

# SolarEdge Communication Plan Terms and Conditions

## Introduction

These Terms and Conditions are an "agreement" between you, and SolarEdge and govern your purchase and use of the wireless communication plan (the "Service") provided by a third party network carrier ("Cellular Service Provider") and passed-through by SolarEdge for the connection of your SolarEdge product (the "Device") to the SolarEdge monitoring portal ("Monitoring Portal"). When subscribing or using the Service, you agree to these Terms & Conditions. As used herein, the terms "us", "we" or "our" refer to SolarEdge Technologies Ltd., and its affiliated entities ("SolarEdge"). The terms "you" or "your" means the person or entity that has purchased, accessed, or is using the Services and accepts these Terms, including owners of the SolarEdge products ("Owner") and/or any individuals or entities who are authorized to access and manage the Owner's SolarEdge products and Service on the Owner's behalf ("Authorized User/s"). If you are entering into these Terms on behalf of an Owner or any other individual or entity, you represent that you have the authority to bind such Owner, individual or entity to these terms

The Service is available through a paid subscription. Information about the Service can be found in the relevant product data sheet on the SolarEdge website.

The Service start date shall be the earlier of: (i) the date the Device is connected to the Monitoring Portal as evidenced by our records; and (ii) 4 months from the date the Device is shipped from SolarEdge.

### a. **Suspension or Termination**

You represent that you are aware that SolarEdge does not independently provide the Services and as such the Service is provided under contractual agreements between SolarEdge and Cellular Service Providers. If the terms and conditions under which a Cellular Service Provider extends the Services to SolarEdge change, Customer may no longer be permitted to access and use the Service.

SolarEdge is therefore is not liable for problems caused by changes to the Service which are beyond its control. Under certain circumstances we may be obligated to either suspend or terminate the Service, at any time for any reason, including without limitation for network or system maintenance, improvement, discontinuance, failure, if we or the Cellular Service Provider suspect the Service is being used for any unauthorized or inappropriate purpose or as a result of your breach of these Terms & Conditions. If suspension or termination of the Service occurs for the above mentioned reasons, you acknowledge and agree that you may not be able to access the Service. Additionally we may be required to change the prices we charge for the Service, at any time. Any change in prices for your Service will not take effect until the current subscription has expired. SolarEdge will use its best efforts to notify you of any changes to the Service by posting the amended terms on our website and/or on your SolarEdge Account. It is your responsibility to review these Terms & Conditions periodically.

If your Service is changed, terminated or discontinued without cause, we will transfer the balance of the remaining pre-paid subscription plan to an alternative service or carrier provided that you shall bear any cost associated with the replacement of any equipment that is necessitated as a result of such change or discontinuation.

### b. **Cancellation by You**

You may cancel the Service at any time through your SolarEdge Account or by contacting the SolarEdge Customer Support team and notifying us that you want to cancel the Service. In no event will you be entitled to a refund.

### c. **Reactivation of Service**

Following its termination by You or due to reasons related to You, reactivation of the Service is solely at the discretion of the Cellular Service Provider and may be subject to a reactivation fee.

### d. **Your Obligations**

You acknowledge that the Service may only be used for the connection of your SolarEdge Device to the SolarEdge Monitoring Portal and may not be used for any other purpose. SolarEdge reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend the Service if you engage in any illegal or prohibited uses.

### e. **Events Beyond Our Control**

SolarEdge relies on Cellular Service Provider for the provision of the Services and is therefore not liable for problems caused by conditions beyond its control. Conditions beyond our control, including without limitation, discontinuance of the Service or any part thereof by the Cellular service Provider, atmospheric, geographic, or topographic conditions, damage to or failure to maintain your Device in good working order, government laws, rules or regulations, failure, or outages of utility or wireless networks (including interruption of cellular service), war, act of God and natural disaster may prevent or delay the provision of your Service, or affect the quality of the Service. In the event of any of the foregoing, we may, be forced to, suspend or terminate the Service, without notice to you and without any liability.

f. **Regulatory or Technology Changes**

In the event of any regulatory, governmental or other legally-compelled changes, or if our Cellular Service Provider terminates or restricts wireless services of the type used by your Device, SolarEdge shall not be responsible for the cost of replacing, any equipment that is necessitated as a result of such change or discontinuation ('Equipment').

g. **Disclaimer of Warranties**

**SOLAREEDGE EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO THE SERVICE. SOLAREEDGE DOES NOT WARRANT OR GUARANTEE THAT SERVICE WILL BE AVAILABLE AT ANY SPECIFIC TIME OR AT ALL TIMES OR TO ANY GEOGRAPHIC LOCATION, OR THAT THE SERVICE WILL BE PROVIDED WITHOUT INTERRUPTION, DELAY OR ERROR. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED ABOUT THE SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SECURITY, TITLE, CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS. WE.**

The only warranties applicable to the Equipment in your Device are those covered under the SolarEdge Limited Product Warranty ("Limited Product Warranty"). Such Limited Product Warranty does not cover the Service, in whole or in part.

SolarEdge is not liable for any act or omission of a Cellular Service Provider furnishing the Service or for any damages that result from or arise out of any unauthorized use, installation, repair or maintenance by you or by any person acting on your behalf including without limitation any Authorized. For the avoidance of doubt, Cellular Service Providers will not be considered as SolarEdge subcontractors for any purposes.

IF WE OR OUR CELLULAR SERVICE PROVIDERS ARE FOUND TO BE LIABLE TO YOU FOR ANY REASON, YOU AGREE THAT THE MAXIMUM, AGGREGATE LIABILITY FOR ANY SOLAREEDGE ENTITY OR OUR CELLULAR SERVICE PROVIDERS TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER ANY THEORY OR FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED UNDER THESE TERMS OF SERVICE, FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY), SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE SERVICE RATES CHARGED TO YOU FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM FOR THE PERIOD OF SERVICE DURING WHICH ANY RESULTING DAMAGES OCCURRED. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE, NOR ANY SOLAREEDGE ENTITY WOULD HAVE AGREED TO PROVIDE THE SERVICE TO YOU WITHOUT YOUR AGREEMENT TO THIS LIMITATION. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CAP SET FORTH IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE LIABILITY OF ANY SOLAREEDGE ENTITY OR OUR CELLULAR SERVICE PROVIDERS.

IN NO EVENT SHALL ANY SOLAREEDGE ENTITY OR OUR CELLULAR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR, AND YOU CANNOT RECOVER ANY, (A) PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE (REGARDLESS OF WHETHER WE, ANY SOLAREEDGE ENTITY OR OUR CELLULAR SERVICE PROVIDERS HAVE BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR); OR (B) ATTORNEY'S FEES. YOU AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED ABOVE. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW IN CERTAIN TERRITORIES, THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.

## Governing Law

These Terms & Conditions are governed by, and to be interpreted according to, the laws of the State of Delaware.

## Entire Agreement

These Terms & Conditions is the entire agreement between you and us. It supersedes all other agreements, communications or representations, oral or written, between us, past or present in connection to the subject matter hereof.