

# SMA License Conditions – Use of the SMA Logo and the Claim "Energy that Changes"



## 1 SMA License Conditions – Use of the SMA Logo and the Claim "Energy that Changes"

The SMA logo and the claim "Energy that Changes" may only be used after reliable contact details have been provided and the following terms of use have been actively accepted.

The SMA company logo  (SMA logo) and the claim "Energy that Changes" are the property of SMA Solar Technology AG (SMA). SMA is the owner of worldwide trademark registrations for the SMA logo—e.g., but not limited to EM007116461, IR1136676, IR1491977 (SMA logo)—and for the claim "Energy that Changes," e.g., but not limited to EUTM010276401, IR1176546.

This license is non-exclusive, non-transferable, and non-sublicensable.

This license is solely for advertising and press purposes, e.g., but not limited to, use on websites.

The use shall be benevolent; negative impressions shall be avoided.

It is not permitted to use the logo as an element of any company name or logo. The SMA company name and logo, as well as any other company name or logo, must be used with sufficient distance to avoid bringing them mentally into connection or creating the impression of a business relationship.

The use of the SMA logo must be in its registered form, particularly in the colors as officially registered. If a multi-color presentation of the SMA logo is not possible due to technical reasons, it shall be presented in black and white.

The licensee is not permitted to register trademarks that are identical or similar to the SMA logo or the claim "Energy that Changes."

In the event that one of the registered trademarks for the SMA logo or the claim expires or becomes void, any rights of use granted hereunder with regard to this registered trademark shall immediately cease to exist.

It is not allowed to use any other registered trademark of SMA without written consent.

To the extent technically possible, a written notice of license for the use of the SMA logo must be attached. Provided that application of this rule is reasonable in the individual case, the notice of license shall be included as a footnote: "The company logo of SMA and the claim "Energy that Changes" are registered trademarks of SMA Solar Technology AG in many countries worldwide.

This license can be revoked at any time, especially—but not exclusively—if the use does not comply with SMA's terms of use, or if the licensee challenges trademark applications or registrations for the SMA logo, or contributes to any third party's challenge of such rights. Furthermore, this license may be terminated with a notice period of one (1) month.

Amendments and supplements to this agreement regarding SMA's license conditions must be made in writing. This written form requirement shall also apply to any amendment of this written form clause.

This license shall be governed by the laws of the Federal Republic of Germany.

Should any provision of this agreement regarding SMA's license conditions be or become, in whole or in part, void, ineffective, or unenforceable, the validity, effectiveness, and enforceability of the remaining provisions shall remain unaffected. Any such invalid, ineffective, or unenforceable provision shall, to the extent permitted by law, be deemed replaced by a valid, effective, and enforceable provision that most closely reflects the economic intent and purpose of the original provision with respect to its subject matter, scope, duration, location, and applicability.