

**GMP Resilient Home Innovative Pilot
Lease & Pilot Program Agreement**

Green Mountain Power (“GMP”) is engaged in a program to increase the amount of distributed energy resources available on the electric grid (the “Grid”) while providing superior service to all GMP customers. Participation in this program includes lease of a Powerwall System (as defined below) manufactured by Tesla, Inc. (“Tesla”) to provide backup power to the participant’s home, to assist GMP in more effectively managing the Grid, particularly during peak usage, and to replace the function of the traditional utility meter as a measurement and billing device. Thank you for agreeing to participate.

Tesla is a third-party beneficiary of this Agreement, which means that the Agreement also governs the relationship between you and Tesla, regarding Tesla’s role in the Program. By signing this Agreement, you are making the commitments below to both GMP and to Tesla, and both companies will rely on your commitments in order to perform their roles.

Lessor: Green Mountain Power Corporation (“GMP”), 163 Acorn Lane, Colchester, Vermont 05446.

Customer: (printed) _____ (the “Customer”)

GMP Account Number: _____

Address for Installation: _____ (the “Home”)

Equipment Description	Quantity
Two (2) Tesla Powerwall 2 with integrated inverter unit(s) One Tesla Gateway	

1. Program Description: Customers participating in the GMP Resilient Home Innovative Pilot (the “Pilot”) will lease two Powerwall 2 units, each consisting of a 13.5kWh lithium-ion battery and integrated inverter, paired with one Tesla Gateway (the “Powerwall System”), to be installed in the Home by Tesla or authorized Tesla contractors or subcontractors. The Powerwall System will provide Customer with backup power during a Grid outage. Duration of backup power will depend on the amount of energy stored in the Powerwall System at the time of outage. The Resilient Home Pilot also provides Green Mountain Power with the ability to access the Powerwall System for the purpose of reducing energy costs during peak energy periods, and to use the Powerwall System data for the purpose of metering and billing.

Installation includes a Tesla Gateway that provides communication and integration into an energy management platform called Grid Logic (the “Platform”) owned by Tesla and used by both GMP and Tesla as part of this Pilot. Communication between the Powerwall System and GMP and Tesla is via the Platform using Customer’s Internet connection.

2. Lease: GMP agrees to lease to Customer and Customer agrees to lease from GMP the Powerwall System identified at the beginning of this Agreement. As Lessor, GMP will maintain ownership of the Powerwall System for the entire term of the Agreement. There is no option for the Customer to purchase the Powerwall System under this Pilot.

3. Term: The Term of this Lease and Pilot Program Agreement (“Agreement”) shall commence upon installation of the Powerwall System and continue for a period of ten (10) years, unless earlier

terminated by Customer or GMP as provided herein (the “Term”). There is an optional additional five (5) year term, as described in Paragraph 19. There is no option for Customer to purchase the Powerwall at the end of the Term.

4. Eligibility for the Pilot Program: Participation in the Pilot is open to eligible GMP Residential Service customers, who meet the following criteria:

- Have reliable Internet access;
- Are the named account holder of a GMP utility account;
- Are current with all payments due to GMP;
- Must currently be on, or must change to, Residential Rate 01. If currently participating in a residential time-of-use rate such as Rate 9 or Rate 14 customer has option to switch back to Rate 01 to participate in the program. Cannot have a separately metered rate such as Rate 03 or Rate 13;
- Have not have received a disconnect notice within the past two years;
- Must have a smart meter or allow for one to be installed (retrofit customers only);
- Must not be on a budget payment plan, or must transition out of budget payment plan to participate in the Fixed Billing Option; and
- Existing Powerwall installations are not eligible to participate.

5. Payment:

There is no security deposit and no amount is due upon signing the Agreement. Payments shall begin with the next GMP bill following installation of the Powerwall System. Select one of the two options for Lease Payments:

Check One

_____ **\$30 per month per Powerwall System for the Term**
Customer acknowledges that failure to make timely monthly payments may constitute grounds for disqualification from the Pilot and removal of the Powerwall System from the Home.

_____ **A one-time payment of \$3,000 per Powerwall System.**
Customer acknowledges that failure to make payment in full result in disqualification from the Pilot and removal of the Powerwall System from the Home.

Program participants remain responsible for charges for electricity consumption.

All amounts billed pursuant to this Agreement will be invoiced as a separate line item on Customer’s monthly GMP utility bill(s).

Required Disclosures:

<p>Amount Due at Lease Signing:</p> <p>\$0.00</p>	<p>Monthly Payments*:</p> <p>\$30.00 per month on your regular GMP monthly bill</p>	<p>Other Charges:</p> <p>Early Termination: \$450.00</p> <p>Equipment Charge: Up to \$16,000.00</p> <p>See Paragraphs 10 & 11 for early termination fees & paragraph 12 for equipment charge applicability</p> <p>See Paragraph 14 for additional charges for atypical installations</p>	<p>Total Payments**: (the amount you will have paid at Lease end, excluding any early termination, equipment charges or additional charges for atypical installations)</p> <p>\$3,600.00</p>
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* Monthly charges do not apply if Customer has selected the one-time payment in Section 5.

**Does not apply if customer chooses one-time payment

7. Powerwall System as Backup Power Source: The Powerwall System will be installed with whole Home backup power capability, as feasible and in compliance with all applicable laws, standards and regulations. As Lessee, Customer’s control over the Powerwall System is limited to its usage as a backup power source in the event of a power outage, up to the point that the battery is completely depleted. GMP shall have the ability to continuously utilize the Powerwall System at its sole discretion for the Term and has the right to use all the energy in the Powerwall System. Duration of backup power will depend on the amount of energy stored in the Powerwall System at the time of outage. **Because power outage occurrence and duration can be unpredictable, Customers who utilize life supporting equipment should continue to have alternate back up plans in the event of a power outage, as the amount of battery power available during any particular outage could vary.**

8. Right to Cancel: At any time prior to the installation of the Powerwall System, Customer may cancel this Agreement with no further financial obligation by notifying GMP.

9. Fixed Price Billing Option: Participating customers who do not have a solar array installed are eligible to participate in a fixed priced billing option. Customers who opt in will be placed into a fixed rate tier based on the home’s historical – or in the case of new builds, expected – electrical consumption, and shall be locked in to that tier pricing for 12-month periods. Tier placement is subject to adjustment based on actual consumption, every 12 months. Other terms include:

- Except in the case of a Customer who later opts out (see below), there will not be a ‘true-up’ or reconciliation of actual usage compared to amounts billed. At the end of each 12-month period, if Customer averages higher or lower kWh consumption than the amounts billed according to the assigned tier during the previous 12-month period, the Customer will be automatically placed into the appropriate tier for the subsequent 12 month period, provided that if over-consumption is within 5% of the amount prescribed by the current tier, Customer will remain in that tier for one additional 12-month period.
- Customer may opt out of tier pricing at any time prior to the expiration of the then current 12-month period, subject to a true up and reconciliation billing based on a comparison of actual kWh

consumption with amounts billed for the months attributable to the most recent 12-month period of enrollment.

- Tier pricing will adjust with annual rate changes as approved by the Vermont Public Utility Commission, rounded to the nearest whole dollar.
- The Monthly Price includes the customer charge and energy consumption only. Other items collected on the GMP bill such as the Energy Efficiency Charge, the Power Adjustor, or any other line item charge will remain separate and continue to be billed volumetrically.

Tier at Enrollment	Tier	Annual kWh	Monthly kWh	Monthly Price
	1	0-3999	0-333	\$55.00
	2	4000-5999	334-500	\$90.00
	3	6000-7999	501-667	\$120.00
	4	8000-9999	668-833	\$145.00
	5	10000-11999	834-1000	\$175.00
	6	12000-13999	1001-1167	\$205.00
	7	14000-15999	1168-1333	\$235.00
	8	16000-17999	1334-1500	\$265.00
	9	18000-20000	1501-1667	\$290.00

_____ Check here to opt in to Fixed Price Billing.

10. Customer Termination: Customer may terminate this Agreement and withdraw from the Pilot at any time prior to the end of the Term by providing notice to GMP (“Early Termination”). In the event of Early Termination, a disconnection charge of \$450 will be billed to the Customer. Within 30 days of Early Termination, Customer shall surrender the Powerwall System to GMP or Tesla (by allowing one or both of them to remove the Powerwall System from the Home) in the same condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Powerwall System as provided herein, Customer will be billed a Powerwall System Equipment Charge as set out in Paragraph 12. If Customer has pre-paid for participation in the Pilot as provided in Paragraph 5, then Customer will receive a credit representing a pro-rated refund, based on the remainder of the Term (e.g. if 48 of the 120 months remain in the Agreement term, then Customer will receive $48/120 * \$3,600 = \1440). Customer will be responsible for repairing cosmetic damage to their home resulting from the removal of the Powerwall System. Customer will be responsible for any additional electrical material and labor necessary to install a meter can in which GMP can install an AMI smart meter.

11. GMP Termination: GMP may terminate this Agreement and/or the Pilot at any time prior to the end of the Term by providing notice to Customer. Within 30 days’ notice of Early Termination, Customer shall surrender the Powerwall System to GMP or Tesla (by allowing one or both of them to remove the Powerwall System from the Home) in the same condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Powerwall System as provided herein, Customer will be billed a Powerwall System Equipment Charge as set out in Paragraph 12. If Customer has pre-paid for participation in the Pilot as provided in Paragraph 5, then Customer will receive a credit representing a pro-rated refund, based on the remainder of the Term (e.g. if 48 of the 120 months remain in the Agreement term, then Customer will receive $48/120 * \$3,600 = \1440). Customer will be responsible for repairing cosmetic damage to their home resulting from the removal of the

Powerwall System. Customer will be responsible for any additional electrical material and labor necessary to install a meter can in which GMP can install an AMI smart meter.

12. Powerwall System Equipment Charge: In the event that Customer fails to surrender the Powerwall System as provided in this Agreement, Customer will incur and receive an invoice for an Equipment Charge. The Equipment Charge is prorated on a base Equipment Charge of \$16,000.00, spread over a 120 month term. For example, if Customer or GMP terminates this Agreement in month 50, and Customer does not surrender the Powerwall System as provided herein, Customer will incur an Equipment Charge calculated based on the remaining Term, as follows:

$$\begin{array}{rcccccl} \$16,000.00 & / & 120 & & *70 & = & \$9,333.33 \\ \textit{Total Equipment Charge} & / & \textit{Total Months in Term} & * & \textit{Unexpired Term} & = & \textit{Equipment Charge} \end{array}$$

The Equipment Charge is due within 30 days of being invoiced for the same.

13. Default: Customer is in default under this Agreement if Customer fails to make any required payment when due or within 30 days of the due date or if Customer fails to meet any of its other obligations under this Agreement and such failure is not cured within ten (10) days written notice by GMP or Tesla to Customer (each a “Default”). An uncured Default shall be considered a Customer Termination and is subject to the charges and other provisions provided in Paragraph 10.

14. Installation: GMP and Tesla will work with the Customer to schedule installation of the Powerwall System and any associated equipment. Customer gives GMP, Tesla, and its approved contractors and agents, permission to enter the Home to perform the installation and any maintenance, repair, or removal activities during the Term of this Lease. Failure or refusal to allow reasonable access will be considered a Default.

Participation in the Pilot includes materials and labor associated with a typical installation of the Powerwall System. Atypical installation costs may, at GMP or Tesla’s election, be the responsibility of the Customer. Atypical installation costs could include additional work to improve the aesthetics of the installation or work to relocate circuits from remote electrical panels. All costs will be communicated in writing to Customer for approval prior to commencement of the installation. Prior to installation, Customer may then elect to pay the atypical Installation costs or terminate this Agreement with no further obligation to GMP or Tesla.

GMP and Tesla are not responsible for upgrading, repairing, or maintaining any electrical panel, wiring, siting, support, foundation or any other matter that was not a part of the installation of the Powerwall System, including any work performed by an electrician to ensure the Home’s electrical service can support the Powerwall System. GMP and Tesla are not responsible and bear no liability for the malfunctioning of existing electrical equipment at the Home, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices. Any damage to your Home or property during installation caused by GMP, Tesla or its installers shall be repaired or paid for by GMP or Tesla, subject to the limit of liability in Paragraph 21.

15. Powerwall Communication: Customer acknowledges that the Powerwall System will not be fully accessible by GMP and/or Tesla without: (i) a working and reliable Wi-Fi network in Customer’s Home that is positioned to communicate reliably with the Powerwall System; (ii) a user account for each Powerwall System where applicable; (iii) other system elements that may be specified as required by the manufacturer of any of the equipment (i.e. smart phone apps). It is Customer’s responsibility to ensure that Customer has all required system elements and that such elements are compatible and properly configured. Customer is responsible for all fees charged by Customer’s internet service provider (“ISP”)

in connection with participation in the Pilot (if any). Customer also acknowledges his/her responsibility for compliance with all applicable agreements, terms of use/service, and other policies of manufacturers and the Customer's ISP.

16. Lack of Device Communication: If GMP or Tesla is unable to access or communicate with the Powerwall System and such access or communication is not restored within 30 days' notice by GMP or Tesla, this may be considered a Customer Termination at GMP's option, and in such case, shall be subject to the terms set out in Paragraph 10.

17. Warranty and Maintenance: GMP has secured Tesla's commitment to warranty the Powerwall System to Customer as set forth on the Limited Warranty, attached as Exhibit A for informational purposes only (the "Limited Warranty"). GMP will be responsible for maintenance and warranty issues of the Powerwall System and Customer should contact GMP for any maintenance or warranty concerns. Tesla or a Tesla certified installer shall be provided access to the Powerwall System for the purpose of operation, maintenance and support in accordance with the manufacturer's specifications and warranty for the entire period of installation.

18. Customer Care and Maintenance Obligations: Customer is responsible for compliance with all warranty requirements relating to the Powerwall System, and agrees not to tamper with the Powerwall System and to permit only Tesla certified installers to work on the Powerwall System. The Customer shall not permit the removal, relocation, alteration, or repair of the Powerwall without the written permission of GMP. The Customer shall not permit the Powerwall System to be tampered with, abused or damaged and shall not permit the nameplate identifying the Powerwall System as the property of GMP to be defaced or removed. Costs for repairs that are the result of abuse or damage to the Powerwall System are not covered this Agreement, and Customer shall be liable for all such repairs. Customer shall maintain functional internet connectivity with Wi-Fi capabilities for the duration of this Agreement.

19. Lease End Procedures: At the end of the 10 Year Term, with the exception of amounts past due (including any final invoice), Customer has no further financial obligation to GMP. The Powerwall System may remain in place for Customer's use as a backup power source for an additional five (5) years, subject to GMP's ability to continuously use the Powerwall consistent with Paragraph 7, at its sole discretion. GMP shall continue to own the Powerwall System and will continue to be responsible for all maintenance, subject to the terms of this Agreement. Alternatively, Customer may request removal of the Powerwall System at the end of the Term. In either case, the Powerwall System will be removed by GMP and recycled at no cost to Customer. Customer will be responsible for repairing cosmetic damage to their home resulting from the removal of the Powerwall System.

20. Customer Acknowledgements:

- a. I acknowledge that GMP or Tesla will control the charge and discharge of the Powerwall System installed in my Home. I agree that GMP and Tesla may access my Powerwall System remotely for that purpose, and to monitor performance, perform diagnostics and upgrade firmware. Only the energy in the batteries at the time of a grid outage will be available to me for backup power services as well as any additional energy produced and charged by my solar system (if applicable) during a particular outage. If I rely on life supporting systems, I understand that I still should have alternate or back up plan in the event of a power outage, as the amount of energy stored in the battery may not provide sufficient back up power for the entire duration of any outage.
- b. I acknowledge that the Powerwall System will only provide me with backup services (and only as provided in Section (a)). Other Powerwall System services, such as solar self-consumption, load shifting for utility bill management, or other potential future services will not be available.

- c. I acknowledge that Tesla owns all intellectual property rights associated with the Powerwall System and its firmware, as well as any Tesla- provided software to be used in the Pilot. I understand that as part of this Pilot, I will be required to provide certain information, including personally identifiable information, to both GMP and third-party manufacturers of components of the Powerwall System (including Tesla). By providing this information and signing up to participate in the Pilot, I consent to this information, as well as other information related to energy usage, being shared between GMP, Tesla and other third parties responsible for management of the Grid. Information obtained by GMP or provided to GMP by Tesla shall be used in accordance with GMP’s Privacy Policy, which is available upon request. Information provided to Tesla will be subject to Tesla’s Privacy Policy found at.
- d. I acknowledge that to enroll in this Pilot, I will need to review and approve Tesla’s “Customer Privacy” terms, which will be delivered to me upon installation of the Powerwall System in my Home.
- e. I acknowledge that my participation in this pilot means that my monthly GMP utility bill will be based on data coming from the Powerwall System, which does not meet the same accuracy specifications as an AMI “smart meter”.

(Customer Initials) _____

21. Liability: To the fullest extent allowed by law, except for claims covered by the Limited Warranty, neither GMP nor Tesla shall be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, or modification to any of the Powerwall System. Customer hereby agrees that his or her sole remedy is the repair or replacement of the Powerwall System as provided by the Limited Warranty. In no instance shall GMP or Tesla be liable for any damages in excess of ten thousand dollars (\$10,000).

22. Indemnification: Customer acknowledges that the Powerwall System could fail or malfunction in such a way as to cause damage to property and person. The Customer shall indemnify and hold harmless GMP and Tesla for any injury or damage to any persons or property, arising from access and use of the Powerwall System caused by any breach of this Agreement by the Customer, by the negligence of the Customer or of his or her household members, agents, servants, employees, tenants, licensees, invitees, tenant’s invitees, or independent contractors.

23. Risk of Loss and Insurance: Customer bears the entire risk of loss, theft or damage to the Powerwall System from any cause during the term of this Agreement. GMP recommends obtaining or ensuring that the Powerwall is covered under your homeowner’s insurance. GMP does not sell such insurance.

24. Miscellaneous:

- a. This Agreement shall be governed by the laws of the State of Vermont.
- b. Except for the privacy policies referenced in Paragraph 20(c) and (d), this Agreement is the entire agreement between GMP and Customer pertaining to the Pilot and supersedes any and all prior agreements, understandings, representations, and statements between the parties, whether oral or written. Any change to the terms of this Agreement must be in a writing signed by Customer and GMP.

- c. The parties agree that any dispute arising out of this Agreement shall be brought before a State or Federal court in the State of Vermont.

25. Change in Home Ownership:

- a. Customer acknowledges that the Customer is required to own the premises where the Powerwall System is installed. By signing below, Customer represents that the Customer owns the premises where the Powerwall System is installed.
- b. In the event of a sale of the Home where the Powerwall System is installed, Customer shall provide GMP with 30 days advance notice of the sale. Upon such notice, Customer will be provided information to share with buyer of the Home about assuming this Agreement. Both parties will be required to sign an Assignment of Agreement acceptable to GMP which will be contingent on the consummation of the sale of the Home (“Closing”), and which must be returned to GMP prior to the Closing. If the buyer of the Home does not agree to assume the Agreement in writing, the sale shall be considered a Customer Termination, and is subject to the terms described in Paragraph 10. Customer must then arrange for surrender of the Powerwall System prior to the Closing, or Customer will be assessed the Equipment Charge described in Paragraph 12.
- c. The Buyer of the Home as specified in Paragraph (b) may elect the Fixed Bill option within thirty (30) days of assuming the Agreement.

26. Electronic Communication and Recurring Payment: As a participant in the Pilot, Customer consents to receive communications from GMP electronically. Customer agrees that any agreements, notices, disclosures or other correspondence provided by GMP in electronic format satisfy any legal requirement that such communication be in writing. Upon signing this Agreement, Customer will be enrolled in GMP’s ebilling. Customer may elect to disenroll from ebilling at any time during the Term of this Agreement.

27. Customer Concerns and Notice: GMP appreciates your participation in creating a greener electricity future and we are committed to providing you with a great customer experience. Any Customer who experiences an issue with the Powerwall System, has any questions on the operation or payment may contact the Green Mountain Power Energy Services Team at 1-888-835-4672. Any notice required under this Agreement shall be sent to EICFrontline@greenmountainpower.com.

Signature Page

Customer Signature:

Printed Name:

Date: _____

Exhibit A
AC Powerwall 2 AC Warranty - USA

The attached warranty accrues to the benefit of the owner of the Powerwall System, which in connection with this Agreement is GMP. Notwithstanding the foregoing, Tesla agrees to respond to claims by GMP customers relating to Powerwall Systems installed at their homes as provided in this Agreement, as if they were made by GMP; *provided* that this commitment does not enlarge or otherwise modify the warranty.

Warranty effective as of 04/04/2019

TESLA POWERWALL LIMITED WARRANTY (USA)

Effective Date: April 19, 2017

Applies to:

13.5 kWh Powerwall 2 AC	Part Number 1108567-xx-x
Gateway	Part Number 1099752-xx-x
Backup Gateway	Part Number 1109752-xx-x
Gateway Meter	Part Number 1112484-xx-x

Ten Year Limited Warranty

Tesla, Inc. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

Application	Energy Retention ¹	Operating Limitation
Solar self-consumption/ backup only ²	70% at 10 years following initial installation date	Unlimited cycles
Any other application or combination of applications	70% at 10 years following initial installation date	37.8 MWh of aggregate throughput ³

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

Remedies

If your Powerwall fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Powerwall (using new or refurbished parts), replace your Powerwall with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your Powerwall is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your Powerwall being repaired or replaced.

¹ Expressed as a % of 13.5 kWh rated capacity.

² Storing solar energy generated by an onsite array, and using that stored solar energy (i) for daily self-consumption and/or (ii) for use as backup power.

³ Measured at the battery AC output.

What Products are Covered?

This Limited Warranty applies to any Tesla Powerwall that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Powerwall from a Tesla certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Powerwall into use for the first time. A subsequent owner of the Powerwall who provides proof of ownership is also entitled to make Limited Warranty claims.

Agreement to Arbitrate. Please read this provision carefully.

In the event of a concern or dispute between us, please send Tesla written Notice to energyresolutions@tesla.com describing the nature of the dispute and the relief sought.

If it is not resolved within 60 days, Tesla and you agree that any dispute arising out of or relating to any aspect of the relationship between us will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA). This includes claims arising before this Agreement, including claims related to statements about our products. Alternatively, you may opt out of arbitration as described below.

The AAA Consumer Arbitration Rules will apply. We will pay all AAA fees for any arbitration. The arbitration will be held in a location most convenient to your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla on an individual basis. The arbitrator cannot award relief for anyone who is not a party and may not consolidate claims. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any of this section's limitations cannot be enforced as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

If you prefer, you may instead take your individual dispute to small claims court.

You may opt out within 30 days after accepting the terms of this Limited Warranty by sending a letter to P.O. Box 15430, Fremont, CA 94539-7970, stating your name and intent to opt out of the arbitration provision.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following, each of which may result in your Limited Warranty being voided: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) storage, installation, commissioning, modification or repair of your Powerwall, or opening of the external casing of your Powerwall, that is performed by anyone other than Tesla or a Tesla certified installer; (iv) failure to operate or maintain your Powerwall in accordance with the Owner's Manual; (v) any attempt to modify your Powerwall, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vi) removal and reinstallation of your Powerwall at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Powerwall; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Powerwall's performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Powerwall or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your Powerwall

In order to provide this Limited Warranty for the full ten year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten year Limited Warranty. We would prefer to avoid this, so will try to notify you if your Powerwall's Internet connection is interrupted for an extended period. It is difficult for us to contact you if you have not registered your Powerwall with us, so **please register your Powerwall with Tesla at the website identified below**. Even if we can't honor your full ten year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your Powerwall was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

California Proposition 65 Warning

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Powerwall other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Powerwall models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Powerwall owners.

Limitation of Liability

TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.

SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

Limitation on Use

YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.

Governing Law

This Limited Warranty shall be governed by the laws of the state where your Powerwall is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims Process

In order to make a claim under this Limited Warranty, please contact the Tesla certified installer who sold you your Powerwall. If you are unable to contact the Tesla certified installer who sold you your Powerwall, or if you purchased your Powerwall directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Powerwall and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Powerwall's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

Tesla Contact Details

- **Tesla website for registering a Product or submitting a Service Request Form:**
<https://www.tesla.com/support/powerwall>
- **Tesla email:** powerwallsupport@tesla.com
- **Tesla address:** 3500 Deer Creek Road, Palo Alto, California 94304, Attn: Powerwall Warranty Claims
- **Tesla telephone numbers:**
 - Australia: +61 1 800 294431
 - Austria: +43 800 80 2480
 - Belgium: +32 800 26614
 - Canada: +1 (844) 498-3752
 - Germany: +49 800 724 4529
 - Italy: +39 800 59 6849
 - Luxembourg: +35 280 08 0921
 - Netherlands: +31 800 3837301
 - New Zealand: +64 800 99 5020
 - Portugal: +35 180 018 0397
 - South Africa: +27 87 550 3480
 - Switzerland: +41 800 002634
 - US: +1 (844) 378-3752
 - UK: +44 800 098 8064

End of Exhibit A