

MY SOLAR – SOLAR AS A SERVICE - TERMS OF SERVICE

1. COMMENCEMENT AND TERM

- 1.1 These terms and conditions (the “**Terms Of Service**”) together with the Service Agreement executed by you (“**Client**”) and My Solar Projects I Limited (“**MySolar**”) in respect of the management, service and provision of the technology and support required to operate Client’s MySolar PV forms the agreement between the Parties (“**Agreement**”).
- 1.2 In some areas you will have different rights under these Terms of Service depending on whether you are a business or consumer.
 - (a) The Client is a consumer if the Client is an individual purchasing the Solar PV Services (defined below) on their own account or for personal / domestic use and not in connection with a trade or business. Some of the terms and conditions in this Agreement may be modified or disappplied where you are a consumer, as further detailed below and nothing in this agreement shall affect your statutory rights.
 - (b) If you are purchasing the Solar PV Services as a business the entirety of these Terms of Service apply to our Agreement with you
- 1.3 The Agreement become binding on Client and MySolar (the “**Parties**” and each a “**Party**”) immediately upon the execution by both Parties of the Services Agreement. Unless terminated early in accordance with these Terms of Service, this Agreement shall commence on execution by the Parties of the Service Agreement and run for the term indicated on the Service Agreement (“**Term**”).
- 1.4 Capitalised terms used in the Agreement shall have the meanings set forth in these Terms of Service and the Service Agreement.
- 1.5 In the event of any conflict between the Service Agreement and these Terms of Service, the Service Agreement shall prevail to the extent of such conflict.

2. SOLAR PV SERVICES

- 2.1 If the Client is a consumer the Client has a right to change their mind without giving any reason:
 - (a) within 14 days of entering into this Agreement if you subscribed to the Solar PV Services over the phone or online;
 - (b) within 30 days of entering into this Agreement if you purchased the Solar PV Services from MySolar at your home or another location that is not our business premises.
- 2.2 Throughout the Term, MySolar shall provide the system performance, monitoring, and support services listed in clause 2.3 (the “**Solar PV Services**”) to the Client in accordance with these Terms of Service and the Service Agreement.
- 2.3 MySolar, through its suite of software tools and applications and its technical support team, will provide the following:
 - (i) operate and manage Client’s Solar PV System for the generation and supply of electricity to the Site;
 - (ii) optimize Client’s Solar PV System to ensure ongoing certainty of energy generation and continued peak performance;
 - (iii) real-time monitoring of Solar PV System as required if an issue is reported;
 - (iv) support services via our call centre available Monday-Friday 8am to 5pm for all issues and technical support in respect of the Solar PV System;
 - (v) provide software application set up, training and support for the Client during the Term to provide access to insights and data in respect of the Solar PV System such as:
 - (a) energy generated by the Solar PV system;
 - (b) energy consumed vs. exported;
 - (c) performance trends over time;
 - (d) alerts & energy insights;

- (e) automated alerts & reports – any system irregularities or efficiency changes are detected in real-time, ensuring proactive support;
 - (f) educational benefits – Clients can track their energy savings, allowing for smarter energy usage and increased cost efficiency.
 - (vi) Provide inform on energy deals and optimized feed-in tariffs (Client can sell excess energy back to the grid, with potential savings reaching up to two-thirds of their usual electricity cost per kWh).

2.4 The Solar PV System and the Solar PV Services, including but not limited to any firmware or software embedded in the Solar PV System or used to provide the Solar PV Services and the client application, are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions and shall at all times shall be owned by MySolar and/or its licensees. Client shall at all times comply with the end user licence terms in respect of the application and any other software to which it is provided access to through the provision of the Solar PV Services. Client acknowledges and agrees that it is not granted any other right or licence to use the firmware or software embedded in the Solar PV System or used to provide the Solar PV Services. Client expressly agrees that its use of the Solar PV Services shall be exclusively in connection with the Solar PV System. Client shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

3. PAYMENTS

- 3.1 Throughout the Term and subject always to clause 3.3, the Client shall pay to MySolar the monthly charges in respect of the Solar PV Services (the “**Service Charges**”) as set out on Service Agreement.
- 3.2 The Client shall pay to MySolar all Service Charges (and other amounts) due under the Agreement each month by direct debit. The Client agrees to complete a direct debit mandate (in favour of MySolar and/or an Assignee (as defined in clause 9.6) for the Service Charges and not to revoke the mandate until the end of the Term of the Agreement. Under that mandate the Client agrees that MySolar (or any Assignee) will commence deducting the amounts due under this Agreement, thirty (30) days after the commencement of this Agreement.
- 3.3 The Client’s payment of the Service Charges (and other amounts) for any month during the Term shall be:
 - (i) absolute and unconditional and will be made in full by the Client, on the dates they are due, without set-off, restriction, reimbursement or condition and without any defence, deduction or withholding for or on account of any counterclaim (including due to any Defect) or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Client is required by law to make any such deduction or withholding;
 - (ii) only reimbursed to the Client by MySolar for a particular month if a failure in the Solar PV Services was the result of a defect in the Solar PV System or the Solar PV Services and such defect was not due to Client Damage (“**Defect**”), and where such Defect is not remedied for more than 30 days following report of the issue to the MySolar technical support team by the Client, and provided that Customer has all times provided access to the Site and has not hindered MySolar’s efforts to remedy.
- 3.4 “**Client Damage**” shall mean damage for which MySolar is not responsible such as: (i) a fault caused by neglect, accidental or intentional damage or negligence by Client or a third party; (ii) repairs or modifications that have been attempted or carried out by Client or a third party who has not been approved by MySolar; (iii) Client reasonably believes the Solar PV System has not been used or maintained in line with instructions from

us or the manufacturer; (iv) a fault is caused by unrelated faults with the electrical wiring at the Site or voltage limits being exceeded; (v) electrical supply conditions, including supply spikes, overvoltage and ripple current control systems that are outside the specified limits of the Solar PV System components and those defined by applicable supply standards; or (vi) failures or damage caused by events beyond the reasonable control of MySolar and/or the Client (for example lightning strikes, windstorms, sandstorms, natural disasters, acts of war, terrorism, civil disobedience, riots, malicious mischief, vandalism, impacts, fire, prolonged submersion, acts of God or nature).

- 3.5 For the avoidance of doubt, in the event of any Client Damage that impacts the Solar PV Services, any call out charges incurred will be separately invoiced by MySolar and paid by the Client.
- 3.6 If at any time MySolar (or an Assignee) is not in receipt of direct debit amounts payable under this Agreement due to the Client revoking the direct debit instruction or otherwise giving contrary instructions to its bank, then in addition to all its other rights and remedies available, MySolar (or an Assignee) may charge, and the Client shall pay to MySolar (or an Assignee) on demand, the relevant Service Charge(s) plus a €50 handling fee.
- 3.7 If the Client does not pay all or any portion of any Service Charges or call out charges on or before the date such payment is required under this Agreement (such overdue amount hereinafter referred to as the **"Overdue Amount"**), commencing on the relevant payment date, the Client will pay to MySolar interest on that Overdue Amount. The interest shall be calculated per annum on the basis of the Overdue Amount. The interest rate shall be the base lending rate for Euro of Bank of Ireland plc applicable from time to time plus 3% per month, or the highest rate allowed by applicable law, whichever is lower. This clause does not apply if the Client is a consumer.
- 3.8 The Client acknowledges and agrees that, other than a genuine processing error in the billing amount, the Client does not have a right to dispute the Service Charges and/or any Termination Payments. This clause does not apply if the Client is a consumer.
- 3.9 All amounts referred to in this Agreement are exclusive of any applicable VAT if the Client is a business and inclusive of applicable VAT if the Client is a consumer. Where the Client is a business, subject to each party's obligations relating to VAT, each Party shall cause all taxes legally payable by that party arising in connection with this Agreement to be paid.

4. SUSPENSION AND TERMINATION

- 4.1 Subject to Clause 2.1 if MySolar has not received payment of the Service Charges and/or any other amounts due and owing to MySolar following repeated written requests for all such outstanding amounts to be discharged, MySolar may suspend the provision of the Solar PV Services, which may include the Solar PV System no longer generating electricity at the Site.
- 4.2 Once the Solar PV Services have been suspended, if the Client does not discharge all amounts due and owing and restore the direct debit mandate, MySolar may then terminate in accordance with this clause 4.
- 4.3 The occurrence of any of the following events will result in MySolar (or any Assignee as applicable) being able to terminate this Agreement:
 - (i) the Client fails to pay any amount due under this Agreement and such failure is not remedied on or before the date which is twenty (20) business days after the due date for such payment;
 - (ii) where the Client is a business, the Client is unable to pay its debts, or becomes insolvent, bankrupt, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than

for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction;

- (iii) where the Client is a business, the Client ceases or threatens to cease or carry on its business;
- (iv) if the Solar PV System is destroyed by Client Damage;
- (v) where the Client is a business, the Client breaches any representation or warranty given by the Client under or in relation to this Agreement or the Sales Agreement which is or becomes materially incorrect or misleading;
- (vi) where the Client is a business, the Client sells the Site or its leasehold interest in the Site terminates or expires; or
- (vii) the Client fails to perform any obligation, other than payment, in this Agreement provided that, in the case of a breach that is capable of remedy, MySolar shall have first given notice to the Client specifying the breach or default and requiring the same to be remedied within thirty (30) days and the Client shall have failed to comply therewith.

4.4 Notwithstanding any provision to the contrary in this Agreement, upon termination of this Agreement prior to the expiry of the Term and provided such termination is not due to the fault or neglect of MySolar, the Client shall pay to MySolar (or an Assignee) a termination payment (the **"Termination Payment"**) which shall comprise of:

- (i) all arrears of Service Charges and other sums which have accrued due for payment as at the date of termination (including taxes, where the Client is a consumer), and where the Client is a business together with any late payment interest due thereon;
- (ii) a sum equal to all the future or remaining Service Charges which would, but for termination, have fallen due during the Term (assuming continuation of the Agreement for the remaining unexpired period of the Term);
- (iii) any costs incurred by MySolar (or any Assignee, as applicable) in terminating or replacing any funding arrangements entered into in connection with the provision of the Solar PV Service (this does not apply where the Client is a consumer); and
- (iv) any taxes and VAT applicable to any of the foregoing amounts (this does not apply where the Client is a consumer).

4.5 The business Client agrees that the Termination Payment is fair and reasonable estimate of MySolar's (or an Assignee's) loss and not a penalty.

4.6 Upon expiry of this Agreement:

- (i) Client may request MySolar to provide a proposal for a new contract for services;
- (ii) Client may continue to use the Solar PV System without access to the Solar PV Services; or
- (iii) Client may remove and safely and correctly dispose of the Solar PV System at its own cost and risk in compliance with all applicable laws.

5. LIMITATION OF LIABILITY

5.1 Where the Client is a business to the full extent permitted by law, MySolar excludes all express or implied terms, conditions and warranties other than those set out in this Agreement. Access to the application shall be on an "as is" basis and MySolar does not warrant that Client's use of the software as part of the Solar PV Services will be uninterrupted or error-free.

- 5.2 Where the Client is a consumer nothing in this Agreement shall be construed to exclude the liability of MySolar for breach of relevant implied warranties arising under sections 11 to 15 (inclusive) of the Sale of Goods Act 1893 (as amended) and relevant implied warranties in the Sale of Goods and Supply of Services Act 1980.
- 5.3 Nothing in this Agreement is intended to exclude or limit liability for death or personal injury caused by MySolar's negligence, or exclude, restrict or modify any obligation of MySolar if that cannot be lawfully excluded.
- 5.4 To the maximum extent permitted by applicable law, MySolar will not have any liability to Client for any loss of profits, loss of business, loss of data, loss of use, loss of goodwill, or for any indirect, special, incidental, punitive, or consequential damages of any kind however caused and under any theory of liability whether or not MySolar has been advised of the possibility of such.
- 5.5 Subject to clauses 5.2, 5.3 and 5.4, MySolar's total aggregate liability in connection with this Agreement (including for breach of a condition or warranty implied or stipulated into this Agreement by law) is limited to 100% of the total Service Charges paid in the 12 month period preceding the event giving rise to the claim.
- 6. CONFIDENTIALITY**
Each Party agrees and undertakes that it shall keep confidential and secure and shall not at any time disclose to any person any confidential information of the other Party concerning the business, affairs, customers, clients or suppliers of the other Party other than: (i) disclosures to its employees, affiliates, funders, subcontractors, officers or advisers on a strictly need to know basis and provided they are also contractually bound not to disclose such information and to protect the confidentiality thereof; and disclosures required by law, any court or governmental or regulatory authority.
- 5. DATA PROTECTION**
MySolar shall process all personal data in accordance with its privacy policy available at <https://mysolar.ie/privacy-policy/> and applicable laws (including the General Data Protection Regulation).
- 6. FORCE MAJEURE**
MySolar shall not be liable to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic, provided that Client is notified of such an event and its expected duration. In such circumstances MySolar shall be entitled to a reasonable extension of the time for performing its obligations.
- 7. GENERAL**
- 9.1 Interpretation. The following rules of interpretation apply to this Agreement: (i) the term "including" (and the like) will be construed to mean "including, without limitation,."; (ii) headings are only for reference and are not to be considered in interpreting this Agreement; (iii) the terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular clause or other portion hereof and include any agreement supplemental hereto; (iv) unless something in the subject matter or context is inconsistent therewith, references herein to clauses are to clauses of this Agreement; (v) a reference to "writing" includes a email; (vi) a reference to a "day" means a calendar day; and (vii) references to MySolar shall include the Assignees and successors in title of MySolar.
- 9.2 Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law, or a single or partial exercise of such right or remedy, shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 9.3 Partial invalidity. If one or several of the clauses of the Agreement are found to be invalid or declared as such pursuant to a law, regulations or a final decision of a competent court, the other clauses shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 9.4 Entire Agreement. This Agreement and any documents referred to in it, constitute the entire agreement between the Parties in relation to its subject matter and supersedes all previous undertakings and agreements, written, oral or implied between the Parties.
- 9.5 Assignment. MySolar may assign, novate or otherwise transfer this Agreement at any time on notice and MySolar may at any time subcontract or outsource the supply of the Solar PV Services to another party at its sole discretion. In addition MySolar may, without the consent of the Client, in whole or in part, assign any or all of its rights, title and interest under this Agreement and associated fees and charges including the Service Charges to any third party ("**Assignee**"). The Client consents and agrees to such assignment to any Assignee by MySolar, and agrees to pay any payments to the Assignee as and when applicable in full without any deduction, set-off, counterclaim or withholding whatsoever for any reason. The Client further acknowledges and agrees that the Assignee: (i) will not be responsible for the provision of the Solar PV Services (or any claims arising there from) or any obligation of MySolar under or in connection with this Agreement, which shall remain the sole responsibility of MySolar; and (ii) may appoint a service provider to perform any obligations of MySolar under this Agreement where MySolar has failed to perform such obligations.
- 9.6 Notice. Any notice to be given by either Party for the purposes of the Agreement shall be sent by mail/email to the details of a Party above. A notice delivered: (i) by hand shall be deemed to have been received when delivered or if delivery is not in normal business hours, at 9am on the first business day following delivery; (ii) by post if correctly addressed by prepaid registered delivery shall be deemed delivered two days from the date of posting and five days for pre-paid registered airmail; and (iii) by email shall be deemed to have been received at 9.00am on the next business day after transmission.
- 9.7 Agency. Nothing in this Agreement shall be construed as creating an agency relationship, partnership, joint venture, or any similar relationship between MySolar on the one hand and the Client on the other hand.
- 9.8 Survival. The obligations of the Parties under this Agreement that by their nature would continue beyond termination (including but not limited to termination, liability limitation, confidentiality) shall survive and continue to be in effect after termination of this Agreement. Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to other Party or which thereafter may accrue in respect of any act or omission prior to such termination.

- 9.9 Right to Amend. MySolar may update or amend these Terms of Service from time to time to reflect changes in the law, regulatory requirements, industry best practices, or improvements to our services. Any such changes will be made in a fair and transparent manner. MySolar will provide Client with at least thirty (30) days advance notice of any significant changes to these Terms of Service. Notification will be provided through email, website update, or other means. Client's continued use of our services after the notified period has expired will constitute Client's acceptance of the updated Terms of Service. If a proposed change significantly alters Client's rights or obligations, MySolar will seek Client's express consent before applying the changes to Client.
- 9.10 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. The Parties acknowledge that they may use an electronic signature process to sign this Agreement and agree to be bound by any such electronic signature which they have applied to the Agreement.
- 9.11 Governing Law and Jurisdiction. This Agreement and any disputes or claims arising out of or in connection with it are governed by and construed in accordance with the laws of the Republic of Ireland. If the Client is a business the parties irrevocably agree that the courts of the Republic of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non- contractual disputes or claims). If the Client is dealing as a consumer any dispute or claim will be subject to the non-exclusive jurisdiction of the courts of Ireland.