

SOLAR AND STORAGE SPECIAL CONDITIONS v1.7

1 Interpretation

Capitalised words used in these Special Conditions and not otherwise defined shall have the meaning given to them in the Standard Terms and Conditions.

2 Design & Installation

2.1 Egg will submit applications to the DNO on your behalf as required. The application required (G98, G99 or G00) will depend on the size of the connection being applied for. Any changes that are required to the Quotation as a result of requirements of the DNO shall be dealt with in accordance with clause 5 of the Standard Terms and Conditions.

2.2 Egg reserves the right to amend the Quotation where the roof layout, construction and/or condition is found not to be suitable for the assumed levels of access or load provided for in the Preliminary Design. Any changes that are required to the Quotation shall be dealt with in accordance with clause 5 of the Standard Terms and Conditions.

2.3 Where You have agreed to provide access, scaffolding or other equipment, services and/or facilities required by Egg to complete the Installation (as set out in the Quotation and/or Order Form), You will be responsible for providing these at the agreed time and to the agreed specification and service level (if any). Egg cannot be held liable for any delay in completing the Installation where this is caused as a result of You failing to comply with Your obligations under this paragraph.

2.4 Where Egg attends the Site and the required access is not available, Egg reserves the right to charge You a call-out fee.

3 Remote Management Services

3.1 Egg will ensure the Equipment to is connected to the Back-Office Platform, which Egg will configure and set up.

3.2 You acknowledge and agree Your access to the Back-Office Platform shall be subject to the following conditions:

3.2.1 You shall not, and shall procure that Your employees, agents and sub-contractors shall not, directly or indirectly:

- (a) provide access to the Back-Office Platform to any third party;
- (b) modify or create a derivative work of the Back-Office Platform or any portion of it;
- (c) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to the Back-Office Platform;
- (d) break or circumvent any security measures of the Back-Office Platform, or attempt to configure the Back-Office Platform in any way disrupt the integrity, performance or security of the Back-Office Platform;
- (e) access the Back-Office Platform for the purpose of building a competitive product or service or copying its features or user interfaces;
- (f) use or permit the Back-Office Platform to be used for any manner inconsistent with the Agreement; and
- (g) any additional terms as Egg may notify to You in writing from time to time; and

3.2.2 You shall not, and shall procure that Your employees, agents and sub-

contractors shall not, use or permit the use of the Back-Office Platform in connection with any unlawful, illegal, fraudulent, or harmful activity, or in connection with any other activity that may harm the reputation of Egg;

3.3 You shall have the opportunity to confirm to Egg in writing the name, job title and contact details of Your employee(s), contractor or agent (as applicable) who will, from time to time, have primary responsibility for each piece of Equipment on Your behalf (the “**Primary POC**”). The Primary POC and any other persons authorised by You, will be given access to the Back-Office Platform web-portal. The Back-Office Platform web-portal will enable the Primary POC (and any other authorised users) to:

3.3.1 see the amount of energy (kWh) that has been generated;

3.3.2 review feed-in tariffs (if applicable); and

3.3.3 see the status of Your panels and raise Service Tickets (as described below).

3.4 Subject to You paying the Recurring Charges (as set out in the Quotation and/or Order Form), Egg’s Network Team will remotely monitor the Equipment via the Back-Office Platform during Working Hours, which shall include:

3.4.1 monitoring the Equipment and identifying and notifying You of faults; and

3.4.2 implementing remote firmware updates (where applicable).

3.5 In addition, Egg’s Network Team will:

3.5.1 notify the Primary POC(s) promptly of any modifications to the functionality or accessibility of the Back-Office Platform from time to time;

3.5.2 supply all necessary passwords and log-in details to enable the Primary POC and Your other employees/agents to access and use the Back-Office Platform; and

3.5.3 promptly identify and attempt to rectify any errors, failures or malfunctions of the Back-Office Platform so as to restore Your access as soon as possible and to minimise disruption to You and the use and operation of the Equipment.

3.6 Where the Equipment is not functioning correctly, a Service Ticket can be raised with the Service and Support Team by one (or more) of the following means:

3.6.1 the Network Team will raise a Service Ticket if they identify a possible fault via the remote monitoring of the Equipment or if they receive a fault notification alert from the Equipment; and

3.6.2 the Primary POC can raise a Service Ticket by emailing support@crackingenergy.com.

3.7 Service Tickets will be acknowledged by the Service and Support Desk within 1 Business Day (“**Service Ticket Acknowledgement**”) and the Service and Support Desk will then carry out diagnostics in order to attempt to identify the issue.

3.8 Subject to the Egg Service and Support Team being able to access the Equipment remotely, a Service and Support Team member will attempt to resolve the issue by means of adjusting the settings and/or configurations, and/or updating the firmware, as appropriate, (“**Remote Maintenance**”) in accordance with the applicable Service Level Agreement.

4 Annual Service

4.1 Subject to You paying the Recurring Charges, Egg will attend the Site to inspect, test and service the Equipment on an annual basis in accordance with Egg’s Solar & Storage planned maintenance checklist. Following completion of the service visit, Egg will provide You with a full report confirming all items checked, any repairs or replacements effected and any firmware updates applied.

- 4.2 Annual Service visits shall be carried out in accordance with the applicable Service Level Agreement but Egg will use reasonable endeavours to ensure that it occurs prior to each peak generating season (April to August)
- 4.3 Egg will use reasonable endeavours to ensure that any intrusive works requiring the Equipment to be disconnected are performed during the months of December, January, and February.
- 4.4 In the event that Egg's technicians attend the Site to carry out On-Site Maintenance Services, they may also, during that visit, conduct the annual inspection as detailed in paragraph 4.1 above (if applicable), providing that at least 9 months have passed since the previous inspection.
- 4.5 Where You purchase Business Plus Hardware Management Services (or as part of a Managed Service) Egg will arrange for cleaning of the Equipment where this is deemed necessary by Egg to maintain the expected performance of the Equipment (but not more than once in any 12 month period).

5 On-Site Maintenance Services

- 5.1 Where an issue is not resolved remotely by the Service and Support Team, next steps will be dependent on the Hardware Management Services Package you have selected, as follows:

- 5.1.1 **Business Essentials:** The Service and Support Team will close the Service Ticket and advise You in writing of the relevant charges that will apply if you wish Egg's On-Site Maintenance Team to attend the Site. Where you confirm in writing that you want Egg's On-Site Maintenance Team to attend the Site, the Service and Support Team will raise a Service Ticket with the On-site Maintenance Team;
- 5.1.2 **Business Plus:** the Service and Support Team will automatically raise a Service Ticket with the On-site Maintenance Team,

("Service Ticket Escalation")

- 5.2 The Service and Support Team will contact the Primary POC to arrange for a technician to attend the site to assess the Equipment in accordance with the applicable Service Level Agreement.

6 Service Level Agreement

- 6.1 The Service Level Agreement for Solar and Storage Maintenance Services shall be as set out below dependant on the Hardware Management Services Package You have selected:

6.1.1 Business Essentials

Service	Service Level	Service Credit Payable
Remote Maintenance	Remote fix to be attempted within 2 Business Days of Service Ticket Acknowledgement	N/A
On-Site Maintenance	On-Site Maintenance Team to attend Site within 10 Business Days of Service Ticket Escalation	N/A

6.1.2 Business Plus

Service	Service Level	Service Credit Payable
Remote Maintenance	Remote fix to be attempted within 1 Business Day of Service Ticket Acknowledgement	10% of the of the monthly Recurring Charge payable in

		respect of the affected Equipment for each Service Ticket in respect of which the service level was not met.
On-Site Maintenance	On-Site Maintenance Team to attend Site within 10 Business Days of Service Ticket Escalation	10% of the of the monthly Recurring Charge payable in respect of the affected Equipment for each Service Ticket in respect of which the service level was not met.
Annual Service	Annual service to be performed within 15 months of the installation date or most recent service visit.	10% of the of the monthly Recurring Charge payable in respect of the affected Equipment.

6.2 For the avoidance of doubt, Egg shall be deemed to have met the relevant Service Level where it offers an on-site appointment time

within the relevant response window notwithstanding that You and/or Your end customer is not able to facilitate such appointment time.

7 Managed Service

7.1 This paragraph 7 shall only apply where Egg provides the Equipment as a Managed Service.

7.2 Following the expiry of the Initial Service Term, You shall be entitled to serve written notice on Egg to elect to commit for a further fixed term of not less than five (5) years and not more than seven (7) years (a “**Further Fixed Term**”). During any Further Fixed Term, the Recurring Charge shall be reduced in accordance with the following formula:

$$\text{Recurring Charge during the Initial Service Term} \times 0.3$$

7.3 If You wish to terminate the Agreement before the expiry of the Further Fixed Term then You shall be obliged to pay the Cancellation Charges, in accordance with clause 13.11 of the Standard Terms and Conditions, save that any reference therein to the Initial Service Term shall be deemed to be to the Further Fixed Term.

7.4 Without prejudice to any of Egg’s other rights or remedies under the Agreement, in the event that You fail to make any payment when it becomes due, We shall be entitled (and You hereby authorise us) to:

7.4.1 remotely access the inverter to turn it off and thereby prevent the Equipment from functioning; and

7.4.2 suspend Your access to the Back-Office Platform,

until such time as We receive from You all sums owed under the terms of the Agreement (including any interest).

7.5 We shall not be liable for any costs or losses sustained or incurred by You arising as a result of Egg exercising its rights under paragraph 7.4