SMA Solar Technology AG | Sonnenallee 1 | 34266 Niestetal | Germany
Phone: +49 561 9522-0 | Internet: www.SMA.de | E-Mail: info@SMA.de
Amtsgericht Kassel (District court) Kassel HRB (registration number) 3972
Vorsitzender des Aufsichtsrats (Chairman of the Supervisory Board): Dr. Ralph Lässig
Vorstand (Managing Board): Dr.-Ing. Jürgen Reinert (Vorstandsvorsitzender / CEO), Olaf Heyden, Dr. Kaveh Rouhi

1 General Provisions

These General Terms and Conditions (hereinafter referred to as **"GTC"**) apply in the version valid at the time of the order to all current and future business relationships relating to the **"SMA Premium"** offer described below between SMA Solar Technology AG (Sonnenallee 1, 34266 Niestetal, Germany, phone: +49 561 95 22-0, info@SMA.de, hereinafter referred to as **"SMA"**) and the customer (hereinafter referred to as **"Customer"**) (hereinafter collectively referred to as **"Parties"**).

2 Subject Matter of the Agreement

(1) SMA offers a fee-based digital service called "SMA Premium" (hereinafter referred to as **"SMA Premium"**). SMA Premium activates additional functions within the ennexOS platform, in particular, advanced tools for optimizing the generation, storage, and use of electricity in connection with certain PV systems that are equipped with specific SMA products and registered in the Sunny Portal from SMA (**"Sunny Portal"**). The essential features, functions, and system requirements of SMA Premium are described on the product page on the SMA website (www.sma.de/en/products/energy-management/sma-premium).

(2) The subject matter of these GTC is the temporary provision of SMA Premium in return for payment, combined with the granting of rights of use thereto.

3 Conclusion of Contract; Trial Period

(1) The Contract for the use of SMA Premium is concluded online in Portuguese or English. The Customer first logs into Sunny Portal and is then redirected to the SMA customer portal (**"Customer Portal"**), where the Customer can submit an Offer to conclude a Contract in accordance with Section 3(2). The presentation and advertising of SMA Premium on the SMA website, Sunny Portal, SMA apps (SMA 360° App, SMA Energy App), or the Customer Portal do not constitute a binding offer to conclude a purchase contract.

(2) Customers interested in using SMA Premium can submit a binding Offer to conclude a Contract for SMA Premium at the price and for the contract period specified in the input mask in the Customer Portal by clicking on the button labeled **"Order with obligation to pay"** (**"Offer"**).

(3) Upon receipt of the order confirmation sent by SMA to the Customer by email, SMA accepts the Offer and the Contract is concluded (**"Contract"**). The Customer shall be activated for use of SMA Premium within 24 hours of the conclusion of the Contract and may use SMA Premium immediately after activation. The text of the Contract is available to the Customer in the Customer Portal.

(4) Installers who install SMA products for Customers (hereinafter referred to as **"Installation Partners"**) and are registered with SMA in Sunny Portal as the responsible Installation Partners of the Customer for certain PV systems of the Customer concerned also receive access to certain functions of SMA Premium for these PV systems when SMA Premium is activated for the Customer. Customers can notify SMA at any time of the exclusion of the previously responsible Installation Partner from the use of SMA Premium and/or the appointment of a new Installation Partner. In this case, the Installation Partner shall be excluded, or the newly appointed Installation Partner shall receive the corresponding access to SMA Premium.

(5) The use of SMA Premium can begin with a free trial period. Insofar as SMA offers a trial period, the offer applies only to Customers who have not previously used a trial period for SMA Premium on the PV system concerned. Unless otherwise agreed in individual cases, the trial period lasts 90 days. The Customer's access to SMA Premium ends automatically at the end of the trial period, notice of termination is not necessary. During the trial period, the Customer may submit an Offer in accordance with Section 3(2), which SMA may accept in accordance with Section 3(3). In this case, the fee-based subscription to SMA Premium commences upon SMA's acceptance of the Offer, and the trial period ends automatically at the same time.

(6) Installation Partners may obtain the right from SMA to set up free trial access to SMA Premium for third parties for up to 90 days. The Installation Partner must obtain the third party's prior and express consent to the use of SMA Premium in accordance with these GTC (including consent to SMA's data protection declaration and consent to be contacted by SMA by email) in writing or in text form. The Installation Partner confirms this by accepting these GTC and setting up the free trial access for the third party. At SMA's request, the Installation Partner must provide evidence of this consent. The Installation Partner shall indemnify and hold harmless SMA against all claims made by third parties, including administrative fines or similar, in connection with the processing of third-party data and any use of SMA Premium not covered by the aforementioned consent. SMA reserves the right to exclude Installation Partners from accessing and using SMA Premium at any time when and if these Installation Partners cannot sufficiently prove to be authorized by the respective third party. In case of doubt, the instructions of the respective third party, e.g., the PV system operator/owner, to SMA take precedence over those of the Installation Partner, who in these cases has no claim against SMA for further or unhindered use of SMA Premium.

(7) After the third party has been registered by the Installation Partner, the third party shall receive a notification from SMA with the following content:

- information about the registration for a free trial period by the Installation Partner authorized by the third party,
- a note that the trial period is free of charge, ends automatically after 90 days, and does not require termination,
- information about the right to unsubscribe/cancel at any time with a corresponding link or email address where unsubscription/cancellation can be submitted.

4 Conditions for Use

(1) Access to SMA Premium is via the Internet. The Customer is responsible for ensuring and paying for its own Internet access.

(2) The use of SMA Premium requires, among other things, an SMA ID, existing access to Sunny Portal, and registration of the PV system equipped with compatible SMA products in Sunny Portal. The SMA products must be equipped with an ennexOS operating system. A list of compatible SMA products can be found on the product page of the SMA website (www.sma.de/en/products/energy-management/sma-premium).

(3) SMA Premium can only be used by Customers whose billing address is in Portugal. Should use in other countries become possible at a later date, SMA shall indicate this separately on the product page on the SMA website, in Sunny Portal, or on the Customer Portal.

(4) The use of SMA Premium may also require regular updates. Details on supported devices, operating systems, Internet browsers, and support for the best possible user experience are available on the product page on the SMA website.

(5) SMA Premium shall not be used to create any tradable financial product listed on an exchange or any index (i.e., any numerical representation of the value or volatility of a market or market sector calculated from time to time on a standard basis, in order to reflect movements in the underlying constituents) to be used as reference price underlying such tradable financial products nor any other Index as defined by the Benchmark Regulation EU 2016/1011.

(6) SMA Premium shall be exclusively made available for informational purposes and only for private/internal use of the Customer and does not constitute any investment counseling. None of SMA Premium establishes an Offer to sell or advertisement regarding offers for the purchase of products which are traded on the exchange.

5 Updates, Temporary Suspensions

(1) SMA may update SMA Premium from time to time at no additional cost to the Customer to optimize existing features, add additional features, and improve the user experience. Such a change shall not result in the Customer no longer having access to the originally agreed functionalities or in the originally agreed requirements being fulfilled only to a significantly limited extent.

(2) SMA may temporarily block access to SMA Premium for Customers if this is necessary for technical reasons, if there are concrete indications that the Customer is violating statutory provisions or the obligations arising from this Contract, is in default of payment of a usage fee or if this is necessary for compelling legal, judicial or official reasons. When deciding on a block, SMA will take into account the legitimate interests of the Customer, in particular whether there are indications that the Customer is not responsible for the infringement. SMA will lift the block as soon as the compelling technical reasons, the violations of statutory provisions, the breach of contract, the compelling legal, judicial or official reasons cease to apply, or the default in payment has ended.

6 Granted Rights

(1) The Customer may use SMA Premium to the agreed extent during the Term of the Contract. This right of use is non-exclusive.

(2) The Customer may not pass on, transfer, make usable, or make available its access to SMA Premium to third parties (e.g., by passing on its access data), unless this is necessary for proper use.

7 Use of Data

(1) The Customer hereby grants SMA the right to use all data generated in connection with the use of SMA Premium (**"Usage Data"**) for the purpose of providing the agreed services.

(2) The Customer also grants SMA a non-exclusive, royalty-free, irrevocable right, unlimited in terms of time, content, and location, to use the Usage Data for all permitted commercial and non-commercial purposes, in particular (i) to monitor, maintain, and ensure the functionality, security, IT security, and quality of SMA Premium and the Usage Data, (ii) to improve its own product range, (iii) to develop new products and services, (iv) for analyses for internal purposes, (v) to aggregate the Usage Data with other data and to create derived data for any legally permitted purpose, including the provision of such aggregated or derived data to third parties, whether for a fee or free of charge, provided that it is impossible to draw conclusions about individual Usage Data.

(3) SMA shall not use Usage Data to gain insights into the Customer's economic situation, assets, and production methods or into the Customer's use in any other way that could undermine the commercial position of this Customer in the markets in which it operates.

(4) It is clarified that Section 7(2) does not constitute consent under data protection law for the use of Usage Data insofar as it concerns personal data. In this respect, the general provisions of data protection law also apply. Note that, depending on the individual case and the specific data protection information, the right of use under Section 7(2) may give rise to a legitimate interest on the part of SMA within the meaning of Article 6(1)(f) GDPR. SMA is entitled to anonymize the Usage Data at any time. The Data Protection Declaration of SMA is available here: Privacy Policy.

(5) These GTC do not grant the Customer any rights to the Usage Data. The statutory rights of the Customer, in particular under Regulation (EU) 2023/2854 (**"Data Act"**), remain unaffected.

8 Usage Fee; Payment Method; Price Adjustment

(1) The Customer pays the agreed fee (**"Usage Fee"**) for the use of SMA Premium.

(2) The Usage Fee is payable monthly in advance. Payment of the Usage Fee is made by credit card. Upon completion of the order process, the Customer authorizes SMA to collect the Usage Fee from the specified credit card account. This shall occur by the 5th business day of each contract month during the Term of the Contract.

(3) If the credit card charge fails, the Customer will receive a notification of the failed charge to their credit card and a request to check their credit card details in the Customer Portal and, if necessary, update them within 10 days. SMA shall recommence the charging process upon expiration of the aforementioned 10-day period. If SMA is again unable to collect the Usage Fee within the aforementioned period, SMA reserves the right to terminate the Contract of the Customer without notice and with immediate effect. The Customer shall be informed of this termination and SMA Premium shall be deactivated.

(4) SMA reserves the right to adjust the Usage Fee at its reasonable discretion, for example, to compensate for changes in the total costs of providing SMA Premium. The total costs are calculated based on factors such as the costs of content (e.g., production costs), administrative costs, the costs of maintaining and operating the IT infrastructure, general overhead costs (sales and marketing costs, personnel costs, rent, external service providers), as well as financing costs, taxes, fees, and other charges. In the event of a change in the statutory sales tax, SMA is entitled to adjust the Usage Fees accordingly. SMA shall take the legitimate interests of the Customer into account. The notice period for a price adjustment is at least two months. If the Customer does not object within the notice period, the price adjustment shall be deemed to have been accepted and shall take effect on the date specified in the announcement of the price changes. In the notification, SMA shall inform the Customer of the consequences of not responding and the significance of the deadline. If the Customer does not wish to accept the price adjustment, the Customer may exercise their right of objection by terminating the Contract in the Customer Portal before the end of the notice period. In this case, the previous price shall remain unchanged until the end of the Term of the Contract.

(5) All payments to be made under this GTC shall be made without any deduction or set-off due to any taxes, levies, duties, charges, fees and withholdings of any kind imposed now or in the future by any governmental, fiscal or other authority (i.e. withholding tax). If a Party to this GTC is compelled to make any such deduction, it shall pay to the receiving Party any additional amounts necessary to ensure that the receiving Party receives the full amount that it would have received had the deduction not been made. Customer shall provide reasonable evidence of any withheld and remitted taxes and shall apply any available exemption or reduced treaty/domestic rate where SMA provides reasonably requested documentation (e.g., certificate of tax residence). This Section 8(5) shall not apply to Customers who are consumers.

9 Term of the Contract; Notice of Termination

(1) The contract period begins on the agreed start date of use and lasts for one month from the conclusion of the Contract (**"Term of the Contract"**). The Term of the Contract is automatically extended by a further month if the Customer or SMA does not terminate the Contract with 14 days' notice to the end of the Term of the Contract. The right of extraordinary termination for good cause is hereby unaffected.

(2) Terminations must be made in writing or in text form (e.g., E-Mail). The Customer can also terminate the Contract by clicking on the corresponding buttons under **"Manage subscription"** in the account menu of the Sunny Portal or the Customer Portal. The buttons are labeled **"Cancel subscription"** and then **"Cancel subscription now"**.

(3) Upon termination of the Contract, for whatever reason, the Customer's right of use and access to SMA Premium expires at the end of the Term of the Contract.

10 Statutory Warranty; Support

(1) If the Customer is a consumer, the Customer is entitled to the statutory rights of liability for defects in consumer contracts for digital products (Decree-Law no. 84/2021, of 18 October).

(2) For any questions, the Customer can contact the technical support team of SMA at the following link: portal.sma.energy/subscriptions.

(3) SMA Limited Factory Warranties or any other warranties do not apply.

11 Liability

(1) SMA does not provide any guarantee with regard to the fact that SMA Premium, which is updated on a real-time basis, is made available at a given point in time, complete, or free of errors. Under certain circumstances, there might be delays in the transmission of the information/data. SMA may not be held liable for any delays or failures of transmission and/or receipt of data by the Customer. Furthermore, SMA does not accept any liability for the accuracy, completeness, timeliness/currentness and availability of the data transmitted within the scope of SMA Premium.

(2) SMA's liability – irrespective of its legal basis – shall be limited to damages caused by willful intent or gross negligence. However, SMA is liable for simple negligence in case of damages which result from the breach of material contractual obligations (i.e. an obligation which is material for the performance of the Contract and compliance with which the Customer regularly expects and may expect) whereas, in this case, SMA's liability shall be limited to typical damages which SMA could have foreseen as a possible consequence of such breach at the time of entering into this Contract. All claims for damages arising under these GTC shall become time-barred in accordance with the applicable statutory limitation and time-bar periods.

(3) The limitations of liability in accordance with the preceding paragraph shall not apply

a) to cases of injury to life, body or health;

b) if and insofar as SMA has fraudulently concealed a defect,

c) if, and to the extent that, SMA has given a guarantee as to the quality of SMA Premium, or

d) for claims of the Customer under mandatory product liability legislation.

(4) The aforementioned limitation of liability also applies for personal liability of the corporate bodies, representatives, employees, other agents, and other vicarious agents of SMA.

(5) Strict liability of SMA for damages for defects existing at the time of conclusion of the Contract is excluded. This Section 11(5) shall not apply to Customers who are consumers.

12 Amendments and severability

(1) SMA reserves the right to make changes to SMA Premium and these GTC for justified reasons (including for security reasons, to improve performance, to adapt to a new technical environment, to adapt to changed market conditions, to comply with legal or regulatory requirements) at its reasonable discretion, but always taking into account the legitimate interests of the Customer. The changes are limited to adjustments that correspond to the respective legitimate reason. SMA shall inform the Customer in writing or in text form (e.g., E-Mail) at least 15 days in advance. If the Customer does not object within these 15 days, the changes shall be deemed to have been accepted and shall take effect on the date specified in the announcement of the changes. In the notification, SMA shall inform the Customer of the consequences of not responding and the significance of the deadline. If the Customer does not wish to accept the changes, the Customer may exercise their right of objection by terminating the Contract in the Customer Portal before the end of the 15 days.

(2) The preceding paragraph does not apply to changes that would lead to a change in the equivalence ratio of the Contract (of performance and consideration). In such a case, SMA may offer the Customer the option to continue the Contract under the then-amended conditions. These amended conditions shall become part of the Contract if the Customer agrees in writing or in text form (e.g., E-Mail) to continue under the amended conditions.

(3) If any provision of this GTC is held to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed severed from this GTC and shall not affect the validity, legality or enforceability of the remaining provisions. In such event, the Parties shall replace the invalid, illegal or unenforceable provision with a valid, legal and enforceable provision that, to the greatest extent possible, reflects the original intent and economic purpose of the invalid, illegal or unenforceable provision.

13 Availability

(1) Access to SMA Premium or individual or all content may be temporarily unavailable, namely

- during normal maintenance or update periods,
- in the event of power or server failures beyond SMA's control,
- as a result of war, riots, civil unrest, or
- other circumstances beyond SMA's control.

(2) SMA shall take reasonable steps to inform the Customer of such restrictions as early as possible.

14 Right of Withdrawal

If the Customer is a consumer, the Customer is entitled to a right of withdrawal in accordance with the following provisions. "Consumer" means any natural person to whom SMA Premium is supplied by SMA, acting in the course of its professional economic activity, for purposes not intended for the Customer's professional use.

Instructions Concerning Right of Cancellation

You have the right to withdraw from this Contract within fourteen days without giving reasons.

The withdrawal period is fourteen days from the date of conclusion of the Contract.

In order to exercise your right of withdrawal, you must inform us (SMA Solar Technology AG, Sonnenallee 1, 34266 Niestetal, Germany, +49 561 95 22-0, order@SMA.de) by means of a clear declaration (e.g., a mailed letter or e-mail) of your decision to withdraw from this Contract. You can use the attached sample withdrawal form for this purpose, but it is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

Consequences of Withdrawal

If you withdraw from this Contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your withdrawal from this Contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

Sample Withdrawal Form

(If you want to withdraw from the Contract, a form requesting the following information must be completed and returned to us.)

- To: SMA Solar Technology AG, Sonnenallee 1, 34266 Niestetal, Germany, order@SMA.de
- I/we (*) hereby withdraw from the Contract concluded by me/us (*) to purchase the following goods (*) / to perform the following service (*)
- Ordered on (*)/received on (*)
- Name of the Consumer(s)
- Address of the Consumer(s)
- Signature of the Consumer(s) (only if sent by hard copy)
- Date

(*) Exclude if not appropriate.

15 Choice of Law; Alternative Dispute Resolution

(1) These GTC are governed by the law of the Federal Republic of Germany (to the exclusion of its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods). For consumers, this choice of law applies only insofar as this does not remove the protection afforded by mandatory provisions of the law of the state in which the consumer's habitual residence is located.

(2) Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relation provided that the Customer is a merchant, a legal entity under public law or a special asset under public law. If the Customer is a consumer, nothing in these GTC shall limit or deprive the Customer of the right to bring proceedings before the courts of the country in which the Customer is domiciled.

(3) In the event the claimant is a consumer, whose residence or habitual residence is in the European Union or in Countries which are contracting Parties to the Agreement on the European Economic Area, the following shall apply: SMA is principally in favor to attend a dispute settlement procedure at the General Consumer Conciliation Body of the Centre for Conciliation in Germany: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl.