



API Terms and Conditions

As of June 17, 2024 (the, "Effective Date"), Tigo Energy, Inc., and its subsidiaries (collectively, "Company") have implemented these API Terms and Conditions (the, "Agreement").

By accepting this Agreement, either by accessing or using the API, or authorizing or permitting any individual to access or use the API, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to Company that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Licensee", "You", "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use the API. The data currently provided or becoming available in the future via API (the "Services") will be subject to this Agreement. By accessing and using the Services, you will be deemed to have agreed to abide by these Terms and Conditions and any other written rules, restrictions, disclaimers, terms, and conditions published or provided to you by Company in conjunction with the Services. Company reserves the right to modify this Agreement from time to time. We will post notices regarding any such modification on our website(s), and the modified Agreement will govern your use of the Services commencing from the time it is posted on our website.

1. DEFINITIONS

For purposes of this Agreement, capitalized terms shall have the meanings set forth below.

API: means an API and any accompanying or related documentation, source code, SDKs, executable applications and other materials made available by Company.

Applications: mean paid or unpaid web or other software services or applications developed by Licensee that utilize or interact with the API or otherwise interact with the Services and are authorized to be Published pursuant to this Agreement.

Intellectual Property Rights: means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

Internal Use: means the use of the API in connection with Licensee's subscription to a Service for Licensee's internal business purposes in accordance with the Service Agreement.

Privacy Policy: Means the Privacy Policy found [here](#).

Publish/Published/Publishing: means the making of any Application available to any Subscriber other than Licensee or for any purpose other than for use by Licensee as a Subscriber for Internal Use.

Subscriber: means and refers to an individual or an Entity that has agreed to an agreement for use of our Services.

2. PURPOSE AND LICENSE

2.1 This Agreement and all restrictions and policies implemented by Company from time to time with respect to the API as set forth in the Documentation ("API Documentation") govern Licensee's rights to use and access the API for the purpose of developing, implementing and Publishing Applications. Licensee's access to and use of the API for Internal Use is governed by this Agreement and the API Documentation found [here](#).

2.2 Subject to this Agreement, including the restrictions set forth in Section 3, Company grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term (as defined in Section 13) to: (a) use and make calls to the API to develop, implement and distribute Applications solely for use by Subscribers in connection with the Services; and (b) use and display the Company Marks only to identify that the Service Data originates from the Services.

2.3 Company shall have, and Licensee hereby grants to Company, a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into any of Company's products or services (including the Services and/or the API) and/or otherwise use in any manner any suggestions, enhancement requests, recommendations or other feedback Company receives from Licensee.

3. RESTRICTIONS AND RESPONSIBILITIES

The licenses granted in Section 2.2 of this Agreement are explicitly conditioned on Licensee's adherence to the following restrictions and compliance with its responsibilities as set forth herein.

3.1 Licensee must comply with all applicable laws, ordinances, mandates and best practices, as well as the restrictions set forth in this Agreement, the Privacy Policy, and the API Documentation. Licensee must also comply with all restrictions set forth in this Agreement and the following guidelines in all uses of Company Marks. The authorized logo when using the Company Marks shall be the following:



If Company believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee.

3.2 In order to use and access the API, Licensee must obtain API credentials (a "Token") by becoming a Subscriber. Licensee may not share its Token with any third party, shall keep such Token and all Login information secure, and shall use the Token as Licensee's sole means of accessing the API.

3.3 Licensee's Applications shall not replicate products or services offered by Company, including, without limitation, functions or clients on platforms (such as iOS or Android) where Company offers its own client or function. Applications may not use or access the API or a Service to monitor the availability, performance, or functionality of any of the API or a Service or for any similar benchmarking purposes.

3.4 Licensee shall not, unless otherwise agreed to in writing between the Parties, through Applications or otherwise, repackage or resell the Services, or any part thereof, API or Service Data. Licensee shall not use or assist a third party in using the API or any Software in such a way to circumvent the requirement for an individual Agent Login for each individual who (a) leverages the Services to interact with End-Users; (b) Processes data related to interactions with End-Users; or (c) absent a license from Us otherwise, Processes data related to interactions originating from a Non-Company Service that provides functionality similar to functionality provided by the

Services and which would, pursuant to this Agreement, require an individual Agent Login if utilizing the Services for such interaction. Further, Licensee shall not use or assist a third party in using the API or any Software in such a way to circumvent applicable Service Plan restrictions or Agent licensing restrictions that are enforced in the Service user interface. Licensee is not permitted to use the API or any Service Data in any manner that does or could potentially undermine the security of the Services, the API, Service Data or any other data or information stored or transmitted using the Services. In addition, Licensee shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the Services or the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the API, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Services or the API.

3.5 Licensee acknowledges that Licensee is solely responsible, and that Company has no responsibility or liability of any kind, for the data included in, accessed through or transmitted using the Service and/or the API ("Service Data"), or the content, development, operation, support or maintenance of Applications. Without limiting the foregoing, Licensee will be solely responsible for (a) the technical installation and operation of its Applications; (b) creating and displaying information and content on, through or within its Applications; (c) ensuring that its Applications do not violate or infringe the Intellectual Property Rights of any third party; (d) ensuring that Applications are not offensive, profane, obscene, libelous or otherwise illegal; (e) ensuring that its Applications do not contain or introduce Malicious Software into a Service, an API, any Service Data or other data stored or transmitted using the Service; (f) ensuring that its Applications are not designed to or utilized for the purpose of spamming any Company subscribers, Agents or End-Users; and (g) ensuring that its Applications do not violate this Agreement, any applicable law or third party right.

3.6 Licensee will respect and comply with the technical and policy-implemented limitations of the API and the restrictions of this Agreement in designing and implementing Applications. Without limiting the foregoing, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing an API.

3.7 Licensee shall not make any modifications to any Service Data, other than as reasonably necessary to modify the formatting of such Service Data in order to display it in a manner appropriate for the pertinent Applications. Licensee will appropriately attribute all Service Data displayed to Company within its Application.

3.8 Licensee agrees that Company may perform periodic vulnerability assessments, penetration testing and scanning (collectively, "Security Assessment") of any Application developed by Licensee, in accordance with the following principles:

- (i) Security Assessments will be carried out in such a manner as to reasonably avoid disruption in the use of the Application by Subscribers. Despite the foregoing, Security Assessments may in rare cases cause downtime or other adverse effects on the Application or Licensee's systems;
- (ii) Where possible and practicable, Company shall provide notice to Licensee no less than seven (7) days prior to the Security Assessment.

Licensee agrees to cooperate reasonably with such Security Assessments. Licensee agrees that Company, its employees, and contractors shall not be liable to Licensee, Subscribers or any third party for damages or losses arising in connection with Security Assessments performed in accordance with Section 3.12. Company conducts such Security Assessments for its own benefit and Licensee may not rely on, publicly disclose or promote the successful Application passage of such evaluation. If the Application, in whole or in part, runs outside of Company's systems, the Security Assessment may include remote application-level security testing of the Application, and network-level security testing including a vulnerability threat assessment. Company may conduct such testing itself or through a third party.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 To the extent Licensee's Applications transmit Service Data outside a Service, Licensee represents and warrants that Licensee has notified all users of such Applications that their Service Data will be transmitted outside the Service and that Company is not responsible for the privacy, security or integrity of such Service Data. Licensee further represents and warrants that to the extent Licensee's Applications store, process or transmit Service Data, neither Licensee nor Licensee's Application will, without appropriate prior user consent or except to the extent required by applicable law (a) modify the content of Service Data in a manner that adversely affects the integrity of Service Data; (b) disclose Service Data to any third party; or (c) use Service Data for any purpose other than providing the Application functionality to users of such Application. Licensee shall maintain and handle all Service Data in accordance with privacy and security measures reasonably adequate to preserve the confidentiality and security of all Service Data and all applicable privacy laws and regulations, and in no event less protective than the measures and policies set forth in the [Privacy Policy](#). Licensee is entirely responsible for the Service Data and all Licensee Applications.

4.2 Licensee represents, warrants and covenants that (a) Licensee has all rights required to input or have input, and Process the Service Data, (b) the Service Data, its Applications and Licensee Marks, the use of such the Service Data and Applications by its Subscribers, and the activities with respect to such Applications and Licensee Marks undertaken by Company in accordance with the terms of this Agreement, do not and will not violate, misappropriate or infringe upon the Intellectual Property Rights of any third party; (b) Licensee will comply with all applicable local, state, national and international laws and regulations, including, without limitation, all applicable export control laws, and maintain all licenses, permits and other permissions necessary to develop, implement and Publish its Applications, including the Service Data; (c) its Applications do not and will not contain or introduce any Malicious Software into the Service, the API, any Service Data, or other data stored or transmitted using the Service; (d) its Applications are not designed to or utilized for the purpose of spamming any Subscribers, Agents or End-Users; and (e) it has all right, power and authority to grant the licenses granted to Company herein.

4.3 Licensee represents, warrants and covenants that it will include the mandatory terms of service provisions listed in Section 4.4 below ("Mandatory Service Terms") in the terms of service ("App Terms of Service") that govern use of its Applications by Subscribers. Such Mandatory Service Terms are a minimum set of provisions and Licensee may have more exhaustive App Terms of Service. Licensee may change the term references to match the terms used in its App Terms of Service.

4.4 Mandatory Service Terms:

(i) The Licensee is the licensor of the Application and Company is not a party to the App Terms of Service.

(ii) Except as otherwise limited by any App Terms of Service imposed or required by the Licensee, Licensee grants Subscriber a perpetual, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate the Application in connection with Subscriber's active Account for a Service.

(iii) Any information that Licensee collects, stores and processes from Subscriber or the systems Subscriber uses to access or deploy the Application, including Service Data, will be subject to the App Terms of Service, privacy notice, or similar terms that the Company provides to Subscriber, and will not be subject to the Privacy Policy.

(iv) Subscriber may not modify, reverse engineer, decompile or disassemble the Application in whole or in part, or create any derivative works from or sublicense any rights in the Application, unless otherwise expressly authorized in writing by Company.

(v) Each of Subscriber and the Company shall maintain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "IP Rights"). The rights granted to Subscriber to use the Application under these App Terms of Service do not convey any additional rights in the Application or Company Service, or in any IP Rights associated therewith. Subject only to limited rights to access and use the Application as expressly stated herein, all rights, title and interest in and to the Application and all hardware, software and other components of or used to provide the Application, including all related IP Rights, will remain with and belong exclusively to the Company. Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Application or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from Subscriber.

(vi) Rate Limitations:

1. Rate Limiting: To ensure the quality of our API services and protect our systems from abuse, we enforce certain rate limits on API requests. Users are limited to a maximum of 100 requests per minute. These limits apply on a per-account basis.
2. Exceeding Rate Limits: If a user exceeds these rate limits, their access to the API may be temporarily restricted or suspended. Continued violation of these limits may result in permanent suspension of API access.
3. Penalties for Violation: Violation of these rate limits constitutes a breach of this Agreement. In the event of such a breach, we reserve the right to take any action we deem appropriate, including but not limited to temporary suspension, permanent suspension, and legal action.
4. Remedies: If your API access has been suspended and you believe this to be in error, or if you require a higher rate limit, please contact us at [support email]. We will review your request and may adjust your rate limits at our sole discretion.
5. Fair Use: All users are expected to use the API in a manner that is respectful of our resources and other users. Excessive or abusive usage may result in penalties, even if the rate limits are not exceeded.

6. This policy is subject to change at any time, and continued use of the API constitutes agreement to these terms.

-End of Mandatory Service Terms-

5. MODIFICATIONS

Licensee acknowledges and agrees that Company may modify this Agreement, the API, and the API Documentation, from time to time (a "Modification"). Licensee will be notified of a Modification by posts on Company's website and it is Licensee's responsibility to check the website from time to time to remain apprised on any Modifications. Licensee acknowledges and agrees that such Modifications may be implemented at any time. Licensee shall promptly comply with such Modification(s) by implementing and using the most current version of the API and making any changes to Applications that may be required because of such Modification(s). Licensee acknowledges that a Modification may have an adverse effect on Applications, including but not limited to changing the manner in which Applications communicate with the API and display or transmit Service Data. Company shall have no liability of any kind to Licensee or any user of Licensee's Applications with respect to such Modifications or any adverse effects resulting from such Modifications. Licensee's continued access to or use of the Services or API following any Modification shall constitute binding acceptance of such Modification(s).

6. OWNERSHIP

Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to Company any of Licensee's Intellectual Property Rights in its Applications or Licensee's Marks or other technology, and nothing in this Agreement transfers or assigns to Licensee any of Company's Intellectual Property Rights in the Services, the API, the Company Marks, or Company's other technology or the respective Intellectual Property Rights in any Service Data of Company or its Subscribers, Agents or End-Users.

7. SUPPORT

This Agreement does not entitle Licensee to any support for the Services or the API, unless Licensee makes separate arrangements with Company for such support. Licenses are solely responsible for providing all support and technical assistance to End-Users of its Applications and Subscribers who access, deploy and/or purchase its Applications. Licensee acknowledges and agrees that Company has no obligation to provide support or technical assistance to the users of

Applications and Licensee shall not represent to any such users that Company is available to provide such support. Licensee agrees to use commercially reasonable efforts to provide reasonable support to users of its Applications.

8. CONFIDENTIALITY

Licensee may from time to time, gain access to Confidential Information. Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement. Subject to the express permissions set forth herein, Licensee may not disclose Confidential Information to a third party without the prior express consent of Company, provided in writing or by email. Without limiting any other obligation of Licensee under this Agreement, Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

9. DISCLAIMER OF WARRANTIES

ALL ASPECTS OF THE SERVICES AND THE API, INCLUDING THE SERVICE DATA AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF AVAILABILITY, ACCURACY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT COMPANY DOES NOT WARRANT THAT THE SERVICE OR API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY OR OBLIGATION NOT EXPRESSLY STATED IN THIS AGREEMENT.

10. LIMITATION OF LIABILITY

10.1 EXCEPT FOR LICENSEE'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA,

BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE API OR THE SERVICES, INCLUDING THE SERVICE DATA, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO LICENSEE OR ANY THIRD PARTY ARISING OUT THIS AGREEMENT, SHALL IN NO EVENT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500.00). ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

10.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Licensee. IN THESE JURISDICTIONS, COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. The limitations set forth in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. The Uniform Computer Information Transactions Act does not apply to these Terms or to orders placed under it.

11. INDEMNIFICATION

Licensee will indemnify and hold Company harmless against any claims, actions, proceedings, regulatory investigations, damages, losses, judgments, settlements, costs and expenses (including attorneys' fees), against or suffered by Company arising from or related to (i) any breach of an obligation, representation, warranty, covenant or other provision of this Agreement by Licensee, (ii) any matter which Licensee has expressly agreed to be responsible pursuant to this Agreement, (iii) access to or use of the API by Licensee or Subscribers or any of their representatives (iv) the development, operation or ongoing maintenance of Licensee's Application and (v) any content, data, technology or materials provided by Licensee or Subscribers or any of their representatives.

12. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Section 12 (the, "Term"). Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted to Licensee hereunder. Upon termination of this Agreement for any reason, Licensee shall cease using, and either return to Company, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials licensed pursuant to this Agreement and any Confidential Information in Licensee's possession and shall certify to Company that such actions have occurred. Sections 3, 4, 6, 8-15 and 17 shall survive termination of this Agreement.

13. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

13.1 Licensee may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Licensee's rights under this Agreement or delegate performance of Licensee's duties under this Agreement without Company's prior consent, which consent will not be unreasonably withheld. Company may, without Licensee's consent, assign this Agreement to any Affiliate or in connection with any merger or change of control of Company or the sale of all or substantially all its assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.2 This Agreement, together with any other incorporated agreements or policies, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement. Either party's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

14. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

16. NOTICE

All notices to be provided by Company to Licensee under this Agreement may be delivered as described in Section 5 above. Licensee must give notice to Company in writing by Courier or U.S. Mail to the following address: Tigo Energy, Inc., Attn: Legal Department, 655 Campbell Technology Pkwy, #150, Campbell, CA 95008, USA, or to legal@tigoenergy.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Santa Clara County, California. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by You, Agents or End Users. The Uniform Computer Information Transactions Act does not apply to these Terms or to orders placed under it.

End of Document