

## ATTACHMENT C: LOGO USE AND MARKETING TERMS AND CONDITIONS

In connection with Customer's purchase of the Cells pursuant to the Agreement, this Attachment—which is attached to, and incorporated into, the Agreement—sets forth the terms and conditions associated with SunPower's grant of a license to use SunPower's name, mark, and logo (as more fully described below, the "SunPower Marks"), as well as Customer's obligations related to the License and its use of the SunPower Marks.

1. Grant of the License. In consideration for Customer's payment of the Contract Price and its performance of its obligations hereunder, and subject to the terms and conditions contained herein and in the Agreement, SunPower grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the SunPower Marks in Customer's marketing materials and promotional activities (the "License"). SunPower's grant of the License to Customer will remain effective for one year after the Effective Date, whereupon it will automatically renewed, on a year-to-year basis, unless terminated pursuant to the Agreement. However, if Customer violates the terms of use contained herein or otherwise breaches the Agreement, SunPower may terminate the License, without liability, upon written notice to Customer. Termination of the License by SunPower will not limit, reduce, or waive any remedy available to SunPower under the Agreement (including this Attachment) in connection with Customer's breach of the Agreement or its obligations hereunder.
2. Customer's Obligations; Conditions of Use. Customer agrees:
  - A. Customer only will use the SunPower Marks, at its cost, in the form and format provided by SunPower and as instructed by SunPower. Customer may not modify the SunPower Marks or use the SunPower Marks in any manner that SunPower has not approved; and, upon SunPower's request, Customer will send samples of its use of the SunPower Marks to verify compliance with this License.
  - B. Customer will use the trademark registration symbol, and any other symbols or other mark required by law, in connection with Customer's use of the SunPower Marks. In addition, with each separate piece of marketing material that uses the SunPower Marks (such as printed materials, web sites, etc.), Customer will include, at least once, the following statement: "The SunPower Marks and Logo are owned by SunPower Corporation and are used herein under license. The SunPower Mark and logo are registered at the U.S. Patent and Trademark Office and in other jurisdictions around the world."
  - C. Customer acknowledges and agrees that the SunPower Marks are solely and exclusively owned by SunPower Corporation, and any use of the SunPower Marks will inure to the benefit of SunPower; and, Customer, under the License or otherwise, has no rights or interests in, or title to, the SunPower Marks. In addition, Customer will not take any action that may impair SunPower's rights in, or title to, the SunPower Marks.
  - D. When displayed by Customer, the SunPower Marks will be at least as large and as prominent as the marks of Customer's mid-level sponsors.
  - E. Customer grants to SunPower reciprocal rights to use Customer's name, marks, logo, and likeness (the "Customer's Marks") in SunPower's media, marketing, and promotional efforts that are at least as broad as the rights enjoyed by Customer's mid-level sponsors; provided that such rights include, at a minimum:
    - i. The right to use Customer's Marks in SunPower's regional and national television advertisements for at least two (2) years;
    - ii. The right to use Customer's Marks, for at least two (2) years, in all printed materials created or used by SunPower, including, without limitation, regional and national magazines, newspapers, billboards, out of home and industry publications, as well as, in perpetuity, in any corporate or

internal communications, school branding, tradeshow materials, and brochures and other promotional materials.

- iii. The right to use Customer's Marks, in perpetuity and without limitation, on any website, in SunPower's social media activities and online publishing, as well as SunPower's other Internet activities, worldwide.
  - iv. The right to use images and video featuring Customer, Customer's property, and Customer's Marks on all of SunPower's digital, online (including streaming), industrial, and non-broadcast activities for at least two (2) years.
- F. The License, and Customer's obligations hereunder, adhere to the cells purchased by Customer pursuant to the Agreement. Therefore, if Customer puts the cells to a new or alternate use—such as, for example, using the cells on a different vehicle or a new application—Customer's obligations hereunder apply to such new or alternate use of the cells.