

SUNPOWER®

Welcome to our website (this "**Site**")! This Site is operated by SunPower Corporation ("**we**," "**us**" and "**our**") and allows you to: (a) participate in interactive features that we may make available from time to time; or (b) simply view this Site. We prepared this SunPower Terms of Use Agreement (this "**Agreement**") to help explain the terms that apply to your use of this Site.

In order to use the interactive features on this Site, you must first register with us through our on-line registration process on this Site. Regardless of how you decide to use this Site, your conduct on this Site is governed by this Agreement, our Privacy Policy www.sunpower.com/privacypolicy, our DMCA Notice www.sunpower.com/dmca and our SunPower Mobile Apps End User License Agreement www.sunpowermonitor.com/residential/EULA, all of which are incorporated into this Agreement by reference.

1. Your Use of this Site and Affirmative Representations.

When you use this Site, you represent that: (a) the information you submit is truthful and accurate; (b) you will update your contact information if it changes so that we can contact you; (c) your use of this Site and your use of services available on this Site do not violate any applicable law or regulation; (d) you are 18 years of age or older; and (e) you will comply with the rules for on-line conduct and what you contribute to this Site, as discussed in Section 2 below. You further represent and warrant that you will comply with all local rules regarding on-line conduct and acceptable Contributions (as defined below).

2. Rules Governing Public Contributions, Forums and Interactive Features.

This Site may provide fora and other features for communication. Please read our Privacy Policy, available at www.sunpower.com/privacypolicy to understand your privacy protections. You are entirely responsible for the content of, and any harm resulting from, any of your postings or submissions to this Site (collectively, "**Contributions**"). When you create or make available a Contribution, you represent and warrant that you:

own or have sufficient rights to post your Contributions, on or through this Site;

- will not post Contributions that violate our or any other person's privacy rights, publicity rights, copyrights or contract rights;
- have fully complied with any third-party licenses relating to Contributions, agree to pay all royalties, fees and any other monies owing any person by reason of Contributions that you posted to or through this Site;
- will not post Contributions that: (i) are defamatory, damaging, disruptive, unlawful, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (ii) incite, encourage or threaten immediate physical harm against another, including but not limited to, Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (iii) contain material that solicits personal information from anyone under 13 or exploits anyone in a sexual or violent manner;
- will not post Contributions that contain advertisements or solicit any person to buy or sell products or services (other than our products and services);
- will not use this Site for any unauthorized purpose including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, this Site without our express written consent;

- will not post Contributions that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, designated to enable you or others to gather information about or monitor the on-line or other activities of another party;
- will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on this Site or the networks or services connected to this Site, including without limitation, hacking into this Site, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications; or
- will not impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity.

3. Grant of License to Us for Contributions.

We need a license from you so that we can use your Contributions on this Site or elsewhere. By making a Contribution to this Site, you grant us a perpetual, non-exclusive (meaning you are free to license your Contribution to anyone else in addition to us), fully-paid, royalty-free (meaning that we are not required to pay you to use your Contribution), sublicensable (meaning that we can sublicense its rights to, for example, third party hosted service providers who host this Site) and worldwide (because the Internet and this Site are global in reach) license to use, modify, create derivative works of, publicly perform, publicly display, reproduce and distribute the Contribution.

4. User Submitted Content

This Website may allow users to post text, images, audio, video, links to other sites, or other content to the Website. As a consequence, you may see materials that have been submitted to this Website by individuals not affiliated with SunPower Corporation. Neither SunPower Corporation nor any of its affiliates endorses these individuals nor are we in any way associated with any of the materials that they may post on this Website or link to from this Website. Neither SunPower Corporation nor its affiliates (nor their respective officers, employees, or agents) shall have any responsibility or liability of any nature whatsoever arising in connection with any materials provided by these individuals or in connection with any conduct of these individuals.

By submitting any content to this site, you understand and agree that you are giving us a royalty-free, irrevocable, non-exclusive and sublicenseable license to use, reproduce, publish, distribute, perform, display and creative derivative works from any such user submissions, in whole or in part, in any form (including for promotional or marketing purposes). You agree not to disparage, defame or otherwise seek to damage anyone or invade anyone's rights through any submitted content.

5. Submitted ideas

All comments, suggestions, ideas, notes, drawings, concepts, or other information disclosed or submitted to us by you through this Website or in response to solicitations in this Website ("Submitted Ideas") shall be and shall remain our property. You understand and acknowledge that we have both internal and external resources which may have developed or may in the future develop ideas or other items identical to or similar to the Submitted Ideas and that we are only willing to consider the Submitted Ideas on these terms. In any event, no Submitted Idea is submitted in confidence and we assume no obligation, express or implied by considering the Submitted Idea. Without limitation, we shall exclusively own all now known or hereafter existing rights to the Submitted Ideas of every kind and nature throughout the Universe and shall be entitled to unrestricted use of the Submitted Ideas for any purpose whatsoever, commercial or otherwise without compensation to the provider of the Submitted Ideas.

6. Use and Protection of Account Number and Password.

You are responsible for maintaining the confidentiality of your account number and password, if applicable. You are responsible for all uses of your account, whether or not actually or expressly authorized by you.

7. Our Intellectual Property Rights.

All of the content on this Site ("**Materials**"), the trademarks, service marks, and logos contained on this Site ("**Marks**"), are owned by or licensed to us and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. We reserve all rights not expressly granted in and to this Site and the Materials. If you download or print a copy of the Materials for your own personal use, you must retain all copyright and other proprietary notices contained in and on the materials. You agree that you will not circumvent, disable or otherwise interfere with security related features of this Site or features that prevent or restrict use or copying of any Materials or enforce limitations on use of this Site or the Materials on this Site. You further agree not to access this Site by any means other than through the interface that we provide, unless otherwise specifically authorized by us in a separate written agreement.

8. Our Management of this Site/User Misconduct.

8.1 Our Site Management. We may, but are not required to: (a) monitor or review this Site for violations of this Agreement and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates this Agreement; (c) refuse, restrict access to or the availability of, or remove or disable (to the extent technologically feasible) any Contribution or any portion thereof that may violate this Agreement, the law or any of our policies or are excessive in size or burdensome; and/or (d) manage this Site in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of this Site.

8.2 Data Use and Sharing. We require the ability to use data from the monitoring system which is displayed through our solar installation monitoring website and share this data with relevant third parties to provide monitoring and reporting services. The data may include, for example, energy production information, fault information, as well as hardware and software information. Third parties may include the system installer, operations and maintenance providers, governmental regulatory agencies, or a utility company. We may also provide data in aggregated form (in a form where the source cannot be identified) to third parties who are not connected to the monitored system, such as government agencies and research firms.

8.3 Our Right to Terminate Users. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY DENY ACCESS TO AND USE OF THIS SITE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

8.4 Risk of Harm. Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on this Site and that you give to other Site users. You are discouraged from publicly posting the following information on this Site: your full name, telephone numbers and street addresses. Despite this prohibition, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through this Site. We expect that you will use caution and common sense when using this Site.

9. Term and Survival.

This Agreement shall remain in full force and effect while you use this Site. You may terminate your use or participation at any time, for any reason, by contacting customercare@sunpower.com. Upon termination of your

Site account for any reason, we will close your account, and you will no longer be able to retrieve materials contained in the account. Even after your use and participation is terminated, this Agreement will remain in effect, including sections: 1-3, 5-8 and 10-17.

10. Copyright Policy.

We may terminate the account and access rights of any repeat infringer. If you are a copyright owner or the legal agent of a copyright owner, and you believe that any user submission or content on this Site infringes upon your copyrights, you may submit a notification pursuant to our Digital Millennium Copyright Act Notice.

www.sunpower.com/dmca

11. Modifications.

The Internet and technology are rapidly changing. Accordingly, we may modify this Agreement from time to time. We will contact you if we do so, which is why it is important that you notify us immediately if your email address changes. If you are a registered user, you will be asked to click to accept the new agreement the next time you log on to this Site in order to be able to use the interactive portions of this Site. We will also put any revised versions of this Agreement on this Site with a notice advising of the change. It is therefore important that you regularly check this Site for any announcements about revisions and keep your contact information current to ensure you are informed of any changes.

12. Third Party Sites.

This Site may contain links to other websites ("**Third Party Sites**"). **We do not own or operate the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third-Party Sites. The availability of these links on this Site does not represent, warrant or imply that we endorse any Third Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD PARTY SITE BY MEANS OF THIS SITE OR A LINK LOCATED ON THIS SITE, USERS SHOULD REVIEW THE THIRD PARTY SITE'S TERMS AND CONDITIONS, PRIVACY POLICY AND ALL OTHER SITE DOCUMENTS, AND INFORM THEMSELVES OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD PARTY SITES.**

13. Disputes Between Users.

You are solely responsible for your conduct. You agree that we cannot be liable for any dispute that arises between you and any other user.

14. Disputes with Us, Choice of Law and Forum.

YOU AND WE AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN SANTA CLARA COUNTY, CALIFORNIA. YOU AND WE FURTHER AGREE THAT ANY DISPUTES SHALL BE RESOLVED UNDER THE SUBSTANTIVE LAW OF THE STATE OF CALIFORNIA (EXCLUSIVE OF ITS CHOICE OF LAW PROVISIONS). THE CONVENTION FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.

15. Disclaimers.

ALL CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS PROVIDED THROUGH SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. BY OPERATING THIS SITE, WE DO NOT REPRESENT OR IMPLY THAT WE ENDORSE ANY CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS AVAILABLE ON OR LINKED TO BY THIS SITE, INCLUDING WITHOUT LIMITATION, CONTENT HOSTED ON THIRD PARTY SITES, OR

THAT WE BELIEVE CONTRIBUTIONS OR ANY OTHER MATERIALS OR ITEMS TO BE ACCURATE, USEFUL OR NON-HARMFUL. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THIS SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU AGREE THAT YOUR USE OF THIS SITE AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THIS SITE AND YOUR USE THEREOF.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT, THE CONTENT OF ANY SITE LINKED TO THIS SITE, CONTRIBUTIONS, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THIS SITE OR LINKED TO BY THIS SITE. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS SITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THIS SITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS SITE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE STATES OR JURISDICTIONS, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

16. Limited Liability.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THIS SITE, CONTRIBUTIONS, MATERIALS OR ANY OTHER CONTENT THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, OUR LIABILITY TO YOU IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED \$50.

17. Liquidated Damages.

You acknowledge and agree that spam is harmful to a site, service or network and causes injury, including damage to reputation and goodwill, which is difficult to measure. As a reasonable estimation of harm, you agree to pay us \$50 for each unsolicited commercial email or other unsolicited commercial communication that you send from, to or through this Site.

18. Indemnity.

You agree to indemnify and hold us, our subsidiaries, affiliates, and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site, Content or Materials in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement constitutes the entire agreement between you and us regarding the use of this Site and supersedes any prior or contemporaneous understandings and agreements between you and us related to the subject matter hereof.

19.2 Independent Contractors. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship of any kind between us and any user.

19.3 No Third Party Beneficiaries. This Agreement is between you and us. There are no third-party beneficiaries to this Agreement.

19.4 Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

19.5 Non-Waiver. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

19.6 Severability. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

19.7 Assignment. You may not assign your rights under this Agreement to any third party; we may assign our rights under this Agreement without condition.

This Agreement was last updated on: September 10, 2013.