

End User Licence Agreement – EnergiHub

1. Acceptance and acknowledgement of this EULA

1. By installing the App or accessing the EnergiHub Platform you agree:
 1. to be bound by these terms of use (EULA); and
 2. that you have read and acknowledged our Privacy Policy.
2. Please review the EULA carefully before you accept it. If you do not agree to the EULA you are not permitted to access the EnergiHub or use of the App.
3. You may only use the App if you are 16 years or older. By using the App, you confirm that you are 16 years or older.
4. We reserve the right to amend this EULA at any time. We will inform you of any changes either: (i) through the App when you access the App for the first time following the change; (ii) via the EnergiHub Platform when you access the EnergiHub Platform for the first time following the change; or (iii) by email. Your continued use of EnergiHub or the App following the notification of changes will mean that you accept the changes.
5. The EULA governs your use of the App. Use of any Services may also be subject to any applicable Terms of Service.

2. The App

1. The App can be used on most Apple iOS and Android OS devices.
2. In order to use any Services through the App, you must:
 1. have a compatible Device;
 2. download and install the App on your compatible Device from the relevant marketplace for your Device's platform;
 3. agree to any relevant Terms of Service; and
 4. register a Profile using the App (see section 3).
3. We may update the App to add to, and improve, its functions. Depending on the update, you may not be able to use the App until you have downloaded the latest version and accepted any new or additional terms.
4. If you have any issues with the App, where

applicable please contact your IT department in the first instance. Otherwise, please visit www.sseairtricity.com/EnergiHubHelp and we will do our best to help you.

5. You acknowledge that the App, the EnergiHub Platform and the Services may be dependent upon other parties. We try to ensure that the App, and the Services, are available to you at all times, though we can't promise that they will always be available or work perfectly (for example, in the case of maintenance, fraud, or a fault in the systems used to provide the App). These events are sometimes outside of our control.

3. Your Profile

1. You need to register on the App to use it. This will create an account in the App, which is known as a Profile. The first time you use the App, you will be guided through the process to register a Profile to enable you to use the Services (either via the App or the EnergiHub Platform).

4. Asset Optimisation

1. To enable asset optimisation, this must be selected within the EnergiHub app/platform when logged in. Without opting into optimisation, the EnergiHub will only be able to visualise your consumption.
2. When you use the App or the EnergiHub Platform to control your energy devices, including your battery, you may see that some battery consumption functionality that is normally accessed through your battery manufacturer's settings is no longer available. We have done this to maximise the performance of your battery and to allow EnergiHub to operate effectively. For more information, please contact: Energihub@sseairtricity.com
3. EnergiHub integrates with many different battery and device suppliers to monitor and control devices using EnergiHub, and we work with the device manufacturers' engineering teams to ensure that our EnergiHub only sends commands to the device that are within its operating limits.
4. Our ability to integrate, control discharge

and charge your battery is also limited to what the manufacturers will allow within the limits imposed by their API (Application Programming Interface) and Firmware. As such, EnergiHub is prevented from exceeding the operating limits set by your device's manufacturer and therefore our optimisation should have no adverse impact on the manufacturer's warranty. While SSE Airtricity is not aware of any battery warranties that will be voided if EnergiHub is utilised, given the range of manufacturers that EnergiHub integrates with, we cannot guarantee your battery warranty will not be affected, and we recommend you speak to your battery manufacturer about the specifics of the battery warranty when enrolling in any scheme or using any software or hardware that can charge or discharge your device.

5. To enable the SSE EnergiHub to function, you consent to SSE receiving telemetry data from your hardware provider/s through data transfer. This data will be used to monitor, visualise, and calculate any relevant credits due to you following optimisation events.

5. Intellectual Property

1. All trademarks, copyright, database rights and other intellectual property rights of any nature in the EnergiHub Platform and the App (including its appearance and branding), together with the underlying software code, is owned by us or our licensors. We may also use open source software code in the EnergiHub Platform and the App, which will be subject to the applicable open source licence terms.

2. We grant you a revocable right to use the App for your personal use in accordance with this EULA.

3. You must comply with all technology control or export laws and regulations that apply to the technology used or supported by the App.

6. Your use of the App or the EnergiHub Platform

You must not:

1. use the App or the EnergiHub Platform in any unlawful way or in breach of the EULA, or act fraudulently or maliciously;

2. infringe intellectual property rights in relation to the App, or your use of it;

3. allow any other person to use the App installed on your Device;

4. attempt to alter or decipher any transmissions to, or from, the servers running any Service (for example, by trying to break the encryption protecting those transmissions);

5. copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App or any part of the App, other than as expressly provided in this EULA or otherwise permitted by law, or

6. use the App or the EnergiHub Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other people who use the App.

7. Third-party software and services

1. You may be required to use third-party software on your Device in order to use the App. You agree that:

1. we are not responsible for such third-party software (or any updates to that software);

2. such third-party software is subject to its own terms and conditions; and

3. if you are unable or unwilling to obtain or install such third-party software, you may be unable to access or use the App.

2. Access to all or parts of the App may require your Device to be connected to the internet or require other third-party services. Your use of third-party services may be subject to fees and separate terms and conditions. You acknowledge that we are not liable for the activities of any such third parties. You are responsible for ensuring that your installation and use of the App does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other services acquired from third parties.

3. The App may contain links to third-party websites or other third-party content or services. Those links are provided for convenience only and may not remain current or be maintained. Such links should not be construed as an endorsement, approval or recommendation by us of the third parties, or of any content or services provided by them. Your use of any third-party content or services may be subject to

separate terms and conditions.

8. Acknowledgements and liability

1. Notwithstanding anything else in this EULA, SSE Airtricity will not be liable for the installation, maintenance, repair and replacement or any other issues relating to solar cells, batteries or any other related hardware which is integrated into the EnergiHub.

2. To the extent permitted by relevant law, you agree that:

1. you use the EnergiHub Platform and the App at your own risk;
2. the EnergiHub Platform and the App is provided on an 'as is' and 'as available' basis;
3. unless we and you otherwise agree in writing, we will not be obliged to provide support for the App other than as set out in this EULA, and
4. the App cannot be guaranteed to be error-free, and the existence of any such errors will not constitute a breach of this EULA.

3. Except as expressly provided to the contrary in this EULA, and to the extent permitted by applicable law, we will not be liable to you for any loss, including but not limited to special, indirect or consequential damages, or claim, arising directly or indirectly from

1. the supply of a defective App;
2. a failure to provide the App, in whole or in part;
3. errors or interruptions occurring in the course of using the App;
4. corruptions to or loss of data in connection with the App;
5. any suspension or discontinuance of the App or a part of the App;
6. any use of the App by other users, including any use in a manner which contravenes this EULA, or
7. a breach of this EULA.

4. You may have rights under the Irish Consumer Law, including the Consumer Guarantees, that we cannot lawfully exclude or limit. Nothing in this EULA has the effect of excluding, restricting or modifying any of those rights and Consumer Guarantees.

5. Where the law implies a warranty into this EULA which may not lawfully be excluded, including those under the law of Ireland, our

liability for breach of such a warranty will be limited to, if applicable, and at our option (where we have that right):

1. in the case of goods – if, and to the extent, the App is considered a 'good' under applicable law – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or
6. You agree to reimburse us for any losses we incur as a result of your breach of, or failure to comply with, this EULA or if we suffer any losses as a result of your use of the App.

9. Additional terms for using the App from the iOS App Store

1. If you downloaded the App from the iOS App Store, you agree that:

1. this EULA is an agreement between you and us only, and not with Apple, and that we alone are responsible for the App and the content of this EULA;
2. Apple has no obligation whatsoever to provide any maintenance and support services with respect to the App;
3. Apple is not responsible for addressing any claims you or any third party have relating to the App or your possession and/or use of the App, including but not limited to:
 1. product liability claims;
 2. any claim that the App fails to conform to any applicable legal or regulatory requirement; or
 3. claims arising under consumer protection or similar legislation;
 4. in the event of any third party claim that the App or your possession and/or use of the App infringes that third party's intellectual property rights, we will be solely responsible for the investigation, defence, settlement and discharge of any such claim;
 5. your use of the App is subject to the Usage Rules;
 6. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA; and
 7. upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this document against you as a third party beneficiary of this EULA.

2. If you purchased the App from the iOS App Store, and if the App fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you. You acknowledge that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the App, and any other claims, losses, damages, costs or expenses attributable to any failure to conform to any warranty will be dealt with by the Licensor in accordance with this document.

10. Security

1. While we take reasonable steps to do so, we do not warrant and we cannot ensure the security of any information transmitted using the App. Nevertheless, when we receive data from you, we will take reasonable steps to preserve the security of such information.
2. You must ensure your Device and security credentials remain secure. You must not share your Device or security credentials (such as an access code) with any other person. We also recommend that you have security protection on all of your Devices (such as a passcode or fingerprint to unlock the Device) to prevent others attempting to access the App.
3. You must:
 1. ensure the Device is always in your possession;
 2. keep the Device locked whenever you are not using it and maintain strong security settings to prevent unauthorised unlocking or use;
 3. for any password or passcode that can be used to unlock the Device:
 1. ensure it is strong and cannot be easily guessed (for example, do not use your birth date); and
 2. do not tell it to anyone else or record it in a way that someone else could figure it out (for example, do not write it on a card kept near the Device);
4. not leave the Device unattended in any public place, in any vehicle, or in any situation in which it may be used or manipulated by another person;
5. not override any security measures on the Device (e.g. 'jailbreaking') or attempt to do so;
6. only install applications on the Device

from the official marketplace for the Device's operating system (e.g. iOS App Store, Google Play, etc.); and

7. notify us, or the supplier of the Service(s), immediately if the Device becomes lost or stolen, or if you sell, transfer or give it to any other person.
4. You must take your own precautions to ensure that the process you use for accessing the App does not expose you to the risk of viruses, malicious code or other forms of interference which may damage your Device. We do not accept responsibility for any interference or damage to Devices which arises in connection with use of the App.
5. Android devices allow apps to draw or run over other apps, or otherwise interact with other apps ("Overlay Functionality"). This functionality could be abused by third parties to capture the content of the App and therefore poses a security threat. We strongly advise you not to allow other apps to use Overlay Functionality in order to prevent possible misuse of information such as personal information or access credentials. If you do permit other apps to use the Overlay Functionality then (unless it's caused by our failings) you are responsible for (and agree to hold us harmless from) any misuse of, or changes to, your information, including on your Profile, resulting from the use of the Overlay Functionality.

11. Suspending and stopping your use

1. This EULA continues until it is terminated by either us or you under this clause
2. We may immediately terminate this EULA and your use of the App if:
 1. you have breached or threaten to breach any term in this EULA or the Terms of Service, or we have reasonable grounds to suspect that you have done so or intend to do so; or
 2. the Terms of Service are terminated for any reason.
 3. If we notify you of such termination, you must immediately delete the App from all Devices in your possession or control and you must not access the App again.
3. We may suspend or terminate access to the

App if we deem it necessary or prudent to do so:

1. in order to preserve the integrity and security of the App or Services, the data collected from it, or any related equipment or systems;
 2. for legal reasons, including any change in the law;
 3. due to circumstances beyond our reasonable control, including disruption to network connections or equipment, loss of third-party services, denial of service attacks, strikes, lock-outs, labour disputes, acts of God, acts of nature, acts of government or their agencies, fire, flood, storm, riots, power shortages or power failure, war, terrorist acts, sabotage, or inability to obtain sufficient labour, raw materials, fuel or utilities, or
 4. in order to perform support or maintenance of the App or any infrastructure, systems or software used by us in connection with providing the App.
4. You may terminate this EULA at any time by uninstalling the App from all Devices linked to your Profile. If relevant, please refer to the TOS for the way in which you can delete your personal information in your Profile.
 5. Termination pursuant to this clause 11 will not affect any rights or remedies which either of us may have otherwise under this document or at law
 6. Nothing in this clause limits any right we may have to modify the App, including by removing any features, or to modify or cease offering the App or any part of the App.

12. How we protect your data

1. Any personal information you supply to us (and which we collect from you or other sources) will be used by us in accordance with our Privacy Policy (sseairtricity.com/ie/home/energihub-privacy-notice)
2. By using the EnergiHub Platform or the App, you consent to us collecting and using technical information about your usage and device to improve our products and to provide any services to you. We may use this information, as long as it is in a form that does not personally identify you, to improve our product or service for you. We, or a third party who we share personal information with, may transfer, host,

store and/or handle your personal information outside of the EEA. For example, where we and/or our service providers (including servers) are based outside of the EEA.

3. We will only permit this to happen if adequate safeguards have been put in place to protect your personal information. For countries outside the UK, this means that we will:
 - (a) ensure that the country in which your personal information will be handled has been deemed "adequate" by the European Commission under Article 45 of the General Data Protection Regulation (GDPR); or
 - (b) include standard data protection clauses approved by the European Commission for transferring personal information outside the EEA and the UK into our contracts with those third parties (these are the clauses approved under Article 46.2 of the GDPR).

13. General

1. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, said condition may be served from this EULA and the remaining conditions will remain in full force and effect.
2. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver would need to be given by us in writing.
3. We may transfer our rights and obligations under this EULA to another organisation, but this will not reduce your rights or those obligations. You may not transfer your rights or obligations to another person.
4. This EULA is governed by the laws of Ireland. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Ireland and courts of appeal from them in respect of any proceedings arising out of or in connection with this EULA.

14. Definitions

The following definitions apply in this EULA:
API means a set of functions and procedures allowing the creation of applications that access

the features or data of an operating system, application or other service.

App means the software application made available by SSE Airtricity for you to access the Services.

Apple means Apple Inc. of 1 Infinite Loop, Cupertino, California, USA.

Consumer Guarantee means a right or guarantee you may have under Irish Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.

Device means an electronic device owned or controlled by you, such as a mobile phone or tablet, compatible with the App.

Firmware means the manufacture's permanent software programmed into the device, such as battery EV, or hot water controller

iOS App Store means the App Store operated by Apple in respect of its devices running the iOS operating system.

SSE Airtricity, we, us, our means SSE Airtricity Limited, a company registered in Ireland under company Number 31738.

EnergiHub Platform means the online web portal through which SSE Airtricity provides the Service.

Irish Consumer Law means the Consumer Rights Act (CRA) 2022

Overlay Functionality means the functionality for one app to draw over other apps, facilitating user interactions with multiple apps at the same time

Profile means an account containing data about you and associated metadata in connection with the Service.

Privacy Policy means our privacy policy required under Irish law and is currently located on our website at sseairtricity.com/ie/home/enerjihub-privacy-notice

Service means the optimisation and monitoring services related to your solar system and battery storage or hot water controller supplied by SSE Airtricity or our authorised resellers.

Terms of Service means:

1. any separate terms and conditions between you and us;
2. any terms and conditions entered into with our authorised reseller that installs your solar and battery system, relating to the App or the Service.

Usage Rules has the same meaning set out in iOS App Store terms currently set out at the following URL: <https://www.apple.com/legal/internet-services/itunes/>

you and your means a user that downloads, installs or uses the App.

15. Interpretation

1. In the EULA, unless a contrary intention is expressed:

1. headings and italicised, highlighted or bold type do not affect the interpretation of this EULA;
2. the singular includes the plural and the plural includes the singular;
3. other parts of speech and grammatical forms of a word or phrase defined in this EULA have a corresponding meaning;
4. a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
5. a reference to any thing (including any right) includes a part of that thing;
6. a reference to a document (including this EULA) includes all amendments or supplements to, or replacements or novations of, that document;
7. a reference to a party to any document includes that party's successors and permitted assigns;
8. a provision of this EULA will not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this EULA or the preparation or proposal of that provision;
9. the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this EULA do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.