SOLAROS LEGAL

Master Subscription Agreement

Version 2026-09-30 | Last updated September 30, 2026

BETA NOTICE

The solarOS platform is offered as a beta / early-access product. Features, integrations, service availability, and pricing are under active development and may change, be added, be limited, or be discontinued at any time, with or without notice except as expressly stated in this Agreement. The platform is provided without any promise that every feature, provider, service area, or integration will remain available at all times. See Section 20.

Last updated: September 30, 2026

This Master Subscription Agreement (this "Agreement") is between solarOS Inc., a Delaware C corporation with its principal place of business at 1736 Corporate Circle, Petaluma, CA 94954, United States ("solarOS," "we," or "us"), and the contractor organization that accepts this Agreement ("Contractor," "Customer," or "you"). This Agreement governs Contractor's access to and use of the solarOS platform and related services. It is designed to be valid both (a) as a click-through agreement accepted online at signup and (b) as an agreement incorporated into a countersigned Order Form.

This Agreement is a business-to-business agreement. It does not govern solarOS's relationship with homeowners or other consumers; those relationships are governed by the solarOS Terms of Service, the solarOS monitoring terms (currently set out within the Terms of Service), and the solarOS Privacy Policy, as applicable.

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1. Acceptance and Formation

1.1 How this Agreement is formed. This Agreement takes effect on the earliest of (a) the date Contractor clicks a button or checks a box indicating acceptance (for example, "I agree" or "Create account") during signup or in the Platform; (b) the effective date of an Order Form that references this Agreement and is signed by both parties; or (c) the date Contractor first accesses or uses the Services (the "Effective Date").

1.2 Click-through acceptance. If Contractor accepts this Agreement electronically at signup, no signature is required. solarOS will present this Agreement (or a conspicuous link to it) before account creation, and Contractor's affirmative act of acceptance forms a binding contract. solarOS maintains records of the version accepted, the accepting user, and the date and time of acceptance.

1.3 Order Form acceptance. For negotiated transactions, the parties may execute an Order Form that incorporates this Agreement by reference. An Order Form is effective when signed by authorized representatives of both parties, including by electronic signature. If Contractor has both clicked through this Agreement and executed an Order Form, the Order Form governs to the extent of any conflict (see Section 21.14, Order of Precedence).

1.4 Authority; capacity. The individual accepting this Agreement represents and warrants that he or she (a) is at least 18 years old and has the legal capacity to enter into contracts; (b) is accepting on behalf of Contractor and not in a personal capacity; and (c) has the authority to bind Contractor to this Agreement. If the individual does not have that authority, the individual must not accept this Agreement or use the Services, and the individual may be personally responsible for any use that occurs.

1.5 Electronic contracting. The parties intend this Agreement, Order Forms, and related records and signatures to be valid and enforceable electronic records and signatures under the federal Electronic Signatures in Global and National Commerce Act (ESIGN) and applicable state Uniform Electronic Transactions Act (UETA) enactments. Each party consents to contracting electronically and agrees not to contest the validity of this Agreement solely because it was formed or signed electronically.

1.6 Business use only. The Services are offered solely for use by contractor organizations and their Authorized Users in the course of business. The Services are not offered to individuals acting as consumers under this Agreement.

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2. Definitions; Incorporated Documents

2.1 Definitions. Capitalized terms have the meanings below. Other terms may be defined where they first appear.

- "Affiliate" means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests.

- "AI Features" means features of the Platform that use machine-learning or generative artificial-intelligence models to produce content, suggestions, summaries, or predictions, as described in Section 11.

- "AUP" means the solarOS Acceptable Use Policy referenced in Section 2.2.

- "Authorized User" means an individual (such as an employee or contractor of Contractor) whom Contractor authorizes to use the Services under Contractor's account and for whom a seat or login has been provisioned.

- "Beta Features" means features identified as alpha, beta, preview, early access, pilot, or similar, as described in Section 20.1.

- "Contractor" or "Customer" means the contractor organization identified at signup or on an Order Form that is a party to this Agreement.

- "Contractor Business Data" means Customer Data that relates to Contractor's own business operations — for example, pipeline and opportunity records, pricing, quotes and proposals, internal notes, project records, and Contractor team-member information — as distinct from End-Customer Data.

- "Customer Data" means data, content, and materials submitted to the Platform by or for Contractor or its Authorized Users, including Contractor Business Data and End-Customer Data entered or collected by Contractor through the Services.

- "Direct Monitoring" means the energy-system monitoring service that solarOS sells directly to homeowners under separate consumer terms, with solarOS as the merchant of record. Direct Monitoring is not part of the Services purchased under this Agreement.

- "Documentation" means solarOS's then-current user guides, help-center articles, and technical documentation for the Services, as made available within the Services at app.solaros.io or otherwise available upon request.

- "DPA" means the solarOS Data Processing Addendum referenced in Section 2.2.

- "End Customer" or "Homeowner" means a homeowner or other end consumer of energy services to whom Contractor markets, sells, or provides goods or services, or whose records Contractor accesses through the Platform.

- "End-Customer Data" means personal information and records relating to an End Customer or a property — for example, names and contact details, service addresses and property records (including precise geolocation), energy-system specifications, device and energy telemetry, service history, photos and documents, and communications — maintained on the Platform as platform-level records under the Portability Model described in Section 7.

- "Fees" means all amounts payable by Contractor under this Agreement, including subscription fees, transaction and application fees, Monitored System Fees, Marketplace and Lead fees, metered usage and overage fees, and any other fees on an Order Form or in Exhibit A.

- "Lead" means contact and project information about a prospective End Customer that solarOS generates, acquires, or otherwise makes available for purchase by Contractor through the Marketplace or otherwise.

- "Marketplace" means the public provider-discovery marketplace and related features through which homeowners can discover and connect with contractors and through which solarOS may offer Leads.

- "Monitored System" means an End Customer energy system (for example, solar array, battery, or smart-meter installation) connected to the Platform's monitoring features and associated with Contractor's organization.

- "Order Form" means (a) an online ordering screen, plan-selection page, or in-product purchase flow through which Contractor selects a plan, add-ons, or usage, or (b) a written ordering document signed by both parties, in each case referencing this Agreement.

- "Organization" means Contractor's tenant on the Platform, identified by a unique organization identifier; all Contractor records are logically isolated by Organization.

- "Platform" means solarOS's multi-tenant, software-as-a-service platform for solar and home-energy contractors, including its modules for CRM, leads, and opportunities; quoting and proposals; e-signature of Contractor sales contracts; field service, scheduling, and dispatch; projects; invoicing and payments; the homeowner customer portal; energy-system monitoring; the Marketplace; integrations; and AI Features, together with the Documentation and any updates.

- "Provider Access" means the permissioned association between an Organization and an End Customer or property record that allows the Organization to view and use that record, as described in Section 7.

- "Services" means the Platform and any related services (such as support) that solarOS provides to Contractor under this Agreement and any Order Form. "Services" excludes Third-Party Services, Direct Monitoring, and anything solarOS provides to End Customers under separate consumer terms.

- "Stripe" means Stripe, Inc. and its affiliates; "Stripe Connected Account Agreement" means Stripe's agreement governing connected accounts (which incorporates the Stripe Services Agreement at https://stripe.com/legal/ssa), available from Stripe at https://stripe.com/legal/connect-account.

- "Subscription Term" means the initial subscription period stated at signup or on an Order Form and each renewal period under Section 19.1.

- "Sub-processor List" means solarOS's then-current list of sub-processors and service providers referenced in Section 2.2.

- "Third-Party Services" means products, services, integrations, devices, and data sources not provided by solarOS, as described in Section 12.

2.2 Incorporated Documents. The following documents are part of this Agreement and are incorporated by reference. solarOS may update them as described in Section 20.3.

Incorporated document	What it covers	Location
Acceptable Use Policy (AUP)	Rules for use of the Services	https://solaros.io/acceptable-use
Privacy Policy	solarOS's own privacy practices as a business/controller	https://solaros.io/privacy
Terms of Service	Public marketing, provider-discovery, and homeowner terms (currently also contains the monitoring terms)	https://solaros.io/terms
Cookie Policy	Cookies and first-party storage	https://solaros.io/cookies
DMCA Policy	Copyright notice-and-takedown routing	https://solaros.io/dmca
Stripe Connected Account Agreement	Contractor's payment-processing relationship with Stripe	https://stripe.com/legal/connect-account
Support & SLA Terms	Support channels and hours; availability commitments (no numeric uptime SLA)	Available upon request
Data Processing Addendum (DPA)	Processing of personal data in Customer Data; sub-processors; security; breach notice	Available upon request
Sub-processor List	Current sub-processors and data recipients	Available upon request
Customer Monitoring Terms & Conditions	Consumer-facing terms for monitoring plans (currently set out within the Terms of Service at https://solaros.io/terms)	Available upon request

3. The Services; License; Authorized Users; Account Security

3.1 Provision of the Services. During each Subscription Term, solarOS will (a) make the Services available to Contractor and its Authorized Users in accordance with this Agreement, the applicable Order Form, and the Documentation; (b) provide support as described in the Support & SLA Terms; and (c) use commercially reasonable efforts to make the Platform available, subject to maintenance, dependencies on Third-Party Services, and the disclaimers in Section 16. solarOS does not commit to any numeric uptime percentage or service credits except as expressly stated in the Support & SLA Terms.

3.2 License / right of access. Subject to this Agreement and payment of Fees, solarOS grants Contractor a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term for its Authorized Users to access and use the Services, in accordance with the Documentation, solely for Contractor's internal business purposes of marketing, selling, installing, servicing, and monitoring solar and home-energy products and services for End Customers. No other rights are granted.

3.3 Authorized Users; seats and roles. (a) Access is provisioned per Authorized User seat in the quantities and roles purchased (for example, administrator, sales, field technician, or other roles described in the Documentation). (b) Credentials are personal to each

Authorized User and may not be shared. A seat may be reassigned to a replacement individual. (c) Contractor is responsible for all acts and omissions of its Authorized Users and of anyone who accesses the Services using Contractor's credentials, as if they were Contractor's own.

3.4 Contractor administrator responsibilities. Contractor will designate one or more administrators and will: (a) manage Authorized User provisioning, roles, and permissions; (b) promptly deactivate accounts of individuals who leave Contractor or no longer need access; (c) keep Organization information (legal name, contact details, license information, payment method) accurate and current; (d) configure and manage Provider Access, portal invitations, and integration connections it enables; and (e) supervise its Authorized Users' compliance with this Agreement and the AUP.

3.5 Account security. Contractor will (a) maintain the confidentiality of all credentials and API keys; (b) use the access controls made available in the Services; and (c) notify solarOS promptly at admin@solaros.io upon becoming aware of any unauthorized access to or use of Contractor's account, or any compromise of credentials. solarOS is not responsible for losses caused by unauthorized use of Contractor's account that results from Contractor's failure to safeguard credentials.

3.6 Monitoring features within the Services. The Platform includes energy-system monitoring features (telemetry ingestion via third-party aggregators and device makers, automated health checks, alerts, and email/SMS notifications). Where Contractor sells monitoring plans to End Customers ("provider-sold plans"), Contractor — not solarOS — is the seller and merchant of record for those plans, and Contractor must present End Customers with, and not contradict, the Customer Monitoring Terms & Conditions. Monitoring features require an active paid subscription tied to a property; on cancellation or suspension, monitoring and device connections are suspended while historical data is retained. Section 16.4 contains important monitoring disclaimers.

(a) No response-time commitment. solarOS does not commit to any response, review, routing, diagnostic, dispatch, or repair time for any alert, health check, notification, or monitoring event, and monitoring is not a guarantee that any condition will be detected or addressed.

(b) Device connection is the End Customer's responsibility. Monitoring depends on the End Customer authorizing, connecting, and maintaining eligible energy devices (directly or with Contractor's assistance). solarOS may send reminders and alerts intended to prompt device connection or reconnection, but solarOS is not responsible for devices that are never connected, lose connectivity, malfunction, or stop reporting, or for outages or inaccuracies of device makers, aggregators, utilities, or networks. Periods of missing telemetry or disconnected devices do not suspend, reduce, or excuse subscription fees — including Contractor's Monitored System Fees and End Customers' monitoring-plan fees — and do not extend any subscription term.

3.7 solarOS Direct Monitoring. Contractor acknowledges that solarOS may offer Direct Monitoring to homeowners (including homeowners formerly or currently served by Contractor) under separate consumer terms, with solarOS as the seller and merchant of record. Nothing in this Agreement grants Contractor any rights in, or revenue from, Direct Monitoring, and Direct Monitoring does not make solarOS a contractor, installer, or servicer.

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4. Order Forms and Plans

4.1 Plans. solarOS offers the Services in subscription tiers, with add-ons, usage allowances, and per-unit fees, as described in Exhibit A (Order Form / Plan & Fees Schedule) or, for negotiated deals, on a countersigned Order Form. Online plan selection, in-product purchases, and plan changes made through the Platform are Order Forms under this Agreement.

4.2 Order Form contents. Each Order Form should identify: the Contractor legal entity; the plan/tier; the Subscription Term and renewal terms; seat counts; included usage; Fees and billing frequency; any negotiated terms; and signature blocks if countersigned.

4.3 Upgrades and downgrades. Contractor may upgrade (additional seats, higher tiers, add-ons) at any time; upgrades take effect promptly and are billed pro-rata for the remainder of the then-current billing period. Downgrades take effect at the start of the next billing period and may result in loss of features, capacity, or data-feature access as described in the Documentation. solarOS does not provide refunds or credits for downgrades.

4.4 Affiliates. Contractor Affiliates may use the Services only if included on an Order Form or provisioned within Contractor's Organization, and Contractor remains responsible for their compliance.

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5. Fees, Billing, and Payment

5.1 Fees and billing. Contractor will pay all Fees stated in the applicable Order Form and Exhibit A. Unless otherwise stated: (a) subscription fees are billed in advance (monthly or annually, per the selected plan); (b) usage-based, metered, transaction, Monitored System, and Lead fees are billed in arrears or as incurred; and (c) Contractor authorizes solarOS and its payment processor to charge the payment method on file for all Fees when due. Fees are stated and payable in U.S. dollars and, except as expressly provided in this Agreement, are non-cancelable and non-refundable.

5.2 Auto-renewal of the subscription. Each Subscription Term automatically renews for successive periods equal to the then-current term (month-to-month for monthly plans; one year for annual plans) unless either party gives notice of non-renewal at least 30 days before the renewal date (or, for monthly plans, before the next billing date). Contractor may cancel renewal through its account settings or by notice to admin@solaros.io. Renewal is charged to the payment method on file at the then-current rates, subject to Section 5.3.

5.3 Price changes. solarOS may change Fees (including introducing new fee categories in Exhibit A) by giving Contractor at least 60 days' notice (email or in-product). Price changes take effect at the start of the next Subscription Term or billing period that begins after the notice period. If Contractor does not wish to renew at the changed price, Contractor may decline renewal under Section 5.2. Price changes do not apply mid-term to Fees fixed on a countersigned Order Form for that term.

5.4 Late payment. Amounts not paid when due accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, plus solarOS's reasonable costs of collection. solarOS may also condition future renewals on payment in advance or other assurances.

5.5 Suspension and downgrade for non-payment — graduated access. If undisputed Fees are past due, solarOS may apply the following graduated measures after notice and a 10-day opportunity to cure, proceeding through stages until the account is current:

Stage	Trigger (days past due)	Effect on access
1. Full access	0 (current)	All purchased features available
2. Degraded access	15 days	Selected features limited or disabled — for example, creation of new records, Lead purchases, AI Features, integrations, and outbound messaging — while core read/write access continues
3. Read-only access	30 days	View and export only; no new records, transactions, or messages
4. Suspended	45 days	Login disabled; data retained per Section 19

solarOS will restore access promptly after past-due amounts are paid. Suspension does not relieve Contractor of its payment obligations, and Fees continue to accrue during degraded, read-only, and suspended stages until the Agreement is terminated.

Effect on End-Customer monitoring (grace period). If Contractor's account is suspended for non-payment, monitoring for End Customers under Contractor's provider-sold plans will continue for a 30-day grace period beginning on the date of suspension, during which Contractor may cure. If the suspension is not cured by the end of the grace period, solarOS may notify affected End Customers of continuity options (and Contractor authorizes solarOS to communicate with them for this purpose), and each affected End Customer may either (a) transition to another participating provider, or (b) affirmatively opt in to monitoring provided directly by solarOS at solarOS's then-current pricing and service offering. If an affected End Customer takes no action, monitoring for that End Customer's system will cease at the end of the grace period. The End Customer-facing process is described in the Customer Monitoring Terms & Conditions.

5.6 Fee disputes. To dispute a charge in good faith, Contractor must notify solarOS at admin@solaros.io within 30 days of the invoice or charge date, with reasonable detail. The parties will work in good faith to resolve disputes; Contractor must pay all undisputed amounts when due. solarOS will not exercise Section 5.5 remedies with respect to amounts disputed in good faith under this Section while the dispute is pending.

5.7 Taxes. Fees are exclusive of taxes. Contractor is responsible for all sales, use, excise, and similar transaction taxes on its purchases under this Agreement (excluding taxes on solarOS's net income), which solarOS may collect where required. Contractor is solely responsible for determining, collecting, and remitting all taxes on Contractor's own sales to its End Customers (see Section 6.5).

6. Payments via Stripe Connect

6.1 Role of solarOS. The Platform's invoicing and payments module enables Contractor to charge its End Customers using payment processing provided by Stripe through Stripe Connect. solarOS is a technology and facilitation provider only. solarOS is not a bank, money transmitter, money services business, payment processor, payment network, or escrow agent, and solarOS does not hold Contractor's or End Customers' funds. Payment processing is provided by Stripe and governed by Contractor's agreement with Stripe.

6.2 Contractor is the merchant of record. For all charges to Contractor's End Customers initiated through the Platform, Contractor is the merchant of record. Contractor — not solarOS — is the seller of the underlying goods and services, sets its own prices, and is responsible to its End Customers for the transaction.

6.3 Stripe Connected Account Agreement. Use of the payments module requires Contractor to register for a Stripe connected account and to accept the Stripe Connected Account Agreement, including the Stripe Terms of Service it incorporates. If Contractor does not accept, or if Stripe closes or restricts Contractor's connected account, Contractor may not use (or may lose access to) the payments module. Contractor will provide accurate onboarding information and cooperate with Stripe's identity-verification ("know your customer") and compliance requirements. Stripe's processing of payment data is governed by Stripe's terms and privacy documentation; card and bank account numbers are tokenized by Stripe, and solarOS does not store full card or bank account numbers.

6.4 Platform fees via application fees. Contractor authorizes solarOS to collect its Fees — including percentage transaction/application fees, Monitored System Fees, Marketplace and Lead fees, and subscription fees, as applicable — by (a) deducting application fees from transactions processed through Contractor's connected account, and/or (b) charging Contractor's payment method on file, in each case as described in Exhibit A or the Order Form. Contractor authorizes solarOS and Stripe to debit Contractor's connected account or linked bank account for amounts Contractor owes under this Agreement, including refunds, chargebacks, and negative balances.

6.5 Contractor's payment responsibilities. As between the parties, Contractor is solely responsible for: (a) its pricing, billing descriptors, receipts, and disclosures to End Customers; (b) refunds, returns, credits, and its refund policy; (c) chargebacks, disputes, reversals, and associated fines and fees; (d) fraud and transaction monitoring for its own sales; (e) calculating, collecting, reporting, and remitting all taxes on its sales; and (f) complying with payment-network rules and laws applicable to its acceptance of payments. solarOS may pass through to Contractor any fines, penalties, or fees imposed by Stripe or payment networks arising from Contractor's transactions.

6.6 Reserves; suspension of payments features. Contractor acknowledges that Stripe (and solarOS acting on risk or compliance grounds) may withhold, reserve, or delay payouts, or suspend payment processing, consistent with the Stripe Connected Account Agreement and applicable law. solarOS may suspend Contractor's use of the payments module if solarOS reasonably believes it is being used in violation of law, network rules, the AUP, or this Agreement.

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7. Data Ownership and the Portability Model

7.1 Contractor owns Customer Data. As between solarOS and Contractor, Contractor owns all right, title, and interest in Customer Data. solarOS acquires no ownership of Customer Data under this Agreement.

7.2 License to solarOS. Contractor grants solarOS a non-exclusive, worldwide, royalty-free license to host, copy, transmit, process, display, and create derivative works of Customer Data solely as needed to (a) provide, secure, support, and improve the Services; (b) operate the Portability Model described in this Section 7; (c) comply with law; and (d) exercise rights expressly granted elsewhere in this Agreement (including Section 7.7). Processing of personal data within Customer Data is further governed by the DPA.

7.3 Multi-tenancy; platform-level records. Every record on the Platform is logically isolated by Organization. However, End Customer and property records are platform-level records: a single Homeowner or property record can be associated with different Organizations over time (or, where applicable, concurrently) through Provider Access. This design (the "Portability Model") allows a Homeowner to be served by different contractors over time without losing system history, telemetry, and service records.

7.4 Provider Access — grant and revocation. A Contractor's Provider Access to an End Customer or property record may be established when, for example, the End Customer engages Contractor, accepts an invitation or connection request, purchases through the Marketplace, or as otherwise described in the Documentation, and may be revoked by the Homeowner or terminated when the service relationship ends. Homeowners may grant and revoke Provider Access, and solarOS may modify Provider Access to give effect to a Homeowner's choices, a verified change in service provider, this Agreement, or applicable law. Contractor will not use technical means to circumvent Provider Access controls.

7.5 End of a Homeowner relationship; limited historical access. When Contractor's relationship with an End Customer ends (including by Homeowner revocation), Contractor's active Provider Access ends or is downgraded, and: (a) Contractor retains limited, read-only historical access to the records Contractor created or that were created for Contractor during its engagement — for example, quotes, proposals, invoices and payment metadata, executed Contractor sales contracts, service-visit records, project records, communications, and photos and documents Contractor uploaded — retained for seven (7) years (or longer where law requires), for legitimate business purposes such as recordkeeping, accounting and tax, warranty service obligations, insurance, licensing compliance, and the defense or prosecution of legal claims, and not for marketing to, or re-soliciting, the End Customer except as permitted by law and the End Customer's own consents; (b) the End Customer's platform-level record, telemetry, and service history persist on the Platform and may become accessible to a successor contractor that obtains Provider Access; and (c) a successor contractor that obtains Provider Access can see property and system information needed to serve the Homeowner — for example, system specifications, installed equipment, service and monitoring history, and energy telemetry — but not the prior Contractor's proprietary pricing, quotes, margins, internal notes, or other Contractor Business Data, as further described in the Documentation.

7.6 Persistence of End-Customer Data. Contractor acknowledges and agrees that End-Customer Data and Homeowner history persist on the Platform independent of Contractor's subscription, and that termination of this Agreement does not require solarOS to delete platform-level End Customer records, which remain subject to Homeowners' rights, the Privacy Policy, the Customer Monitoring Terms & Conditions, and applicable law. Deletion and retention of Customer Data on termination are addressed in Section 19.5 and the DPA.

7.7 Roles under privacy laws. As described in the DPA: (a) for personal data that Contractor submits to the Platform, solarOS acts as Contractor's processor / service provider and will process such data per Contractor's instructions as set out in the DPA; and (b) solarOS acts as a business / controller for data it collects and uses for its own purposes — for example, its own visitor, marketing, and account data, Marketplace and Lead operations, and Direct Monitoring — as described in the Privacy Policy. To the extent of a conflict between this Agreement and the DPA regarding processing of personal data, the DPA controls.

7.8 Aggregated and de-identified data. solarOS may create and use data that is aggregated or de-identified such that it does not identify Contractor, any Authorized User, or any End Customer, for lawful business purposes, including operating, benchmarking, and improving the Services. solarOS will not re-identify de-identified data and will maintain it in de-identified form as required by applicable law.

7.9 Contractor data obligations. Contractor is responsible for the accuracy, quality, and lawfulness of Customer Data and the means by which it was acquired. Contractor will (a) provide all privacy notices and obtain all consents and authorizations required for Contractor's collection and submission of End-Customer Data to the Platform (including precise geolocation of properties and energy telemetry); (b) not submit data it lacks the right to submit; and (c) not submit Social Security numbers, dates of birth, payment-card primary account numbers, bank account numbers, protected health information, or other sensitive data the Services are not designed to handle, except as expressly contemplated by the Documentation (for example, financing applications are transmitted to third-party lenders and are not stored by solarOS — see Section 12.3).

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8. Marketplace and Leads

8.1 Marketplace participation. solarOS may publish a public provider-discovery Marketplace through which Homeowners can discover and connect with contractors. If Contractor elects to participate, Contractor authorizes solarOS to display Contractor's profile information (see Section 9.4) and to route Homeowner inquiries to Contractor. solarOS may establish eligibility, ranking, placement, and quality criteria for the Marketplace and may change or discontinue Marketplace features. solarOS does not guarantee any placement, ranking, visibility, or volume of inquiries.

8.2 Leads. solarOS may offer, generate, resell, and sell Leads to Contractor at the prices and on the terms in Exhibit A or at the point of purchase. Unless expressly stated at the point of purchase, Leads are provided on a non-exclusive basis and may be offered to more than one contractor. Lead fees are earned on delivery and are non-refundable except as provided in Section 8.4.

8.3 Contractor's obligations when using Leads. Contractor will use Leads solely for its own internal business purpose of contacting the prospective End Customer about the products and services the Lead relates to. Contractor will not resell, share, publish, or transfer Leads. When contacting Leads or any End Customer, Contractor is solely responsible for compliance with all applicable laws and rules, including: the Telephone Consumer Protection Act (TCPA) and FCC rules (including consent requirements for autodialed or prerecorded calls and texts); the Telemarketing Sales Rule; federal and state Do-Not-Call registries and Contractor's own internal do-not-call list; state telemarketing and solicitation laws (including registration, call-time, and disclosure requirements); CAN-SPAM; CTIA Messaging Principles and Best Practices; and state consumer-protection and home-solicitation laws. Contractor is responsible for confirming that it has a lawful basis and all required consents for each outreach channel it uses; solarOS makes no representation that any Lead has

provided consent sufficient for any particular form of outreach by Contractor unless expressly stated in writing at the point of sale (and, where solarOS captures consent at Lead intake, solarOS will make available to Contractor the related consent metadata it holds — for example, timestamp, the form or disclosure language presented, originating source/IP, and applicable state — which Contractor must independently assess for sufficiency for its intended outreach). Contractor will promptly honor opt-out requests and maintain records of consents and opt-outs as required by law.

8.4 Lead-quality disputes. Contractor may dispute a Lead within 5 business days of delivery by submitting a dispute through the Platform or to admin@solaros.io, identifying the Lead and the reason. Qualifying reasons are limited to: invalid or disconnected contact information; the consumer denies submitting an inquiry; the property is outside the service area or project type stated at purchase; a duplicate of a Lead delivered to Contractor within the prior 30 days; or other criteria stated at the point of sale. solarOS will review disputes in good faith and, where it confirms a qualifying defect, will issue a replacement Lead or a credit of the Lead fee, at solarOS's option. Replacement or credit is Contractor's sole and exclusive remedy for Lead-quality issues.

8.5 No guarantees. solarOS does not warrant or guarantee Lead volume, frequency, accuracy, exclusivity, contactability, qualification, or conversion, or that any Lead will result in an appointment, sale, or revenue. Contractor's purchase decisions are its own.

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9. Contractor Responsibilities and Representations

9.1 Licensing and qualifications. Contractor represents, warrants, and covenants that it holds, and will maintain throughout the term, all contractor, home-improvement, electrical, and other licenses, registrations, permits, bonds, and insurance required by applicable law for the business it conducts and the work it sells and performs, in each jurisdiction where it operates, and that its Authorized Users hold any individually required qualifications. Contractor will provide evidence of licensure on solarOS's reasonable request and will promptly notify solarOS if any required license lapses, is suspended, or is revoked.

9.2 solarOS is not a contractor and is not a party to Contractor's customer agreements. solarOS is a software and marketplace provider. solarOS is not a licensed contractor, electrician, or home-improvement contractor; is not a party to any agreement between Contractor and an End Customer; does not supervise, direct, or control Contractor's work; and makes no representation or warranty regarding Contractor's licensure, qualifications, workmanship, pricing, or performance. Nothing in the Services — including Marketplace listings, Lead routing, proposal templates, e-signature workflows, or monitoring alerts — is an endorsement of Contractor, an assumption of responsibility for Contractor's work, or the practice of engineering or any licensed trade.

9.3 Contractor's customer contracts and consumer-law compliance. Contractor is solely responsible for: (a) its agreements with End Customers, including their content, legality, enforceability, and any required disclosures (such as home-improvement contract requirements, three-day or other cancellation rights, financing and cost disclosures, lien notices, and warranty terms); (b) compliance with all consumer-protection, home-solicitation, door-to-door sales, home-improvement, and licensing laws applicable to its sales practices; (c) if Contractor uses the Platform's e-signature features for its own customer contracts, satisfying its own ESIGN/UETA obligations to its consumers (including consumer-consent disclosures and record-retention); and (d) the performance, quality, and safety of all work it sells or performs.

9.4 Public profile and marketing claims. Contractor is responsible for the accuracy and lawfulness of its Marketplace profile and all content, claims, photos, reviews-related conduct, license numbers, and statements it provides or publishes through the Services. Contractor will not make false, deceptive, or unsubstantiated claims (including savings, production, tax-credit, or incentive claims) and will include license identifiers in advertising where required by law.

9.5 Communications compliance (email, SMS, calls). Contractor is the sender and initiator of communications it composes or causes to be sent through the Services (including via integrated email and SMS providers). Contractor will: (a) obtain, document, and maintain all consents required for each channel and message type (including prior express written consent where required under the TCPA for marketing texts or calls using regulated technology); (b) comply with CAN-SPAM, the TCPA, FCC rules, the Telemarketing Sales Rule, state mini-TCPA and telemarketing laws, and the CTIA Messaging Principles, including required sender identification and opt-out mechanisms; (c) cooperate with carrier and 10DLC registration requirements applicable to its messaging programs through the Platform; (d) honor opt-outs promptly (including STOP for SMS) and not message individuals who have opted out; and (e) not send messages outside lawful calling/texting windows. solarOS may throttle, block, or suspend messaging that it reasonably believes violates law, carrier requirements, or the AUP.

9.6 Financing. The Platform may transmit financing applications to third-party lenders selected by Contractor or its End Customers. solarOS is not a lender, loan broker, credit-services organization, or creditor; does not arrange, underwrite, or guarantee financing; and

does not store applicants' Social Security numbers or dates of birth. Contractor is solely responsible for its conduct in connection with financing (including any required licenses, fair-lending and disclosure obligations, and compliance with lender program rules).

9.7 Provider-sold monitoring plans. If Contractor sells monitoring plans to End Customers: (a) Contractor is the seller and merchant of record; (b) Contractor will present the End Customer with the Customer Monitoring Terms & Conditions (or terms at least as protective of solarOS) and will not make representations about monitoring beyond those terms — in particular, Contractor will not describe monitoring as an emergency, safety, fire, or security service or as a guarantee that faults, underperformance, or outages will be detected or prevented; (c) Contractor is responsible for its own subscription-billing compliance for consumer sales, including automatic-renewal and negative-option laws (such as California's Automatic Renewal Law and the FTC's negative-option requirements), cancellation mechanisms, and refunds; and (d) Contractor will promptly relay to affected End Customers any monitoring-related notices solarOS asks it to relay.

9.8 General legal compliance. Contractor will comply with all laws applicable to its use of the Services and its business, including privacy and data-security laws, employment laws as to its own personnel, and U.S. export-control and sanctions laws (Contractor will not use the Services if it is subject to U.S. sanctions or located in an embargoed jurisdiction).

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10. Acceptable Use; Suspension

10.1 AUP. Contractor and its Authorized Users must comply with the Acceptable Use Policy (https://solaros.io/acceptable-use), which is incorporated into this Agreement. The AUP addresses, among other things, prohibited content and conduct, security and abuse rules, messaging rules, and fair-use limits.

10.2 Suspension rights. In addition to Section 5.5 (non-payment), solarOS may suspend or limit access to all or part of the Services (with notice where practicable, and otherwise with prompt notice after the fact) if solarOS reasonably determines that: (a) Contractor or an Authorized User has materially breached the AUP or this Agreement; (b) Contractor's use poses a security risk to the Services or others, or could expose solarOS to liability or harm; (c) suspension is required by law, a carrier, a payment network, or a Third-Party Service; or (d) the account is being used fraudulently or by an unauthorized party. solarOS will tailor any suspension in scope and duration to the circumstances and will restore access when the cause is resolved. Fees continue to accrue during suspensions caused by Contractor.

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11. AI Features

11.1 Nature of AI Features. The Services include AI-assisted features that may generate content, summaries, suggestions, drafts, classifications, or predictions ("Outputs") from inputs provided by Contractor or drawn from Customer Data ("Inputs"). AI Features are provided as a convenience and productivity aid.

11.2 Outputs may be wrong. Outputs are generated by probabilistic models and may be inaccurate, incomplete, outdated, or misleading, and may not reflect Contractor's data or applicable law. Outputs are not professional, legal, engineering, electrical, structural, financial, tax, or safety advice, and are not a substitute for the judgment of qualified professionals.

11.3 Contractor review required. Contractor must review and validate Outputs before relying on them or sending them to End Customers or third parties. Contractor is solely responsible for any Output it adopts, uses, relies on, publishes, or sends — including proposals, savings or production estimates, contract language, and customer communications generated with AI assistance — to the same extent as if Contractor had authored it.

11.4 Processing by third-party AI providers. Inputs and Outputs may be processed by third-party AI providers identified on the Sub-processor List (currently including Anthropic) in order to provide the AI Features, as described in the Privacy Policy and the DPA. Contractor should not submit data to AI Features that it lacks the right to submit (see Sections 7.9 and 14).

11.5 Changes; availability. AI Features may be added, changed, suspended, or removed, and may be subject to usage limits in Exhibit A or the Documentation. Some AI Features may be Beta Features under Section 20.1.

11.6 No exclusivity of Outputs. Given the nature of machine-generated content, Outputs may not be unique to Contractor, and similar or identical outputs may be generated for others. As between the parties and to the extent permitted by law, solarOS assigns to Contractor any right solarOS may hold in Outputs generated for Contractor, subject to solarOS's underlying rights in the Services and models.

12. Third-Party Services and Integrations

12.1 Third-Party Services generally. The Services interoperate with products and services that solarOS does not control, including (without limitation) Stripe (payments), Intuit/QuickBooks (accounting sync), Salesforce (CRM sync, where configured by Contractor), Dropbox Sign (e-signature), Twilio (SMS), Resend (email), Texture and device makers (Enphase, Tesla, SolarEdge, Emporia, and similar) (monitoring data), Google Maps/Places (addresses, geolocation), and third-party lenders. Third-Party Services are governed solely by their own terms and privacy policies, and Contractor (or the End Customer, as applicable) is responsible for accepting and complying with them.

12.2 Enabling integrations. When Contractor (or a Homeowner, for device connections) enables an integration, Contractor authorizes solarOS to exchange data with the Third-Party Service as needed to provide the integration. Contractor is responsible for the integrations it configures, including field mappings and the lawfulness of data flows to systems Contractor controls (for example, its own Salesforce or QuickBooks instance).

12.3 Financing data flows. Financing applications are transmitted to the applicable third-party lender(s); solarOS does not act as lender or broker and does not store SSNs or dates of birth (see Section 9.6).

12.4 No responsibility for Third-Party Services. solarOS is not responsible for Third-Party Services — including their availability, accuracy (for example, device telemetry accuracy), security, or continued interoperability — and a Third-Party Service's change, outage, or termination of access is not a breach by solarOS. solarOS will use commercially reasonable efforts to provide notice of material integration discontinuations where practicable.

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13. Intellectual Property; Feedback; Branding; Content License

13.1 solarOS IP. solarOS and its licensors own all right, title, and interest in and to the Services, the Platform, the Documentation, all underlying software, models, interfaces, and designs, all usage and operational data about the Services (excluding Customer Data), and all improvements and derivatives of the foregoing, including all intellectual-property rights. Except for the limited access right in Section 3.2, no rights are granted by implication, estoppel, or otherwise.

13.2 Restrictions. Contractor will not (and will not permit anyone to): copy, modify, or create derivative works of the Services; reverse engineer, decompile, or attempt to extract source code or models (except to the extent a law prohibits this restriction); rent, resell, sublicense, or provide the Services to third parties as a service bureau; access the Services to build a competing product; circumvent usage limits, security, or tenancy controls; or use the Services other than per the Documentation and AUP.

13.3 Feedback. If Contractor or an Authorized User provides suggestions, ideas, or other feedback about the Services, solarOS may use it without restriction or obligation, and Contractor grants solarOS a perpetual, irrevocable, worldwide, royalty-free license to use and exploit such feedback (without identifying Contractor as its source absent consent).

13.4 Contractor content license. Contractor grants solarOS a non-exclusive, worldwide, royalty-free license to use, host, reproduce, display, and distribute Contractor's name, logo, profile content, and other content Contractor submits, solely to operate the Services as Contractor has configured them — for example, displaying Contractor's branding in its proposals, customer portal, Marketplace profile, and communications sent on Contractor's behalf. This license ends when the content is removed or the Agreement terminates, except as needed for records described in Section 19.5.

13.5 Publicity. solarOS may identify Contractor as a customer, using Contractor's name and logo, in customer lists and marketing materials, subject to any brand guidelines Contractor provides and to Contractor's right to revoke this permission on written notice (after which solarOS will stop new uses within a reasonable period). Neither party will otherwise issue a press release or public statement about the other without prior written consent. This Section does not limit either party's references permitted by law.

13.6 solarOS branding. Contractor may not remove or obscure solarOS-required notices or branding within the Services.

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14. Confidentiality

14.1 Definition. "Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") under this Agreement that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances. solarOS's Confidential Information includes the Services' non-public features, security information, and pricing; Contractor's Confidential Information includes Customer Data.

14.2 Exclusions. Confidential Information does not include information that: (a) is or becomes generally known to the public without breach by the Recipient; (b) was known to the Recipient without restriction before disclosure; (c) is independently developed by the Recipient without use of the Discloser's Confidential Information; or (d) is rightfully received from a third party without duty of confidentiality.

14.3 Obligations. The Recipient will: (a) use the Discloser's Confidential Information only to exercise rights and perform obligations under this Agreement; (b) protect it using at least reasonable care; and (c) limit access to personnel, Affiliates, advisors, and subcontractors who need it and are bound by confidentiality duties at least as protective (solarOS's sub-processors are addressed in the DPA and Sub-processor List).

14.4 Compelled disclosure. The Recipient may disclose Confidential Information as required by law or legal process, provided it gives prompt notice (where legally permitted) and reasonable cooperation so the Discloser may seek protective treatment.

14.5 Duration; remedies. Confidentiality obligations survive for 3 years after termination, except for trade secrets, which remain protected for as long as they qualify as trade secrets. Breach of this Section may cause irreparable harm, and the Discloser may seek injunctive relief (see Section 21.4) in addition to other remedies.

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15. Data Protection and Security

15.1 DPA. The DPA is incorporated into this Agreement and governs solarOS's processing of personal data contained in Customer Data, including processing instructions, sub-processor terms (see the Sub-processor List), assistance with data-subject and consumer-rights requests, and deletion/return.

15.2 Security program. solarOS maintains an information-security program with industry-standard administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, and destruction, as further described in the DPA. solarOS does not promise any specific certification or audit standard in this Agreement; any security documentation solarOS makes available is provided for information.

15.3 Hosting location. The Services are hosted, and Customer Data is stored, in the United States (see the Sub-processor List for current hosting and storage providers).

15.4 Security incidents. If solarOS becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data in Customer Data, solarOS will notify Contractor without undue delay and, in any event, within 72 hours after solarOS confirms the incident, provide information reasonably available to solarOS to assist Contractor's own legal obligations (including state breach-notification laws), and take reasonable steps to contain and remediate the incident, all as further described in the DPA. solarOS's notice is not an admission of fault.

15.5 Contractor's role. Contractor is the party with the direct relationship with its End Customers and, as between the parties, is responsible for determining whether and how to notify its End Customers and regulators where Contractor is the business/controller of affected data, except where law imposes the obligation directly on solarOS.

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16. Warranties and Disclaimers

16.1 Mutual warranties. Each party represents and warrants that it is validly existing, that this Agreement has been duly accepted by an authorized person, and that its performance will not violate any other agreement binding on it.

16.2 Services provided "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES, DOCUMENTATION, LEADS, AI FEATURES, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." SOLAROS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

16.3 Availability — best efforts only. solarOS will use commercially reasonable, good-faith efforts to keep the Platform available, but solarOS does not warrant that the Services will be uninterrupted, timely, secure, or error-free, and solarOS makes no numeric uptime commitment and offers no service credits except as expressly stated in the Support & SLA Terms. Availability depends in part on Third-Party Services, networks, carriers, and devices outside solarOS's control.

16.4 Monitoring disclaimers. WITHOUT LIMITING SECTION 16.2: (a) THE MONITORING FEATURES ARE NOT AN EMERGENCY, SAFETY, FIRE, LIFE-SAFETY, OR SECURITY SERVICE AND ARE NOT A SUBSTITUTE FOR ANY SUCH SERVICE; (b) SOLAROS DOES NOT WARRANT OR GUARANTEE THAT ANY FAULT, DEFECT, UNDERPERFORMANCE, OUTAGE, OR UNSAFE CONDITION WILL BE DETECTED, REPORTED, DIAGNOSED, OR PREVENTED, OR THAT ALERTS OR NOTIFICATIONS WILL BE GENERATED, DELIVERED, OR TIMELY; (c) MONITORING DEPENDS ON THIRD-PARTY DEVICES, AGGREGATORS, NETWORKS, AND DATA FEEDS THAT MAY BE UNAVAILABLE OR INACCURATE; (d) SOLAROS MAKES NO COMMITMENT AS TO ANY RESPONSE, REVIEW, ROUTING, DIAGNOSTIC, DISPATCH, OR REPAIR TIME FOR ANY ALERT, NOTIFICATION, OR MONITORING EVENT; AND (e) DEVICE CONNECTION AND CONNECTIVITY ARE THE RESPONSIBILITY OF THE END CUSTOMER (WITH CONTRACTOR'S ASSISTANCE WHERE APPLICABLE) — SOLAROS MAY ATTEMPT TO PROMPT CONNECTION OR RECONNECTION BUT IS NOT RESPONSIBLE FOR UNCONNECTED, DISCONNECTED, MALFUNCTIONING, OR NON-REPORTING DEVICES, AND MISSING TELEMETRY DOES NOT SUSPEND OR EXCUSE ANY SUBSCRIPTION FEES (SECTION 3.6).

16.5 Leads and AI. Sections 8.5 (Leads) and 11 (AI Features) state additional disclaimers, which are part of this Section 16.

16.6 Third-Party Services. solarOS makes no warranty regarding Third-Party Services, including device telemetry accuracy, lender decisions, e-signature validity for Contractor's own contracts, or payment processing by Stripe.

16.7 State-law note. Some jurisdictions limit disclaimers of implied warranties; in those jurisdictions, the above disclaimers apply to the maximum extent permitted.

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17. Indemnification

17.1 By solarOS (IP infringement). solarOS will defend Contractor against any third-party claim alleging that the Platform, as provided by solarOS and used as permitted under this Agreement, infringes a U.S. patent, copyright, or trademark, or misappropriates a trade secret, and will indemnify Contractor against damages, costs, and reasonable attorneys' fees finally awarded against Contractor (or agreed in settlement by solarOS) for such claim. If the Platform is, or in solarOS's opinion is likely to become, the subject of such a claim, solarOS may at its option and expense (a) procure the right for Contractor to continue using it, (b) modify or replace it to be non-infringing without material loss of functionality, or (c) terminate the affected Services and refund prepaid, unused Fees for the terminated portion. solarOS has no obligation for claims arising from: Customer Data; Third-Party Services; combinations of the Platform with items not provided by solarOS; modifications not made by solarOS; use in violation of this Agreement or the Documentation; or use after solarOS provided a non-infringing alternative. This Section 17.1 states solarOS's entire liability, and Contractor's exclusive remedy, for infringement claims.

17.2 By Contractor. Contractor will defend solarOS, its Affiliates, and their officers, directors, employees, and agents against any third-party claim (including by an End Customer, a regulator acting on third-party complaints, a carrier, or a payment network) arising out of or relating to: (a) Contractor's products and services, including the design, marketing, sale, financing, installation, maintenance, repair, or removal of energy systems, and any property damage, personal injury, or workmanship issue; (b) Contractor's agreements with, and conduct toward, End Customers, including consumer-protection, home-improvement, and licensing claims; (c) Customer Data and Contractor's profile, content, advertising, and claims; (d) Contractor's communications and outreach (calls, texts, emails), including claims under the TCPA, the Telemarketing Sales Rule, CAN-SPAM, do-not-call laws, and state telemarketing or privacy laws, and Contractor's use of Leads; (e) Contractor's failure to hold required licenses, permits, bonds, or insurance; (f) Contractor's taxes, refunds, chargebacks, and payment transactions for which Contractor is the merchant of record; and (g) Contractor's use of the Services in violation of law, the AUP, or this Agreement — and Contractor will indemnify the indemnified parties against damages, penalties, fines, costs, and reasonable attorneys' fees finally awarded (or agreed in settlement by Contractor) for such claims.

17.3 Procedure. The indemnified party must give the indemnifying party prompt written notice of the claim (delay excuses obligations only to the extent of resulting prejudice), sole control of the defense and settlement (provided any settlement that imposes non-monetary obligations or admissions on the indemnified party requires its consent, not unreasonably withheld), and reasonable cooperation at the indemnifying party's expense. The indemnified party may participate with its own counsel at its own cost.

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18. Limitation of Liability

18.1 No indirect damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST BUSINESS OR GOODWILL, OR LOSS OR CORRUPTION OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 Liability cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CONTRACTOR TO SOLAROS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

18.3 Exclusions from the limits. Sections 18.1 and 18.2 do not apply to: (a) Contractor's obligations to pay Fees; (b) a party's indemnification obligations under Section 17; (c) Contractor's breach of Sections 8.3 or 9.5 (communications and Lead-outreach compliance) or of Section 13.2 (restrictions); (d) a party's gross negligence, willful misconduct, or fraud; or (e) liability that cannot be limited under applicable law.

18.4 Allocation of risk. The parties agree that this Section 18 reflects a reasonable allocation of risk reflected in the pricing, that the Services are not priced to insure Contractor's business operations, and that these limits apply even if a limited remedy fails of its essential purpose. Each limitation applies separately, and these limits apply in aggregate across all claims and theories.

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19. Term, Termination, and Suspension; Data Export

19.1 Term. This Agreement starts on the Effective Date and continues while any Subscription Term or Order Form is in effect. Each Subscription Term renews as described in Section 5.2 unless timely notice of non-renewal is given.

19.2 Termination for cause. Either party may terminate this Agreement (or the affected Order Form) by notice if the other party: (a) materially breaches this Agreement and fails to cure within 30 days after written notice (10 days for payment breaches); or (b) becomes subject to bankruptcy, insolvency, receivership, or assignment for the benefit of creditors that is not dismissed within 60 days.

19.3 Termination for convenience. Contractor may elect not to renew under Section 5.2, effective at the end of the then-current Subscription Term; mid-term termination for convenience by Contractor is not permitted unless stated on an Order Form, and prepaid Fees are non-refundable. solarOS may terminate this Agreement or any Service for convenience on at least 60 days' notice, in which case solarOS will refund prepaid, unused Fees for the period after the termination date.

19.4 Effect of termination. Upon expiration or termination: (a) Contractor's access rights end (subject to Section 19.5); (b) Fees accrued through the termination date are immediately due; (c) each party will return or stop using the other's Confidential Information (subject to legal retention rights); and (d) sections that by their nature should survive do survive, including Sections 5 (as to accrued amounts), 6.5, 7.5–7.8, 8.3 (as to Leads already delivered), 13–18, 19.4–19.6, and 21.

19.5 Data export window; deletion. For 60 days after expiration or termination (the "Export Window"), solarOS will make available to Contractor, through the Platform's data-export capability or another commercially reasonable method, the ability to export Customer Data in machine-readable formats (CSV or JSON), together with stored files and uploaded documents where reasonably exportable. After the Export Window, solarOS will delete or de-identify Customer Data in Contractor's Organization in the ordinary course in accordance with the DPA and solarOS's then-current retention schedule (retention periods available upon request), except that: (a) platform-level End-Customer Data and Homeowner history persist under the Portability Model (Section 7.6) and remain subject to Homeowner rights and the Privacy Policy; (b) solarOS may retain data as required by law, for billing and tax records, and for backup media that ages out in the ordinary course; and (c) Contractor's limited historical access under Section 7.5, if any, may require maintaining an active account or other arrangement with solarOS, and if Contractor has no account it may request copies of its records as described in the DPA.

19.6 Suspension not termination. Suspension under Sections 5.5 or 10.2 does not terminate this Agreement, and solarOS's rights under this Section 19 are in addition to its suspension rights.

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20. Beta Features; Changes to the Services and this Agreement

20.1 Beta Features. solarOS may offer Beta Features, which are optional, may be modified or discontinued at any time, may be subject to additional terms, and may be less reliable or secure than generally available features. BETA FEATURES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY, INDEMNITY, OR SUPPORT COMMITMENT, and solarOS's total liability arising from Beta Features will not exceed US $100. Contractor should not rely on Beta Features for production-critical work and should not submit sensitive data to them beyond what the Documentation contemplates.

20.2 Changes to the Services. solarOS may modify the Services from time to time (including to add or remove features). solarOS will not materially decrease the core functionality of the paid Services purchased by Contractor during a paid Subscription Term. solarOS will provide reasonable notice of material adverse changes where practicable.

20.3 Changes to this Agreement and incorporated policies. solarOS may update this Agreement and the incorporated policies (Section 2.2) from time to time. For material changes, solarOS will give at least 30 days' notice by email to the account owner and/or in-product notice. Changes take effect on the date stated in the notice; Contractor's continued use of the Services after the effective date constitutes acceptance. If a material change is adverse to Contractor, Contractor may, as its exclusive remedy, decline renewal or terminate the affected Services effective as of the change's effective date by notice within the notice period, and solarOS will refund prepaid, unused Fees for the terminated period. For terms fixed in a countersigned Order Form, changes do not apply until the next renewal of that Order Form, except changes required by law or applicable to new features Contractor elects to use.

20.4 Beta platform. Contractor acknowledges that the solarOS platform as a whole is offered as a beta / early-access product. Features, integrations, supported devices and providers, service areas, availability, and pricing are under active development and may change, be added, be limited, or be discontinued at any time, subject to the notice provisions of Sections 5.3 (price changes), 20.2 (Service changes), and 20.3 (Agreement changes). solarOS does not promise that any particular feature, integration, provider, or service area will remain available, and this Section 20.4 is in addition to the disclaimers in Section 16.

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21. Governing Law; Dispute Resolution; General Terms

21.1 Governing law. This Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules. The Federal Arbitration Act governs Section 21.2. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

21.2 Binding individual arbitration. Except as provided in Sections 21.3 and 21.4, any dispute, claim, or controversy arising out of or relating to this Agreement or the Services (including formation, breach, termination, validity, and the scope of this arbitration provision, which the parties delegate to the arbitrator) will be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (including the Expedited Procedures where they apply), as modified by this Agreement. The arbitration will be conducted by a single arbitrator, in English, with its seat in the county and state of Contractor's principal place of business. The arbitrator may award any relief available in court under applicable law, but only in favor of the individual party seeking relief and only as necessary to resolve that party's individual claim. Judgment on the award may be entered in any court of competent jurisdiction. Each party bears its own attorneys' fees and costs except where the applicable rules or law provide otherwise; administrator fees are allocated per the administrator's rules. If 25 or more similar demands for arbitration are asserted against a party by or with the assistance of the same or coordinated counsel, the parties agree the AAA Mass Arbitration Supplementary Rules (and any applicable AAA mass-filing fee schedule) apply.

21.3 CLASS ACTION AND CLASS ARBITRATION WAIVER. EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS-WIDE OR COLLECTIVE ARBITRATION, OR REPRESENTATIVE OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. Disputes will be arbitrated only on an individual basis, and the arbitrator may not consolidate more than one party's claims absent all parties' consent. If this waiver is held unenforceable as to a particular claim, that claim (and only that claim) must proceed in court, and the remainder of Section 21.2 remains in effect.

21.4 Carve-outs. Either party may (a) bring an individual claim in small-claims court if it qualifies; and (b) seek temporary, preliminary, or permanent injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property, Confidential Information, or the security and integrity of the Services, without waiving arbitration of the underlying merits. For any claim not subject to arbitration, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware, and waive objections to that venue. EACH PARTY WAIVES TRIAL BY JURY for matters properly before a court, to the extent permitted by law.

21.5 Notices. Legal notices to solarOS must be sent to solarOS Inc., Attn: Legal, 1736 Corporate Circle, Petaluma, CA 94954, and by email to admin@solaros.io, and are effective on receipt. solarOS may give Contractor notice by email to the account owner's address

on file, by in-product notice, or by mail to Contractor's address on file; email and in-product notices are effective when sent or posted. Contractor is responsible for keeping its contact information current.

21.6 Assignment. Contractor may not assign or transfer this Agreement, by operation of law or otherwise, without solarOS's prior written consent (not to be unreasonably withheld), except to a successor in connection with a merger, acquisition, or sale of substantially all assets that is not a competitor of solarOS, upon notice. solarOS may assign this Agreement to an Affiliate or to a successor in connection with a merger, acquisition, reorganization, or sale of assets. Any other attempted assignment is void.

21.7 Force majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, fire, flood, epidemics, war, terrorism, civil unrest, labor disputes, governmental action, utility or internet failures, carrier or Third-Party Service outages, and denial-of-service or similar attacks, provided the affected party uses reasonable efforts to mitigate.

21.8 Relationship of the parties. The parties are independent contractors. This Agreement does not create a partnership, joint venture, franchise, fiduciary, employment, or agency relationship. Neither party may bind the other.

21.9 No third-party beneficiaries. This Agreement is for the benefit of the parties only. There are no third-party beneficiaries, except that (a) solarOS's Affiliates and the indemnified parties under Section 17.2 may enforce the provisions written for their benefit, and (b) Stripe is an intended third-party beneficiary of Section 6 (Payments via Stripe Connect) and may enforce its terms.

21.10 Severability; waiver. If a provision is held unenforceable, it will be enforced to the maximum extent permissible and the remainder will remain in effect (subject to Section 21.3's blow-up rule for the class waiver). A waiver must be in writing; failure to enforce is not a waiver.

21.11 Interpretation. Headings are for convenience. "Including" means "including without limitation." No drafting presumption applies against either party.

21.12 Counterparts; e-signature. An Order Form may be executed in counterparts, including by electronic signature, each of which is deemed an original.

21.13 Entire agreement. This Agreement (including Order Forms, Exhibit A, and the documents incorporated under Section 2.2) is the parties' entire agreement regarding its subject matter and supersedes all prior and contemporaneous agreements, proposals, and representations on that subject. Terms in Contractor's purchase orders, vendor forms, or click-wrap portals are void and have no effect even if acknowledged or processed.

21.14 Order of precedence. If there is a conflict, the following order controls: (1) the applicable countersigned Order Form; (2) this Agreement; (3) the incorporated policies (Section 2.2) — except that (a) the DPA controls over this Agreement as to the processing of personal data, and (b) no Order Form amends this Agreement unless it states the amended section expressly.

Exhibit A — Order Form / Plan & Fees Schedule

This Exhibit states solarOS's current plans and fees for the beta / early-access platform. Fees, plans, and availability are subject to change as described in Sections 5.3, 20.2, 20.3, and 20.4. A countersigned Order Form may modify this Exhibit for a given Contractor. Current public pricing is published at https://solaros.io/contractors.

A-1. Order Form details (for countersigned deals)

Field	Entry
Contractor legal name	_____
Contractor address / notice email	_____
solarOS entity	solarOS Inc.
Order Form effective date	_____
Initial Subscription Term	Month-to-month 12 months
Renewal term	Same as initial Month-to-month

Plan | Starter Growth Enterprise

Negotiated terms | _____

Signatures | solarOS: _____ Contractor: _____

A-2. Subscription plans

solarOS currently offers Starter and Growth plans to Contractors, with Enterprise available by negotiation. Public plans may be billed monthly or annually, and Enterprise terms are assigned by solarOS.

Plan	Price	What's included
Starter	$79/month effective when billed annually or $95/month when billed monthly	Core CRM, quoting, scheduling/dispatch, billing, customer-portal workflows, 75 quotes/month, 10 sent agreements/month, and 1 technician. Additional technicians and agreement overages are billed as described below.
Growth	$399/month effective when billed annually or $475/month when billed monthly	Everything in Starter, with 500 quotes/month, 60 sent agreements/month, and 5 technicians. Additional technicians and agreement overages are billed as described below.
Enterprise	Custom	Platform-assigned terms negotiated for territory, integrations, rollout, volume, and support needs, on a countersigned Order Form. Technicians, quotes, and agreements are included based on negotiated pricing and volume.

Annual billing is billed annually in advance. Monthly billing is billed monthly in advance. Included quotes are allotted per monthly usage period, which begins on the day of the month your paid subscription started and resets each month regardless of whether you pay monthly or annually. Unless pay-per-quote overages are enabled for your account, quote creation pauses once the period's included quotes are used and resumes at the next period or upon moving to a higher tier. Where pay-per-quote overages are enabled (on request, or as stated on your Order Form), each staff- or API-created quote beyond the included allotment is charged at the Additional quotes rate below, invoiced automatically to your payment method on file in blocks of 50 overage quotes and for any remainder at the end of the usage period. Overage charges apply to quotes created, whether or not they are sent or accepted. Quotes your customers generate through Quote Offers are charged as described in A-5.

Usage item	Starter	Growth	Enterprise
Additional technicians	$16/technician/month effective when billed annually	$16/technician/month effective when billed annually	Negotiated
Additional quotes (pay-per-quote, opt-in)	$1.50/quote after 75 per period	$1.00/quote after 500 per period	Negotiated
Sent agreement overage	$3.50/agreement after 10/month	$2.90/agreement after 60/month	Negotiated

A-3. Transaction and application fees (payments module)

Fee	Basis	Amount
Platform transaction/application fee	Each End-Customer payment processed through solarOS via Stripe Connect (collected as a Stripe application fee)	0.60% of the transaction amount, plus Stripe's own processing fees
Stripe processing fees	Per Stripe's pricing; charged to Contractor's connected account	Pass-through per Stripe
Chargebacks/disputes	Per occurrence	Pass-through of Stripe/network fees and fines (Section 6.5)

A-4. Monitored System Fees

Fee	Basis	Amount

Monitored System Fee	Per active Monitored System per month	$9 per monitored site per month
"Active" definition	A system with an active monitoring subscription tied to a property during any part of the month, regardless of device connectivity (Section 3.6(b))	—

A-5. Marketplace and Lead fees

Item	How it works	Amount
Accepted Leads	Optional add-on. solarOS may offer Leads to Contractor, which Contractor may accept or decline. Pricing varies with market conditions and is presented at the time each Lead is offered; Contractor pays only for Leads it accepts.	Market-based; shown at the point of offer/acceptance
Marketplace participation	Provider-discovery listing and routing	Included with the plan

A-6. Add-ons, metered usage, and overages

Technician access, API access, AI assistance, and similar add-ons, and any usage allowances or overage rates (for example, for SMS, email, storage, API, or AI usage), are negotiated and configured on a per-organization basis and, where applicable, stated on an Order Form or presented in the Platform at the time of purchase. solarOS may introduce or change allowances and overage rates as described in Sections 5.3 and 20.

A-7. Taxes

All amounts are exclusive of taxes (Section 5.7). solarOS will collect sales/use or similar taxes where required by law.
