

SOLAR PV DESIGN TERMS AND CONDITIONS

These Solar PV Design Services Terms and Conditions (“**Agreement**”) govern the Solar PV Design Statement of Work (“**SOW**”) entered into by and between Enphase Energy, Inc. a Delaware corporation, with offices at 47281 Bayside Parkway, Fremont, California, 94538 (“**Enphase**” or “**we**” or “**us**”), and the customer identified in the SOW (“**Customer**” or “**you**”). More specifically, this Agreement governs the solar photovoltaic design, drafting, modelling, quality-checking, and related services that you obtain from Enphase, as further described in the SOW signed by authorized representatives of both Parties, (collectively, “**Services**”), including the delivery of designs, documents, models, and other deliverables or work product in connection with the performance of Services (collectively, “**Deliverables**”), if any. Enphase and Customer are each referred to as a “**Party**” and together as the “**Parties**”.

1. Services; Change in Scope; Rework. Subject to the terms and conditions of this Agreement and Customer’s payment of all fees and charges, Enphase agrees to provide, either directly or through our third-party service providers, those Services expressly set forth in one or more Statement(s) of Work. Acceptance by Enphase of orders submitted pursuant to SOWs is required. SOWs and accepted orders are governed by this Agreement and incorporated herein by reference. Enphase may modify the scope of available Services and the Fees set forth in the SOW by providing the Customer at least forty-five (45) days prior written notice (the “**Notice Period**”) and such new scope and fees will apply to all Services and Deliverable provided by Enphase to Customer after such Notice Period. If Customer does not agree to the changes, Customer may terminate the applicable SOW or the Agreement by providing Enphase at least thirty (30) days prior written notice. If the Customer changes the scope of Services or the Deliverables requested, or requires Enphase to perform any rework outside of the original scope agreed upon by the Parties, Enphase promptly will advise Customer of any additional fees that will apply. Enphase will not perform the additional/modified Services or rework unless and until the Parties have entered into a written agreement describing such Services or rework and the applicable fees to be paid by Customer in connection therewith.

2. Service Availability. Unless otherwise specifically set forth in the SOW under “Additional Terms”, Enphase will provide the Services during normal business hours (8am to 5pm IST), holidays excluded. A list of holidays is attached to this Agreement as Annexure 1 and incorporated by reference. Enphase will not perform Services over the weekends or Holidays unless specifically agreed upon in writing. Enphase will promptly advise Customer of any additional fees that may apply.

3. Required Information. The Services depend upon your provision of certain information, data, documents, and other materials (“**Information**”). Customer agrees to respond promptly to any Enphase request to provide Information, authorizations, or decisions reasonably necessary to perform Services, and to provide all Information we request in connection with the performance of Services. You hereby authorize Enphase, its representatives, and contractors to contact you (including by phone or email) for the purpose of requesting or clarifying Information. You hereby authorize Enphase, its representatives, and contractors to use all such Information in connection with the performance of Services and as otherwise permitted under this Agreement. Enphase will have the right to decline or terminate an SOW and any associated orders, in whole or in part, at any time, if you fail to provide any Information required.

4. Design Tool. If Customer requires that Enphase use Customer’s account for third-party design software (the “**Third-Party Tools**”) to provide the Services, Customer hereby represents and warrants that Customer has the authority to provide Customer’s log-in credentials to Enphase for the purpose of Enphase providing the Services to

Customer. The Customer’s log-in credentials are the Confidential Information of Customer and Enphase will use them solely for the purpose of providing the Services to Customer.

5. Privacy. All Information you submit to Enphase under this Agreement or in connection with the Services will be subject to the Enphase Privacy Policy (available at <https://enphase.com/en-us/legal/privacy-policy>), as updated by us from time to time (our “**Privacy Policy**”), and Enphase will have the right to use such Information in accordance with our Privacy Policy and the other terms and conditions of this Agreement. You are solely responsible for providing all notices and obtaining all consents and permissions necessary for Enphase to use all Information you provide, and you represent and warrant that: (a) all such Information is complete and accurate in all material respects; and (b) you have sufficient right, power, and authority to provide all such Information to Enphase, and to authorize Enphase to use such Information as permitted herein. Enphase will not retain copies of projects or Deliverables for longer than sixty (60) calendar days, unless specifically requested by the Customer, subject to Customer paying the applicable fee for such document retention, which fee will be agreed upon by the Parties in advance and in writing.

6. Payment. Unless otherwise stated in an SOW, Enphase will issue invoices on a monthly basis. You agree to pay all fees and charges for the Services you order. Except as otherwise specified in your SOW or order confirmation, terms of payment are net thirty (30) days from date of invoice unless we require prepayment. Enphase will require pre-payment if Customer fails to provide Enphase with Customer’s current financial records promptly following the Effective Date and upon Enphase’s reasonable request thereafter. If prepayment is required, all payments are final, and no refunds will be given once you have placed your order. If non-payment occurs, we may reject the applicable order. In case of late or non-payment, you will automatically be in default, without notice (or a grace period) being required, and Enphase will have the right to (i) suspend performance of all Services until payment has been made in full and/or (ii) charge interest on late payments at the rate of 1.5% per month, or the maximum amount allowed by law, if lower, from the due date until paid. If any proceeding is brought by or against you under bankruptcy or insolvency laws, Enphase may cancel any outstanding orders immediately. Enphase may change its payment terms and/or its payment service providers without notice.

7. Taxes. All prices are exclusive of all withholding, excise, sales, use and similar taxes, fees, charges, duties, and assessments, imposed by any governmental authority on the transactions or amounts payable hereunder (except taxes on Enphase’s income which will be Enphase’s responsibility) (collectively, “**Taxes**”). You will be solely responsible for all Taxes and will reimburse Enphase for any Taxes payable by Enphase.

8. Term & Termination. This Agreement will commence on the SOW Effective Date set forth in the SOW and, unless earlier terminated, will continue for a period of one year. The Agreement will automatically renew until either Party gives notice to the other Party of its intent not to renew at least sixty (60) days prior to the end of the then-current term. Either Party may terminate this Agreement and any SOWs: (i) by written notice to the other if the other Party materially breaches this Agreement or such SOW and the breach remains uncured thirty (30) days after receipt of written notice of such breach, and (ii) effective immediately upon delivery of written notice to the other Party, in the event of the other Party's insolvency or bankruptcy. Enphase may terminate this Agreement at any time and for any reason by providing the Customer at least 60 days prior written notice; provided, however, that if at time during the Term Customer has failed to purchase any Services for a period of 4 consecutive weeks, Enphase may terminate the then-current SOW immediately upon notice to the Customer. In such case the Parties must enter into a new SOW prior to Enphase commencing any additional Services.

9. Effect of Termination. Termination or expiration of this Agreement will automatically terminate all SOWs; however, termination of an SOW will not affect this Agreement or any other SOW. Upon termination or expiration of this Agreement, Customer will promptly pay to Enphase all fees and charges for Services performed as of the date of termination or expiration. All rights and obligations that by their terms or nature should survive termination or expiration of this Agreement will remain in full force and effect, including all defined Terms, and Sections 2-5 and 7-19.

10. Intellectual Property. Subject to your compliance with this Agreement and payment of all fees and charges, Enphase hereby grants to you a non-exclusive, perpetual, worldwide, royalty-free license to use, copy, and distribute the Deliverables solely for your internal use and as reasonably required to support the applicable end-user. Except as expressly set forth herein, this Agreement will not grant or confer any rights under any of our or our licensors' intellectual property, by license, implication, estoppel, or otherwise, and Enphase will remain the sole and exclusive owner of all intellectual property rights in the Deliverables.

11. Feedback. Any feedback or suggestions that Customer provides to Enphase regarding the Services is non-confidential and may be used by Enphase for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion without prior written consent.

12. Delays. Enphase will use commercially reasonable efforts to provide the Services in the timeframe set forth in the applicable SOW; however, you acknowledge that any performance dates set forth in an order confirmation or SOW are estimates only. If Enphase's performance of Services or any of its other obligations under this Agreement is prevented or delayed by your acts or omissions or those of your employees, agents, contractors, or other personnel or third parties, Enphase will not be in breach of this Agreement or otherwise liable for any costs, charges, or losses you sustain or incur that arise directly or indirectly from such prevention or delay. For the avoidance of doubt, Enphase shall not be liable for any deficiency in the Services, to the extent that such deficiency is attributable to the Customer not providing the requisite Information in a timely manner.

13. No Warranty. ENPHASE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY USE OF OR RELIANCE ON ANY SERVICES OR DELIVERABLES.

14. 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 DATA OR DIMINUTION IN VALUE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DELIVERABLES, 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 SERVICES OR DELIVERABLES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID BY CUSTOMER PURSUANT TO THE APPLICABLE ORDER FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. 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 FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S GROSS NEGLIGENCE, OR FOR GROSS NEGLIGENCE, 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.

15. Indemnity. Enphase will, at its cost and expense: (i) defend or settle any claim brought against Customer and/or its affiliates, and their respective officers, directors, employees, agents, and contractors by an unaffiliated third party alleging that Customer's use of the Deliverables in compliance with the license set forth in this Agreement infringes such third party's copyright, patent or trademark rights, and (ii) pay any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim. Enphase will have no liability for any claim based upon alteration or modification of any Deliverable other than by or on behalf of Enphase. If an injunction or order is obtained against your use of the Deliverables as set forth herein by reason of such allegations of infringement, Enphase will, (or if in Enphase's reasonable opinion the Deliverables are likely to become the subject of a claim of infringement, Enphase may), at its expense: (a) procure the right to allow Customer to continue to use the applicable

Deliverables; (b) replace the applicable Deliverables with non-infringing documentation at no cost to Customer, (c) modify the applicable Deliverables or take other action so that the applicable Deliverables become non-infringing; or (d) if none of the foregoing remedies are commercially practical, terminate this Agreement, and refund the applicable fees for such Deliverables received by Enphase subject to straight-line depreciation over a five (5) year period from purchase. THE FOREGOING STATES THE ENTIRE OBLIGATION OF Enphase WITH RESPECT TO INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

Customer will, at its cost and expense: (A) defend or settle any claim brought against Enphase and its affiliates, and their respective officers, directors, employees, agents, and contractors by an unaffiliated third party arising out of (w) Customer's provision of Information to Enphase, or Enphase's use of Information in accordance with this Agreement; (x) except as expressly set forth above, Customer's use of the Services or Deliverables; (y) any unauthorized representations, warranties, or guarantees made by Customer or Customer's personnel relating to the Services or Deliverables; (z) any other acts or omissions of Customer or Customer's personnel, and (B) pay any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim. Customer will have no liability for any claim based upon Enphase's gross negligence or intentional misconduct.

Each Party's indemnification obligations are conditioned on the other Party notifying the indemnifying Party promptly in writing of the claim or threat thereof and giving the indemnifying Party sole control and authority over, and information for and assistance with, the defense and settlement thereof. The indemnified Party may participate in the defense or settlement of any claim at its cost. Neither Party will settle any such suit, claim or proceeding without the indemnifying Party's written consent unless the claim is solely for monetary damages and the settlement includes a full and unconditional release of the indemnified Party.

16. Confidentiality. "Confidential Information" means any proprietary or confidential information that disclosed by one Party (the "disclosing Party") to the other Party (the "receiving Party") and (i) is in writing and marked "Confidential" or with some other similar legend, (ii) is disclosed visually or orally by a Party hereunder to the other Party and identified as confidential or proprietary at the time of disclosure by the disclosing Party, or (iii) under the circumstances, would be understood by a person exercising reasonable business judgment to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information will not include information that the receiving Party can demonstrate: (A) is or becomes generally known or available to the public, through no act or omission on the part of the receiving Party; (B) was known by the receiving Party prior to receiving such information from the disclosing Party and without restriction as to use or disclosure; (C) is rightfully acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (D) is independently developed by the receiving Party without use of or reliance on any Confidential Information of the disclosing Party. During the Term of this Agreement, each Party will use at least the

same degree of care in safeguarding the other Party's Confidential Information as it uses to safeguard its own Confidential Information, but in no event less than reasonable care.

Each Party will use the Confidential Information of the other Party solely for the purposes set forth in this Agreement and neither Party will disclose Confidential Information of the other Party to any third party without such other Party's prior written consent in each instance; provided, however, that a Party may disclose the Confidential Information of the other Party: (w) if required to do so by an order of a court of competent jurisdiction in which case such Party will, to the extent permitted, inform the other Party in advance of such disclosure of Confidential Information, so that such other Party may attempt to prevent such disclosure or seek a protective order; and (x) to the extent required by any rule, law or regulation, including those governing publicly traded companies. Each Party may disclose the Confidential Information of the other Party to its directors, officers, employees, affiliates, agents, consultants and advisors (including, without limitation, attorneys, accountants, bankers and financial advisors) ("Representatives") who have a bona fide need to know such Confidential Information; provided that each such Representative first executes a written agreement (or is otherwise already bound by a written agreement or professional duty or obligation) that contains use and nondisclosure restrictions at least as protective of the other Party's Confidential Information as those set forth in this Agreement. Notwithstanding the foregoing, Enphase may share the Customer's Confidential Information with third parties who may assist Enphase in the provision of the Services, who have a bona fide need to know such Confidential Information for the purpose of providing the Services. Upon the disclosing Party's written request, the receiving Party will promptly return to the disclosing Party, or destroy all tangible items and embodiments containing or consisting of, the disclosing Party's Confidential Information, including all analysis and other documents prepared by the receiving Party that contain or otherwise reflect any of the foregoing, and all copies thereof (including electronic copies); provided, however, (y) the receiving Party may retain Confidential Information as may reasonably form a part of the governance record of the receiving Party, and as necessary to comply with legal requirements pertaining to the retention of documents, and (z) neither Party will be required to delete Confidential Information of the other Party that such Party holds electronically in archive or back-up systems provided that it uses reasonable measures to cause its employees not to access such Confidential Information so archived or backed-up, and such information will continue to be subject to the terms of this Agreement.

17. Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to conflicts of laws principles. You and Enphase consent to the exclusive jurisdiction of, and venue in, the state court of San Francisco, California, U.S.A., or the federal court of the Northern District of California, U.S.A., for all disputes arising out of or relating to the Services, Deliverables, or this Agreement, except nothing will restrict Enphase from seeking relief to protect its intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Except for the right of either

Party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be settled by final, binding arbitration in San Francisco County, California, U.S.A., under the Rules of the American Arbitration Association by three arbitrators appointed in accordance with such rules. All other disputes (excluding the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm) will be resolved by a court specified in this Section 17. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing Party will be entitled to receive from the other Party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement

18. Legal Compliance. You are solely responsible for complying with all local, state, federal, and foreign laws applicable to your use of any Services, including any Deliverables.

19. Force Majeure. Neither Party will be liable to the other, nor be in breach of this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for payment obligations), to the extent such failure or delay is due to acts or events beyond the affected Party's reasonable control, including without limitation acts of God, natural disasters, epidemics, government actions, strikes, or supply chain disruptions. The affected Party will use commercially reasonable efforts to notify the other Party of such event and to resume performance of its obligations as soon as reasonably practicable.

20. Non-Solicitation. During the Term of the Agreement, the Customer shall not, without the Enphase's prior written consent, directly or indirectly; (i) solicit or encourage any person, consultant, contractor or third party service provider to leave the employment or engagement (as applicable) of Enphase.

21. General. This Agreement and the SOW constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior or contemporaneous agreement or

representations, written or verbal, with respect to such subject matter. In the event of a conflict between this Agreement and any SOW or order, this Agreement will prevail. The relationship between the Parties is that of an independent contractor and nothing will create any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between you and us, and neither you nor we will have authority to contract for or bind the other. You may not assign or transfer this Agreement or any rights or obligations hereunder, by operation of law or otherwise. Enphase may assign this Agreement to any affiliate or acquirer, whether by merger, sale of assets, or otherwise. Any assignment in violation of this paragraph will be null and void. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement. This Agreement may not be modified except by written agreement signed by authorized representatives of each Party; provided, however, that Enphase may modify this Agreement by providing Customer at least 30 days prior written notice (the "Notice Period") and posting such terms online. In such case, the updated version of this Agreement will govern the SOW with respect to Services provided after such Notice Period. No course of dealing or usage of trade may be invoked to modify this Agreement. 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. The term "including" means "including without limitation." No failure or delay by either Party in exercising any right, power or privilege hereunder will constitute a waiver thereof. If any provision of this Agreement is deemed unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. All notices under this Agreement must be in writing and personally served or sent by an overnight delivery service or first-class mail, and such notice will be deemed to have been given when received. Enphase's address for notices is as set forth above, or at such other address noticed to you by us in accordance with this paragraph. Your notice of address purposes will be the address set forth on the applicable SOW.