EU Data Act Notice

We hereby inform you, as a user of a connected Battery Energy Storage System ("BESS"), about the data generated from the connected product and related service(s), and how it can be accessed pursuant to Article 3(2) and (3) of Regulation (EU) 2023/2854 (the "EU Data Act").

1. Product holder and connected products

JA Solar GmbH ("JA" or, "we"), a private limited liability company established under the laws of the Federal Republic of Germany in Munich, Bavaria, Germany, acts as the Data Holder within the meaning of Article 2(13) of the EU Data Act.

JA offers the following BESS products: JAPlanet and JAGalaxy. These JA BESS products qualify as connected products pursuant to Article 2(5) of the EU Data Act. A connected product is deemed a physical object that obtains, generates or collects data concerning its use or environment and that is able to communicate product data via the internet, an electronic communications service, physical connection or on-device access and whose primary function is not the storing, processing or transmission of data on behalf of any party other than the user.

2. Product data covered

The data covered includes product data and related service data that are readily available within the meaning of the EU Data Act. Typical data categories include operational parameters, performance metrics, diagnostics, and maintenance data. Details regarding data types and descriptions, estimated volumes, collection frequency, storage location, and retention periods will be disclosed directly to each JA BESS customer, as applicable, and will be updated when new data become available.

3. Storage and retention

Data is stored either locally on the device or remotely in the data center of Microsoft cloud infrastructure located in Frankfurt (Germany).

The data will be retained for as long as we need it to provide our products in accordance with applicable terms of use, comply with legal obligations or to protect our or other's interests. Retention times depend on the data category: for example, operational logs may be retained for up to 12 months; account data may be retained until account deletion.

4. User right's

All BESS data generated by the normal operation of JA BESS products will be available to you, the user, in accordance with the EU Data Act. You, as a user, have the right to access,

use, and request the sharing of their data as provided by applicable law and as described in this notice.

Requests to access, retrieve and, where relevant, erase certain data can be made by email to privacy.compliance@jasolar.eu or by sending a letter titled “Data Act request” to:

Compliance Department, JA Solar GmbH, Bauhausplatz 4, 80807 Munich, Germany.

As user, you are likewise entitled to lodge a complaint alleging an infringement of the EU Data Act, chapter II, to the competent authority designated.

5. Permitted use of data by JA and third parties

JA intends to make use of the readily available data for our own purposes, such as, the provision & operation of the product or the related service(s), diagnostics, maintenance and repair, safety, security and system integrity and to respond to legal requests or to comply with applicable laws.

We may allow one or more third parties, such as affiliated companies within our corporate group, business partners, service providers, to access and use the data for purposes lawfully permitted, including (1) assisting JA in the achieving the purposes stated in Clause 5 Sentence 1 above or achieving, in collaboration with JA as data holder or through special purpose companies, the purposes permitted under Clause 5 Sentence 1; (2) In relation to any of their own purposes, independent from JA, to the extent lawfully permitted.

6. Data sharing on behalf of the user

The EU Data Act grants the right to users to request JA to transmit data held by JA to a third-party data recipient, free of charge, without undue delay, and in a structured, commonly used and machine-readable format. Users may also request termination of such data sharing at any time.

Such requests can be made by email to privacy.compliance@jasolar.eu or by sending a letter titled “Data Act Request” to: Compliance Department, JA Solar GmbH, Bauhausplatz 4, 80807 Munich, Germany.

7. Terms of use for data access and transfer

JA handles requests under the EU Data Act without undue delay and free of charge. Data are provided in a structured, commonly used and machine-readable format.

If the requested dataset is not held by JA, we will inform you, the user, accordingly.

8. Term and termination of the contract between the user and the data holder

The contract terminates automatically if the BESS is destroyed or damaged so that it can no longer generate data, or if the user is no longer the owner or contractually entitled to use the connected product and/or related service(s). The terms and conditions (including duration and termination), is governed by the agreed terms between the you, as a user, and the data holder.

9. Trade secrets

Certain data or metadata may be protected as trade secrets under Directive (EU) 2016/943.

JA will apply appropriate technical and organisational protection measures to preserve the confidentiality of any shared or otherwise disclosed identified trade secrets. In limited and legally justified circumstances, the sharing of specific trade secret data may be suspended or refused, with notification to the user and the competent authority. Where a user is permitted to make data protected as trade secrets available to a third party, the User must inform JA that identified trade secrets have been or will be disclosed, specify the data concerned, and provide the identity and contact details of the third party.

10. EMS Switching & Data Portability

In accordance with Article 25 of the EU Data Act, the customer (as this term is defined in article 2(30) of the Data Act) has the right to switch the EMS services to a third-party provider or an on-premises infrastructure upon a maximum two-month notice period. The customer must specify if they intend to port data or simply erase it upon termination.

Following the notice period, a 30-calendar-day transitional period shall apply (the "Transition"), during which JA will:

- Maintain EMS continuity and system safety with due care.
- Provide reasonable technical assistance to the customer or their authorized third party.
- Notify the customer of any known continuity risks or warranty impacts resulting from the switch.
- Maintain high data security throughout the transfer.

If the Transition cannot be completed within 30 days due to technical complexity, JA will notify the customer within 14 working days with a justification. In such cases, the Transition may be extended up to a maximum of 7 months.

JA will provide all customer-generated data (e.g., SoC/SoH logs, performance metrics, and event history) as specified in the Technical Information of the BESS product

- Trade Secrets: Data specific to JA's internal logic or proprietary algorithms, is exempt from porting.
- Format: Data will be provided in a structured, machine-readable format (JSON/CSV) via secure API or download.

After the Transition, the Customer has a 30-day window to retrieve their data.

- Erasure: Following this window, JA will permanently erase all Exportable Data unless retention is legally required.

11. Contact information

As to the questions or enquiries relating to the EU Data Act, JA can be reached under the following contact details:

E-mail address: privacy.compliance@jasolar.eu

Mailing Address: Compliance Department, JA Solar GmbH, Bauhausplatz 4, 80807 Munich, Germany.