Limited Warranty for Commercial Total (Solar and Battery)

Warrantor: Solar Insure, Inc., a Delaware corporation ("Warrantor" or "Solar Insure")

This Limited Warranty (this "Limited Warranty") applies to the Covered Equipment (as defined below), consisting of newly installed Solar Equipment and Storage Equipment sold together under a single installation contract and installed at the Address identified in the Warranty Certificate (the "Address" as defined below). Solar Insure agrees to repair, replace, or pay to repair or replace the Covered Equipment for a Covered Defect (as defined below), subject to all the terms, conditions, exclusions, and limitations set forth below.

THE TERMS AND CONDITIONS, SIGNED ADDENDUM, AND WARRANTY CERTIFICATE OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE WARRANTY HOLDER AND SOLAR INSURE. NO ORAL REPRESENTATIONS OR STATEMENTS MADE TO THE WARRANTY HOLDER SHOULD BE RELIED UPON BY THE WARRANTY HOLDER, INCLUDING ANY ORAL REPRESENTATIONS MADE TO THE WARRANTY HOLDER BY A CERTIFIED PROVIDER. SHOULD ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS, SIGNED ADDENDUM, AND WARRANTY CERTIFICATE EXIST, THE TERMS AND CONDITIONS PREVAIL.

Territory Coverage

Territory	Coverage
USA and Puerto Rico	Parts and Labor for Covered Defects subject to the terms, conditions, exclusions, and limitations set forth herein

1. Definitions

1.1. **"Address"** means the real property location identified in the Warranty Certificate where the Covered Equipment is permanently installed and operates.

1.2. **"AVL,"** "Approved Vendor List," "ACL," or "Approved Component List" is defined in Section 2.7 below.

1.3. **"Approved Addendum"** means Solar Insure's addendum that is attached to the Certified Provider's contract with the Warranty Holder and must be included with all Solar Insure warranties. This Addendum creates the obligation between Solar Insure and Warranty Holder.

1.4. **"Battery"** means the individual battery cell(s) and module(s) (regardless of a given manufacturer's terminology, e.g., "energy module," "battery pack," or "battery unit") identified in the Warranty Certificate that are newly installed at the Address, eligible for coverage under this Limited Warranty as determined under Sections 2, 3, and 4, and properly enrolled for coverage under this Limited Warranty with Solar Insure via Daybreak in accordance with this Limited Warranty. "Battery" includes only the battery cells and modules themselves and any battery management system (BMS) physically integrated within an individual battery module.

1.5. **"Certified Provider"** means a licensed solar system and battery installation contractor authorized by Solar Insure to sell Solar Insure products and perform service work for Solar Insure under this Limited Warranty.

1.6. **"Commissioning"** means the startup, configuration, and testing of repaired or replacement Covered Equipment necessary to restore its operation following a covered repair or replacement, including updating settings, programming, operating modes, or communication setup, and integrating repaired or replacement Covered Equipment with the existing Covered Equipment. Commissioning does not include the original commissioning of the Covered Equipment at installation, changes requested by the Warranty Holder for optimization or operational preferences, or re-registration with third parties excluded under Section 6.4.

1.7. **"Covered Equipment"** means the Solar Equipment and the Storage Equipment, in each case that is newly installed at the Address under the same installation contract, eligible for coverage under this Limited Warranty as determined under Sections 2, 3, and 4, and properly enrolled for coverage under this Limited Warranty with Solar Insure via Daybreak in accordance with this Limited Warranty. Covered Equipment does not include, regardless of whether newly installed alongside the Covered Equipment or supplied by the same manufacturer (other than components physically housed within, and inseparable from, a PV Inverter or a Paired Inverter): the battery cabinet, enclosure, rack, or housing; cooling, ventilation, or temperature control equipment (including HVAC units); any cluster, cabinet, or system level management, monitoring, or control unit (including but not limited to a cluster management unit, battery cabinet management unit, CT Rings, or energy module management unit); gateways, envoys, data

loggers, controllers, energy management systems, network switches, or other monitoring or communications equipment; external meters and current transformers; fire detection or suppression equipment; automatic transfer switches (ATS), backup interface devices, or emergency or rapid shutoff devices; wiring, cabling, conduits, busbars, combiner boxes, grounding equipment, or other electrical infrastructure; junction boxes, bypass diodes, and connectors, including those integral to a solar panel; roof penetrations, flashings, or roofing materials; mounting hardware other than Standard Racking, stands, foundations, piles, ballast supports, ballast materials, or weights; tracking systems or other specialized or non-standard mounting systems; and any Non-Covered Equipment.

1.8. **"Covered Defect"** means a material failure of the Covered Equipment to conform to its manufacturer's specifications or to perform its intended function according to its manufacturer's specifications solely due to defective materials, manufacturing defects, or manufacturing design flaws. A Covered Defect does not include Normal Wear and Tear, degradation of the Covered Equipment within its manufacturer's published warranty guidelines and specifications, damage to the Covered Equipment from external causes, or any other exclusion listed in this Limited Warranty. A Covered Defect also includes: (a) for the Battery, during years 1-10 of its Warranty Period, failure of the Battery to retain the minimum percentage of Nominal Energy as specified in the manufacturer's published warranty guidelines in effect at the time of installation of the Battery at the Address (or less than 70% of Nominal Energy if the manufacturer's specifications are unclear or unavailable), and, during years 11-20 of its Warranty Period, failure of the Battery to retain at least 50% of Nominal Energy; (b) for solar panels, power output below the minimum specified in the manufacturer's published power output warranty in effect at the time of installation, as measured in accordance with the manufacturer's published production standards and testing methodology, provided that after the end of the manufacturer's power output warranty term, the manufacturer's production standards shall be applied by continuing the manufacturer's published annual degradation rate through the end of the Warranty Period; and (c) a Cross-System Failure, to the extent provided in Section 4.8.

1.9. **"Cross-System Failure"** means a material failure of Solar Equipment to conform to its manufacturer's specifications or to perform its intended function that is directly caused by a Covered Defect in Storage Equipment, or a material failure of Storage Equipment to conform to its manufacturer's specifications or to perform its intended function that is directly caused by a Covered Defect in Solar Equipment, in each case where the affected Covered Equipment does not itself contain a Covered Defect. A failure caused by anything other than a Covered Defect in Covered Equipment, including Non-Covered Equipment or any cause excluded under this Limited Warranty, is not a Cross-System Failure. A failure is a Cross-System Failure only if the equipment containing the originating Covered Defect and the affected equipment were made by the same manufacturer, as identified on the Approved Vendor List, whether as originally installed or as replaced under this Limited Warranty.

1.10. **"Daybreak"** means Solar Insure's proprietary technology platform (or any subsequent system built or used by Solar Insure for tracking and maintaining warranties) for enrolling limited warranties made by Solar Insure, monitoring the Covered Equipment, and servicing warranty claims made under this Limited Warranty.

1.11. **"Defective Equipment"** means Covered Equipment that contains a Covered Defect occurring during its Warranty Period.

1.12. **"Hybrid Inverter"** means a Paired Inverter that also converts power directly from the Solar Panel System, whether integrated within the Battery's enclosure as a single unit or separately housed.

1.13. **"Nominal Energy"** means the Battery's designed energy storage capacity when new, measured in kilowatt-hours (kWh). This value indicates the total amount of energy the Battery can store according to the manufacturer's published guidelines and specifications when it is new, serving as a baseline for its performance.

1.14. **"Non-Covered Equipment"** means any equipment located at the Address or connected to the Covered Equipment that is not Covered Equipment, including: (a) equipment installed at the Address before the Covered Equipment; (b) equipment installed under a separate installation contract, or as a separate installation on a separate interconnection or electrical system, whether or not covered by another Solar Insure warranty; (c) equipment added after the Start Date, other than replacement Covered Equipment provided under this Limited Warranty or the applicable manufacturer's warranty; and (d) any equipment excluded from the definition of Covered Equipment.

1.15. **"Normal Operating Conditions"** means environmental and operational conditions for the Covered Equipment within its manufacturer's published specifications, including but not limited to, ambient temperature ranges, humidity levels, wind loads, snow, rain, or other precipitation loads, and electrical conditions for which the Covered Equipment is designed and rated.

1.16. **"Normal Wear and Tear"** means normal degradation of Covered Equipment in accordance with its manufacturer's warranty and manufacturer published specifications, including but not limited to, cosmetic defects, equipment reaching end of life, performance variations due to Normal Operating Conditions, and expected component aging over time.

1.17. **"Paired Inverter"** means an inverter, Hybrid Inverter, battery inverter, or power conversion system (regardless of a given manufacturer's terminology), whether integrated within the Battery's enclosure or separately housed, through which the Battery is charged and discharged, and that: (a) is newly installed at the Address by the same Certified Provider, under the same installation contract and permit plan set, as the Battery; (b) is electrically connected to the Battery, configured to control its charging and discharging, and approved by the Battery's manufacturer as compatible with the Battery; (c) is listed on the AVL/ACL at the time of its installation; and (d) is identified by model and serial number and properly enrolled with Solar Insure via Daybreak.

1.18. **"PV Inverter"** means an inverter, including a string inverter or microinverter, that converts power only from the Solar Panel System and does not charge or discharge the Battery.

1.19. **"Replacement Value"** means, separately for each of the following categories of Covered Equipment: (a) all solar panels; (b) each string PV Inverter; (c) all microinverters; (d) all DC optimizers; (e) all Standard Racking; (f) the Battery; and (g) each Paired Inverter (including each Hybrid Inverter), the original purchase price of such Covered Equipment paid by the Warranty Holder, as documented in the original sales contract, invoice, or receipt for the Warranty Holder's purchase of the Covered Equipment, excluding installation labor, taxes, shipping, handling, and any ancillary fees, and, where not separately itemized, as allocated among such categories by Solar Insure in its sole discretion based on the documentation available to it, multiplied by a fraction, the numerator of which is the number of full months remaining in the Warranty Period applicable to such Covered Equipment as of the date on which the Warranty Holder reported the applicable warranty claim hereunder to Solar Insure in accordance with the claims procedure set forth in Section 9 hereof, and the denominator of which is the total number of months in that Warranty Period.

1.20. **"Residential Rental Use"** means renting all or part of a dwelling unit at the Address for residential occupancy, including short-term or vacation rental (e.g., through Airbnb or VRBO), provided the Address is not operated as a hotel, motel, or other licensed commercial lodging establishment.

1.21. **"Service Provider"** means a solar and/or battery system contractor approved by Solar Insure to perform service work for Solar Insure under this Limited Warranty. A Certified Provider is also a Service Provider; however, a Service Provider may not always be a Certified Provider.

1.22. **"Solar Equipment"** means the following equipment: (a) solar panels; (b) PV Inverters; (c) DC optimizers; and (d) Standard Racking.

1.23. **"Solar Panel System"** means the complete assembly of interconnected solar panels, mounting hardware, electrical wiring, and structural components that collectively convert solar energy into electrical energy, excluding inverters, monitoring equipment, and electrical components beyond a direct current combiner level.

1.24. **"Standard Racking"** means UL 2703-listed rails, clamps, and attachment hardware for ground-mount systems, ballasted roof systems, and pitched roof systems installed in accordance with Section 7.1.1, excluding tracking systems, floating or building-integrated systems, foundations, piles, ballast materials, and any other specialized or non-standard mounting system.

1.25. **"Start Date"** means the date on which PTO is issued for the Covered Equipment or, where separate PTOs are issued for the Solar Equipment and the Storage Equipment, the date of the later PTO.

1.26. **"Storage Equipment"** means the Battery and each Paired Inverter, including each Hybrid Inverter.

1.27. **"System Additions"** means an installation of Covered Equipment as an addition to a solar panel or battery system previously installed at the Address. System Additions are covered by this Limited Warranty only if they are separately enrolled with Solar Insure and documented as a separate and distinct warranty in Daybreak.

1.28. **"Warranty Certificate"** means the document issued by Solar Insure to the Warranty Holder confirming warranty coverage for specific Covered Equipment.

1.29. **"Warranty Holder"** means a business or entity to which Solar Insure has issued this Limited Warranty for the Covered Equipment and is the owner of the Covered Equipment.

1.30. **"Warranty Period"** means the term of this Limited Warranty for the applicable Covered Equipment as defined in Section 4.1.4.

2. Eligibility

To be eligible under this Limited Warranty, the Covered Equipment must meet all of the following requirements:

2.1. **Commercial:** The Covered Equipment is installed at an Address to generate and store electricity for business, commercial, agricultural, industrial, institutional, governmental, income-producing, mixed use, or other business use, and the Address satisfies at least one of the following:

- 2.1.1. **Zoning:** the Address is zoned commercial or agricultural by the governmental authority having jurisdiction;
- 2.1.2. **Multi-Family Size:** the Address is a multi-family residential property consisting of five (5) or more dwelling units, regardless of the property's residential zoning classification; or
- 2.1.3. **Mixed Use:** any portion of the Address is used for business, commercial, agricultural, industrial, institutional, governmental, or other income-producing purpose, regardless of the proportion of such use relative to any residential use at the Address, and regardless of whether the Address is subject to any zoning classification.
- 2.1.4. Notwithstanding the foregoing, an Address consisting of one (1) to four (4) dwelling units, not zoned commercial or agricultural, whose only business or income-producing use is Residential Rental Use is not eligible under this Limited Warranty and must instead be enrolled under Solar Insure's Residential Limited Warranty. Any other Address that is eligible under Solar Insure's Residential Limited Warranty is likewise not eligible under this Limited Warranty.

2.2. **Single Installation Contract:** The Solar Equipment and the Storage Equipment must be sold to the Warranty Holder under the same installation contract, installed by the same Certified Provider, and shown on the same permit plan set. Not all solar or storage equipment at the Address is required to be enrolled under this Limited Warranty; however, equipment installed under a

separate installation contract, or as a separate installation on a separate interconnection or electrical system at the Address, is Non-Covered Equipment and must be enrolled, if at all, under a separate Solar Insure warranty.

2.3. **Installation:** The Covered Equipment must be installed by a Certified Provider at the Address and in strict accordance with the Covered Equipment manufacturer's installation requirements and specifications.

2.4. **Permission to Operate (PTO):** The Covered Equipment must have received a final Permission to Operate ("PTO") from the local utility services provider for the Address and must have all valid governmental authority permits required for a commercial solar and battery storage installation.

2.5. **Approved Addendum:** The Warranty Holder must have signed Solar Insure's Approved Addendum to the Certified Provider's installation contract with the Warranty Holder for the Covered Equipment.

2.6. **Enrollment:** The Covered Equipment must be properly enrolled in Solar Insure's warranty program through Daybreak within thirty (30) days after the date of the PTO for the Covered Equipment or, where separate PTOs are issued for the Solar Equipment and the Storage Equipment, within thirty (30) days after the date of the later PTO. No coverage is provided under this Limited Warranty for any period before the Start Date, including any period between the issuance of the PTO for the Solar Equipment and the PTO for the Storage Equipment. If the PTO for the Storage Equipment has not been issued within 180 days after the PTO for the Solar Equipment, the Solar Equipment may instead be enrolled under Solar Insure's Commercial Solar Limited Warranty, and the Storage Equipment, upon receiving PTO, under Solar Insure's Commercial Battery Limited Warranty.

2.7. **Approved Equipment:** The Covered Equipment must utilize new, unused equipment listed by a vendor on Solar Insure's Commercial Approved Vendor List/Approved Component List ("AVL" or "ACL") at the time of its installation at the Address. The AVL or ACL may be updated from time to time by Solar Insure and can be found at: https://www.solarinsure.com/solarinsure-approved-vendor-list-avl

2.8. **Compliance:** The installation and operation of the Covered Equipment must comply with all applicable federal, state, and local laws and regulations, including but not limited to, building codes, electrical codes, fire codes, and governmental authority permitting requirements.

2.9. **Internet Connectivity:** The Solar Equipment and the Storage Equipment must each have internet connectivity and monitoring enabled throughout the Warranty Period so that Covered Defects, including Cross-System Failures, may be verified by Solar Insure and coverage provided under this Limited Warranty in a timely manner.

2.10. **Certification:** The Battery and each Paired Inverter must be listed together as an energy storage system under UL 9540 (Standard for Energy Storage Systems and Equipment), and the as-installed Storage Equipment, including its enclosure and installation configuration, must satisfy applicable UL 9540A large-scale fire test requirements or other fire test methodology required by the governmental authority having jurisdiction over the Covered Equipment and the Address. Documentation evidencing such certification and compliance must be made available by the Warranty Holder to Solar Insure upon its request. The Warranty Holder's failure to maintain or produce such documentation to Solar Insure may result in denial of a claim made under this Limited Warranty. AVL listing reflects vendor/model approval only and does not itself certify that a specific as-installed configuration satisfies UL 9540A's installation requirements.

2.11. **Compatibility:** Each Paired Inverter must be approved by the Battery's manufacturer as compatible with the Battery, and the solar panel strings and any DC optimizers must be designed and installed within the input specifications of each PV Inverter and Hybrid Inverter to which they are connected, in each case as documented in the permit plan set. Documentation evidencing such compatibility must be made available by the Warranty Holder to Solar Insure upon its request.

3. Documentation and Enrollment Requirements

To enroll the Covered Equipment with Solar Insure under this Limited Warranty, a Certified Provider must provide to Solar Insure all the following information through Daybreak. Certified Provider's failure to enroll the Covered Equipment with the following requirements may impact coverage eligibility, including not having coverage:

3.1. **Approved Addendum:** A fully executed copy of Solar Insure's Approved Addendum to the Certified Provider's installation contract with the Warranty Holder for the Covered Equipment.

3.2. **Equipment List:** Covered Equipment with model numbers and serial numbers for the following items:

- 3.2.1. Solar panels — model numbers and serial numbers
- 3.2.2. PV Inverters — model numbers and serial numbers
- 3.2.3. DC optimizers (if applicable) — model numbers and serial numbers
- 3.2.4. Standard Racking — manufacturer and model (required for Standard Racking to be Covered Equipment; serial numbers not applicable)
- 3.2.5. Battery system(s) — model number, serial number, and energy storage capacity (kWh)
- 3.2.6. (If applicable) Battery Management System (BMS) — model and serial number

3.2.7. Paired Inverter(s), identifying any Hybrid Inverter(s) — model(s), serial number(s), and rated power (kW)
3.2.8. (Optional) Monitoring equipment (e.g., gateways, data loggers), for monitoring purposes only. Listing monitoring equipment does not make it Covered Equipment.

3.3. **PTO:** Final Permission to Operate documentation for the Covered Equipment, including each PTO where separate PTOs are issued for the Solar Equipment and the Storage Equipment.

3.4. **Completed Installation Photographs:** Clear photographs acceptable to Solar Insure in its sole discretion showing the final installed Covered Equipment, including solar panels, PV Inverters, DC optimizers, Standard Racking, battery units, Paired Inverters, BMS, wiring, connection points, module layout, and labeling.

3.5. **"As Built" Permit Plan Set:** A full governmental authority stamped copy of the permit plan set for the Covered Equipment, showing the Solar Equipment, the Storage Equipment, and their interconnection, approved by all applicable federal, state, and local governmental authorities having jurisdiction over the Covered Equipment and the Address.

3.6. **Sticker Map:** A detailed sticker map for the Address indicating the location and layout of the Covered Equipment, clearly distinguishing the Covered Equipment from any Non-Covered Equipment at the Address, and including serial numbers for all PV Inverters, DC optimizers (if applicable), the Battery, and each Paired Inverter.

3.7. **Manufacturer Warranty Registration:** Proof of registration by the Certified Provider on behalf of the Warranty Holder of all applicable manufacturer warranties for the Covered Equipment.

3.8. **Installation Contract and Itemized Pricing:** The installation contract under which the Solar Equipment and the Storage Equipment were sold, and the original sales contract, invoice, or receipt for the Covered Equipment, itemizing, to the extent available, the purchase price of each category of Covered Equipment identified in the definition of Replacement Value.

4. Terms and Conditions on Limited Warranty Coverage

4.1. **Scope of Coverage.** Subject to the terms, conditions, exclusions, and limitations herein, this Limited Warranty covers only:
4.1.1. **Parts:** Replacement or repair for Covered Defects for Covered Equipment and parts thereof.
4.1.2. **Labor:** Reasonable labor costs for removal, replacement, and reinstallation of Defective Equipment for Covered Defects, including labor costs necessary to uninstall the Defective Equipment and reinstall the repaired or replacement Covered Equipment, subject to Section 7.3.
4.1.3. **Shipping:** Transportation and shipping costs for replacement parts for the Defective Equipment to the Address.
4.1.4. **Warranty Period:** Each item of Covered Equipment is covered for the following period beginning on the Start Date:
4.1.4.1. Solar panels: 30 years following the Start Date
4.1.4.2. PV Inverters (string inverters and microinverters): 20 years following the Start Date
4.1.4.3. DC optimizers: 20 years following the Start Date
4.1.4.4. Standard Racking: 30 years following the Start Date
4.1.4.5. Battery: 20 years following the Start Date
4.1.4.6. Paired Inverters, including Hybrid Inverters: 20 years following the Start Date
4.1.4.7. All other equipment, including gateways, envoys, data loggers, controllers, energy management systems, and other monitoring or communications equipment, is not covered under this Limited Warranty.

4.2. This Limited Warranty does not replace the manufacturer's warranty for the Covered Equipment.

4.3. This Limited Warranty covers only Covered Defects and does not guarantee any specific energy production, storage performance, power output, or achievement of performance levels of the Covered Equipment, except for solar panel power output and Battery capacity to the extent expressly provided in the definition of Covered Defect.

4.4. Coverage under this Limited Warranty is triggered only when a Covered Defect is identified and reported by the Warranty Holder to Solar Insure within the applicable Warranty Period in accordance with the warranty claims procedure prescribed in Section 9.

4.5. Any replaced Defective Equipment becomes Solar Insure's sole property.

4.6. **Battery Defect Standards:**
4.6.1. **Years 1-10:** During years 1 through 10 of its Warranty Period, the Battery is defective if it does not retain at least the minimum percentage of its Nominal Energy as specified in the manufacturer's published warranty guidelines in effect at the time of installation at the Address. If the manufacturer's specifications are unclear or unavailable, the Battery shall be considered defective if it retains less than 70% of Nominal Energy.
4.6.2. **Years 11-20:** During years 11 through 20 of its Warranty Period, the Battery is defective if it does not retain at least 50% of its Nominal Energy.
4.6.2.1. Solar Insure will pay for both parts and labor necessary to repair or replace the Battery the first time the Battery becomes defective during years 11-20 of its Warranty Period. Thereafter, for any subsequent instance during years 11-20 in which the repaired or replacement Battery is also defective, Solar Insure will pay ONLY for the labor costs necessary to repair or replace the Battery and will not pay for parts, regardless of

how many additional times the Battery becomes defective during the remainder of its Warranty Period. For purposes of this Section 4.6.2.1, each module of the Battery is treated separately: parts and labor are covered for the first Covered Defect in a given module during years 11-20, and only labor is covered for any later Covered Defect in that module or in any module that replaces it.

4.6.3. Capacity under this Section 4.6 is measured for the Battery as a whole, using the manufacturer's published measurement methodology where available. A module that fails to perform its intended function is a Covered Defect regardless of the Battery's overall capacity.

4.6.4. The standards and limitations of this Section 4.6, including Section 4.6.2.1, apply only to the Battery. All other Covered Equipment is covered for parts and labor for Covered Defects throughout its Warranty Period, subject to the other terms, conditions, exclusions, and limitations of this Limited Warranty.

4.7. **Paired Inverter and Hybrid Inverter Coverage:** This Limited Warranty covers each Paired Inverter, including components physically housed within it, for Covered Defects. For a Hybrid Inverter, coverage extends to both its battery functions and its photovoltaic functions, including maximum power point tracking and other components that serve the Solar Panel System. This Limited Warranty does not cover any inverter that is not a PV Inverter or a Paired Inverter.

4.8. **Cross-System Coverage:**

4.8.1. This Limited Warranty covers a Cross-System Failure as if it were a Covered Defect in the affected Covered Equipment, subject to all of the terms, conditions, exclusions, and limitations of this Limited Warranty.

4.8.2. Coverage for a Cross-System Failure applies only while both the Covered Equipment containing the originating Covered Defect and the affected Covered Equipment are within their respective Warranty Periods. Cross-System coverage for any Covered Equipment ends when the Warranty Period for the other Covered Equipment involved ends.

4.8.3. Costs to remedy a Cross-System Failure are charged against the Replacement Value of the affected Covered Equipment, and costs to remedy the originating Covered Defect are charged against the Replacement Value of the Covered Equipment containing it, in each case as allocated by Solar Insure in its sole discretion in accordance with Section 5.

4.8.4. A Cross-System Failure and its originating Covered Defect constitute a single warranty claim for purposes of Section 7.3.

4.8.5. No failure caused by Non-Covered Equipment, or by any cause excluded under Section 6 (including workmanship, improper sizing or design, power surges or grid events, and manufacturer firmware updates or system modifications), is a Cross-System Failure, regardless of whether the failure affects both the Solar Equipment and the Storage Equipment.

4.8.6. To establish a Cross-System Failure, the Certified Provider or Service Provider must submit, in addition to the requirements of Section 9.2, a Return Merchandise Authorization (RMA) number or written warranty determination or denial from the manufacturer of each item of Covered Equipment involved, together with monitoring data and a written description of the originating Covered Defect and the resulting failure. Solar Insure will determine whether a Cross-System Failure has occurred based on the documentation submitted and its rights under Section 9.5.

4.9. **Replacement Parts:** Repair or replacement of Defective Equipment will be made with identical new, refurbished, or remanufactured parts, as determined by Solar Insure in its sole discretion. If identical new, refurbished, or remanufactured parts are not available, repair or replacement may be made with parts that differ in size, color, shape, and model number but are substantially similar in power level and capacity as determined by Solar Insure in its sole discretion. Replaced Defective Equipment shall be delivered by the Warranty Holder to Solar Insure and become Solar Insure's sole property. Solar Insure is not obligated to repair, replace, or modify any non-defective Covered Equipment or other equipment to achieve compatibility with repaired or replacement Covered Equipment, including by restringing, reconfiguring inverters, DC optimizers, or the Battery beyond Commissioning, or modifying racking to accommodate replacement solar panels of different dimensions. If compatible replacement Covered Equipment is not commercially available, Solar Insure may elect the remedy in Section 5.1.3. Any replacement Covered Equipment provided under this Limited Warranty is Covered Equipment for the remainder of the applicable Warranty Period.

4.10. **Manufacturer Warranty Coordination:** During any period in which a manufacturer's warranty covers a Covered Defect, the manufacturer's warranty is primary, and this Limited Warranty covers only the reasonable labor and shipping costs for that Covered Defect that are not paid under the manufacturer's warranty, subject to Section 7.3. Where the manufacturer's warranty has expired or does not cover the Covered Defect, or the manufacturer denies or fails to honor coverage for the Covered Defect, this Limited Warranty is primary for that Covered Defect.

4.11. **Component-Level and Module-Level Repair and Replacement:** Solar Insure will repair or replace only the individual solar panels, PV Inverters, DC optimizers, Standard Racking components, Battery modules, or Paired Inverters containing a Covered Defect (or affected by a Cross-System Failure), and is not obligated to replace any string, array, or other non-defective Covered Equipment. Battery repair or replacement will be made at the individual module level, or at the cell or BMS level where the manufacturer permits, and Solar Insure is not obligated to replace an entire Battery, battery cabinet, or rack, or any non-defective module, unless (a) the manufacturer requires replacement at a higher level as a condition of its warranty or technical support, or

(b) module-level replacement is not commercially practicable, as determined by Solar Insure in its sole discretion, in which case Section 5.1.3 may apply. Where the manufacturer supplies replacement modules only as part of a pre-assembled cabinet or rack, Solar Insure may supply that assembly as the replacement; its cost counts against the Replacement Value of the Battery, and the cabinet, rack, and other components of that assembly that are not Battery do not become Covered Equipment. Any replacement module is part of the Battery for the remainder of its Warranty Period.

4.12. **System Additions:** When this Limited Warranty covers System Additions to an existing solar panel or battery system, coverage under this Limited Warranty is limited to the newly installed Covered Equipment only, and no pre-existing equipment, including any previously installed inverter, is covered. The Sticker Map must show which equipment is new versus pre-existing to determine coverage under this Limited Warranty.

4.13. **Partial Voidance:** If any Covered Equipment is relocated, removed, decommissioned, or materially altered, or coverage for any Covered Equipment is otherwise voided under this Limited Warranty, only the coverage for the affected Solar Equipment or Storage Equipment, as applicable, is void. Coverage for the remaining Covered Equipment continues for the remainder of its Warranty Period, except that no Cross-System coverage applies after such event.

5. Remedies

THE EXCLUSIVE REMEDIES UNDER THIS LIMITED WARRANTY ARE LISTED BELOW. SOLAR INSURE'S MAXIMUM AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY FOR ALL CLAIMS DURING THE WARRANTY PERIOD SHALL NOT EXCEED, FOR ALL CLAIMS RELATING TO EACH CATEGORY OF COVERED EQUIPMENT IDENTIFIED IN THE DEFINITION OF REPLACEMENT VALUE, THE REPLACEMENT VALUE OF THAT CATEGORY AS ORIGINALLY INSTALLED AT THE ADDRESS, DETERMINED AS OF THE DATE THE THEN-CURRENT CLAIM IS REPORTED, AND REDUCED BY ALL AMOUNTS PREVIOUSLY PAID UNDER THAT LIMIT. AMOUNTS AVAILABLE UNDER ONE LIMIT SHALL NOT BE APPLIED TO CLAIMS UNDER ANY OTHER LIMIT. ANY AMOUNT THAT RELATES TO MORE THAN ONE CATEGORY OF COVERED EQUIPMENT, OR CANNOT BE ATTRIBUTED TO A SINGLE CATEGORY, INCLUDING ANY AMOUNT RELATING TO A CROSS-SYSTEM FAILURE, SHALL BE ALLOCATED AMONG THE APPLICABLE LIMITS BY SOLAR INSURE IN ITS SOLE DISCRETION. IN NO EVENT SHALL SOLAR INSURE'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED THE SUM OF THE REPLACEMENT VALUES OF ALL COVERED EQUIPMENT.

5.1. **Parts Repair Remedies:** Solar Insure will, at its sole discretion:
- 5.1.1. Repair the Covered Equipment for the Covered Defect.
- 5.1.2. Replace the Covered Equipment for the Covered Defect with the same or substantially similar equipment.
- 5.1.3. If repair or replacement of the Covered Equipment for the Covered Defect is not commercially practicable or cannot be timely made as determined in Solar Insure's sole discretion, provide a cash payment equal to the repair or replacement cost for the affected Covered Equipment for the Covered Defect.

5.2. **Parts and Labor Costs:** Subject to the additional limitations specified herein for Covered Defects, Solar Insure will pay for:
- 5.2.1. Equipment parts (which may be new, used, refurbished, or remanufactured of like kind and quality).
- 5.2.2. Labor for uninstalling Defective Equipment and installing replacements for Covered Defects.
- 5.2.3. Commissioning of repaired or replacement Covered Equipment, subject to Section 7.3.2.
- 5.2.4. Electrical reconnection and testing of Covered Equipment or replacement parts for Covered Defects.
- 5.2.5. Shipping costs for replacement parts for Covered Defects.

5.3. **Labor Limitations:** Additional labor costs such as required maintenance (e.g., snow removal, grass mowing around ground mounts), uncovered service work, or technology updates are not covered under this Limited Warranty. Delivery fees, breakdown charges, inspection fees, installation fees, or estimate charges for non-covered repairs are the Warranty Holder's sole responsibility. Solar Insure has no liability to the Warranty Holder for any such labor costs.

6. Exclusions

The following are excluded and not covered under this Limited Warranty:

6.1. **General Exclusions:**
- 6.1.1. Normal Wear and Tear of Covered Equipment.
- 6.1.2. Normal degradation of Covered Equipment within manufacturer specifications.
- 6.1.3. Cosmetic damage to the Covered Equipment that does not affect its functionality.
- 6.1.4. Damage to Covered Equipment from external or environmental causes, including but not limited to:
  - 6.1.4.1. Weather events (hail, lightning, wind, flood, snow)
  - 6.1.4.2. Fire, earthquakes, or other acts of God
  - 6.1.4.3. Vandalism, theft, invasion, rebellion, riot, strike, labor disturbance, lockout, terrorist attacks, civil commotion, or intentional damage

6.1.4.4. Environmental factors (salt or saltwater corrosion, chemicals, acid rain, pollution)
6.1.4.5. Pests, insects, rodents, or other animals
6.1.5. Damage to Covered Equipment caused by operation outside of Normal Operating Conditions.
6.1.6. Damage to Covered Equipment from its improper maintenance or failure to follow manufacturer's operating guidelines.
6.1.7. Damage to Covered Equipment caused by installation not in accordance with manufacturer's guidelines for the Covered Equipment.
6.1.8. Unauthorized modifications or repairs made to the Covered Equipment not approved in advance by Solar Insure.
6.1.9. Any equipment from vendors not on Solar Insure's AVL/ACL at the time of its installation.
6.1.10. Federal government installations related to the Covered Equipment.
6.1.11. Covered Equipment installed outside the United States or Puerto Rico.
6.1.12. Covered Equipment with altered, defaced, or removed serial numbers.
6.1.13. Covered Equipment installed on mobile homes, vehicles, or vessels.
6.1.14. Damage to Covered Equipment resulting from improper shipping or mishandling.
6.1.15. Damage to Covered Equipment resulting from power surges or grid events.
6.1.16. Covered Equipment installations outside of the property lines for the Address.
6.1.17. Any labor associated with the removal, reinstallation, or replacement of the Covered Equipment necessitated by roof replacement, roof repair, or any other maintenance, renovation, or improvement to the property or its structure, regardless of the reason for such work.
6.1.18. Any failure of or damage to Covered Equipment caused by, arising from, or relating to Non-Covered Equipment.
6.1.19. Consequential damages and product liability claims of any kind or amount.
6.1.20. Fraudulent warranty documents or claims, including but not limited to concealment of material facts or defects, falsification or material alteration of documents, or submission of false or fraudulent information.

6.2. **Storage Equipment-Specific Exclusions:**
6.2.1. Damage to Storage Equipment from improper storage of the Storage Equipment in non-temperature-controlled environments per the manufacturer specifications.
6.2.2. Damage to the Covered Equipment from unauthorized parts or unauthorized system modifications.
6.2.3. Abnormal Degradation of Battery. Capacity loss resulting from sustained abnormal degradation. Abnormal degradation is defined as a decrease in Nominal Energy exceeding 3.5% during any rolling 12-month period, as measured in accordance with this Limited Warranty. Such degradation may indicate operation beyond Normal Operating Conditions, including but not limited to, excessive cycling, sustained thermal stress, or operation outside manufacturer-recommended conditions.
6.2.4. Storage Equipment installed in floating, mobile, or non-standard configurations.

6.3. **Workmanship Exclusions:**
6.3.1. Covered Equipment installation-related issues not caused by a Covered Defect, including any workmanship issues by a Certified Provider or its subcontractors.
6.3.2. Any issues related to roof penetration, including but not limited to, internal damage, leaks, and damage to trusses.
6.3.3. Covered Equipment failures due to incorrect installation, improper sizing or system design, or non-compliance with electrical, fire, and building codes, including but not limited to, pre-existing electrical issues, improper wiring, grounding, circuits, or connections.
6.3.4. Any workmanship issues are covered exclusively under the Certified Provider's installation warranty or applicable subcontractor warranties made to the Warranty Holder and are subject to their own terms and conditions. This Limited Warranty does not apply. The Warranty Holder must pursue workmanship claims directly with the installing contractor.

6.4. **Third-Party Costs and Regulatory Fees Exclusions:**
6.4.1. Any costs imposed by or payable to third parties arising from or related to system modification, repair, replacement, or reconfiguration, including but not limited to: permitting fees, municipal inspection fees, utility interconnection application fees, utility-required transformer upgrades or replacements, service panel upgrades, interconnection equipment, other electrical infrastructure modifications required by a utility or authority having jurisdiction, and any costs associated with reconfiguring, re-registering, or re-enrolling the Covered Equipment or its monitoring platform with any third-party service, utility, or regulatory body.

6.5. **Equipment Exclusions:**
6.5.1. Damage to Covered Equipment caused by manufacturer firmware updates, a failure to make firmware updates, or system modifications.
6.5.2. Solar panel tracking systems, including single-axis and dual-axis tracking equipment, articulating racking systems, and all associated motors, controllers, and mechanical components.
6.5.3. Covered Equipment being moved from the original installation location at the Address.
6.5.4. Roof penetrations, flashings, and any associated roofing materials.
6.5.5. Electrical equipment related to the Covered Equipment (other than a PV Inverter or Paired Inverter), including but not limited to, conduits, wiring, grounding equipment, combiner boxes, and junction boxes, bypass diodes, and connectors, including those integral to a solar panel.

6.5.6. Structural mounting systems and hardware other than Standard Racking, including but not limited to, foundations, piles, ballast supports, ballast materials, and weights.
6.5.7. Gateways, envoys, data loggers, controllers, energy management systems, cellular kits, modems, wireless routers, range extenders, communication kits, line filters, or other monitoring or communications equipment.
6.5.8. Any component that is not Covered Equipment, including the components excluded in the definition of Covered Equipment, whether installed at the same time as the Covered Equipment or added later.
6.5.9. Parts and other costs paid or payable under a manufacturer's warranty, as provided in Section 4.10.
6.5.10. Product recalls initiated by the manufacturer or governmental authority.

6.6. **System Additions Exclusions:**
6.6.1. Pre-existing solar panel systems, battery systems, inverters, mounting equipment, and other pre-existing equipment.
6.6.2. Any roof damage from previous installations of or repairs made to Covered Equipment.
6.6.3. Tie-ins to previously existing equipment.
6.6.4. Energy production or performance issues for the combined system (i.e., the addition and the previously installed system).
6.6.5. Damage caused by pre-existing equipment or conditions.
6.6.6. Damage to any existing solar panel system or battery system caused by any System Addition.
6.6.7. Solar panels, batteries, inverters, or other equipment added to the Covered Equipment after the Start Date, other than replacement Covered Equipment provided under this Limited Warranty or the applicable manufacturer's warranty.

7. Limitations on Coverage

The following limitations of this Limited Warranty apply to all installations of the Covered Equipment:

7.1. **Solar Equipment and Installation Limitations:**
7.1.1. Coverage is limited to the following mounting systems installed for the Solar Equipment according to manufacturer's specifications:
7.1.1.1. Ground-mount systems
7.1.1.2. Ballasted roof systems (non-penetrating)
7.1.1.3. Pitched roof systems with standard racking
7.1.1.4. Other roof types are permitted provided that they are installed in accordance with manufacturer specifications, engineering guidelines, and the authority having jurisdiction's zoning and code requirements
7.1.1.5. Coverage is from the penetration point upwards and does not include roof penetrations
7.1.2. No coverage for floating solar, BIPV (Building-Integrated Photovoltaics), or any other non-standard mounting method.
7.1.3. Excludes bowing and bending of large-format modules due to snow loads or inadequate center module support.
7.1.4. Heights exceeding the Solar Equipment manufacturer's specifications, engineering guidelines, and the authority having jurisdiction's zoning and code requirements.

7.2. **Storage Equipment and Installation Limitations:**
7.2.1. All Covered Equipment must be installed, operated, and maintained in strict accordance with the original equipment manufacturer's published specifications, including but not limited to, operating temperature ranges, humidity tolerances, ventilation requirements, and any other environmental or operational parameters specified by the manufacturer. Failure to comply with manufacturer's specifications may void coverage under this Limited Warranty with respect to the affected component(s) of the Covered Equipment.
7.2.2. Batteries must be installed in fixed, permanent, commercially approved enclosures in compliance with all applicable fire, building, and electrical codes. Paired Inverters must be mounted in accordance with the manufacturer's clearance, ventilation, and environmental requirements.

7.3. **Claims Limitations:**
7.3.1. The total number of service truck rolls for warranty claims made under this Limited Warranty is limited to two (2) per warranty claim. Labor for diagnosing, repairing, uninstalling, and reinstalling Covered Equipment, including removal of Defective Equipment and installation of repaired or replacement Covered Equipment, is capped at a combined ten (10) hours per warranty claim. Commissioning is subject to the separate cap in Section 7.3.2. Labor in excess of these caps is the Warranty Holder's responsibility and does not affect coverage of parts or of labor within the caps.
7.3.2. Commissioning service time is capped at ten (10) hours per warranty claim made hereunder.
7.3.3. Internet connectivity and software monitoring access for both the Solar Equipment and the Storage Equipment must be granted to Solar Insure when making a claim. Failure to maintain connectivity may adversely affect warranty, limit or exclude coverage under this Limited Warranty.
7.3.4. A Cross-System Failure and its originating Covered Defect constitute a single warranty claim, and the caps in Sections 7.3.1 and 7.3.2 apply once to that claim.

7.4. **Accessibility and Mobilization Restrictions:**

7.4.1. No coverage for mobilization costs or time, including lifts, cranes, hoists, forklifts, flatbed trucks, or any system requiring specialized equipment or access. Covered Equipment requiring such equipment for handling remains covered, but the cost of the equipment and its use is the Warranty Holder's responsibility.

7.4.2. Systems must be reasonably accessible by a Service Provider for repairs or replacement.

8. Warranty Holder Obligations

To keep coverage under this Limited Warranty valid, the Warranty Holder must:

8.1. Follow all of the manufacturer's maintenance guidelines for the Covered Equipment and local safety codes.

8.2. Maintain internet connectivity and monitoring permissions for both the Solar Equipment and the Storage Equipment throughout the Warranty Period in order to make a claim.

8.3. Keep the monitoring and communications equipment associated with the Covered Equipment working and maintain service records.

8.4. Report issues promptly to, and share monitoring data with, Solar Insure when requested.

8.5. Use qualified professionals who have completed the applicable manufacturer's training programs for all system maintenance work.

8.6. Operate the Covered Equipment within manufacturer temperature, environmental, and usage specifications.

8.7. Promptly report known defects or failures to Solar Insure.

8.8. Maintain property access rights at the Address.

8.9. Failure to properly maintain or operate the Covered Equipment in accordance with manufacturer specifications may void warranty coverage hereunder.

9. Claims Procedure

9.1. **Before You Start a Warranty Claim:**

9.1.1. Contact Solar Insure on a potential claim prior to your selected Certified Provider or Service Provider beginning any repair work for the Covered Equipment. Claims can be filed with Solar Insure by your selected Certified Provider, Service Provider, or directly by you.

9.2. **What Your Certified Provider or Service Provider Must Submit to Solar Insure:**

9.2.1. Completed claims form (available at https://www.solarinsure.com/warranty-claim).

9.2.2. Photos of the Defective Equipment acceptable to Solar Insure in its sole discretion.

9.2.3. Covered Equipment documentation and maintenance records.

9.2.4. Repair estimates/invoices for the Covered Equipment from a Certified Provider (or Service Provider). Any estimates/invoices for repairs for the Covered Equipment must be itemized, matching specific covered repairs, and aligned with approved labor and truck roll rates.

9.2.5. System access by Solar Insure for monitoring and inspection of Covered Equipment repairs.

9.2.6. Return Merchandise Authorization (RMA) number from a Certified Provider (or Service Provider) and manufacturer.

9.2.7. All manufacturer communications between the Warranty Holder and a Certified Provider (or Service Provider) about the issue(s) related to the warranty claim.

9.2.8. For any claimed Cross-System Failure, the additional documentation required by Section 4.8.6.

9.3. **How Claims Work:**

9.3.1. Certified Provider (or Service Provider) completes and submits the warranty claims form to Solar Insure at https://www.solarinsure.com/warranty-claim.

9.3.2. Warranty Holder provides monitoring access to Solar Insure to verify proper repair of the Covered Equipment.

9.3.3. Solar Insure may request additional photos or documents for the Covered Equipment to verify the quality of the repair and ensure the Covered Equipment is running properly.

9.3.4. Warranty claims will be approved, denied, or additional information may be requested by Solar Insure.

9.3.5. Warranty claims will be paid by Solar Insure directly to the Certified Provider (or Service Provider).

9.4. **No Certified Provider?**

9.4.1. If you cease having a Certified Provider for insolvency or any other reason, you may contact Solar Insure directly. Solar Insure will help guide the Warranty Holder through next steps, which may include connecting you with a Service Provider that services Covered Equipment in the Address area.

9.4.2. Solar Insure's claims contact information:

SOLAR INSURE, INC.
555 ANTON BLVD, Suite 150
Costa Mesa, CA 92626
Phone: (714)-625-8204

Fax: (714)-625-8290
Claims Link: https://www.solarinsure.com/warranty-claim

9.5. **Solar Insure Inspection Rights:** Solar Insure reserves the right to inspect the Covered Equipment and verify the warranty claim through: on-site inspection; remote monitoring data analysis; diagnostic testing as deemed necessary; review of maintenance records; and request of permit plans, sticker maps, and site mapping for the Covered Equipment.

10. General Provisions

10.1. **Transfers:**

10.1.1. This Limited Warranty may be transferred by the original Warranty Holder to a new owner of the same property on which the Covered Equipment is installed, provided the Covered Equipment remains in its original installed location at the Address, is not materially altered, and such transfer is approved by Solar Insure. The Solar Equipment and the Storage Equipment may only be transferred together, to the same transferee.

10.1.2. To request a transfer of this Limited Warranty, the original Warranty Holder, the transferee, or the Certified Provider must submit a written transfer request to Solar Insure at compliance@solarinsure.com within ninety (90) days after the property ownership change, including the transferee's contact information and proof of ownership transfer.

10.1.3. Failure to notify Solar Insure of a transfer within 90 days after an ownership change may result in this Limited Warranty being void and no further coverage applying.

10.1.4. Upon approval of the transfer by Solar Insure, this Limited Warranty shall remain in effect under the original terms and conditions for the then-remaining duration of the original Warranty Period.

10.1.5. If any Covered Equipment, or any part of it, is relocated, coverage for that Covered Equipment is void as provided in Section 4.13.

10.2. **Limitation of Liability:**

10.2.1. SOLAR INSURE SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS LIMITED WARRANTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO: (A) LOST PROFITS, LOST ENERGY PRODUCTION, LOST REVENUE, OR BUSINESS INTERRUPTION; (B) DELAY IN RENDERING SERVICE UNDER THIS LIMITED WARRANTY; (C) UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS; (D) LOSS OF USE OF COVERED EQUIPMENT DURING THE PERIOD THAT COVERED EQUIPMENT IS BEING REPAIRED OR AWAITING REPAIR OR REPLACEMENT PARTS; (E) THIRD-PARTY CLAIMS OR DEMANDS; (F) COSTS OF SUBSTITUTE POWER OR ALTERNATIVE ENERGY SOURCES; (G) ANY OTHER ECONOMIC LOSSES OR DAMAGES, WHETHER DIRECT OR INDIRECT; REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SOLAR INSURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2.2. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED. SOLAR INSURE HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT WAIVE ANY MANUFACTURER WARRANTIES OR WORKMANSHIP WARRANTIES WHICH MAY BE PROVIDED BY YOUR CERTIFIED PROVIDER OR SERVICE PROVIDER.

10.3. **Third-Party Warranties:** This Limited Warranty is separate from and supplements any manufacturer's, Certified Provider's, and Service Provider's warranties. Solar Insure does not assume any liability or responsibility for any manufacturer's, Certified Provider's, or Service Provider's warranty coverage or claims.

10.4. **Subrogation:**

10.4.1. Solar Insure shall be subrogated to all rights of recovery that the Warranty Holder may have against any third party for any loss, damage, or expense for which Solar Insure has provided coverage under this Limited Warranty. This includes, but is not limited to, rights against: manufacturers of Defective Equipment, including the manufacturer of Covered Equipment containing a Covered Defect that caused a Cross-System Failure; installers, contractors, or subcontractors responsible for faulty workmanship; shipping or transportation providers; suppliers of defective materials; insurance carriers; and any other party whose negligence, intentional misconduct, or breach of a warranty or contract contributed to the covered warranty claim.

10.4.2. Warranty Holder agrees to: execute all documents necessary to secure Solar Insure's subrogation rights and remedies; provide reasonable assistance to Solar Insure in pursuing its subrogation claims; take no action that would prejudice Solar Insure's subrogation rights or remedies; notify Solar Insure immediately of any potential claims that Warranty Holder has against third parties; and refrain from releasing or settling such claims with third parties without Solar Insure's prior written consent.

10.4.3. Any recovery obtained by Solar Insure through subrogation shall be distributed as follows: first, to reimburse Solar Insure's costs and expenses (including attorneys' fees and expenses); second, to reimburse Solar Insure for amounts paid under this Limited Warranty; and the remainder, if any, to the Warranty Holder.

10.4.4. Upon Solar Insure's request, Warranty Holder shall assign to Solar Insure all rights, claims, and causes of action against third parties related to covered losses, whether or not Solar Insure elects to pursue such claims.

10.4.5. Warranty Holder assigns to Solar Insure all manufacturer warranty claims for equipment covered under this Limited Warranty. Solar Insure may pursue such claims in its own name or in the name of Warranty Holder.

10.4.6. This Limited Warranty is a warranty of repair, replacement, or refund for Covered Defects in the Covered Equipment only. It is not a product safety certification, a product liability insurance policy, or any other type of insurance policy. Solar Insure is not the manufacturer of the Covered Equipment and assumes no liability, whether based on strict liability, negligence, breach of warranty, or any other legal theory, for any bodily injury, death, or property damage other than to the Covered Equipment itself as expressly provided in this Limited Warranty. Claims relating to bodily injury, death, or property damage arising from the Covered Equipment must be directed to the manufacturer, the Certified Provider, the Warranty Holder's property or liability insurer, or other responsible party, as applicable. Solar Insure assumes no liability for any loss, damage, claim, or liability arising from or related to any Non-Covered Equipment. This provision does not limit Solar Insure's subrogation rights under this Section 10.4.

10.5. **Governing Law:**

10.5.1. This Limited Warranty shall be governed by and construed in accordance with the laws of the state or territory (if Puerto Rico) of the Address, without regard to its conflict of law principles or the application of any law of any other jurisdiction.

10.5.2. Any legal action or proceeding arising out of or relating to this Limited Warranty shall be brought exclusively in the state or federal courts located in the Delaware Court of Chancery or Delaware Superior Court in New Castle County, Delaware, and Solar Insure and Warranty Holder hereby irrevocably consent to the personal jurisdiction of such courts and irrevocably waive any objection to venue therein.

10.6. **Modification and Amendment:**

10.6.1. This Limited Warranty may only be modified or amended by a written document signed by Solar Insure. No oral modifications, amendments, or waivers shall be binding or enforceable.

10.6.2. No course of dealing, course of performance, usage of trade, or conduct by Solar Insure shall be deemed to modify or amend this Limited Warranty. Solar Insure's acceptance of warranty claims, processing of repairs to or replacement of Covered Equipment, or other performance under this Limited Warranty shall not constitute a waiver of any terms or create any obligation beyond those expressly stated herein.

10.7. **Dispute Resolution:**

10.7.1. Prior to initiating any formal dispute resolution or litigation, Solar Insure and the Warranty Holder agree to engage in good faith negotiations for thirty (30) days to resolve any warranty claim disputes. Negotiations shall begin when one party provides written notice of the dispute to the other party.

10.7.2. If good faith negotiations fail to resolve the dispute, Solar Insure and the Warranty Holder agree to enter into non-binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be: (a) conducted by a single arbitrator experienced in commercial warranty disputes; (b) held in Costa Mesa, California, or by virtual conference; (c) completed within sixty (60) days of initiation or longer as determined by the arbitrator; and (d) non-binding, with either Solar Insure or the Warranty Holder free to reject the arbitrator's decision.

10.7.3. If the dispute remains unresolved after non-binding arbitration, either Solar Insure or the Warranty Holder may commence litigation in the state or federal courts located in New Castle County, Delaware, as provided in the Governing Law section of this Limited Warranty.

11. Data Collection and Privacy

11.1. **Data Monitoring:** Solar Insure collects system performance and monitoring data from the Covered Equipment to identify defects, provide warranty coverage, and improve Solar Insure's products and services. This data collection is required to maintain warranty coverage hereunder, consistent with Section 8 (Warranty Holder Obligations) and Section 7.3.3 (Claims Limitations).

11.2. **Data Collected:** Data collected may include, without limitation, Covered Equipment performance metrics, energy production, state of charge and state of health data, power output, voltage, and grid event data, fault and error codes, and equipment identification data such as model and serial numbers. Solar Insure does not collect personal financial information through Covered Equipment monitoring.

11.3. **Use of Data:** Solar Insure may use data collected under this Section to: (a) verify and process warranty claims, including determining whether a Cross-System Failure has occurred; (b) monitor Covered Equipment performance and detect Covered Defects; (c) improve Solar Insure's products, services, and underwriting; and (d) compile aggregated or de-identified data for analytics, benchmarking, and other business purposes. Data used for the purpose described in subsection (d) will not identify the Warranty Holder or the Address.

11.4. **Data Security:** Solar Insure maintains commercially reasonable administrative, technical, and physical safeguards designed to protect data collected under this Section from unauthorized access, use, or disclosure.

11.5. **Third-Party Sharing:** Solar Insure may share data collected under this Section with Certified Providers, Service Providers, and Solar Insure's service vendors as reasonably necessary to provide warranty coverage and claims services, and as required by law or legal process. Solar Insure does not sell Warranty Holder data to third parties for their own marketing purposes.

11.6. **Retention:** Solar Insure retains data collected under this Section for as long as reasonably necessary to fulfill the purposes described in this Section, or as required by applicable law.

11.7. **Consent:** By accepting this Limited Warranty and maintaining Covered Equipment monitoring as required herein, the Warranty Holder consents to Solar Insure's collection and use of data as described in this Section and in Solar Insure's Privacy Policy, available at https://app.solarinsure.com/privacy-policy or upon request.