

is independent of the limited installation warranty described above in Section 4(e). The System's solar modules carry a minimum manufacturer's warranty of twenty (20) years as follows: (i) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (ii) during the first twenty (20) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The System's inverters carry a minimum manufacturer's warranty of ten (10) years against defects or component breakdowns. During the Term, We will enforce these warranties as owner of the System.

(g) Exclusions and Disclaimer of Warranty. The limited installation and roof warranty set forth in Section 4(e) above, does not apply to and does not cover problems resulting from: (i) Your acts or omissions, including Your failure to abide by the terms of this Agreement; (ii) exposure to harmful materials and chemicals; (iii) any Force Majeure Event (as such term is defined in Section 6(d)); (iv) vandalism, theft, or tampering with the System by anyone; (v) damage caused by hail or ball strikes; and (vi) any other cause beyond Our reasonable control. Our warranty and maintenance obligations under Sections 4(a) and 4(e) may be transferred to a third party. EXCEPT AS SET FORTH IN THIS SECTION 4 AND EXHIBIT B, WE MAKE NO OTHER WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM; THE PRODUCTION OR DELIVERY OF ENERGY; OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR YOUR PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 4(g) AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

(h) Metering. We will install performance meter(s) as needed to measure the Energy produced by the System (the "*Meter*"). We will collect performance data remotely or use Our personnel to

collect the data. We will store such meter data throughout the Term and provide it to You upon Your reasonable request. You agree to allow Our personnel reasonable access to Your Property to collect such data. At Our discretion, We may test the accuracy of the performance meters from time to time. If testing indicates that the meter is inaccurate by more than plus or minus five percent ( $\pm 5\%$ ), then We will (i) repair and recalibrate the Meter, at no cost to You; and (ii) make retroactive adjustments to Your payments based on corrected meter data for the period of such inaccuracy. If the meter is inoperable for any reason, including Your failure to maintain working broadband internet or electrical connections, We may (1) charge You the Shutdown Payment, and/or (2) estimate any performance guarantee payment.

(i) The System and the System Interests.  
(i) *Our Ownership of the System and the System Interests*. We shall own and hold all property rights in (1) the System; and (2) any credits, rebates, incentives, allowances, or certificates that are attributed, allocated, or related to the System, the Energy, or environmental attributes thereof (collectively, the "*System Interests*"). You hereby disclaim and, if applicable, assign to Us any and all right, title and interest in the System and the System Interests that You may have at any time, whether arising under applicable law or otherwise, and You agree to execute all documents and instruments We reasonably request to carry into effect the terms and intent of the foregoing assignment and to otherwise cause Us to be the exclusive owner of the System and the System Interests. You shall have no property interest in the System or the System Interests except for (A) the Energy that the System generates, and (B) any credits or payments available under Your Utility's net metering program for the Energy that the System generates. You agree to keep the System and System Interests free from all liens, security interests, levies, attachments, and encumbrances of any type, and You acknowledge that none of the System nor any of its components nor any System Interests may be sold, leased, assigned, mortgaged, pledged, or encumbered by You. You shall indemnify Us against all losses, claims, costs and expenses (including attorneys' fees) incurred by Us in discharging and releasing any such lien, encumbrance, pledge, levy, or attachment arising by, under or through You. You agree to not take any action or allow any omission that could have the effect

of impairing the value of the System or the System Interests. You shall immediately notify Us upon becoming aware of the occurrence or possibility of such impairment. (ii) Personal Property Nature of the System. Notwithstanding the manner in which the System is attached to Your Property, nor any fixture filing by Us, You and We hereby agree that the System and the System Interests shall remain Our sole personal property and shall not be deemed or characterized as a "fixture" or any part of the "realty", as those terms may be defined by applicable law. It is further agreed that the installation of the System shall not be a repair, remodel, alteration, conversion, modernization of, or addition to, Your Property. (iii) Notices of System Ownership. You authorize Us to make filings and recordings with relevant governmental authorities as may be necessary to provide notice of and to take security interest in Our ownership in the System and the System Interests, and Our right to access Your Property, including (without limitation) financing statements and fixture filings. Upon termination of this Agreement, each such filing will be terminated. You understand that the System shall be marked and identified as Our property.

## **5. Customer Obligations.**

(a) Representations and Warranties. You represent, warrant, and agree that each of the following is true and correct: (i) all information concerning You herein is true, correct, and complete; (ii) You are the only fee simple owner(s) of the Property (*i.e.*, You have full and exclusive ownership rights to the Property); (iii) You own the roof on the Property and have the unrestricted right to install the System thereon; (iv) Your roof is in good condition and repair, without material defects, sufficient for Us to install the System; (v) You are at least eighteen (18) years of age; and (vi) You have had the opportunity to review and discuss this Agreement with Our sales agent and any other advisor You may desire to consult. You understand that any mistake, misrepresentation, or omission in this Agreement made by You is a material breach of this Agreement and entitles Us to the remedies provided for in Section 6(b)(ii). We make no representations or warranties except as expressly set forth in this Agreement.

(b) Customer Insurance. You currently have and agree to maintain customary property and liability insurance with respect to Your Property.

(c) Existing Violations and Conditions. We shall not be held responsible for any existing violations of applicable building regulations or ordinances on Your Property, whether cited by the appropriate authority or not. We are not responsible for any preexisting conditions on Your Property. Prior to installation, You shall give to Us a copy of any easements, restrictions, or rights of way relating to the Property. If You do not do so, We will assume that none exist, and You shall be solely liable for any violation of such easement, restriction, or right of way.

(d) Grant of Access. You hereby grant to Us and Our employees, agents, and contractors the right to access and use Your Property so that We may (i) install, operate, and maintain the System throughout the Term, (ii) enforce Our rights as to this Agreement and the System and the System Interests, and (iii) take any other action reasonably necessary in connection with the construction, installation, operation, maintenance, repair, or removal of the System. The foregoing rights of access to Your Property shall constitute a license coupled with an interest and shall be irrevocable for up to ninety (90) days after this Agreement terminates to provide Us with time to remove the System at the end of the Term.

(e) Modifications after Install. (i) Alterations. You shall not (1) touch, handle, operate, alter, repair, or otherwise modify the System or any component thereof; and (2) take any action that could void or impair any warranty relating to the System. You will be responsible for any damage to the System that is caused at any time by You or Your licensees, guests, invitees, contractors, or agents. (ii) Property Repairs. You are not permitted to make repairs or improvements to Your Property that may interfere with the performance or operation of the System without Our prior consent pursuant to this Section 5(e). After the fifth (5<sup>th</sup>) anniversary of the In-Service Date, if You provide Us with thirty (30) days' prior written notice, then We will temporarily remove and reinstall the System at Your request to allow for such repair or improvement (a "*Customer-Requested Shutdown*"). You will be required to (1) pay to Us a fee equal to Four Hundred and Ninety-Nine Dollars (\$499) before We remove the System; (2) securely store the System components during the Customer-Requested Shutdown; and (3) pay the Shutdown Payment if the System is not reinstalled within thirty (30) days of

removal. A Customer-Requested Shutdown during the first five (5) years of the Agreement will be done at Our sole discretion and at a cost mutually agreed before We remove the System. THE CUSTOMER-REQUESTED SHUTDOWN COSTS DESCRIBED IN THIS SECTION 5(e) ARE NOT AN EARLY CANCELLATION FEE. OTHER THAN AS SET FORTH IN THE NOTICE OF CANCELLATION AND SECTIONS 5(n), 6(b), AND 6(c), YOU ARE NOT ALLOWED TO TERMINATE OR CANCEL THIS AGREEMENT PRIOR TO THE END OF THE TERM.

(iii) *Required Changes.* If You, the Utility, or any governmental agency requires (1) any change to the System after its installation, You shall pay Our standard parts and labor charges; or (2) that We pay any tax, fee, or other charge in relation to the System or this Agreement after the In-Service Date, then You shall be responsible to reimburse Us for such tax, fee, or other charge (including any taxes under Section 5(k)).

(f) *Insolation.* You acknowledge and agree that the System's unobstructed access to sunlight ("*Insolation*") is essential to Us and is a material inducement to Our entering into this Agreement. At all times during the Term, You shall not cause, permit, or otherwise allow any circumstance or condition within Your control that could adversely affect Insolation, including (without limitation): (i) any material alteration of Your Property where the System is installed; (ii) the installation of any structure, or any other obstruction; (iii) the growth of trees and other foliage; or (iv) the emission from Your Property of particulate matter, smoke, fog, steam or any other airborne impediments that materially affect Insolation. You agree to trim all trees and other foliage to ensure that shading of Your roof and the System is no worse than on the Transaction Date. If You become aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation, You shall promptly notify Us and shall cooperate with Us in reasonable measures We may take in an attempt to preserve existing levels of Insolation. Notwithstanding any other right or remedy provided in this Agreement, You agree that We would be irreparably harmed by Your breach of Your obligations under this Section and that an award of damages would be inadequate to remedy such a breach, and that therefore We shall be entitled to equitable relief, including specific performance, to compel Your compliance with the provisions of this

Section, without proof of any damages or posting of any bond or similar security.

(g) *Your Property.* You are responsible to ensure that Your Property (including all electrical systems and the roof) is maintained in good condition and repair. It is Your responsibility to remove or protect any personal property or fixtures (including, but not limited to, decorations, furniture, vehicles, plants, and other valuables) in the areas of Our work and the locations surrounding the System. We are not responsible for damages or loss of said items whether caused by Our personnel, equipment, or natural causes (including, without limitation, damage caused by snow falling from Your roof).

(h) *Use of the System.* You shall use the Energy from the System primarily for personal, family, or household purposes, but not to heat a swimming pool. At all times, You shall ensure that the Property remains grid-connected to the Utility.

(i) *Broadband Internet Connection.* You must provide the System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at Your cost. If You fail to maintain broadband internet or electrical connection for a period of time, We may (i) charge You the Shutdown Payment, and/or (ii) estimate any performance guarantee payment.

(j) *Authorizations.* Prior to installation of the System, You shall obtain from Your mortgagee, home owners' association, or any other person with an interest in Your Property all authorizations necessary for Us to install, operate, and maintain the System. Your failure to obtain these authorizations in a timely manner may result in termination of this Agreement.

(k) *Taxes.* You will pay all taxes assessed on or arising from installation or operation of the System, including any transaction privilege, general excise, use, sales or other transaction-based taxes on the Energy produced by the System, and any real or personal property taxes on the System that Your local jurisdiction may levy.

(l) *Further Assurances.* Upon Our request, You shall promptly sign and return, or otherwise assist Us in obtaining: (i) any application, agreement, or other document necessary for Us to obtain any System Interests; (ii) any permits, interconnection, net metering agreements, and other documents required by the Utility; (iii) any document necessary to verify Our ownership interest in the System and System

Interests; and (iv) You shall promptly comply with any of Our additional requests so that We may obtain possession of all System Interests. To the extent permitted by applicable law, You hereby authorize Us to complete any documents referenced above in this Section 5(l) by adding any information necessary.

(m) Duty to Notify. You shall promptly notify Us if (i) You notice any person or thing interfering with the operation of the System; (ii) Your Property has any ordinance or permit violations or encumbrance that may prevent proper System permitting, installation, or operation; (iii) You take any emergency action with respect to the System; or (iv) You receive or otherwise acquire any System Interests, including any incentive payments. Your failure to promptly notify Us of such matters shall be a Customer Default under Section 6(b)(i). In the event of an emergency affecting the System, You shall contact Us immediately. If We are unable to timely respond, You may (at Your own expense) contract with a licensed and qualified solar installer to remove the System as necessary to make repairs required by the emergency. You shall be responsible for any damage to the System that results from actions taken by Your contractor.

(n) Transfer of Property. You are required to notify Us thirty (30) days prior to any sale or transfer of Your Property. When notifying Us, You will be required to provide the following information: the name of the person buying Your Property or the transferee (the "*Property Transferee*"), the anticipated date of the sale or transfer, and any additional information We reasonably request. If the Property Transferee meets Our credit qualifications, then (where permitted by the Utility and applicable law) the Property Transferee can sign a transfer agreement, assuming all of Your rights and obligations under this Agreement. Prior to any such sale or transfer of Your Property, You agree to have the Property Transferee sign the transferee agreement. YOU ACKNOWLEDGE AND AGREE THAT UNTIL THE PROPERTY TRANSFEREE HAS SIGNED THE TRANSFER AGREEMENT AND WE HAVE ACCEPTED THE PROPERTY TRANSFEREE THEREUNDER, YOU SHALL REMAIN RESPONSIBLE FOR ALL OBLIGATIONS IN THIS AGREEMENT. Alternatively, if We determine that the Property Transferee is not adequately creditworthy to assume Your obligations under this Agreement, or the Property Transferee refuses to assume Your obligations under this Agreement, We may terminate this Agreement on

written notice to You and You will be obligated to pay to Us an amount equal to Four Dollars (\$4) per watt installed, subject to a reduction of five percent (5%) per year (e.g., in year 20, the Transfer Payment will be \$1.56 per watt installed), plus applicable taxes (the "*Transfer Payment*"). After You pay to Us the Transfer Payment, We will transfer ownership of the System to You on an "As Is, Where Is" basis; *provided* that We will retain all right and title to the System Interests. Notwithstanding any other provision in this Agreement, if the proposed transfer of Your Property to the Property Transferee is a lease or other transfer that is not a fee simple sale, You will remain responsible for performance of Your obligations under this Agreement. You agree that the death of all Customers hereunder shall be deemed a transfer of Your Property, and We will work with Your successors and heirs to transfer this Agreement under this Section 5(n).

## 6. Special Circumstances.

(a) System Shutdowns. (i) *Safety Shutdown*. In addition to Our right to shut down the System for maintenance, We may shut down the System if We reasonably believe that Property conditions or activities of persons on the Property, which are not under Our control, whether or not under Your control, may interfere with the safe operation of the System (a "*Safety Shutdown*"). During the pendency of a Safety Shutdown, You will pay Us the Shutdown Payment. (ii) *Property Vacated*. In the event that You vacate Your Property for any period of time as a result of an event that is not a Force Majeure Event or a Seller Default, You will continue to pay Us for all the Energy produced by the System. (iii) *Interconnection Deactivation*. If interconnection with the Utility becomes deactivated for reasons that are not (1) a Force Majeure Event, or (2) caused by or related to Our unexcused action or inaction, such that the System is no longer able to produce electricity or transfer electricity to You or to the Utility, You will pay Us the Shutdown Payment. (iv) *Shutdown Payment*. The "*Shutdown Payment*" shall equal the sum of (1) payments of the Energy Price that You would have made to Us as described in Section 3(a) for the Energy that would have been produced by the System during the period of the shutdown; (2) the value to Us of the System Interests that We would have received during such shutdown; and (3) applicable taxes. Determination of the amount of Energy that would