



Enphase Care Plus

Residential Service Plan (10-year)

Purchaser Information

Purchaser's Name

Purchaser's Phone

Purchaser's Email

Purchaser's Mailing Address

Seller Information

Seller

Toll-free Phone Number

Email Address

Enphase Energy, Inc.

(877) 797-4743

care@enphaseenergy.com

Mailing Address

City

State

Zip

47281 Bayside Pkwy.

Fremont

CA

94538

Covered System Information

Site Address

Enphase Site ID

Site Type

Number of IQ Microinverters Covered

Total Enphase Battery Capacity (kWh) Covered

Plan Effective Date

Plan Fee

The purchaser of this Enphase Care Plus Service Plan (“**Service Plan**”) identified in the Declarations above (the “**Purchaser**” or “**You**”) has read the entire contract. This Service Plan, including all terms, conditions, limitations, exceptions, and exclusions, all of which constitute the entire agreement between the Obligor and Purchaser. “**We**”, “**Us**”, “**Our**”, “**Enphase**” or the “**Obligor**” means the company obligated under this Service Plan. In Alaska, Connecticut, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Montana, Nebraska, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Dakota, Tennessee, and West Virginia, the company obligated under this Service Plan is Enphase Energy, Inc., 47281 Bayside Pkwy, Fremont, CA 94538. In all remaining states, the company obligated under this Service Plan is Enphase Service Company, LLC, 47281 Bayside Pkwy, Fremont, CA 94538. FOR REQUIREMENTS AND/OR DISCLOSURES THAT APPLY SPECIFICALLY TO THE PURCHASER, PLEASE REVIEW THE STATE SPECIFIC AMENDMENTS & DISCLOSURES SECTION OF THIS SERVICE PLAN. Purchase of this Service Plan is not required in order to purchase or lease the Covered System. THIS SERVICE PLAN IS NOT AN INSURANCE POLICY OR A GUARANTEE. Failure by Obligor to require performance of any provision of this Service Plan shall not affect Obligor’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Service Plan constitute a waiver of any subsequent breach or default or a waiver of the provision itself. The Terms and Conditions of the Service Plan shall prevail over any conflicting, additional, or other terms of any purchase order or other document and constitute Purchaser’s and Our entire understanding with respect to the Service Plan.

By purchasing this Service Plan, You agree that You have reviewed, understand, and agree to the terms and conditions of this Service Plan, including without limitation, the limitations, payment authorization, coverage, electronic delivery terms, and exclusions, and that the replacement or repair of non-Covered Systems is excluded from the scope of coverage. You hereby declare that You have received this Service Plan, and the above information is correct.

Purchaser:

Signature _____

Printed Name _____

Date _____

Obligor:

Signature _____

Representative Name _____

Date _____

ENPHASE CARE PLUS RESIDENTIAL SERVICE PLAN (10-YEAR) TERMS AND CONDITIONS

1. **Scope of Coverage:** Subject to the terms and conditions of this Service Plan and during the Service Plan Term Enphase will provide to the Purchaser the Labor Protection (defined herein), for the PV system or PV + storage system, set forth on the Declarations Page attached to these Terms and Conditions, provided that as of the Plan Effective Date: (i) such system is installed for use at the original user location (the “**Original Location**”), (ii) the Original Location is located within the 50 United States (excluding U.S. territories), (iii) the system includes an Enphase IQ Gateway (Envoy) or Enphase IQ Combiner device and is connected to the Enphase monitoring platform (“**Enlighten**”), and (iv) the system is associated with the Enphase Site ID set forth on the Declarations Page. A system meeting all of the preceding requirements is referred to in this Service Plan as a “**Covered System**”). This Service Plan is valid only when the Covered System is sold by Enphase itself or by an Enphase-authorized distributor and is valid to the extent permitted by the applicable laws of the states mentioned above.
2. **Term of This Service Plan:** Subject to Enphase’s receipt of payment of the Plan Fee and the terms and conditions of this Service Plan, this Service Plan shall commence on the Plan Effective Date set forth on the Declarations Page and continue for ten (10) years or until earlier cancelled as set forth in Section 3 (Cancellation) below (the “**Service Plan Term**”).
3. **Cancellation:**
 - (a) The Purchaser may cancel this Service Plan for any reason at any time by contacting Enphase at 888-674-2730 or emailing Enphase at care@enphase.com. If the Purchaser’s cancellation request is received by Enphase within thirty (30) days of the Plan Effective Date (as identified on the Declarations Page) and no claim has been paid under the Service Plan, the Purchaser will receive refund equal to one hundred percent (100%) of the Plan Fee applicable to the Service Plan Term. If the Purchaser’s cancellation request is received by Enphase more than thirty (30) days from the Plan Effective Date, or if a claim has been paid or service provided under the Service Plan, the Purchaser will receive a pro-rata refund of the Plan Fee, less paid claims and costs of services provided under the Service Plan, and less an administrative fee not to exceed the lesser of ten percent (10%) of the Plan Fee or twenty-five dollars (\$25). If the Purchaser cancels this Service Plan within thirty (30) days of the Purchase Date, and if no claim has been paid under the Service Plan, Enphase will pay a ten percent (10%) penalty for each month that a refund is not paid within forty-five (45) days of the Purchaser’s notice of cancellation.
 - (b) Enphase may cancel this Service Plan for any reason. If Enphase cancels this Service Plan, Enphase will mail a written notice to the Purchaser within fifteen (15) days of the date of cancellation. If Enphase cancels this Service Plan, Enphase will refund to the Purchaser the unearned portion of the full Plan Fee. This Service Plan is non-transferable.
4. **Pricing and Payment Terms:** The Purchaser agrees to pay the full, applicable Plan Fee at the time of purchase. All Plan Fees shall be due and payable only in United States currency. If the full Plan Fee is not timely made, this Service Plan will be void in its entirety.
5. **Effect(s) of Manufacturer’s Warranty on Coverage:** Subject to the terms and conditions of this Service Plan and during the Service Plan Term, Covered System components in need of repair or replacement that are still covered under an active manufacturer’s warranty will be serviced by Enphase or an approved provider in accordance with the manufacturer’s guidelines. **IF THE TERM OF THIS SERVICE PLAN OVERLAPS WITH THE TERM OF AN ACTIVE MANUFACTURER’S WARRANTY FOR A COVERED SYSTEM COMPONENT, THE PURCHASER MUST LOOK FIRST TO THE MANUFACTURER’S WARRANTY FOR LABOR COVERAGE. THIS SERVICE PLAN EXCLUDES COVERAGE FOR ANY LABOR COVERED BY AN ACTIVE MANUFACTURER’S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY SUCH MANUFACTURER’S WARRANTY.** Enphase shall process manufacturer warranty claims for Covered System components, including, any third-party solar panels that may be installed with the Covered System at the Site Address (“**Third-Party Manufactured Components**”), under the terms of any applicable manufacturer’s limited warranty on behalf of the Purchaser. If a component of the Covered System is covered under an active manufacturer’s warranty, but the manufacturer elects to provide a refund in lieu of a repair or replacement unit, Enphase will provide any such refund to the Purchaser.
6. **How to Obtain Service:**
 - (a) To obtain service under this Service Plan for a Covered System, the Purchaser must call [888-674-2730] or contact Enphase via email at care@enphase.com.

- (b) If Enphase instructs the Purchaser to return a Covered System component to Enphase, Enphase will provide the Purchaser a prepaid mailing label for the return. If the Purchaser returns a Covered System component to Enphase (i) without an RMA from Enphase or (ii) without all parts included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen percent (15%) of the original purchase price of the Covered System component or the retail value of the missing Covered System components. We recommend that Purchaser use a tracking service for their protection.
 - (c) By returning a Covered System component, Purchaser hereby acknowledges that ownership of the Covered System component is transferred to Enphase upon Enphase's receipt of the Covered System component. Any Covered System component returned to Enphase that Enphase determines is not covered under this Service Plan, or that is returned to Enphase without a valid RMA from Enphase, may be rejected, and returned at the Purchaser's cost (subject to prepayment), or kept for thirty (30) days for pick-up by the Purchaser, and then disposed of in Enphase's sole discretion without further liability or obligation to the Purchaser.
 - (d) Once a returned Covered System component is received and inspected, Enphase will notify the Purchaser (or the contractor approved by Enphase to repair the Covered System or repair/replace the Covered System component) that Enphase has received the returned Covered System component.
- 7. Labor Protection:** During the Service Plan Term, and subject to the terms and conditions of this Service Plan, if Enphase establishes the existence of a defect that is covered by this Service Plan, Enphase will either (a) repair the Covered System, including, without limitation, replacing Covered System components that fail under normal use and service due to a manufacturer's defect in materials or workmanship under the terms of an active manufacturer's warranty applicable to such defective component, (the "Labor Protection"); or (b) if, and only if, Enphase advises Purchaser that it is unable to perform the Labor Protection pursuant to subsection 7(a), reimburse Purchaser the labor charges associated with Labor Protection provided by an Enphase approved third-party contractor selected by Purchaser. Under subsection 7(a), Enphase may perform the Labor Protection itself or retain an Enphase-approved contractor selected by Enphase and pay the labor charges associated with the performance of such Labor Protection; in such case, the Enphase-selected-and-approved contractor shall not charge the Purchaser for any labor charges associated with performing the Labor Protection, but instead will be compensated by Enphase at a pre-determined labor rate and schedule associated with the particular repair. If Purchaser seeks reimbursement for Labor Protection provided under subsection 7(b), Purchaser must submit copies of all invoices and receipts pertaining to the Labor Protection to care@enphase.com or Enphase at 47281 Bayside Pkwy, Fremont, CA 94538 (Attn: Vice President, Enphase Care). The maximum amount Enphase will reimburse for authorized Labor Protection each year during the Term is limited to reasonable and customary charges for labor necessary to repair or replace the Covered System components and is subject to a maximum of \$5,000 each such year, in the aggregate, during the Service Plan Term.
- 8. Other Services Provided:** During the Service Plan Term, Enphase will provide regular automated system notification and remote issue resolution where possible. If Enphase identifies an issue with the Covered System during the performance of Enphase's regular automated system notification, Enphase, within five (5) days of identifying such issue, will determine if the issue can be resolved remotely and if remote resolution is possible, will promptly commence remote resolution of the issue. If Enphase is unable to resolve the issue remotely, Enphase will enable notification to the Purchaser of the issue via the Enphase Enlighten System and Enphase Enlighten Homeowner App. Purchaser is responsible for contacting Enphase to schedule such service.
- 9. Purchaser's Additional Responsibilities:**
- (a) The Purchaser must timely report to Enphase any damage or failure to a Covered System and take reasonable steps to prevent further damage where practicable.
 - (b) The Purchaser shall properly maintain and operate the Covered System and shall have the Covered System routinely inspected in accordance with the owner's manual or manufacturer's instructions.
 - (c) The Purchaser shall provide Enphase or its designee reasonable access to the Covered System and shall not interfere with the provision of the services contemplated under this Service Plan. The Purchaser's responsibility to provide reasonable access to the Covered System under this Section 9(c) includes, but is not limited to, ensuring that all Enlighten data associated with the Covered System, including, without limitation, the Purchaser's contact information, is current and accurate.
- 10. Deductible:** There is no deductible for services performed under this Service Plan.

11. **Transferability:** This Service Plan is non-transferable.

12. **Service Plan Limitations and Exclusions:**

A. THIS SERVICE PLAN DOES NOT COVER, AND ENPHASE WILL NOT BE RESPONSIBLE FOR:

- I. COVERED SYSTEMS THAT HAVE NOT BEEN GIVEN PERMISSION TO OPERATE BY THE APPLICABLE AUTHORITY HAVING JURISDICTION (AHJ).
- II. COVERED SYSTEMS THAT ARE NOT CONNECTED TO THE ENPHASE APP THROUGH AN ENPHASE IQ GATEWAY (ENVOY) OR ENPHASE IQ COMBINER DEVICE AND CONTINUOUSLY CONNECTED TO THE ENPHASE APP THEREAFTER, UNLESS SUCH LACK OF CONNECTIVITY IS DUE TO CAUSES OUTSIDE OF THE PURCHASER'S REASONABLE CONTROL.
- III. ANY DAMAGE CAUSED BY ACTIONS PERFORMED OR MATERIALS USED OR INSTALLED BY ANYONE OTHER THAN ENPHASE OR ITS APPROVED SERVICE PROVIDERS, INCLUDING REPAIRS, ALTERATIONS, MOVEMENT, OR MODIFICATION TO A COVERED SYSTEM (OR ANY PORTION OF THE COVERED SYSTEM) FOR ANY REASON.
- IV. ANY DAMAGES OR LOSSES TYPICALLY COVERED BY ANY INSURANCE POLICY, REGARDLESS OF WHETHER THE INSURER HONORS SUCH COVERAGE, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRE, EARTHQUAKE, WATER DAMAGE, AND HAIL.
- V. COSTS RELATED TO THE REMOVAL, INSTALLATION, OR TROUBLESHOOTING OF THE PURCHASER'S ELECTRICAL SYSTEMS.
- VI. TELEPHONE, ELECTRICAL, OR OTHER LINES CONNECTING TO THE COVERED SYSTEM OR A COMPONENT THEREOF.
- VII. DELAY, SHIPPING DAMAGE OR ANY OTHER DAMAGE CAUSED BY MISHANDLING OF PRODUCTS BY THE FREIGHT CARRIER.
- VIII. SHIPPING, FREIGHT, AND ANY OTHER COSTS OF TRANSPORTING THIRD-PARTY MANUFACTURED COMPONENTS.
- IX. UPGRADES TO THE COVERED SYSTEM, PERMITS, OR ANY ADDITIONAL EXPENSE INCURRED IN ORDER TO COMPLY WITH LOCAL, STATE, OR FEDERAL BUILDING CODES AND OTHER LAWS AND REGULATIONS.
- X. ANY DEFECT IN OR DAMAGE TO ANY COVERED SYSTEM COMPONENTS: (1) THAT HAVE BEEN MISUSED, NEGLECTED, TAMPERED WITH, ALTERED, OR OTHERWISE DAMAGED, EITHER INTERNALLY OR EXTERNALLY; (2) THAT HAVE BEEN IMPROPERLY INSTALLED, OPERATED, HANDLED, OR USED, INCLUDING USE UNDER CONDITIONS FOR WHICH THE PRODUCT WAS NOT DESIGNED, USED IN AN UNSUITABLE ENVIRONMENT, OR USED IN A MANNER CONTRARY TO THE APPLICABLE INSTALLATION GUIDE, INSTALLATION MANUAL, USER MANUAL, OR APPLICABLE LAWS OR REGULATIONS; (3) THAT HAVE BEEN SUBJECTED TO FIRE, WATER, GENERALIZED CORROSION, BIOLOGICAL INFESTATIONS, ACTS OF NATURE, OR INPUT VOLTAGE THAT CREATES OPERATING CONDITIONS BEYOND THE MAXIMUM OR MINIMUM LIMITS LISTED IN THE DATA SHEET APPLICABLE TO THE COVERED SYSTEM COMPONENT (AS PUBLISHED BY THE MANUFACTURER OF SUCH COVERED SYSTEM COMPONENT), INCLUDING HIGH INPUT VOLTAGE FROM GENERATORS OR LIGHTNING STRIKES; (4) THAT HAVE BEEN CAUSED BY PRE-EXISTING OR UNDERLYING CONDITIONS OF THE ORIGINAL LOCATION; (5) IF THE ORIGINAL IDENTIFICATION MARKINGS (INCLUDING TRADEMARK OR SERIAL NUMBER) OF SUCH PRODUCTS HAVE BEEN DEFACED, ALTERED, OR REMOVED (OTHER THAN BY FADING THROUGH REGULAR WEAR AND TEAR); (6) IF THE GRID PROFILE (UTILITY APPROVED OPERATING PARAMETERS) OF THE COVERED SYSTEM HAS BEEN ALTERED, AND SUCH ALTERATION CAUSES THE PRODUCT TO MALFUNCTION, FAIL, OR FAIL TO OPTIMALLY PERFORM; OR (7) IF THE COVERED SYSTEM COMPONENT IS NOT USING THE MOST UP-TO-DATE FIRMWARE MADE AVAILABLE BY ENPHASE AND THE APPLICABLE DEFECT COULD HAVE BEEN AVOIDED IF SUCH FIRMWARE WERE BEING USED.
- XI. COSMETIC, TECHNICAL OR DESIGN DEFECTS, OR SHORTCOMINGS WHICH DO NOT MATERIALLY INFLUENCE OR AFFECT THE FUNCTION OF THE COVERED SYSTEM.

- XII. NOISE OR VIBRATIONS THAT ARE NOT EXCESSIVE OR UNCHARACTERISTIC AND DO NOT IMPACT ANY COVERED SYSTEM'S PERFORMANCE.
- XIII. ANY DEFECTS OR PARTS REQUIRING REPLACEMENT DUE TO ORDINARY WEAR AND TEAR, CORROSION, RUST OR STAINS, SCRATCHES, DENTS ON THE CASING, OR PAINTWORK OF A COVERED SYSTEM.
- XIV. CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FINES, LOST ENERGY PRODUCTION, LOST CONTRACTS, LOSS OF INCOME, OR LOSS OF PROFITS.
- XV. DEPRECIATION OR DIMINISHED VALUE.
- XVI. SOFTWARE PROGRAMS INSTALLED IN THE COVERED SYSTEMS NOR THE RECOVERY AND REINSTALLATION OF SUCH SOFTWARE PROGRAMS AND DATA.
- XVII. THIRD-PARTY MANUFACTURED BATTERIES.
- XVIII. IF THE PURCHASER OBJECTS TO ENPHASE USING THE PURCHASER'S PERSONAL INFORMATION FOR THE PURPOSE OF PROVIDING THE SERVICES DESCRIBED HEREIN.
- XIX. IF ENPHASE IS NOT PROVIDED REASONABLE ACCESS TO THE COVERED SYSTEM OR IF THE PURCHASER OR ANY OTHER PARTY INTERFERES WITH THE PROVISION OF THE SERVICES DESCRIBED HEREIN.

- B. ENPHASE DOES NOT WARRANT THAT THE OPERATIONS OF THE COVERED SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. NO ENPHASE EMPLOYEE OR AUTHORIZED RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS SERVICE PLAN.
- C. COVERED SYSTEMS ARE NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. ENPHASE DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF ANY COVERED SYSTEM. FURTHER, ENPHASE RESERVES THE RIGHT TO REFUSE TO PROVIDE SUPPORT IN CONNECTION WITH ANY SUCH USE AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ENPHASE'S PROVISION OF, OR REFUSAL TO PROVIDE, SUPPORT FOR ANY COVERED SYSTEM IN SUCH CIRCUMSTANCES.

13. Circumstances that May Void this Service Plan: This Service Plan may be voided entirely by Enphase by any of the following:

- (a) The Purchaser's gross negligence or intentional damage to the Covered System.
- (b) The Purchaser's breach of or failure to perform his or her obligations under Service Plan, including, but not limited to, any failure to report damage to or failure of a Covered System in a timely fashion, not cooperating with Enphase or any third party to assist in the assessment of or repairs to the Covered System, or failure to properly operate a Covered System in accordance with the owner's manual or manufacturer's instructions.
- (c) Any actual or attempted installation, repair, alteration, replacement, movement, change, or modification to the Covered System made by anyone other than Enphase or its approved service providers.
- (d) Purchaser's failure to pay in full the Plan Fee applicable to the Initial Term.

14. Disclaimer of Warranties:

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS SERVICE PLAN. THE GRANT OF THIS SERVICE PLAN BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE PURCHASER TO THE TERMS, CONDITIONS, AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED

WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PURCHASER. THIS SERVICE PLAN GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

15. Limitation of Liability:

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ENPHASE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

16. Governing Law: This Service Plan shall be governed by the laws of the State in which the Covered System was installed without giving effect to any conflict of laws principles that may require the application of the law of another state or jurisdiction.

17. Privacy Policy: As part of the services provided to You by this Service Plan, Enphase may collect, use, and disclose personal information about You for the purposes of establishing, managing, and maintaining Our relationship with You in accordance with Enphase's Privacy Policy, available at <https://enphase.com/legal/privacy-policy>. Your information may be shared with our service providers, distributors, and other third parties as explained in our Privacy Policy.

18. Arbitration:

- (a) Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires the Purchaser ("you") to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase ("us").
- (b) **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access to or use of the Covered Systems, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- (c) **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Service Plan, the Purchaser agrees to first contact Enphase at legal@enphaseenergy.com and attempt to resolve the dispute with us informally. If the dispute has not been resolved after sixty (60) days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("JAMS"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that the Purchaser cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for the Purchaser. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Service Plan. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.
- (d) **Waiver of Jury Trial.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ARBITRATION AGREEMENT, YOU AND ENPHASE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CONSTITUTIONAL AND STATUTORY

RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SERVICE PLAN. You and Enphase are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 18(b) and 18(e). An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Service Plan as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- (e) **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE PURCHASER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER PURCHASER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
 - (f) **30-Day Right to Opt-Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt-out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within thirty (30) days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: legal@enphaseenergy.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Service Plan will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
 - (g) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.
19. **Communication/Electronic Delivery:** You consent to Enphase communicating with You by email at the Purchaser's Email Address set forth in the Declarations. You must have reasonable access to hardware and software that meets the minimum standards necessary in order to view and retain the electronic records We are providing. By entering into this Service Plan, You expressly agree to such communication methods, including the electronic delivery of documents to You, and agree that Your hardware and software meet the following minimum requirements (which are subject to change): (1) Operating Systems: Windows® 2000, Windows® XP, Windows® Vista; or Mac OS® X; (2) Browsers: final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only); and (3) PDF Reader: Acrobat® or similar software may be required to view and print PDF files. All documents sent by Enphase to You are subject to this consent, including but not limited to, all disclosures, declarations, Service Plan forms, and termination or cancellation notices, except where applicable law requires notice by another means. All communications will be in English unless otherwise required by applicable law. At any time, You may withdraw Your consent to receive documents electronically, request paper copies, or update your contact information by contacting Enphase at 888-674-2730, by emailing Enphase at care@enphase.com, or by sending a written request to Enphase at 47281 Bayside Parkway, Fremont, California, 94538 Attention: General Counsel. Your withdrawal of consent shall be effective within ten (10) days after receipt by Enphase of Your withdrawal request. Thereafter, delivery will be provided to You at the mailing address on file.
20. **Guarantee:** Enphase's obligations under this Service Plan are backed by the full faith and credit of Obligor and are not guaranteed or insured under a service plan reimbursement insurance policy. A claim against Enphase shall also include a claim for return of the unearned Plan Fee.
21. **Severability:** If any provision of this Service Plan is held to be invalid or unenforceable under the law, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the other provisions shall continue in full force and effect.
22. **Entire Agreement:** This Service Plan constitutes the entire agreement between Enphase and the Purchaser and supersedes all previous written and oral agreements and communications in respect thereof.

STATE SPECIFIC AMENDMENTS & DISCLOSURES

Alabama: Any refund due to the Purchaser may be credited to any outstanding balance of the account of the Purchaser, and the excess, if any, shall be refunded to the Purchaser. If Enphase cancels this Service Plan, Enphase will refund to the Purchaser the unearned portion of the full Plan Fee and mail a written notice stating the reason and effective date of cancellation to the Purchaser at the last known address of the Purchaser contained in Enphase's records at least five (5) days prior to cancellation. Prior notice is not required if Enphase's reason for cancellation is nonpayment of the Plan Fee or a material misrepresentation by the Purchaser to Enphase relating to the Covered Product or its use. This Service Plan does not cover preexisting conditions.

Arizona: Pre-existing conditions are not excluded if such conditions were either known or would have been known by visual inspection, operation or testing the Covered System. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. The arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Plan under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

California: If the Purchaser cancels this Service Plan within sixty (60) days after receipt of the Service Plan and no claims have been made, Enphase shall refund or credit the Purchaser the full Plan Fee. If the Purchaser cancels this Service Plan within sixty (60) days from the date of receipt of the Service Plan and a claim has been made, Enphase will refund the Purchaser a pro-rata refund based on elapsed time. If the Purchaser cancels this Service Plan more than sixty (60) days from receipt of the Service Plan, Enphase will refund the Purchaser a pro-rata refund based on elapsed time, less an administrative fee not to exceed ten percent (10%) of the Plan Fee or \$25, whichever is less. If the Purchaser cancels this Service Plan, a 10% per annum interest payment for each additional thirty (30) days or a fraction thereof shall be added to a refund that is not paid or credited within thirty (30) days after cancellation. Enphase may only cancel this Service Plan if: (a) the Purchaser fails to make timely payment of the Plan Fee; (b) the Purchaser is in material breach of the Service Plan; (c) the Purchaser has committed fraud in connection with the Service Plan; or (d) Enphase discontinues offering this category of service contract within thirty (30) days of the effective date of the cancellation.

Connecticut: If the Purchaser is unable to resolve any disputes arising under this Service Plan, Purchaser may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at P.O. Box 816, Hartford, CT 06142-0816. The Purchaser is entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Service Plan.

Florida: **THE RATE CHARGED FOR THIS SERVICE PLAN IS NOT SUBJECT TO REGULATION BY THE FLORIDA OFFICE OF INSURANCE REGULATION.** Enphase and the Purchaser may cancel this Service Plan. If the Purchaser cancels this Service Plan, Enphase will return ninety percent (90%) of the unearned pro rata Plan Fee, less any claims that have been paid or less the cost of repairs made on behalf of the Purchaser. Upon request of the Purchaser, Enphase will issue any refund due by check. If Enphase cancels this Service Plan, Enphase will return one hundred percent (100%) of the unearned pro rata Plan Fee, less any claims that have been paid or less the cost of repairs made on behalf of the Purchaser. If this Service Plan was received via electronic transmission and the Purchaser request to receive this Service Plan via United States Mail, Enphase will provide a paper copy of this Service Plan via United States Mail.

Georgia: If the Purchaser cancels this Service Plan within sixty (60) days from the Purchase Date, Enphase shall refund to the Purchaser the full Plan Fee of the Service Plan, less the amount of claims paid under the Service Plan. If the Purchaser cancels this Service Plan more than sixty (60) days from the Purchase Date, Enphase shall refund to the Purchaser the prorated Plan Fee of the Service Plan based on elapsed time of the Service Plan, less the amount of any claims paid under the Service Plan, and less an administrative fee not to exceed ten percent (10%) of the unearned pro-rata Plan Fee, or \$50, whichever is less. If the Purchaser cancels this Service Plan within sixty (60) days from the Purchase Date, Enphase shall pay a penalty of ten percent (10%) for each month that a refund is not provided within thirty (30) days of the Purchaser's notice of cancellation to Enphase. Enphase may only cancel this Service Plan for fraud, material misrepresentation, or failure to pay the Plan Fee. If Enphase cancels this Service Plan, Enphase shall refund to the Purchaser one hundred percent (100%) of the unearned pro-rata Plan Fee, less any claims paid under the Service Plan, and less an administrative fee not to exceed ten percent (10%) of the unearned pro-rata Plan Fee. The Arbitration Provision is revised to state that arbitration is non-binding.

Hawaii: If the Purchaser's cancellation request is received by Enphase after thirty (30) days from the Purchase Date, or if a claim has been paid or service provided under the Service Plan, Enphase will provide the Purchaser with a pro rata refund of the Plan Fee based on the number of elapsed months, less the value of any service received. Enphase may cancel this Service Plan at any time and provide a pro rata refund of the Plan Fee based on the number of elapsed months, less the value of any service received. If Enphase cancels this

Service Plan, it shall mail written notice to the Purchaser's last known address stating the effective date and reason for cancellation at least five (5) days prior to the effective date of cancellation.

Maryland: This Service Plan is extended automatically when Enphase fails to perform the services under the Service Plan. This Service Plan does not terminate until the services are provided in accordance with the terms of the Service Plan.

Nevada: The Cancellation Provision is revised as follows: If the Purchaser cancels this Service Plan within thirty (30) days from the Purchase Date, and if no claim has been made under the Service Plan, then Enphase will pay a penalty of ten percent (10%) of the Plan Fee for each 30-day period or portion thereof that a refund is not provided within forty-five (45) days of Purchaser's notice of cancellation. If this Service Plan has been in effect for at least seventy (70) days, Enphase may not cancel before the expiration of the agreed term or one (1) year after the Plan Effective Date, whichever occurs first, except on any of the following grounds: (a) Failure by the Purchaser to pay an amount when due; (b) Conviction of the Purchaser of a crime which results in an increase in the service required under the Service Plan; (c) Discovery of fraud or material misrepresentation by the Purchaser in obtaining the Service Plan, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the Purchaser; or (2) A violation by the Purchaser of any condition of the Service Plan, which occurred after the Plan Effective Date and which substantially and materially increases the service required under the Service Plan; or (e) A material change in the nature or extent of the required service or repair which occurs after the Plan Effective Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Plan was issued or sold. Claims paid will not be deducted from any refund owed. The cancellation fee shall not exceed \$25. If the Purchaser is not satisfied with the manner in which Enphase is handling a claim under the Service Plan, Purchaser may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.

New Hampshire: In the event the Purchaser does not receive satisfaction under this Service Plan, the Purchaser may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: (800) 735-2964. Enphase may cancel this Service Plan for any reason. If Enphase cancels for a reason other than nonpayment of the Plan Fee, Enphase shall refund to the Purchaser one-hundred percent (100%) of the unearned Plan Fee and mail a written notice to the Purchaser, including the effective date of the cancellation and the reason for the cancellation, at the last known address of the Purchaser contained in Enphase's records at least five (5) days prior to cancellation unless the reason for cancellation is nonpayment, material misrepresentation, or a substantial breach of duties by the Purchaser relating to the Covered System or its use.

New Jersey: This Service Plan is not in the nature of a guaranty or warranty as that term is legally defined and commonly understood. The product being offered is a Service Plan and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. Enphase may cancel this Service Plan for any reason. If Enphase cancels for a reason other than nonpayment of the Plan Fee, Enphase shall refund to the Purchaser one-hundred percent (100%) of the unearned Plan Fee and mail a written notice to the Purchaser, including the effective date of the cancellation and the reason for the cancellation, at the last known address of the Purchaser contained in Enphase's records at least five (5) days prior to cancellation unless the reason for cancellation is nonpayment, material misrepresentation, or a substantial breach of duties by the Purchaser relating to the Covered System or its use.

New Mexico: If Purchaser cancels this Service Plan within sixty (60) days from the Purchase Date, and if no claim has been made under the Service Plan, then Enphase will pay a penalty of ten percent (10%) of the Plan Fee for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Purchaser's notice of cancellation. If this Service Plan has been in effect for at least seventy (70) days, Enphase may not cancel before the expiration of the agreed term or one (1) year after the Plan Effective Date, whichever occurs first, except on any of the following grounds: (1) failure by the Purchaser to pay an amount when due; (2) conviction of the Purchaser of a crime that results in an increase in the service required under the Service Plan; (3) discovery of fraud or material misrepresentation by the Purchaser in obtaining the Service Plan or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the Plan Effective Date and substantially and materially increased the service required under the Service Plan: (a) an act or omission by the Purchaser; or (b) a violation by the Purchaser of any condition of the Service Plan.

North Carolina: The Purchaser may cancel this Service Plan and Enphase will refund to the Purchaser one hundred percent (100%) of the unearned pro rata Plan Fee, less any claims paid and a cancellation fee of ten percent (10%) of the amount of the pro rata refund. Enphase may cancel this Service Plan only for nonpayment or a direct violation of this Service Plan if this Service Plan states that a violation would subject this Service Plan to cancellation. If Enphase cancels, Enphase will refund to the Purchaser one hundred percent (100%) of the unearned Plan Fee and mail a written notice to the Purchaser, including the effective date of the cancellation and the reason for the cancellation, at the last known address of the Purchaser contained in Enphase's records at least five (5) days prior to cancellation.

Ohio: This Service Plan does not cover power surges or accidental damage from handling.



Oklahoma: Enphase Energy, Inc., the Obligor of this Service Plan, is an entity with net assets in excess of 100,000,000. As such, this Service Plan does not meet the definition of service warranty as defined in Oklahoma's Service Warranty Act.

Oregon: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties at the time a dispute arises. The Purchaser has the option to litigate any dispute between Covered and Enphase in court. The Arbitration Provision is amended to require mutual agreement for arbitration at the time of dispute. If agreed upon, all proceedings will occur in Oregon (or a mutually agreeable location) and conducted under local rules pursuant to ORS Chapter 36.

South Carolina: In the event of a dispute with the provider of this contract, the Purchaser may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Texas: Unresolved complaints concerning providers and administrators or questions concerning the regulation of service plan providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701, or via telephone: (800) 735-2989.

Utah: This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guaranty Association. Purchase of this Service Plan is optional and is not required in order to finance, lease, or purchase a consumer product. Enphase may not cancel this Service Plan except for material misrepresentation; substantial change in the risk assumed, unless Enphase should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If Enphase cancels, Enphase will mail to Purchaser via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation.

Virginia: If any promise made in the Service Plan has been denied or has not been honored within sixty (60) days after Purchaser request, Purchaser may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: Arbitration proceedings may be held at a location in closest proximity to Purchaser's permanent residence. Any civil actions and/or arbitration proceedings arising from disputes under the terms and conditions of the Agreement are subject to the general jurisdiction of the courts in the State of Washington

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Enphase may only cancel this Service Plan for nonpayment of the Plan Fee, material misrepresentation by the Purchaser to Enphase, or substantial breach of duties by the Purchaser relating to the Covered System or its use. If Enphase cancels this Service Plan, Enphase will refund to the Purchaser one-hundred percent (100%) of the unearned Plan Fee, less any claims paid and an administrative fee of ten percent (10%) of the Plan Fee, and Enphase will mail a written notice to the Purchaser, including the effective date of the cancellation and the reason for the cancellation to the last known address of the Purchaser contained in Enphase's records at least five (5) days prior to cancellation. This Service Plan is subject to section 631.85, Wisconsin Statutes.

Wyoming: Any arbitration proceedings shall be conducted within the state of Wyoming. The Purchaser has the option to litigate disputes between the Purchaser and Enphase in court. In the event of cancellation of this Service Plan, Enphase will mail a written notice to the Purchaser at the last known address of the Purchaser contained in the records of Enphase at least (10) days prior to cancellation by Enphase. Prior notice is not required if the reason for cancellation is non-payment of the Plan Fee, a material misrepresentation by the Purchaser to Enphase, or a substantial breach of duties by the Purchaser relating to the covered product.