

General Terms of Use for Solar-Log WEB Enerest™

("GTU")

1. Scope and application

- 1.1 Solar-Log GmbH ("Licensor") produces and distributes Solar-Log™ hardware for the purpose of monitoring photovoltaic plants ("Solar-Log™") and operates the web-based plant monitoring platform Solar-Log WEB Enerest™ which supports the registration of the Solar-Log™ devices for the purpose of online PV plant monitoring ("Software Platform").
- 1.2 These General Terms of Use for Solar-Log WEB Enerest™ (hereinafter referred to as: "GTU") shall apply to all contracts concluded between the Licensor and the Licensee pertaining to the use of the Software Platform. The current version of the GTU at the conclusion of the contract shall apply.
- 1.3 The GTU govern access and use of the Software Platform by the Licensee, including all contents, information, products, web or other services contained therein. These GTU shall apply to Licensees that intend to use the Software Platform for their clients for the purpose of monitoring plants, irrespective of whether these are the clients' own plants or those of the clients' customers.
- 1.4 These GTU shall apply exclusively. Diverging, conflicting or supplementary general terms and conditions of the Licensee shall not be part of the contract. This applies in all cases including, for instance, the case whereby the Licensor nevertheless performs the contract or grants unreserved access to the software platform even without expressly objection or in full knowledge of the Licensee's terms and conditions.
- 1.5 Upon accepting the Licensor's offer (conclusion of contract), the Licensor shall grant the Licensee the right to access and use the Solar-Log WEB Enerest™ Software Platform on the basis of these GTU and shall grant the Licensee access to the current version of the platform.

2. Conclusion of contract and contract documents

- 2.1 Contractual relationships between the Licensee and the Licensor shall be established upon acceptance of the Licensor's offer regarding the Software Platform and the incorporated Software Platform modules ("Offer"). The Licensee shall accept the Offer either by email confirmation or by using the Software Platform. Use shall be assumed at the latest once the Licensee, or an employee of the Licensee, first logs in to the Software Platform for a particular plant using the login data provided by the Licensor.
- 2.2 The contract consists of the following documents which complement each other and which shall apply in the following order in the event of inconsistencies:
 - (1) Licensor's Offer
 - (2) these General Terms of Use
 - (3) Data Processing Contract
 - (4) other enclosures or other documents referred to in the order, where available.
- 2.3 The exact scope of the Software Platform functions made available by the Licensor shall be specified either in the Offer or in the contract.

3. Granting the right to use the Software Platform

- 3.1 The subject of the contract is use of the Software Platform and the storage of the Licensee's data on servers rented by the Licensor (para. 3.7) in return for the user fee specified in the Offer.
- 3.2 The Licensor shall make the Software Platform available via the Internet only. The Licensee's connection to the Internet shall be the Licensee's own responsibility and is not subject of the contract.
- 3.3 The Licensee may use the Software Platform provided by the Licensor within the contractually stipulated scope. In addition, the Licensee shall receive the administrator rights necessary to set up its clients' plants and the creation of a customer account.
- 3.4 Upon conclusion of the contract, the Licensor shall grant the Licensee an individual, non-exclusive, non-transferable and non-sublicensable right to the use of the Software Platform that is limited in time to the term of the contract (this shall not restrict Section 9). This right of use shall comprise use of the Platform by any of the users registered by the Licensee and includes the right to further distribution and installation at the client pursuant to Section 9. For the time being, the number of users shall be unlimited. However, the Licensor reserves the right to limit the number of users without providing any reasons and/or to introduce a threshold above which a charge arises for additional users. In this case, the client shall have the right to terminate the contract without notice pursuant to para. 6.6.
- 3.5 The user right to the Software Platform shall not include any access to source texts or source codes.
- 3.6 Installation or configuration services are not part of the contract. However, the parties may conclude a separate agreement to this effect.
- 3.7 The Licensor shall rent and host the servers. Among other factors, the performance (e.g., access speed, upload and download speed) of the Software Platform depends to a large extent on the Internet bandwidth that is available locally. The Licensor has no control whatsoever on this bandwidth.
- 3.8 The Licensor expressly states that no guarantee, undertaking or other statement binding on the Licensor shall be given with regard to the availability of the connection or the subject of the licence.
- 3.9 The Software Platform is a standardised software platform and bug fixes are therefore carried out automatically. The Licensor guarantees that the most important basic functions of the Software Platform shall remain unchanged in this context. The Licensor is free to develop the Software Platform further. Software Platform updates are included in the user fees. However, programme extensions and supplements, as well as special customer requests, represent additional options or additional Software Platform services provided by the Licensor which are subject to a charge. This applies, for example, to the Software Platform-specific connection of central inverters' DC combiner boxes.
- 3.10 The Licensor shall endeavour to optimise its Software Platform through continuous further developments and to adapt it to all technical progress. In the context of such further development, the Licensor may unilaterally modify or discontinue partial functions, provided this does not put the achievement of the purpose of the contract at risk. In addition, the Licensor has the right to use newer or other systems and methods to provide the services than those available upon conclusion of the contract, provided this does not result in any disadvantages for the Licensee. Where a further development represents a significant modification of the service, the Licensor shall notify the Licensee of the modification 1 month in advance. If such significant modification of the service results in any disadvantages for the Licensee, the latter may terminate the contract without notice pursuant to para. 6.6
- 3.11 The Licensee confirms that the data communicated to the Licensor are correct and complete. The Licensee is obliged to notify the Licensor without delay if the email address provided for the receipt of invoices has changed or if the Licensee wishes to receive invoices at a different email address in the future.
- 3.12 Access to the Software Platform is password-protected. The Licensee is obliged to keep this password secret. The

Licensee furthermore undertakes to notify the Licensor without delay if the Licensee becomes aware that the password is known to unauthorised third parties.

- 3.13 The contractual relationship exists exclusively between the Licensor and the Licensee. Insofar as third parties use the Licensor's services on an unauthorised basis as a result of the Licensee's fault, the Licensee shall be liable to the Licensor in respect of such use. Should the Licensee violate its above-mentioned contractual duties, the Licensor shall block the account without notice. The Licensee nevertheless remains obliged to render performance.
- 3.14 The Licensee shall be responsible for the data and contents provided. The Licensee shall release the Licensor inter se from any third-party claims that are asserted on the basis of such data and contents.
- 3.15 The Licensee is obliged to obtain the consent of the end customer or plant owner for the processing of their data by the Software Platform and for the registration on the Platform. The Licensee is aware of this obligation and, confirms that it has obtained, or will obtain, such consent. The Licensee is aware that the Licensor trusts the Licensee to meet this obligation and has no means of its own to follow up or verify such consent. This obligation to obtain consent is a primary contractual obligation of the Licensee's. The Licensee shall be liable for all consequences of its failure to obtain such consent and shall fully indemnify the Licensor against all consequences of claims by third parties or the end customer or any other consequences of failure to obtain such consent.
- 3.16 With respect to data privacy, the Licensee shall act in compliance with the statutory provisions applicable in Germany, in particular with the General Data Protection Regulations (GDPR) and the Federal Data Protection Act (FDPA).
- 3.17 The Licensor requires prior registration for any use of the Software Platform (or any parts thereof). The Licensee may register several staff members as users. The user account shall identify each staff member by their email address. The Licensee shall be responsible for keeping all email addresses updated at all times. The Licensee is obliged to correctly and truthfully complete all data required in the context of the registration. The Licensee is also responsible for the security of its password and the passwords of all employees. Accounts may not be set up on an automated basis. Moreover, the Licensee shall refrain from doing anything that interferes with or disrupts the Software Platform and may exclusively process data on the Software Platform within the scope of the applicable legal provisions.

4. Restricted granting of user rights

- 4.1 The Licensor reserves all rights to the Software Platform that are not expressly granted in writing to the Licensee:
 - 4.1.1 with the exception of the rights granted under Section 3, the Licensee may not use the Software Platform, or copy or modify it, develop, sell, distribute, resell, transfer, pledge, sublicense, rent, lend, lease, share, deliver, electronically transmit or otherwise transfer any modified versions or permit any third party to do any of the foregoing;
 - 4.1.2 the Licensee may not remove or add to the Software Platform any of the trademarks, trade names, logos, patents, copyright notices or markings and shall also oblige its customers to refrain from any of the above;
 - 4.1.3 the Licensee may not derive or otherwise attempt to derive any source code, nor allow any third party to do so, and shall also oblige its clients to refrain from doing so;
 - 4.1.4 the Licensee is not entitled to reverse engineer the Software Platform or decompress or translate parts thereof.
- 4.2 If the Licensee violates any of the above provisions or the provisions under Sections 3 and 9, all user rights granted under this contract shall lapse immediately and shall revert automatically to the Licensor. In this case, the Licensee's use of the Software Platform shall be suspended immediately and in its entirety.

5. User and setup fees

- 5.1 Use of the Solar-Log WEB Enerest™ Software Platform is subject to a fee.

- 5.2 Where the contract is not concluded on the first day of a calendar month, the user fee payable for the first month shall be calculated on a pro rata basis according to the remaining days of the month, beginning with the day following the provision of the Software Platform.
- 5.3 The user fee shall be due in advance for a 1-year period (standard period) and shall be payable according to the terms and conditions specified in the Offer. The accounting period for each plant – or at least for each registered Solar-Log™ – shall commence upon use pursuant to para. 2.1.
- 5.4 The Licensor is entitled to charge interest on arrears in the amount of 5% above the ECB base rate. For each reminder, the Licensor shall charge a dunning fee of € 15.
- 5.5 The Licensor is entitled to make occasional, reasonable adjustments to the Software Platform prices. The Licensor shall notify the Licensee of any fee increases at least 3 months in advance. In the event of fee increases, the right of termination pursuant to para. 6.3 shall apply mutatis mutandis.
- 5.6 All prices or user fees specified in the Offer or any other documents issued by the Licensor are exclusive of VAT. Invoices shall be forwarded by email. The Licensor is entitled to change the chosen form of delivery if legal, organisational or technical reasons, in particular, so require. Non-recurring charges, in particular setup fees and user fees relating to licenses for additional functions, shall be collected after the claim arises or immediately before delivery.

6. Term of the contract, termination

- 6.1 The contract for a respective plant that is connected to the Software Platform shall be concluded for a standard period of one (1) year starting on the date the Offer was accepted pursuant to para. 2.1. The standard period for the respective plant shall be extended by a further year (“extended standard period”) unless the contract is terminated in writing 3 months before the expiry of this standard period for one, several or all plants. Termination for one or several uploaded plants shall not affect the contract for the remaining plants.
- 6.2 The termination mechanism pursuant to para. 6.1 shall be applied accordingly to the respective extended standard period at the end of the respective month subject to a 3-month notice period. For example: The Licensee has concluded a contract for (1) plant on 1 April 2020. After the automatic extension as at 1 April 2021, the Licensee may terminate the contract at the earliest on 31 December 2021 for 31 March 2022.
- 6.3 The Licensee may terminate the contract subject to a notice period of 4 weeks before the introduction of a price increase pursuant to para. 5.5. clause 2 if the period between the start of the price increase and the subsequent end of the standard period amounts to 4 months or less.
- 6.4 The Licensee’s obligations under this contract which sound judgment deems to be subsequent obligations (e.g. secrecy, intellectual property, place of jurisdiction and choice of law) and which related to the Software Platform shall remain effective despite termination.
- 6.5 In the event of the termination of this contract or of the Licensee’s insolvency or imminent insolvency, the Licensor shall have the right to enter into the existing contract concluded between the Licensee and its clients (e.g. the owners of the plants uploaded on the Software Platform/the plant’s proprietors). The Licensee shall include this option in the contracts it concludes with its own clients.
- 6.6 Furthermore, each party may terminate the licensing contract for cause and in writing without complying with a notice period. A causes allowing the Licensee to terminate the contract arises, in specific, when
- the Licensee infringes the Licensor’s user rights by using the Software Platform beyond the scope permitted according to this contract and fails to put an end to the infringement within a reasonable period of time in response to a warning from the Licensor.
 - the Licensee fails to obtain the consent of the end customer and plant owner - or of the plant proprietor - for the pro-

- cessing of their data through registration on the Software Platform and use of the Platform pursuant to para. 3.15.
- 6.7 Throughout the term of the contract, the Licensor shall invoice the Licensee for each Solar-Log™ registered on the Software Platform.
- 6.8 Upon termination of the contract, irrespective of the date, no claim for reimbursement exists, not even for a pro rata reimbursement of user fees already paid or of any setup fees, unless the termination is for cause due to a fault on the part of the Licensor or due to para. 3.10.
- 6.9 All user right shall expire upon the expiry of the contract. Upon expiry or termination of the contract, all Solar-Log™ shall be removed from the Software Platform and the Licensee shall discontinue its use of the Software Platform.
- 6.10 The Licensee may agree different notice periods or provisions pertaining to contract termination with its client or end user, unless this imposes additional rights and obligations on the Licensor which deviate from these licensing provisions.

7. Intellectual property

The Software Platform and the Software Platform brand are and shall remain the property of the Licensor. The Licensor and its suppliers (in regard of the components provided by the suppliers) shall retain ownership of all copyrights, patents, trademarks, trade names, trade secrets and other proprietary rights that relate to the Software Platform or are associated with it.

8. Use of the brand

The Licensor shall use the contract brands Solar-Log™, Solar-Log und Solar-Log WEB Enerest™ for the corresponding goods and services. The Licensor shall confer upon the Licensee the sole, non-transferable, non-sublicensable right to use the contract brand within the scope of the contract and its term. The Licensee is entitled to advertise the Software Platform by means of the contract brand.

9. Licensee's transfer of Software Platform access to its customers

- 9.1 The Licensee is entitled to further distribute the Software Platform and install it at its clients. To the extent that the Licensee grants access rights and user rights for the distribution or installation of the Software Platform at its clients, the Licensees shall be obliged to transfer the obligations pertaining to the use of the contract brand that result from these GTU to its clients.
- When concluding and performing contracts with its own clients, be they distribution customers or end customers, the Licensee is obliged to ensure and shall also guarantee that it will refrain from making contractual arrangements that infringe or impair the Licensor's legal position or cause the Licensee itself to be in breach of contract. These GTU shall apply mutatis mutandis as a template. Deviations from the GTU or other regulations which go beyond analogous adaptation or beyond these GTU shall be agreed in writing with the Licensor.
- 9.2 If, in the event of a breach by the Licensee's clients of the conditions imposed by these GTU, the Licensee remains inactive despite a reminder, the sub-licensor shall be entitled to intervene directly against the Licensee's offending clients at the expense of the Licensee and to have assigned to it all of the Licensee's claims (claims for damages, claims for injunctive relief, claims for removal) that are required for this purpose.
- 9.3 Regardless of whether the Licensor invokes this right, the Licensee shall be fully liable for any infringement or any intervention by one of its clients or end customers into the Licensor's rights or legal positions pursuant to these GTU or the transferred regulations, or arising from a failure to transfer such regulations, and shall indemnify the Licensor for any associated loss or damage.
- 9.4 It is hereby expressly stated that the Licensee shall remain free to decide its pricing strategy.

10. Warranty

- 10.1 The scope of functions of the Software Platform covered by this contract shall include the operational monitoring, visualisation, error analysis and configuration of the respective PV plants connected to the Software Platform. However, according to the state of the art, it is not possible to exclude errors on the Software Platform under all conditions of use. Furthermore, the scope of functions available to the Licensee is also affected by the access right to the Software Platform. No additional property of the platform or additional range of functions beyond this scope shall be owed.
- 10.2 The Licensee shall provide the Licensor with coherent documentation of any defects in the above sense and shall notify the Licensor in writing immediately after their discovery.
- 10.3 The Licensor shall remove any defects on the Software Platform (i.e. deviations from the range of functions described above) within an appropriate period of time and without any charges, provided the defect is material or affects functionality. In this context, the Licensor may, at its own discretion, either rectify the defect, in particular provide a new version of the Software Platform, or provide an alternative solution to the defective function that allows the Licensee to use the Platform as specified in the contract. The Licensor is entitled to effect its subsequent performance within the scope of release planning.
- 10.4 The Licensor may also remove defects by giving the Licensee telephone, written or electronic instructions.
- 10.5 Should it turn out that a defect reported by the Licensee does not actually exist or cannot be traced back to the contractual Software Platform, the Licensor shall be entitled to charge the Licensee for the expenses incurred in connection with its defect analysis and other processing in accordance with the current price list applicable to the Licensor's services.
- 10.6 Should the Licensor fail to remove a material defect within an appropriate period of time, the Licensee may request a reduction of the user fee. Likewise, the Licensor may exempt itself from remedying the defect by reducing the user fee if the rectification of the defect requires a disproportionate effort. Further rights arising from defects and errors beyond those mentioned in paras. 10.3 to 10.6, e.g. right to compensation and withdrawal, do not exist and are hereby expressly excluded.
- 10.7 Claims due to material defects and defective title shall be subject to a 6-month limitation period starting on the date the Software Platform login is activated. This shall not apply in the event of malice or intent, in which cases the statutory provisions shall remain unaffected.
- 10.8 The Licensor or third parties are entitled to copyright in the Software Platform and/or the programmes contained therein. Defective title exists when the rights necessary for contractual use could not be effectively granted to the Licensee. Where third parties assert an infringement of the property rights against the Licensee on account of its use of the programmes, the Licensee shall notify the Licensor and shall, as far as possible, leave the defence against these claims to the Licensor. In this context, the Licensee shall provide the Licensor with any assistance necessary. In specific, the Licensee shall provide the Licensor with all required information regarding the use and possible processing of the programmes, if possible in writing, and shall hand over the necessary documents. Claims relating to the use of the programmes and any possible infringement of third-party rights may not be asserted against the client (as user) by third parties.

11. Limitation/exclusion of liability

- 11.1 Notwithstanding provisions to the contrary in this licensing agreement, the Licensor's liability (including the liability of its employees, assistants or subcontractors) shall be limited as follows – irrespective of the legal grounds (e.g. in connection with defects, default, property rights, indemnification):

(1) The Licensor shall in no event be liable for loss of profits, loss of revenue, loss of use, loss of production, capital expenditure or costs associated with a business interruption, loss of anticipated savings or for any indirect or consequential loss or damage of any kind;

(2) The Licensor's total liability in regard of all claims that may arise in connection with the performance or non-performance of this contract shall in no case exceed 100% of the annual user fee for the plant or plants concerned.

11.2 The above exclusion of liability provisions shall not apply to unlawful intent or gross negligence on the part of the Licensor; however, they shall also apply to unlawful intent or gross negligence on the part of any auxiliary persons. Any further liability of the Licensor shall be excluded. In particular, liability without fault is excluded. The above limitation of liability shall also apply to the personal liability of the Licensor's employees, representatives and executive bodies.

12. Data backup

Data on the Solar-Log WEB Enerest™ are backed up automatically. By contrast, data on the Solar-Log™ hardware shall be backed up by the Licensee, if necessary. In the event of a loss of data for which the Licensor is responsible, the Licensor shall exclusively be liable for the costs of recovering the data.

13. Data sovereignty and power of disposal

The plant data stored on the server shall remain under the sovereignty and power of disposal of the Licensee. The Licensee shall be responsible for backing up the data upon termination of the contract. For this purpose, the software platform in some cases offers the option of exporting data in CSV format.

14. Third-party rights, prohibited content

The Licensee is prohibited from publishing any form of extremist, racist, erotic or pornographic content on its account and from creating, using or editing any other content, links, references or similar technical means that offend common decency. The account shall be used exclusively for the performance of the contents agreed within the framework of the contract or directly related to the contract (e.g. plant data, technical information sheets, data sheets, plant analysis and statistics). The Licensor is entitled to block the account without prior notice if the Licensor discovers or becomes aware through third parties that the Licensee, its agents or other third parties are in breach of these requirements. Under the above-mentioned conditions, the Licensor is furthermore entitled to terminate the contract without notice.

15. Internet domains

15.1 Insofar as the Licensor offers the Licensee the procurement and/or management of Internet domains for the operation of Solar-Log WEB Enerest™ websites, the following provisions shall apply:

15.2 The Licensor shall exclusively act as an intermediary vis-à-vis DENIC or InterNIC or any other domain name registrars. Contracts with such organisations shall exclusively entitle and oblige the Licensee. The Licensor shall manage the registered domains for the duration of the contractual relationship on the basis of the respective valid guidelines issued by DENIC or InterNIC or another organisation, if this is agreed in the individual case. The assignment guidelines of the respective competent domain name registrar shall apply to the respective top-level domains (.com, .fr, .net, etc.).

15.3 The Licensor shall register the domains in the name and on behalf of the Licensee. The Licensee shall be entered as the authorised user of the domain. The Licensor shall be entered as "tech-c". The owner-related data shall be stored

according to the guidelines of the respective domain name registrar. The registration of domains which violate the prohibitions set out in Section 14 is not permitted.

- 15.4 The Licensor has no control over the assignment of domains. The Licensor shall therefore not assume any guarantee that the domains which have been applied for are free of third-party rights or are unique or will last in perpetuity. This also applies to any subdomains. The Licensee shall warrant that the domain the Licensee has applied for does not infringe any third-party rights.
- 15.5 If the Licensor deletes any domains registered on behalf of the Licensee or terminates them due to the decision rendered in a legal dispute, a claim against the Licensor to apply for a replacement domain shall not exist.
- 15.6 Should a third party request the Licensee to discontinue an Internet domain on the grounds that it allegedly infringes third-party rights, the Licensee shall notify the Licensor without delay. In particular, but not exclusively, if the Licensee has incorporated in his Internet domain a trademark or designation of the Licensors that is used in business transactions, the Licensor shall be entitled to either surrender the Internet domain on behalf of the Licensee, to bring its own lawsuit against a claimant or to waive the right to bring a lawsuit. The Licensee is only entitled to take legal action if the Licensor issues an express written authorisation to this effect.
- 15.7 If the Licensor is notified of an alleged infringement of third-party rights, the Licensor shall be entitled to place the domain under the management of the respective registrar (dispute procedure) and instantaneously block the domain.
- 15.8 If existing domains, which are managed by another provider, shall be managed by Licensor in the future, the latter shall try to effect the re-registration. The licensees are aware that a successful re-registration requires the involvement of the previous provider. In the absence of such involvement, the Licensor cannot provide any guarantee for a successful transfer.
- 15.9 The Licensor shall be entitled to release the Licensee's domain after termination of the contractual relationship. Upon such release, all registration rights shall expire.
- 15.10 Should the Licensee wish to continue using the registered domain via another provider after expiry of the contract, the Licensee shall notify the Licensor accordingly in due time before the expiry of the contract. The Licensor shall release the domain free of charge, provided the Licensee is not in default on any payments.

16. Data privacy

- 16.1 The Licensor's [Privacy Policy](#) shall apply in conjunction with the associated [data privacy information](#).
- 16.2 The Licensee hereby agrees that its data may be used for analysing contracts (e.g. customer profiles in the Customer Relationship Management [CRM] context), for personalised advertising campaigns and for customer contacts (e.g. market surveys) within the BKW Group of which the Licensor is a member. The BKW Group consists of companies in which BKW AG, headquartered in Bern (Switzerland), directly or indirectly holds more than 50% of the shares or which it controls in some other way. The Licensee acknowledges that the records under this contract result in profiling pursuant to the GDPR. This is unavoidable for the purpose of performing the contractual agreement, and the Licensee hereby expressly agrees to this.

17. General provisions

- 17.1 Force majeure shall release the Licensor from its duty to grant access to the Software Platform. Aside from natural disasters, force majeure also includes economic events such as international embargoes, unforeseen barriers to access to the relevant cloud or server, disproportionate price increases or bankruptcy of service providers. After the force majeure has ended, the Licensor shall endeavour to make the Software Platform available again as soon as possible.

- 17.2 Where damage is attributable to both the Licensee's and the Licensor's fault, the Licensee must allow its contributory negligence to be attributed to it.
- 17.3 A setoff shall only be permitted against undisputed or legally established claims held by the Licensor.
- 17.4 Amendments and additions to the contract must be made in writing. This also applies to any amendment or suspension of this clause.
- 17.5 The parties are aware of the fact that the Software Platform may be subject to import restrictions. In specific, there may be obligations to obtain a permit or use of the Software Platform or any associated technologies may be subject to restrictions abroad. The Licensee undertakes to comply with the export and import control regulations applicable in the Federal Republic of Germany, the European Union and the United States of America, as well as with any other relevant regulations. The Licensor's performance of the contract is subject to the proviso that there are no obstacles to performance on the basis of national and international regulations under export and import law or any other statutory provisions.
- 17.6 Should individual provisions of this contract be invalid, the validity of the remaining provisions shall not be affected thereby. The contracting parties shall endeavour to replace the invalid provisions with a provision that most closely approximates the legal and economic objective of the contract.

18. Law and place of jurisdiction

Swiss law shall apply to the contracts concluded with the Licensor. The UN Convention on Contracts for the International Sale of Goods shall be excluded. Exclusive place of jurisdiction is Bern, Switzerland.