



# Tenant Subscriber Terms of Service

Version: 8/28/2025

*For a plain language summary of this ToS, please [click here](#). This summary is provided only as a courtesy and does not modify or replace this Tenant Subscriber Terms of Service.*

This Tenant Subscriber Terms of Service (this “TOS”) is between Ivy Energy, Inc. (“Ivy,” the “Service Provider,” “We,” “Us,” or “Our”) and the individual or entity (the “Tenant,” the “Subscriber,” “You,” or “Your”) that is receiving billing, reporting, and other services from Ivy through its relationship to the Owner (as defined below). By registering on Ivy’s Tenant Portal or receiving the Ivy Services (as defined below), Tenant agrees to follow and be bound by this TOS.

Ivy is engaged in providing various energy monitoring, billing, and tenant energy management services (the “Services”) known as the Ivy™ Platform that allows landlords and third party owners to supply and charge for solar electricity, battery storage, electric vehicle charging, and other distributed energy resources on their investments and monitors actual energy consumption by individual units in multi-unit facilities;

By using the Ivy Services, You agree as follows::

## Section 1

### RELATIONSHIP OF PARTIES

1.1 Ivy has been contracted to provide certain Services to You by Owner, which is typically Your landlord or a third party who owns a solar, EV charging, battery storage, or other distributed energy System. Owner has shared Your information with Ivy in order to allow Us to provide Services to Owner and to You, which may include solar and DER billing statements, reporting, access to the Tenant Portal, and other features from time to time. Ivy is obligated to follow the terms of the Service Agreement, which is its agreement with Owner, pursuant to which Owner has authorized Ivy to provide the Services to You, as agreed by You when you signed an agreement (a “Tenant Agreement”), typically a lease addendum or similar contract between You and Owner that enrolls You in the Program.

1.2 IVY DOES NOT COLLECT PAYMENTS ON BEHALF OF OWNER AND IS NOT A PAYMENT INTERMEDIARY. ALL FINANCIAL TRANSACTIONS RELATED TO THE SYSTEM ARE THE RESPONSIBILITY OF THE OWNER, NOT IVY, INCLUDING WITHOUT LIMITATION PAYMENTS MADE BY OR OWED TO TENANTS, A UTILITY, OR ANY OTHER THIRD PARTY. IVY WILL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THE ACCURACY OF THE SERVICES AND ALL DATA PROVIDED TO THE OWNER AND TO THE TENANT. IVY IS NOT LIABLE OR RESPONSIBLE FOR (I) ANY INACCURACY, UNAVAILABILITY, OR INCONSISTENCY IN THIRD PARTY DATA, OR (II) ANY THIRD PARTY EQUIPMENT, INCLUDING WITHOUT LIMITATION THE SYSTEM OR ANY OWNER, UTILITY, OR OTHER THIRD PARTY METERS MEASURING ELECTRICITY CONSUMPTION OR PRODUCTION ON THE SYSTEM OR THE PROPERTY. TO THE EXTENT THAT IVY DISCOVERS THAT ANY BILLING OR PAYMENT DATA PROVIDED TO OWNER OR TENANT WAS INCORRECT, INCLUDING WITHOUT LIMITATION DUE TO INCORRECT OR MISSING THIRD PARTY DATA, IVY WILL ATTEMPT TO OBTAIN THE CORRECT DATA AND WILL PROMPTLY PROVIDE CORRECTED BILLING OR PAYMENT DATA TO OWNER OR TENANT (AS APPLICABLE). THE FOREGOING SENTENCE SETS FORTH IVY ENERGY’S SOLE LIABILITY WITH REGARD TO ERRORS IN, ABSENCE OF, OR ANY OTHER DEFICIENCIES IN THIRD PARTY DATA OR AS A RESULT THEREOF. THIRD PARTY EQUIPMENT IS PERMITTED TO INTEROPERATE WITH THE PLATFORM ONLY AS A CONVENIENCE, AND THE CONNECTION OF ANY THIRD PARTY

EQUIPMENT TO THE PLATFORM DOES NOT MEAN IVY ENDORSES, SUPPORTS OR WARRANTS THE THIRD PARTY EQUIPMENT.

## **Section 2**

### **YOUR OBLIGATIONS**

2.1 You shall be responsible for authorizing Ivy to obtain the data access it needs to provide the Services, which may include, without limitation, authorization to access to Your Utility account and Utility data. Failure to provide Ivy with the required authorizations to access accounts and data may result in estimated billing statements and inaccuracy in the Deliverables. If You do not initially provide Ivy with data access, but later do provide such access, Ivy will make good faith efforts to retroactively correct any inaccurate Deliverables which were delivered up to three (3) months before You provide such access or data.

2.2 You shall not directly or indirectly: (a) copy the Platform through any means; (b) use the Platform in any service bureau capacity including, without limitation, using the Services to process any energy usage data and related billing for any third party; © reverse engineer, map, decompile, enhance, or make derivative works, translations, or compilations or portions or otherwise derive the source code, internal structure, organization or any other aspect of the Platform or any part thereof or analyze the Platform for the purpose of creating products or services having similar functionality as the Services being licensed, or directly or indirectly aid, abet or permit others to do so; (d) use or permit the use of the Services by anyone other than for Your internal purposes; (e) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to Service Provider's servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (f) use the Services in any manner that damages, disables, overburdens, or impairs any of Service Provider's websites or interferes with any other party's use of the Services; (g) attempt to gain unauthorized access to the Platform; (h) access the Platform other than through Service Provider's interface; or (i) use the Services for any purpose or in any manner that is unlawful or prohibited by this TOS.

## **Section 3**

### **SERVICES LICENSE**

3.1 In exchange for Owner's payment to Service Provider of the applicable fees under the Service Agreement, during the term of this TOS, Service Provider grants to You a personal, nonexclusive, nontransferable, non-assignable, terminable license, without the right to sublicense, to access the Services, solely for Your own internal use, solely in accordance with this TOS.

3.2 In the event that the Service Agreement expires or is terminated, or if it is breached by Owner, Ivy may suspend Your access to the Services.

3.3 Every reasonable effort will be made to avoid unscheduled downtime of the Services; however, uninterrupted access to the Platform is not guaranteed or implied. Service Provider will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned down-time for maintenance. SERVICE PROVIDER MAKES NO GUARANTEE THAT THE SERVICES WILL BE AVAILABLE 100% OF THE TIME OR THAT THE PLATFORM WILL NOT UNDERGO OUTAGES. Service Provider will maintain commercially appropriate administrative, physical, and technical safeguards to protect Tenant Data while in the custody of Service Provider on the Platform. Tenant consents to the processing of Tenant Data in the United States.

3.4 Notwithstanding anything to the contrary herein, all rights not specifically granted in the license above shall be reserved and remain always with Service Provider.

## **Section 4**

### **SUPPORT SERVICES**

4.1 In exchange for Owner's payment to Service Provider of the applicable fees under the Service Agreement, Service Provider will provide Tenant with Support Services, including Phone and Email support, as outlined on the Ivy

website's support page. Email can be submitted to support@ivy.energy. Email responses are provided during phone support hours only. Service Provider attempts to respond to email support questions within one business day but does not promise or guarantee any specific response time.

4.2 The following exceptions apply to Service Provider's obligations to provide Support Services during the term of this TOS: (a) Support Services to be provided shall not cover the maintenance of any Third Party Equipment; and (b) if Owner or Tenant fails to follow all of Service Provider's instructions or comply with any of its obligations in the Service Agreement or this TOS (as applicable), then Service Provider's obligation to provide Support Services may be suspended. Service Provider may limit or deny Tenant's access to Support Services if Service Provider determines in its reasonable discretion that Tenant is acting, or has acted, in a way that results or has resulted in misuse of Support Services or abuse of Service Provider representatives.

## **Section 5 PROPRIETARY RIGHTS**

5.1 As between the parties, title in and to the Platform, Documentation, Templates, Services, Service Provider Content, and Aggregate/Anonymous Data shall always remain with Service Provider, and Tenant shall not acquire any interest therein except the limited right to access and use the Platform and receive Services as expressly provided in this TOS. Service Provider's trademarks may not be used without Service Provider's prior written permission.

5.2 Tenant hereby grants Service Provider a non-exclusive paid-up right and license, with the right to sublicense to Service Provider Contractors, to use, copy, modify and prepare derivative works of Tenant Data, as necessary to perform the Services hereunder and generate Derived Data. All comments and suggestions provided by Tenant with respect to the Services shall be Service Provider's Confidential Information and Service Provider shall own all rights to such comments and suggestions and may use and incorporate them into the Services without payment or attribution to Tenant.

## **Section 6 TENANT DATA**

6.1 Service Provider shall process Personal Information of Tenants in accordance with all Data Protection Laws, the Service Agreement, and its Privacy Policy. Service Provider shall take commercially reasonable technical and organizational measures that are necessary to protect against the unauthorized or unlawful processing of or the unauthorized or unlawful disclosure of such Personal Information.

6.2 Tenant agrees that, notwithstanding anything in this TOS to the contrary, Service Provider may, subject to all restrictions and consent requirements established by Data Protection Laws, at all times access, analyze, process, store, maintain, retain, use, disclose, create derivative works of, transfer, and copy any or all Tenant Data collected, compiled, accessible, produced, or received under or in connection with this TOS or the Services, solely for the following purposes: (i) to perform, provide, or make available the Services to Owner or as otherwise expressly permitted or required by this TOS; (ii) for legal, accounting and regulatory purposes of Service Provider and its successors and assigns, including, without limitation, (1) to respond to disputes by Owner or Tenant; (2) to provide copies of a Tenant's file to such Tenant upon request; (3) to respond to, defend, initiate, and prosecute litigation, actions, claims, or proceedings; (4) to respond to court, regulatory agency, or other subpoenas or orders; or (5) to respond to inquiries or requests for information from Owner or the Tenant with respect to whom the information relates; (iv) as instructed, agreed, consented to, or authorized by Owner; or (v) as instructed, agreed, consented to, or authorized by the Tenant with respect to whom the information relates, by any legal consent, including but not limited to, through a consent application that the individual utilizes to manage, own, maintain, control, and share their Personal Information, including without limitation, in connection with services developed or offered by Service Provider outside the scope of this TOS so long as Service Provider complies with all applicable legal requirements; (vi) to the purchaser of or successor to all or substantially all of the assets or business of Service Provider, or all or substantially all of the assets or business of Service Provider used in provision of any of the Services; or (vii) to send to Owner or the Tenant with respect to whom the information relates personnel announcements, updates, notices,

and information regarding the Services, including but not limited to, important updates and notices regarding maintenance or downtime.

6.3 Notwithstanding anything contained in this TOS to the contrary, Service Provider may at all times store, maintain, retain, analyze, access, use, disclose, reproduce, copy, publicize, create derivative works from, and process Aggregate/Anonymous Data, in its sole discretion, without restriction and without crediting or compensating Tenant or any other person or entity, including, without limitation, for Service Provider's internal business purposes and for purposes of creating and distributing to others reports, data products, papers, and analyses.

6.4 Service Provider shall only access the Tenant Data in a manner that is consistent with the Service Agreement, this TOS and Ivy's Privacy Policy, and only in connection with performing the Services. Without limiting any other obligation of Service Provider hereunder, Service Provider and Tenant agree that:

(a) Service Provider shall comply with all Data Protection Laws in its provision of the Services and processing of Tenant Data. To the extent any Personal Information is collected from Tenant by Service Provider in connection with the Services, Service Provider is prohibited from retaining, using, or disclosing such Personal Information other than as set forth in this TOS or the Service Agreement, including retaining, using, or disclosing such Personal Information for a Commercial Purpose other than performing the Business Purposes. The foregoing does not constitute an admission that any sharing of Personal Information constitutes a Sale.

(b) For purposes of this section 6.4, the terms "Business," "Business Purpose," "Commercial Purposes," "Personal Information," "Sell," "Sale," and "Service Provider" have the meanings defined in the California Consumer Privacy Act.

6.5 Notwithstanding anything to the contrary herein, Service Provider reserves the right at all times to disclose any information as necessary to satisfy its obligations under Applicable Law.

## **Section 7**

### **TERM AND TERMINATION**

7.1 The term of this TOS shall begin on the later of the date that (a) Ivy begins to provide Services to Tenant in connection with the Service Agreement and (b) Tenant enters into the Tenant Agreement with Owner, and shall continue until the earlier of the termination or expiration of the (i) Service Agreement or (ii) the Tenant Agreement.

7.2 Service Provider may suspend Tenant's access to any or all Services without notice for use of the Services (i) in a way that violates Applicable Law or the terms of this TOS, including without limitation Section 2.2 above; (ii) subjecting it to or involving denial of service attacks or other disruptive activity; (iii) that creates a security vulnerability for the Services or others; (iv) that consumes excessive bandwidth; or (v) that causes harm to Service Provider or others.

7.3 Notwithstanding any termination or expiration, the following Sections of this TOS shall survive and continue in full force and effect despite termination or expiration of the Statement of Services: ; Section 5 (Proprietary Rights); Section 7 (Term and Termination); Section 8 (Indemnification); Section 9 (Miscellaneous); and Section 10 (Definitions).

7.4 All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

## **Section 8**

### **DISCLAIMERS AND LIMITATIONS**

8.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DOES NOT MAKE ANY WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, CONCERNING SERVICES AND DELIVERABLES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, WARRANTIES OF MERCHANTABILITY, OR OF MERCHANTABLE QUALITY, OR OF FITNESS FOR ANY PURPOSE, PARTICULARLY, SPECIFIC OR

OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SERVICES, DELIVERABLES, DATA MADE AVAILABLE FROM THE SERVICES OR THE SERVICE PROVIDER CONTENT, FOR ANY PURPOSE. TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND ANY AND ALL SERVICE PROVIDER CONTENT AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SERVICE PROVIDER MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES OR DELIVERABLES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SERVICE PROVIDER DISCLAIMS ALL LIABILITY WITH RESPECT TO THIRD PARTY EQUIPMENT THAT OWNER OR TENANT USES. SERVICE PROVIDER'S LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER this TOS.

8.2 TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), RELATING TO this TOS, THE SERVICES, THE BREACH THEREOF, THE USE OR INABILITY TO USE ANY DELIVERABLES, THE RESULTS GENERATED FROM THE USE OF DELIVERABLES, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND), IN CONNECTION WITH OR RELATED TO THE SERVICES, this TOS, OR ANY STATEMENT OF SERVICES SHALL IN NO CIRCUMSTANCE ONE HUNDRED DOLLARS (\$100).

8.3 EXCEPT FOR ACTIONS FOR BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO this TOS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

## **Section 9 MISCELLANEOUS**

9.1 This TOS shall be governed by, and construed in accordance with, the internal laws of the State of California, and without regard to the United Nations Convention on the International Sale of Goods. Any proceeding related to this TOS shall be brought only in a court of competent jurisdiction located in San Diego County, California, and each party irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of this TOS or the transactions relating to its subject matter.

9.2 The relationship between Service Provider and Tenant is only that of independent contractors. Neither party is the agent or legal representative of the other party, and neither party has the right or authority to bind the other party in any way. Nothing in this TOS shall be deemed or construed by the parties or any other entity to create an agency, partnership or joint venture between Service Provider and Tenant.

9.3 This TOS constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

9.4 This TOS may be updated or amended by Ivy from time to time for legal, regulatory, commercial or security reasons, or to enable or ensure appropriate delivery of the Services (collectively, "Modifications"). Any such Modifications shall be deemed accepted upon Tenant's receipt of notice of such change; provided, that Tenant may provide notice of any objection to the Modifications to [legal@ivy-energy.com](mailto:legal@ivy-energy.com) within thirty (30) days of such notice, and the Parties will engage in good faith efforts to come to mutual agreement.

9.5 A failure of either party to this TOS to enforce at any time any of the provisions of this TOS, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such performance

at any time thereafter. No waiver shall be deemed a waiver of any other breach of the same or any other term or condition hereof.

9.6 This TOS and all of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Service Provider may assign this TOS to any Affiliate or in the event of merger, reorganization, sale of all or substantially all of Service Provider's assets, change of control or operation of law. Nothing in this TOS, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this TOS.

9.7 In the event that any one or more provisions of this TOS or a Statement of Service shall for any reason be held by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this TOS or Statement of Service, as the case may be, shall be unimpaired, and each invalid, illegal or unenforceable provision shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability and shall be enforced as so modified.

9.8 This TOS is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this TOS. If Tenant is located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this TOS or the rights and obligations of the parties under this TOS.

9.9 Neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemics or delays caused by pandemics, or other event outside the reasonable control of the obligated party..

9.10 Headings are provided for convenience only and shall not be construed to alter the meaning of any provision.

9.11 All notices or other communications required or permitted to be given or delivered under this TOS shall be in writing or email and shall be deemed given to a party if delivered by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery by a nationally-recognized courier, to the address set forth above or to such other address or person as either party may from time to time designate to the other in writing or by email. Any such notice or other communication shall be deemed to be given five (5) days after its being deposited in the United States mail, or one (1) day after being deposited with a nationally recognized courier for overnight delivery or upon delivery if by email.

## **Section 10**

### **DEFINITIONS**

(a) "Account" means the individual registration and account of Subscriber.

(b) "Affiliate" means, with respect to any entity, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

© "Aggregate/Anonymous Data" means any information or data (including, without limitation, Tenant Data and Derived Data) that is (i) aggregated with other data so that the results are non-personally identifiable with respect to Tenant; and/or (ii) anonymous learning, logs, and data regarding the use of the Services.

(d) "Applicable Law" means any binding statute, law, rule, or regulation, or any binding judgment, order, writ, injunction, or decree of a court, government agency, or administrative agency to which a specified person or property is subject.

(e) "Data Protection Laws" means all applicable legislation relating to data protection and privacy.

(f) "Deliverables" means any specific deliverables provided to Subscriber in connection with the Services.

- (g) “Derived Data” means any content that is created as a result of processing Subscriber Data, using the Services, including but not limited to any usage information, allocation of financial responsibility, billing statements or other similar information, but excluding Aggregate/Anonymous Data.
- (h) “Documentation” means the documentation, materials, and information provided by Service Provider relating to the Services, in any form written or verbal, and including without limitation technical product documentation, template lease addendums, sample tenant communications, regulatory summaries, and recommendations about distributed energy resource implementation or System configuration.
- (i) “Intellectual Property Rights” means all United States and worldwide trademarks, service marks, trade dress, logos, copyrights, rights of authorship, inventions, patents, rights of inventorship, moral rights, rights of publicity and privacy, trade secrets, rights under unfair competition and unfair trade practices laws, and all other intellectual and industrial property rights related thereto.
- (j) “Losses” shall mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, without limitation, interest, penalties, and reasonable attorneys’ and other professionals’ fees, and expenses incurred in the investigation, preparation, defense, and settlement of any claim, loss, damage, or liability as to which a party is entitled to indemnification hereunder.
- (k) “Personal Information” means all information that can be used to identify, contact, or locate a natural person or can be used with other sources to identify a natural person including, but not limited to any information relating to a natural person where such information is contained within Tenant Data and is protected as personal data or personally identifiable information under applicable Data Protection Laws.
- (l) “Platform” means Service Provider’s Ivy Platform, web-based tools, functions and applications.
- (m) “Program” means the solar, EV charging, battery storage, or other distributed energy System program, run by Owner, that Ivy facilitates through its Services.
- (n) “Property” means the physical location site for which the Services are performed, as set forth on the Statement of Services.
- (o) “Representatives” means a party’s employees, directors, officers, agents, representatives, contractors, attorneys and other personnel.
- (p) “Service Agreement” means the contract, between Ivy and Owner, pursuant to which Ivy is providing the Services to Tenant.
- (q) “Service Provider Content” means all information, data, text, messages, software, graphics, images, and tags incorporated into the Platform and other proprietary materials or information which are owned by Service Provider or licensed by Service Provider from public or third party sources or which are developed incident to the Services by Service Provider, but excluding, specifically, Owner data, Tenant Data, and Derived Data.
- (r) “Service Provider Contractor” means either an Affiliate of Service Provider or a subcontractor that is contracted by Service Provider to provide Services hereunder.
- (s) “Support Services” means providing remote assistance to Tenants regarding the Services.
- (t) “System” means the onsite distributed energy resource(s) for which the Services are provided, including without limitation solar, wind, or other onsite electricity generation systems; electricity storage systems; electric vehicle charging facilities; demand response devices or systems; or any other type of electricity generation, storage, monitoring, or consumption devices supported by the Platform.
- (u) “Tenant Agreement” means the contract, between Tenant and Owner, which governs the Program for which Ivy is providing Services, including Services to Tenant.
- (v) “Tenant Data” means all Personal Information of Tenants.

(w) “Third Party Data” means any data, materials, documents, or other information collected from or otherwise furnished by any party other than Service Provider, including without limitation data derived from Third Party Equipment; tariff data from a utility or other third party data provider; tariff eligibility information about a Tenant; utility bill data; generation and consumption meter data; data provided via the DOE’s Green Button Connect program; Owner data; and Tenant Data.

(x) “Third Party Equipment” means any equipment, fixtures, hardware, software and firmware that are provided by third parties which are used in connection with, or which provide data feeds to, or otherwise interoperate with the Platform or any of the Services, including, but not limited to, solar panels and related hardware, accounting systems, energy meters and network equipment.