

SOFTWARE AS A SERVICE (“SAAS”) AGREEMENT

Last Updated: January 5, 2026.

Please read this Software as a Service (“**SaaS**”) Agreement (the “**Agreement**”) before using the Company’s Platform (as defined below), as they constitute a legally binding Agreement between the entity detailed in the Order Form (the “**Customer**”) and Ensights AI Renewable Energy OS Ltd. (or any of its Affiliates (as defined below)) (the “**Company**”) and govern your use of the Company’s Platform. This Agreement refers to Company and Customer each as a “**Party**” and collectively as the “**Parties**”. Unless otherwise specifically stated in an Order Form (as defined below), in case of a conflict between the language of this Agreement and an Order Form, the language of this Agreement shall prevail.

BY ACCEPTING THIS AGREEMENT, EITHER BY REGISTERING ON THE COMPANY'S WEBSTIE OR BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM OR ANY OTHER DOCUMENTATION THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” OR “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PLATFORM.

1. **Definitions and Interpretation**

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1 “**Affiliate**” of a Party means any entity directly or indirectly controlling, controlled by, or under common control with such Party. For purposes of this definition, “**Control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of more than 50% of the voting interest of the subject entity.
- 1.2 “**Authorized Users**” means such employees of the Customer authorized by Customer, upon Company’s approval, to use the Platform.
- 1.3 “**Confidential Information**” means all information and/or data of a non-public, proprietary, secret and/or confidential nature, whether written, oral, electronic, visual, or in any form or media, transmitted or disclosed or made available by the Disclosing Party to the Recipient (as such terms are defined below), whether marked or otherwise identified as being confidential or not. The Confidential Information shall be deemed to include, without limitation, Customer Data, all legal, technical, know-how, inventions, research and development, intellectual property, patent, copyright, business details and plans, financial operations, strategic plans and marketing information, names of contacts, customers and billing details, methods, ideas, concepts, algorithms, manufacturing processes, technical data or specifications, trade secrets, software, programs, software source documents and formulas related to the current,

future and proposed products and services of a Disclosing Party (as defined below) and/or its Affiliates, operational matters, and other data and information, in any format, including, but not limited to, analysis, models, diagrams, interpretations and modeling exercises, reports, documents, memorandums, notes, and any copies thereof as well as any and information learned or developed by the Recipient based on confidential information of the Disclosing Party. Feedback (as defined below) will not be considered as Customer's Confidential Information.

1.4 **"Customer Data"** means all information, including, without limitation, all documents, materials, Authorized Users' contact details and all other forms of data or information made available by the Customer to the Company for the purposes of use of the Platform.

1.5 **"Disclosing Party"** means the Party that discloses or makes Confidential Information available to the Recipient.

1.6 **"Feedback"** means any suggestion or idea for improving or otherwise modifying any of the Platform or any other Company's products or services.

1.7 **"Documentation"** means any instructions, manuals, program listings, support, technical or training materials, online information, reports or such other information provided by the Company in connection with the Platform or describing the operation or use thereof.

1.8 **"Intellectual Property Right"** means any intellectual property right existing from time to time under any applicable law, state or local law, rule or regulation, including but not limited to any patent, patentable invention, patent application, all work of authorship, copyright, mask works, trademark, service mark, licenses, trade secrets, software, know how, Documentation, drawings, schemes, ideas, designs, concepts, techniques, methodologies, processes, inventions, research and development, discoveries, publicity right, privacy right, moral rights or other property or proprietary right (and any application, renewal, reexamination, reissues, extension, restoration, modification, updates, derivatives or variations of the foregoing, to the extent applicable).

1.9 **"Order Form"** means the order form executed or otherwise approved by the Customer.

1.10 **"Platform"** means the Company's proprietary software as a service platform for Energy Business Management, including the End User Portal (as defined below), any offline components, as applicable, and any upgrades, updates, enhancements, developments, changes, amendments and new versions and related services provided by the Company in "SaaS" manner which are generally described in the Order Form.

1.11 **"Personal Data"** means any Customer Data relating to an identified or identifiable natural person, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to identifier, such as name, identification number, location data, and physical attributes.

1.12 **"Recipient"** means the Party that receives Confidential Information from the Disclosing Party or has Confidential Information of the Disclosing Party made available to it.

1.13 **"Usage Data"** means data related to Customer energy system, and includes information about energy consumption, and the performance and efficiency of Customer's energy system.

2. The Right to Use the Platform and Applicable Restrictions

2.1 Pursuant to this Agreement, Company hereby grants Customer, in consideration for the payment of the Fees (as defined below) a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform, and to enable, if applicable, its customers and/or service providers (each, an “**End User**”) to access and use the “End User Platform” embedded in the Platform (the “**End User Portal**”), as shall be agreed from time to time in the Order Form, solely for Customer’s own business purposes, all pursuant and subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are and shall remain the exclusive property of the Company.

2.2 Customer shall ensure that each Authorized User and/or End User is bound by and complies with all of the applicable provisions of this Agreement and/or the End User License Agreement (“**EULA**”) embedded on the Platform (as applicable) and will remain liable at all times for (i) all obligations hereunder arising in connection with any Authorized User’s and/or End User’s use or access of the Platform, Documentation, or any other Intellectual Property Right or exercise of any rights under this Agreement; (ii) any act or omission by any Authorized User and/or End User which, if performed or omitted by Customer, would be a breach of this Agreement; or (iii) any damages, costs, expenses or other liabilities caused by such Authorized User and/or End User, and in each such case (i) through (iii) the Customer shall indemnify, defend and hold the Company harmless from any such losses, damages, costs and expenses caused by it or by any Authorized User and/or End User.

2.3 Except as expressly provided herein, Customer shall not and shall not permit anyone (including its Authorized Users and/or End Users) to directly or indirectly, (i) translate, modify, copy, or otherwise reproduce the Platform in whole or in part; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code, or underlying structure, ideas or algorithms of the Platform or any Documentation or data related to or provided with the Platform or the form or structure of the Platform; (iii) permit any third party to gain unauthorized access to the Platform; (iv) create derivative works based upon any or all of the Platform or any of its components; (iv) except as expressly provided in this Agreement make the Platform available in any manner to any third party for use in the third party’s business operations; (vi) use the Platform and/or its outputs unlawfully or in any manner not expressly authorized by this Agreement; (viii) access or use the Platform in order to build or support, and/or assist a third party in building or supporting, products or services competitive to the Platform; or (ix) use the Platform in any manner that could damage, disable, overburden, impair or otherwise interfere with Company’s provision of the Platform. Breach of this Section 2.32.3 by the Customer or by any Authorized User or End User shall be deemed a material breach of the Agreement.

2.4 The rights granted under this Agreement are limited to the Term. Except as expressly provided herein, no part of the Platform and the Documentation may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

2.5 Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices of Company, if any, appearing on or in the Platform, screen outputs

and prints generated from the use of the Platform unless otherwise expressly agreed beforehand in writing by Company.

2.6 The Company shall not be responsible for any degradation, downtime, or inoperability of the Platform if such is caused due to any of the following: (i) Customer's misuse of the Platform or in violation of the terms of this Agreement or the Documentation; (ii) failures of Customer's internet connectivity; (iii) Customer's failure to meet any minimum hardware or software requirements prescribed in the Order Form or the Documentation; (iv) scheduled downtimes by the Company (v) failure of the Platform due to unauthorized changes or modification or additions made by Customer in the existing interfaces with Platform; or (vi) failure of the Platform due to failure or delays caused by third party providers (including hosting providers).

3. Fees

3.1 Company will charge the Customer fees for the Platform in accordance with the pricing and other terms set forth in the Order Form ("Fees").

3.2 Customer will pay all Fees, consideration and other amounts due under this Agreement or any related Order Form by wire or bank transfer in accordance with the payment schedule set forth in the Order Form.

3.3 All Fees payable pursuant to this Agreement or any related Order Form are net and exclusive of any and all taxes levies, duties or similar governmental assessments of any nature ("Taxes"). The Customer is responsible for paying all Taxes associated with Customer purchases hereunder. For clarity, the Company is solely responsible for taxes assessable against its income, property and employees.

3.4 The Company may adjust prices annually, provided that such increase shall not occur more than once per calendar year. Customer will be notified in writing of any increase at least 30 days in advance.

3.5 Without limiting any other rights and remedies that may be available to the Company, Company shall have the right to (i) apply a late charge fee of three percent (3%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid when; (ii) accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable and until paid suspend the Platform and any services provided hereunder; or (iii) suspend the Platform and any or all services provided hereunder until payment is secured, and (iv) terminate this Agreement without relieving the Customer of its obligation to pay any unpaid fees plus late charges.

3.6 Any breach of Customer payment obligations pursuant to this Section 3.3 will be deemed a material breach of the Agreement.

4. Customer Responsibilities

4.1 Customer is responsible for all activity occurring under Customer's user accounts (including Authorized Users' accounts and/or the End User Portal (if applicable)) and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with the Customer's (and Customer's Authorized Users and Customer's End Users) use of the Platform,

including those related to data privacy, international communications and the transmission of technical or personal data. Without derogating from the foregoing, Customer shall: (i) notify Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Company immediately and use reasonable efforts to stop immediately any copying or distribution of the Platform; and (iii) not impersonate or provide false identity information to gain access to or use the Platform.

4.2 Customer acknowledges that in order to provide the Platform, certain cooperation will be required from Customer including providing access to the Customer's systems or any related system provided by a third-party vendor, where it is necessary in relation to this Agreement and the supply of the Platform. The Customer shall bear reasonable costs and expenses related to the grant and maintenance of such access.

5. Customer Data, Security and Data Privacy

5.1 Customer shall have the responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of the Customer Data and its use. Notwithstanding anything to the contrary herein and without limiting or derogating from Customer's sole responsibility for Customer Data, Company reserves the right to take appropriate action including, without limitation, removing or disabling access to the Platform or removing certain information from the Platform in case the Company suspects such Customer Data is inaccurate or illegal.

5.2 Customer hereby consents to the Company's collection of Usage Data regarding its energy system, and to Company's access to and use of Customer's IP address and internet access system to transmit Usage Data to the Company *provided however* that the Company will de-identify and anonymize all Usage Data in such manner that does not allow for the identification of Customer Data, or other Customer's Confidential Information, and will disclose such Usage Data in aggregate form only.

5.3 Customer acknowledges and agrees that the Company requires the ability to share Customer Data and Usage Data with relevant third parties in order to provide its Platform and to support the Customer's use of the Platform. These third parties typically require this shared information in order to provide their own products and services in support of the Customer's energy system. If Company shares Personal Data with third parties, Company shall do so only if required in order to provide the Platform and after the third-party recipient has entered into an appropriate data processing agreement with the Company.

5.4 In the event of any act, error or omission, negligence, misconduct, or breach by Company that compromises the security, confidentiality, or integrity of Personal Data : (a) notify Customer as soon as practicable but no later than seventy two (72) hours of becoming aware of such occurrence; (b) reasonably cooperate with Customer in investigating the occurrence; and (c) perform or take any other reasonable actions required to mitigate any damages.

5.5 To the extent that Customer Data includes Personal Data, the following shall apply:

- a) Customer hereby declares and undertakes that the Personal Data was lawfully collected and that all required notices have been provided to data subject and all

required consents obtained to enable use and processing of Personal Data under this Agreement.

- b) Company will (i) process Personal Data only in furtherance of the Agreement, for the purpose of providing services to Customer as set forth in the Agreement. (ii) maintain all Personal Data in confidentiality and will not disclose or transfer Personal Data to any third parties except in accordance with the provisions of this Agreement. (iii) implement appropriate security mechanisms in the processing of Personal Data. (iv) notify Customer promptly of any request a data subject makes to access, correct or delete Personal Data concerning him or her and cooperate with Customer in response to such requests. (v) notify Customer of any request or application by a regulator or other governmental authority in relation to the Personal Data processed hereunder. (vi) bring the provisions of this Agreement regarding the processing of Personal Data to the attention of staff engaged in processing Personal Data and train them on privacy protection, data security, and procedures relevant to this field. (vii) ensure all staff are legally bound to maintain the confidentiality of Personal Data and use Personal Data only for the purpose permitted under the Agreement.

5.6 Customer acknowledges and agrees that Customer's use of the Platform, including, without limitation, any information transmitted to or stored by the Company, is governed by the Company's Privacy Policy available at: [Privacy Policy](#) ("Privacy Policy"). To the extent the Company processes Personal Data, the Data Processing Addendum available at: [DPA](#) (the "DPA"), and such terms are hereby incorporated as part of this Agreement. It is agreed that the Company shall notify Customer without undue delay of any material change to the Privacy Policy via the Platform or by sending Customer an email. Notwithstanding anything to the contrary in the Privacy Policy, the processing of Personal Data (as defined therein) shall be governed solely by the DPA.

6. Intellectual Property Ownership

6.1 Company (and its licensors, where applicable) shall exclusively own all right, title and interest, including all related Intellectual Property Rights, in and to the Platform, the Company's technology, software, and any suggestions, ideas, enhancement requests, Feedback(s), recommendations or other information provided by Customer or any other party relating to the Platform. This Agreement shall not constitute and is not a sale and does not convey to Customer any rights of ownership in or related to the Platform, the Company's technology or the Intellectual Property rights owned by Company other than the right to access and use the Platform during the Term pursuant to the terms of this Agreement.

6.2 The Company's name, logo and the product names associated with the Platform are trademarks of Company or third parties, and no right is granted to use them.

6.3 The Customer retains all Intellectual Property Rights in its name, trademarks, service marks and logos whether registered or not ("Marks"). Customer acknowledges and accepts that, during the Term, the Company has the right to use the Customer's Marks to identify Customer as a

customer of the Company or user of the Platform, on the Company's website, marketing materials or otherwise by announcements on social media or other.

6.4 This section 6 will survive any expiration or termination of this Agreement.

7. **Representations, Obligations and Warranties**

7.1 Each Party represents and warrants that (i) it has the legal power and authority to enter into this Agreement; and (ii) the execution and performance of this Agreement will not violate the terms of any pre-existing agreement(s) between the applicable Party and a third party.

7.2 Company shall provide professional and technical services according to SLA attached hereto as **Exhibit A**.

7.3 OTHER THAN THE EXPRESS WARRANTIES LISTED IN SECTIONS **7.17.1**, THE PLATFORM AND ANY RELATED SERVICES ARE PROVIDED "AS-IS" AND SUCH WARRANTIES ARE THE COMPANY'S ONLY WARRANTIES AND NO OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY COMPANY. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE PLATFORM, WILL MEET CUSTOMER'S REQUIREMENTS, BE TIMELY, ACCURATE, UNINTERRUPTED OR ERROR FREE.

7.4 CUSTOMER ACKNOWLEDGES THAT THE PLATFORM IS MERELY AN ASSISTING TOOL, AND IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THE OUTPUTS OF THE PLATFORM. COMPANY DISCLAIMS ALL LIABILITY FOR THE USE OR MISUSE OF THE PLATFORM, ANY CONTENT THEREON AND ANY DECISION CUSTOMER TAKES BASED ON SUCH USE. INFORMATION, DATA, RECOMMENDATIONS, INDICATIONS, BENEFITS, REPORTS AND ANY AND ALL OTHER INFORMATION AND CONTENT, REGARDLESS OF FORM, MADE AVAILABLE BY COMPANY IN CONNECTION WITH THE PLATFORM OR ANY RELATED SERVICES.

8. **Limitation of Liability**

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS OR BUSINESS INTERRUPTION, LOSS OF DATA, GOOD WILL OR BUSINESS OPPORTUNITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE PLATFORM, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF INFORMATION OR DATA, OR ANY OTHER DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED

TO TORT (INCLUDING NEGLIGENCE), CONTRACT (INCLUDING FUNDAMENTAL BREACH) OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 IN NO EVENT SHALL COMPANY'S TOTAL, AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY ACTION IS BROUGHT (IF ANY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY KIND) OR OTHER THEORY OF LIABILITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY THE CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE LIABILITY FIRST AROSE. IN NO EVENT WILL ANY ACTION BE BROUGHT AGAINST THE COMPANY MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

9. Confidentiality

9.1 Except as this Agreement expressly permits otherwise, Recipient shall not: (i) disclose, disseminate, communicate or provide access to any Confidential Information to any third party without the prior written consent of the Disclosing Party and further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information; (ii) reverse engineer, decompile or disassemble any Confidential Information disclosed to it by the Disclosing Party; (iii) use Confidential Information for any purpose other than for performing such Party's obligations hereunder or in a manner that is in contravention of the terms of this Agreement; or (iv) appropriate any Confidential Information to Recipient's use or benefit or to the use or benefit of any third party.

9.2 Recipients shall safeguard the Disclosing Party's Confidential Information with at least the same degree of care that it uses for Recipient's own Confidential Information, but in any case, using no less than a reasonable degree of care. Recipient may, without the prior written consent of the Disclosing Party, disclose Confidential Information to Authorized Users and any of Recipient's employees, consultants and representatives with a need to know for the purposes of the use of the Platform or for performance of the Customer's obligations hereunder provided that the Customer shall remain liable at all times for any acts and/or omissions of such Authorized Users, employees, consultants and representatives with respect to the Disclosing Party's Confidential Information.

9.3 The above mentioned confidentiality obligations shall not apply to: any information which the Recipient shall demonstrate: (a) is now or becomes in the future through no act or failure to act on the part of the Recipient, in the public domain; (b) is authorized by the Disclosing Party in writing and in advance for disclosure; (c) is already in the possession of the Recipient at the time of disclosure by the Disclosing Party; (e) is obtained by the Recipient from a third party without a breach of such third party's obligations of confidentiality; or (f) is developed by the Recipient without reference or use of the Confidential Information. Notwithstanding anything to the contrary herein, Confidential Information may be disclosed pursuant to order or requirement

of a competent court, administrative agency or other governmental or regulatory body; provided, however, that to the extent permissible, the Recipient shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and that the Recipient shall limit the disclosure to the minimum extent required in accordance with such order or requirement.

10. Term; Termination; Effect of Termination

10.1 This Agreement will commence on the signature date and shall continue for a period determined in the Order Form, unless terminated earlier in accordance with the terms of this Agreement (the “Term”).

10.2 Either Party may terminate this Agreement by giving immediate written notice to the other Party (i) if the other Party is in a material breach of this Agreement provided that the alleged breaching party fails or refuses to remedy such breach within thirty (30) days following notice of such breach from the non-breaching Party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.3 Upon termination of this Agreement, the following shall apply: (i) Customer’s rights under this Agreement for the use and access to the Platform shall immediately terminate and be of no force and effect and Customer shall pay the Company all Fees up to termination hereunder; (ii) Company will continue to provide to Customer all Platform up to the termination date of this Agreement; and (iii) all obligations of the Parties which expressly or by their nature survive termination of the Agreement will continue to be in force, including those obligations set out in Sections 55, 66, 88, 99, 1010, 1144, and 1343. The terms of this Section 10.3 shall survive any termination of this Agreement.

11. Governing Law and Dispute Resolution

11.1 **Governing Law**. The Governing Laws (as defined below), without reference to conflict of law rules, shall govern this Agreement and dispute of any sort that might arise between the Company and the Customer.

11.2 **Disputes**. Any dispute or claim relating in any way to the Customer’s use of the Platform, to any products or services sold or provided by the Company, or under this Agreement will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, subject to the additional provisions below.

For the purposes of this Agreement, “**Governing Laws**” and “**Governing Courts**” mean the laws and courts set forth in the following table:

Contracting Entity	Governing Laws	Governing Courts
Ensights AI Renewable Energy OS Ltd.	The laws of the State of Israel.	The competent courts in Tel Aviv, Israel

Ensights AI Inc.	The laws of the State of Delaware, USA	The competent courts in Delaware, USA
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12. Changes

12.1 Company reserves the right, at its sole and absolute discretion, to modify and/or replace this Agreement at any time and for any reason. Such change shall be effective 14 days after the actual change of this document on the Company's website. By continuing to access the Company's Service after those revisions become effective, Customer agrees to be bound by the revised Agreement.

13. Miscellaneous

13.1 The preamble to this Agreement constitutes an integral part thereof. The headings in this Agreement are for convenience only and shall not affect their interpretation.

13.2 All notices, requests, consents and other communications provided for herein shall be in writing and shall be deemed given (i) upon delivery to the recipient if delivered in person or by overnight courier, or (ii) three (3) days after the date mailed if sent by first-class, registered or certified mail, postage prepaid, return receipt requested, or (iii) one (1) day after the date mailed if sent by e-mail. Notices shall be sent to the address for each Party as set forth in the preamble to this Agreement, or such other address as may hereafter be designated in writing by such recipient.

13.3 This Agreement may not be assigned by either Party without the prior written approval of the other Party, provided, however, that the either Party may assign this Agreement to an Affiliate of such Party, or to a purchaser of assets or successor entity without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and is binding on, the parties and each of their successors and permitted assigns.

13.4 Customer and Company are independent contractors, and nothing contained in this Agreement shall constitute or be construed as creating any partnership, joint venture, agency relationship, or employment relationship between the Parties.

13.5 Neither of the parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Parties will use reasonable efforts to mitigate the effect of a force majeure event.

13.6 No waiver of rights under this Agreement by either Party shall constitute a subsequent waiver of such right or any other right under this Agreement.

13.7 No delay or omission by either Party to exercise any right or power under this Agreement will impair such right or power or be construed to be a waiver of the delay or omission. A waiver by either Party of any of the obligations to be performed by the other Party or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other obligation contained in this Agreement.

13.8 This Agreement for the benefit of the Parties and is not intended to confer any rights or benefits on any third party.

13.9 If any term or condition in this Agreement is invalid or unenforceable under any applicable Law, said term or condition will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with said applicable Law. The remaining provisions of the Agreement will remain in full force and effect.

13.10 This Agreement constitutes the final, entire, and exclusive agreement between the Parties with respect to the subject matter hereof and prior drafts related thereto shall be used or imply for the interpretation of this Agreement.

Exhibit A

SLA

SLA				
	Severity Level	Criteria	Response Time	Update Time
Support:	Severity 3 Critical	A complete failure or inability to access or use the Platform for a brief period of time (more than 30 consecutive minutes) during business hours, or the failure of one or more key features of the Platform for an extended period of time (more than 30 consecutive minutes) during business hours.	4 hours	24 hours
	Severity 2 Minor	A partial, temporary, or intermittent failure of one or more features of the Platform lasting for fewer than 30 consecutive minutes during business hours.	8 hours	72 hours
	Severity 1 Low	A Problem that is cosmetic in nature (UI) or that can be readily circumvented through use of alternate functionality in the Platform.	24 hours	1 week

Minimum hardware or software requirements:	<p>For inverter/string level data: The installer shall configure the inverter/logger to send data to the PV vendor • The installer shall provide remote access to the inverter configuration</p> <p>For storage data: Remote API access to the storage API (if applicable)</p> <p>For revenue grade meter data: Access to the revenue grade meters configuration via remote IP (if RGM is applicable) • Modbus port (usually 502) open and accessible from remote</p>
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