ENPHASE ENERGY GRID SERVICES PARTICIPANT AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT (THE "**AGREEMENT**") CAREFULLY. THIS AGREEMENT IS BETWEEN ENPHASE ENERGY, INC. ("**ENPHASE**") AND YOU, THE PARTICIPANT ("**YOU**"), (COLLECTIVELY, "**THE PARTIES**") AND DESCRIBES THE TERMS AND CONDITIONS THAT APPLY TO ENPHASE'S PROVISION OF GRID SERVICES TO YOU IN CONNECTION WITH THE PROGRAM DESCRIBED BELOW. IF THE UTILITY OR PROGRAM SPONSOR (DEFINED BELOW) HAS NOT ADVISED ENPHASE THAT YOU ARE PARTICIPATING IN THE PROGRAM, YOU ARE NOT ELIGIBLE TO RECEIVE THE GRID SERVICES DESCRIBED BELOW. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION (SEE SECTION 12 "DISPUTE RESOLUTION"), AS WELL AS A CLASS ACTION WAIVER, WHICH MAY BE ENFORCED BY THE PARTIES. THESE TERMS GOVERN HOW YOU CAN BRING CLAIMS AGAINST ENPHASE.

1. DEFINITIONS

"Utility"	Public Service Electric and Gas Company
"Program"	PSEG-NJ GridSmart Battery Pilot Program
"Program Sponsor"	Uplight, Inc., ICF International
"Program Agreement"	The agreement(s) between You and the Utility and/or Program Sponsor, as applicable, regarding the Program
"Enphase Product"	The Enphase battery, electric vehicle supply equipment (EVSE), or microinverter enrolled in the Program
"Term"	Start date: the date of Your enrollment into the Program End date: the earlier of the (i) termination of the Program or (ii) Your termination of its participation in the Program
"Committed Capacity"	The continuous power (kW rating) and/or the total energy in kWh that the battery will discharge during the Dispatch Period, as mutually agreed upon between the Utility or Program Sponsor, as applicable, and You.
"Dispatch Period"	The period(s) during which the Grid Services will be provided, as determined by the Utility or Program Sponsor, as applicable, as outlined in the Program Agreement
"Performance Data"	Information about Your Enphase Products regarding energy production, consumption, and usage, such as but not limited to the following: battery UUID; battery discharge timestamp; battery energy; battery power; battery state of charge; battery stored energy; battery mode; solar energy production; solar power production; system grid connectivity; connectivity status; plug in start time; plug out end time; start charging time; stop charging times; device status; last device update time; excess solar enabled; total consumed energy; grid energy consumed; battery energy consumed; peak power usage; average power usage.
"Grid Services"	Controlling the energy transfer to and from Your Enphase Product in response to instructions received from the Utility and/or Program Sponsor, as applicable. Dispatch instructions may include but are not limited to the following: charge or discharge of Your Enphase battery to serve onsite load, export to the grid, or address solar over-production; scheduled charging or other operation of Your EVSE.

2. YOUR OBLIGATIONS

You will ensure that the battery has energy stored in it prior to each Dispatch Period sufficient to meet the Program requirements. You will not: (a) set the battery reserve level below 10%; (b) engage StormGuard mode during a Dispatch Period; or (c) attempt to override or interfere with the Grid Services. Additionally, You confirm that (y) Enphase is authorized to represent You in connection with the Program and the Utility or Program Sponsor, as applicable; and (z) You will comply with the Program Agreement. **Please note: if Your Utility requires You to implement Power Export Limits (PEL) or Power Control Settings (PCS) in connection with Your solar energy or Enphase Product, You may not be eligible to participate in the Program or Your battery's ability to discharge the Committed Capacity may be limited.**

3. GRID SERVICES

Enphase will use commercially reasonable efforts to provide the Grid Services during the Dispatch Period during the Term; provided, however, that Enphase will have no obligation to provide the Grid Services if: (a) the Enphase Product has not been properly installed and/or connected to the Utility's grid; (b) the Enphase Product is not connected to the internet through ethernet or a robust Wi-Fi connection; (c) the battery does not have interval metering with communications capability; (d) the Enphase Product or the solar energy system to which the Enphase Product is connected utilizes Power Export Limits (PEL) or Power Control Settings (PCS); (e) You withdraw from the Program (for example, by terminating the Program Agreement); (f) You, the Utility, or Program Sponsor instructs Enphase in writing not to provide the Grid Services during the applicable Dispatch Period; (g) You withdraw its consent to Enphase sharing the Performance Data with Utility or Program Sponsor, as applicable; (h) the Program is terminated or suspended for any reason; (i) Enphase in its sole discretion determines that provision of the Grid Services creates the risk of personal injury or property damage or would violate any law, rule, or regulation; (j) where Your lease or power purchase agreement for Your Enphase Products (if applicable) restricts You from entering these types of programs; (k) You are enrolled in a conflicting program or ineligible to enroll in this Program; or (l) You are in breach of this Agreement.

4. PAYMENTS TO CUSTOMER

Enphase will have no obligation to pay any amount to You in connection with Your participation in the Program.

5. CUSTOMER DATA

Enphase's access, use, and sharing of Your personal data in connection with this Program are subject to the Enphase Privacy Policy available at **https://enphase.com/legal/privacy-policy**. You consent to Enphase sharing with the Utility, Program Sponsor, and other parties (if any) at the Utility or Program Sponsor's direction, as applicable, the Performance Data and the personal information submitted by You in the Program enrollment process. You may revoke this consent by providing written notice to **GridServices@enphaseenergy.com** and **privacy@enphaseenergy.com**; provided, however, that such revocation will be deemed to be a request to withdraw from the Program.

6. FAILURE TO PERFORM

If You receive written notice from the Utility or Program Sponsor, as applicable, that the Enphase Product is failing to perform in connection with the Program ("**Failure Notice**"), You will promptly relay that Failure Notice to Enphase at **GridServices@enphase.com**, along with all documentation provided by the Utility or Program Sponsor, as applicable, in connection with such Failure Notice. Enphase will use commercially reasonable efforts to work with You to resolve any issues identified in the Failure Notice within thirty (30) days of Enphase's receipt of such Failure Notice.

7. TERMINATION

You may terminate this Agreement and may withdraw from the Program at any time by first notifying the Utility or Program Sponsor, as applicable, and providing at least thirty (30) days prior written notice to **GridServices@enphase.com**. Such notice to Enphase must include a copy of the notice You sent to the Utility or Program Sponsor, as applicable, wherein You provided notice of Your termination of the Program Agreement. Sections 4, 5, and 7 through 12 shall survive expiration or termination of this Agreement.

8. NO WARRANTY

ENPHASE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GRID SERVICES OR THE PERFORMANCE DATA, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. ALL GRID SERVICES AND PERFORMANCE DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND YOU ASSUME FULL RESPONSIBILITY FOR ANY USE OF OR RELIANCE ON ANY GRID SERVICES OR PERFORMANCE DATA.

9. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ENPHASE, ITS AFFILIATES, OR THEIR RESPECTIVE REPRESENTATIVES OR CONTRACTORS ("ENPHASE AND ITS AFFILIATES") HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, REVENUE, PROFIT, BUSINESS OPPORTUNITY, OR GOODWILL, NOR LOSS OF PERFORMANCE DATA OR DIMINUTION IN VALUE, ARISING FROM OR RELATING TO THIS AGREEMENT,. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF ENPHASE AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS AND NO CENTS ($100.00) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF WHETHER THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FROM INTENTIONAL MISCONDUCT, OR FRAUD. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. GENERAL

You will not assign or transfer this Agreement or any rights or obligations, by operation of law or otherwise, without the prior written consent of Enphase. Any assignment in violation will be void. This Agreement constitutes the entire agreement between You and Enphase with respect to the Grid Services, and supersedes all previous communications, course of dealing representations and agreements, whether oral or written, between You and Enphase with respect to the Grid Services. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by You and Enphase. No course of dealing or usage of trade may be invoked to modify this Agreement. The failure by Enphase to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions. If any provision of this Agreement is unenforceable as written, the remainder of this Agreement will remain in effect and the unenforceable provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement.

11. GOVERNING LAW

This Agreement will be governed by the laws of California without reference to conflict of laws principles that may require the application of the law of another jurisdiction. and all disputes arising out of or related to this Agreement will be brought in the state courts in Santa Clara County, California or in the United States District Court for the Northern District of California, and each party irrevocably submits to the exclusive jurisdiction and exclusive venue of any such court in any such suit.

12. DISPUTE RESOLUTION

a. **PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION ("ARBITRATION AGREEMENT") CAREFULLY. IT REQUIRES YOU AND ENPHASE TO ARBITRATE DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE PARTICIPANT CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER PARTICIPANT. THE LAWS OF CERTAIN JURISDICTIONS DO NOT PERMIT THE USE OF MANDATORY ARBITRATION CLAUSES. WHERE SUCH LAWS APPLY TO YOU, THIS ARBITRATION AGREEMENT MAY NOT APPLY.**

b. Applicability of Arbitration Agreement. For any dispute or claim arising from or related to the Grid Services, the Program, this Agreement, or any aspect of Your relationship with Enphase, the Parties agree to first attempt in good faith to informally resolve the dispute. You must initiate this process by contacting Enphase at **legal@enphaseenergy.com**. If the dispute has not been resolved after sixty (60) days, the Parties agree to resolve such dispute through binding arbitration under the Comprehensive Arbitration Rules and Procedures and in accordance with the Optional Expedited Arbitration Procedures in those Rules then in effect for the Judicial Arbitration and Mediation Services ("JAMS") as described below except that either Party (i) may assert claims in small claims court if the claims qualify and/or (ii) may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

c. Arbitration Rules and Forum. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Arbitration Agreement, shall be determined by arbitration in Santa Clara County, California before a single arbitrator selected by agreement of the Parties, and the proceedings shall be conducted in English. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Optional Expedited Arbitration Procedures in those Rules. JAMS may be contacted for a copy of the currently applicable Comprehensive Arbitration Rules & Procedures and the Optional Expedited Arbitration Procedures (or otherwise) at **www.jamsadr.com**. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties and may be entered in any court having jurisdiction. Enphase shall reimburse all JAMS's filing, administrative, hearing and/or other fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The existence, content and result of the arbitration shall be held in confidence by all participants.

d. 30-Day Right to Opt-Out. You have the right to opt out of the provisions of this Arbitration Agreement within thirty (30) days of entering it by sending written notice of Your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, and an electronic copy

of said notice to **legal@enphaseenergy.comlegal**. Your notice must include Your name and address, and an unequivocal statement that You want to opt out of this Arbitration Agreement. If You opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to You and it has no effect on any other arbitration agreements that You may currently have, or may enter in the future, with Enphase.

e. Severability. Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Signature: _____ Date: _____