

Form of Agreement between SolarEdge and Tesla Buyers/ARs

This SLA is an Agreement between you (“**You**”, “**Client**”, “**Customer**”, “**You**”, “**Your**”) and SolarEdge Technologies Inc. (“**SolarEdge**”, “**We**”, “**Us**”, “**Our**”) for the provision of Services for the Tesla Motors, Inc. (“**Tesla**”) battery purchased (the “**Battery**” or the “**Product**”)

This Agreement defines the terms and scope of our services, as well as your duties as the Client. The attached Exhibits are an integral part of this agreement.

This Agreement describes SolarEdge’s responsibilities and terms of service for the Support Plan underlying this Agreement. Please review the Agreement to assure that the service matches your support needs. The SolarEdge team looks forward to providing you with the highest level of support.

Sincerely,

The SolarEdge team

1. PREAMBLE

BY USING THE SERVICES, YOU INDICATE YOUR AGREEMENT WITH THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES.

SOLAREEDGE RESERVES THE RIGHT TO AMEND OR MODIFY THE TERMS OF THIS AGREEMENT AT ANY TIME, BY WRITTEN NOTICE TO YOU. AMENDMENTS OR MODIFICATIONS SHALL NOT APPLY TO SERVICES WHICH YOU PURCHASED PRIOR TO THE DATE THAT YOU RECEIVED NOTICE OF THE AMENDMENT OR MODIFICATION. MODIFICATIONS TO THE SERVICE FEES ARE SUBJECT TO THE FURTHER RESTRICTIONS DESCRIBED IN SECTION 4. THE ISSUANCE OF ANY PURCHASE ORDERS BY YOU AFTER YOU RECEIVED NOTICE OF ANY AMENDMENTS OR MODIFICATIONS IS CONSIDERED ACCEPTANCE OF SUCH AMENDMENTS OR MODIFICATIONS.

2. TERM

The Services shall be purchasable from SolarEdge only prior to the earlier of (i) sale of a Tesla battery by You on a wholesale basis to a Tesla authorized reseller or (ii) if You are performing the installation of such Tesla battery yourself, the date of installation of the Tesla battery. SolarEdge's obligation to perform the Services shall in any event be subject to the installation of each Tesla battery in a proper manner in accordance with Tesla's specifications.

Subject to the foregoing, this Agreement shall commence on the date of receipt and confirmation of the applicable Purchase Order and the applicable one-time Service Fee amount pursuant to the provisions of the last paragraph of Section 3 below (the "**Commencement Date**") and shall remain in effect for the earlier of (i) 126 months from the Commencement Date; or (ii) 120 months after the "Warranty Start Date" (as defined in the Tesla battery Manufacturer's Warranty) for the applicable Tesla battery (the "**Service Period**").

You may cancel the Services upon 30 day written notice to SolarEdge. For the avoidance of doubt the Service Fee is non-refundable including in the event of such cancellation.

3. DESCRIPTION OF SERVICE

Service Plans

You may select one of the three different service packages offered by SolarEdge for the Tesla Batteries (the "**Service Plans**") as follows:

- i. Type I Service – Support data package only;
- ii. Type II Service – First level customer support phone service and training; and
- iii. Type III Service – First level customer support phone service, training and full RMA service.

(Collectively the "**Services**")

Full details of the different Service Plans can be found in the attached **Exhibit A**.

Support Channels

To open a Service Request please contact Our Customer Support Department as detailed on our website.

Please remember:

THE TERMS OF THIS AGREEMENT ARE VALID ONLY IF YOU USE THE PROPER SUPPORT CHANNELS.

Purchasing the Service

You may purchase the Services from SolarEdge by delivering a purchase order to SolarEdge that (i) references to this Agreement; (ii) references the serial number(s) and installation location(s) of the Tesla batteries in respect of which services are requested; (iii) references the name and contact details of the customer(s) that own such Tesla battery(ies); and (iv) indicates the levels of Service requested. If you purchase the Services before you know the information required under paragraphs (ii) and (iii) above, you must provide that information as soon as practicable after obtaining it in order for the Services to commence in respect of the applicable Tesla battery. Your obligation to provide the information required under paragraph (iii) above is subject to you obtaining any customer consents required under applicable privacy and data protection laws.

Without derogating from the above, Type III Service plans shall solely be available if you, Tesla and SolarEdge also execute the Warranty Process Consent in the form attached hereto as **Exhibit C**.

4. FEES AND PAYMENT

In consideration of the Services to be performed by SolarEdge, SolarEdge shall be entitled to the amounts detailed in **Exhibit B** (the “**Service Fees**”), for the Service Plan you have selected. The Fees SolarEdge shall receive as compensation for its performance of the Services are payable by You on a one-off basis at the time that Services are ordered for a Tesla battery.

Any Service Fees shall be due within thirty (30) days after receipt of the invoice, which shall be provided by SolarEdge upon purchase of the Services.

Except as set forth in this Agreement, SolarEdge has absolutely no obligation to provide support or services for the Tesla battery.

The Service Fees do not include compensation for time, labor or materials in excess of what is detailed in the applicable Service Plan all of which shall be payable by You in addition to the Service Fees in the event you require any such additional services, which in any event shall be subject to SolarEdge’s prior written consent.

Without derogating from the generality of Section 1 above, SolarEdge reserves the right to update the Service Fees detailed under **Exhibit B** from time to time, provided that (i) any Service Fee increase shall only apply to Services purchased in respect of Tesla batteries after the effective date of such Service Fee increase (for the avoidance of doubt any such increase shall not be retroactive); (ii) SolarEdge shall give You at least thirty (30) days advance notice of its proposed effective date for a Service Fee increase; and (iii) SolarEdge may not update the Service Fees prior to March 1, 2017.

5. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SOLAREEDGE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTIONS, LOSS OF PROFITS, BUSINESS OPPORTUNITIES, USE, LOSS OF POWER OR OTHER LOSSES (EVEN IF SOLAREEDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR IN CONNECTION WITH THE BATTERY OR THE USE OR INABILITY TO USE THE BATTERY AND/OR THIS AGREEMENT AND/OR THE SERVICES, FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, WHETHER OR NOT BASED ON TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OR ANY OTHER THEORY. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND CLAIM A REFUND OF THE SERVICE FEE THAT YOU PAID TO SOLAREEDGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE THE ENTIRE, TOTAL CUMULATIVE LIABILITY OF SOLAREEDGE AND ANY OF ITS AFFILIATES, UNDER ANY PROVISION OF THIS AGREEMENT AND/OR IN CONNECTION WITH THESE TERMS AND THE PROVISION OF THE SERVICES SHALL NOT EXCEED THE AMOUNTS YOU PAID IN CONNECTION WITH THE SERVICES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. EXCLUSIONS

SolarEdge's Support Services are limited only to those Tesla batteries explicitly enrolled in one of Our Support Plans. You shall not receive any benefits under this Agreement in connection with any failure of the Services caused by or associated with:

- Conditions beyond our reasonable control resulting directly or indirectly from a Force Major Event.
- Any failure of Internet or telecommunication networks.
- If You fail to satisfy the provisions specified in the Tesla Manufacturer's Warranty or if Tesla renders the Battery Warranty invalid, Your SolarEdge Type III Service Plans (if purchased) shall be terminated. In such event SolarEdge shall continue to provide Type I Services and Type II Services (if purchased) for the remainder of the Service Period.
- Notwithstanding the foregoing, SolarEdge shall continue to provide Type III Services (that do not also constitute Type I or Type II Services) with respect to a Tesla battery with a voided Manufacturer's Warranty only if either (i) Tesla notifies SolarEdge in writing that Tesla will continue to comply with its shipping reimbursement obligations under the Framework Services Agreement (as such term is defined under Exhibit C) or; (ii) You have agreed in writing to make such transportation reimbursements to SolarEdge.
- This Service Agreement is made in cooperation with Tesla. Tesla reserves the right to terminate SolarEdge's right to offer the Services, and assume (or organize for a third party to assume) SolarEdge's obligations under previous accepted Purchase Orders, in which case, SolarEdge shall notify you in writing.

7. MISCELLANEOUS

Force Majeure. SolarEdge shall not be liable to you for any delay in the performance of any of its duties or obligations if such delay is caused by any event beyond the control of SolarEdge, including without limitation; labor dispute, strikes, other labor trouble, shortage of labor or market shortage of materials, fire, earthquake, war, acts of terrorism, riots, public calamity or flood, provided that SolarEdge uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable (a "**Force Major Event**").

Entire Agreement. This Agreement, together with any Purchase Orders issued by you hereunder, constitutes the entire agreement between You and SolarEdge with regards to the Services mentioned above and governs the use of your chosen Support Plan.

Tesla Warranty. You acknowledge and agree that Your use of the Tesla battery is subject to the terms and conditions of the Tesla battery Manufacturer's Warranty which can be found here <www.teslamotors.com/support/powerwall> (the "**Tesla battery Manufacturer's Warranty**").

Battery Data. You acknowledge and agree that all of the data generated from the Battery will be available to Tesla and any third party appointed by Tesla.

Governing Law. The terms of this Agreement, shall be governed by the laws of the State of California without regard to its conflict of law provisions. The competent courts of Santa Clara County, California, shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder

Exercise of Rights; Severability. The failure of SolarEdge to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties hereto agree that the other provisions of this Agreement shall remain in full force and effect.

Claims. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Your selected Support Plan or this Agreement must be filed within one (1) month after such claim or cause of action arose or be forever barred.

Assignment. Neither the Agreement nor the Services granted hereunder may be assigned by You without the prior, written consent of SolarEdge; any attempt to do so shall be void. SolarEdge may assign its undertakings under this Agreement to Tesla with prior notice to You; assignment to any other party shall require your prior written consent. SolarEdge may elect to perform the Services detailed herein through a wholly owned subsidiary of SolarEdge provided that (i) such subsidiary complies in all respects with all applicable covenants in this Agreement and (ii) SolarEdge shall remain liable in full for its obligations under this Agreement.

Confidentiality of the Agreement. You may not disclose the terms of this Agreement to any third party, except as required by law.

YOU HEREBY REPRESENTS AND WARRANT THAT BY USING THE SERVICES OFFERED BY SOLAREEDGE YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS OF THIS AGREEMENT.

Revised: March 2016

EXHIBIT A – Service Plans

| | Type I Service (Data Access Service) | Type II Service (Battery Basic Service) | Type III Service* (Advanced Service) |
|--|---|--|---|
| Data from batteries logged on SolarEdge cloud with API access to Tesla ONLY | Yes | Yes | Yes |
| Tunnel access to Tesla engineers for FW upgrade or battery advanced query | Yes | Yes | Yes |
| Phone, email and chat support | No | Yes | Yes |
| Installer service portal (for case tracking and access to knowledgebase) | No | Yes | Yes |
| Installation support | No | Yes | Yes |
| Service case management in Salesforce | No | Yes | Yes |
| Remote troubleshooting (where possible) | No | Yes | Yes |
| Battery data logged on SolarEdge cloud | No | Yes | Yes |
| RMA request analysis and recommendation to Tesla | No | Yes | Yes |
| RMA case coordination with Tesla | No | No | Yes |
| RMA shipment | No | No | Yes |
| Faulty battery pickup | No | No | Yes |
| Faulty battery storage | No | No | Yes |
| Phone assistance from SolarEdge code expert for resolving issues with local inspectors | No | No | Yes |

*Type III Service plan shall be available only upon the execution of a consent in the form attached as **Exhibit C** by You, Tesla and SolarEdge.

SCOPE OF SERVICE

- ***Data from batteries logged on to SolarEdge cloud with API access to Tesla***
Provides advanced data access for Tesla engineers which allows Tesla to perform remote debugging and analysis of the Tesla battery condition. Access to this data may be required by Tesla in order to approve a Tesla battery RMA.
- ***Tunnel access to Tesla engineers for FW upgrade or battery advanced query***
Provides Tesla engineers the ability to remotely upgrade the battery FW. This ability can be needed to solve field failures, address bugs and enable future features.
- ***Phone, email and chat support***
(a) telephone, e-mail and chat support in English for reasonable assistance in identifying and resolving errors and problems; (b) remote assistance in identifying and verifying the causes of suspected errors or problems in the battery.
- ***Installer service portal (for case tracking and access to knowledge base).***
- ***Service case management in Salesforce.***
- ***Remote troubleshooting (where possible).***
- ***Battery data logged on SolarEdge cloud.***
full internal data history and parameters logged on the SolarEdge server for remote debugging and troubleshooting
- ***RMA Process***
Any RMA process is subject to the prior approval of Tesla at its sole discretion. SolarEdge shall not be responsible for Tesla's response times for approval or the time Tesla may take to send replacement products.

SolarEdge shall not be responsible for any labor site visits, dismantling or replacement of Tesla batteries compensation you may or may not be entitled to. Any request for labor compensation should be directed to Tesla in accordance with Tesla's standard RMA Reimbursement Rates.

As between You and SolarEdge, You shall be solely responsible for packaging the faulty Tesla battery for pick-up in accordance with SolarEdge instructions.

- ***Phone assistance from SolarEdge code expert for resolving issues with local inspectors***
phone and mail assistance and consult in code issues related to storage systems with SolarEdge and Tesla HW

EXHIBIT B - SERVICE FEES

| | Type I Service (Data Access Service) | Type II Service (Battery Basic Service) | Type III Service (Advanced Service) |
|--------------------------------------|--|---|---|
| United States | USD 75/120* | USD 150 | USD 300 |
| EU (UK, Netherlands, DACH and Italy) | USD 75/120* EU 69/110* | EU 150 | NA |
| Australia / New Zealand | USD 75/120* AUD 105/167* | AUD 250 | AUD 500 |
| South Africa | USD 75/120* ZAR 1132/1811* | ZAR 2500 | ZAR 8000 |

* Higher fee applies if the PV system is connected via cellular link.



EXHIBIT C - FORM OF WARRANTY PROCESS CONSENT

This Warranty Process Consent (this “Consent”) is entered into as of [date] (the “Effective Date”) between (1) SolarEdge entity that is signatory hereto below (“SolarEdge”), (2) [Insert Buyer name] (“Buyer”) and (3) the Tesla entity that is signatory hereto below (“Tesla”).

Background

(A) Tesla and Buyer have executed a master battery purchase and resale agreement dated [] (the “MBPRA”) pursuant to which, amongst other things, Buyer is obliged to purchase from Tesla, at the same time as each purchase of Daily Cycle Powerwalls (“Goods”) from Tesla, an appropriate quantity of additional Goods to act as warranty stock.

(B) Tesla (or its affiliate) and SolarEdge have entered into a Framework Services Agreement (the “Framework Services Agreement”) pursuant to which, amongst other things, SolarEdge agreed to execute services agreements (each, a “Service Agreement”) in an agreed form with purchasers of Goods who desire to subcontract some or all of their customer support and return material authorization related obligations in the MBPRA to SolarEdge.

(C) Buyer and SolarEdge have entered into a Services Agreement, in which SolarEdge has agreed to provide Type III services (which include return material authorization related services) to Buyer.

(D) Provision of Type III services by SolarEdge is conditioned upon the execution of this Consent by the parties hereto and subject to this Consent remaining in full force and effect throughout the term of the Service Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tesla, SolarEdge and Buyer (together, the “Parties”) agree as follows:

Warranty Stock Pool

(1) The percentage set forth in the below table (or such percentage agreed upon between SolarEdge and Tesla and notified by Tesla to Buyer from time to time, the “Applicable Percentage”) of the number of units of Goods of each Product Generation purchased by Buyer from Tesla under the MBPRA for installation in the below Region(s) (rounded up, if such percentage is not a whole number) shall be deemed to be warranty stock (“Warranty Stock”).

| Product Generation (identified by part number range) | Region | Applicable Percentage | SolarEdge Regional Hub |
|--|----------------|-----------------------|------------------------|
| 1067000-00-B 1067000-00-C | USA East Coast | 2% | Poughkeepsie, NY 12603 |
| | USA West Coast | 2% | Newark, CA 94560 |
| | EU | 2% | Budapest, Hungary |
| | AUS/NZ | 2% | Melbourne, Australia |
| | South Africa | 2% | DBT |

(2) Tesla shall deliver any Warranty Stock purchased by Buyer under the MBPRA directly to the applicable SolarEdge Regional Hub identified in the table above (the “SolarEdge Regional Hub”), unless and until Tesla is directed to the contrary by Buyer in writing. Care, custody and control and risk of loss shall transfer in accordance with the terms of the Framework Services Agreement.

(3) Upon delivery of such Warranty Stock by Tesla to the SolarEdge Regional Hub on a DDP (SolarEdge's designated facility) (Incoterms 2010) basis, (i) Tesla shall be deemed to have satisfied its obligation to deliver such Warranty Stock to Buyer pursuant to the MBPRA, (ii) such Warranty Stock shall be added to the pool of Warranty Stock for the applicable Product Generation (the "Warranty Stock Pool") held by SolarEdge in the applicable Region for purposes of facilitating its performance of its obligations under its Type III Services Agreement with Buyer and other buyers of Goods who have entered into Type III Services Agreements with SolarEdge, (iii) Buyer shall be granted an undivided interest in the Warranty Stock Pool for the applicable Product Generation and Region that is equal to the product of $\{[X] \div [Y]\} * 100$, where [X] is the number of units of Warranty Stock of that Product Generation contributed by Buyer to the Warranty Stock Pool in that Region and [Y] is the number of units of Warranty Stock of that Product Generation contributed by all parties to the Warranty Stock Pool in that Region (the product of such formula being the "Buyer's Undivided Interest Percentage" for that Product Generation and Region).

(4) When a unit of Warranty Stock of any Product Generation is withdrawn from the Warranty Stock Pool to satisfy a warranty claim made in respect of a unit of the Goods originally purchased from Tesla by Buyer, Buyer's Undivided Interest Percentage for that Product Generation and Region shall be recalculated. Upon recalculation:

(a) If such Buyer's Undivided Interest Percentage is lower than the Applicable Percentage, then, instead of providing a credit to Buyer in accordance with Section 6(a)(i) of the Tesla Return Material Authorization (RMA) Policy and Process (the "RMA Policy"), Tesla shall, at its own cost, deliver a new replacement unit of the Goods of the applicable Product Generation to the SolarEdge Regional Hub, and such unit shall be deemed to be a unit contributed by Buyer for purposes of calculating Buyer's Undivided Interest Percentage for that Product Generation and Region.

(b) If such Buyer's Undivided Interest Percentage is higher than the Applicable Percentage, then, Tesla shall provide a credit to Buyer in accordance with Section 6(a)(i) of the RMA Policy.

Allocation of Shipping Costs

(5) The Parties acknowledge that (i) the Services Fee paid by Buyer to SolarEdge does not include any transportation costs incurred by SolarEdge in connection with warranty claims (such as the shipment of a defective Tesla battery from an End Customer to the SolarEdge Regional Hub and the shipment of a new Tesla battery from the SolarEdge Regional Hub to the End Customer); and (ii) under the terms of Tesla's RMA policy, Buyer is entitled to reimbursement by Tesla for transportation costs incurred by Buyer in connection with valid warranty claims (provided that such costs either (1) do not exceed the amount Tesla would have paid for the same services; or (2) were approved in writing by Tesla (acting reasonably) in advance).

(6) The Parties hereby agree that SolarEdge shall be responsible for all transportation arrangements in respect of Tesla batteries in respect of which Buyer has purchased Type III Services and SolarEdge shall invoice Tesla directly for all transportation costs incurred (subject to Section 7.1 of the Framework Services Agreement). Upon payment of such invoice by Tesla, Buyer shall be deemed to have been reimbursed by Tesla for such transportation costs for purposes of the RMA Policy.

General

(7) The Parties agree that this Consent supersedes anything in the MBPRA, the Framework Services Agreement or the Services Agreement to the contrary.

(8) This Consent will be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflicts of laws principles. Any dispute arising from or relating to this Agreement shall first be promptly referred to the Parties' senior level management for resolution. In the event the Parties'

senior level management are unable to resolve any such dispute within twenty (20) days after referral, then any Party may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services (“JAMS”). The existence, content and result of the arbitration shall be held in confidence by the Parties, their representatives, any other participants and the arbitrator. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in San Francisco, California. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.

(9) This Consent, the MBPRA, the Framework Agreement and the Services Agreement together constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof, superseding any prior agreement or representation, whether oral, electronic or written.

(10) If for any reason a court of competent jurisdiction finds any provision of this Consent to be unenforceable, that provision of the Consent will be enforced to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of the Consent will continue in full force and effect.

[Signatures on next page]

NOW THEREFORE, the Parties have executed this Consent as of the Effective Date

TESLA

[Insert Tesla entity that is party to applicable MBPRA]

By: _____
Name: _____
Title: _____

SOLAREEDGE

[Insert applicable SolarEdge entity name]

By: _____
Name: _____
Title: _____

BUYER

[Insert Buyer name]

By: _____
Name: _____
Title: _____