

RSUI INDEMNITY COMPANY
(A Stock Insurance Company)

SOLAR POWER OEM 2.0 v4
CONTRACTUAL LIABILITY INSURANCE POLICY

IMPORTANT NOTE: “Covered Solar Energy Collection Equipment” must be identified and reported to us in accordance with the Reports of “Covered Solar Energy Collection Equipment” Condition; otherwise, there will be no coverage under this “Policy” for “Losses” relating to that equipment. In addition, “Losses” must be reported to us in accordance with the Annual Reporting Requirement Condition; otherwise, no coverage exists for such “Losses” under this “Policy”. Various other provisions in this “Policy” likewise limit or restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this “Policy”, the words “you” and “your” refer to the “Insured” shown in the Declarations of this “Policy”. The words “we”, “us” and “our” refer to the Company providing this Insurance. Other words and phrases that are capitalized or that appear in quotation marks have special meaning. Refer to Section D.—DEFINITIONS.

RSUI Indemnity Company (Company), subject to all the terms of this “Policy”, agrees with the “Insured” as follows:

In consideration of the payment of premium set forth herein, and in reliance upon the statements made in the Declarations of this “Policy” and subject to the Limits of Liability, Exclusions, Conditions and other terms of this “Policy”, we agree:

A. COVERAGE

1. Subject to any “Self-Insured Retention” and “Insured Co-Participation”, we will pay you for “Loss” you incur or will incur:
 - a) In the event that “Covered Solar Energy Collection Equipment” fails to meet your warranted level of energy yield, to:
 - 1) Repair or replace equipment in order to conform its energy performance to your “Warranted Energy Production Level”; or
 - 2) Furnish financial settlement to your customer because of the failure of the “Covered Solar Energy Collection Equipment” to achieve its “Warranted Energy Production Level”, but only in accordance with your “Warranty Terms”.
2. Under no circumstances shall the coverage afforded by this “Policy” exceed the lesser of:
 - a) The “Warranty Terms”;

- b) The "Actual Cash Value" of the "Damaged" "Covered Solar Energy Collection Equipment"; or
 - c) The Limits of Liability of this "Policy".
3. Coverage is limited solely to "Losses" that occur during the "Warranty Period of Coverage" and are reported to us in accordance with the Annual Reporting Requirement under Condition E.4.

B. EXCLUSIONS

This "Policy" does not provide coverage for:

1. Any "Loss" arising from a warranty that has not been accepted by us in writing;
2. Direct physical damage to or destruction of to "Covered Solar Energy Collection Equipment" by any peril or cause;
3. Consequential or incidental loss of any kind, including but not limited to loss of use of "Covered Solar Energy Collection Equipment," loss of revenue or income, or any extra expense you incur including but not limited to shipping, receiving, handling, inspecting, testing or installing any "Covered Solar Energy Collection Equipment";
4. Any "Loss" or "Damage" arising from or caused by any repair;
5. Any "Loss" or "Damage" arising from or caused by abuse, misuse or neglect of the "Covered Solar Energy Collection Equipment";
6. Any "Loss" or "Damage" arising from or caused by a failure to maintain the "Covered Solar Energy Collection Equipment" or by improper maintenance of the "Covered Solar Energy Collection Equipment";
7. Any "Loss" or "Damage" arising from or caused by the delivery and/or installation of the "Covered Solar Energy Collection Equipment";
8. Product recall expenses;
9. "Loss" within the "Self-Insured Retention" amount shown in the Declarations Page;
10. That portion of "Loss" that falls within the "Insured Co-Participation";
11. Any "Loss", in excess of the Limits of Liability indicated on the Declarations of the "Policy";
12. The cost you incur to rectify or remedy a defect in product design, assembly, materials, engineering or manufacturing, including efforts you undertake to research, re-design, re-draft, re-tool or re-engineer the product, work practices or production processes;
13. Any "Loss" or "Damage" arising from or caused by events specifically excluded by your "Warranty Terms;"
14. Any liability for bodily injury, property damage, personal injury or advertising injury;
15. Any actual or alleged breach of any implied warranties arising by operation of law;
16. Any "Loss", "Damage" arising from a willful act or gross negligence on your part;
17. Your obligation or duty to anyone other than "the Warranty Holder";
18. Any "Loss" or "Damage" arising from the interruption of service from any "Covered Solar Energy Collection Equipment" regardless of the cause, including, but not

- limited to, unavailability or delay of replacement part(s), services or servicing equipment;
19. Any defense or representation against a "Suit" or other judicial or administrative proceeding;
 20. Any "Loss" or "Damage" based upon, arising out of or in connection with any actual or alleged violation of any federal, state or local laws or regulations by you;
 21. Any "Loss" or "Damage" arising from a nuclear reaction, nuclear radiation or radioactive contamination;
 22. Any "Loss" or "Damage" arising from hostile or warlike actions, insurrection, rebellion, riots, civil unrest, revolution, civil war, usurped power in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack by:
 - a. Any government or sovereign power (de jure or de facto);
 - b. Any authority maintaining or using military, naval or air forces;
 - c. Any military, naval or air forces;
 - d. Any agent of any government, power authority or force;
 23. Any fines or penalties imposed on you by any governmental entity or "Warranty Holder";
 24. Any "Loss" or "Damage" arising from or caused by a "Pollution Incident";
 25. Any "Loss" or "Damage" caused directly or indirectly by "Terrorism", including but not limited to action in hindering or defending against an actual or expected incident of "Terrorism". Such "Loss" or "Damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss;
 26. "Loss" or "Damage" directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process, or any other electronic system;
 27. Any "Loss" or "Damage" arising out of any "Product Defect where the defect was known to you prior to the sale of "Covered Solar Energy Collection Equipment" incorporating that "Product Defect".

C. LIMITS OF LIABILITY

1. The Aggregate Limits of Liability stated in the Declarations of this "Policy" shall be the maximum amount payable hereunder for all "Losses".
2. The "Self-Insured Retention," if any shown in the Declarations of this "Policy" shall apply separately to each "Loss", subject to any aggregate "Self-Insured Retention". If an aggregate "Self-Insured Retention" is shown in the Declarations of the "Policy", the aggregate shall be the maximum "Self-Insured Retention" payable by the "Insured" for all "Losses".
3. The "Insured Co-Participation," if any, shown in the Declarations of this "Policy" shall apply separately to each "Loss" after the exhaustion of any "Self-Insured Retention".

D. DEFINITIONS

1. Actual Cash Value

Means either a) or b) below, reduced by any salvage you may gain by reselling or recycling the "Covered Solar Energy Collection Equipment" that is the subject of the "Loss" or by employing that equipment for your own use:

a) Except for when b) applies, the price at the time of your sale of "Covered Solar Energy Collection Equipment" reduced by an amount equal to 4% of that price per each 365 day period following your warranty start date, which is the date your product warranty becomes effected as defined in your "Warranty Terms" until the conclusion of the twenty-fifth period.

b) Any new "Covered Solar Energy Collection Equipment" provided to your "Warranty Holder" as replacement for defective "Covered Solar Energy Collection Equipment" shall be deemed to have value not to exceed the "Actual Cash Value" of the "Covered Solar Energy Collection Equipment" it replaces as determined by a) above; however, if the cost of new equipment is less than the calculated "Actual Cash Value", the "Actual Cash Value" will be either the replacement cost of such new equipment or the "Actual Cash Value" of equipment you are replacing, (as determined by a) above, whichever is less.

2. Annual Period

Means each 12 month period that runs from one "Policy Anniversary" to the next "Policy Anniversary", commencing with the inception date of this "Policy".

3. Bankruptcy

Means the discharge from debt obtained either under:

- a) the bankruptcy laws of the United States of America; or
- b) bankruptcy proceedings in another country, but only to the extent the specific proceedings were recognized pursuant to the bankruptcy laws of the United States of America.

4. Claim or Claims

Means a demand made by you to us for payment for "Loss" under this "Policy".

5. Claims Administrator

Means any third party claims administrator that may be appointed by us pursuant to Condition E.3. of this "Policy".

6. Covered Solar Energy Collection Equipment

- a) Means equipment designed for the collection of solar energy for the production of electricity made of new or reprocessed and certified as new materials that are free of any known defects and that are certified by an international certification organization, including photovoltaic cells, panels

and modules, which were sold by you during the "Policy Period" and has been reported in accordance with Condition E.25. of this "Policy".

- b) "Covered Solar Energy Collection Equipment" does not include:
- 1) Any equipment that has not been reported in accordance with Condition E.25 of this "Policy";
 - 2) Foundation, support apparatus or footings;
 - 3) Cabinet, compartment, conduit or ductwork;
 - 4) Vehicle or any equipment mounted on a vehicle;
 - 5) Transmission cables, wires or lines and related equipment, including but not limited to batteries, inverters and transformers, that are not your product; and
 - 6) Data.

7. Covered Warranty

Means a written warranty issued by you to a "Warranty Holder", which has become effective during the "Policy Period", has been accepted by us in writing, and has been attached to this "Policy" by endorsement.

8. Damage or Damaged

Means the impairment of usefulness or failure of "Covered Solar Energy Collection Equipment".

9. Insured

Means the "Insured" shown in the Declarations of this "Policy".

10. Insured Co-Participation

Means the percentage shown in the Declarations of this "Policy", which is the percentage owed by the "Insured" for each and every "Loss" after the exhaustion of any "Self-Insured Retention".

11. Loss or Losses

Means the amounts you are obligated to pay or incur in the fulfillment of your "Warranty Terms" that arises from a valid demand for remedy made to you by a "Warranty Holder" for "Covered Solar Energy Collection Equipment". A "Loss" may combine multiple demands, whether made to you by a single "Warranty Holder" or multiple "Warranty Holders", into one "Loss", but only when:

- a) The valid demands for remedy relate to the same product model of "Covered Solar Energy Collection Equipment";
- b) The "Covered Solar Energy Collection Equipment" suffers from the same "Product Defect"; and
- c) You prove that all such valid demands were received by you during a period of no more than thirty (30) consecutive calendar days.

12. Policy

Means this contract of insurance.

13. Policy Anniversary

Means the same day and month as the inception day and month of this "Policy".

14. Policy Period

Means the period from the effective date as shown on the Declarations this "Policy" to the termination of the "Policy", as shown on the Declarations, or its earlier cancellation date, if any.

15. Pollution Incident

Means the emission, discharge, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

16. Premium

Means the amount calculated in accordance with the Declarations of this "Policy". All "Premium" is fully earned by the Company upon the effective date of this "Policy".

17. Self-Insured Retention

Mean the amount of an insurable "Loss" as stated in the Declarations of this "Policy", which is your responsibility, and which you shall bear before any payment is made to you by the Company.

18. Suit or Suits

Means civil and criminal actions or proceedings, including lawsuits, arbitration proceeding, mediations, and any other adjudicatory or alternative dispute resolution proceedings.

19. Standard Test Conditions

Means a set of reference photovoltaic device measurement conditions set forth in IEC 61853-1 or any amendments thereto as of the time of the "Loss".

20. Terrorism

Means activities against persons, organizations or property of any nature that involve any of the following or preparation for any of the following:

- a) Use of threat of force or violence;
- b) Commission or threat of a dangerous act;
- c) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system, and when the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- d) Where it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives, or to express (or express opposition to) a philosophy or ideology.

21. Warranted Energy Production Level

Means your warranted level of energy yield for “Covered Solar Energy Collection Equipment” as defined or set forth in your “Warranty Terms”.

22. Warranty Holder

Means any individual or entity that is qualified to make a demand for remedy of “Damage” in accordance with your product “Warranty Terms”.

23. Warranty Period of Coverage

Means the period of time during which insurance provided by this Policy shall reimburse you for “Claims” to “Covered Solar Energy Collection Equipment”. This is shown in the Declarations as the “Warranty Period of Coverage”.

24. Warranty Terms

Means the terms of your “Covered Warranty”.

E. CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Access to Records

We shall have access at any and all reasonable times during the “Warranty Period of Coverage”, or thereafter for any unresolved “Claims”, to your books and records, wherever located, as they relate to “Covered Solar Energy Collection Equipment” or “Losses”.

3. Administration of Claims

You shall be responsible for administering, investigating and settling “Claims”, subject to our right to associate in the handling or defense of any “Claim”.

4. Annual Reporting Requirement

You must notify us in writing of each “loss” within sixty (60) days of the end of the “Annual Period” in which the “loss” first occurred. For each “loss”, the written notice shall:

- a) Identify the “Covered Solar Energy Collection Equipment”;
- b) Identify the “Covered Warranty”;
- c) Identify the “Warranty Holder” making the demand for remedy;
- d) Describe the demand for remedy giving rise to the “loss”;
- e) Describe the extent of the “loss”; and

- f) Provide any additional information that may be reasonably requested by us. Failure to provide this required written notice of a "loss" within sixty (60) days from the end of the "Annual Period" in which the "loss" first occurred will result in there being no coverage for that "loss" under this "Policy". This Annual Reporting Requirement in no way modifies your obligations under Condition E.14 or any other provision of this "Policy".

5. Assignment of Rights

Assignment of interest under this policy shall not bind us unless and until our consent is endorsed hereon. Nothing in this Condition shall restrict the application of Condition E.6 of this "Policy".

6. Bankruptcy

Your "Bankruptcy" shall not relieve us of our obligations under this "Policy". In the event of your "Bankruptcy", your "Warranty Holder" shall have the same rights and obligations under this "Policy" that you have. Under no circumstances shall we:

- a) Have any liability to the "Warranty Holder" beyond that which we would have had to you but for your bankruptcy;
- b) Be deemed to have assumed any obligations under the "Covered Warranty";
- or
- c) Have any liability to the "Warranty Holder" within the "Self-Insured Retention" amount. Each "Claim" made pursuant to this Condition E.6 is subject to a separate "Self-Insured Retention", regardless of any aggregate "Self-Insured Retention" that may be part of this "Policy".

7. Burden of Proof

Before payment can be made on any "Claim" or "Loss", you must:

- a) Submit to us a detailed Proof of Loss in a form acceptable to us containing the information we may request with respect to the "Loss"; and
- b) Provide reasonable proof of any "Loss" sustained. Such proof shall include:
 - 1) A description of the "Covered Solar Energy Collection Equipment" and the components involved, and a description of how, when and where the "Damage" occurred;
 - 2) Complete inventories of the property or equipment that is the subject of any "Loss", including quantities, costs, values and the amount of "Loss" being claimed;
 - 3) Documentation of the testing of "Covered Solar Energy Collection Equipment" in accordance with "Standard Test Conditions" defined in International Electrotechnical Commission (IEC) standards. The extent of testing and documentation that is required shall be governed by your "Warranty Terms"; however, to the extent your "Warranty Terms" do not specifically set forth the actual testing and documentation that is required, the required testing and

documentation shall be as mutually agreed between you and us to sufficiently demonstrate the extent of the "Loss"; and

- 4) Any other information or documentation, including but not limited to any inspection or testing reports, and qualified estimates or invoices for repair or replacement of "Covered Solar Energy Equipment", that may assist us in evaluating and substantiating the "Loss".

8. Cancellation/Nonrenewal

Neither you nor the Company may cancel this "Policy", except that we may cancel this "Policy" for non-payment of premium.

9. Changes of Risks

You shall notify us and provide information to us about any change in the design, engineering, manufacturing, testing, materials, and operating and maintenance specifications for "Covered Solar Energy Collection Equipment" that a reasonably prudent insurer would consider material to the acceptance of risk under the terms and conditions of a policy of insurance such as this "Policy". This "Policy" may be rescinded by us if you fail to provide us such notification and information. In addition, we may, at our discretion, and as a result of a change of risk, change the terms of this "Policy"; however, we may not change the "Policy Period" nor cancel the "Policy".

10. Concealment, Misrepresentation or Fraud

This "Policy" shall be void if you have concealed or misrepresented any material fact concerning this "Policy" or the subject thereof. This "Policy" also shall be void in case of any fraud, attempted fraud, intentional concealment, misrepresentation, or false swearing by any "Insured" or its representatives regarding any matter relating to this "Policy" or any "Claim" or "Loss" under this "Policy".

11. Conformity of Statute

The terms of this "Policy" that are in conflict with the statutes of the state wherein this "Policy" is issued are hereby amended to conform to such statutes.

12. Coverage Territory

Any "Claim" or "Loss" under this "Policy" may relate to "Covered Solar Energy Collection Equipment" located worldwide, except no coverage shall be provided under this "Policy" where payment by us would violate the laws of the United States of America.

13. Currency Clause

All currency amounts referenced herein are United States Dollars.

14. Duties in the Event of Loss or Damage

- a) In addition to the requirements set forth under Condition E.4, you must see that the following are done in the event you become aware of "Damage" that may lead to a possible "Claim" or "Loss":
- 1) As soon as reasonably practicable, notify us in writing of such "Damage";
 - 2) Take all reasonable steps to preserve and salvage the "Covered Solar Energy Collection Equipment" that may be the subject of a "Loss" in order to minimize the "Damage", including taking steps in accordance with any reasonable instructions as may be given by us or anyone appointed by us;
 - 3) Expeditiously determine the extent of the "Damage" and any "Loss" and its cause, and recommend steps to remedy the "Loss" or "Damage". Thereafter, you shall submit a written report to us describing the extent of the "Damage" and any "Loss", the causes thereof and measures that you recommend are to be taken to remedy same;
 - 4) You or any person authorized by you has the duty to control all necessary repairs, provided however that you shall ensure that such repairs are performed in a proper, reasonable and economical manner;
 - 5) Upon your notification to us, you may enter into a financial settlement, carry out repairs of any "Damage", or replace items which have sustained "Damage" where the financial settlement, the cost of repair, or the cost of the replacement items would be less than the "Self Insured Retention" shown in the Declarations of this "Policy"; in all other cases we or someone retained by us shall have the opportunity to inspect the "Damage" before any repairs or alterations are effected, and we shall not unreasonably delay the exercise of this right.
- b) In addition to the requirements set forth under Condition E.4, You must see that the following are done in the event of a "Loss":
- 1) As soon as reasonably practicable, notify us in writing of such "Loss";
 - 2) You shall comply with the conditions set forth under Conditions E.14.a)2) through E.14.a)5), above, which also are applicable in the event of a "Loss";
 - 3) Permit us or anyone appointed by us to inspect any property or documents proving the "Loss", examine your books and records, make copies from your books and records, and permit us to take samples of damaged and undamaged property, which is the subject of any "Loss", for inspection, testing and analysis; and
 - 4) Cooperate with us in the investigation and/or settlement of a "Claim" or "Loss".

- c) We may examine any of the “Insured’s” owners, agents or employees under oath, while not in the presence of any other owner, agent or employee, and at such times as may be reasonably required, about any matter relating to the “Policy”, “Claim” or “Loss”, including an “Insured’s” books and records.
- d) If you have sustained your burden of proof as set forth in Condition E.7., we will not deny coverage based on any failure to comply with Condition E.14., unless we can establish that we have been prejudiced by your failure to comply with this condition.

15. Entire Agreement

This “Policy” constitutes the entire agreement between you and us with respect to the matters set forth herein and supersedes all prior documents and understandings. No amendment or addition to or endorsement of the provisions of this policy shall be valid and binding unless it is in writing and signed by us.

16. Inspection and Audit

We shall be permitted but not obligated to inspect your property and operations, including, but not limited to, the books and records, at any time during the normal business hours. Neither our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for your benefit or the benefit of others, to determine or warrant that such property or operations are safe or healthful, or in compliance with any law, rule or regulation.

17. Legal Action Against Us

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, you and us agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If you and us do not reach such solution within a period of sixty (60) consecutive calendar days, then, upon notice by either you or us to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall take place in New York, New York.

18. Marketing

No Insured shall include any reference to the Company or “RSUI Group or RSUI Indemnity Company” in any promotional marketing material without the prior written consent of Company.

19. Non-Waiver Clause

The failure of the Insured or of the Company to insist on compliance with this "Policy" or to exercise any right or remedy hereunder shall not constitute a waiver of any rights or remedy contained herein nor estop either party from thereafter demanding full and complete compliance nor prevent either party from exercising such rights or remedies.

20. Offset Clause

The parties shall be permitted to offset any balances owed between them, whether under this "Policy" or under any other policy or contract.

21. Other Insurance or Product Warranty Coverage

If other insurance is available to you which covers a "Loss" or "Damage" also covered by this "Policy", other than insurance specifically purchased as being in excess of this "Policy", this "Policy" shall operate in excess of and not contribute with such other insurance. For the purposes of this provision, a product warranty provided to you by your supply chain vendor will be considered as other insurance.

22. Our Rights

- a) We and anyone authorized by us may, without thereby incurring any liability and without diminishing our rights to rely upon any conditions of the "Policy", may take possession of or require that any of the "Covered Solar Energy Collection Equipment" be rendered to us or anyone authorized by us;
- b) We and anyone authorized by us have the right, without prejudice to an "Insured" under this "Policy", to have access to the "Covered Solar Energy Collection Equipment" to which such "Damage" has occurred in order to establish the possible cause and extent of the "Damage" and your "Loss" and its effect on any other items insured by us, and to make any reasonable recommendations for the avoidance of or minimization of the "Loss" or "Damage"; and
- c) To the extent that we make a payment of "Loss" to you and you subsequently receive payment for the same "Loss" from other insurance, including payments from manufacturer's product warranty, or from any other source, we shall be reimbursed by you to the extent of our payment for the "Loss" and the reimbursement will be made prior to any reimbursement of your "Self-Insured Retention". You shall pay such duplicated proceeds to us within thirty (30) days of your receipt of such proceeds.

23. Payment of "Claim"

- a) Payment of "Claim" or "Loss" may not be required nor shall action lie against us until, as a condition precedent thereto:

- 1) You have demonstrated that you have or that you will incur "Loss", within the scope of your "Warranty Terms";
 - 2) You have demonstrated that you have complied with the Annual Reporting Requirement as set forth under Condition E.4.
 - 3) You have sustained your burden of proof as set forth in Condition E.7.; and
 - 4) The repairs or replacements covered hereunder have been substantially undertaken or have been approved by us or our appointed "Claims Administrator" in writing.
- b) In the event of settlement, we will make payment directly to you or to such party as you may instruct us.
- c) Settlement of any "Claim" or "Loss" will satisfy our liability to you as respects a "Claim" or "Loss".

24. Payment of "Premium"

You shall pay to us the "Premiums" computed in accordance with our rules and rates no later than the effective date of this "Policy". All "Premium" is earned by us upon the effective date of this "Policy".

25. Policy Period

The expiration of the "Policy" does not relieve us of liability for the remainder of the unexpired term of the "Policy" for which "Premium" was paid or for the unexpired "Warranty Period of Coverage".

26. Representations

By acceptance of this "Policy", you agree that the statements in your application and the Declarations of this "Policy" are true and are your representations, and that this "Policy" is issued by us to you in reliance upon the truth of such representations.

27. Transfer of Rights of Recovery Against Others to Us

If we make any payment under this "Policy", we will be subrogated to all of your rights and will have the right to participate with you and any other insurer in the exercise of all of your rights to recovery against any person or organization that may liable for the "Loss". You will not do anything to impair our rights, and you will assist us in the enforcement of our rights. All payments or recoveries obtained after a settlement under this "Policy" will be applied as if obtained prior to the settlement and all necessary adjustments will then be made between you and us.

28. Valuation of a "Claim"

The maximum amount that the Company shall pay for any "Loss" for the replacement of "Covered Solar Energy Collection Equipment", which is the subject of any "Loss", is the "Actual Cash Value" of that equipment as

determined in accordance with part D.1 above, up to the applicable Limit of Liability.

IN WITNESS WHEREOF, we have caused this "Policy" to be executed and attested, and if required by state law, this "Policy" shall not be valid unless countersigned by a duly authorized representative of the Company.



RSUI Group, Inc.
945 East Paces Ferry Rd, NE
Suite 1800
Atlanta, GA 30326

Authorized Signature: _____

Title: _____

Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—THIN FILM

It is agreed that the following is added to Section **B. EXCLUSIONS**,

Damage or loss to or arising from thin-film technologies. For the purpose of this exclusion, thin-film technology shall include, but not be limited to, technology employing amorphous silicon, cadmium telluride, copper-indium-gallium-selenium materials or other non-crystalline forms of silicon.

This endorsement is made a part of the Solar Power OEM Contractual Liability Insurance Policy issued to you. It is subject to all the terms of the policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the policy and prior endorsements are not changed.

SP-TFTE 041013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—BUILDING INTEGRATED PHOTOVOLTAIC PRODUCTS

It is agreed that the following is added to Section **B. EXCLUSIONS**,

Damage or loss arising from building integrated photovoltaic products (BIPV). For the purpose of this exclusion, building integrated photovoltaic products shall include, but not be limited to roofing elements, facades, or translucent or glass-integrated materials; however, building integrated photovoltaic products are not photovoltaic modules or module arrays installed upon the roof of a structure by means of a roof mounting system.

This endorsement is made a part of the Solar Power OEM Contractual Liability Insurance Policy issued to you. It is subject to all the terms of the policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the policy and prior endorsements are not changed.

SP-BIPV 041013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—MICROINVERTERS

It is agreed that the following is added to Section **B. EXCLUSIONS**,

Damage or loss to or arising from microinverters. For the purposes of this endorsement, a microinverter shall be defined as a solar panel-mounted device that converts direct current into alternating current.

This endorsement is made a part of the Solar Power OEM Contractual Liability Insurance Policy issued to you. It is subject to all the terms of the policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the policy and prior endorsements are not changed.

SP-MICR 041013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE—SALES VOLUME LIMITATION

It is agreed that the following **Condition** is added to this Policy:

Sales Volume Limitation

The premium shown on the "Declarations Page" has been computed using rates maintained by us and that have been based upon your estimated sales volume for the "Policy Period". For the "Policy Period" you estimated your sales volume to be [REDACTED]. The coverage afforded under this "Policy" shall only apply to that amount of your product(s) first sold during the term of this policy and which shall be established by information you report to us and that is identified below. This insurance shall not apply to any amount of product sold which exceeds this estimated sales volume amount.

Within 180 days following the termination of this Policy, you shall report to us the following information:

- a. Date of sale as shown on sales invoices, and this information shall be reported to us in chronological order beginning with the earliest sale invoice during the "Policy Period";
- b. Sales price for each invoice reported;
- c. Model numbers included in each invoice;
- d. Serial number for each unit included in each invoice;
- e. The identity and contact information for the purchaser for each sales invoice.

This report shall be provided to:

RSUI Indemnity Company
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160
Attn: Solar Warranty Underwriting Department

And

PowerGuard Specialty Insurance Services
report@powerguardins.com

This endorsement is made a part of the Solar Power OEM Contractual Liability Insurance Policy issued to you. It is subject to all the terms of the policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the policy and prior endorsements are not changed.

SP-SVL B 041013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE—CLAIM REPORTING

It is agreed that the following is added to E. Condition, 14 b. Duties in the Event of Loss or Damage

- 5) Your Notice of Claim shall be sent to the recipients below in a form as we shall require:

RSUI Indemnity Company
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326-1160
Attn: Solar Warranty Claims Department

And

PowerGuard Specialty Insurance Services
claims@powerguardins.com

This endorsement is made a part of the Solar Power OEM Contractual Liability Insurance Policy issued to you. It is subject to all the terms of the policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the policy and prior endorsements are not changed.

SP-CLM B 041013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DISCOLORATION, COLORATION, OR APPEARANCE

Is is agreed that the following is added to Section **B. EXCLUSIONS**,

Damage or loss to or arising from coloration, discoloration, or module appearances. For the purposes of this endorsement, a visual appearance with regard to color, any discoloration on modules, or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module.

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SP-COL APP 121013