

## 1. Subject

- 1.1** These TheBattery Connect Terms and Conditions apply to the use of TheBattery Connect. Acceptance of these Battery Connect Conditions by a User takes place if and as soon as the User receives access to TheBattery Connect.
- 1.2** TheBattery Connect is a system that is made for the administration and management of Alfen Energy Storage Systems by Users.

## 2. Definitions

- 2.1** In these Battery Connect Conditions the following terms have the following meaning:

**Alfen** - the private company with limited liability Alfen B.V., established at Hefbrugweg 28 in (1332 AP) Almere, registered in the trade register of the Chamber of Commerce under number 39037364; ;

**GDPR** - the General Data Protection Regulation;

**Operator** - the person / entity that has been given the right by the Customer to use TheBattery Connect and has received an account for this;

**Operator Rights** - the rights of the User to view, administrate and manage the Energy Storage System and the Rights to TheBattery Connect;

**Owner** - the owner of the Energy Storage System;

**Users** - the Customers and Operators who use TheBattery Connect;

**Right of Use** - the limited, revocable, non-exclusive and non-transferable right of Users to use TheBattery Connect in accordance with these Battery Connect Conditions and any other the laws and regulations;

**TheBattery Connect** - the central management system that is connected to Energy Storage Systems on a cloud-based platform, with which the Energy Storage System can make a connection, which system can be accessed by users via the internet;

**TheBattery Connect Conditions** - these terms and conditions for TheBattery Connect from Alfen;

**Customer** - the party which has TheBattery Connect subscription with Alfen;

**Energy Storage System** - the Energy Storage System connected to TheBattery Connect;

**Energy Storage System Information** - the combination of the following data: the name of the Customer, the type, number, serial and r number of the Energy Storage System of the Customer;

## 3. TheBattery Connect Conditions

- 3.1** Customers have subscribed to TheBattery Connect with Alfen for their own use or use by other Operators. By using TheBattery Connect, the Operator declares to have permission from the Customer for the use.
- 3.2** Alfen hereby grants Users the right of use, which right the User hereby accepts. Title, ownership rights and intellectual property rights of TheBattery Connect are and remain the complete and exclusive property of Alfen. Operators have the right to grant other Operators access to TheBattery Connect and assign them equal or lesser rights and roles.
- 3.3** With regard to TheBattery Connect, new versions, new releases or updates may be issued by Alfen. The provisions of these or TheBattery Connect Conditions also apply to these new versions, releases and / or updates.
- 3.4** Alfen reserves the right to change these Battery Connect Terms and Conditions unilaterally. Use of TheBattery Connect by the User after the date of the change applies as acceptance of the amended or supplemented Battery Connect Conditions.

## 4. Description of services

- 4.1** TheBattery Connect is the central management system that Alfen makes available to Users in order to enable them to administrate and manage their Energy Storage System(s) by using their login details via Alfenconnect.com. Energy Storage Systems can also be monitored remotely and / or configured.

TheBattery Connect offers the following functionalities:

- a. Sytem status, including but not limited to Site mode, reset of the system, BMS and ESI status, voltage levels, active and reactive levels and frequency operating levels;

- b. Operational features such as: Power and FCR profiles, State of Charge control and Peak shaving.
- c. Monitoring;
- d. Alarms;
- e. Reports regarding Alfen's Services with relevant performance data of the system.

## 5. Use

- 5.1 Users are not permitted to use TheBattery Connect in violation of any legal provisions of these Battery Connect Conditions or any other applicable law.
- 5.2 The User is aware that a breach of these Battery Connect Conditions results in both an attributable failure to comply with this and a violation of the intellectual property rights of TheBattery Connect.
- 5.3 User may only use TheBattery Connect in and for its own business, for the intended use only.
- 5.4 By using TheBattery Connect, the User guarantees that:
  - a) he/she is authorized to make use of TheBattery Connect in accordance with these Battery Connect Conditions;
  - b) he/she will not use viruses, trojans, worms, bots or other software that may damage TheBattery Connect, make it inaccessible or be intended to circumvent technical protection measures;
  - c) he/she will not perform any actions that impose an unreasonable and / or disproportionate load on the infrastructure of TheBattery Connect and / or impede the functionality of it;
  - d) he/she will not use any applications that monitor, manipulate and / or copy (parts of) TheBattery Connect; and / or
  - e) he/she will in no way cause trouble or damage to (other Customers of) Alfen when using TheBattery connect, all this in the opinion of Alfen.
- 5.5 The User is prohibited to:
  - a) carry out acts that can be assumed to be capable of causing damage to the systems of (Customers of) Alfen;
  - b) use TheBattery Connect for illegal activities;
  - c) circumvent any technical limitations in TheBattery Connect;
  - d) making (or having made) copies of TheBattery Connect;
  - e) publish TheBattery Connect for others to copy;

## 6. Payment and Availability

- 6.1 The Customer obtains the Operator Rights after the conclusion and payment of a Battery Connect subscription. The Operator Right can be transferred by

the Customer to the Operator. By providing the necessary information to the Operator, the Customer gives consent to the Operator for the (joint) use of TheBattery Connect.

- 6.2 Alfen makes TheBattery Connect available to the User after acceptance of these Conditions. Payment for the provision of TheBattery Connect is to be made by the Customer.
- 6.3 If Customer no longer pays Alfen for the costs of TheBattery Connect at any time, Alfen has the right to terminate the connection of TheBattery Connect for Customer and its Operators.

## 7. Availability

- 7.1 Alfen reserves the right to change facilities or functions of TheBattery Connect. This may result in the temporary unavailability of all or some parts of TheBattery Connect. Other situations, including but not limited to force majeure situation, could also lead to TheBattery Connect being temporarily unavailable. Alfen cannot be held responsible for the consequences of such interruptions and will ensure that the availability is restored as soon as reasonably possible.

## 8. Software from suppliers

- 8.1 If and insofar as Alfen makes third-party software available to the User, the (license) conditions of third parties in the relationship between Alfen and the User will apply in respect of that software, with the exception of the provisions in these TheBattery Connect Conditions.
- 8.2 If and insofar as the aforementioned third-party conditions in the relationship between User and Alfen for whatever reason are deemed not to apply or are declared inapplicable, the provisions of these Battery Connect Terms and Conditions shall apply in full.

## 9. Intellectual Property

- 9.1 All knowledge and intellectual property rights relating to TheBattery Connect belong exclusively to Alfen. The User obtains only the User Rights that are explicitly granted with these Conditions.
- 9.2 The techniques and processes developed by Alfen and processed in TheBattery Connect are the property of Alfen, its licensors or its suppliers and are not made available to the User.
- 9.3 Alfen has the right to take action against anyone who infringes in any way whatsoever of its intellectual property rights, including copyrights, copyrights of third parties, trademark rights, or its ideas.

## 10. Processing of Personal Data

**10.1** In connection with TheBattery Connect, Alfen may process certain data that qualify as “personal data” within the meaning of the GDPR. Alfen processes such personal data on behalf of the Customer and therefore Alfen shall qualify as a ‘processor’ and the Customer as ‘controller’. This article 10 shall be considered the ‘processing agreement’ within the meaning of Article 28 GDPR between Alfen and the Customer.

**10.2** On behalf of the Customer, Alfen shall process the following personal data of Users for the duration of TheBattery Connect subscription: data associated with the User’s account, such as user name, user role, user company, name, contact details, user function (regular user/admin, etc.), assigned group and preferred language of the user interface.

**10.3** Alfen will use the personal data exclusively for the following purposes:

- a. assigning, changing and terminating the Right of Use of Users and Operators;
- b. assistance and service;
- c. providing notices in case of fire and or other issues;
- d. providing records of logging and notifications; and
- e. providing remote assistance.

**10.4** The following conditions apply to the processing relationship between Alfen and the Customer:

- a. Alfen will only process personal data on the basis of the written instructions from the Customer, as described in this article or otherwise. Alfen shall not process personal data for its own purposes other than described in this article. .
- b. Alfen shall ensure that only authorized personnel bound by confidentiality have access to the personal data.
- c. Alfen has implemented appropriate technical and organizational measures to protect personal data against loss or against any form of unlawful processing. These measures will guarantee a level of security, having regard to the state of the art and the cost of their implementation, appropriate to the risks represented by the processing and the nature of the data to be protected. In the event Alfen has become aware of a breach of security as described in Article 4 paragraph 12 GDPR, Alfen will notify the Customer without undue delay.
- d. Customer authorizes Alfen to use third parties (“sub-processors”) to process personal data on its behalf. Alfen shall inform the Customer of the use of such sub-processors. If the Customer has a legitimate reason that relates to the sub-processor’s processing

of the personal data, the Customer may object to the use of such a sub-processor. Alfen shall impose to sub-processors at least the same obligations as included in this article.

- e. Alfen may only transfer personal data outside the European Economic Area in accordance with Chapter V of the GDPR.
- f. Alfen will provide reasonable assistance to the Customer to comply with data subject requests, security obligations, breaches thereof, data protection impact assessments and prior investigations, and to demonstrate compliance with the GDPR (including by permitting reasonable audits). Alfen may charge a reasonable fee for the assistance referred to here.
- g. Alfen will cease processing personal data after TheBattery Connect subscription has ended. The Customer may request the personal data relating to the Customer’s organization within one month after the subscription has ended. Alfen may charge a reasonable fee for providing the personal data. Alfen shall irrevocably delete the personal data within six months after the end of the subscription at the latest.

**10.5** In addition to the processing activities described above, Alfen may process personal data for the purpose of analyzing and improving TheBattery Connect. For these processing activities, Alfen is considered the controller. These processing activities are further described in the Alfen Privacy and cookie statement, available at: <https://alfen.com/privacy-and-cookie-statement>.

## 11. Warranty

**11.1** TheBattery Connect is made available to each User ‘as such’, without giving any warranties. Alfen does not guarantee the correctness, reliability, availability or accuracy of TheBattery Connect. All implied warranties, including but not limited to title, availability, performance, non-infringement, marketability or suitability for a particular purpose are rejected by Alfen. User takes the entire risk in terms of results and performance of TheBattery Connect.

## 12. Liability

**12.1** Alfen is not liable for any damage, however named and by whatever cause. This includes, but is not limited to, direct damage, indirect damage, consequential loss and lost profit.

**12.2** Alfen endeavors to ensure secure access to and transfer of the content of TheBattery Connect against third parties infringements, but Alfen cannot guarantee that data transfer will take place as a result of unlawful

interception. Alfen is also not liable for loss of data. Each User is personally and solely responsible for managing the content of its TheBattery Connect environment.

- 12.3** User indemnifies Alfen against any claim from third parties, which is related to incomplete, non-truthful and / or not up-to-date (personal) data.

## **13. Termination**

- 13.1** The User's right may be terminated immediately and without notice by Alfen if these Battery Connect Conditions or the law is violated by the relevant User or if TheBattery Connect is used for purposes other than those for which it is intended.
- 13.2** The Customer may terminate the Operator Right of the Operator.

## **14. Other provisions**

- 14.1** These Battery Connect Conditions are governed exclusively by Dutch law, with the exception of the rules of private international law.
- 14.2** All disputes arising from or related to these Battery Connect Conditions will be settled by the competent court in Almere, the Netherlands.
- 14.3** If a provision in these Conditions proves to be void, this will not affect the validity of the other provisions.