



## MOSAIC PROGRAM INTEGRATION ADDENDUM

*Last updated March 23, 2023*

This Integration Addendum (this “**Integration Addendum**”) supplements and is incorporated by reference into the Mosaic Program Participation Agreement (the “**Participation Agreement**”) between Solar Mosaic LLC, a Delaware limited liability company (successor in interest to Solar Mosaic, Inc.), as administrator of the Mosaic Loan Program (the “**Loan Program**”) and Modern Home LLC, a Delaware limited liability company, as administrator of the Mosaic Lease Program (the “**Lease Program**”, and together with the Loan Program, the “**Mosaic Program**”), of the first part (collectively, “**Program Administrator**”), and the Person named as Participant in the Participant Application, of the second part (“**Participant**”). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Participation Agreement.

### 1. APPLICABILITY; ELIGIBLE PRODUCT LIMITATIONS

1.1. Applicability. This Integration Addendum applies to the development, operation and maintenance of any Integrated Solution by Participant for use in conjunction with the Mosaic Program. Participant agrees to comply with the terms and conditions of this Integration Addendum, as well as the other Mosaic Program Documents, whenever promoting the Mosaic Program to Customers interested in either purchasing Eligible Products financed by a Loan or leasing Eligible Products. In the event of a conflict between the terms of this Integration Addendum and other Mosaic Program Documents, the order of priority described in Section 12.8 of the Participation Agreement shall apply. Program Administrator may modify the terms of this Integration Addendum in its sole discretion as set forth in Section 1.4 of the Participation Agreement.

### 2. INTEGRATED SOLUTION

2.1. Development of Integrated Solution. Participant agrees to use commercially reasonable efforts to develop, operate and maintain a technology integrated solution through which Participant Agents may access the Mosaic Program via the Partner Platform in order to provide financing options for their respective Customers (the “Integrated Solution”), including software that allows the Partner Platform to communicate automatically via Mosaic APIs with the Portal for the purpose of initiating Financing Applications (the “API Communication Software”).

2.2. Program Administrator Cooperation. Program Administrator shall provide such assistance as may be reasonably necessary for Participant to develop, operate and maintain the Integrated Solution, including providing Participant access to the Portal, which access shall be for the sole purpose of providing to Participant that portion of the Mosaic APIs necessary for Participant to develop the API Communication Software and otherwise subject to the provisions of Section 2.8.1.

2.3. Development Project Leader. Program Administrator and Participant will each designate a single point of contact within its organization to manage such Party’s respective development obligations with respect to the Integrated Solution (each, a “Development Project Leader”). The Development Project Leaders will meet as necessary to manage the ongoing development of the Integration Solution, including the API Communication Software.

2.4. Quality Assurance Testing. Prior to a go-live launch date of the Integrated Solution agreed upon by the parties (the “Launch Date”), the Parties will conduct multiple phases of testing with pilot Participant Agents to confirm quality assurance and readiness from a technical perspective.

2.5. Compliance with Applicable Law and Program Administrator Requirements. Participant agrees to comply with all Applicable Laws and Program Administrator requirements for the Integrated Solution, including but not limited to the consumer credit disclosures, which required disclosures will be stipulated by Program Administrator. Without limiting the generality of the foregoing, Participant agrees to not store, log or otherwise retain any Customer Information that is entered on any Financing Application screen. Such Customer Information will be passed directly



to Program Administrator, via the Mosaic APIs, and then immediately deleted by Participant, and Participant covenants and agrees that it shall not disclose, distribute, sell, share, rent or otherwise transfer such information to any third party. Participant represents, warrants and covenants to Program Administrator that the Partner Platform and Participant's components of the Integrated Solution will at all times comply with Applicable Laws and that Participant has and will have the legal right to provide the Participant Agent information it delivers to Program Administrator.

- 2.6. Improvements and Suspension. Either Party may request that the other Party address integration and IT infrastructure requests of the requesting Party in order to improve the interface of the Partner Platform with the Portal, the Integrated Solution, and with any other technology used in the Mosaic Program. Following receipt of such requests, the requesting Party shall evaluate such requests and determine in its reasonable discretion whether, and on what terms, it is able to accommodate such requests. Without limiting the generality of the foregoing, Participant agrees that any requested updates from Program Administrator which are necessary to comply with Applicable Law shall be made as soon as possible. Program Administrator shall have the right, at its sole discretion, to suspend usage of the Integrated Solution until such updates have been made.
- 2.7. Pricing. Participant agrees not to charge any other person, including, but not limited to Participant Agents, their equipment or distributor vendors or other partners, any fees related to the Integrated Solution or the Mosaic Program.
- 2.8. Intellectual Property. In addition to the rights set forth in Section 7.1 of the Participation Agreement, the Parties agree that any Intellectual Property created or first developed by either Party as a result of performing the terms of this Integration Addendum shall be retained and owned by such Party. For clarity, (i) Program Administrator's Intellectual Property includes, without limitation, the Mosaic Program, the Mosaic APIs, the Mosaic API Materials, the Portal, and all modifications, enhancements and derivative works made by Program Administrator, its employees, or contractors to each of the foregoing, and (ii) Participant's Intellectual Property includes, without limitation, the Partner Platform, the Partner APIs, the Partner API Materials, and all modifications, enhancements and derivative works made by Participant, its employees, or contractors to each of the foregoing.
- 2.8.1. Program Administrator Limited License. Program Administrator hereby grants to Participant a limited, non-exclusive, non-sublicensable, non-assignable and non-transferable, fully paid-up, royalty-free, worldwide right and license to use (i) the Mosaic APIs and any materials, information, data, designs, software, or other technology provided or made available by Program Administrator ("Mosaic API Materials") solely to develop and operate the API Communication Software, and (ii) the Portal solely to (A) execute actions strictly necessary for initiating Financing Applications and (b) the Permitted Portal Usage. No other usage by Participant of the Mosaic API Materials or Portal is permitted. Participant will use strict procedures designed to ensure that use of the Mosaic API Materials and the Portal by Participant is in compliance with the Mosaic Program Documents. Except as explicitly set forth herein, Participant will not directly, or indirectly through any affiliate, agent or other third party: (a) sell, lease, license or sublicense the Mosaic API Materials or the Portal to any Third Party; (b) decompile, disassemble, or reverse engineer the Mosaic API Materials or the Portal, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Mosaic API Materials, the Portal or Program Administrator's Confidential Information; (d) use the Mosaic API Materials or the Portal to provide financing services to third parties; or (e) provide, disclose, divulge or make available to, or permit use of the Mosaic API Materials or the Portal by any third party without Program Administrator's prior written consent.
- 2.8.2. Participant Limited License. Participant hereby grants to Program Administrator a limited, non-exclusive, non-sublicensable, non-assignable and non-transferable, fully paid-up, royalty-free, worldwide right and license to use (i) the Partner APIs and any materials, information, data, designs, software, or other technology provided or made available by Participant ("Partner API Materials") solely to develop and operate the API Communication Software, and (ii) the Partner Platform solely to (A) execute actions strictly necessary for processing Financing Applications and (b) send/receive notifications or other information related to the Financing Product to/from Customers and Participant. No other usage by Program Administrator of the Partner API Materials or Partner Platform is permitted. Program Administrator will use strict procedures designed to ensure that use of the Partner API Materials and the Partner Platform is in



compliance with the Mosaic Program Documents. Except as explicitly set forth herein, Program Administrator will not directly, or indirectly through any affiliate, agent or other third party: (a) sell, lease, license or sublicense the Partner API Materials or the Partner Platform to any third party; (b) decompile, disassemble, or reverse engineer the Partner API Materials or the Partner Platform, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Partner API Materials, the Partner Platform or Participant's Confidential Information; or (d) provide, disclose, divulge or make available to, or permit use of the Partner API Materials or the Partner Platform by any third party without Participant's prior written consent.

- 2.8.3. Further Assurances. Each party will use commercially reasonable efforts to assist the other party ("Owner Party"), or its designee, without further consideration, in securing Owner Party's rights in its Intellectual Property, including the disclosure to Owner Party of all necessary information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that Owner Party shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights.
- 2.8.4. Reservation. Neither party grants any rights to its Intellectual Property other than as expressly set forth in Section 7 of the Participation Agreement and Section 2.8 herein.

### 3. ADDITIONAL DEFINITIONS

Exhibit A to the Participation Agreement is supplemented with the following definitions.

"**API Communication Software**" has the meaning set forth in Section 2.1.

"**Development Project Leader**" has the meaning set forth in Section 2.3.

"**Integrated Solution**" has the meaning set forth in Section 2.1.

"**Launch Date**" has the meaning set forth in Section 2.4.

"**Mosaic API Materials**" has the meaning set forth in Section 2.8.1.

"**Mosaic APIs**" means the application programming interfaces developed by Program Administrator for use with the Portal.

"**Owner Party**" has the meaning set forth in Section 2.8.3.

"**Partner API Materials**" has the meaning set forth in Section 2.8.2.

"**Partner APIs**" means the application programming interfaces developed by Participant for use with the Partner Platform.

"**Partner Platform**" means Participant's proprietary technology platform which serves as the primary interface for Participant Agents to access Participant's products and services.