

**ENPHASE SERVICES AGREEMENT
TERMS AND CONDITIONS
(INDIVIDUAL WORK ORDERS)**

1. **Acceptance of Terms and Conditions.** These Enphase Services Terms and Conditions (“**Terms and Conditions**”) shall govern the purchase by the customer named on the Work Order (“**Customer**”) from Enphase Energy, Inc. (“**Provider**”) for the services related to Customer’s solar energy system (collectively, “**Services**”) described in the Work Order (“**Work Order**”) and shall supersede any terms and conditions in any other documents provided by or to Customer. Any offer by Provider to provide the Services is expressly conditioned upon Customer’s acceptance of these Terms and Conditions and any additional terms set forth, or referenced, in the Work Order. If Provider provides any Services or Customer otherwise indicates Customer’s acceptance of a Work Order, Customer accepts these Terms and Conditions and the terms of the Work Order without qualification. Provider expressly rejects any terms or conditions provided or posted by Customer, at any time and in any manner, in relation to any Services or Work Orders (including any Customer clickwrap, clickthrough or acknowledgment terms or conditions). These Terms and Conditions together with the Work Order are referred to as the “**Agreement**”.
2. **Privacy.** The Enphase Privacy Policy located at <https://enphase.com/legal/privacy-policy> shall apply to Work Orders.
3. **Fees.** The fees for the Services (the “**Fees**”) are set forth in the corresponding Work Order. The Fees shall be held firm for a period of fifteen (15) days. Thereafter, Provider may increase the price upon written notice to Customer. No federal or state incentives, rebates, or tax credits were used to determine the Fees. The Fees remain subject to any Change Orders agreed to by the Parties. All Fees are exclusive of all withholding, excise, sales, use and similar taxes, fees, charges, duties, and assessments, in each case imposed by any governmental authority on the transactions, shipments, or amounts payable hereunder (except taxes on Enphase’s income which will be Enphase’s responsibility) (collectively, “**Taxes**”). Customer will reimburse Enphase for any Taxes.
4. **Payment; Credit Card Authorization.** Customer agrees to pay in full the amount of the Fees set forth in each Work Order. Customer must supply their credit card details when placing an order for Services, and Customer shall pay all Fees and charges described in the applicable Work Order for such Service unless Customer cancels such Work Order as set forth in Section 22 (Right to Cancel) below. Provider may charge Customer’s credit card using the services of Provider’s payment service provider’s portal. Provider reserves the right to verify the identity of the credit card holder by requiring appropriate documentation. Additionally, Provider may seek pre-authorization of Customer’s card account prior to Customer’s purchase to verify that the credit card is valid and has the necessary funds or credit available to cover the amount set forth in the applicable Work Order. If Enphase is unable to pre-authorize the Fees, then Enphase may terminate the applicable Work Order. Provider accepts Discover Network, Visa, MasterCard, American Express credit cards, through Provider’s third-party payment service provider’s portal. Provider uses Stripe, Inc. (“**Stripe**”) as its third-party payment service provider. By purchasing Services, Customer hereby consents and authorizes Provider to use of Stripe to process Customer’s payment. Provider disclaims all liability with regards to any Fees or problems Customer has with Stripe. Customers may call Enphase Customer Service at (877) 797-4743 for additional information. Provider’s payment service provider, and the credit and debit cards Provider accepts, may change without notice.
5. **Permits & Authorizations.** Customer is responsible for obtaining any other permits or authorizations, including homeowners’ associations and planning, condominium owners’ associations, zoning, architectural, or historical preservation commissions. Provider is not responsible for any delays caused by permitting authorities, utilities, or regulators. Any deadlines shall be automatically extended to compensate for any delays caused by permitting authorities, utilities, regulators, or other third parties not reasonably within Provider’s control.
6. **Compliance with Laws and Rules.** Customer warrants that it has the right to enter into the Agreement, has the authority to order the Services, and that this Agreement and Work Order are not in conflict with any other agreement or obligation of the Customer. Provider will perform the Services in compliance with all applicable laws, including all local requirements for building permits, inspections, and zoning; provided, however, that Customer warrants that the Services will be in compliance with applicable zoning and classification codes and agrees to indemnify Provider for any violation of zoning code rules or laws.

7. **Changes.** If any issues are discovered that require additional work that is not covered by the Work Order, Provider will notify Customer to discuss the issue and pricing. Provider will not have any obligation to perform any work not included in the Work Order. Any modification to the cost, materials, work to be performed or estimated completion date must be in writing and agreed upon in writing or digitally by the Customer and the Provider. During the progress of the Services, if Customer should order extra work not specified in the Work Order, Provider will require a Change Order prior to the commencement of any additional work and may require payment for said extra Services in advance. If completion of the Services is delayed or stopped by Customer or any third party, for reasons over which Provider has no control, payment to Provider must be made for all Services provided up to the date of delay or work stoppage. Any unpaid portion will be subject to these Terms and Conditions.
8. **Exclusions from Scope of Work.** Unless otherwise specifically stated in the Work Order, the work to be performed by Provider specifically excludes; roof repair or support; fading of paints and finishes exposed to sunlight; in particular, Provider is not responsible for ensuring repaired or replaced shingles or other roofing materials match other sections of the roof that have become discolored or faded; trenching; removal or disposal of hazardous waste not placed there by Provider; removal or replacement of rotted, rusted, or insect-infested structures; correcting errors by Customer or other Providers not under Provider's control; tree trimming, removal, or relocation; trimming of landscape materials; structural, cosmetic, or electrical work; and relocation or installation of water, gas, sewer, electric, or communication lines. Provider is not responsible for and bears no liability for the malfunctioning of existing electrical equipment at the property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.
9. **Personal Information.** Provider may have or may acquire Customer's personal information ("Customer Personal Information") and may use such Customer Personal Information to carry out its obligations under the Work Order.
10. **Subcontractors; Supervision Responsibility.** Provider may subcontract its obligations under a Work Order in full or in part to any of its third-party subcontractors without further notice to Customer. Provider may share Customer Personal Information with the subcontractor in order for subcontractor to carry out its obligations under the Work Order. Provider shall supervise and direct the Services at Customer's premises, using reasonable skill and attention. Provider shall be solely responsible for the means, methods, technique, sequences, and procedures for all Services performed at Customer's premises. Customer shall not interfere with Provider's work force or Provider's subcontractors.
11. **Customer Responsibilities.** Customer must also provide a safe worksite with access to electrical power and water. Customer shall timely furnish all information necessary to assist Provider in responding to requests for information from any permit-issuing authority, any government body, or agency or as otherwise needed to perform the work, and any requests by any third-party finance company. Provider may ship products or equipment to the Site in connection with a Work Order. Customer agrees to accept any such shipment and following delivery of the products or equipment, Customer shall bear the risk of loss to the delivered products or equipment, including, but not limited, losses resulting from theft or damage; provided, however, that Customer shall not bear the risk of loss for damage directly relating to Provider's willful misconduct or actions.
12. **Property Access & Condition.** Customer grants Provider and its employees, agents, and Providers the right to reasonably access all of the property as necessary during normal business hours to perform the Services. If Customer authorizes Provider access to the property through adjacent properties for any reason, Customer is required to obtain written permission from the owner(s) of the adjacent properties for such use, and Customer agrees to be solely responsible for and to defend, indemnify, and hold Provider harmless from, any and all forms of liability that may arise out of or relate to such use. Customer is responsible for the structural integrity of the property, including structural or electrical modifications necessary to prepare Customer's property for the Services. Provider is not obligated to begin or continue any work if Customer preparations are not complete or if property conditions are not suitable for performing the work. Customer agrees that Provider is not responsible for any known or unknown property conditions. Extra materials left over upon completion shall be deemed Provider's property, and Customer will permit Provider to enter upon Customer's premises to remove excess material(s) at all reasonable hours.
13. **Performance or Condition of Existing Equipment.** Provider is not responsible for the performance, functionality, or compatibility of existing equipment, controls, or other equipment/materials that is not replaced, repaired, inspected or cleaned in connection with the Services and that Customer agrees to keep in place. If the system fails to operate properly, the Workmanship Warranty in Section 16 will only cover the labor performed as part of the Services
14. **Exercise of Reasonable Care.** Provider will exercise reasonable care not to damage Customer's property while performing Services. In the event of damage to the property due to Providers work, Provider agrees to make reasonable efforts to repair

such damage at Provider's cost. For the avoidance of doubt, Provider is not responsible for ensuring that any repaired or replaced shingles or other roofing materials match other sections of the roof that have become discolored or faded.

15. **Equipment Warranty.** All warranties on goods sold, or parts provided, installed or used in connection with the Services, are those of the manufacturer and not Provider. To the extent permitted, Provider assigns to Customer, any rights of Provider under those warranties.
16. **Workmanship Warranty.** Provider warrants that the Services shall be done in a professional and workmanlike manner according to the reasonable standards of care and diligence generally practiced by solar maintenance companies (the "**Workmanship Warranty**"). Customer must bring any claim for breach of the Workmanship Warranty within one (1) year after the time of initial performance of the Services. As Customer's sole and exclusive remedy, and Provider's entire liability for any breach of the Workmanship Warranty, Provider shall use commercially reasonable efforts to correct such warranty failure at its sole expense and at its sole option, by promptly: (a) repairing, replacing or re-performing the non-conforming Services; or (b) refunding to Customer any portion of the Fees paid by Customer under these Terms and Conditions and canceling any further portions due for non-conforming Services. Provider shall have no liability for any damage associated with or arising out of work done by a third party (other than a third party working as a sub-contractor for Provider), normal wear and tear, fires, floods, acts of God, improper or abusive use or other circumstances outside of Provider's control.
17. **Disclaimer.** THE WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO PROVIDED SERVICES. PROVIDER SPECIFICALLY DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, THAT ARE NOT SET FORTH EXPRESSLY HEREIN, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE, FITNESS FOR USE, PERFORMANCE AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USE. This disclaimer by Provider in no way affects the terms of any manufacturer's or other third-party warranties. Notwithstanding any assistance that Provider may provide, it remains the Customer's responsibility to make sure rebate applications and warranty registrations are properly and timely submitted.
18. **Limitation of Liability.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, PROVIDER SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST TIME, LOST USE, LOST RENT, LOST PROFITS, LOST SALES, LOST GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR REPUTATION OR DAMAGES TO PROPERTY) ARISING FROM TRANSACTIONS BETWEEN CUSTOMER AND PROVIDER EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PROVIDER'S LIABILITY TO CUSTOMER FOR ANY BREACH OR ALLEGED BREACH OF THESE TERMS AND CONDITIONS OR A WORK ORDER EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO SUCH BREACH OR ALLEGED BREACH.

Except for damages arising out of misappropriation of either Party's intellectual property, and only to the greatest extent allowed by law, in no event will either Party's liability under this Agreement or in connection with the solar energy system, exceed the amount set forth in the Work Order for the Service giving rise to such liability, including, without limitation, damages to Customer's property during the performance of Services or resulting from the operation of the solar panel system. Customer agrees to provide Provider with written notice of any claims arising out of this Agreement and/or the solar panel system prior to making final payment and any claims not made at or before such time will be deemed waived by Customer upon making final payment.

19. **Insurance and Waiver of Subrogation.** Provider shall maintain commercial general liability and workers' compensation insurance for all employees. In addition, Customer shall maintain property insurance. This property insurance shall insure against the perils of fire, theft, extended coverage, vandalism, and malicious mischief. Customer and Provider waive all rights against each other for damages caused by insured perils whether or not such damage is caused by the fault or negligence of any party hereto.
20. **Indemnification.** Customer shall indemnify, defend, and hold harmless Provider and its respective directors, officers, employees, agents, assigns, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any

person, or damage to or destruction of any property (including loss of use thereof), except to the extent solely caused by the gross negligence or intentional misconduct of Provider; and (b) any failure of the Customer to comply with the requirements of these Terms and Conditions.

21. **Termination**. Provider may terminate any Work Order for any reason upon notice to the Customer. Customer and Provider may terminate any Work Order if the other party: (a) becomes insolvent; (b) institutes or has instituted proceedings (voluntarily or involuntarily) against it in bankruptcy or under any other insolvency law; (c) makes an assignment for the benefit of its creditors; or (d) is in material breach of a term or condition of the Agreement and the breaching party fails to cure such breach within 30 days written notice of such breach. Customer's failure to make payments for any reason shall be a material breach of these Terms and Conditions.
22. **Right to Cancel**. Customer may cancel any Work Order, without any penalty or obligation, by delivering a signed and dated copy of a Notice of Cancellation to Care@enphaseenergy.com at least three (3) business days prior to the date the applicable Services are scheduled to be performed.
23. **Survival**. All provisions of these Terms and Conditions, which by their nature should survive, shall survive any termination or expiration of these Terms and Conditions.
24. **Independent Providers**. Provider, its employees, permitted subcontractors and agents shall at all times be independent Providers, and shall not be deemed employees or agents of Customer. Neither party shall have the express or implied right to bind the other party.
25. **Assignment**. Customer may not assign or transfer these Terms and Conditions and the Work Order or any of Customer's rights or obligations created hereunder, by operation of law or otherwise, without the prior written consent of the Provider, which consent may be withheld in its sole discretion.
26. **Amendments and Waiver**. No supplement, modification, or amendment of these Terms and Conditions or the Work Order shall be binding, unless executed in writing by both Parties. Any waiver by a party of any rights or obligations under these Terms and Conditions must be in writing and signed by such party, and any such waiver shall not apply to any subsequent rights or obligations.
27. **Remedies**. In any action, Provider shall recover its reasonable expenses and costs, including fees of collection agencies, attorney's fees, of other reasonable costs incurred in connection with Customer's failure to pay for Services performed (including, without limitation, expenses incurred in connection with failed credit card transactions).
28. **Notices**. Any notices required or permitted under these Terms and Conditions other than Notice of Cancellation shall be in writing and delivered by hand to 47281 Bayside Pkwy, Fremont, CA 94538 or via electronic mail to legal@enphaseenergy.com. Notices shall be deemed given (i) when delivered by hand, (ii) two days after deposit with a recognized overnight courier, (iii) upon confirmed electronic mail transmission, or (iv) on the delivery date indicated in the return receipt for registered or certified mail. Either party may change its contact information by written notice in accordance with this section. For instructions on delivering a Notice of Cancellation, please see Section 22 (Right to Cancel).
29. **Governing Law and Venue**. These Terms and Conditions, and any dispute arising hereunder, shall be governed and construed by the laws of the State in which the Property is located giving effect to any conflict of laws principles which might direct the application of the laws of a different state or jurisdiction. Any action to enforce or determine the rights of the Parties under these Terms and Conditions or to resolve any dispute between the Parties shall be brought in a court of competent jurisdiction located in County/Parish in which the Property is located, and the Parties hereby consent to such jurisdiction and venue.
30. **Waiver of Jury Trial**. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE WORK ORDER, OR THE SERVICES CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE

THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

31. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable, the other provisions shall remain in full force and effect. Provider and Customer agree that if such provision is essential to the Agreement, they shall immediately begin negotiations for a suitable replacement provision so as to give force to the intent of the Parties.
32. **Entire Agreement.** These Terms and Conditions and the Work Order constitute the entire agreement between the Parties relating to the Services and supersede all previous written and oral agreements and communications in respect thereof.
33. **Force Majeure.** Provider shall not be liable for extraordinary events beyond the control of Provider, including but not limited to war, strike, riot, crime, interruptions in delivery of supply of parts or raw materials, or an event that can be described as an act of God (such as hurricane, flooding, earthquake, fires, etc.). Delays caused by such events do not constitute abandonment and are not included in calculating timeframes for payment or performance.