



Terms of Use for the SMA Developer Portal

With the SMA Developer Portal within the framework of the website <https://developer.sma.de/> (hereinafter referred to as the "Website"), the company SMA Solar Technology AG (hereinafter referred to as "SMA") provides registered qualified persons, insofar as they are contractors within the meaning of § 14 German Civil Code or Consumers with the meaning of § 13 German Civil Code (hereinafter referred to as "user"), with the option of downloading or acquiring SMA communication interfaces and APIs (hereinafter referred to as "products") and on the basis of the following terms of use.

I. AREA OF APPLICATION

1. These terms of use regulate the access to and the use of website functions made available on the website by SMA.
2. With the use of the website you acknowledge these terms of use and enter into a contract of use between yourself and SMA which is subject to these terms of use. You can print out these terms of use.
3. Insofar as fee-based products are made available on the website, these are subject to further legal conditions ("special conditions") in addition to these terms of use which will be displayed during the respective order process or will be made available to the customer during the initial business contact. The presentation of the products offered against payment on the website does not constitute a legally binding offer. The agreement of a binding contract for fee-based products is subject solely to the special conditions of SMA applicable in each case.
4. The user of the website expressly acknowledges by agreeing to these terms of use that when using fee-based products, inclusion of the user's general terms and conditions is precluded and the user does not have the right to demand such an inclusion. This is also applicable when within the framework of an on-going business relationship between the user in question and SMA the general order conditions or purchasing conditions of the user apply for products or products other than the fee-based service.

II. USE AND REGISTRATION / USE FOR THIRD PARTIES

1. Registration is partly required for the use of the website. The user is obliged to treat the received downloads as confidential. This registration entitles the user to use the acquired or downloaded products only within the scope of the intended areas of application and pursuant to these terms of use and if applicable to the special conditions in place for the fee-based products.
2. The approval of a user to receive downloads e, the limitation and the exclusion thereof are at the discretion of SMA.
3. In the event of the suspicion of misuse SMA has to be informed immediately. Should SMA become aware of this, SMA is permitted to take the necessary steps and, particularly in the case of misuse, to exclude the unauthorized user from further use of the website. Misuse exists in particular if the user does not follow the obligations laid out in paragraphs III.2 and III.3, uses the website for criminal or other illegal purposes, conducts disruptive access that leads to an excessive load of the website (e.g. sending mass notifications or messages

[spam]) or leads to an unreasonable nuisance to other users as well as any kind of electronic attacks on the website or on individual users and SMA (e.g. hacking or the use of and/or the distribution of viruses, worms, Trojan horses).

III. USE LIMITATIONS

1. The website made available for use and the products available therein have been developed by SMA and are subject to copyright protection. SMA possesses all use and distribution rights.
2. The user may only use information called up and the results of the Internet products within the framework of these terms of use and in the event of the use of fee-based products in accordance with the respective valid special conditions of SMA for these. The use of computer programs for the automatic capture of data, such as crawlers, is prohibited in all cases.
3. The content available via the website may not be copied, distributed or made otherwise public without the agreement of the respective rights owner.

IV. CHANGES TO THE WEBSITE CONTENT

1. SMA reserves the right to change, add to or delete the design and content of the website or to cease publication of the products temporarily or permanently without prior notice.
2. Insofar as claims due to changes to or the discontinuation of products are granted in these terms of use, the user is not entitled to any claims for damage, compensation claims or other claims.

V. REFERENCES AND LINKS, DESCRIPTIONS OF THE SERVICES

Insofar as the website contains links or references to third-party websites, the following applies:

1. The responsibility for this third-party content lies solely with the provider making this content available. SMA only provides access to this content. SMA has no influence on the current appearance, content or authorship of linked/referenced sites. For this reason, SMA hereby expressly distances itself from all linked/referenced site content.
2. The provider of the site that was referenced and not the one that is simply referencing the respective publication via links is solely responsible for illegal, faulty or incomplete content and in particular for damages arising from the use or disuse of third-party information.

VI. STATUTORY WARRANTY AND LIABILITY

1. SMA assumes no liability for the accuracy, timeliness, correctness, completeness or quality of the information and products provided.
2. All liability claims against SMA which refer to damages of a material or intellectual nature caused by the use or disuse of free information /downloads presented or by the use of incorrect and incomplete free information or downloads are excluded, provided that there are no demonstrably intentional or grossly negligent faults on the side of SMA. In particular, this applies to damages arising from loss of use,

data loss or yield loss. Liability for data loss is limited to the typical restoration costs, which would have occurred during the regular and risk-pertinent production of back-up copies.

3. Any damages, impairments or losses caused by the use of free services and/or products or SMA API do not justify any claims against SMA, provided that there is no demonstrable intentional or grossly negligent fault on the part of SMA. The use of the provided content and the obtained results are exclusively at the risk of the user
4. It is the sole responsibility of the user to examine the contents of the results obtained from the use of the website and provided search functions, and their suitability for the respective purpose. A right of the user to the temporal availability of the website as well as 100% data availability does not exist.
5. The provisions of the special conditions of SMA apply in the event of defects of fee-based products and the liability arising from the breach of contractual obligations forming the basis of fee-based products.

VII. CHANGES TO THE TERMS OF USE

SMA reserves the right to make changes to these Terms of Use at any time in the event that this is necessary for legal or practical reasons. SMA will communicate changes to the terms of use in a timely manner prior to their coming into force. The changes will become effective if the user does not make an objection within two weeks. Upon communicating these changes, SMA will make the user aware of his/her right to object and the consequences of not doing so.

VIII. DATA PROTECTION AND COOKIES

The data protection declaration applicable for the use of the website and information on the use of cookies are available at

<https://www.sma.de/en/data-protection-declaration> for viewing and printing out.

IX. MISCELLANEOUS

1. These terms of use shall be governed by the substantive and procedural laws of the Federal Republic of Germany.
2. Insofar as the user is a merchant according to the German Commercial Code, is a legal entity under public law or is a person governed by public law, Kassel will be the exclusive place of jurisdiction for all disputes arising out of these terms of use.
3. In the event that the user 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 Center for Conciliation in Germany: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl, Germany.
4. Insofar as sections or individual formulations of these terms of use do not reflect or no longer fully reflect the prevailing legal norms, the remaining parts shall remain unaffected in their content and validity. In place of the ineffective provision, a provision to be determined through interpretation becomes effective that most closely approximates the ineffective provision legally in respect of the commercial intent and purpose.

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SMA Solar Technology AG

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