) months immediately preceding the filing of the relevant claim.

10. Indemnity

10.1. Each Party agrees to indemnify and hold the other Party, its suppliers and any of its parents and affiliates, boards of directors, officers, employees, legal representatives and agents, harmless from any claims, costs, damages, losses, liabilities and fees (including legal costs) arising from (i) a claim by a third party that the use of the Service or any Client Data, respectively, infringes such third party's rights or has caused damage to a third party; (ii) a third party claim that, if true, evidences a breach of the Indemnifying Party's representations or obligations under this Agreement; or (iii) a claim by a third party arising out of a breach of this Agreement by that Party; provided that, in all of the foregoing cases, the indemnified party (a) gives prompt written notice of the claim to the indemnifying party; (b) gives it sole control of the defence and settlement of the claim (provided that it does not settle or defend any claim unless it unconditionally releases such parties from all liability and such settlement does not affect them or the Service); (c) provides the other party with all reasonable information and assistance; and (d) has not already settled such claim prior to notifying the indemnifying party.

11. Confidentiality

11.1. Each Party agrees to maintain the confidentiality of any proprietary information of the other Party (including, without limitation, non-public trade secrets, information privileged or subject to any rights of the Disclosing Party, ideas, works, know-how, processes and any other information or data relating to the Disclosing Party's products and services, its business and contractual relationships, and in particular Client Data) ("Confidential Information") received from that other Party during the term of this Agreement and for one year after its termination.

11.2. Each Party agrees not to use such Confidential Information of the other Party for any purpose except as necessary to carry out its obligations and exercise its rights under this Agreement. Unless required by the competent administrative authority or a court of law, neither Party shall disclose the Confidential information of the other Party to any third party.

12. Intellectual and Industrial Property

12.1. Spacewell and its licensors hold all rights, title and interests, including without limitation all intellectual and industrial Property Rights in the Service, including without limitation the Spacewell Technology, Contents, Apps, the Service user interface, as well as of any suggestion, idea, request for improvement, comment, recommendation or any other information that has been offered by the Client or any other party related with the Service. All rights that are not expressly granted remain reserved to Spacewell.

12.2. This Agreement does not imply the sale of any product and does not confer upon Client any proprietary rights in the Service, including, without limitation, the Technology or any Intellectual Property Rights therein held by Spacewell and its licensors, distributors and other business partners.

12.3. The Client is the owner of the Client Data and of the data and reports that are processed and/or produced in the Service for the Client. The Client may reproduce, transform and use in any way and for perpetuity this data and reports resulting from the use of the Service.

13. Other

13.1. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement has for only parties Spacewell Spain, S.L.U. and the Client.

13.2. Governing law and Jurisdiction. This Agreement is governed by the laws of Spain, without giving effect to the conflict of law principles thereof. The application of the United Nations Convention of Agreements for the International Sale of Goods is expressly excluded. All disputes arising under or relating to this Agreement shall be resolved exclusively in the courts and tribunals of the City of Barcelona, Spain.

13.3. Waiver. The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

13.4. Severability. If any part of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement.

13.5. Assignment. Client may not assign this Agreement without Spacewell's prior written consent which shall not be unreasonably withheld. Spacewell may assign this Agreement without need of your consent (a) in the event of any merger, acquisition, or corporate reorganisation, (b) to a purchaser of all or substantially all of its assets or of the Spacewell Platform branch of activity, or (c) to a member of its corporate group.

13.6. Force Majeure. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

13.7. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by overnight courier service, by certified e-mail, or sent by regular certified mail, postage prepaid, to the address set forth in the Service Proposal; or to such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt and, in the case of e-mail, upon confirmation of receipt.

13.8. Modifications. Spacewell reserves the right at all times to propose modified terms of this Agreement, which will enter into force on agreement with Client and/or any subsequent renewal of the term of the Agreement.

13.9. Entire Agreement. This Agreement (including corresponding Order Forms) constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof and prevails over any contradictory terms of any Service Proposal (unless expressly provided therein), which are governed by the terms hereof.