

# User Terms and Conditions of the mySOLON Monitoring Portal and SOLON Vega.

1. These User Terms and Conditions („Terms“) set forth the terms and conditions that govern your use of the mySOLON Portal („Monitoring Portal“) and the SOLON system to monitor and control plant sites („SOLON Vega“). SOLON Vega is an internet-based monitoring tool that depicts performance data of photovoltaic power plants („PV Power Plant“).
2. SOLON Vega is provided by SOLON. Performance data is stored on servers that are located in a data processing center in Germany.
3. As used herein, the terms „us,“ „we,“ or „our“ means SOLON Energy GmbH, affiliated entities or divisions thereof („SOLON“), and any agent, independent contractor, designee, or assignee that SOLON may, at its sole discretion, involve in the provision of SOLON Vega; and the terms „you“ or „your“ mean the person or entity which has purchased or licensed SOLON Vega („Customer“) or the individual accessing or using SOLON Vega.
4. When you use or access, or permit any other persons or entities to use or access SOLON Vega, you agree to the terms and conditions of these Terms, personally or on the Customer’s behalf, as applicable. By using or accessing SOLON Vega, you represent and warrant that you are the Customer, or an employee, contractor or agent of the Customer who is authorized to use SOLON Vega on the Customer’s behalf.
5. We may amend these Terms subsequently. In such event, we shall give notice to you on the changed Terms and highlight changes. If you do not agree with the amendments, you may object to the changes within six weeks after receipt of the amendment notice. If you do not object to the amendment within the time set forth, changes are deemed accepted. In the event of an objection on due date the Terms in their unaltered version shall remain applicable. We shall then be entitled to terminate SOLON Vega according to section 16.
6. SOLON owns all worldwide intellectual property rights of the Monitoring Portal and SOLON Vega. We grant to you, for your personal or internal business purposes only, a non-exclusive, limited and revocable right to access and use SOLON Vega in connection with your permitted use. Except as explicitly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Monitoring Portal or SOLON Vega. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Monitoring Portal or SOLON Vega.
7. You are responsible for obtaining, paying for, installing, maintaining, and operating all communications equipment and services and computer equipment necessary for your SOLON Vega access, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation we provide to you in connection with SOLON Vega at any time. In addition, you acknowledge that you are solely responsible for all costs relating to the communication of SOLON Vega with the data service provider. We are not responsible for any errors or problems that arise from the malfunction or failure of your equipment or any communications services obtained by you.
8. You may access SOLON Vega by using standard internet browsing software. You acknowledge that we are not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, any browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the internet. We make no endorsement of any specific browser software. Your use of any browser may also be subject to the license agreements of the browser licensor, and you are solely responsible for complying with any such licensor’s terms in addition to the provisions of these Terms.  
You are additionally responsible for obtaining internet services via the Internet Service Provider („ISP“) of your choice, for any and all fees imposed by such ISP and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet and you hereby expressly assume such risks (to the extent the law allows you to do so).  
You acknowledge that you have requested the Service for your convenience, have made your own independent assessment of the adequacy of the internet as a delivery mechanism for accessing information and initiating instructions, and that you are satisfied with that assessment. We are not responsible for any internet access services, or for any security, corruption, transmission error, and access availability risks associated with use of the internet.
9. SOLON Vega contains graphical works, applications and other materials of SOLON („SOLON Content“). SOLON Content is protected by copyright, trademark, patent, trade secret and other laws, and SOLON owns and retains all of its rights in the SOLON Content, the Monitoring Portal and SOLON Vega.  
Except as expressly permitted herein or by applicable law, you may not, directly or indirectly, copy, further develop, reverse engineer, reproduce, republish, download, post, broadcast, transmit or otherwise use the SOLON Content.  
You hereby declare and assure that all users of SOLON Vega are either owners of the PV Power Plant or in any way allowed to gather, use and process PV Power Plant data depicted and transmitted via the Monitoring Portal and SOLON Vega.  
Certain third party data or other information may be provided by the Monitoring Portal („Third Party Content“). SOLON is not responsible for any incorrect or inaccurate Third Party Content posted on or made available through the Monitoring Portal or in connection with SOLON Vega. Third Party Content may contain links to other websites. SOLON is not responsible for the content, accuracy or opinions expressed on by the Third Party Content or through such linked websites, and such Third Party Content and linked websites are in no way investigated, monitored or checked for accuracy or completeness by SOLON.

10. Access to SOLON Vega is provided exclusively via [www.solon.com](http://www.solon.com). Any other way of data exchange (e.g. via File Transfer Protocol, FTP) is not part of the offer.

11. To prevent unauthorized access to your data and to prevent unauthorized use of SOLON Vega, you agree to protect and keep confidential your password used to access SOLON Vega, or other means of accessing data or information via SOLON Vega. The loss, theft, or unauthorized use of your username and password could result in corruption or loss of your PV Power Plant data. You may not provide your username and password to other individual. If you disclose your username and password to any person or entity, you assume all risks and losses associated with such disclosure. If you permit any other person or entity to use SOLON Vega or to access or use your password or other means to access your data, you are responsible for any activities performed and for any use of such data by such persons or entities.

We may at our option change the parameters for the password without prior notice to you, and if we do so, you will be required to change your password.

You are only allowed to grant user rights to a third party after you obtained written permit by SOLON.

12. You may choose to receive certain reports and notifications regarding performance data of components, as well as other data and information related to the site, SOLON Vega, the PV Power Plant and its performance. Such reports will be sent to you electronically to the email address that you provide when you register for SOLON Vega. You agree that by using SOLON Vega that all notices or other communications which may be required to give you arising from our obligations under these Terms or the Service may be sent to you via the email address that you provide when you register for SOLON Vega.

13. We may, from time to time, introduce new features to SOLON Vega or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features.

14. The access to the Monitoring Portal and SOLON Vega and the provision of new functions is chargeable. The applicable fees and the ruling contract conditions are set out in a separate agreement.

15. Subject to the exceptions set forth in this section, SOLON's liability, irrespective of its legal basis, shall be limited as follows:

- a) SOLON does not make any warranties or representations regarding the provision of SOLON Vega. In particular, SOLON does not guarantee the correctness or completeness of the information and data provided by SOLON Vega.
- b) SOLON's liability for the negligent breach of material obligations under these Terms - fundamental obligations which are necessary for the performance of SOLON Vega - shall be limited to the typically predictable damage.
- c) SOLON shall not be liable for the negligent breach of immaterial obligations under these Terms.

The foregoing limitations of liability shall not apply in the following events:

- cases of mandatory statutory liability (in particular arising from the German Product Liability Act);
- liability arising from the breach of guarantees;
- liability for deliberate or gross negligent damage to life, body or health.

16. You acknowledge that the Monitoring Portal and SOLON Vega may be suspended for reasons beyond the control of SOLON. SOLON shall have no liability for any temporary suspension of the Monitoring Portal and SOLON Vega, and SOLON shall have no responsibility to provide Customers with advance notice of such suspension. Planned downtime intervals, e.g. necessary system updates, will be conducted between 5 and 10 pm (CET) if possible ("Maintenance Interval"). During the Maintenance Interval the access to SOLON Vega may be limited. The Maintenance Interval does not include downtime due to unforeseeable events. We will provide you with 90 days written notice prior to any termination of SOLON Vega, except where termination of the Monitoring Portal or SOLON Vega relates to your cessation of use of SOLON Vega, your failure to meet payment or other obligations to us or breach of these Terms or other agreement between you and us (including any agreement regarding payment), in which case no notice will be provided. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

17. These Terms shall be governed by our privacy policy which is available at [www.solon.com/global/imprint/](http://www.solon.com/global/imprint/). As further set out therein, we will keep confidential all personal and commercial data and records related to your account with us, including all information collected by SOLON Vega and all information presented on the Monitoring Portal and through SOLON Vega.

If any username or password we provide to you is provided to you as a representative of the Customer registered with SOLON Vega, it may not be retained by you after any termination of your relationship with such Customer. You agree to inform us immediately if a person with access to a password leaves the employment of the entity to which that password has been assigned.

18. The Monitoring Portal may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk and subject to any applicable terms of use of such sites.

19. These Terms and their enforcement shall be governed by the laws of Germany, without regard to any choice of law provision, and

shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. If you access this site from another jurisdiction, you are responsible for ensuring compliance with any local laws relating to access and use of the Monitoring Portal.

We will not be deemed to have waived any of our rights or remedies under these Terms unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of these Terms conflicts with the law under which these Terms are to be construed or if any provision of these Terms held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.