# SOLAR.WEB API TERMS OF USE
# and API SERVICE LEVEL CONDITIONS
# (SOLAR.WEB API TERMS OF USE)

(Version 1.0, valid from 19-05-2021)

The **Fronius company** specified for the country in which the Contract Partner or user is domiciled ("**Fronius"**) as defined in Appendix 1 is the Contracting Party for the use of the Fronius SOLAR.WEB API by the Contract Partner or user (individually or jointly referred to as the "**Contract Partner**"), where the Contract Partner and Fronius are individually or jointly referred to as the "**Contracting Parties**" in these SOLAR.WEB API Terms of Use.

## 1.    FRONIUS SOLAR.WEB API AND SCOPE OF THESE SOLAR.WEB API TERMS OF USE

**1.1.**    Fronius is a global company active in the fields of welding technology, photovoltaics, and battery charging technology and has developed an application programming interface (hereinafter "**API**") for its inverters (hereinafter "**Fronius products**") which allows monitoring of the energy flow and energy balance and retrieval of energy-related inverter data.

**1.2.**    The Contract Partner guarantees that it is an entrepreneur as defined by consumer protection law and, following the conclusion of an agreement with Fronius based on these SOLAR.WEB API Terms of Use (the Fronius order forms refer to these SOLAR.WEB API Terms of Use) on the API, shall receive access to data, which a Fronius product collects, in order to use these data or make them available to its customer. If personal data of the Contract Partner's customer are processed and the Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data (hereinafter GDPR) applies, Fronius shall act as a processor for the Contract Partner (as defined by Art. 28 of the GDPR) and the Contract Partner assures Fronius that it is entitled to process the data of the Contract Partner's customer (in particular pursuant to Art. 5 et seq. of the GDPR). See the additional data protection regulations in Point 7.

**1.3.**    By ordering or using the Fronius SOLAR.WEB API, the Contract Partner recognizes (and guarantees that the users are committed to complying with the SOLAR.WEB API Terms of Use) the exclusive validity of these SOLAR.WEB API Terms of Use. The Contract Partner's general terms and conditions or similar, which differ from these Terms of Use, do not apply.

## 2.    (ADDITIONAL) DEFINITIONS

**2.1.**    "API"                                      means the Fronius interface.

| "Data protection regulations" | means any legal standard currently in force which serves to protect natural persons with regard to the processing of personal data and to which a Contracting Party is subject. |
| --- | --- |
| "Data" | means the data made available to the Contract Partner by Fronius via the API. |

## 3. LICENSE

**3.1.** Fronius grants the Contract Partner, and the Contract Partner accepts, a non-exclusive, global, non-transferable, non-sub-licensable license to use the API during the term of this Agreement.

**3.2.** In addition, Fronius grants the Contract Partner, and the Contract Partner accepts, a worldwide, non-exclusive, irrevocable, non-sub-licensable, and non-transferable license to process the data.

## 4. OBLIGATIONS OF FRONIUS

**4.1.** The Contract Partner accepts the conditions defined in the interface documentation and shall maintain its system in line with these specifications. The interface documentation can be accessed at https://www.fronius.com/~/downloads/Solar%20Energy/User%20Information/SE_UI_API_InterfaceDocumentation_EN.pdf. Fronius is authorized to make technical changes to the specifications, if such changes are necessary for good cause, particularly due to new technical developments, changes to the legal situation, or other equivalent reasons. However, such changes have no impact on the payment obligations as defined in Point 5. Fronius is also otherwise entitled to modify the services and specifications and shall notify the Contract Partner of such changes as soon as possible, in which case any changes that represent a material disadvantage for the Contract Partner shall entitle the Contract Partner to a special right of termination at the time of the change. Further claims are excluded.

**4.2.** After successful connection to the API, Fronius shall disclose the data via the API or transmit the data in compliance with the service levels defined in Appendix 2.

**4.3.** Fronius shall endeavor to notify the Contract Partner (if possible) four weeks in advance if new releases, updates, upgrades, bug fixes, or patches are produced in relation to the API that could have an effect on the services offered.

**4.4.** Fronius shall endeavor to send the Contract Partner notification containing documentation as soon as possible if any urgent bug fixes or patches have to be implemented in connection with the API.

**4.5.** Fronius shall endeavor not to restrict, block, limit, or hinder use of the API, provided the Contract Partner does not make excessive use of the API. If Fronius restricts, blocks, limits, or hinders use

of the API for maintenance purposes or due to other technical requirements, Fronius is obliged to communicate this within 14 days, stating the reasons.

## 5. REMUNERATION AND API TEST CUSTOMERS

**5.1.** In return for fulfilling its obligations, the Contract Partner shall pay Fronius the fee agreed in the Fronius order form in accordance with the terms of payment agreed in the form based on the data plan.

**5.2.** Fronius is entitled to update the price list as defined in the order form in line with changing market conditions no more than once a year if there are significant changes in procurement costs or changes in sales tax, exchange rate fluctuations, or procurement prices. The Contract Partner will be notified of changes at least one month in advance in written or electronic form.

**5.3.** Unless otherwise agreed, payments are due 30 days after receipt of the invoice without any deduction. In the event of default in payment (including default for which the Contract Partner is not responsible), Fronius is entitled to charge default interest equal to ten percentage points above the applicable base rate announced by the Austrian National Bank, but at least 12% per annum. Furthermore, Fronius may also assert claims for other damages incurred for which the Contract Partner is responsible, in particular the necessary costs for appropriate extra-judicial debt collection measures, provided that these are proportionate to the receivable being collected.

**5.4.** No payment obligation exists for Contract Partners who have been expressly approved as "API test customers" by Fronius.

## 6. CONFIDENTIALITY

**6.1.** The Contracting Parties shall treat the contents of this contract, together with its appendices, and all data received during the execution of the contract, as well as information, documents, and business and trade secrets of which they become aware in relation to the other Contracting Party in connection with the fulfillment of the contract, as confidential and shall not disclose it to any third parties, with the exception of affiliated companies (parent companies and subsidiaries) and persons who are subject to professional secrecy, unless statutory disclosure requirements exist or the information needs to be disclosed to execute this contract. This confidentiality obligation does not apply in relation to the system data that is made available to be provided to the relevant system operator.

**6.2.** The Contracting Parties shall contractually commit employees as well as any commissioned third parties to this confidentiality obligation. If one of the Contracting Parties neglects to impose the confidentiality obligations, it shall be liable for all resulting damages, including any lost earnings.

**6.3.** The confidentiality obligation as defined in this point also remains in place after this contract is terminated, for whatever reason, for a period of three years after termination.

**7. INTELLECTUAL PROPERTY, RIGHTS TO DATA, AND DATA PROTECTION LAW**

**7.1.** The Contract Partner acknowledges that Fronius retains all intellectual property rights or all other rights to the jointly used data and the API. The Contract Partner furthermore declares that it has an express contractual obligation to treat the data and protect it against third parties as if Fronius were its owner.

**7.2.** The Contracting Parties mutually guarantee compliance with all applicable data protection provisions.

**7.3.** Insofar as the GDPR applies and Fronius is the data protection processor (within the meaning of Art. 28 GDPR) for the personal data processed by Fronius for the Contract Partner or user, Fronius shall exclusively process these personal data (type of personal data: name, system data, position data; data category: customer data) and processing results within the scope of the documented orders, namely to provide the service as described above. Fronius has committed all persons assigned to process the data to confidentiality, including data secrecy (in particular, beyond their departure from the company) prior to commencing activities. Fronius has taken all necessary measures to ensure the security of the processing as required under data protection law. Fronius shall diligently, but based on the applicable fees, cooperate in responding to any requests based on the rights of data subjects in accordance with Chapter III of the GDPR and/or Fronius shall forward requests received from data subjects to the Contract Partner. In addition, Fronius shall adequately cooperate in data security measures, notifications of privacy breaches, and any data protection impact assessments concerning its activities. Fronius grants a right of access and control at any time in relation to the data. Fronius shall exclusively process personal data relating to the EU within the EU or the EEA. Fronius is entitled to appoint subprocessors, but must inform the controller in good time so that the customer has the opportunity to lodge (legitimate) objections to these kinds of changes.

**7.4.** The Contract Partner guarantees that Fronius is entitled to process the data of the Contract Partner's customer and indemnifies Fronius in this respect, regardless of fault.

## 8. LIABILITY

**8.1.** For damages of any kind, Fronius only has unlimited liability if the Contract Partner can prove that Fronius caused them intentionally or through gross negligence. If the Contract Partner can prove that Fronius caused the damage through slight negligence, the obligation to pay compensation is limited to the actual damage and, in addition, is limited in total for each individual claim to the amount invoiced in the previous month.

**8.2.** API test customers use the Fronius API services free of charge and waive any liability claims.

**8.3.** The aforementioned limitations of liability do not apply for liability under mandatory liability legislation and for personal injury.

**8.4.** All claims can only be asserted in court within six months of the damage becoming known.

**8.5.** When using the API, the Contract Partner is obliged to comply fully with the relevant legal situation and to inform Fronius immediately of any circumstances arising from national regulations in this respect. This applies in particular to any infringement of rights of third parties, in particular but not limited to intellectual property rights. The Contract Partner shall indemnify Fronius in full for any resulting infringements.

## 9. TERMINATION

**9.1.** The Agreement enters into force on the date that Fronius accepts the Contract Partner's order form and remains in full force and effect for a period of one year from that date. The API shall be made available after the necessary adaptation work has been carried out, no later than 14 days after acceptance.

**9.2.** The Agreement shall be automatically extended for further periods of one year at a time, unless one of the Contracting Parties serves written notice of termination to the other Contracting Party three months before the end of the Agreement period, at the end of the month.

**9.3.** Furthermore, each Contracting Party has the right to terminate this Agreement with immediate effect by written notice to the other Contracting Party for good cause. Good cause shall be deemed to be a material breach of these SOLAR.WEB API Terms of Use as well as a default in payment by the customer which, despite written notification specifying the details of the breach and requesting that it be remedied, is not remedied within 30 days.

**9.4.** Termination shall take place without prejudice to any other rights or remedies of either Contracting Party under this Agreement and shall not affect any rights or obligations of either Contracting Party accrued at the date of termination, nor shall termination affect any rights or obligations of either Contracting Party to be observed or fulfilled after termination.

**9.5.** Fronius acknowledges that the Contract Partner has no obligation towards Fronius to return or destroy the data after receipt. Any obligations under the applicable data protection provisions remain unaffected.

## 10.  TRANSFER OF RIGHTS

**10.1.** The Contracting Parties' rights and obligations may not be transferred to a third party, either in whole or in part, without the prior written consent of the other Contracting Party.

## 11.  PLACE OF JURISDICTION

**11.1.** The place of performance for services and payments is the registered office of the Fronius company defined as the Contract Partner as per Appendix 1. The exclusive place of jurisdiction is Wels, Austria. However, Fronius is also entitled to take legal action against the Contract Partner at the court that has jurisdiction over the subject matter or location in accordance with the regulations applicable at its registered office or domicile.

**11.2.** Legal disputes shall be dealt with exclusively in accordance with Austrian law. The provisions of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Federal Law Gazette 1988/96) and the provisions of international private law (conflict of laws) shall not apply.

## 12.  MISCELLANEOUS

**12.1.** Should individual provisions of this Agreement prove to be legally ineffective or unenforceable, or contain loopholes, the parties are obliged to replace the ineffective or unenforceable provisions with effective and enforceable provisions that come as close as possible to the intention of the Contracting Parties at the time when the respective provisions were agreed. The effectiveness of the remaining provisions shall remain unaffected.

**12.2.** There are no verbal ancillary agreements. These SOLAR.WEB API Terms of Use, together with the order form, represent the entire agreement between the Contracting Parties in relation to the services for the SOLAR.WEB API (in particular, any deviating conditions supplied by the Contract

Partner do not apply) and replace all other previous agreements, arrangements, negotiations, and transactions between the Contracting Parties in this respect, unless otherwise indicated.

**12.3.** Amendments and additions to the agreements are not valid unless made in writing.

## APPENDIX 1—LIST OF CONTRACT PARTNERS

| For contractual partners with office in: | Fronius company as contracting party |
|---|---|
| Albania, Andorra, Anguilla, Antigua and Barbuda, Argentina, Armenia, Aruba, Austria, Bahrain, Bangladesh, Barbados, Belarus, Belgium, Bermuda, Bonaire, Burkina Faso, Saint Eustatius, Saba, Bosnia and Herzegovina, Bulgaria, Cambodia, Chile, Colombia, Congo, Democratic Republic of (Kinshasa), Croatia, Cuba, Curacao, Cyprus, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, Estonia, Finland, Georgia, Ghana, Grenada, Guyana, Haiti, Hong Kong, Hungary, Iceland, Indonesia, Iran, Iraq, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kosovo, Kuwait, Latvia, Lebanon, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Malaysia, Mali, Malta, Moldova, Montenegro, Montserrat, Myanmar, Namibia, Netherlands, Nigeria, Norway, Oman, Pakistan, Palestinian Territory, Peru, Philippines, Qatar, Romania, Russia, Saint Lucia, Saint Martin, Saudi Arabia, Serbia, Singapore, Slovenia, South Africa, South Korea, Sri Lanka, St. Kitts and Nevis, St. Vincent and the Grenadines, Sweden, Taiwan, Tanzania, Thailand, Trinidad and Tobago, Tunisia, Uganda, Ukraine, United Arab Emirates, United States Virgin Islands, Uruguay, Vietnam, Virgin Islands, British, Yemen, Zambia, Zimbabwe | Fronius International GmbH Froniusstraße 1 A-4643 Pettenbach |
| Germany | Fronius Deutschland GmbH Fronius Straße 1 D-36119 Neuhof-Dorfborn |
| Australia, New Zealand | Fronius Australia Pty Ltd 90-92 Lambeck Drive Tullamarine VIC 3043 |
| Poland | Fronius Polska Sp. z o. o. ul. Gustawa Eiffel`a 8 44-109 Gliwice |
| Italy, San Marino, Vatican City | Fronius Italia S.r.l. a Socio Unico Via dell'Agricoltura 46 37012 Bussolengo (VR) |
| Puerto Rico, USA | Fronius USA LLC 6797 Fronius Drive 46368 Portage, IN |
| Spain, Portugal | Fronius Espana S.L.U. C/ Miguel Faraday 2 ES-28906 Getafe (Madrid) |
| Belice, Costa Rica, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama | Fronius México S.A. DE C.V. Ctra. Monterrey-Saltillo 3279, Col.Privadas de Santa Catarina Santa Catarina Nuevo León, CP 66367 |

| Algeria, France, Monaco, Morocco, Wallonia (French-speaking part of Belgium) | Fronius France S.A.R.L.<br>ZAC du Moulin 8, rue du Meunier<br>BP 14061, 95723 Roissy CDG Cedex |
|---|---|
| Greece | Fronius Hellas Monoprosopi I.K.E.<br>Γεωργίου Παπανδρέου 141<br>GR-14452 Μεταμόρφωση Αττικής |
| Czech Republic, Slovakia | FRONIUS Česká republika s.r.o.<br>Tovární 170<br>381 01 Český Krumlov |
| Ireland, United Kingdom | Fronius U.K. Limited<br>Maidsone Road, Kingston<br>Milton Keynes, MK10 0BD |
| Liechtenstein, Switzerland | Fronius Schweiz AG<br>Oberglatterstrasse 11, Industriegebiet Meienbreiten<br>CH-8153 Rümlang |
| Canada | Fronius Canada Ltd.<br>2875 Argentia Road, Units 3-6<br>Mississauga, ON L5N 8G6 |
| India | Fronius India PVT. LTD<br>GAT no 312, Nanekarwadi, Chakan, Taluka- Khed District<br>Pune 410 501 |
| Turkey | Fronius Istanbul Elektronik Ticaret ve Servis LTD. ŞTİ.<br>Aydınlı Mah. Birlik O.S.B. Batı cad. 3.sok. No:1<br>34953 Tuzla Istanbul |
| Brazil | Fronius do Brasil Comércio, Indústria e Servicos Ltda<br>Rua José Martins Fernandes<br>601 Batistini, São Bernardo do Campo, SP |

## APPENDIX 2—SERVICE LEVEL

1. Availability

1.1. Fronius will ensure availability of at least 99.9% 24 hours per day, 7 days per week.

1.2 The API shall be deemed unavailable if the Fronius API cannot provide data at the place of performance due to an unplanned (system) failure and/or connection or authorization problem for which Fronius is responsible. Failures or connection or authorization problems for which Fronius is not responsible — for example during necessary and announced maintenance operations — will be disregarded.

2. Pass rate

2.1. Fronius will ensure a 99.9% success rate for correctly formatted API retrievals.

3. Transactions per period

3.1 The Contracting Parties agree that the average volume per hour will remain below ten transactions per second.

4. Service credits

4.1. In the event that the API does not function in accordance with this section due to technical problems, the Contract Partner will be entitled to service credits of the monthly fee payable in the month in which the event in question occurs, based on the following table:

| | Monthly availability in percent | Service credits in percent |
|---|---|---|
| 1 | Equal to or greater than 99.0% but less than 99.9% | 10% |
| 2 | Less than 99.0%. | 50% |

4.2. There shall be no entitlement where the Contract Partner and/or the third party engaged by it does not ensure unrestricted cooperation with the Fronius Support team, in particular by not providing all the information that the Fronius Support team reasonably requires and by not carrying out maintenance, repairs, and corrective measures in accordance with the instructions of the Fronius Support team.

4.3. For the calculation of service credits, the downtime begins at the time Fronius receives notification from the Contract Partner about the failure of the API and ends when the connection to the API is restored.

4.4. The Contract Partner must claim service credits from Fronius in writing within 60 days of the end of the respective quarter, otherwise they will expire. Logs documenting the errors and verifiably confirming the claimed non-availability of the API must be submitted with the claim.

4.5. If the Contract Partner submits its claim in good time and in the manner described, and if it is established that the claim is justified, Fronius will regard the resulting service credit as a credit note.