

ENPHASE ENERGY GRID SERVICES PARTICIPANT AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS BETWEEN ENPHASE ENERGY, INC. (“**ENPHASE**”) AND YOU (“**YOU**” OR “**PARTICIPANT**”), AND DESCRIBES THE TERMS AND CONDITIONS THAT APPLY TO ENPHASE’S PROVISION OF GRID SERVICES (DESCRIBED BELOW) TO YOU IN CONNECTION WITH THE PROGRAM DESCRIBED BELOW. IF THE UTILITY (DEFINED BELOW) HAS NOT ADVISED ENPHASE THAT YOU ARE PARTICIPATING IN THE PROGRAM, YOU ARE NOT ELIGIBLE TO RECEIVE THE GRID SERVICES DESCRIBED BELOW. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

1. Definitions.

“ Utility ”:	Octopus Energy
“ Program ”:	Octo GridBoost
“ Program Agreement ” :	The Agreement(s) between Participant and the Utility regarding the Program.
“ Battery ”:	
“ Term ”:	
“ Committed Capacity ”:	The continuous power (kW rating) that the Battery will discharge during the Dispatch Period, as specified by Sponsor during the Dispatch Season.
“ Dispatch Period ”:	The period(s) during which the Grid Services will be provided.
“ Performance Data ”:	Some or all of the following: <ul style="list-style-type: none"> • Battery UUID • Battery discharge timestamp • Battery energy • Battery power • Battery state of charge • Battery stored energy • Battery mode • Solar energy production • Solar power production • System grid connectivity • Connectivity status
“ Grid Services ”:	Dispatch the Committed Capacity to serve onsite load or be exported to the grid during the Dispatch Period during the Term according to the instructions provided to Enphase by or on behalf of the Utility from time to time.

2. Participant Obligations. Participant will ensure that the Battery has energy stored in it prior to each Discharge Period sufficient to meet the Program requirements. Participant will not: (a) set the Battery reserve level below 10%; (b) engage StormGuard™ mode during a Dispatch Period; (c) attempt to override or interfere with the Grid Services. Additionally, Participant confirms that (y) Enphase is authorized to represent Participant in connection with the Program and the Utility; and (z) Participant will comply at all times with the Program Agreement. **Please note: if your Utility requires you to implement Power Export Limits (PEL) or Power Control Settings (PES) in connection with your solar energy or Battery systems, you may not be eligible to participate in the Program or your Battery's ability to discharge the Committed Capacity may be limited.**

3. Grid Services. Enphase will use commercially reasonable efforts to provide the Grid Services during the Term; provided, however, that Enphase will have no obligation to provide the Grid Services if (a) the Battery has not been properly installed in a solar energy system that is connected to the Utility’s grid; (b) the Battery is not connected to the internet through ethernet or a robust Wi-Fi connection; (c) the Battery does not have interval metering with communications capability; (d) the Battery or the solar energy system to which the Battery is connected exceed Power Export Limits (PEL) or Power Control Settings (PCS); (e) Participant withdraws from the Program (for example, by terminating the Program agreement between Participant and the Utility); (f) Participant or the Utility instructs Enphase in writing not to provide the Grid Services; (g) Participant withdraws its consent to Enphase sharing the Performance Data with Utility; (h) the Program is terminated or suspended for any reason; (i) Enphase in its sole discretion determines that provision of the Grid Services creates the risk of personal injury or property damage or would violate any law, rule, or regulation; or (j) Participant is in breach of this Agreement.

4. Payments to Customer: Enphase will have no obligation to pay any amount to Participant in connection with the Grid Services or Participant’s participation in the Program.

5. Customer Data. Enphase's access, use, and sharing of your personal data in connection with this Program are subject to the Enphase Privacy Policy available at <https://enphase.com/legal/privacy-policy>. Participant consents to Enphase sharing the personal information submitted by Participant in the enrollment process, as well as the Performance Data, with the Utility and other parties (if any) at the Utility's direction. Participant may revoke this consent by providing written notice to GridServices@enphaseenergy.com and privacy@enphaseenergy.com; provided, however, that such revocation will be deemed to be a request to withdraw from the Program.
6. Failure to Perform. If Participant receives written notice from the Utility that the Battery is failing to perform in connection with the Program ("**Failure Notice**"), Participant promptly will relay that Failure Notice to Enphase at GridServices@enphase.com, along with all documentation provided by the Utility in connection with such Failure Notice. Enphase will use commercially reasonable efforts to work with Participant to resolve any issues identified in the Failure Notice within thirty days of Enphase's receipt of such Failure Notice.
7. Termination. Participant may terminate this Agreement and may withdraw from the Program at any time by providing at least 30 days prior written notice to GridServices@enphase.com. Such notice must include a copy of the notice Participant sent to the Utility notifying the Utility of Participant's termination of the Program Agreement between Participant and Utility.
8. NO WARRANTY. ENPHASE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GRID SERVICES OR THE PERFORMANCE DATA, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. ALL GRID SERVICES AND PERFORMANCE DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR ANY USE OF OR RELIANCE ON ANY GRID SERVICES OR PERFORMANCE DATA.
9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ENPHASE, ITS AFFILIATES, OR THEIR RESPECTIVE REPRESENTATIVES OR CONTRACTORS HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, REVENUE, PROFIT, BUSINESS OPPORTUNITY, OR GOODWILL, OR LOSS OF PERFORMANCE DATA OR DIMINUTION IN VALUE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE GRID SERVICES OR PERFORMANCE DATA, REGARDLESS OF WHETHER THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF ENPHASE, ITS AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GRID SERVICES OR PERFORMANCE DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FROM INTENTIONAL MISCONDUCT, OR FRAUD. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
10. General. Participant will not assign or transfer this Agreement or any rights or obligations, by operation of law or otherwise, without the prior written consent of Enphase. Any assignment in violation will be void. This Agreement constitutes the entire agreement between Participant and Enphase with respect to the Grid Services, and supersedes all previous communications, course of dealing representations and agreements, whether oral or written, between Participant and Enphase with respect to the Grid Services. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by Participant and Enphase. No course of dealing or usage of trade may be invoked to modify this Agreement. The failure by Enphase to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions. If any provision of this Agreement is unenforceable as written, the remainder of this Agreement will remain in effect and the unenforceable provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement. This Agreement will be governed by the laws of California without reference to conflict of laws principles and all disputes arising out of or related to this Agreement will be brought the state courts in Santa Clara County, California or in the United States District Court for the Northern District of California, and each party irrevocably submits to the exclusive jurisdiction and exclusive venue of any such court in any such suit.