

TERMS OF USE TAYLOR INSTALLER APPLICATIONS

1. Introduction

These terms and conditions of use (**Terms**) describe the terms and conditions applicable to the use of the Taylor desktop onboarding application, Taylor mobile onboarding application and the Taylor dashboard application (individually an **Application** and collectively the **Applications**).

The Applications are operated and managed by Taylor Technologies B.V., a private company with limited liability, organized and existing under Dutch law, with its registered office and its official address at (5617 BD) Eindhoven at Torenallee 32 | 14, registered with the trade register of the Chamber of Commerce under number 80237193, with office address Automotive Campus 30, 5708 JZ, Helmond, the Netherlands, or any of its affiliates (**Taylor or we or us**).

The Applications are developed to be used for the design/mapping, installation, onboarding and monitoring of an Integrated Cell-string optimizer, a Taylor product that optimizes the performance of solar cells (the **Optimizer**).

2. Applicability

These Terms apply to the use of the Applications. By using an Application (which includes downloading and installing the Application) you as the installer (**Installer or you**) accept these Terms. These Terms can also be viewed, downloaded and printed from our website (<https://www.taylor.solar/declaration>).

Where an Application uses third party services, it is possible that the general terms and conditions and/or privacy and cookie policy of those third parties will also apply. Taylor is not responsible for the services of third parties and their privacy and cookie policies. In case of any contradiction, the provisions in these Terms shall prevail.

Taylor reserves the right to amend these Terms from time to time.

3. License

Taylor grants Installer a non-exclusive, non-sublicensable and non-transferable license to use the Applications. Installer is not allowed to use the Applications for commercial purposes, with the exception of the installation of an Optimizer.

Without Taylor's prior consent, Installer is not allowed to make the Applications available or sell it to third parties in any way or to decompile, reverse engineer or modify the Applications or have them decompiled. Also Installer is not allowed to remove or have removed any technical provisions for the protection of an Application.

Taylor has the right at any time to modify the Applications, to change or remove any data or information, to deny Installer the use of any of the Applications by terminating the license, to restrict the use of the Applications and/or to deny Installer access to the Applications in whole or in part, temporarily or permanently. Taylor will inform Installer in the manner Taylor deems appropriate.

4. Use of the Applications

The use of an Application is for Installer's own account and risk.

The registration of Installer is carried out by Taylor. After receiving the confirmation of registration for an Application, Installer can access the respective Application. The provisions in Article 7 (privacy) apply to the processing of

(personal) information that takes place through the Applications.

Installer is obliged to inform Taylor immediately if its personal data changes. This can be done by email at support@taylor.solar.

To be able to use the Applications, Installer needs to have the necessary equipment (including the Optimizer), system software and (internet) available at its own expense.

5. Intellectual property rights

All intellectual property rights and/or similar rights to the (content and design of the) Applications, including the underlying software, images, video and audio clips, are solely and exclusively owned by Taylor and/or its licensors.

Installer shall at all times respect and observe the good name and reputation of Taylor and shall ensure that its use of the Applications does not in any way harm the rights and/or the good name and reputation of Taylor.

6. Liability

The Applications have been compiled with the greatest care. However, Taylor cannot guarantee that the Applications will at all times be available or will work without interruptions, errors or defects, or that the information in the Applications is complete, correct and/or up-to-date.

Taylor is not liable for any damage or personal injury resulting from Installers' use of the Applications. The limitation of liability referred to in this Article 6 shall not apply if the liability for damage is caused by Taylor's wilfulness or gross negligence.

Installer hereby indemnifies and holds Taylor harmless from all third party claims arising from the use of the Applications and the correct or incorrect execution of legal and/or contractual obligations towards Taylor, other installers of the Applications or any third parties. Installer shall reimburse Taylor for all damages and costs resulting from such claims.

7. Privacy

Our privacy statement applies to the processing of the personal data of Installer through the Applications. Our privacy statement can be viewed, downloaded and printed from our website (<https://www.taylor.solar/declaration>).

8. Termination of the use of the Applications

Installer may terminate the use of the Applications at any time by deleting or uninstalling an Application from its desktop and/or mobile device, whichever is applicable. However, Taylor hereby emphasizes that this does not terminate the operation of the Optimizer. Termination of the operation of the Optimizer may be done using the uninstall/remove instructions, as provided by Taylor.

9. Governing Law, Dispute Resolution

These Terms are exclusively governed by Dutch law.

Any disputes relating to these Terms or Installers' use of the Applications will be submitted to the competent Dutch court.

10. Contact

If you have any questions about the Applications or these Terms, please contact us at support@taylor.solar.

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