

TERMS AND CONDITIONS FOR SOLAREEDGE DEMAND SIDE GRID SUPPORT PROGRAM

These Terms and Conditions apply to the SolarEdge Demand Side Grid Support Program (“DSGS” or the “Plan”). By entering the Plan, you agree to be bound by the following Terms and Conditions:

1. Please read these Terms and Conditions and our Privacy Policy, <https://www.solaredge.com/us/privacy-policy>, before selecting your participation option for the Plan.
2. The Plan will be run by SolarEdge Technologies, Inc., a company registered in the State of Delaware and registered office at 251 Little Falls Drive, Wilmington, New Castle Country, Delaware 19808 (“SolarEdge”, “we”, “us”).
3. These terms and conditions, together with any specific rules set out in any communications relating to the Plan, are the Plan rules (“Rules”) and apply to this Plan. By entering this Plan, you are agreeing to be bound by these Rules and any other applicable instructions.
4. SolarEdge reserves the right to cancel or amend the Plan and/or the Rules. You will be notified of any material revisions prior to changes or additional terms taking effect. Any changes will be posted on our website. These Terms and Conditions were last updated in March 2025.
5. In the event of any dispute regarding any aspect of the Plan, the decision of SolarEdge shall be final and binding.
6. These Plan Terms and Conditions are separate to the terms and conditions for the supply of gas and electricity that you will have with your provider and will not affect your rights and obligations under those terms.
7. By accepting these Terms and Conditions, you consent that you allow us and our affiliates to access your connected SolarEdge inverters and batteries for us to execute the Plan. A full explanation and description of the Plan is set out below.

About the Plan

1. As we transition to a low carbon economy, the stress on the electricity network can be alleviated by smarter storage of electricity in domestic batteries to benefit both you and the grid.
2. The Plan is intended to assist the California Energy Commission (“CEC”) by regulating electricity flow across the California electric grid to ease periods of stress as defined by CEC. At times of stress, the CEC may request assistance, via our aggregator partner Texture Corp. together with its affiliates (“Texture”) to reduce the overall electrical demand on the network (“Events”). These Events help the grid balance supply and demand without the need for additional generation (e.g. fossil fuel power plants) to be used.
3. You may participate in the Plan by allowing SolarEdge to automatically vary the rate of charge / discharge from your battery for or in preparation of Events with minimal disruption to you.

Plan Participation

1. There is no entry fee and no purchase necessary to enter this Plan.
2. You may opt into the Plan by completing the form on the Plan landing page.
3. Any participation in the Plan is voluntary and you may opt out of participation at any time. To opt out of the Plan contact gs-support-us@solaredge.com and specify you wish to unenroll from DSGS.
4. By entering the Plan, you authorize CEC to access and use your data and contact you to verify compliance with the CEC DSGS program and DSGS program performance.
5. To be eligible to participate in the Plan, you must:
 - I. At all times comply with these Terms & Conditions;

- II. Be 18 or above;
 - III. Be a resident of California;
 - IV. Be a customer of San Diego Gas & Electric, Southern California Edison, or Pacific Gas & Electric or eligible Community Choice Aggregator (CCA) Own a SolarEdge inverter that is connected to a compatible battery, is connected to the internet, and registered under the SolarEdge Monitoring Platform for the last 30 days;
 - V. Not be taking part in DSGS with another provider;
 - VI. Opt-in to the Plan by completing the form on the Plan landing page and the web authentication process;
 - VII. Have consented to, and not remove your consent, giving us, and Texture quarter-hourly smart meter reads;
 - VIII. Must not be enrolled in the Emergency Load Reduction Program or Base Interruptible Program;
 - IX. Must not be receiving payment or accounting for the same reduction in use of electricity, including energy export, through any other utility, CCA, or state program, except critical peak pricing rate plans;
 - X. Must not be participating in a CAISO Proxy Demand Resource (PDR) or Reliability Demand Response Resource (RDRR)
 - XI. Must not be a cogeneration facility with a power purchase agreement;
 - XII. Meet the requirements of the latest adopted DSGS program guidelines in <https://www.energy.ca.gov/programs-and-topics/programs/demand-side-grid-support-program>.
6. A firmware upgrade to your SolarEdge device and/or installation of qualified metering, telemetry, and/or communication equipment ("Equipment") may be required for participation, we reserve the right during the Plan to remotely update firmware when necessary.
 7. SolarEdge will control your SolarEdge inverter and connected battery system for the purposes of providing the Plan. By accepting these Rules, you consent for SolarEdge to control the system during Events and before Events for preparations. You hereby agree to (i) authorize Texture to analyze the electrical load and/or energy exports and technology controls of your SolarEdge inverter and connected battery system and (ii) initiate one or more test Events.

Initial Term

1. The Plan will run thru October 31, 2025 ("Initial Term"). You may register for the Plan by June 27, 2025.
2. We expect that up to 35 Events will be scheduled during the Initial Term, although the number of Events we respond to could be more or less and there is no guarantee for a minimum or maximum of Events. Participants will not be able to decide which Events they participate in, but always have the option to deregister from the Plan.
3. Events can be called between 4-9pm PST, seven days a week during the Initial Term.
4. Events will be 2 hours long. SolarEdge will control your battery prior to the Events to fully charge the battery and then during the Events to discharge the battery. At all other times, the battery will function according to the installer and your own system settings.
5. During Events, your battery will export excess capacity to the grid until reaching 20% state of charge. 20% of battery capacity will be reserved for backup at all times.
6. During a grid outage, your battery will not be used for Events. In such cases, your battery will continue to function according to the installer and your own system settings.

7. Not all battery modes are supported together with the Plan and we reserve the right to limit battery modes availability in conjunction with the Plan or not register participants on certain battery modes.

Incentive Offer for Initial Term:

1. We will use data from your SolarEdge products to calculate your individual energy participation during the Events. In exchange for your participation, you will be rewarded \$100, in the form of digital gift cards (the "Incentive") following and subject to our receipt of participation payments from the CEC. The Incentive payments will be administered by Texture. Incentive payments will be issued 30 days following settlement with the CEC.
2. To be eligible for payment of the Incentive, (i) you must remain active in the Plan according to these Terms and Conditions, (ii) you must not opt-out of the Plan during the Initial Term, and (iii) your system must achieve electricity import reduction or increased electricity export to the grid, as measured by the average measured discharge of your battery system(s) during the Events, for more than 80% of the Events during the Initial Term. If, for any reason beyond SolarEdge's control, your system does not respond to Events (e.g. due to loss of communication), you will not qualify for any Incentive payment.
3. By accepting the Rules, you consent to receiving Incentive payments via digital gift cards. Texture will invite you to claim your gift card using an online platform via the email you provided during registration. The digital gift cards will be valid for 6 months following the email invitation.

Subsequent Terms

1. By enrolling in the Initial Term, you also agree to enroll in subsequent terms (each a "Term") spanning from May 1 through October 31 of 2026 and subsequent years.
2. We expect 15-20 Events to occur during each subsequent Term, although the number of Events we respond to could be more or less and there is no guarantee for a minimum or maximum of Events.
3. Prior to the start of each subsequent Term, you will receive a new Incentive offer according to the value for the Term and will be given the option to opt out of the Term.
4. All other rules and conditions from the Initial Term will apply to future Terms.

General Provisions

1. You can opt-out of the Plan at any time via email to gs-support-us@solaredge.com. Once you opt out of the Plan you might not be able to re-register.
2. We reserve the right to either suspend your access to the Plan temporarily or remove you from the Plan permanently, at our sole discretion, in the event that, at any point during your participation in the Plan:
 - a. You are no longer eligible under the Rules; or
 - b. If your smart meter becomes disconnected and your meter readings are no longer available in the CEC, or you move house; or
 - c. We identify a technical, operational or security risk associated with your access; or
 - d. If your SolarEdge inverter and battery get disconnected from the internet; or
 - e. If your SolarEdge inverter and battery is moved to another location.

3. If you have already registered for the Plan with another provider, we reserve the right to remove you from the Plan at any point and revoke Incentive payments. Registration with multiple DSGS providers may lead to disqualification from participating in the Plan. SolarEdge has no responsibility to inform you of removal from any service due to multiple registrations and to the financial or other implications of this removal.
4. By entering the Plan, you warrant that all information submitted by you is true, current and complete to the best of your knowledge. If any information you submit is found to be fraudulent or incorrectly completed or if SolarEdge has reasonable grounds to believe that you have breached any of the Rules, SolarEdge reserves the right to disqualify you from the Plan and revoke Incentive payments.
5. SolarEdge will not be liable to reimburse any expenses incurred with entering the Plan.
6. SolarEdge may terminate the Plan at any time, for any reason and without advanced notice.
7. Following termination or expiration your participation in the Plan, we are not obligated to store, maintain or provide a copy of any content, data or other information about your participation in the Plan.
8. The Rules are subject to the CEC's terms found at <https://www.energy.ca.gov/programs-and-topics/programs/demand-side-grid-support-program>. SolarEdge shall have no liability whatsoever if the CEC terminates some or all of their terms or if Texture or their market partner are no longer able to perform their obligations in delivery of the Plan.
9. SolarEdge shall have no liability to pay any amount to the participants, other than the Incentive where the participant payments have been received from the CEC and further subject to any other terms set forth herein.
10. SolarEdge shall not be responsible for any loss, damage, injury, or for any direct, indirect, special, incidental, exemplary or consequential damages, including (without limitation) lost profits or loss of energy arising from or related to the participation or inability to participate in the Plan. You understand and agree that your participation in the Plan is at your sole risk and that the Plan is provided on an as is, where-is and where available basis. To the fullest extent permitted by law, SolarEdge disclaims all representations, warranties and conditions of any kind (express, implied, statutory or otherwise, including but not limited to, the warranties of merchantability and fitness for a particular purpose) as to the Plan.
11. These Terms and Conditions shall be subject to all legal and regulatory requirements applicable to the CEC DSGS program (including, without limitation, any decisions, orders or rules of the CEC). You acknowledge that CEC may take any action to enforce the CEC's rights and DSGS program requirements.
12. Termination of the CEC DSGS program shall not affect any rights of SolarEdge under these Terms and Conditions which are intended to survive such termination.
13. These Terms and Conditions are governed by and construed under the laws of the State of California, without regard to its principles of conflicts of law.
14. You agree that any dispute arising out of or relation to these Terms and Conditions will be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS AND CONDITIONS, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision, and any arbitration between the parties, is subject the Federal Arbitration Act.

Data Protection and Publicity

1. SolarEdge's privacy policy shall apply to any data collected in connection with this Plan and can be found on our website at <https://www.solaredge.com/us/privacy-policy>.
2. SolarEdge will share with Texture, their market partner, the CEC and their respective authorized sub-processors the names, addresses, phone numbers, battery usage data, electrical usage data and other related information of the participants in the course of the Plan, including to register participants in the Plan and to verify eligibility for Incentives.
3. SolarEdge will share with Texture, their market partner, the CEC and their respective authorized sub-processors 15-minute battery telemetry data of the participants for the purposes of delivering the Plan.
4. By entering the Plan, you agree that your above information will be processed and used as such.
5. By entering the Plan, you agree to receive communications from us or Texture in connection with your participation in the Plan.
6. Texture's privacy policy that shall apply to any data received in connection with this Plan can be found on their website at <https://www.texturehq.com/legal/connect-privacy>.
7. SolarEdge in its sole discretion reserves the right to withdraw or vary the Rules and/or any offer made in connection with them in order to comply with the decision of any relevant judicial or regulatory body and shall not be held liable to any entrant for doing so.