

## SunSpec SVP Dashboard Service Activation Agreement

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In order to activate and use the SunSpec SVP Dashboard Service, you must accept these terms and conditions. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions.

### 1. Definitions

As used in this Agreement:

\* "SunSpec Alliance" or "We," and the terms "us" or "our" refer collectively to SunSpec Alliance, a non-profit trade alliance, having its principal place of business at 4040 Moorpark Avenue, Suite 110, San Jose, CA 95117.

\* "User" or "You" means the individual person, company or legal entity or its employees, representatives, consultants, contractors or agents who are authorized to use the Service. You are a SunSpec Alliance member in good standing subject to membership agreement.

\* "Service" means the SunSpec SVP Dashboard ("SunSpec SVP Dashboard") service to which You are being granted access under this Agreement.

\* "Agreement" means this online agreement terms and any materials available on the SunSpec Alliance website that are specifically incorporated by reference. Such online materials may be updated by SunSpec Alliance from time to time.

\* "Input Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service.

\* "Term" means the contract term for which access is granted by SunSpec Alliance to the Service.

### 2. Privacy, Security and Data Sharing Policies

2.1. You agree to SunSpec Alliance's privacy, security and security policies that may be viewed at <https://sunspec.org/> and which are incorporated by reference into this Agreement.

2.2. Consent to Internet Access. You consent to our collection of certain data ("Input Data") regarding your renewable energy system, and to our use of your internet access systems to transmit Input Data to us. Input Data will relate to the data you type or otherwise input to SunSpec SVP Dashboard software, and the internet protocol address for your internet access.

2.3. Disclosure of Data. You consent to SunSpec Alliance's use and disclosure of anonymized information that is derived from Input Data. For example, but without limitation, we may disclose anonymized information to other SunSpec SVP Dashboard service subscribers, or to governmental agencies so long as no personally identifiable, or company identifiable, information is included in the disclosure.

### 3. License Grant

SunSpec Alliance hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by SunSpec Alliance.

#### 4. Use Guidelines & Restrictions

4.1. You may use the Service only for internal business purposes and shall not:

- \* license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make available to any third party the Service or the Content in any way; or

- \* send or store material containing viruses, worms, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; or

- \* interfere with or disrupt the integrity or performance of the Service or the data contained therein; or attempt to gain unauthorized access to the Service, or to any SunSpec Alliance website that is accessible to you or other users, or SunSpec Alliance's related systems or networks; or

- \* "spoof" or impersonate another SunSpec Alliance user or provide false identity information to gain access to or use the Service.

4.2. You are responsible for all activity occurring under your accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

#### 5. Account Information and Data

SunSpec Alliance does not own any data, information or material that you submit to the Service in the course of using the Service ("Input Data"). You, not SunSpec Alliance, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Input Data.

#### 6. Charges and Fees

The Service described herein is provided to you by the SunSpec Alliance for a fee. Your access to the Service is predicated on having paid your license fee.

#### 7. Data Storage

SunSpec Alliance will provide storage for five years of online data history subject to the other provisions of this Agreement.

#### 8. Term and Termination

The Term of this Agreement is for one year. The Term will automatically renew for successive periods of one year each, subject to payment of license fee, unless either party elects not to renew by giving written notice.

## 9. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. SunSpec Alliance represents and warrants that it will provide the Service on a best efforts basis. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service.

## 10. Indemnification General Indemnity

You will indemnify, defend and hold SunSpec Alliance and its officers, directors, employees, shareholders, agents, successors and assigns, harmless from and against any claim, demand, lawsuit, cause of action or losses of any nature whatsoever, suffered or incurred by SunSpec Alliance or any of them, arising out of, or in connection with (a) Your improper or illegal use of any data that are obtained as a result of the Service; (b) the misuse of the Service by You, your Affiliates, your Customers or your agents; or (c) the use of any other hardware or software by You.

## 11. Disclaimer of Warranties

11.1. SUNSPEC ALLIANCE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE.

11.2. SUNSPEC ALLIANCE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR ERRORS OR DEFECTS WILL BE CORRECTED; OR THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11.3. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE SUNSPEC ALLIANCE.

## 12. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY YOU FOR THE SITE AND SERVICE IN QUESTION IN THE TWELVE

(12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT FOR CLAIMS ARISING FROM WRONGFUL USE OR DISCLOSURE OF INTELLECTUAL PROPERTY OR BREACH OF THE LICENSES GRANTED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 13. Modification to Terms

SunSpec Alliance may modify the terms and conditions of this Agreement, or its policies that are incorporated by reference herein, at any time. You are responsible for regularly reviewing this Agreement and you can always review the most updated version online at <https://sunspec.org/sunspec-svp-dashboard-service-activation-agreement>. If You continue to use the Service, you will be deemed to have accepted any modifications to the terms of this Agreement and any policy that is incorporated by reference into it.

### 14. General

14.1. This Agreement will be governed by and construed in accordance with the laws of the State of California. The exclusive venue for the resolution of any dispute will be the California Superior Court Santa Clara County or the United States District Court Northern District of California and each party hereby consents to the exclusive jurisdiction of such courts.

14.2. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

14.3. If any provision of this Agreement is construed to be invalid or unenforceable, such provision will be eliminated or, if possible, modified as necessary to make the provision enforceable and to effect the parties' original intent as closely as possible, and the remaining provisions will remain in effect.

14.4. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

14.5. Force Majeure. If, for any reason beyond the reasonable control of a party, including, without limitation, acts of God, earthquakes, floods and other insurrections, strikes, transportation conditions, labor or material shortages, riots or fires, such party is unable to perform in whole or in part its obligations set forth in this Agreement, such party will be relieved of those obligations to the extent it is so unable to perform and such inability to perform, so caused, will not make such party liable to the other party; provided that the party unable to perform has notified the other party of such inability within one week of the onset of such inability.

#### 15. Questions or Additional Information

If you have questions regarding this Agreement, send e-mail to [info@SunSpec.org](mailto:info@SunSpec.org)