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## TERMS AND CONDITIONS FOR SOLAREEDGE DEMAND FLEXIBILITY SERVICE

These Terms and Conditions apply to the SolarEdge Demand Flexibility Service (the “Service”). By entering the Service, you agree to be bound by the following Terms and Conditions:

1. Please read these Terms and Conditions and our Privacy Policy before agreeing to participate in receiving the Service.
2. The Service is scheduled to run until 1.12.2024 however may be renewed for an additional 12-month term, in which case participants will be notified in advance.
3. SolarEdge Technologies (UK) Limited., a company registered in the United Kingdom with registered number 9433777 and registered office at 15 Chester Road, Colmworth Business Park, St Neots, PE19 8YT (“SolarEdge”, “we”, “us”).
4. These terms and conditions, together with any specific rules set out in any communications relating to the Service, are the Service rules (“Rules”) and apply to this Service. By entering this Service, you are agreeing to be bound by these Rules and any other applicable instructions.
5. SolarEdge reserves the right to cancel or amend the Service and/or the Rules, you will be notified of any material revisions 30 days prior to changes or additional terms taking effect. Any changes will be posted on our website. These Terms and Conditions were last updated in November 2023.
6. In the event of any dispute regarding any aspect of the Service, the decision of SolarEdge shall be final and binding.
7. These Service terms and conditions are separate to the terms and conditions for the supply of gas and electricity that you will have with your provider and will not affect your rights and obligations under those terms.
8. By accepting these Terms and Conditions, you consent that you allow us and our affiliates to access your connected SolarEdge inverters and batteries for us to deliver the Services. A full explanation and description of the Service is set out below.

### About the Service

1. As we transition to a low carbon economy the stress on the electricity network can be alleviated by smarter storage of electricity in domestic batteries to benefit both you and the grid.
2. The Service is part of the ESO Demand Flexibility Service and is intended to assist the Electricity System Operator for Great Britain (“ESO”) by regulating electricity flow across the grid to ease periods of stress. At times of stress, ESO may request assistance, via our aggregator partner Solo Energy Limited and its affiliates (“Solo”), to reduce the overall electrical demand on the network (“Events”). Where necessary we may vary the rate of charge / discharge from your battery at or in preparation to Events helping the grid to balance supply and demand without the need for additional generation (e.g., coal power stations) to be used.
3. Our Service to the network will endeavor to instruct automatic responses to Events with minimal disruption to you. You will be notified after Events via Email on your Service performance and have the ability to deregister from the Service.

## Service Participation

1. There is no entry fee and no purchase necessary to enter this Service.
2. To be eligible to participate in the Service, you must:
  - I. At all times comply with these Terms & Conditions;
  - II. Be 18 or over;
  - III. Be a resident of Great Britain;
  - IV. Own a SolarEdge Home Battery with a SolarEdge single-phase inverter that is connected to the internet and registered under the SolarEdge Monitoring Platform for the last 30 days;
  - V. Have a working electricity smart meter<sup>1</sup> which has been sending 80% of half-hourly readings for the last 30 days, with at least a full day's worth of half-hourly readings.
  - VI. Have a registered import and export MPANs, associated with your address in the database of Smart DCC Ltd, a wholly owned subsidiary of Capita plc, regulated by Ofgem ("DCC").
  - VII. Opt-in to the Service by completing the form on the Service landing page and the web authentication process;
  - VIII. Not participating in the delivery of balancing services or any similar service for ESO or any Distribution Network Operator
  - IX. Meet the requirements of the ESO Demand Flexibility Service terms in place;
  - X. Have consented to, and not remove your consent, giving us, Solo and ESO half-hourly smart meter reads.
3. A firmware upgrade to your SolarEdge device may be required for participation, we reserve the right during the service to remotely update firmware when necessary.
4. SolarEdge will control your SolarEdge Inverter and SolarEdge Home Battery for the purposes of providing the Service. By accepting these Rules you consent for SolarEdge to control the system during Events and before events for preparations.
5. Not all battery modes are supported together with the Service and we reserve the right to limit battery modes availability in conjunction with the Service or not register participants on certain battery modes.
6. We expect 9 Events to occur during the period of December 2023 and April 2024, although the number of Events we respond to could be more or less and there is no guarantee for a minimum or maximum of Events. Participants will not be able to decide which Events they participate in ("Event Opt-Out"), but always have the option to deregister from the Service ("Service Opt-Out").
7. We will use data from your SolarEdge products and your smart meter to calculate your individual energy participation during the Events. Where value is generated, you will be rewarded at least £2.00 per kWh delivered, as measured by ESO, through issuing digital vouchers during the month of

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<sup>1</sup> SMETS1 or SMETS2 electricity meter which is (1) actively communicating with the DCC and has done for a period of at least 30 days prior to the request to join the Service, and (2) not participating in the delivery of balancing services or any similar service for ESO or any Distribution Network Operator.

- June each year, as a one-time incentive summarizing your annual performance (“the Annual Incentive”). We cannot guarantee that the Service will generate incentives.<sup>2</sup>
8. To be eligible for payment of the Annual Incentive, you must achieve electricity import reduction, or increased electricity export to the grid, as measured by your smart meter compared to a “Baseline” during any of the half-hours of the Event window.
  9. You will be paid the Annual Incentive through issuing digital vouchers. By accepting these Rules, you consent to receiving payments via digital vouchers to your email provided during registration.
  10. Your baseline will be calculated by using the ESO’s DFS Procurement Rules for NGDFS.
  11. If at any point throughout the Service you are no longer eligible under the above Rules we reserve the right to remove you from the Service.
  12. If your smart meter becomes disconnected or you move house, we reserve the right to remove you from the Service.
  13. If your SolarEdge inverter and battery become disconnected from the internet, we reserve the right to remove you from the Service and exclude participation in Events.
  14. Consumers can only participate with one DFS provider at any one time. Enrolling with our Service, if you have already registered for the Demand Flexibility Service with another provider, will mean you will no longer be eligible to participate with the previous Demand Flexibility Service provider. SolarEdge has no responsibility to inform you of removal from any service due to multiple registrations and to the financial or other implications of this removal. Registration with other Demand Flexibility providers following registration for the Service with us, will lead to disqualification from participating in the Service with us. Registration dates shall be established in accordance with the sign-up timestamp entered with the ESO.
  15. By entering the Service, you warrant that all information submitted by you is true, current and complete. If any information you submit is found to be fraudulent or incorrectly completed or if SolarEdge has reasonable grounds to believe that you have breached any of the Rules, SolarEdge reserves the right to disqualify you from the Service and revoke payments.
  16. SolarEdge will not be liable to reimburse any expenses incurred with entering the Service.
  17. Either party may terminate this agreement at any time, for any reason and without notice. You can opt-out of the Service at any time via email to [DFS\\_support@solaredge.com](mailto:DFS_support@solaredge.com). Once you opt out of the service you might not be able to re-register.
  18. Following termination or expiration of this agreement, we are not obligated to store, maintain or provide a copy of any content, data or other information about your participation in the Service.
  19. These Terms of Use and the Services are subject to ESO’s terms found at <https://www.nationalgrideso.com/industry-information/balancing-services/demand-flexibility-service-dfs> and SolarEdge shall have no liability whatsoever if ESO terminates some or all of these terms or if Solo stops being a Registered DFS Participant under the ESO Demand Flexibility Service.
  20. SolarEdge shall have no liability to pay any amount of revenue to the participants other than where the relevant amount has been received from ESO or Solo.

### Data Protection and Publicity

1. SolarEdge’s privacy policy shall apply to any data collected in connection with this Service and can be found on our website at <https://www.solaredge.com/uk/privacy-policy>.

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<sup>2</sup> Your Incentives may be higher or lower depending on a number of factors. For example, how many Events ESO run as well as how long Events last for and your Baseline meter data.

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2. SolarEdge will share participants' email, address, Meter Point Administration Numbers, half-hourly metered energy consumption, energy export, usage information and other details relating to the participants with ESO, Solo, its affiliates and their authorized sub processor N3rgy Data Limited (Party credentials and Party ID of N3RGY LIMITED, incorporated and registered in England and Wales with the company number 11203504 whose registered office is at 4 Ovington Drive, Fleet, United Kingdom, GU51 1DF.) to provide the service including to register participants in the Service and calculate payments to individual participants. Your half-hourly metered consumption and export data from the last 30 days will be processed by Solo Energy Limited and N3rgy Data Limited by interfacing with the national smart meter systems in accordance with the Smart Energy Code (<https://smartenergycodecompany.co.uk/>).
  3. SolarEdge and Solo will provide ESO with half hourly electricity consumption, export, baseline and reduction data and the value of any incentives used in an aggregate manner, for the purposes of delivering the Service. In rare cases, ESO may request detailed half hourly data around the Events to audit performance and payment, which may include consumption and export data on an individual participant basis. SolarEdge, Solo, and its affiliates and approved sub processors on its behalf may share and process the above information.
  4. By entering the Service you agree that your above information will be processed and used as such.
  5. By entering the Service, you agree to receive communications from us or Solo in connection with your participation in the Services.
  6. We and Solo and/or N3RGY LIMITED shall retain settlement calculations and data regarding your participation in the Service for 15 months, as per the terms of ESO program.
  7. SolarEdge in its sole discretion reserves the right to withdraw or vary the Rules and/or any offer made in connection with them in order to comply with the decision of any relevant judicial or regulatory body and shall not be held liable to any entrant for doing so.