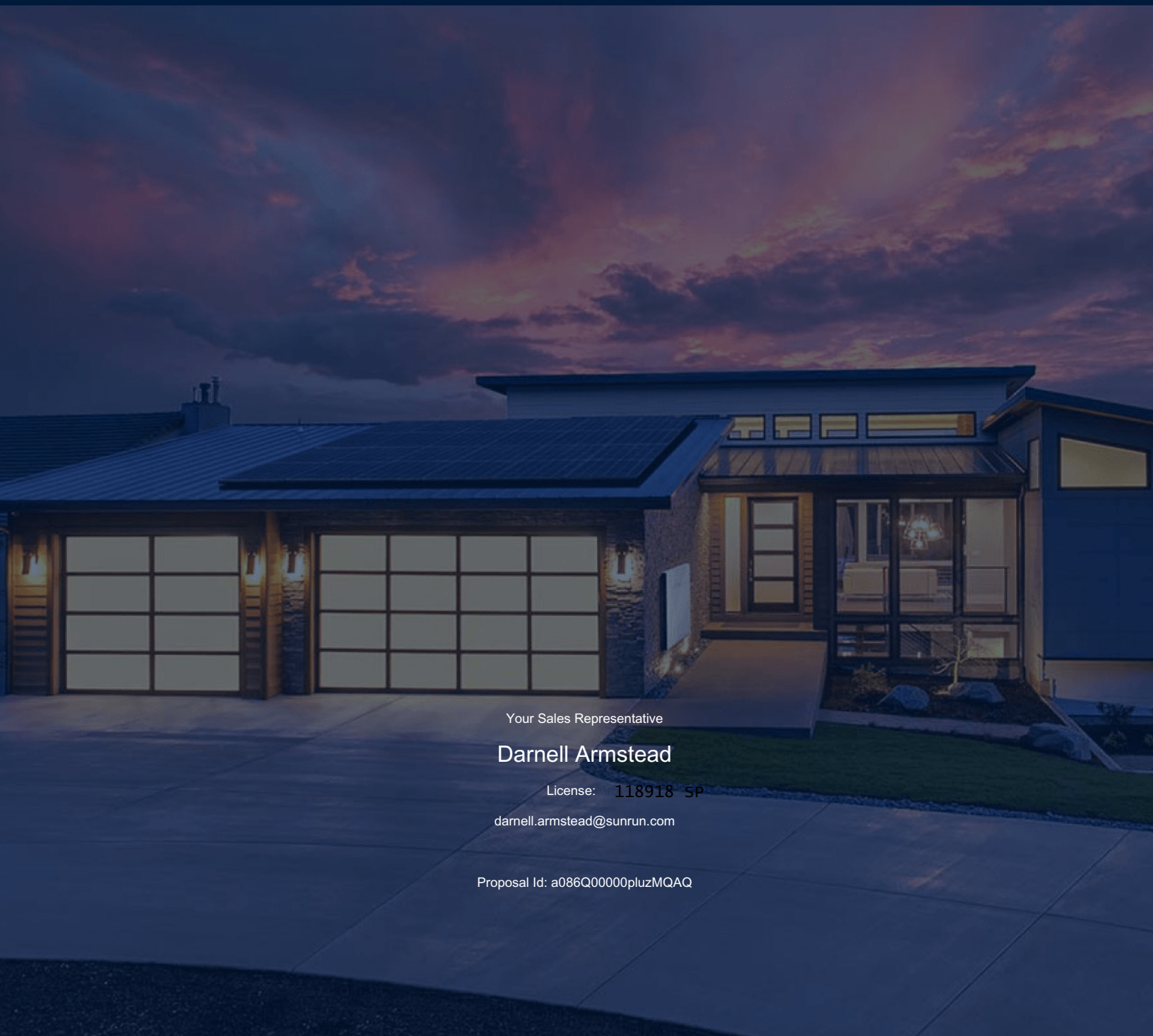
Docusign Envelope ID: EE64CD6B-251F-4424-A4A5-C8120BC2F565

sunrun

# Welcome to a planet run by the sun

ANDREW MALDONADO
9310 CRIPPLE CREEK AVE, BAKERSFIELD, CA, 93312
ANDYVALDONADO14@ICLOUD.COM



Your Sales Representative

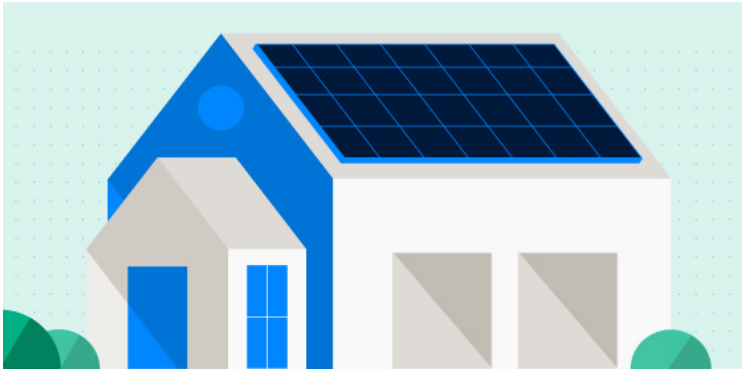
Darnell Armstead

License: 118918 SP

darnell.armstead@sunrun.com

Proposal Id: a086Q00000pluzMQAQ

Docusign Envelope ID: EE64CD6B-251F-4424-A4A5-C8120BC2F565



## System overview

| | |
|---|---|
| Produces approximately | 9,478 kWh/yr |
| Equipment | Solar Panels & inverters |
| | 1 Tesla Battery/Batteries |

## Service coverage

| | |
|---|---|
| 90% Performance guarantee<br>The system will produce 90% of our estimate, or we pay you for the difference. | 25 years |
| Parts, Labor & Workmanship<br>If any part of the system breaks, including the battery, we'll repair or replace it. If there's an issue with the installation, we'll fix it. | 25 years |
| Solar Roof Fasteners | 10 years |

## Our service cost and terms

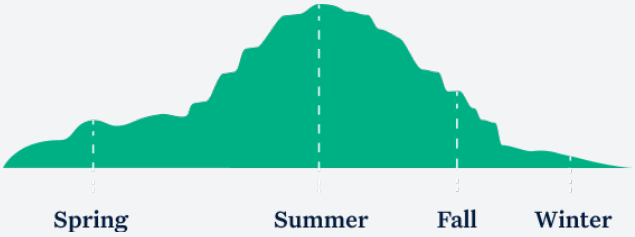
We own the system and provide you with its electricity.

| | |
|---|---|
| Year 1 solar rate | $0.229/kWh |
| Year 1 battery service | $39.99/month |
| Year 1 total monthly payment<br>Includes 5% ACH discount | $220.86/month |
| Annual payment escalator | 3.50% |
| Deposit due today | $0.00 |

### SEASONALITY

Solar production typically peaks in the summer and dips in the winter

This chart is for demonstration purposes only. Your solar system production will differ.




This chart is for demonstration purposes only.Your production may differ.

### BILLING

The solar energy system and your local grid work together to power your home

#### SOLAR SYSTEM

**Sunrun**

Your Sunrun bill stays the same each month, even if you produce more solar energy than expected.

Three ways to pay your bill:

1. Autopay
2. MySunrun.com
3. Over the phone at 1 (855) 478-6786

For the first 12 months. Does not include taxes, if applicable, or 5% discount for auto-pay enrollment.

If you violate the terms and conditions of our agreement, including but not limited to tampering with the system, we may choose to revoke warranty coverage.

You can choose to stop receiving prescreened offers of credit from us and other companies by calling toll-free 888-567-8688. See prescreen notice below for more information.

#### UTILITY GRID

**Your local utility**

Your utility bill will vary based on how much utility energy you use, when you use it, and how much surplus solar energy you sell to the grid

Docusign Envelope ID: EE64CD6B-251F-4424-A4A5-C8120BC2F565

# Install Process




### Consultation

We will design a custom system for your home and present the terms for the solar service.



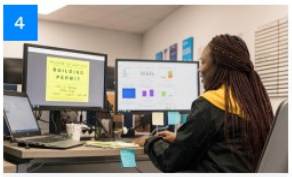

### Site Survey

We will measure your roof and assess your home's viability for solar. We will need to access your attic and electrical panel to complete this work.




### Design Review

You will have a chance to review and approve the final design. If any additional work is needed to prepare your home for solar, we will let you know.




### Permitting

We will prepare all required permits and agreements to get the system installed and approved to power your home in conjunction with the grid.




### Installation Day

We will install the system on your home on a scheduled day. Installation usually takes one day.




### System Activation

When we get the green light from your utility, we will help to activate your system.

## Your commitments

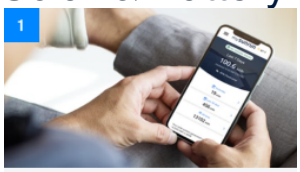
**Do not tamper with the system.**
This could void our warranties and service obligations.

**Pay your monthly bill**
You will be billed monthly for the prior month.

**Keep the system clear of dirt tree shade**

If your home conditions change in such a way that it reduces the system's production, our production guarantee will be voided.

# Solar & Battery Service




### Monitoring

We will monitor the system and contact you if there are any issues.




### Service Transfer

If you move during the course of the agreement, we will work with you during the sales process to transfer the solar service to the new homeowner.




### Battery Backup

When the power goes out, battery backup kicks in automatically. The batteries will charge during the day to provide backup through multi-day outages.

We've got your back. If you ever notice an issue with the system, contact us through mysunrun.com

## SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST* for the solar energy system (including financing and energy / power cost if applicable) is: $220.86 per month, escalating at 3.50% per year; $0.00 due at installation.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold the system contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: “complaint form”), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five-Day Right to Cancel

You, the buyer, have the right to cancel this contract within five business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

*This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169,* ***but at Sunrun our policy is that you may cancel your system until construction has commenced on your home.***

13L-6 (05/2018)

## Solar Home Improvement Contract Details

**This agreement ("Agreement") is between you ("you") and Sunrun Installation Services Inc. ("Sunrun", "we", "us", "our"), a Delaware corporation, for the purchase of solar electric energy. This includes the purchase and installation of Battery storage (the "Battery"), (collectively, the "Equipment").** Although you are signing this Agreement on 2/28/2025 , the Agreement is effective beginning the date on the Signature Page below (the "Effective Date") and includes all of the items that are part of this document, including the items that follow after the Signature Page (together, the "Agreement"). **Please read the entire Agreement and talk to your sales representative about any questions you have.**

If you sign this Agreement and decide to cancel prior to the commencement of any work at or near your property associated with installation, you can do so by sending a notice of cancellation to Sunrun Installation Services Inc. at 600 California Street, Suite 1800, San Francisco, CA 94108. You may also cancel by calling us at 1-855-478-6786 or e-mailing us at **cancellations@sunrun.com.**

### TABLE OF CONTENTS

Overview of the Solar Electricity System

Term, Payments, and Solar Incentives

System Installation and Maintenance

Overview of the Battery Backup

Purchasing The System

Options at the End of the Contract

Disputes, Liability, and Contract Termination

## Overview of the Solar Electricity System

### WHAT IS THE SOLAR ELECTRICITY SYSTEM?

Sunrun will install a solar electricity system on your home (the "System"). We will own the System and provide you with the electricity.

We want you to have the right panels and equipment for your house, and that is why we only install Sunrun Approved Equipment. Each home and roof is different, and we select the make, model, and quantity of panels, based on a thorough review of your roof. The specific equipment that will be used in the System will not be finalized until on or near your installation date and will be identified in the Final System Notice that we'll provide to you at that time [and will also be available in your Sunrun app]. The

most current details on the makes, models, and manufacturers of our Sunrun Approved Equipment can be found at sunrun.com/equipment and is updated as new models and equipment become available.

- The approximate date when work will commence on your home is 60 - 90 days from the effective date of this Agreement. Once work has commenced, it will take 1 to 5 days to complete

The System will include:

- Solar Panels (convert sunlight to electricity)
- Inverter(s) (convert DC electricity to AC electricity)
- Batter(ies) (store electricity)
- Associated racking, wiring, and electrical equipment (junction boxes, etc.)
- Relocation of any electrical circuits (and their associated breakers) from the main electrical service panel to a new subpanel connected directly to the System.

In this Agreement, you are locking in a monthly price, but the specifics of the System size and exact electricity production will depend on the Sunrun Approved Equipment we select as most suitable for your roof.The Solar System will produce approximately 9,478 kilowatt-hours (kWh) of electricity over the first 12 months of the Agreement, which means it will produce approximately 101% of the power we estimate you currently use ("Estimated Future Usage"). The Estimated Future Usage is based on up to 12 months of past utility bills OR your home's square footage plus any adjustments you may have made to that estimate (for example, if you are planning to add more electric appliances to your home). There are a few important things you should know about the System and its energy production:

- Depending upon the Sunrun Approved Equipment selected as most suitable for your roof, the size and output of the System may vary slightly; however, our Performance Guarantee (see Performance Guarantee section for additional details) is based on your originally quoted Estimated Total Production.
- The System's annual guaranteed production is listed in Exhibit A.
- The System was designed based on past and future usage information you provided to us. If you use more energy than your estimated future usage, then you may need to buy more electricity from your utility.
- The System will generally produce more electricity on sunny days and in the summer months. It will produce less energy on cloudy days and in the winter months and it will produce less electricity if panels are in the shade, dirty, or, covered in snow or leaves.
- **If available, you agree to use from your utility's standard Net Energy Metering** ("NEM ") or Net Billing Tariff ("NBT") program for the life of this Agreement. NEM and NBT provide you credits (which vary by utility) toward your utility bill for electricity that the System produces but that you don't use or store (if applicable) at your house, and may also include benefits for Sunrun. If your utility no longer offers NEM or NBT, you agree to use a substitute metering program as chosen by us at our sole discretion. In order for Sunrun to help you sign up for NEM or NBT, we may ask you to give us certain documents. If we don't receive the documents from you within seven (7) days of our request, we may charge you for any benefits that Sunrun lost because we didn't receive them in time.
- **Your estimated savings,** if applicable, are based on current NEM and NBT programs. Please

note that NEM and NBT are utility programs and may change at any time, even after you sign this Agreement, which could affect your estimated savings throughout the term of this Agreement.

# Term, Payments, and Solar Incentives

## HOW LONG IS THE TERM OF THIS AGREEMENT?

You agree to pay for the solar electricity created by the System for 25 years. The Initial term begins on the date the System is activated (the "Activation Date"), which requires permission from your utility, and ends 25 years after the Activation Date (the "Initial Term") unless renewed, canceled, or otherwise terminated. Your termination options are explained below.

## WHAT ARE MY COSTS AND WHEN WILL I RECEIVE MY BILL?

You can expect to receive your first Total Sunrun Monthly Bill 30-40 days after your Activation Date Here's how we calculate your monthly bill:

- Based on the System size, Estimated Production, and the product you selected, your monthly bill will be $220.86 per month for year 1 (and shall increase by 3.50% each subsequent year)
- Save 5% every month by enrolling in autopay with checking or savings account.
- If you qualify for the ACH payment Discount, your payment for each of the first 12 months of this agreement could be as low as $220.86.

## BILLING

- **You'll be billed every month on the anniversary of the Activation Date for the prior month of energy.** Your bill will come on a similar date each month. You'll receive your bill within ten (10) days following the end of the last billing cycle and your payment will be due the day before the next billing cycle begins.
- If you don't pay your bill on time, we can shut down the System, repossess the System, send you to collections, and/or flag non-payment on your credit report. We may charge you a late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the portion of your balance that is more than thirty (30) days past due; or (ii) the maximum amount permitted under applicable law. This late fee is not an interest charge, finance charge, or time price differential.
- The cost of any real or property taxes are your responsibility, whether assessed today or in the future. Sunrun may add the cost of real or property taxes to your monthly bill and send the tax payments to the relevant authorities. The payment schedule in Exhibit A does not include taxes and assumes you receive the ACH discount described above. If any additional taxes (including, but not limited to, sales, excise, and other transaction taxes and including any associated interest and penalties) are assessed by any taxing authority on these payments, the sale of electric energy, or the Home, and are paid by Sunrun rather than you, you agree to pay or reimburse Sunrun for all such taxes, except to the extent that you are prohibited from doing so by applicable laws. You also agree that to the extent any tax exemption is available to offset any taxes imposed on and paid or reimbursed by you as a result of the System, you (and not Sunrun) shall be entitled to claim such exemption.
- You can pay via ACH, online, via your MySunrun app, mail us a check, or pay by phone. If

you choose to pay by phone, we offer e-check options. There is a returned check fee of $25. You can call 1-855-478-6786 to pay by phone, or mail us a check at this address: Sunrun Inc. P.O Box 511612 Los Angeles, CA 90051-8167

- At any time, you may prepay all of the Monthly Payments during the remaining portion of the Initial Term ("Prepayment"). Prepayment equals the remaining Monthly Payments for the current and remaining years of the Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal); or (y) 5.0%. Sunrun's obligations under this Agreement will not change if you make such a Prepayment. Sunrun customer service can calculate and provide you the Prepayment amount at any time after the Activation Date.
- We reserve the right to update our billing systems from time to time and will notify you if your Monthly Payment due date or payment options change accordingly.
- If you have billing questions, please contact our Customer Care department at 1-855-478-6786.
- If the System design changes after our site audit, your Upfront Payment may change. If this happens, we will proceed as described in the "Home Upgrades" section below, which would require your consent.
- If applicable, your Upfront Payment is payable to "Sunrun Installation Services Inc." by money order, or a check drawn on a United States bank account.
- Deposits are stored in a Sunrun Inc. general account and, if applicable, funds are returned directly from that account.

You don't own the System and it is not a permanent part of your home.

- You cannot sell, transfer, or dispose of the System in any way, because it belongs to Sunrun.
- You cannot assign any financial or legal obligation onto the System because you don't own it, including but not limited to liens, security interests, claims, mortgages, or deeds of trust.
- Sunrun will not file a lien on your home with the exception of a mechanic's lien. A mechanic's lien may be used by Sunrun or one of our contractors or subcontractors if you don't pay for goods or services pursuant to this agreement, or if Sunrun does not pay its subcontractor. We will remove any lien within 30 days from the date that we receive satisfactory payment and/or we will indemnify you from any liens placed on your home by one of our subcontractors.
- We do reserve the right to file a UCC Financing Statement on your home for this System, which would not be a lien; rather, it would enable us to assert our legal ownership of the system if necessary.

## WHAT HAPPENS TO THE SOLAR INCENTIVES?

The System may be eligible for certain incentives, benefits, or credits (defined below) and we include the value of those incentives in the price we charge you. You agree to cooperate with Sunrun so that Sunrun receives System benefits.

- You Understand that any Federal Tax Incentives are the sole property of Sunrun because Sunrun owns the System. Sunrun also owns the right to claim the "clean energy" attributes for the energy produced.
- You agree to assign all other Incentives to Sunrun, including (a) State, Federal, and local incentives; and (b) energy credits stemming from the environmental attributes of the system, including but not limited to Renewable Energy Credits (”RECs”), Solar Renewable Energy Credits (”SRECs”), and Carbon Credits (collectively, the ”Incentives”), all of which are the environmental attributes of a system that are sold on secondary markets and help us monetize benefits for customers. All Incentives will be the sole property of Sunrun because Sunrun owns the System, which means that only Sunrun owns the right to claim the “clean energy” attributes for the energy produced. If you purchase the System from Sunrun, you’ll own and be entitled to proceeds from any Incentives earned after the date you purchase the System from Sunrun.

## System Installation and Maintenance

### HOW WILL THE SYSTEM BE DESIGNED AND INSTALLED?

As part of the installation process, we'll survey your home and provide you with a custom System design to review. After you approve the design, we'll apply for necessary permits, install the System, facilitate a final inspection, request permission from your utility to turn the System on, and we'll help you to activate the System.

Here are the key details about the process:

**Your installation will include:**

- Installing the System at your home;
- Relocating your electrical loads as needed (storage projects only);
- Any pre-installation preparatory work that may need to be done to your home to prepare it for the System.

### Design

Once you receive the System design, you'll have five (5) business days to request a design change. If you don't request a change within this period, you'll be deemed to have approved the design. Sunrun will use commercially reasonable efforts to accommodate change requests. With your written, deemed, or verbal approval, installation may begin.

### Home Upgrades & Pre-Installation Preparatory Work

Before Sunrun or our subcontractor installs the System, certain home upgrades and pre-installation preparatory work may be required, which will be based on the results of the System design, a visual inspection of your home, and/or quality requirements (the "Home Upgrades"). If Home Upgrades are required, their terms and conditions will be governed by this Agreement, and a list of the specific Home Upgrades required for your installation and the associated cost will be provided to you before installation in the template attached as Exhibit F. The scope of Home Upgrades may vary, from minor shingle replacements to more substantial projects like extensive electrical work, or in some cases, roof replacement. Some common types of Home Upgrades can include a main panel upgrade, main panel replacement, meter swap, trenching, and/or roof work.

If required, you will receive the specifics of the required Home Upgrades prior to installation, which will require your consent for any Home Upgrades that will require additional payment. In those cases, payment will be due as soon as the Home Upgrades are complete. For Home Upgrades that do not require additional payment, we will deem that you have consented to the Home Upgrades and will continue with your installation journey unless you cancel the project pursuant to the section above titled "Details" prior to the commencement of construction. Once any construction on your home has commenced (including the commencement of any Home Upgrades), you can no longer cancel this Agreement without repaying the full value of any Home Upgrades that may have been subsidized.

You will receive the specifics of the required Home Upgrades prior to installation, which will require your consent for any Home Upgrades that will require additional payment. In those cases, payment will be due as soon as the Home Upgrades are complete. Once any construction on your home has commenced (including the commencement of any Home Upgrades), you can no longer cancel this Agreement without repaying the full value of any Home Upgrades.

Please note that the Home Upgrades required are based solely on the observations we were able to make during a visual inspection of the Property in its current condition. If we subsequently discover any concealed or hidden conditions or issues with the Property that may change, delay or prevent completion of the Home Upgrades once work has commenced, we will stop work, define the issue, and present additional costs to you in a proposed Change Order.

For all Home Upgrades roof work, we provide a limited warranty for a period of five (5) years for re-roofs, and a warranty of one (1) year for all other roofing work. For electrical or non-roof work, we provide a warranty of one (1) year (the "Warranty Period"), beginning on the Completion Date of the work and solely for all Work performed by us, including subcontractors who do work on Sunrun's behalf.

**Survey and Potential for Home Upgrades**

When we survey your home, we may find that your home requires additional work or upgrades to make it suitable for the System (“Home Upgrades”). For example, your main electrical panel may need to be upgraded to be able to handle the additional power from the System, or your roof may need to be changed to withstand the System’s weight. If your home needs Home Upgrades, we'll provide you with written notice. You are responsible for the cost of any Home Upgrades; Sunrun cannot move forward with the installation, and may choose to cancel this Agreement if you don't agree to Home Upgrades required to make your home suitable for solar. If you choose to move forward with Sunrun, we'll all sign updated documentation that will be incorporated into this Agreement.

**Change Orders**

**If Sunrun requests a modification to the terms of the Agreement, Sunrun will notify you in writing of the requested change and will ask you to accept the modified terms by executing a Change Order. An example of a modification that would require a Change Order would be a change in System size that results in a reduction in Estimated Total Production of more than 3%. If you fail to respond to a Change Order request within five (5) business days, you will be deemed to have accepted the modifications.**

**Permitting.**

Sunrun or our subcontractors will apply for the permits necessary for the installation of the System. Certain jurisdictions require homeowner signatures and/or permissions to apply for a permit. You agree to assist us in obtaining any permits or other documentation necessary to install the System. If required for your home, it is your obligation to secure HOA approval to install the System.

**Installation**

We'll confirm an installation date with you in advance. We'll install the System using our qualified and licensed employees or subcontractors in material compliance with all local requirements. It generally takes one (1) day or less to install the System, but factors like inclement weather and delays created by local permitting authorities may slow things down.

### Inspection

After we install the System, we'll work with your municipality to complete a final inspection.

### Turning on the System

We'll submit all necessary paperwork to your utility to receive permission to operate ("PTO") the System. After we receive PTO, we'll activate and turn on the System (the "Activation Date"). We cannot promise whether or when the utility will provide PTO because this is something that the utility controls. If you're concerned about how long it is taking to achieve PTO, we recommend you call the utility directly. **YOU ARE NOT ALLOWED TO TURN ON THE SOLAR SYSTEM OR USE THE SOLAR SYSTEM UNTIL WE INFORM YOU THAT IT'S TIME, AND WE ARE NOT ALLOWED TO LET YOU KNOW IT'S TIME TO TURN IT ON UNTIL THE UTILITY HAS GIVEN PERMISSION TO OPERATE. YOU ARE LIABLE FOR ANY COSTS OR DAMAGE RELATING TO YOUR PREMATURE ACTIVATION OF THE SYSTEM.**

### Use of Subcontractors

Our license number in California is 750184. At our sole discretion, we may use subcontractors to perform or assist us in designing, permitting, installing, or maintaining the System. If we use subcontractors to install the System, we'll provide you with their names and license numbers upon request.

## WHAT MUST I DO AFTER I SIGN THIS AGREEMENT?

- You must give our employees and subcontractors, and your local permitting inspectors, access to your home, including, but not limited to: your roof, the property on the sides of your home, and your garage. Access is needed to perform surveys, installation, and ongoing repairs and maintenance. We will give you reasonable notice when we need to access the home and will attempt to only do work during normal business hours.
- You must provide us with power and water for use during installation of the System.
- For an additional charge, if we deem it necessary or at your request, you agree to give us the right to install an animal guard with the System. This guard will protect the System from pests or rodents that could damage components of the System.
- You agree that we can install energy production and consumption monitors on your home. These help us monitor your usage and System performance. You'll be responsible for any damage to the production monitor or consumption monitor that is caused by you or any other person unrelated to Sunrun.

- You will give us access to the data that is required to monitor the System, including your solar and Utility meter data and your energy monitoring data, as well as data regarding your energy consumption from your utility company or from electric usage data storage sites and you agree to execute any necessary third-party access agreement if requested. You agree to allow us to combine information (such as your name and address) with the System performance and usage data (the "Data") so that we can properly monitor and maintain the System. You agree to allow us to transfer the Data to the non profits Solar Rights Alliance and Solar United Neighbors. We'll never sell any personally identifiable information without your express consent, and we agree to abide by our Privacy Policy, which is subject to change.

- You agree to not change the backup reserve, other settings, or mode of your battery. Doing so will impact how much power you buy from the utility and likely will increase how much you pay for it.
- You agree to maintain an internet connection, which is required for Sunrun to collect the data from the System.
- If your internet connection is dormant for more than 90 consecutive days, the Performance Guarantee (defined below) in this Agreement will be invalidated during the applicable two-year period because we won't have the ability to monitor the System's performance.
- You agree that your home will remain connected to your Utility for the Initial Term and any Renewal Terms, and that you'll notify Sunrun prior to changing your Utility.
- You agree that the System will be used primarily for household purposes and not to heat a swimming pool.
- You agree to keep the System clear of any obstructions that will impact the System's production of energy. You agree to trim trees and other foliage, or remove anything else that could block the System, and you agree not to add obstructions to your roof, such as a new fireplace or air conditioning vent, that will block the System and impact the System's production. Any such obstructions will impact System performance and will thus void the Performance Guarantee, and we will not compensate you for any lost energy production stemming from the obstructions. Upon request, you agree to provide us with information needed to confirm compliance with the terms set forth herein.
- You understand that dust or other soiling of panels can reduce the System's performance and you agree to safely hose down the panels as needed.
- Sunrun will not compensate you for under performance due to dirty panels or obstructions described above.
- **You must NOT tamper with the System. Doing so will void the warranty and service obligations and could put you at serious risk of bodily injury or death.**
- Aside from careful and safe removal of dust or other obstructions from the panels, you may not

remove, relocate, alter, tamper with, or damage the System or associated meters and/or monitors at any time.

- If you remove or tamper with the System such that it voids the Incentive(s) associated with the System, you're responsible for refunding Sunrun those costs. If this happens, Sunrun will notify you and you agree to pay us within 30 days of such notification.
- **If you think the System is broken, underperforming or has been stolen, you agree to call us promptly at 855-478-6786 or contact Sunrun through the Sunrun Customer App or my.sunrun.com.** We'll use commercially reasonable efforts to fix any issue covered by our warranties. You agree NOT to attempt to repair the System. If you make any modifications, improvements, revisions, or additions to the System, they will become part of the System and shall be Sunrun's sole property.
- You agree to carry insurance covering damage to your Home, including damage resulting from the System and not due to the gross negligence of Sunrun. It is your responsibility to determine whether installation of the System will impact your existing coverage and if additional insurance is required.
- If you need the System to be physically removed for any reason, you must arrange removal with Sunrun or a contractor that we pre-approve to perform the work. You can have the System removed and reinstalled at your current home, but you can't remove and reinstall the System on a different home. Sunrun's cost of System removal and reinstallation will be adjusted periodically based on local market conditions. You will be charged the current cost for System removal and reinstallation at the time you need this service. To ensure that all parties involved are protected, you agree that any pre-approved contractor must carry a commercial general liability insurance policy of one million ($1,000,000) dollars or more per occurrence and name "Sunrun Installation Services Inc. and its successor or assigns", as additional insureds. Having a pre-approved contractor remove and/or reinstall the System will require them to remove our solar roof fasteners, and therefore voids the Solar Roof Fastener warranty and we won't assume any liability for their work.

HOW WILL SUNRUN CONTACT ME?

You agree to allow Sunrun, or one of our affiliates, to call and/or text you about the System installation and service at the phone number you have provided, even if you're on a national or state "Do Not Call" list. Calls may be sent using an automatic telephone dialing system. Messaging and data rates may apply.

- You also agree that Sunrun or its affiliates may call and/or text you about new products and services that may become available or for other marketing services, even if you're on a national or state "Do Not Call" list.
- Agreeing to be contacted by phone is optional. If you do agree, you may opt out at a later date.
- Please initial here to acknowledge that you have read, understood and accepted the above provision:

**Agreed and accepted by:** _____ Initial **(Initials)**

## WHAT ARE SUNRUN'S OBLIGATIONS TO ME ONCE THE SYSTEM HAS BEEN INSTALLED?

We'll keep the System up and running and in material compliance with all applicable local regulations, provided that you're not in default of the Agreement. Most of our ongoing obligations to you take the form of a limited warranty, as described below. Please note we disclaim any express or implied warranties not in this Agreement and this Agreement is the final and only word on our warranty obligations.

### Our Insurance

We provide comprehensive insurance for the System and its installation, which includes: (1) damage to and theft of the System; (2) commercial general liability insurance ("CGL") underwritten by Navigator Specialty Insurance Company (policy number LA20CGL230321IC); (3) worker's compensation insurance for all employees; (4) commercial automobile liability of at least one million dollars per accident covering both bodily injury and property damage; (5) excess liability insurance of up to one million dollars per occurrence; and (6) any other insurance required by applicable laws or regulation. **Our insurance DOES NOT cover your gross negligence or willful damage of the System.**

### Solar Roof Fasteners

We warrant that the System roof fasteners, which include the holes we make and a 3 inch radius around them, will be watertight for 10 years. We don't take responsibility for, and don't warrant, roof fasteners or penetrations made by someone other than Sunrun or one of our subcontractors. Additionally, this limited roof fastener warranty does not include the damage due to the normal wear of your roof, including the wear and tear of the roof that is under the System. This warranty does not cover damage resulting from mold, fungus or other organic pathogens, or from the shrinking or cracking of grout and caulking. You acknowledge that installing the System on your home may void your current roof warranty and that Sunrun assumes no responsibility if our work does so.

### Performance Guarantee

We guarantee that the System will produce at least 90% of the Estimated Total Production over its lifetime. This will be true even though the System size and actual production may vary slightly depending upon the final Sunrun Approved Equipment selected as most suitable for your roof. If the System produces less than this amount, we'll pay you for the difference at an agreed upon rate per kWh (see Exhibit A). We will audit the System's performance every 2 years and will automatically issue you a refund for the amount of energy not produced if the System's cumulative lifetime production is less than the 90% threshold. Past underproduction payments will be credited toward future payments; we won't double pay you for past underperformance. You acknowledge and agree that the Performance Guarantee is based solely on the Final Estimated Output of the equipment installed as will be described in the Final System & Production Notice. **If the System performs more**

**than expected in any given year, we won't charge you for it. However, we'll calculate that overproduction towards the Performance Guarantee calculation.**

**a.** An illustrative example of how the Performance Guarantee calculation works is as follows: If we expect 20,000kWh over the first two years of the contract, the Performance Guarantee level will be 18,000kWh (20,000 kWh multiplied by 90%). If the System produces more than 18,000kWh, there is no payout. If the System produces 17,000kWh, you'll be paid for 1,000kWh (18,000kWh guaranteed minus 17,000kWh actual performance). If the payout was $0.10/kWh, you would be paid $100 (1,000kWh multiplied by $0.10/kWh).

**b.** In year 25 of the Agreement, the Performance Guarantee will be calculated over the last 12 months (vs. the last 24 months) because, at that point, there would only be 12 months left in the Initial Term since the last Performance Guarantee calculation.

**c.** **We won't pay the Performance Guarantee from underproduction that results from your failure to comply with your obligations under this Agreement,** if there is a grid outage that disables the System, if you cause or request the System to be shut down (for example, if you request the System to be removed and reinstalled) or from damage caused by foreign objects (such as golf balls).

**d.** Our Performance Guarantee is the sole obligation we have, and the sole representation we make, regarding actual and expected System performance.

### Workmanship

Except as provided above, we offer a 25-year limited workmanship warranty, which protects you against any material defects associated with the installation of the System. During the Initial Term we'll, at our expense, repair or replace any material errors related to the work under this Agreement. Our workmanship warranty does not cover normal wear and tear, cosmetic issues (fading of paints and finishes), or damage resulting from mold, fungus, or shrinking and/or cracking of grout and caulking on the roof of your home.

### Equipment Warranty

We'll provide any replacement parts, either new or refurbished, to keep the System in working order for the Initial Term of the Agreement this includes the battery.Since equipment and technology change over time, we reserve the right to replace the current equipment with a functional equivalent, or better, when it breaks. Any replacement equipment will not reduce the guaranteed kWh output of the System.

### Labor

At no additional cost, we'll perform any labor necessary to repair the System, as required by this Agreement, for the Initial Term.

NOTE: We don't repair, replace, or paint over equipment related to the System for cosmetic reasons, except in specific circumstances where HOAs require it.

## ARE THERE ANY LIMITS TO THE WARRANTIES ABOVE?

We aren't responsible for performing service or repairs due to your negligence, or if someone other than Sunrun does work on any part of the System. We aren't responsible for damage if foreign objects damage the System, such as golf balls. We also aren't responsible for delaying or not performing our obligations if there is a Force Majeure event.

- "Force Majeure'' means any event, condition, or circumstance beyond the reasonable control of, and not caused by, Sunrun's fault or negligence. These include acts of God, an extreme weather event, war, riot, terrorism, or a strike, a pandemic or epidemic, a lockout, an act of government (e.g., lockdown), or significant labor dispute.
- If a weather event such as a hurricane, tornado, snowstorm, fire, hailstorm or flood damages (but does not destroy) the System, this damage is covered under your warranties and will be repaired at no additional cost.
- If a Force Majeure event occurs and **completely destroys** the System, as determined by Sunrun, and you are unable to repair your home for us to replace the System, your obligations and Sunrun's obligations will end and this **contract will be automatically terminated**.
- Note that if your roof is damaged for any reason and you need us to remove your System to repair your roof, Sunrun reserves the right to charge you for removing and reinstalling the System.

## GENERATORS AND OTHER ELECTRICITY GENERATION OR STORAGE DEVICES

If you own any electricity storage or generation equipment (such as a battery or generator) prior to the installation of the System, you agree to keep the electricity storage or generation equipment on a separate Transfer Switch from the System. If this is not possible at the time of installation, we may request additional work to your home or the existing equipment.

After installation of the System, you agree to the following: (1) not to alter the configuration of the existing equipment and/or relocate it from the separate Transfer Switch; (2) install any additional electricity storage or generation equipment behind a Transfer Switch and not to connect any additional electricity storage or generation equipment to the System or electrical panel(s) to which the System is connected; (3) not to install technologies to provide grid services, because these devices could interfere with the operation of the System. Violating this provision will (a) render you liable for any damages to the System, the electricity storage or generation equipment, and your home, and (b) void Sunrun's warranty and service obligations under this agreement. If you violate this Agreement by adding electricity storage or generation equipment after the System is installed, (a) you will be responsible for any damages to electricity storage or generation equipment, the System, related batter(ies), if any, and

any wiring or appliances in the home, and (b) Sunrun's warranty and service obligations under this agreement will be voided.

Adding additional generators or other technologies for the generation or storage of electricity to your home may require you to update to newer NEM or NBT programs, potentially impacting your rate plan and potential savings.

## Overview of Battery Backup

### WHAT DO I NEED TO KNOW ABOUT THE BATTERY?

- Battery storage and the System providing its charge are intermittent power sources. For this reason we cannot warrant or guarantee that battery backup power will be available without interruption during every power outage and we expressly forbid you to back up any life-dependent or life-critical medical devices with the battery. If you do so, you take all liability and associated risk, which may include serious injury or death. If you have critical medical equipment power needs during a power outage, contact your local emergency services or dial 911.

Additionally, you must NOT tamper with or mishandle the battery. Doing so can create hazardous conditions, including fires, high voltage hazards, and mechanical damage, among other dangers.

- Please notify Sunrun at (855) 478-6786 or contact Sunrun through the Sunrun Customer App or https://my.sunrun.com in the event the battery does not provide backup power during a power outage.

From time-to-time, Sunrun might provide you with instructions, ask you for information, or change the settings on the Battery to keep it working properly:

- You agree to set up a battery discharge profile in the battery manufacturer's app or allow Sunrun to set one up for you as determined by Sunrun.
- You agree that the battery will always be set up to draw charge from the System.
- For customers with an LG battery, you acknowledge that you don't have the ability to change the battery profile after the System is installed and shall not attempt to do so. Customers with a Tesla battery should not change the profile after the System is installed, including the minimum amount of battery capacity that is reserved for backup in the case of a power outage. Adjusting the profile will likely result in an increased utility bill. These abilities stem from the technical capabilities of our battery vendors and are not controllable by Sunrun.
- You give Sunrun the sole right to optimize the Battery operations, which allows us to further reduce your electricity costs, preemptively put the Battery into backup mode if a storm is coming, and/or enroll you in utility or government incentive programs, including rebates and demand response programs, at our sole discretion. Further terms, conditions, and details about Battery optimization services can be found in Exhibit G .

We will attempt to customize the battery system to your needs, based on the constraints of your home. However, there are some inherent limitations that you must acknowledge:

- Not all appliances or electrical circuits can or should be backed up by the battery system. Depending on the constraints of your home, we may not be able to back up some of the appliances or circuits you desire, we may need to back up some of them by installing a new and/or separate electrical panel, or we may need to give you a backup outlet that you can plug devices directly into to access backup power.
- Backing up more electrical loads or adding electrical load beyond what Sunrun expressly approved can cause damage to the System and battery. This includes plugging in additional devices. Please don't do this. You'll be solely responsible for System failure or performance issues caused by overloading the battery.
- We will not have a final evaluation of which appliances or electrical circuits we can back up until our site audit has been completed and the final design has been compiled.
- Sunrun limits the physical locations where we may install the battery to minimize the risk of the equipment overheating or overcooling, which enables optimal performance of the battery system. In certain locations, by installing outdoors, battery performance will be diminished.
- If you don't maintain a broadband internet connection, the battery may not be able to receive remote software updates to improve and maintain its performance and therefore the manufacturer's warranty may be limited.
- If there is a multi-day power outage, the System may not fully recharge the Battery to 100% each day if: (a) if you use more energy than the System produces; (b) you have set the battery to do Time Of Use shifting or Maximize Self Consumption; and/or (c) the System is not large enough to produce enough energy to recharge the battery/batteries on a daily basis.

YOU AGREE THAT SUNRUN WILL NOT BE LIABLE IN THE EVENT THE BATTERIES FAIL TO PROVIDE BACKUP POWER, AND SUNRUN DISCLAIMS ANY SUCH LIABILITY, IRRESPECTIVE OF THE REASON FOR SUCH FAILURE.

## Purchasing The System

### Can I Buy the System?

- If you desire to own the System at some point during the Initial Term or any renewal terms, you can purchase the System as-is at any of the following points in time (a) anytime during the 6th year of the Agreement, (b) when you move, (c) anytime during the 20th year of the Agreement, (d) anytime during the 25th year of the Agreement.

- If you intend to purchase the System, you must notify us in writing within 60 days of any of the events above, and pay for the System within 30 days of receiving an invoice from Sunrun for the purchase price.
- The Purchase Price will be the Fair Market Value ("FMV") of the System as determined by an independent appraiser, and will be based on the value of similar, in-service systems in your state and utility. The FMV will take into account the System's age, location, size, and other market conditions including equipment, current and future energy prices, and estimated operations and maintenance costs. In addition, if the System is purchased prior to the fifth (5th) anniversary of the Activation Date, the FMV will include the value of any lost federal tax credits.
- If you purchase the System from Sunrun, you will be solely responsible for monitoring and maintaining it, unless you enter into a separate agreement with Sunrun to perform these services at your expense.

## Options at the End of the Contract

### WHAT HAPPENS AT THE END OF THE INITIAL TERM OF THIS AGREEMENT?

### PLEASE REVIEW THIS SECTION CAREFULLY

We will give you 90 days notice of this Agreement term end and your end of Agreement options, including the cost of renewing or purchasing the System. **If you don't give us written notice indicating which option you choose 30 days before your Agreement terminates, we'll automatically renew your Agreement for 5 years.**

The Solar System. The solar portion of this Agreement will be renewed at a 10% discount to the prevailing rate of your local utility or its successor and increase 3% every 12 months.

The Battery. The battery portion of this Agreement will be renewed at a price of $120/mo for the first battery and $100/mo for each additional battery and increase 3% every 12 months.

In the event of default. If you're in default of this Agreement at the end of the term, or if we foresee other issues with extending the Agreement another 5 years, we will NOT automatically renew your contract. After the initial 5 year renewal period, any successive auto-renewals will carry a 3% price increase every 12 months for both the solar and battery storage portions of the bill.

Other end of term options. The notice we send you before the end of your Agreement term will include your end of term options, including (1) renewing your Agreement; (2) purchasing the System; or (3) asking us to remove the System at no additional charge.

If you sell your home, refinance, or if your home is foreclosed on, we'll work with you and the buyers, banks, and others involved in the situation. Our mutual obligations and rights in these situations are as follows:

Selling your home: If you sell your Home, you may transfer all rights and obligations under the Agreement to the new owner, provided that the new owner (a) meets Sunrun's credit requirements of a FICO score of 650 or higher; and (b) agrees to assume the Agreement.

- If the new owner doesn't meet Sunrun's credit requirements, they can still assume the Agreement if either of the following apply: (1) they qualify for a mortgage to purchase the Home or purchase the Home in cash; (2) payment to Sunrun of a $250.00 credit check exemption fee, by either you or the new owner.
- If the new homeowner does not agree to assume the Agreement, or if they don't qualify based on any of the above criteria, you are required to purchase the System.

Refinancing: If you refinance your home, we'll provide reasonable cooperation at no cost to you, including completing paperwork related to the Agreement as reasonably required by your lender.

Foreclosures: If your home is foreclosed on, you are in default of this Agreement and the Agreement will automatically terminate. In this scenario, we'll have the right to remove the System without notice or ask you to purchase the System. If another entity takes possession of your home, they will have the option to request that we remove the System within 90 days of when they assume possession of your property, assume the terms of this Agreement or renegotiate this Agreement on materially equivalent terms to this Agreement. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Sunrun (as applicable) also agree, that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms. Sunrun agrees not to be named loss payee (or named insured) on your insurance policy/policies covering the Home. If your home is financed by a Fannie Mae loan, please review Fannie Mae Selling Guide Chapter B2-3 available at www.fanniemae.com, for more information.

## Disputes, Liability, and Contract Termination

### LIABILITY, CONTRACT TERMINATION AND ASSIGNMENT

This agreement limits our liability to $1 million. We are not responsible for indirect damages, (e.g.: if your loss of power results in food going bad in your refrigerator).

- NOTWITHSTANDING ANY BREACH OF THIS AGREEMENT, ANY FAILURE OF THE SYSTEM, OR ANY NEGLIGENT ACT THAT CAUSED ANY INJURY OR LOSS (WHETHER PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) TO ANYONE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU AGREE THAT, **UNLESS SUCH INJURY OR LOSS WAS CAUSED BY A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL INJURY, SUCH PARTY'S LIABILITY ARISING OUT OF OR RELATING TO (1) SYSTEM REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE DEFAULT PAYMENT, AS THAT TERM IS DEFINED BELOW, AND (2) DAMAGE TO PERSONS AND PROPERTY, SHALL IN NO EVENT EXCEED $1,000,000.** WE

AGREE THAT THIS AMOUNT IS A FAIR REPRESENTATION OF THE DAMAGES THAT YOUR OR WE EXPECT TO INCUR IN THE CASE OF ANY INJURY OR LOSS HERE UNDER.

- TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE MAY BRING A CLAIM AGAINST THE OTHER PARTY OR SUCH PARTY'S AFFILIATES, OWNERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELATED PARTIES") FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFOR IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW, OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH. **YOU FURTHER AGREE THAT NO CLAIM, LAWSUIT, OR ANY OTHER LEGAL OR ARBITRATION PROCEEDING IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO SUCH CLAIM, OR AS LIMITED BY APPLICABLE LAW.**

**Limitations on Damages.**

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION, OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES.

**Default Payment and other remedies.**

If this Agreement is terminated or canceled for any reason, other than if this Agreement is canceled pursuant to the Notice of Cancellation, terminated pursuant to this Agreement, including due to a Lessor Default or a Force Majeure event, you agree to pay us an amount equal to the sum of the remaining Monthly Payments due to us during the Term, discounted by five percent (5%) per year, loss of incentives from the System and System Interests, amounts you owe us, our reasonable attorney's fees, and our other costs and losses including costs of removal of the System , plus any applicable taxes (collectively, the **"Default Payment"**). After you pay us the Default Payment, we'll transfer ownership of the System to you on an "As Is, Where Is" basis; provided that we'll retain all rights to the System Interests. **YOU AGREE THAT THE DEFAULT PAYMENT FAIRLY REFLECTS THE VALUE OF THE SYSTEM AND IS A FAIR REPRESENTATION OF THE DAMAGES AND LOSSES THAT WE MAY INCUR AS A RESULT OF A CUSTOMER DEFAULT.**

In addition, if you default on your obligations described above in this Agreement, Sunrun may, subject to any cure rights provided in this Agreement or under applicable law, disconnect the System and/or enter the Home and remove the System. We will provide at least fifteen (15) days' advance written notice of our intent to disconnect the system.

By signing this agreement, you waive your right to bring a class action lawsuit against Sunrun and our partners.

You agree to settle any legal disagreements confidentially via binding arbitration in the nearest AAA (arbitration services provider defined below) jurisdiction to your home. The details of how this works are as follows:

**ARBITRATION OF DISPUTES AND CLASS WAIVER:**

Unless legally prohibited, you and we mutually agree to settle any Dispute related to this contract in good faith via mediation, which will be administered by the American Arbitration Association ("AAA") with a mediator selected from the AAA National Roster of Mediators. **If we cannot settle within 60 days of the initial mediation session, either party may elect to require to resolve our Dispute via binding arbitration.** Our binding arbitration will be administered by the AAA before a sole arbitrator in accordance with AAA's Consumer Arbitration Rules. Judgment on the arbitrator's decision may be entered in any court that has jurisdiction on the dispute. You and we mutually agree to keep the arbitration proceedings and submissions confidential as well your customer account information confidential. You also agree to bring claims against us only in your individual capacity.

**YOU ARE WAIVING THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING, INCLUDING IN A PRIVATE ATTORNEY GENERAL CAPACITY.** We will pay the cost of initiating any arbitration proceedings, regardless of who prevails. If the arbitrator finds in your favor, we'll pay your attorney's fees and expenses of travel to the arbitration.

**What is mediation?**

**Mediation is an informal negotiation assisted by a neutral third party (the mediator).** Pursuant to the Parties' Agreement, mediation is a precondition to any arbitration.

**What is arbitration?**

**An alternative to a court case.** In arbitration, a third-party arbitrator ("TPA") resolves "Disputes" in a hearing. It is less formal than a court case.

**Is arbitration different from court and jury trials?**

**Yes. The hearing is private.** There is no jury. It is usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. The arbitrator's findings are binding, and courts rarely overturn arbitration awards.

**Who does this cover?**

**You, us, and certain Related Parties (defined above).** Either your or we may, after the required mediation and without the other's consent, elect to resolve disputes by binding arbitration.

**What does this cover?**

**All Disputes (except certain Disputes about this clause).** This governs all disputes that would usually be decided in court and are between us (or any Related Party) and you, including without limitation all claims related to or arising out of this Agreement, the System or our relationship with you ("Disputes"). Disputes include claims related to amendments, Disclosures, Change Orders, collections, privacy and Customer Information, claims related to the validity of this Agreement, AND THE ARBITRABILITY OF ANY DISPUTE(S). In short, Disputes has the broadest reasonable meaning.

**Who handles the mediation and arbitration?**

**American Arbitration Association ("AAA").** The arbitration company will be the AAA, 1.800.778.7879, www.adr.org.

**What are the rules of the arbitration?**

**Those in this clause along with the AAA Rules.** Arbitrations are conducted under this Clause and the applicable AAA Active Rules and Procedures in effect at the time the arbitration is commenced. This Agreement is also subject to the AAA Consumer Arbitration Rules pursuant to the Consumer Due Process Protocol, which set forth certain protections to you (including a maximum filing fee). Any other arbitration rules that conflict with this Clause don't apply.

**Where will the arbitration hearing be held?**

**In your hometown area.** If the Parties don't agree to the locale where the hearing is to be held, the AAA will determine the location of the hearing. You can find more information in the AAA Policy on Consumer Arbitrations, which is available here https://www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf.

**Can Disputes be brought in court?**

**Sometimes.** Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. Neither you nor we waive the right to arbitrate by using self help remedies, such as repossession or by filing an action to recover the system, deficiency balance, or for individual injunctive relief.

**Are you giving up any rights?**

**Yes.** For Disputes subject to this clause, you give up your right to:

- have juries decide Dispute
- have courts, other than small-claims courts, decide Disputes.
- serve as a private attorney general or in a representative capacity.
- join a Dispute you have with a dispute by other consumers.
- bring or be a class member in a class action or class arbitration; and have a jury trial

**Can you or another consumer start class arbitration?**

**No.** AAA is not allowed to handle any Dispute between the Parties on a class or representative basis. All Disputes subject to this clause must be decided in an INDIVIDUAL arbitration. This clause will be void if a court rules that the TPA can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.

**What law applies?**

**The Federal Arbitration Act ("FAA").** This Agreement involves interstate commerce. THUS, the FAA governs this clause. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

**Will anything you do make this clause ineffective?**

**No.** This clause stays in force even if you: (1) cancel this Agreement; (2) default, renew, prepay, or pay the Agreement in full; or (3) go into or through bankruptcy.

**Will this clause survive termination of this Agreement?**

**Yes.** This clause will remain in effect for Disputes that commence even after the Agreement has terminated.

BY INITIALING, YOU AGREE TO ARBITRATION AND WAIVE YOUR RIGHT TO A JURY TRIAL. YOU ALSO WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING, INCLUDING IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Agreed and accepted by Initial AM (Initials)

You agree to indemnify us if you breach this Agreement.

**Indemnification.**

To the fullest extent permitted by applicable law, you agree to indemnify, advance expenses, and hold harmless Sunrun and our Related Parties (defined above) from any and all claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature in connection with, arising out of, or in any way related to your breach of this Agreement, your negligence or willful misconduct, or your violation of law. Your indemnification obligations under this section shall not apply if the harm or damage that is the basis for such claim occurred while one of our employees or agents was at your Property and such harm or damage was caused by the negligence or willful misconduct of such employee or agent.

We agree to provide each other written notice as it relates to this Agreement, including to resolve any disagreements we may have with you.

**Written Notice & General Correspondence.**

- All notices, demands, or requests related to this Agreement must be in writing and will be sent to you at your Home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Sunrun at:

Sunrun Inc.
Attn: Legal Department
600 California Street, Suite 1800
San Francisco, CA 94108

Phone: 855-478-6786
Chat: Sunrun Customer App or my.sunrun.com

**PRESCREEN, OPT-OUT and CREDIT NOTICE:**

- Prescreen and Opt-out Notice: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from us and other companies, call the Consumer Reporting Agencies toll-free at 888.567.8688; or write to Experian Opt Out, P.O. Box 919, Allen, TX 75013; Transunion Name Removal Option, P.O. Box 595, Woodlyn, PA 19094; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123

You agree that Sunrun has the right to periodically check your consumer credit report in order to ensure we comply with the terms of our own financing agreements.

**Governing Law.**

- Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which your Home is located, without regard to any conflicts of laws principles thereof.
- Sunrun may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments, or other defaults hereunder may be reflected in your credit report.
- IT SHALL NOT BE LEGAL FOR THE SELLER (LESSOR) TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED (LEASED) UNDER THIS AGREEMENT.
- You agree that Sunrun has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes.

This Agreement is binding. If one part of the Agreement is voided, the other parts of it still stand and are enforceable.

- This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- This Agreement supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

**Entire Agreement.**

- You agree that this Agreement constitutes the entire agreement between you and Sunrun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly, or by their nature, survive termination shall continue thereafter until fully performed, which shall include,

without limitation, the obligation to make payments hereunder.

Sunrun has the sole right to assign, lease, sublease, or transfer the System and this Agreement, in whole or in part, along with the associated rights and any obligations, to a third party for any purpose and without your consent. There are two main reasons we would assign this Agreement to someone other than an affiliated entity: (1) because you're in default; or (2) if there were a corporate merger, acquisition, or financing event, including an asset sale.

- We assign the Agreement, we'll continue to maintain the System until you receive written notice otherwise.
- You may only assign this Agreement if you transfer ownership of or sell your home, at which times you may assign your obligations under this Agreement to the new homeowner.

Each of us has the right to terminate this Agreement under the following circumstances:

- Sunrun can cancel the Agreement at our sole discretion, including but not limited to circumstances where (a) you're in default of your obligations under the Agreement, (b) estimates of the System's solar energy production materially change at any point prior to installation, whether due to our calculations via the National Renewable Energy Laboratory PVWatts Calculator or due to conditions you have concealed, (c) you delay making your home ready and safe for the work to occur within 5 business days; (d) you otherwise cause your installation to be delayed for more than 30 days,(e) you don't sign up for NEM, NBT, or other requisite incentives, (f) cellular or internet service significantly decreases before installation, (g) prior to installation, if there are any changes or proposed changes to your Utility tariff (including but not limited to NEM or NBT compensation and term), or (h) prior to installation, the System fails to qualify for any expected incentives (including incentives based on your household income or similar criteria). If Sunrun exercises its right to cancel under this section, it will notify you in writing before cancellation is effective, and you will have no remedies at that time.
- Sunrun has the right to revoke this offer if you don't accept, sign, and send the Agreement back to us within 10 days of us presenting it to you.
- **You are entitled to cancel this Agreement prior to the day that we commence construction at your home.** Additionally, you have the right to cancel this Agreement if (a) we materially fail to perform the work under this Agreement and don't correct the issue(s) within 90 days, (b) Sunrun requires additional work or a change order to complete your installation, but you don't agree to completing and/or paying for said work, (c) you have fulfilled all of your obligations under this Agreement but Sunrun has not completed installation within 180 days of the Effective Date below.
- **You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any work begins. This Agreement is effective as of** 2/28/2025 **(the "Effective Date"). The Effective Date is the date on which the last Party signed this Agreement.**

Your signature below indicates that (a) you're 18 years of age or older, (b) you're the owner of legal title to the Home and that every person or entity with an ownership interest in the Home has agreed to be bound by the terms of the Agreement, (c) that you have been advised on your rights to cancel this agreement, and (d) that you have read, understood, and accepted the provisions set forth in this contract.

You also understand that if you do not give us a written request on which end of term option you choose 30 days before your Agreement terminates, we will automatically renew this Agreement for 5 years.

YOU HAVE A RIGHT TO REQUIRE A CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE DATE WE COMMENCE CONSTRUCTION AT YOUR HOME. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

| | | | |
|---|---|---|---|
| Agreed and accepted by: | Signed by: Andrew Maldonado E1B71E64A8854A2... | Agreed and accepted by (Second Signer, optional): | |
| Print Name: | Andrew Maldonado | Print Name (Second signer, optional) | |
| Date: | 2/28/2025 | | |

**Sales Consultant**

Signature: Signed by: ECA50D81EAC7445...

Print Name: Darnell Armstead

Sunrun ID Number: 4125490181

State Sales Registration Number: 118918 SP

**Corporate Signature**

Signature: Signed by: Alexa Marsh CD261E4F15914F0...

Print Name: Alexa Marsh

Date: 2/28/2025

Title: Project Operations

**Five-Day Right to Cancel**

You, the buyer, have the right to cancel this contract within five business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at

the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

# CARE Customer Addendum

I understand that I am currently enrolled in the California Alternate Rates for Energy (CARE) program, which grants eligible low-income customers a 30-35 percent discount on their electric bill.

I understand that as long as I remain in the CARE program, I may not realize savings by going solar during the first year of my contract term, and it is possible that my monthly energy bills will increase.

I acknowledge the statements above and have discussed this with my Sales Representative.

Signed by: Signed by: Andrew Maldonado E1B71E64A8854A2...

Date: 2/28/2025

# Exhibit A

As we detailed above, we guarantee that the System will produce at least 90% of the Estimated Total Production over its lifetime. Here is the Estimated Solar Output and Performance Guarantee Refund Rate, by year

## Estimated Solar Output and Performance Guarantee Refund Rate, by year

| Year | Total Guarantee Output to Date (kWh) | Performance Guarantee Refund Rate ($/kWh) |
|---|---|---|
| 1 | 8,530 | $0.230 |
| 2 | 17,018 | $0.230 |
| 3 | 25,463 | $0.248 |
| 4 | 33,866 | $0.248 |
| 5 | 42,227 | $0.269 |
| 6 | 50,546 | $0.269 |
| 7 | 58,823 | $0.291 |
| 8 | 67,059 | $0.291 |
| 9 | 75,254 | $0.315 |
| 10 | 83,408 | $0.315 |
| 11 | 91,521 | $0.340 |
| 12 | 99,594 | $0.340 |
| 13 | 107,626 | $0.368 |
| 14 | 115,618 | $0.368 |
| 15 | 123,570 | $0.399 |
| 16 | 131,483 | $0.399 |
| 17 | 139,355 | $0.431 |
| 18 | 147,189 | $0.431 |
| 19 | 154,983 | $0.467 |
| 20 | 162,738 | $0.467 |
| 21 | 170,455 | $0.505 |
| 22 | 178,133 | $0.505 |
| 23 | 185,772 | $0.546 |
| 24 | 193,374 | $0.546 |
| 25 | 200,937 | $0.590 |

# EXHIBIT B

## State Disclosures

### MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20 day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Website at http://www.cslb.ca.gov/ or call CSLB at 800.321.2752.

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe. Pursuant to the terms of this Agreement, if you fail to make any payment when due hereunder, we may file a lien on your Property.

**Mechanics' Lien Removal.** Upon satisfactory payment being made for any portion of the work performed, we, prior to any further payment being made, shall furnish to you a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Section 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

**Note About Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change,

the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. We are not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a Change Order is not enforceable against you as the buyer unless the Change Order also identifies all of the following in writing prior to commencement of any work covered by such Change Order: (i) the scope of work encompassed by such Change Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the order will make in the progress payments or the completion date. Our failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Pursuant to the terms of this Agreement, the initial design and installation of the System shall be done at our sole cost and expense, and the above notice does not apply to such work.

**Information About the Contractors State License Board (CSLB).** The CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

**VISIT** CSLB's website at http://www.cslb.ca.gov/

**CALL** CSLB at 800.321.2752

**WRITE** CSLB at P.O. Box 26000, Sacramento, CA 95826.

Sunrun Installation Services Inc. (EIN 77-0471407) is a licensed contractor in California, License Number 750184.

**Disclosure of Personal Information To Third Parties For Direct Marketing Purposes.** You have the right to request and obtain from us once per year, free of charge, information about any personal information we disclosed to third parties for direct marketing purposes in the preceding calendar year, in accordance with CA Civil Code § 1798.83. If you would like to make such a request, please submit your request in writing to: Sunrun Installation Services, Inc., 600 California Street, Suite 1800, San Francisco, CA 94108.

**Notice of Independent Energy Producer Contract.** You acknowledge and agree that We will record a "Notice of an Independent Solar Energy Producer Contract" along with the property records to Your Property with the county recorder's office, pursuant to California Public Utilities Code § 2869.

**Automatic Renewal.** THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL PROVISION. IF YOU DO NOT NOTIFY US OF YOUR CHOICE BY SENDING THE APPLICABLE COMPLETED FORM TO US EITHER CONTACT US THROUGH THE SUNRUN CUSTOMER APP OR https://my.sunrun.com OR BY U.S. MAIL AT OUR ADDRESS FIRST SET FORTH ABOVE AT LEAST

THIRTY (30) DAYS PRIOR TO THE END OF THE TERM, THEN (UNLESS WE ELECT TO TERMINATE THIS AGREEMENT) THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR FIVE YEAR TERMS, AT TEN PERCENT (10%) LESS THAN THE THEN CURRENT AVERAGE RATE CHARGED BY YOUR UTILITY UNTIL YOU NOTIFY US IN WRITING OF YOUR ELECTION TO CANCEL AT LEAST THIRTY(30) DAYS PRIOR TO THE END OF THE RENEWAL TERM.

Note: The notice below is required by law, but you should know that at Sunrun our policy is that you may cancel your system until your we commence construction at your home. See the section titled "Disputes, Liability, and Contract Termination" for more details.

EXHIBIT C

**Duplicate Copy**

**NOTICE OF CANCELLATION**

**DATE OF AGREEMENT:** 2/28/2025

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) BUSINESS DAYS FROM THE ABOVE DATE, AND/OR YOU CAN CANCEL WITHOUT PENALTY OR OBLIGATION UNTIL WE COMMENCE CONSTRUCTION AT YOUR HOME.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SUNRUN OR THE CONTRACTOR, OR A SUNRUN DESIGNEE AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF SUNRUN INSTALLATION SERVICES INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SUNRUN INSTALLATION SERVICES INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, EMAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, TO CANCELLATIONS@SUNRUN.COM OR MAIL THIS CANCELLATION NOTICE TO SUNRUN INSTALLATION SERVICES INC. 600 CALIFORNIA STREET, SUITE 1800, SAN FRANCISCO, CA 94108, PH: 1-855-478-6788.

**I HEREBY CANCEL THIS TRANSACTION.**
**CUSTOMER SIGNATURE:** _____
**DATE:** _____

Note: The notice below is required by law, but you should know that at Sunrun our policy is that you may cancel your system until your we commence construction at your home. See the section titled "Disputes, Liability, and Contract Termination" for more details.

EXHIBIT C

**Duplicate Copy**

**NOTICE OF CANCELLATION**

**DATE OF AGREEMENT:** 2/28/2025

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN FIVE (5) BUSINESS DAYS FROM THE ABOVE DATE, AND/OR YOU CAN CANCEL WITHOUT PENALTY OR OBLIGATION UNTIL WE COMMENCE CONSTRUCTION AT YOUR HOME.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SUNRUN OR THE CONTRACTOR, OR A SUNRUN DESIGNEE AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF SUNRUN INSTALLATION SERVICES INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SUNRUN INSTALLATION SERVICES INC.'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, EMAIL A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, TO CANCELLATIONS@SUNRUN.COM OR MAIL THIS CANCELLATION NOTICE TO SUNRUN INSTALLATION SERVICES INC. 600 CALIFORNIA STREET, SUITE 1800, SAN FRANCISCO, CA 94108, PH: 1-855-478-6788.

**I HEREBY CANCEL THIS TRANSACTION.**

**CUSTOMER SIGNATURE:** _____

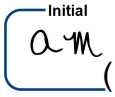
**DATE:** _____

## PLEASE DO NOT SUBMIT IF ANNUAL PRODUCTION IS LESS THAN OR EQUAL TO HISTORICAL ANNUAL ELECTRICITY CONSUMPTION
## EXPECTED SYSTEM GENERATION DISCLOSURE

Production from this Solar System may exceed your historical consumption of kilowatt-hours per year in order to accommodate an anticipated increase in your electrical service needs for the reason provided below. As such, Sunrun expects the Solar System to produce more energy from this Solar System than you have consumed in the previous 12 months. By initialing below, you acknowledge there may be power generated by the Solar System for which you receive no value from the utility if your consumption does not increase for the reason provided below and your utility does not provide you NEM or NBT for production beyond your historical consumption. You also acknowledge that you are responsible for purchasing the estimated production of this Solar System for the term of the contract regardless of your actual future consumption.

Please write below the reason that you would like to oversize your system (e.g., buying an electric vehicle, moving full-time into a vacation home, etc.). Sunrun reserves the right to reject if any customer agreement for an oversized system based on several factors, including this reason, credit or other concerns.

I voluntarily ask Sunrun to oversize my system, and I understand that this request may impact how much I save based on my current electric bill, including the possibility that I may realize no savings. I specifically request that Sunrun size my system to offset 101% of my current electricity usage.

Agreed and accepted : Initial  (Initials)

Reason for oversizing system:

To live a more comfortable lifestyle

# Sunrun and Northern California Community Choice Aggregators (CCAs) Energy Storage for Resilience Grid Services Programs

## Program Overview

This is just a summary; please review the full terms and conditions below for all details.

This offer is applicable to Sunrun customers who are customers of select Northern California Community Choice Aggregators. If you are not located in one of the applicable CCA service areas, you are not currently eligible for participation. You may receive a Visa gift card after installation of your Sunrun battery for enrolling in your Community Choice Aggregator (CCA) Energy Storage for Resilience Program (the “Program”) with Sunrun! By participating in this Program, your Sunrun System will improve the resilience of the grid while managing your home’s electricity use. The Program will use advanced capabilities in your Sunrun system to provide 100% renewable energy to California’s electric distribution system during times of peak electricity usage. The Program will not significantly affect your Sunrun service. Sunrun already reserves approximately 20% of your battery for back-up power at all times. The rest of the battery will charge from your solar system and discharge during times of peak energy usage. If your home is involved in a grid outage, all the energy in your battery will be available for your use until the grid is back online. Sunrun will optimize how your System discharges to further benefit the grid. To be eligible for the Program, you must have an installed and operational Sunrun Shift or Backup system and be located in a CCA with a Sunrun Grid Services Program.

***

Terms & Conditions Sunrun is pleased to invite you to the Energy Storage for Resilience Grid Services Program (“the Program”). Please read this form in its entirety and sign below where indicated if you consent to participation in the Program.

What is the Energy Storage for Resilience Grid Services Program?

Sunrun is working with your Community Choice Aggregator (CCA) to use battery systems to help create a more reliable, renewable, and cost-effective energy system in Northern California. At times when there is high demand and use on the local electric distribution system (the "grid") or during other critical periods, your device or battery will respond with support by sending energy back to the grid. This coordinated discharge of your and your neighbors’ energy storage equipment will usually occur in the afternoons during typical Time of Use hours when your energy prices are high. This means that while your battery may operate differently during a grid services event, you will retain the highest value from the System’s discharge.

By using your battery in this manner we hope to improve grid resilience, drive down costs for all customers by avoiding expensive infrastructure upgrades, and ultimately allow for deployment of more carbon-free solar energy and battery storage to the grid.  The Program will last for ten years.

What benefits will I receive for participating in the Program?

By participating in the Program, you will improve the resilience of your local utility grid by using energy from your solar and battery, or sending energy from your battery to the grid when it's most needed. You can also feel great about helping to reduce carbon emissions and paving the way for home solar and battery systems to contribute to the grid of the future. Sunrun may also provide a Visa gift card promotion for participating in the program after your system is installed and enrolled to participate.

How will my Sunrun system perform in this program?

At times when your CCA has identified that there will be a high demand or critical period, Sunrun will signal your Sunrun System to discharge energy in a specific way to provide optimal support to the grid. These requested energy storage discharges will generally be concentrated during the high priced afternoon hours, so you won't experience any major changes compared to your system's normal operations. Most of the energy in your battery will be available to your CCA for these purposes, but Sunrun always maintains energy in reserve for emergency back-up. In the event of a grid outage, all of the stored energy in the battery will be available for your needs. When energy from your solar and battery system is exported to the grid, you will receive the same credits as when your solar energy is exported directly to the grid from the solar panels.

What happens to my system if there's an outage?

Program events will never utilize the energy reserved by your battery system for backup during an outage. Your solar system will charge your battery for backup power, keeping a reserve available that is not affected by events for the Program.

What happens to my system if the grid is shut down for Wildfire Prevention?

There has been a lot of communication around planned outages across California in 2020 and beyond, which could include your area. Whenever there is an outage—whether that outage is planned for maintenance, a shutdown for wildfire prevention, or an emergency on the grid—your system will react the same way. Your battery system will disconnect from the grid, and your solar system will continue working during the day. You will use available energy from your battery to support the circuits you've chosen to back up if there's no solar energy available. Participation in the Program will not impact the backup capabilities of your system.

What is the duration of the program?

You are committing to participate in this program for the next ten years, starting as early as 12/31/2021. After that there may be options to re-enroll in a renewed program or move to another Sunrun energy program.

What data will be shared with my CCA program partners?

For the purposes of this Program, we will share the following information with your CCA: energy production, energy discharge data, the status of your battery and smart inverter for a period before, during and after energy discharge events, and overall battery performance data. In addition, by participating in this Program you agree to allow a representative of your CCA to inspect your battery if requested during installation, and from time to time during operation, at mutually convenient dates and times during normal business hours. This is all in addition to Sunrun's privacy policy found at https://www.sunrun.com/privacy-policy.

Can I participate if I already have, or get, a generator?

Yes, with the proper setup. If you own any electricity storage or generation equipment (such as a battery or generator) prior to the installation of the System, you agree to keep the electricity storage or generation equipment on a separate Transfer Switch from the System. If this is not possible at the time of installation, we may request additional work to your home or the existing equipment.

After installation of the System, you agree to the following: (1) not to alter the configuration of the existing equipment and/or relocate it from the separate Transfer Switch; (2) install any additional electricity storage or generation equipment behind a Transfer Switch and not to connect any additional electricity storage or generation equipment to the System or electrical panel(s) to which the System is connected; (3) not to install technologies to provide grid services, because these devices could interfere with the operation of the System. Violating this provision will (a) render you liable for any damages to the System, the electricity storage or generation equipment, and your home, and (b) void Sunrun's warranty and service obligations under this agreement. If you violate this Agreement by adding electricity storage or generation equipment after the System is installed, (a) you will be responsible for any damages to the electricity storage or generation equipment, the System, related batter(ies) and Shift Non-Backup Batteries, if any, and any wiring or appliances in the home, and (b) Sunrun's warranty and service obligations under this agreement will be voided. Adding additional generators or other technologies for the generation or storage of electricity to your home may require you to update to a newer NEM program, potentially impacting your rate plan and potential savings. Adding additional generators or other technologies for the generation or storage of electricity to your home may require you to update to a newer NEM or NBT programs, potentially impacting your rate plan and potential savings.

What if I still have questions or concerns about this program? Please contact Sunrun at sunrunrewards@sunrun.com.

Sounds Great! What do I have to do to participate? Just confirm that you consent below to enter into the Program. Participating in the Program will not require any additional service calls to your home or any hardware modifications to your system. Additionally, nothing will be required of you when the Program concludes. Any operating changes will be made by Sunrun automatically.

Do you consent to participate in the Energy Storage for Resilience Grid Services Program?

Initial:

Full Name: Andrew Maldonado

Date: 2/28/2025

# SOLAR FACILITY INSTALLATION AND MAINTENANCE APPROVAL ADDENDUM

This Solar Facility Installation and Maintenance Approval Addendum is a part of and subject to that certain Sunrun Solar Power Service Agreement between you and Sunrun (the "Agreement").

1. Installation and Maintenance Approval

   You agree to obtain any and all approvals required from any homeowners association, governing body, or any other entity or person that may have authority over your Property or use of your Property, such as the owner of an attached unit and/or or co-owner ("Approving Party"), for Sunrun and its subcontractors to install, access, monitor, operate, repair, maintain, protect its interest in and, subject to the terms of the Agreement, remove the Solar Facility. You understand that you will be required to sign a statement affirming that you have obtained the approval required under this section and provide Sunrun with proof of the same in such form as is acceptable to Sunrun before Sunrun will begin installation of your Solar Facility. For so long as you own the Property, you agree to work with the Approving Party using best efforts to ensure that Sunrun and its subcontractors are able to perform the foregoing activities. You further agree that if Sunrun installs a Solar Facility for you, and you have not obtained the necessary approvals, you may be required to pay Sunrun all the costs and expenses it may incur and damages it may suffer associated with the removal or non-operation of the Solar Facility on your Property, including the payments it would have received from you under the Agreement and any rebates or incentives, including tax benefits, it may lose because of the Solar Facility's removal or non-operation.

2. Termination

   You agree that should the Approving Party not approve the installation of the Solar Facility for you within ninety (90) days following the date you signed the Agreement, Sunrun shall have the right to terminate the Agreement by written notice to you.

| **Customer Primary Account Holder** | **Secondary Account Holder (Optional)** |
|---|---|
| Signature: Signed by: Andrew Maldonado E1B71E64A8854A2... | Signature: |
| Andrew Maldonado | |
| Date: 2/28/2025 | Date: |

## EXHIBIT D

## PAYMENT FORMS

As a Sunrun customer, you agree to pay your monthly bill with recurring automatic electronic payments. If you choose not to select the automatic payment option, then you will lose the discount set forth in the agreement, and you will be required to pay your monthly Sunrun bill by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Sunrun directly by phone at 855-478-6786 or contact Sunrun through the Sunrun Customer App or my.sunrun.com to request invoices be sent through the US mail.

## ACH Deposit Form

BY ACCEPTING THE TERMS AND CONDITIONS FOR RECURRING PAYMENTS BELOW AND CONDITIONS AND ENROLLING IN THE AUTOMATIC ELECTRONIC PAYMENT OPTION, YOU ARE AUTHORIZING SUNRUN TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT FROM THE BANK ACCOUNT YOU HAVE DESIGNATED. SUNRUN WILL ADVISE YOU BY MONTHLY INVOICE OF THE AMOUNT AND DATE OF THE PAYMENT THAT WILL BE AUTOMATICALLY DEBITED

1. Sunrun will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution notice of at least three business days before the scheduled transfer date. If you inform Sunrun that an error exists on your statement, Sunrun will attempt to correct that error prior to your next statement to the extent permitted by law. Sunrun shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement or due to any delay in the actual date on which your account is debited.

2. If any changes occur in the information on your application, you must immediately notify Sunrun in writing of such changes. If Sunrun incurs charge-back fees as a result of inaccurate information you provide, then Sunrun shall bill you for those fees.

3. If you either do not notify Sunrun in writing of such changes or do so in an untimely fashion, Sunrun shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Sunrun's sole liability to you shall be Sunrun's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account or is charged to your check) will be no earlier than three (3) days before the invoice due date.

4. You agree to ensure that there are sufficient funds in your designated account on the settlement date to pay the amount of the debit. If Sunrun incurs charge-back fees as a result of insufficient funds in your designated account, then Sunrun shall bill you for those fees.

5. Sunrun reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either Party may terminate this arrangement at any time by giving the other Party written notice reasonably in advance of the date of termination or any scheduled settlement date. You may also terminate this arrangement by calling Sunrun Customer Care at 1-855- 478-6786 or by changing your billing preference in the Sunrun Customer Portal. Termination shall not prevent a debit transaction authorized before any notice of termination and does not terminate the Agreement or your obligation to make payments as required by the Agreement.

6. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer. You are responsible for any fees your financial institution may charge for these electronic payments.

7. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.

8. You represent to Sunrun that all persons whose signatures are required to withdraw funds from the above referenced account have executed this ACH Deposit Form.

By my signature below, I authorize automatic electronic payments and accept these Terms and Conditions and acknowledge that I will receive a separate electronic request to securely enter my bank account information.

Account Holder Signature Signed by: Andrew Maldonado E1B71E64A8854A2... Account Holder (Optional) Signature _____

Andrew Maldonado

Date: 2/28/2025 Print Andrew Maldonado

**Check/Money Order Deposit Form**

Sunrun customers paying Deposits or Monthly Payments by check or money order must (i) enclose this document with each payment and (ii) include your Sunrun Customer ID number in the memo line of your check.

**Please send payments to:**
Sunrun Inc.
P.O. Box 511612
Los Angeles, CA 90051-8167

Customer Name: Customer/Proposal ID #: _____

Customer Address: _____

Amount Enclosed: _____

Description of Payment: _____

Date: _____

Notes: _____

**FOR ACCOUNTING PURPOSES ONLY**

Account Coding: _____

Fund: _____

# EXHIBIT E

## Data Usage and Disclosure

**a. Data Usage:** We may use Data for the following purposes (in each case to the extent permitted by law):

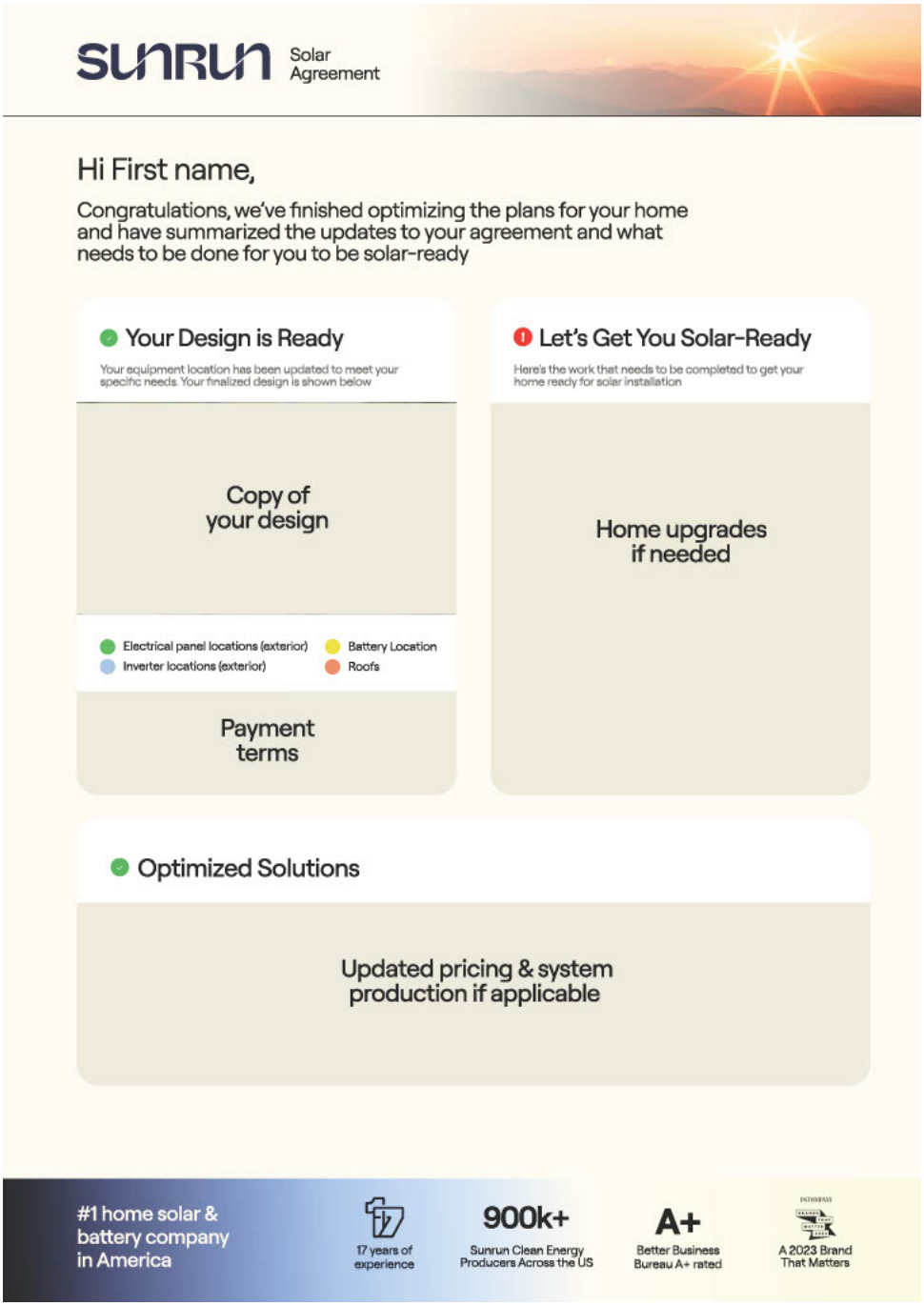
(1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

**b. Data Disclosure:** We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood, and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by: Initial AM _____(initials)

# EXHIBIT F
# Sample Customer Approved Project



# EXHIBIT G

## Optimization Services

### Authorization for Optimization Services

**Sunrun includes optimization services with the battery to further reduce your overall energy costs.**

Depending on where you live and the System, you may qualify to participate in one or more programs, including government technology rebates, performance incentives, utility demand response programs or other bill management opportunities. In each of these programs, a portion of the energy produced and/or stored by the System may be sent back into your local electrical grid to improve its efficiency and/or reliability. In exchange for the permission to manage the System and participate in these programs, you will be directly compensated either by the utility or by Sunrun.

Sunrun may enroll the System in one or more programs if and when it becomes eligible to do so in your location. Sunrun will fully control and optimize the System's activities to generate incremental savings and value. This will not affect our obligations in your customer agreement. Participation in optimization services will remain in effect for the duration of the Agreement.

### Enrollment Process

For the programs in which Sunrun enrolls or un-enrolls the System, Sunrun will notify you of 1) how your Solar System may be affected; 2) or how you will be compensated; 3) the expected participation duration; 4) the program partners; and 5) any additional authorizations advanced partnership Sunrun needs from you to participate.

### Your Authorizations and Obligations

a. You authorize Sunrun to act in the following capacities:

   i. To act as your sole Demand Response Provider, Energy Services provider, or equivalent agent, consultant or aggregation partner for your respective utility and grid operator.

   ii. To request and receive utility billing records, billing history (including tariff changes, surcharges, riders, etc.) and all meter usage data used for bill calculation for all of your service account(s) associated with the Solar System, as specified herein, that may be furnished by the Utility or other energy service providers, for the duration of this agreement.

   iii. Participation in utility demand response programs without Sunrun may affect your eligibility to participate in Sunrun battery optimization programs. In such cases, Sunrun will exercise sole discretion over which other utility programs you may participate and assist in unenrolling you if necessary.

b. You agree to not use any of the following devices to generate electricity at your home or participate in utility or grid operator demand response programs that is not consistent with the section above titled "Generators and Other Energy Generation and Storage Devices":

i. Portable or standby gas- or fuel-fired generator(s)

ii. Energy generation, control, or management devices (e.g., a 'smart' water heater) not approved and/or managed by Sunrun.

**Sunrun Obligations**

**Sunrun will:**

- Make changes to your rate tariff, the System's interconnection, or other modifications needed to participate in the Program, without negatively impacting your total energy costs.
- Use energy usage or billing data collected by this service only as authorized by our data privacy policy (see: further Exhibits)
- Ensure the backup reserve for backup power is maintained per your agreement
- Notify you of any changes to the terms, an updated version of which will be available, alongside enrolled program details, in your customer documents in MySunrun.
- Pay any program penalties for System underperformance unless otherwise agreed to by the customer.

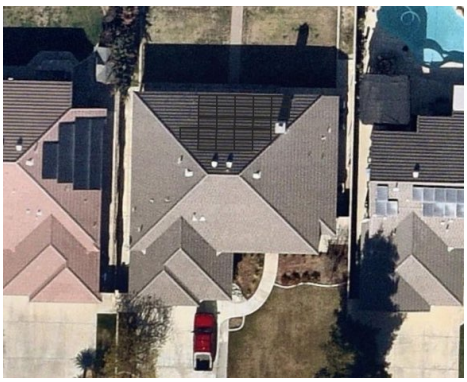
**Initial here to indicate you understand and agree to authorize Sunrun to perform the above stated optimization services. You authorize Sunrun as your agent and agree that you will not use**

**Prohibited resources and devices:** Initial **(initials) Date:** 2/28/2025

## Custom Solar Design

Prepared by Darnell Armstead 2/28/2025

Our solar design experts have prepared the following design for your review and approval:



**My Information:**

Andrew Maldonado

9310 Cripple Creek Ave, Bakersfield, CA, 93312

**System Details:**

| | |
|---|---|
| Annual Usage | 9,405 kWh |
| Estimated System Size | 8.91 kWp |
| Estimated Annual System Production | 9,478 kWh |
| Estimated Energy Offset | 101 % |

**Equipment:**

| | |
|---|---|
| Modules | 22 x JA Solar, or similar |
| Inverters | 1 x Tesla, or similar |
| Storage | 1 x Tesla, or similar |

**Approval**

I have reviewed this Custom Solar Design and approve of the placement of solar panels and equipment identified above. I understand that the actual number of panels, equipment manufacturers and models, and their precise placement may vary based on engineering, installation, and solar energy production considerations, including roof type, shade, and other factors.

Signed by:
Andrew Maldonado
E1D71E64A0854A2...

Customer Signature

2/28/2025

Date

## Certificate Of Completion

Envelope Id: EE64CD6B-251F-4424-A4A5-C8120BC2F565
Status: Completed
Subject: Action Required: Review and sign Customer Agreement from Sunrun
Source Envelope:
Document Pages: 51
Signatures: 7
Certificate Pages: 6
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Sunrun eSignAdmin
225 Bush Street, Suite 1400
San Francisco, CA 94104
sunrun_esign_admin@sunrun.com
IP Address: 54.149.133.40

## Record Tracking

Status: Original
2/28/2025 12:04:22 PM
Holder: Sunrun eSignAdmin
sunrun_esign_admin@sunrun.com
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Andrew Maldonado<br>andymaldonaldo14@gmail.com<br>Security Level: Email, Account Authentication (None) | Signed by: Andrew Maldonado<br>E1B71E64A8854A2...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 97.97.74.97<br>Signed using mobile | Sent: 2/28/2025 12:04:25 PM<br>Viewed: 2/28/2025 12:05:08 PM<br>Signed: 2/28/2025 12:08:07 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 2/28/2025 12:05:08 PM<br>ID: bad6a1b2-3bf1-4dd1-bf26-0129804689da | | |
| Darnell Armstead<br>darnell.armstead@sunrun.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>ECA50D81EAC7445...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 174.219.196.106 | Sent: 2/28/2025 12:08:10 PM<br>Viewed: 2/28/2025 12:08:36 PM<br>Signed: 2/28/2025 12:08:53 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 2/28/2025 12:08:36 PM<br>ID: 27287fc6-1bee-40e4-a02d-9523fa89a5d6 | | |
| Alexa Marsh<br>ai-user@sunrun.com<br>Project Operations<br>Security Level:<br>.Email<br>ID: b340d94b-cfdf-472a-a6c9-ab4a8c3fd751<br>2/28/2025 5:33:41 PM | Signed by: Alexa Marsh<br>CD261E4F15914F0...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 3.135.25.121 | Sent: 2/28/2025 12:08:56 PM<br>Resent: 2/28/2025 5:33:38 PM<br>Viewed: 2/28/2025 5:33:55 PM<br>Signed: 2/28/2025 5:34:14 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 8/13/2024 11:29:28 AM<br>ID: 52a105c8-cb29-48bd-a3ac-cae1d052e796 | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 2/28/2025 12:04:25 PM |
| Envelope Updated | Security Checked | 2/28/2025 5:33:39 PM |
| Envelope Updated | Security Checked | 2/28/2025 5:33:39 PM |
| Envelope Updated | Security Checked | 2/28/2025 5:33:39 PM |
| Certified Delivered | Security Checked | 2/28/2025 5:33:55 PM |
| Signing Complete | Security Checked | 2/28/2025 5:34:14 PM |
| Completed | Security Checked | 2/28/2025 5:34:14 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

## CONSUMER DISCLOSURE

From time to time, Sunrun Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. PLEASE READ THE INFORMATION BELOW CAREFULLY AND THOROUGHLY, AND IF YOU CAN ACCESS THIS INFORMATION ELECTRONICALLY TO YOUR SATISFACTION AND AGREE TO THESE TERMS AND CONDITIONS, PLEASE CONFIRM YOUR AGREEMENT BY CLICKING THE 'I AGREE' BUTTON AT THE BOTTOM OF THIS DOCUMENT.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for thirty (30) days after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, please request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Sunrun Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: customercare@sunrun.com
You may also contact us in writing at 45 Fremont Street, 32nd Floor, San Francisco, CA 94105 or by phone at 1-855-478-6786.

**To advise Sunrun Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customercare@sunrun.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. at 1-866-219-4318 to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Sunrun Inc.**
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must contact us by (a) sending us an e-mail to customercare@sunrun.com, (b) writing to us at Sunrun Inc, 45 Fremont Street, 32nd Floor, San Francisco, CA 94105, or (c) calling us at 1-855-478-6786, and in connection with your request you must state your e-mail address, full name, US Postal address, and telephone number.
**To withdraw your consent with Sunrun Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. contact us by (a) sending us an email to customercare@sunrun.com, (b) writing to us at Sunrun Inc., 45 Fremont Street, 32nd Floor, San Francisco, CA 94105, or (c) calling us at 1-855-478-6786, and in connection with your request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

| | |
|---|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |

| | |
|---|---|
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | Allow per session cookies |

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Notices**

Any notice or other communication to be made hereunder, even if otherwise required to be in writing under other provisions of this Consent or any other documents or agreements that have been provided to you in connection with this Consent, may alternatively be made in an electronic record transmitted electronically to the electronic addresses provided by you. Any notice or other communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read and have accessed, read and understood the terms of this ELECTRONIC CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Sunrun Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sunrun Inc. during the course of my relationship with you.

**Entire Agreement Provision**

This agreement and the consumer disclosure statement executed by the customer in conjunction with and simultaneously with its review and acceptance of the terms set forth herein constitute

the entire agreement between the parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.