Solar Subscription Agreement

This “Agreement” is between Tesla, Inc. (“Tesla”), and the entity represented by you, as the signatory to this Agreement (“Buyer”). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail).

Price Sheet

Buyer information

Buyer Name:

Street Address:

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA, 94304
888-765-2489
CA CSLB 949283

Energy Products and Contract Price

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed

<table>
<thead>
<tr>
<th>System</th>
<th>Monthly Subscription Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar System</td>
<td></td>
</tr>
<tr>
<td>40kW (+/-5%) kw DC solar panels</td>
<td>0.129 $/kWh</td>
</tr>
<tr>
<td>120 kW (+/-5%) kw DC solar panels</td>
<td>0.109 $/kWh</td>
</tr>
<tr>
<td>240 kW (+/-5%) kw DC solar panels</td>
<td>0.099 $/kWh</td>
</tr>
</tbody>
</table>

Signed by

Buyer:                                        Tesla, Inc.

Your signature                              By:

_________________________________________   ________________________________
Title:                                       Title:

_________________________________________   ________________________________
Date:                                        Date:
1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance, signature, or email), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided to (or will provide) Tesla is true and accurate and fairly represents Buyer’s financial position as at the date it was provided. Tesla may terminate this Agreement if Buyer breaches any of the representations in this Section 1 are incorrect.

2. **Introduction.** This Agreement is the agreement between Buyer and Tesla for the subscription to the power produced by the solar energy system (the “System”), to be installed at the address indicated on the Price Sheet (the “Site”). Buyer Agrees to the recurring “Monthly Subscription Payment” detailed in the Price Sheet and may cancel this subscription at any time, subject to the terms of Tesla’s Cancellation Policy.

3. **Eligibility.** Buyer agrees to the following:
   
   (a) Tesla may review Buyer’s credit from time to time, and Tesla shall have the right to terminate this Agreement in its sole discretion based upon the outcome of such credit review.
   
   (b) If Buyer does not own the Site, Buyer has obtained all required consents from the owner(s) of the Site to have the System installed and otherwise to comply Buyer’s obligations in this Agreement;
   
   (c) Buyer is responsible for any pre-existing conditions at the Site that prevent installation of the System (e.g. structural integrity, unpermitted work, condition of the roof). Tesla will not proceed with installation of the System until the condition is remedied;
   
   (d) Buyer will notify Tesla if Buyer obtains knowledge that the System is damaged or appears unsafe or if the System is stolen; and
   
   (e) Buyer will make available, at Buyer’s cost, a functioning and reliable indoor internet connection with a router, one DHCP enabled Ethernet port with internet access and standard AC power outlet close enough and free of interference to enable an internet-connected gateway provided by Tesla to communicate wirelessly with the System’s inverter at all times (e.g. Buyer will notify Tesla if there is any disruption or change to the System’s connectivity). Additionally, Buyer agrees to maintain an active Tesla Account while the System is installed at the Site.

4. **Changes to Scope, Subscription Price.**
   
   (a) Tesla’s obligation to install the System are conditioned on such work falling with Tesla’s “Standard Scope”, which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works and customary government costs, taxes and fees. Further information about what constitutes Tesla’s Standard Scope is available upon request.
   
   (b) Prior to installation, Tesla has the right to update the Price Sheet (including by adjusting the Monthly Subscription Payment or the System design) if, upon further diligence regarding the Site, Tesla determines that there are conditions outside of the Standard Scope. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this subscription, the changes will be deemed accepted and Tesla’s invoices will be updated accordingly.
   
   (c) In addition, Tesla may in its sole discretion determine that because of issues beyond the Standard Scope, Tesla will not build the System. In such case, Tesla may terminate this Agreement by notice to Buyer, and if applicable shall refund the Order Payment.
   
   (d) After Tesla completes installation, Tesla may change the Monthly Subscription Payment, as follows: Tesla will provide Buyer with an updated Price Sheet electronically and/or through the Tesla portal. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this subscription, the next invoice will reflect the updated pricing.

5. **Installation; Service.** Tesla will contact Buyer to schedule installation of the System. Installation will be performed by Tesla or its affiliate or subcontractor, in Tesla’s discretion. Buyer authorizes Tesla, its affiliate or subcontractor to submit on Buyer’s behalf any permit or interconnection application that is required for the System. Buyer agrees to give Tesla, or its affiliate or subcontractor, access to the Site as scheduled with Buyer so Tesla can install the System and service it throughout the term of the subscription.
6. **Automatic Monthly Payments.**

   (a) Tesla will calculate the Monthly Subscription Payment for each month by multiplying the energy delivered by the System in that month (as measured by Tesla), by the $/kWh rate indicated in the Price Sheet.

   (b) By entering into this Agreement, Buyer agrees to pay the Monthly Subscription Payment by allowing Tesla to automatically debit the credit card you have indicated ("Credit Card") each month, or by another means permitted by Tesla, until Buyer cancels the subscription. The Monthly Subscription Payment will be debited from the Credit Card on or about the date that Tesla issues you an invoice for the electricity generated by the System for the applicable month. If this falls on a weekend or holiday, the Monthly Subscription Payment may be debited the following business day.

   (c) If Buyer’s payment is unsuccessful for any reason, Buyer agrees that Tesla may attempt the debit three (3) more times within three (3) days following the first attempt. If the credit card debit remains unsuccessful after the third attempt, Tesla will consider this Buyer’s request to cancel its subscription and may turn off Buyer’s service immediately.

7. **Automatic Renewal; Cancellation; Term.** Buyer’s subscription will automatically renew for the following month unless Buyer emails Tesla to cancel its subscription at CommercialSolar@tesla.com or through Buyer’s Tesla Account. Buyer may cancel this subscription at any time and the service and corresponding Monthly Subscription Payments will end at the end of the applicable billing cycle. Buyer will not receive any pro-rata refunds. Unless Buyer seeks removal as set forth in Section 8, Buyer shall not remove the System and Tesla may choose to leave it in place.

   (a) If Buyer wishes to reenroll after terminating its subscription, it may do so by emailing CommercialSolar@tesla.com or through Buyer’s Tesla Account. Buyer will be subject to the then-current pricing, which may be higher than the original Monthly Subscription Price.

   (b) Tesla reserves the right to cancel service and/or terminate this Agreement, and remove the System as set forth Section 8, at any time for any reason with thirty (30) days’ notice.

8. **System Removal.** If the System needs to be removed for any reason other than Tesla’s fault, such as Buyer’s request after cancellation, or for roof repairs, Buyer agrees to have the System removed in accordance with this Section 8.

   (a) At Buyer’s request, Tesla will propose a time-and-materials rate to cover Tesla’s costs for removal of the System. If Buyer agrees, Buyer shall provide Tesla reasonable access to the Site to remove the System at a mutually agreeable time. Tesla, or one of Tesla’s subcontractors, will patch and seal all roof penetrations associated with removal of the System. Tesla shall have no obligation to repair any ordinary wear and tear on the Site, or to provide any replacement parts.

   (b) At Buyer’s election, Buyer may have the System removed by a qualified electrical contractor. Buyer shall notify Tesla if Buyer elects to have the System removed by an alternative contractor, via CommercialSolar@tesla.com, or through Buyer’s Tesla account. Buyer will be solely responsible for the cost of such removal, and for any damage or liability arising from such removal. Buyer shall arrange to return the System undamaged to Tesla within 10 days of its removal, or a later time agreed by Tesla.

9. **Order Payment.** The Order Payment (if any) paid for the Subscription will become non-refundable upon installation of the System. Once the System receives permission to operate, Tesla will return the Order Payment and charge the Monthly Subscription Payment.

10. **Estimated Taxes.** Buyer agrees to pay any applicable sales or use taxes on the Monthly Subscription Payments due under this Agreement. If Buyer chooses to purchase the System at any time, Buyer agrees to pay any applicable tax on the purchase price for the System.

11. **Selling the Site.** If Buyer sells the Site, Buyer may choose to cancel or transfer this Agreement to the person buying the Site (the "Site Buyer"). If Buyer chooses to transfer, the Site Buyer must accept this Agreement with Tesla and will assume all of Buyer’s rights and obligations under this Agreement.

12. **Ownership of the System; Tax Credits and Rebates.**

   (a) Buyer agrees that the System is Tesla’s personal property under the Uniform Commercial Code. Buyer understands and agrees that this is a subscription agreement and not a sale agreement. Tesla owns the System for all purposes, including any data generated from the System. However, Buyer shall be permitted to use any data related to the System which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla,
for Buyer’s lawful purposes. Buyer shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Tesla, and shall at Buyer’s expense protect and defend Tesla against the same.

(b) Buyer agrees all tax credits, incentives, rebates, and renewable energy certificates are the property of Tesla. Buyer agrees to cooperate so that Tesla may claim these credits, incentives, rebates and certificates, which may include signing any net metering or interconnection agreements and maintaining a valid internet connection.

13. **Purchasing the System.** Buyer may purchase the System at any time for the fair market value, which considers then current prices and the System’s age and degradation. Tesla will provide Buyer with a purchase price, which may include any past-due payments (if applicable), upon request to CommercialSolar@tesla.com.

14. **UCC-1 Fixture Filing.** Tesla may choose to file in the real estate records a UCC-1 financing statement (“Fixture Filing”) that preserves their rights in the System for as long as the System is installed at the Site. The Fixture Filing is intended only to give notice of Tesla’s rights relating to the System and is not a lien or encumbrance against the Site.

15. **Transfer.** Tesla may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without Buyer’s consent.

16. **Privacy.** The Tesla Customer Privacy Policy is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number that you provide Tesla with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of this Agreement. You may opt out of this consent at any time by contacting Tesla at 888-765-2489.

17. **Intellectual Property.** Tesla owns all intellectual property rights associated with the System. Tesla grants Buyer a non-exclusive license to use any imbedded software in connection with the operation of the System only.

18. **Solar System Maintenance & Operation.** Tesla will provide Buyer with an initial copy of the Solar Operation and Maintenance Guide (which may be updated from time to time, the “Manual”). The Manual provides Buyer with System operation and maintenance instructions, answers to frequently asked questions, and service information. Buyer must maintain and operate the System in accordance with the instructions in the Manual. If Tesla installs a safety anchor into the roof of the Site during the installation of the System, we will leave this anchor installed for Tesla’s future use throughout the installation and operation of the System. This safety anchor is for Tesla’s use only. Buyer is not authorized to use this anchor.

19. **Insurance.** Tesla shall insure the System against all damage or loss unless (a) that damage or loss is caused by Buyer’s gross negligence; or (b) that damage or loss is caused by ball strikes; or (c) Buyer or its agents intentionally damage the System.

20. **IP Indemnity.**

(a) As used in this Section 14, “Representatives” means Buyer and Buyer’s affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns; “Losses” means damages and liabilities, including reasonable attorneys’ fees; and “Claim” means a claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party.

(b) Tesla shall indemnify, defend and hold harmless Buyer and its Representatives from any Losses arising out of any Claim alleging that the System infringes the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Buyer or any of its Representatives to the extent the Claim arises out of: (a) use of the System in combination with any other products, materials or equipment not expressly authorized by Tesla; or (b) any modifications or changes made to the System other than by Tesla. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim.

21. **Limitation of Liability.**

(a) Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the extent permitted by law, Tesla and Buyer’s aggregate liability to one another under this Agreement is limited to the fair market value of the System (“FMV”). These limitations apply to any liability arising out of any site survey
performed by Tesla or its affiliate or subcontractor in connection with this Agreement. This Section 21 does not apply to Buyer or Tesla’s obligation to indemnify the other party, as required under Section 20 or otherwise under applicable law.

(b) The Limited Warranties in Section 22 do not apply to any of the following: (i) abuse, misuse or negligence by Buyer, (ii) accidents or other events beyond Tesla’s (or its affiliates’, subcontractors’ or representatives’) reasonable control; (iii) failure of Buyer to operate or maintain the System in accordance with the Manual; (iv) damage caused by or resulting from material or equipment not supplied by Tesla; or (v) any damage, System failure, or lost or diminished performance caused by the actions or omissions of Buyer or any third party.

(c) The Limited Warranties in Section 22 do not cover (a) conditions at the Site not caused by Tesla; (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the System; (c) damage or deterioration that occurs after the expiration or voiding of all or part of the Limited Warranties; or (d) theft or vandalism of the System or any of its components.

22. Limited Warranties. The System and installation work are covered by the following limited warranties. THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE SYSTEM AND INSTALLATION WORK. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of System performance or merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below.

<table>
<thead>
<tr>
<th>Solar System</th>
<th>Under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components for the length of the subscription. This warranty is voided for any time that the subscription is not active.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof Penetrations</td>
<td>All roof penetrations we make for the System will be watertight. This warranty will run the longer of (a) the first ten (10) years following installation of the System or (b) the length of any existing installation warranty. This warranty is voided for any time that the subscription is not active.</td>
</tr>
<tr>
<td>Damage</td>
<td>Tesla will repair damage we cause to the Site and property at the Site, or pay Buyer for the damage Tesla causes, as limited by Section 22, for the length of the subscription up to twenty (20) years (except damages that result from Tesla’s roof penetrations, which damages are covered for the first ten (10) years.) This warranty is voided for any time that the subscription is not active.</td>
</tr>
</tbody>
</table>

23. Breach; Remedies.

(a) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law, including in Tesla’s case, repossession of the System and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

(b) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

24. Assignment. Tesla may assign, sell or transfer this Agreement without Buyer’s consent in connection with Tesla’s financing activities, provided, that except in the case of an assignment as collateral only, the assignee shall be capable of performing (directly or indirectly) all of Tesla’s obligations hereunder.

25. Insurance. Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer’s request, furnish to Buyer a certificate evidencing such coverage:

(a) Commercial General Liability Insurance (CGL). Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) Workers’ Compensation Insurance. Tesla carries workers’ compensation insurance for all employees in compliance with law.
26. **Further Assurances.** Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

27. **Governing Law; Integration.** This Agreement is governed by the laws of the State where the System is installed. The information at the links described above is part of this Agreement. Any other terms relating to the System that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

28. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer 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 confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its 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.