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## API License Terms and Agreement

The Application Program Interface of the Monitoring Portal (the “API”) is under the sole ownership of SolarEdge Technologies Inc. and its subsidiaries (“SolarEdge”). The API makes available to the users of SolarEdge products certain content for informational purposes only. Please carefully read these terms of use (the “Terms”). As used herein, the terms us, we or our refer to SolarEdge Technologies Ltd., affiliated entities or a division thereof ('SolarEdge'), and any agent, independent contractor, designee or assignee that SolarEdge may, at our sole discretion, involve in the provision of the API. The terms “you” or “your” means the person or entity that has purchased or licensed the API (the 'Customer') or the individual accessing or using the API.

This is a legal agreement. When you use or access, or permit any other persons or entities to use or access the API, you agree to the terms and conditions of these Terms, personally or on the Customer's behalf, as applicable. By using or accessing the API, you represent and warrant that you are the Customer, or an employee, contractor or agent of the Customer who is authorized to use the Service on the Customer's behalf.

We may amend or change these Terms (by imposing applicable fees or service charges) from time to time, under our sole discretion, by posting the updated terms on the sites that provide the API (the 'Site'). Please access and review these Terms regularly. If you find these Terms (including any amended provisions hereof) unacceptable to you at any time, you may discontinue your use of the API. Your use of the API after we have made such changes available will be considered your agreement to the change. If we make material amendments or changes to these Terms, the amended Terms will be posted on the Site for your acceptance or confirmation, and you will be required to accept or confirm such changes prior to your continued use of the Site or the API.

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<b>Germany</b>	Bretonischer Ring 18, 85630 Grasbrunn (Munich)
<b>Italy</b>	VISMUNDA SRL, Corso Del Popolo 50/A, Treviso
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## License

Subject to the terms and conditions of this Agreement, we grant you a limited, non-exclusive, and non-transferable license, during the term of this Agreement, to execute and use the API but solely for your internal business purposes and in accordance with this Section. The foregoing license is limited to your use of the API solely in relation to SolarEdge products that you rightfully own or monitor. You may sublicense the license granted in this Section to a third party contractor, provided that you enter into a binding written agreement with such third party contractor requiring such third party contractor to exercise such sublicense solely for the purpose of developing an application for your benefit and to comply with the terms of this Agreement (including the restrictions described herein. Any non-compliance by such third party contractor with the terms of this Agreement will be deemed a breach by you of this Agreement.

You acknowledge that the API is a valuable trade secret of SolarEdge. Accordingly, you agree not to: (a) license, sell, rent, assign or transfer (except in conjunction with a permitted assignment by you of this Agreement), or make the API available to any third party (except to any third party contractor pursuant to a permitted sublicense grant by you under this Agreement), or otherwise commercially exploit the API; (b) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the API; (c) use the API in order to build a product or service that replicates or attempts to replace the customer's user experience of the Solaredge Monitoring Portal; (d) use the API in a manner that adversely impacts the stability of our servers or adversely impacts the behavior of other applications using the API; (e) use the API for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate this Agreement; (f) use our name to endorse or promote any product, without our prior written consent, or (g) use the data accessed through the API for any purpose other than in compliance with all applicable laws (including privacy laws). You shall preserve all copyright and other proprietary rights notices in the API and all copies made thereof.

## Intellectual Property Rights

SolarEdge owns the copyright in the API and its content, including its overall appearance, graphics design and underlying source files. As a condition to your license to use this API, you agree to use the SolarEdge trademark and branding logos (the "SolarEdge Marks") in the user interface of the API, all

in compliance with the size, location and other specifications set forth in the SolarEdge Monitoring Server API Manual. Subject to the terms and conditions of this Agreement, SolarEdge grants you a non-exclusive, non-transferable, revocable, royalty-free license (without the right to grant sublicenses) to incorporate and display the SolarEdge Marks, in the user interface of Your Application and the user documentation therefor. You agree to state in appropriate places in the user interface of your application that the SolarEdge Marks are trademarks of SolarEdge and to include the symbol <sup>™</sup> or <sup>®</sup> as appropriate. SolarEdge grants no rights in the SolarEdge Marks other than those expressly granted in this Section. You acknowledge that SolarEdge is the exclusive owner of the SolarEdge Marks. You agree not to take any action inconsistent with such ownership and to cooperate, at our request and expense, in any action which we deem necessary or desirable to establish or preserve our exclusive rights in and to the SolarEdge Marks. You will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the SolarEdge Marks or in such a way as to create combination marks with the SolarEdge Marks. Upon our request, you will provide us with samples of your application and any other materials that contain the SolarEdge Marks. At our request, you will modify or discontinue any use of the SolarEdge Marks.

You may download or copy material from our API, only for your own internal business purpose or other non-commercial use. Any other use is forbidden. Except as permitted above, you may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, link into, frame or use for any public or commercial purpose the contents of the API without the prior written permission of SolarEdge.

The entire contents of the API are protected by copyright and/or other intellectual property rights. No copyright notices, other intellectual property or legal notices or other identifying information may be removed from downloaded materials.

### **Use of Non-Personally Identifying Information**

Subject to the provisions below in respect of personal identifying information, any communication or material that you transmit to SolarEdge through the API, including any data, questions, comments, suggestions and the like, is, and will be treated as non-confidential and non-proprietary information. Please do not transmit any confidential information to or through the API. SolarEdge may use such

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communication or material for any purpose whatsoever including, without limitation, for disclosure, reproduction and publication. SolarEdge will be free, without any compensation to you, to use any concepts or know-how contained in any communication or material that you send to the API for any purpose whatsoever.

### **Use of Personally Identifying Information and Privacy Policy**

SolarEdge will use your personally identifying information only for the purposes specified in its Privacy Policy. Please see SolarEdge's Privacy Policy for further details on how information may be gathered by SolarEdge and used on the API.

### **Our Commitment to Security**

We have put in place physical and electronic procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information we collect online.

### **Links**

The API may be linked to third party websites. SolarEdge has no control over the content or information posted on such third party websites and we do not assume any responsibility or liability therefore. Third party websites may have terms of use and privacy policies that are different from those that apply to the Site. You should refer to these third party websites' respective privacy notices and terms of use.

### **Limitation of Liability; Disclaimers**

SolarEdge has made and will continue to make reasonable efforts improve the API. However, SolarEdge cannot guarantee the API is suitable for any purpose, free from technical malfunctions, or unauthorized tampering, free from infection, viruses, worms, Trojan horses and/or other code that has contaminating or destructive properties. In addition, SolarEdge makes no commitment herein to provide you with support for use of the API. It is your responsibility to take protective steps such as virus checking.

Any warranty and service information is provided for general informational purposes only. Such

information may not apply to all products. Only the warranty and service terms included in an agreement between SolarEdge and customers shall be binding on the parties.

SolarEdge may alter or remove materials from the API at any time.

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BY USING THE API, YOU EXPRESSLY ASSUME ALL RISK THAT THE INFORMATION AND MATERIALS DRAWN FROM THE API MAY BE INCOMPLETE, INACCURATE, OUT-OF-DATE, OR MAY NOT MEET YOUR NEEDS OR REQUIREMENTS.

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. You are responsible for checking your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

You will indemnify and hold harmless SolarEdge, its affiliates, and any of their respective officers, directors, and employees, from and against any and all damages, judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with claims due to, resulting from or arising in connection with your use of the API or breach of this Agreement.

### **Use, Revision and Update of Terms**

Your use of the API is subject to the SolarEdge Monitoring Server API Manual – under the “Usage Limitations” section which may be subject to change without notice from time to time. SolarEdge may upgrade the API and make certain software changes or revisions or terminate the provision of the API

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entirely at any time and without notification to you. SolarEdge may revise the Terms at any time without notice by updating the API. You are bound by any revisions or updates.

### **Governing Laws**

The Terms are governed and interpreted pursuant to the laws of the State of California, notwithstanding any principles of conflicts of law. If you access the API from another jurisdiction, you are responsible for ensuring compliance with any local laws relating to access and use of the API.

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