General Terms and Conditions

Version 1.7, 17.08.2026

Our offer is binding for a period of 30 days from the date of the offer unless agreed otherwise. Each offer is valid only as a total. Individual items that are not marked as optional cannot be removed from the offer without consultation because their removal may have an impact on the prices of other items in the offer. The costs of optional items are not included in the total amount.

Upon delivery, the hardware must be checked by the customer based on the included delivery note. If the delivery does not conform to the delivery note or the offer confirmation, the annotated delivery note should be sent back to deZem within one week, e. g. as scan via email. deZem cannot be held responsible for missing or damaged items if such claims are made later. Special services, such as a full on-site installation by deZem, may imply other agreements.

The warranty period for all hardware parts is one year from delivery date under conditions of normal use. Damage provoked by improper handling or use do not fall within the liability of deZem. Removable storage media (e. g. SD cards) are excluded from warranty.

We reserve ownership of delivered goods until complete payment of all claims from the delivery contract. We are entitled to take back the delivered goods if the buyer acts contrary to the contract. Until property passes to him, the buyer is obliged to treat the delivered goods with great care. Until property passes to him, the buyer must notify deZem immediately in writing if a delivered good is repossessed or subjected to any intervention by third parties.

All prices in our offers are net prices. The total amount plus the VAT in effect at the time the invoice was issued is due for payment within the specified period (30 days after invoice date unless otherwise specified) and without any deductions. This due date also applies if deZem cannot deliver parts of the agreed services for reasons that fall within the responsibility of the customer.

If payment is not made on time, default automatically occurs without the need for a reminder. We charge a flat-rate reminder fee of EUR 5.00 as default damage per reminder. Furthermore, we reserve the right to additionally apply a default interest of 8% above the base rate of the European Central Bank for delays lasting longer than one calendar month. Before due invoice amounts plus interest are fully paid, we are not obliged to further delivery from any current contract and reserve the right for contract termination.

In case that continuous user fees accrue (especially for using continuous software services provided via Internet or for equipment rental), these are fixed annual costs due at the beginning of the period of service unless agreed otherwise. The period of service is automatically extended for another year unless agreed otherwise and if the contract is not cancelled at least 6 weeks prior to the end of the preceding period. Software in devices purchased by the customer is explicitly excluded as the Customer buys a software licence exclusively bound to the device which is valid for an unlimited period of time.

By default, average monthly data rates of up to 1 Metering Value per 120 seconds are covered by standard system fees. We recommend event-based data (with resolution of seconds) to allow for both high time resolution and standard system fees. Higher average data rates are always available upon request for an additional fee.

The Datasuite enables complex calculations using virtual counters and folders. By default, up to 75 Metering Tracks can be aggregated in Virtual Meters and folders. This limit can be increased as an option. Further technical limitations apply to calculations, in particular a maximum execution time of 30 seconds and a maximum complexity of the respective calculation.Copies of Metering Points in the Tree do not incur any charges. For technical reasons, the restart of a Metering Series that results in a new of Metering Point (e.g. due to the moving of a Sensor in deZemAd) automatically counts as an

additional Metering Point for the respective month.For first-time customers and for larger projects, deZem may require either pre-payment or a deposit (difference with respect to purchase option in the case of equipment rental).

The delivery time is normally about 8 working days for each 100 Metering Points. In certain cases, delivery delays may occur, particularly as a result of delays by deZem suppliers (usually max. 6 to 7 weeks).

Delivery times and milestones in the offer are defined to our best knowledge, and only unusual circumstances may cause a lack of fulfilment. In case of problems with promised delivery dates, the customer will be notified as soon as possible and an agreeable solution will be sought. However, liability for such inconveniences is excluded.

Adjustments to deZem software functionality specifically ordered by the customer may be charged according to development costs. The customer has the right to indefinitely use such software adaptations without additional licence fees. Only the regular licence fees for the software must be paid. Furthermore, a maintenance fee for the new functionality may be agreed upon. The adapted software remains property of deZem and may freely be used by deZem unless agreed otherwise. Technical details of deZem software functionalities may be disclosed to the customer when required and under a separate agreement. The customer must keep strict confidentiality about relevant knowledge.

By accepting a deZem offer, these terms and conditions become expressly accepted by the customer unless deZem explicitly accepts other terms. If deZem has signed a General Framework Agreement with the customer, the terms and conditions contained therein apply with top priority, and not the ones potentially contained in individual sub-agreements. Such terms as well as deZem general terms and conditions apply with subsequent priorities.

Unless otherwise agreed, the service level for the data platform hosted by deZem (deZem Data Suite) is *Standard* according to the document "Business Service Level Agreement for the deZem SaaS Platform".

Service Limits & Confidentiality

Unless agreed otherwise, the customer undertakes the installation of all involved sensors and devices as well as the data connection to the target server(s). If necessary, a different sharing of tasks, such as complete installation by deZem or connectivity by mobile communications is also available on request.

For linking existing sensors or meters into the deZem Data Suite, we recommend BACnet, M-Bus, Modbus, 1-wire, LoRaWAN or comparable standardised, widely used and therefore future-proof communication protocols. Although metering pulses often represent a cost-effective alternative, they are only recommended if results are not intended to be used for invoicing with third parties. deZem guarantees high-quality electronic counters for receiving such pulses; the customer is responsible for the signal quality up to the hand-over point (please carefully select suitable cable lengths and parameters; information sheets are available from deZem).

We provide long-term support for hardware and software developed by deZem and provide software updates (also for hardware components such as data loggers and automation stations) free of charge. For that, unless otherwise agreed, only an organisational surcharge is charged for third-party hardware supplied and no warranty is assumed for the products concerned, beyond the warranty provided by the manufacturer. If, for example, a corresponding sensor does not function properly and occasionally provides an incorrect metered value (e.g. on restart), then the customer has the choice to ignore the problem, clarify it directly with the manufacturer or commission a solution from deZem. In the example mentioned, this can consist of continuously checking the metered values in question during import, and not importing metered values that are recognised as incorrect. deZem has extensive experience in this area and various solution options.

Metering Values are stored as follows: detailed data for at least 12 months, 15-minute aggregates for at least 3 years, 4-hour aggregates for at least 5 years, 24-hour aggregates for at least 10 years. Pdf-files of Reports are stored at least five years after creation. Please contact us to adapt storage times if required.

deZem ensures confidentiality with respect to all data processed and stored in the deZem Data Suite. This is realised by many technical measures that are always kept up to date (27001-certified processes, 27001 certified data centres) as well as binding agreements with the deZem staff. The responsibility for the confidentiality and adequate use of their own access data, the use of encrypted instead of unencrypted access, as well as other organisational security measures lies with the customer.

Personal data that may be stored in the deZem Data Suite is exclusively:

- IP addresses for monitoring system health; stored maximally 180 days;
- The e-mail address associated with each user account, whereby anonymous function addresses should be used. The storage of an e-mail address is mandatory for contacting a user if necessary. It also serves as "sender information" for user-generated Reports. At the termination of the contract, all e-mail addresses associated with the customer's accounts will be deleted by deZem within one year.

The customer must be aware that spatial and temporal high-resolution Metering Series (e. g. the detailed electrical load profile of a personal computer) may represent personal data. Since deZem cannot control which Metering Values are recorded in the Energy Controlling System, it is the customer's responsibility to draw our attention to the Metering Series that represent personal data. In this case further protective measures must be taken, which may cause additional costs.

The customer may at any time dissent to deZem mentioning its company name in marketing presentations. We are happy to adapt to the confidentiality requirements of each customer.

We reserve the right to change these terms and conditions at any time if necessary in view of a change in the legal situation or a supreme court ruling, technical or organisational changes or further developments, regulatory gaps in the terms and conditions, changes in market conditions or other equivalent reasons and if the customer is not unduly disadvantaged. The customer shall be informed in writing at early stage in the event of significant changes and if agreement cannot be reached, the customer shall be granted a special right of termination at the end of the quarter after next. Until then, the terms and conditions applicable to date apply.

If any provision listed above is contrary to applicable law or otherwise unenforceable in practice, a provision that best reflects the spirit of the unenforceable provision shall automatically take effect in its place.