

TERMS AND CONDITIONS
FOR ACCESS TO SPARK

value

1. INTRODUCTION

The following terms and conditions (hereinafter the “Agreement”) will be applicable in relation to the services rendered by Volue Technology AS (hereinafter “Volue”) to the applying partner (hereinafter “Partner”) for access to Spark. By accepting this Agreement for partnership with Volue, the Partner agrees to the Agreement as binding for both the Partner and Volue (hereinafter referred to as “Parties” and separately as “Party”).

2. PURPOSE & SCOPE

Spark aims to use and analyse data provided by Partners to offer services that will enable grid-aware charging, consumption, and production in local energy systems (neighborhoods). To do so, Volue will establish an eco-system of flexibility providers for distributed energy resources such as electric vehicles, photovoltaics, batteries, heat pumps and hot water systems.

To act as a flexibility provider in the Spark eco-system, the Partner agrees to share data in accordance with clause 3 below to be used by Volue for the purposes of this Agreement. Volue’s rights to use shared data shall survive the termination of this Agreement.

The Partner acknowledges that services may be limited or non-existent, and that services under this Agreement are contingent e.g., on sufficient Partner and data acquisition by Volue.

3. SHARING OF DATA

By entering into this Agreement, the Partner accepts that the following data shall be shared with and transferred to Volue if the service requires it:

- 1) Energy resource metadata, including but not limited to ID, position and/or EAN number
- 2) Real-time or historical energy resource sensor data, e.g., voltage, power and/or current measurements
- 3) Energy resource flexibility and planned charging, consumption, and production
- 4) Interfaces for changing planned charging, consumption, and production

Nothing in this provision constitutes a duty for the Partner to share data that is unavailable or that the Partner is precluded from sharing.

4. PROCESSING OF PERSONAL DATA

Any processing of the Partner’s personal data shall only be done for the purposes of this Agreement. Volue shall use planned and systematic measures to ensure satisfactory information security in accordance with applicable laws and regulations or lawful instructions provided by the Partner, with respect to protecting the Partner’s data from loss, misuse, access, or alteration by unauthorized persons, and from virus and other malware attacks.

Volue processes personal data as defined in the GDPR (Regulation (EU) No 2016/679) on behalf of the Partner. This relationship is regulated through a separate Data Processing Agreement (DPA). The DPA details the purpose of such data processing, the requirements relating to the information system and security measures taken, etc. In the event of a conflict between this Agreement and the DPA, the DPA shall take precedence.

The Partner shall remain responsible for the accuracy and completeness of the data provided to Volue and shall ensure that it has the right to share the data with Volue for the purposes of this Agreement. The Partner shall indemnify Volue from any liability resulting from the Partners non-compliance with these obligations.

The Partner shall inform Volue of events that may affect the processing of personal or sensitive data for the purposes of this Agreement.

5. API USAGE RIGHTS & RESTRICTIONS

Volue grants the Partner a limited, non-exclusive, non-assignable, non-transferable license to use the Volue APIs available at the site api.voluespark.com (hereinafter “APIs”) to develop, test, and support any software application, website, or product. The Partner may not copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display or sublicense to any third party the content returned from the APIs.

The Partner shall only access APIs with the credentials assigned by Volue. The Partner shall keep the credentials confidential and prevent others from using the credentials.

The Partner agrees that Volue may monitor use of the APIs to ensure quality, improve Volue products and services, and verify compliance with the Agreement. This monitoring may include Volue accessing and using the Partner's API client. Volue may limit the Partner's API usage due to excessive requests or other events that impact the performance of the system.

Volue does not make any specific promises about the APIs. Volue does not make any commitments about the content accessed through the APIs, the specific functions of the APIs, or their reliability, availability, or ability to meet the Partner's needs. The APIs are provided "as is". Volue may change or discontinue the APIs at any time subject to prior notice, leaving older versions live for a limited time. Volue will not be responsible for any losses resulting from the Partner's use of APIs.

The Partner shall under no circumstance use the APIs to extract confidential or business sensitive information such as proprietary price information, and shall defend and indemnify Volue and other Volue Partners against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from the Partner's misuse of the APIs.

Volue may suspend or terminate the Partner's access to the APIs without notice if there is reason to believe that there is a violation of this Agreement. Upon termination of the Agreement or discontinuation of access to an API, the Partner will immediately stop using the API.

6. INTELLECTUAL PROPERTY

This Agreement shall not be construed as granting or conveying the Parties any express or implied ownership rights or license under patent, trademark, copyright, or any other intellectual property rights.

7. MARKETING

Each Party may refer to this Agreement for marketing purposes without prior consent of the other Party.

8. CONTRACT TERM

This Agreement shall be effective for a period of 1 year and shall thereafter be renewed automatically for additional periods of 1 year unless either party hereto submits a written notice of termination.

9. TERMINATION

This Agreement may be terminated by either Party with a written notice period of 1 month.

10. LEGISLATION AND JURISDICTION

The Agreement is governed by Norwegian law.

Any dispute which may arise between the parties regarding to the validity, efficacy, interpretation, or enforcement of this Agreement will be subject to the exclusive jurisdiction of Norwegian courts, with Oslo district court as the agreed venue.

11. OTHER PROVISIONS

The Partner accepts that Volue may update this Agreement and that the latest version of the Agreement shall apply. The latest version will be available on Volue's website (value.com). Volue shall inform the Partner of new versions in case of material changes.