

## 1. The Program

■ Participation in the SolarEdge Repower Installer Program (the “Program”) is subject to the following terms and conditions (these “Terms”) between the company or business participating in the Program (the “Installer”) and SolarEdge Technologies (Japan) Ltd. (“SolarEdge”).

■ The Program is intended to benefit both parties by:

1. Increasing Installers’ sales for SolarEdge products
2. Providing Installers opportunities for cross-selling and upselling for Repower potential customers by offering additional products and services (e.g. modules replacement, O&M services, etc)
3. Potentially create for recurring customers for Installers by creating business opportunities with site owners or investors who might have additional installation projects.
4. Increasing the quality of installations featuring SolarEdge products, and increasing brand awareness.

■ References to the Program shall mean certain technical support, supply chain service offerings, specialized trainings, co-marketing activities, sales and marketing collateral, promotional offers and other benefits as determined by SolarEdge.

■ This Program shall be made available by SolarEdge to Installers who meet the Program requirements as specified under these Terms and additional communications made available by SolarEdge.

■ The form and nature of the Program and related services that SolarEdge provides may change from time to time without prior notice to the Installer. SolarEdge may also withdraw the repower installer Program or related services at any time without prior notice to the Installer.

■ SolarEdge may terminate Installer's status with immediate effect if it (i) believes the Installer has breached any provision of these Terms; or (ii) receives complaints about Installer’s services from system owners or other third parties; or (iii) is required to do so by law (for example, where the provision of the Program to Installer is, or becomes, unlawful); or (iv) believes that the provision of the Program to Installer is no longer commercially viable; or (v) believes that the Installer is representing the SolarEdge brand in a negative manner; or (vi) the

Installer is no longer eligible to participate in the Program in accordance with its terms.

- Installer may terminate his participation in the Program, and terminate his Installer status, by communicating his will for termination to his SolarEdge point of contact.

## **2. Program Eligibility**

- Installers shall be eligible to participate in the Program so long as the Installer has and continues to show a commitment to selling SolarEdge solutions, has a valid business license in its region of operation and has received a confirmation from SolarEdge that the Installer has been accepted to the Program

- SolarEdge reserves the right to retroactively change the parameters determining the Installer's eligibility to participate in the Program and/or determine final selection for entry into the Program.

## **3. SolarEdge Commitment**

- Training and Pre-Sales Support:

- SolarEdge will provide the Installer and its team with free training, advanced Training sessions and any educational support the customer should require.

- SolarEdge will provide the installer a "Site check list", created by SolarEdge to minimize time spent onsite

- SolarEdge, on request, will provide the installer advice and support on how to design the Repower system and strings.

- SolarEdge, on request, and when possible by SolarEdge, will provide the installer detailed information of site simulation

- Sales:

- SolarEdge will provide the installer with leads of potential customers who expressed interest in repower, in the installer's geographical location (as defined by SolarEdge).

- SolarEdge will provide the installer a list of systems according to the installer's geographical location (old FIT installation list).

- Marketing

- SolarEdge will make its logo available to the Installer for use on Installer's website, social media pages (LinkedIn, Facebook etc.), work apparel and print materials. Use of the Logo shall be subject to SolarEdge Brand Guidelines attached hereto as Appendix A. Installer will be eligible to be listed a SolarEdge Repower Installer within the SolarEdge Repower Installer list on the relevant landing page, and visible to potential customer as part of the Repower sales and marketing efforts.

- Installer will be eligible for relevant SolarEdge sales and marketing materials for Repower sales efforts to system owners (e.g. SolarEdge Repower Installer logo, brochures, flyers, case studies that include real yield up data, testimonials, PVSYST examples, repowering sales flow chart)

- Installer may be eligible for additional support and resources at Installer's funded promotional events such as Tradeshow, or for other related expenses.

- Service & Support

- After installation, SolarEdge may offer a yield report to the owner to increase their satisfaction with the installation.

#### **4. Installer Commitment:**

- Installers:

- Installer commits to utilizing SolarEdge trained installers for all of its SolarEdge installations (unless, in the case SolarEdge's solution isn't suitable, and with SolarEdge's approval, Installer can offer another solution).

- Installer commits to meeting the following timelines with potential repower customers:

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1. Initiate contact with lead (whether received by SolarEdge or not) upon receiving its information, for the purpose of setting up a meeting, within 48 hours.

2. Meeting schedule with potential customer within 10 days of initial contact with potential customer (meeting can be online using Zoom etc).
3. Provide site inspections within total 10 days max upon getting site inspection order from site owners.
4. Provide price proposal within total 10 days max after site inspection

■ Sales & Marketing:

■ Installer shall proactively sell, promote and specify SolarEdge Repower solution as part of its standard sales activities for repowering existing systems in Japan.

■ Installer agrees to follow SolarEdge's Marketing Guidelines.

■ Training:

■ Installer commits to having relevant presales, technical and service team personnel attend SolarEdge Training sessions or complete SolarEdge on-line Training Modules as and when scheduled, as advised by the SolarEdge team

■ Logo:

■ Should the Installer choose to feature the SolarEdge logo on the homepage of its website the logo should not be covered by other items on the webpage, should be visible in both standard and mobile webpage designs and should be consistent with SolarEdge Brand Guidelines.

■ Should the Installer choose to feature the SolarEdge logo on outdoor signage they will submit the design to SolarEdge for review and approval.

■ Should the Installer choose to feature the SolarEdge logo on customer facing print materials, use of the logo should be consistent with SolarEdge Brand Guidelines.

■ Monitoring:

■ Installer shall perform all tasks associated with assisting system owners in setting up the monitoring portal and smartphone applications.

■ Support:

■ Installer and SolarEdge will discuss together how to support each individual customer along with SolarEdge's standard warranty and support policy.

■ Installations:

■ Installer shall perform all tasks associated with the PV system installation leaving no inverter or communication tasks to the system owner unless the system owner is capable and willing to do – (example: Installer will install and configure the WiFi connection if needed, not the system owner)

■ Intellectual Property Policies:

■ Except as set out above, Installer acquires no right, title or interest in the SolarEdge's intellectual property including without limitation SolarEdge logo, name, trademark or otherwise. All use by Installer of SolarEdge intellectual property (including any goodwill associated with that use) will inure to the benefit of SolarEdge and its affiliates.

## **5. Miscellaneous**

■ SOLAREEDGE, AND ITS AFFILIATES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM IS PROVIDED "AS IS" AND AT INSTALLER'S OPTION AND RISK AND NONE OF SOLAREEDGE, NOR ITS AFFILIATES MAKE ANY GUARANTEE IN CONNECTION WITH THE PROGRAM OR THE RESULTS OF USING THE PROGRAM.

■ To the fullest extent permitted by law, the Installer releases SolarEdge from any and all direct or indirect costs, damages, expenses, and losses which it may suffer or incur as a result of, arising out of or in connection with the Program or its participation in the Program. Without limiting the above under no circumstances is SolarEdge liable to any Solar installer for any indirect or consequential losses, including but not limited to loss of opportunity or loss of profit.

■ Installer will defend and indemnify SolarEdge and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising out of or related to: (i) its participation in the Program; or (ii) breach of these Terms.

- All claims arising out of or relating to the Terms will be governed by the laws of Japan.
  - The program was made in English and translated into Japanese for convenience only. In case of any discrepancy between the English version and the Japanese version, the English version shall prevail.
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### Appendix A: SolarEdge Brand Identity Guidelines

There are a few rules that need to be followed when using SolarEdge materials:

- Review our Brand Identity Guidelines which are accessible at this hyperlink:
- Ensure that SolarEdge materials are the most updated product information (check with your SolarEdge representative).
- Send any SolarEdge material and/or corporate logo being used for promotional activities for prior approval before publishing/printing.

In addition, you should know that in using our materials, you consent to the following:

- You acknowledge that SolarEdge is the sole and exclusive owner of the SolarEdge trademarks and the goodwill associated with it. You agree not to, contest, attack or dispute, or assist another party in contesting, attacking or disputing, SolarEdge's title or rights to the SolarEdge Trademarks.
- In each publication or other item produced or caused to be produced by you that includes any SolarEdge trademark, you agree to provide a specific trademark attribution that uses a <sup>TM</sup> and acknowledges SolarEdge as the owner of the trademark(s) used. Such acknowledgement shall be in a customarily used font size and at least as large as any other trademark attribution.

Please note, SolarEdge retains the right to withdraw its permission to use SolarEdge trademarks and materials at any time, and this is at our sole discretion.