



**CONCERT FINANCE
AMENDED AND RESTATED PARTICIPATION AGREEMENT**

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AMENDED AND RESTATED CONCERT FINANCE PARTICIPATION AGREEMENT

Last updated March 23, 2023

This Amended and Restated Concert Finance Participation Agreement (this “**Agreement**”) is entered into among Solar Mosaic LLC, a Delaware limited liability company, as administrator of Concert Finance (“**Program Administrator**”), Consolidated Electrical Distributors, Inc. (“**CED**”), and the Person named as Participant in the Participant Application (“**Participant**”). Capitalized terms used herein shall have the meanings given to such terms in Exhibit A and the rules of construction set forth therein shall apply hereto. Participation in Concert Finance constitutes Participant’s agreement to the terms and conditions of this Agreement, as may be modified, revised, amended, or amended and restated from time to time by Program Administrator in accordance with Section 1.4.

1. PROGRAM ADMINISTRATION AND PARTICIPATION

- 1.1. Program Administration. CED is a national distributor of solar, storage and related components, and offers certain services and solutions to its network of residential solar installers and contractors. Program Administrator owns and operates a loan origination and servicing platform and provides certain administrative, technical and ministerial services to Financing Providers. Program Administrator enters into this Agreement under delegated authority in its role as Program Administrator for Financing Providers participating in Concert Finance, and all references to actions of Program Administrator herein shall be construed as actions by Program Administrator acting on behalf of and under the direction and control of the applicable Financing Providers.
- 1.2. Participant Authorization. Participant desires to participate in Concert Finance to allow its Customers to obtain Loans from a Financing Provider to finance the purchase of Eligible Products. By participating in Concert Finance, Participant shall be authorized to (a) promote Concert Finance in the Territory and (b) facilitate the submission of Loan Applications, in each case subject to the terms and conditions of the Program Documents.
- 1.3. Concert Finance Terms; Ownership. Program Administrator has the sole discretion to (a) determine the terms and conditions of any Loan Application, Loan Agreement, and Loan and (b) establish policies and procedures related to the promotion, application and/or funding of Loans, as applicable. Nothing in this Agreement requires a Financing Provider to take any action with respect to a Loan, including accepting a Loan Application, approving a Customer for a Loan, or extending financing to a Customer. This Agreement gives neither Participant nor its Affiliates any ownership rights in any aspect of Concert Finance. Participant acknowledges and agrees that each Financing Provider shall own (i) its respective Loans, (ii) the corresponding Loan Application and (iii) all Customer Information that such Financing Provider receives in connection with the Loan Application and/or Loan.
- 1.4. Modifications. Program Administrator may add new Program Documents or modify the terms of this Agreement or any other Program Document by posting such new Program Document or updated version thereof on its website, www.joinmosaic.com, or by notifying Participant of such change in accordance with Section 12.2. Participant agrees that it has an ongoing obligation to check the website for any updates or changes to the Program Documents. Without limiting the generality of the foregoing, Program Administrator may, at any time and as directed by the Financing Providers, make changes to (a) the Loan documentation, including the Loan Application and Loan Agreement, (b) the terms and conditions of Loans, including the interest rate, maximum amount and term, (c) the credit standards used to evaluate Loan Applications, and (d) other Concert Finance procedures. Participant’s continued participation in Concert Finance after the effective date of any such modification will constitute Participant’s acceptance of the modified terms and Participant’s agreement to be bound thereby.
- 1.5. Non-Exclusivity; Customer Communications. Unless otherwise agreed between the Parties and subject to Section 2.1, Participant may present its Customers with financing options from other companies or develop its own financing options in addition to Concert Finance. Financing Providers may provide Loans to any Person without any restrictions on distribution channels or methods. In addition, nothing in this Agreement shall prohibit any Party from contacting or communicating with such Party’s customers regarding other goods or services, in each case in



accordance with all Applicable Laws.

2. PARTICIPANT RESPONSIBILITIES

- 2.1. Loan Applications.** Participant may invite a Customer to apply for financing through Concert Finance by submitting a Loan Application through the Concert Portal. Participant shall not knowingly permit any Customer to submit a Loan Application to Financing Providers (i) if such Customer has been previously rejected by any other third-party financing provider with regard to obtaining financing for such Eligible Product; or (ii) using any type of selection criteria that could reasonably be determined to be adverse to Financing Providers, as determined in Program Administrator's sole and absolute discretion. Participant will not use any nonrandom selection criteria in connection with Concert Finance without Program Administrator's prior written approval. Without limiting Program Administrator's remedies as set forth in Section 2.7, in any other Program Document, at law or in equity, Program Administrator may charge Participant, as liquidated damages, a fee equal to 10% of the applicable Loan Amount in the event of a breach by Participant of its obligations set forth in the preceding two sentences with respect to a Loan. The Parties agree that Program Administrator's actual damages in the event of such a breach would be extremely difficult or impracticable to determine and that Program Administrator's estimate of its costs and lost revenues in the event of such a breach may be different than the amount of the liquidated damages set forth herein. The Parties agree that the fee provided for herein is a reasonable and appropriate measure of the damages that Program Administrator would incur as a result of such a breach, and does not represent a penalty.
- 2.2. Eligible Products; Liens.** Participant will be responsible for the design, delivery, engineering, construction, installation and completion, as applicable, of each Eligible Product for each Customer in Concert Finance. Each Eligible Product will be designed, delivered, engineered, constructed, installed and completed, as applicable, in accordance with Prudent Industry Practices. Participant will not permit any lien, charge or encumbrance to exist on any Eligible Product or the applicable Customer's home, and in the event a lien is filed by a Subcontractor, Participant shall cause such lien to be released and shall provide evidence thereof in form and substance reasonably satisfactory to Program Administrator.
- 2.3. Subcontractors.** Participant may use Subcontractors to perform some or all of Participant's obligations under this Agreement, provided that (a) Participant agrees to provide Program Administrator information regarding its Subcontractors within two (2) business days of Program Administrator's request therefor, and (b) Participant shall be solely responsible for the performance of its obligations hereunder and for paying each Subcontractor amounts due to such Subcontractor upon the rates and terms as determined between Participant and such Subcontractor. Participant shall cause all Subcontractors to comply with the terms of this Agreement and Applicable Law, including training requirements, the Marketing Requirements, and all license, bonding and insurance requirements. Participant shall be solely responsible for the employment, control, actions, liability and conduct of Subcontractors. No Subcontractor shall be deemed to be a third-party beneficiary of this Agreement or an agent, employee, contractor, joint venturer or partner of Program Administrator or the Financing Providers.
- 2.4. Insurance Requirements.** Participant shall, at its own cost and expense, procure from an insurance company or companies rated "A VIII" or higher by A.M. Best or otherwise acceptable to Program Administrator, and maintain in full force and effect for the entire term of this Agreement and thereafter for so long as Participant has any obligations with respect to Concert Finance, general liability insurance and workers' compensation insurance in such amounts and in such forms as required by Applicable Law. If requested by Program Administrator, (a) Program Administrator and/or the applicable Financing Provider shall be named as additional insureds under each insurance policy maintained by Participant, and (b) Participant shall furnish to Program Administrator certificates of insurance, and the endorsements thereto, evidencing the insurance coverage required pursuant to this Section 2.4. If any required insurance policy is not renewed, Participant shall notify Program Administrator in writing within five (5) business days of such non-renewal.
- 2.5. Compliance with Program Documents and Applicable Laws.** Participant will continuously comply, and will cause its Subcontractors to comply, with its obligations under the Program Documents and with Applicable Law, including with respect to consumer protection, licensing, data privacy, and data security, during the term of this Agreement.



2.6. Required Notifications. Participant will notify Program Administrator in writing (a) promptly and in no event later than five (5) calendar days following Participant's receipt of notice of (i) any litigation or investigation, demand, inquiry or action by any regulatory body against Participant in connection with a Loan Application, a Loan or Concert Finance; (ii) any Customer inquiry or complaint (whether directly or through a regulatory body or other Third Party) regarding Concert Finance; (iii) any litigation or investigation, demand, inquiry or action by any regulatory body against Participant which, if adversely determined, could reasonably be expected to materially impair Participant's financial solvency or its continued ability to carry out its responsibilities under this Agreement; and (b) immediately if a Customer or Participant has canceled or communicated an intent to cancel a Loan or the related Purchase Agreement. In the case of each of clause (a)(i) and clause (a)(ii) above, Participant will cooperate with Program Administrator and the Financing Providers in investigating and resolving such matter in a timely manner.

2.7. Remedies.

2.7.1. If Participant (a) fails to perform its contractual obligations to Customers under any Purchase Agreement in any material respect, or (b) is not in compliance with any of the terms or conditions of the Program Documents in any material respect (including, without limitation, failure to achieve Stage Completion, Milestone Completion, or any other requirements for an Eligible Product within the timeframes set forth in any Program Document), Program Administrator, on behalf of the Financing Providers, reserves the right in its sole discretion to take any or all of the following actions, in addition to any remedies available to Program Administrator or the applicable Financing Provider in any other Program Document, at law or in equity: (i) withhold all or part of any amount owed to Participant under the Program Documents until such deficiencies are remedied; (ii) at any time, as a continuous right, without notice or demand, set off any amounts owed by Participant to Program Administrator or any Financing Provider under the Program Documents against any outstanding amounts owed by Program Administrator or any Financing Provider to Participant until Participant's liability for such amounts owed is fully satisfied and discharged; (iii) immediately suspend Participant's participation in Concert Finance and assess Participant such additional charges (such as late payment, returned payment or administrative charges) as implemented by Program Administrator in its reasonable discretion; (iv) require Participant to refund, or charge back Participant through offset or otherwise, up to (A) 100% of the Loan Amount for the related Loan and (B) any losses incurred by Program Administrator or the applicable Financing Provider in connection with Customer disputes related to Participant's non-compliance ("**Customer Dispute Amounts**"); (v) initiate a debit entry on Participant's bank account for the Loan Amount and/or Customer Dispute Amounts; (vi) terminate and/or cancel the applicable Loan Agreement(s) and charge a \$350 cancellation fee per cancelled Loan Agreement, plus any accrued and unpaid interest, if applicable; and/or (vii) charge interest on any delinquent payment amounts at a rate of 12% per annum prorated for each day such payment is past the due date. Participant acknowledges and agrees that any funds refunded, charged, withheld or debited pursuant to the foregoing sentence shall be deemed a fee earned in full by Program Administrator in connection with the resolution of any Customer disagreement or dispute, and not funds retained by or on behalf of Participant, and Participant further agrees that in such event Participant shall be deemed to have forfeited and waived any rights to or interest in any payment under the applicable Purchase Agreement.

2.7.2. Participant's obligations under the Program Documents are not affected by any settlement, extension, forbearance or variation in terms that Program Administrator or a Financing Provider may grant in connection with any Loan or by the release of the obligations of any Customer by a court or by operation of law. Each right, power, and remedy of Program Administrator or any Financing Provider provided for in the Program Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in the Program Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Program Administrator or any Financing Provider of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Program Administrator or any Financing Provider of any or all such other rights, powers, or remedies.

3. **MARKETING AND PROMOTION**

3.1. Marketing and Promotion of Concert Finance. Participant will market and promote Concert Finance during the term



of this Agreement in strict accordance with the requirements of this Section 3 and any other directions communicated by Program Administrator from time to time (the “**Marketing Requirements**”).

- 3.1.1. Any marketing, promotional and advertising materials and communications referencing Concert Finance, Loans, Program Administrator or a Financing Provider (whether used in Loan Applications or otherwise, and whether in electronic, hard copy format, or oral communications, “**Marketing Materials**”) must be approved in writing by Program Administrator in advance of use by Participant. Program Administrator’s review shall be limited to representations and statements related to Concert Finance and the Loans and shall not be construed as a review or approval of any advertising or solicitation materials for any other purpose or for compliance with any other provisions of any local, state or federal laws not related to Concert Finance. Copies of all Marketing Materials must be retained by Participant for three (3) years from the last date of usage.
- 3.1.2. All marketing, advertising, promotion, electronic mail and other digital communication, and telephonic communication by Participant or its agents, employees, affiliates and/or Resellers (as applicable, and collectively, the “**Participant Agents**”) relating to Concert Finance shall be in compliance with all Applicable Laws (including fair lending and trade practices laws, the Telephone Consumer Protection Act, and the Controlling the Assault of Non-Solicited Pornography and Marketing Act), the Training Program and the Marketing Requirements. Participant shall be responsible for ensuring that no Participant Agent makes any statement or representation, or omission of material information, regarding Concert Finance that is false, misleading or deceptive, or engages in any unfair, deceptive, or abusive conduct.
- 3.1.3. Participant is prohibited from making any statement regarding the likelihood that a Customer will be approved for a Loan.
- 3.1.4. All marketing relating to Concert Finance shall be in English (except as set forth in the Solar Loan Supplement). If a Customer does not speak English well, or at all, such Customer may still apply for a Loan. However, Participant may not use a language other than English and must recommend that such Customer involve someone who will be able to translate the Loan terms and documents for him or her, including a family member, a friend or any third person whose assistance the Customer is confident will enable him or her to fully understand such Participant communications and Loan features and terms.

- 3.2. Publicity. The Parties shall jointly agree upon the necessity and content of any press release in connection with the matters contemplated by this Agreement. Any publication, news release or other public announcement by a Party relating to this Agreement shall first be reviewed and consented to in writing by the other Parties.

4. **TRAINING**

- 4.1. Participant Agents. Participant will train all Participant Agents on the terms and conditions of Concert Finance, the Marketing Requirements, Applicable Laws and other standards (the “**Training Program**”) and will cause all Participant Agents to complete the Training Program prior to participating in Concert Finance. In addition, Participant will implement, update, revise and disseminate its policies, procedures, systems, internal controls, and training materials as reasonably necessary to ensure that its Training Program includes appropriate training and oversight of Participant Agents that have consumer contact or compliance responsibilities. Participant will ensure that all Participant Agents (a) engage in further training when changes are made to Concert Finance or Applicable Law or as deemed necessary by Program Administrator, and (b) obtain a passing score on any Concert Finance training test or quiz in order to gain access to the Concert Portal and participate in Concert Finance. Participant will provide Program Administrator with reasonable access to Participant’s sales meetings, marketing events, and other business development meetings for the purpose of evaluating Participant’s implementation of the Training Program. Program Administrator will provide support to Participant in connection with Participant’s Training Program as reasonably requested by Participant.
- 4.2. Resellers. Resellers may only be provided with access to the Concert Portal with written consent of Program Administrator and following participation in the Training Program. Participant shall submit to Program



Administrator for review and approval a list of proposed Resellers, including full corporate names and addresses. Participant shall be responsible for any failure by its Resellers to comply with the terms of this Agreement.

5. PARTICIPANT REPRESENTATIONS AND WARRANTIES

Participant hereby represents and warrants to Program Administrator, as of the date hereof and as of the date of each executed Loan Agreement, that:

- 5.1. Corporate Matters. (a) It is duly organized, validly existing and in good standing under the laws of the state of its formation or incorporation, and has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (i) its organizational documents; (ii) any agreement or other obligation by which it is bound; or (iii) any Applicable Law; (c)(i) all actions required to be taken by Participant to make this Agreement effective have been duly and validly taken; (ii) this Agreement has been duly and validly authorized, executed and delivered; and (iii) this Agreement constitutes a legal, valid and binding obligation of Participant, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws; and (d) it has the financial capability to carry out and satisfy all of its obligations under this Agreement.
- 5.2. Concert Finance Matters. With respect to each Loan Agreement, the related Loan Application, and the related Purchase Agreement, (a) each of Participant and any applicable Participant Agent(s) (i) is in compliance with the Program Documents, the Purchase Agreement and all Applicable Laws governing the same, (ii) possesses all registrations, licenses, permits or authorizations and all bonds and insurance required by any Governmental Authority to carry out its business and to perform its obligations under this Agreement and the applicable Purchase Agreement, (iii) is fully experienced and properly qualified and equipped to perform its obligations under this Agreement and the applicable Purchase Agreement, (b) to Participant's and its applicable Participant Agent's best knowledge, such Customer satisfies the Qualification Requirements, (c) the applicable Customer has no claim or defense to payment of any amount based upon materials or workmanship or any act or omission of Participant or any Participant Agent, (d) there are no present or future rights related to the transaction that could give rise to a mechanic's, materialman's or laborer's lien, except to the extent those rights are in favor of Participant, in which event Participant agrees not to assert those rights to the detriment of any Financing Provider, and (e) Participant has not taken any adverse action against a Customer because such Customer is a member of a protected class, as defined by Applicable Law, or because such Customer has chosen to use credit to finance the purchase of an Eligible Product, nor has Participant engaged in any practice that has or could have an impermissible negative or disparate impact on members of any protected class, including steering Customers to more expensive or less favorable financing options because of the Customers' membership in a protected class.

6. RECORDS; AUDIT RIGHTS

- 6.1. Maintenance of and Access to Records. Participant shall retain accurate and complete written or electronic records relating to its Eligible Product transactions with Customers, including a copy of all Purchase Agreements and Marketing Materials provided to the Customers, and a description of products purchased and/or services completed in connection with an Eligible Product. Upon reasonable request, Participant shall provide Program Administrator or any Financing Provider with access to all such records and information for the purpose of determining whether Participant and Participant Agents have complied with this Agreement, to resolve a Customer dispute or respond to an investigation, demand, inquiry or action.
- 6.2. Audits. Participant will permit Program Administrator to conduct such audits, inspections and examinations (collectively, "**Audits**"), from time to time as are reasonably necessary for Program Administrator, on behalf of the Financing Providers, to ensure compliance with the Program Documents and Applicable Laws, which Audits include the right of Program Administrator to directly or indirectly Audit any Eligible Product or corresponding Customer data and documentation. Unless otherwise warranted by specific information received by Program Administrator, Audits shall occur at reasonable intervals during regular business hours and will be subject to as much advance notice as is practicable. Audits may include a review of Customer communications and documents, complaints activity,



internal audits, summaries of test results or other equivalent evaluations. Participant authorizes Program Administrator to obtain business credit reports and engage in credit checks from time to time. Subject to reasonable notice by Program Administrator, Participant shall respond to additional information requests and to interviews with Program Administrator, Financing Providers, and their respective Representatives.

- 6.3. Financial Statements. Participant will provide Program Administrator such financial statements requested by Program Administrator to evaluate and audit the financial condition, operations, or performance of Participant, including, but not limited to, (a) Participant's books and records, (b) federal and state tax returns, and (c) balance sheets and income statements for any annual or quarterly period. Participant covenants that all financial statements delivered to Program Administrator in accordance with the foregoing shall be true and correct.

7. INTELLECTUAL PROPERTY

- 7.1. Intellectual Property Rights. As among the Parties, Program Administrator retains and reserves all rights, title and interest in and to all inventions, works of authorship, patents, copyrights, trade secrets, trademarks, service marks, trade names, know-how, ideas, techniques, concepts, algorithms, data, formats, code, platforms, functionality, interfaces, documents, technology and other intellectual property (collectively, "**Intellectual Property**") related to the Concert Portal and Concert Finance. No rights are granted to Participant hereunder other than as expressly set forth herein.
- 7.2. Concert Portal Usage. During the term of this Agreement, Program Administrator will allow Participant to access the Concert Portal for the exclusive purposes of (a) facilitating the logging and tracking of Customer Information in accordance with the terms and conditions of this Agreement, (b) executing actions strictly necessary for Customers to apply for, process and execute Loan Agreements, (c) sending or receiving notifications or other information related to the Loans to or from Customers and (d) uploading or downloading documentation required under this Agreement (all of the aforementioned, "**Permitted Portal Usage**"), in each case in accordance with the Program Documents. Participant shall (i) send Program Administrator a written list of individual Participant Agents requiring access to the Concert Portal ("**Participant Authorized Users**"), including name, title, sales territory and any other information that Program Administrator deems necessary prior to providing such Participant Agents with access to the Concert Portal and (ii) regularly update such list. Program Administrator grants to Participant and Participant Authorized Users solely during the term of this Agreement a limited, non-exclusive license to use the Concert Portal exclusively for the Permitted Portal Usage. Participant will use strict procedures to ensure that Participant Authorized Users do not share login credentials or passwords and use the Concert Portal in compliance with Permitted Portal Usage. Without limiting the generality of the foregoing, Participant will not directly, or indirectly through any Affiliate, agent or other Third Party: (a) sell, lease, license or sublicense the Concert Portal to any Third Party; (b) decompile, disassemble or reverse engineer the Concert Portal, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Concert Portal or any Confidential Information of Program Administrator; (d) use the Concert Portal to provide lending services to third parties, or otherwise use the Concert Portal on a "service bureau" basis; or (e) provide, disclose, divulge or make available to, or permit use of the Concert Portal by, any Third Party. Participant shall only use all data resulting from the use of the Concert Portal and all other Program materials solely to perform its obligations under this Agreement.
- 7.3. Limited Scope Trademark License. Subject to each Party's compliance with the terms and conditions of this Agreement, Participant and Program Administrator each grant to each other a non-exclusive, non-transferable, non-sublicensable right and license during the term of this Agreement to display the grantor's trademarks, servicemarks, trade names and trade dress (collectively for either Party, the "**Marks**") in connection with Concert Finance. All uses of the Marks shall inure solely to the benefit of the grantor. Neither Party shall acquire any right, title or interest in the other Party's Marks or any goodwill associated therewith. All rights and title in the Marks are and shall be exclusively owned by the grantor, and any rights not expressly granted therein and thereto are reserved to the grantor. Approval of use of the Marks of either Party shall follow the approval process for Marketing Materials set forth in Section 3.1. The Parties shall not directly or indirectly contest the validity of the Marks of the other Party or the right and title of grantor therein and thereto anywhere in the world.

8. TERM AND TERMINATION



- 8.1. Term. The term of this Agreement commences as of the Effective Date and terminates upon written notice of termination by any Party as set forth in this Section 8.
- 8.2. Termination; Effect of Termination. Any Party may terminate this Agreement at any time by providing written notice to the other Parties. Following the termination of this Agreement pursuant to this Section 8.2, Participant's authorization to promote Concert Finance under Section 1.2 and other relevant portions of this Agreement shall immediately terminate, and the Parties shall mutually cooperate to engage in orderly resolution of obligations to Customers under the terms and conditions of any Loan Agreement outstanding upon such termination.
- 8.3. Suspension of Agreement. Program Administrator may at any time suspend Participant's authorization under Section 1.2, including submissions and/or approvals of Loan Applications and execution of Loan Agreements, in its sole discretion, effective upon Program Administrator's delivery of written notice to Participant.

9. INDEMNIFICATION

- 9.1. Indemnification by Participant. Participant shall fully indemnify and hold harmless Program Administrator, the Financing Providers and their respective Representatives from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages and related fees and expenses (including attorneys' fees) of any kind whatsoever incurred or reasonably expected to be incurred (collectively, "**Losses**") by Program Administrator, a Financing Provider or their respective Representatives that are caused by or result from (a) gross negligence, bad faith or willful misconduct of Participant or any of its Representatives in connection with Concert Finance, (b) a breach by Participant of its obligations, covenants, representations or warranties contained herein, (c) the failure of Participant or its Representatives to perform their respective obligations or duties owed to a Customer pursuant to any agreement, warranty, guaranty, Applicable Law or otherwise, or (d) infringement or misappropriation by Participant or its Representatives of any Intellectual Property of Program Administrator, a Financing Provider or their respective Representatives or of any Third Party in connection with this Agreement; provided, however, that none of Program Administrator, the Financing Providers or their respective Representatives shall be entitled to indemnification for any Losses hereunder to the extent resulting from such party's own gross negligence, bad faith or willful misconduct.
- 9.2. Indemnification by Program Administrator. Program Administrator shall fully indemnify and hold harmless Participant and its Representatives against any and all Losses incurred by Participant or its Representatives that are caused by or result from (a) the failure of Program Administrator or its Representatives to comply with Applicable Law, (b) breach of the confidentiality restrictions of this Agreement, or (c) infringement or misappropriation by Program Administrator of Intellectual Property of Participant or of any Third Party in connection with this Agreement; provided, however, that neither Participant nor its Representatives shall be entitled to indemnification for any Losses hereunder to the extent resulting from Participant's or such Representative's own gross negligence, bad faith or willful misconduct.
- 9.3. Indemnity Procedure.
- 9.3.1. If a Third Party initiates a claim, demand, dispute, lawsuit or arbitration ("**Third-Party Claim**") against a Party, the Financing Providers or their respective Representatives (the "**Indemnified Party**") with respect to any matter for which the Indemnified Party may make a claim for indemnification against another Party under this Section 9 (the "**Indemnifying Party**"), then, within thirty (30) calendar days after becoming aware of the existence of such Third-Party Claim, the Indemnified Party shall deliver a notice to the Indemnifying Party describing in reasonable detail, to the extent known and reasonably available: (i) the facts giving rise to the claim for indemnification; and (ii) the amount of such Third-Party Claim (to the extent known). The failure to provide such notice, however, shall not release the Indemnifying Party from any of its obligations under this Section 9 except to the extent that the Indemnifying Party is materially prejudiced by such failure.
- 9.3.2. Upon receipt of the notice described in Section 9.3.1, the Indemnifying Party shall be entitled to participate in and assume the defense of the Indemnified Party with respect to such claim, with counsel that is selected



by and at the expense of the Indemnifying Party and that is reasonably acceptable to the Indemnified Party, provided that: (i) a conflict of interest does not exist or arise between the Indemnifying Party and the Indemnified Party with respect to such Third-Party Claim; (ii) the Indemnifying Party notifies the Indemnified Party promptly in writing after receiving notice of a claim pursuant to Section 9.3.1 that the Indemnifying Party agrees to assume the defense of the Indemnified Party with respect to the Third-Party Claim and to indemnify the Indemnified Party from and against the entirety of any Losses the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or otherwise caused by the Third-Party Claim; (iii) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief; (iv) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the good-faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests or the reputation of the Indemnified Party; and (v) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently; provided, however, that if Program Administrator is the Indemnified Party, Program Administrator may, at its sole option, defend itself from such claim independently of Participant. If the Indemnifying Party does not confirm within twenty (20) calendar days from receipt of such notice that it will assume the defense of the Indemnified Party, or if the Indemnified Party elects to defend itself independently in accordance with this Section 9.3.2, then the Indemnifying Party shall reimburse the reasonable fees and expenses (including attorneys' fees) incurred by the Indemnified Party on a monthly basis for the Indemnified Party's defense by separate counsel selected by the Indemnified Party and reasonably acceptable to the Indemnifying Party; provided, however, that Indemnifying Party's failure to provide a reasonable objection to the Indemnified Party's choice of counsel within five (5) business days of notice thereof shall be deemed approval of such counsel. The Indemnifying Party shall control the settlement of all claims for which it has assumed the defense; provided, however, that the Indemnifying Party shall not conclude any settlement which requires any action or forbearance from action by an Indemnified Party without the prior approval of the Indemnified Party.

10. GOVERNING LAW; DISPUTE RESOLUTION

- 10.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Each Party hereby (a) submits to the exclusive jurisdiction of the California State and Federal courts sitting in San Francisco, California with respect to all actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to any such action or proceeding may be heard and determined in such courts, (c) waives the defense of an inconvenient forum, (iv) consents to service of process by mailing or delivering such service to it at its address set forth below and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 10.2. Arbitration. Any question, dispute, difference or claim arises out of or relates to this Agreement (a "**Dispute**") that is not resolved within the applicable notice or cure periods provided in this Agreement may be submitted to binding arbitration. The arbitration hearing(s) and all related proceedings shall be conducted in San Francisco County, California and shall be administered by either AAA or JAMS, at the option of the Party (including, for purposes of this provision, any Financing Provider) demanding submission to arbitration. All proceedings by arbitration shall be pursuant to the rules and procedures of the arbitration administrator selected. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Parties. The Parties agree that any arbitrated matter will be handled by a single arbitrator with significant commercial contract resolution experience to be selected mutually by the Parties, or, if the Parties are unable to mutually select an arbitrator, pursuant to Section R-12 of the AAA Commercial Arbitration Rules and Mediation Procedures or Rule 15 of the JAMS Comprehensive Arbitration Rules & Procedures, as applicable. The decision of the arbitrator shall be in writing, final, and binding on the Parties. Any award may be enforced by any Party, as applicable, in a court of competent jurisdiction. The award shall include interest from the date of any damages incurred, and from the date of the award until paid in full, at the rate of the lesser of (a) the rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus one percent (1%) and (b) the maximum rate allowed by Applicable Law. The Parties specifically agree that the Party prevailing in arbitration of any such Dispute shall be awarded its reasonable and documented out-of-pocket attorneys' fees, expert fees, expenses and costs, as incurred in connection with the Dispute, including all reasonable and documented out-of-pocket fees and costs incurred prior



to the written demand for arbitration, as arising from the Dispute. Nothing in this Agreement shall preclude any Party from seeking provisional or equitable remedies from a court of appropriate jurisdiction.

- 10.3. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PROGRAM ADMINISTRATOR, THE FINANCING PROVIDERS OR THEIR RESPECTIVE REPRESENTATIVES BE LIABLE TO PARTICIPANT OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR ANY OTHER SIMILAR DAMAGE OR LOSS.

11. CONFIDENTIALITY; INFORMATION SECURITY

11.1. Protection of Confidential Information.

11.1.1. Participant shall keep confidential and not disclose to any person (except to its Representatives who are engaged in the implementation and execution of Concert Finance) all Confidential Information that Participant receives from Program Administrator or from any other source relating to Concert Finance and matters that are subject to the terms of this Agreement and shall use, and cause to be used, such information solely for the purposes of the performance of Participant's obligations under this Agreement. Participant shall be liable for any breach by its Representatives of the confidentiality provisions of this Agreement. Without limiting the generality of the foregoing, any and all Customer Information disclosed by Program Administrator in connection with this Agreement will be held by Participant as Confidential Information and Participant will not gather, store, log, use or otherwise retain any Customer Information in any manner and will not disclose, distribute, sell, share, rent or otherwise transfer any Customer Information to any Third Party except as necessary to perform its obligations under this Agreement and the related Purchase Agreements and in accordance with Applicable Law.

11.1.2. Program Administrator will keep confidential and not disclose to any person (except to the Financing Providers and its and their Representatives who are engaged in the implementation and execution of Concert Finance) all Confidential Information that Program Administrator receives from Participant that is designated confidential by Participant. However, nothing in this Agreement shall limit Program Administrator's or the Financing Providers' rights to (a) share Confidential Information with third-party service providers, including but not limited to SaaS providers, franchisors, payment aggregators, distributors, and original equipment manufacturers in the ordinary course of business for the purposes of administering Concert Finance (including, for the avoidance of doubt, CED); or (b) share Confidential Information with any potential or actual investors, financing sources, or purchasers of any interest in any Loans, subject to customary confidentiality obligations.

- 11.2. Customer Information Privacy Policy.** Each Party shall adopt and maintain a comprehensive privacy policy with respect to its handling of Customer Information and such Party's privacy policy shall be available on such Party's website and shall at all times comply with Applicable Laws.

- 11.3. Information Security Policies and Procedures.** Each of Participant and Program Administrator agrees that it has developed, implemented and will maintain at all relevant times contemplated by this Agreement effective information security policies and procedures that include administrative, technical and physical safeguards designed to (a) ensure the security and confidentiality of Customer Information, (b) protect against anticipated threats or hazards to the security or integrity of Customer Information, (c) protect against unauthorized access or use of Customer Information, (d) ensure the proper disposal of Customer Information, and (e) honor requests to delete or not share such information if required to do so by Applicable Law. All personnel handling Customer Information shall be appropriately trained in the implementation of such information security policies and procedures. Each Party shall regularly audit and review its information security policies and procedures and systems to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances including changes in technology, customer information systems or threats or hazards to Customer Information.



- 11.4. Security Incidents.** In the event that any Party learns or has reason to believe that (a) Customer Information has been disclosed or accessed by an unauthorized party, (b) such Party's facilities associated with any Customer Information has been accessed by an unauthorized party, or (c) such Customer Information has been lost or misplaced, such Party shall, as soon as reasonably practicable, (i) provide notice of the security incident to the appropriate law enforcement or state agencies and government regulatory authorities in conformity with the notification requirements found in applicable Privacy Laws, and (ii) provide written notice thereof to the other Parties and shall specify the corrective action that was or will be taken unless a Governmental Authority instructs such Party to refrain from doing so. Each Party shall cooperate with the other Parties, and shall pay all related expenses, to provide any notices regarding such unauthorized access to affected applicants and Customers, as the other Parties (in the case of Program Administrator, at the direction and control of the Financing Providers), in its sole discretion, deems appropriate.
- 11.5. Audits of Information Security Policies and Procedures.** Upon not less than ten (10) business days' prior notice, Participant will permit Program Administrator (in its own discretion or at the direction and control of the Financing Providers) to review and audit Participant's information security policies, procedures and systems during regular business hours to verify their adequacy for protection of Customer Information.

12. MISCELLANEOUS

- 12.1. Assignment.** Participant shall not assign this Agreement without the prior written consent of Program Administrator, except to a successor in interest who purchases all or substantially all of the assets of Participant or in connection with any merger of Participant with another Person, whether or not Participant is the surviving entity from such merger, or any other change in control of Participant; provided, that (a) any such surviving entity assumes all obligations of Participant under this Agreement, and (b) Participant provides prior written notice of such assignment to Program Administrator. Nothing in this Section 12.1 shall limit a Financing Provider's right to assign, in whole or in part, a Loan or related documentation. Subject to the foregoing, this Agreement shall be binding on the Parties and on their respective successors, heirs and permitted assigns.
- 12.2. Notices.** Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given by the sender and received by the addressee (a) if personally delivered, on the date of such delivery; (b) if mailed by certified or registered air mail, post prepaid, with a return receipt requested, three (3) calendar days after deposit in the mail; (c) if sent electronically by email, on the date of such delivery; or (d) with respect to any written notice required to be given by Program Administrator to Participant, if posted to the Concert Portal or to Program Administrator's website in accordance with Section 1.4, on the date of such posting. Except as set forth in clause (d) of the preceding sentence, all notices to Participant shall be sent to the address in the Participant Application or such other address as Participant may advise the other Parties in writing. All notices to Program Administrator shall be sent to the address set forth below or to such other address as Program Administrator may advise the other Parties in writing.

Solar Mosaic LLC
601 12th Street, Suite 325
Oakland, CA 94607
Attention: Legal Department
E-mail: legalnotices@joinmosaic.com

All notices to CED shall be sent to the address set forth below or to such other address as CED may advise the other Parties in writing.

CED Greentech
9190 Activity Road
San Diego, CA 92126
Attn:

- 12.3. Consent to Electronic Communications.** Participant authorizes Program Administrator to communicate with Participant Agents by email and text messaging for support and marketing purposes. Standard carrier rates will apply



for all text message communications. If Participant Agents no longer wish to receive emails and text messages for marketing purposes, Participant Agents may opt out by following the opt-out instructions for text messages provided in such text messages, or by unsubscribing to email messages using the appropriate link in the email message.

- 12.4. Third-Party Beneficiaries. Participant acknowledges that Program Administrator has and will enter into agreements with Financing Providers to provide financing under Concert Finance and that such Financing Providers will originate, finance and/or own, as applicable, the Loans contemplated hereunder. Each Financing Provider shall be a third-party beneficiary of Participant's rights hereunder and shall have the benefit of such rights and the right to enforce (but not to the exclusion of Program Administrator for its own account) such rights with respect to any Loan owned and/or financed by such Financing Provider. Except as expressly provided herein, this Agreement shall not create any rights on the part of any Person not a party hereto, whether as a third-party beneficiary or otherwise.
- 12.5. Survival. Sections 2.4, 2.6, 3.1.1, 6, 7 and 9-12 shall survive termination of this Agreement for any reason.
- 12.6. Headings. The headings in this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 12.7. No Agency. The Parties are independent contractors under this Agreement. No Party is an agent, representative or partner of any other Party, and no Party nor its Representatives shall represent that it is an agent, representative, partner or employee of any other Party. No Party shall have any right, power or authority to enter into any agreement of any kind for or on behalf of, incur any obligation or liability of, or otherwise bind, any other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, agency, partnership, franchise, sales representative or employment relationship between the Parties or to impose any partnership obligation or liability upon any Party. Each Party shall bear its own costs and expenses in performing this Agreement.
- 12.8. Complete Agreement; Conflicts. This Agreement, together with any other applicable Program Document (in each case, as may be modified from time to time in accordance with Section 1.4), constitutes the complete and entire agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Any agreement previously entered into between or among the Parties is hereby terminated and shall have no further force and effect, and any Loan Applications submitted, Loans originated or other matters arising under or in connection with any such prior agreement shall be governed by the terms of this Agreement. Any agreement subsequently entered into between or among the Parties will supersede the Program Documents only if such agreement specifically states therein that it supersedes this Agreements and is signed by all Parties. In the event of a conflict between the terms of any Program Documents, the following order of priority shall apply: (a) the terms of the applicable Concert Finance Supplement, if any; (b) the terms of the applicable Concert Finance Addendum; (c) the terms of this Agreement; and (d) the terms of any other Program Document.
- 12.9. Electronic Signatures. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the California Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, and the Parties hereby waive any objection to the contrary.
- 12.10. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.



- 12.11.** Ambiguities; Consultation with Counsel. The Parties waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document. The Parties agree that the language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party as the drafter. The Parties have each consulted with, or had the opportunity to consult with, counsel regarding this Agreement.



EXHIBIT A

RULES OF CONSTRUCTION; DEFINITIONS

1. **Rules of Construction.** As used in this Agreement: (a) unless the context requires otherwise, all references to singular nouns shall apply equally to the plural form and any pronoun shall include the corresponding masculine, feminine and neuter forms; (b) (i) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and (ii) the word “or” is not exclusive; (c) any definition of or reference to any agreement, instrument, other document, law, or regulation herein shall be construed as referring to such agreement, instrument, other document, law, or regulation as from time to time amended, supplemented or otherwise modified; (d) any reference herein to any Person shall be construed to include such Person’s successors and assigns; and (e) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement.

2. As used in this Agreement, the following capitalized terms have the following meanings:

“**Affiliate**” means, for a specified Person, any Person directly or indirectly controlling, controlled by or under common control with such specified Person. For this definition, “control” with respect to any specified Person means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through ownership of at least fifty percent (50%) of the voting securities, by contract, or otherwise.

“**Agreement**” has the meaning set forth in the introductory paragraph.

“**Applicable Laws**” means any applicable statute, law, ordinance, rule, code, regulation, judgment, order, or award of any Governmental Authority, including any term, condition or requirement of any permit, license, certificate, approval, bond, qualification or similar requirement from a Governmental Authority, including the Privacy Laws.

“**Audits**” is defined in Section 6.2.

“**Background Technology**” means all firmware, source code, object code, applications, algorithms, operation instructions, interfaces, documentation, program images and text viewable on the internet, any HTML or XML code relating thereto, and any similar or related technology.

“**Concert Finance**” means the loan origination and servicing platform owned and operated by Program Administrator and marketed and supported by CED.

“**Concert Portal**” means (a) the web application and application programming interface that Program Administrator, on behalf of the Financing Providers, provides to Participant, as modified from time to time, to enable Participant to conduct the activities included under Permitted Portal Usage, and (b) the web or mobile site or smartphone or tablet widget or application, as modified from time to time, that Program Administrator, on behalf of the Financing Providers, makes available to each Customer to enable such Customer to submit a Loan Application and conduct and monitor activities in connection with his or her Loan including, in each case, the Loan Application, documentation, business logic, administrative tools, user interface and any related Background Technology.

“**Confidential Information**” means records, technology, software, trade secrets, and financial and business information, or data related to a Party’s products (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales, costs, profits, pricing methods, organization, employee or customer lists, marketing techniques and materials, development or marketing timetables, strategies and development plans, and process), trade secrets, and any information obtained through access to any information assets or information systems, whether oral or written or communicated via electronic media, disclosed or made available by a disclosing Party or its Representatives to another Party or its Representatives. Confidential Information shall not include information that (a) is generally available to the public, (b) was known to the receiving Party prior to obtaining the same from the disclosing Party under no confidentiality obligation; (c) has become publicly known not due to the fault of the receiving Party subsequent to the receiving Party acquiring the information; or (d) is obtained by the receiving Party from a



Third Party who is under no confidentiality obligation to the disclosing Party.

“Customer” means a customer of Participant that is considering engaging or has engaged Participant to sell, install or otherwise provide an Eligible Product.

“Customer Dispute Amounts” is defined in Section 2.7.1.

“Customer Information” means (a) any information that identifies or can be used to identify an individual either alone or in combination with other readily available data; (b) any other sensitive or personally identifiable information or records in any form (oral, written, graphic, electronic, machine-readable, or otherwise) relating to a Customer, including the name, home address, email address, date of birth, social security number and biometric information of a Customer; and (c) any other data of or regarding a Customer, the use, access or protection of which is regulated under Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et. seq.* and implementing regulations, Interagency Guidelines Establishing Standards For Safeguarding Customer Information and codified at 12 C.F.R. Parts 30, 208, 211, 225, 263, 308, 364, 568, and 570, and 16 C.F.R. Part 314, and other applicable federal, state and local laws, rules, regulations, and orders relating to the privacy and security of personal information of consumers including the California Consumer Privacy Act.

“Dispute” is defined in Section 10.2.

“Eligible Product” means the goods, services (including design, delivery, engineering, permitting, installation, maintenance, building, and monitoring) and/or merchandise that a Customer may purchase from Participant (or a Reseller acting on behalf of Participant) with a Loan made by a Financing Provider in connection with Concert Finance.

“Financing Provider” means each of the banks, credit unions and non-bank financial institutions, including Program Administrator and its Affiliates, that finance, originate and/or purchase Loans individually in Concert Finance and/or jointly market and offer Concert Finance to consumers to finance the purchase of Eligible Products.

“Governmental Authority” means any court, tribunal, arbitrator, agency, legislative body, commission, official or other instrumentality of any government of any country, or a federal, state, province, county, city or other political subdivision thereof.

“Indemnified Party” is defined in Section 9.3.1.

“Indemnifying Party” is defined in Section 9.3.1.

“Integration Addendum” means the addendum to this Agreement describing certain additional agreements, obligations, and terms applicable to the development, operation and maintenance of any Integrated Solution by Participant for use in conjunction with Concert Finance, as available on Program Administrator’s website, www.joinmosaic.com.

“Intellectual Property” is defined in Section 7.1.

“Loan” means either a secured or unsecured closed-end loan extended by a Financing Provider to a Customer under the related Loan Agreement to purchase an Eligible Product through Concert Finance.

“Loan Addendum” means the Concert Finance Loan Addendum, attached hereto and as updated from time to time on Program Administrator’s website, www.joinmosaic.com.

“Loan Agreement” means the agreement entered into between a Financing Provider and a Customer to extend a Loan to such Customer for the purchase of an Eligible Product.

“Loan Application” means an application for a Loan available via the Concert Portal and approved by the applicable Financing Provider.

“Losses” is defined in Section 9.1.



“**Marketing Materials**” is defined in Section 3.1.1.

“**Marketing Requirements**” is defined in Section 3.1.

“**Marks**” is defined in Section 7.3.

“**Participant**” has the meaning set forth in the preamble.

“**Participant Agents**” is defined in Section 3.1.2.

“**Participant Application**” means the application and/or other information submitted by Participant to CED to participate in Concert Finance.

“**Participant Authorized Users**” is defined in Section 7.2.

“**Party**” means each of Program Administrator, CED and Participant individually, and collectively, Program Administrator, CED and Participant are the “**Parties**.”

“**Permitted Portal Usage**” is defined in Section 7.2.

“**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

“**Privacy Laws**” means all applicable privacy and data security laws in all relevant jurisdictions and the regulations promulgated thereunder, including the following, in each case, as amended or supplemented: Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et. seq*/Regulation P; Fair Credit Reporting Act/Regulation V; California Financial Information Privacy Act; California Consumer Privacy Act and related regulations; Federal Trade Commission Act; the Telephone Consumer Protection Act; the CAN-SPAM Act of 2003; state data breach and data security Laws (including the New York State Department of Financial Services Cybersecurity Requirements for Financial Services Companies, 23 NYCRR 500); international data protection and security laws, including Directive 95/46/EC of the European Parliament and of the Council and, when effective, the General Data Protection Regulation; and analogous local, state, federal, and international laws relating to the processing, privacy, usage, protection and security of Customer Information.

“**Program Administrator**” has the meaning set forth in the preamble.

“**Program Documents**” means this Agreement, the Loan Addendum, the Solar Loan Supplement, the Integration Addendum, and any other policies, procedures, or instructions communicated by Program Administrator to Participant in accordance with Section 1.4.

“**Prudent Industry Practices**” means those standards of care and diligence normally practiced by equipment manufacturers, distributors, engineers, contractors, and installers, as applicable, in providing goods and/or performing services of a similar nature in the geographic region in which the Eligible Product will be provided and/or performed, and in accordance with good engineering, building and design practices, Applicable Laws (including local codes and standards), any requirements of the Utility, if applicable, and other applicable industry standards.

“**Purchase Agreement**” has the meaning set forth in the Loan Addendum.

“**Qualification Requirements**” means (a) the following requirements: the applicable Customer must (i) own the residence for which the Loan proceeds will be used and such residence must be in the Territory, (ii) have a valid social security number, and (iii) have a valid existing email address or have personally created a valid email address; and (b) with respect to a Loan, the proceeds of which will be used to finance a Solar Energy System, the requirements set forth in clause (a) above and the Solar Energy Qualification Requirements (as defined in the Solar Loan Supplement).

“**Representatives**” means any Affiliates, shareholders, members, managers, directors, officers, employees, agents or representatives of a Person, including Participant Agents, Subcontractors, attorneys, accountants, consultants and financial advisors.



“Reseller” means a Subcontractor that performs marketing and sales services in connection with selling Eligible Products and has a contractual agreement with Participant to perform such activities.

“Solar Energy Systems” means (i) any residential solar power generation systems, including solar panels or modules, inverters, electricity storage, charging and monitoring equipment (including batteries and automobile charging equipment; provided, that any batteries must be properly wired and installed for charging by the Solar Energy System and not charging by the applicable utility grid), prepaid operations and maintenance agreements and related landscaping, roofing or re-roofing, wiring, electrical system upgrades and any other additional equipment or services related to the installation thereof; and/or (ii) any electricity storage unit on a standalone basis, including wiring, electrical system upgrades and any additional equipment or services related to the installation thereof.

“Solar Loan Supplement” means the Concert Finance Solar Energy Systems Supplement, attached hereto and as updated from time to time on Program Administrator’s website, www.joinmosaic.com.

“Subcontractor” means any Third Party directly or indirectly engaged by Participant in connection with the performance or provision of any Eligible Product or the fulfillment, in whole or in part, of any obligation of Participant under Concert Finance or a Purchase Agreement.

“Territory” means the states where Participant is authorized to promote Concert Finance on behalf of the Financing Providers, as identified by Program Administrator in its sole discretion from time to time.

“Third Party” means any Person who is not a Party.

“Third-Party Claim” is defined in [Section 9.3.1](#).

“Training Program” is defined in [Section 4.1](#).

“Utility” has the meaning set forth in the Solar Loan Supplement.



**CONCERT FINANCE
LOAN ADDENDUM**

Last updated March 23, 2023

This Concert Finance Loan Addendum (this “**Loan Addendum**”) supplements and is incorporated by reference into the Concert Finance Participation Agreement (the “**Participation Agreement**”) among Solar Mosaic LLC, a Delaware limited liability company, as administrator of Concert Finance (“**Program Administrator**”), Consolidated Electrical Distributors, Inc. (“**CED**”), and the Person named as Participant in the Participant Application (“**Participant**”). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Participation Agreement.

1. APPLICABILITY. This Loan Addendum applies to the promotion and funding of any Loan under Concert Finance. Participant agrees to comply with the terms and conditions of this Loan Addendum, as well as the other Program Documents, whenever promoting Concert Finance to Customers interested in Eligible Products financed by a Loan. In the event of a conflict between the terms of this Loan Addendum and other 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 Loan Addendum in its sole discretion as set forth in Section 1.4 of the Participation Agreement.

2. FEES AND PAYMENTS

2.1. Funding Schedule; Seller’s Points.

- 2.1.1. Program Administrator, on behalf of the applicable Financing Provider, will define funding stages for each Eligible Product (each, a “**Funding Stage**”). Upon completion of the applicable Funding Stage (“**Stage Completion**”), Program Administrator may direct Participant and/or the Customer to provide confirmation and/or evidence of such Stage Completion, in each case in such form and substance as required by Program Administrator or the applicable Financing Provider, and Participant shall deliver or cause the related Customer to deliver such confirmation and/or evidence promptly upon Program Administrator’s request. In addition to any such requirements for confirmation and/or evidence of Stage Completion, Participant represents and warrants the following to Program Administrator upon each request for funding under a Loan: (a) that Participant has completed all work and received any required permits related to the applicable Funding Stage; (b) that Participant has satisfied all obligations to the Customer required to be satisfied in connection with such Funding Stage under the Purchase Agreement; and (c) that all of the representations and warranties in the Participation Agreement are true and correct.
- 2.1.2. Program Administrator may require Participant to pay a fee equal to a percentage of the Loan Amount for each Loan (“**Seller’s Points**”). The Seller’s Points are “seller’s points” for purposes of the Truth in Lending Act and Regulation Z promulgated thereunder. Participant agrees to accept the Loan Amount, minus the applicable Seller’s Points and any outstanding amounts owed by Participant to Program Administrator or any Financing Provider under the Program Documents (the “**Net Loan Amount**”) in full satisfaction of the amount owed by the applicable Customer for an Eligible Product under the Purchase Agreement. Seller’s Points will be determined at the time the Loan Application is submitted; provided, that Program Administrator may, in its sole discretion, increase Seller’s Points if (a) NTP has not been issued within thirty (30) days of credit approval, or (b) Participant has failed to achieve Stage Completion for an Eligible Product within the timeframe set forth in the Solar Energy Systems Supplement. Subject to Section 4, Program Administrator, on behalf of the applicable Financing Provider, will pay Participant the Net Loan Amount in installments within ten (10) business days following the achievement of certain Funding Stages as notified by Program Administrator to Participant (the “**Funding Schedule**”). Program Administrator reserves the right, in its sole discretion, to change Seller’s Points, the Funding Schedule and any other payment terms upon written notice to Participant in accordance with Section 1.4 of the Participation Agreement.
- 2.1.3. Program Administrator may, in its sole discretion, disburse all or a portion of the Net Loan Amount to Participant prior to expiration of the applicable Customer’s statutory right to cancel the Loan Agreement if the Customer wishes to waive such statutory right due to emergency circumstances. In such an



event, Participant must obtain from the Customer a waiver in the Customer's own handwriting that (a) details the nature of the emergency, (b) states that the Customer is waiving his or her right to cancel the Purchase Agreement and the Loan Agreement with the applicable Financing Provider within the statutory period, (c) is signed and dated by the Customer, and (d) is otherwise in the form required by Applicable Law (a "**Cancellation Waiver**"). Participant will promptly provide a copy of any Cancellation Waiver within three (3) business days of Program Administrator's request therefor. In the event that Participant fails to provide a copy of the Cancellation Waiver within such timeframe, or the Cancellation Waiver is not in the form required by this Section 2.1.3, then Program Administrator reserves the right to cancel the applicable Loan Agreement and exercise the remedies set forth in Section 2.7 of the Participation Agreement. Copies of all Cancellation Waivers shall be retained by Participant for three (3) years.

2.2. Payment Method.

2.2.1. All payments referenced in the Program Documents shall be made electronically via wire transfer, ACH (Automated Clearing House) payment or similar means. Participant authorizes Program Administrator, on behalf of the applicable Financing Provider, to initiate credit entries for amounts that may be due Participant under the Program Documents. Participant authorizes Program Administrator to initiate debit entries for (a) any credit entries in error; or (b) the amount which Participant owes Program Administrator or any Financing Provider under the Program Documents, including Seller's Points, which is more than the amount owed to Participant. Such credit and debit entries will be to the bank account identified by Participant. The authorizations set forth in this Section 2.2.1 will remain in effect until the date on which no Loans remain outstanding. Program Administrator agrees to comply with written notifications from Participant that alter Participant's bank account information (i.e. name and address of the bank or financial institution, transit/routing number or account number), provided, that Program Administrator receives at least five (5) business days notice of such changes. Any payment disputes shall be resolved pursuant to Section 10 of the Participation Agreement.

2.2.2. Any disbursements due to Participant under the Participation Agreement will be made by Program Administrator to Participant or to an equipment manufacturer, distributor or other designee specified by Participant (a "**Payment Designee**") and will be sent to the bank account of record for Participant or its Payment Designee at the time the disbursement is made. Any disbursement by Program Administrator on behalf of Participant to CED or another Payment Designee shall constitute a payment by Program Administrator to Participant for amounts owed by Program Administrator to Participant pursuant to the Program Documents. To the extent a disbursement made on behalf of Participant to CED or another Payment Designee is less than the total purchase price of the related Eligible Products owed by Participant to such Payment Designee, Participant shall be solely responsible for the payment to CED or any other Payment Designee of any such deficiency.

3. Additional Representations, Warranties and Covenants of Participant.

3.1. Prohibition on Customer Fees. Participant covenants and agrees that it shall not require, through a price increase, additional fee, surcharge, or otherwise, any Customer to pay any fees in connection with obtaining a Loan through the Financing Program (including Seller's Points, administrative fees or any other fees imposed by Financing Providers or Program Administrator on Participant under the Participation Agreement), provided, that Participant may treat such fees as overhead to be distributed across Customers regardless of whether such Customer uses a Loan to finance the purchase of an Eligible Product; (b) Participant shall not knowingly encourage, assist or permit any Customer to (i) use Loan proceeds for any purpose other than to purchase an Eligible Product, or (ii) receive cash or other payments from Participant or any other party in connection with the Loan (except any applicable rebates from the manufacturer of the related Eligible Product or local utility, as applicable); and (c) Participant shall not, directly or indirectly, make or agree to make any payment on a Loan on behalf of a Customer without the prior written approval of Program Administrator.

3.2. Bona Fide Sale. Participant hereby represents and warrants to Program Administrator, as of the date hereof and as of the date of each executed Loan Agreement, that to Participant's and its applicable Participant Agents' best knowledge, each Loan Agreement will arise out of a bona fide sale of Eligible Products by Participant and the express



consent of the applicable Customer and will not involve the use of the Loan for any purpose other than to finance the Eligible Products that are the subject of the Loan Agreement.

- 3.3. Extended Warranties; Service Plans. Participant agrees that it will not offer Extended Warranties or Service Agreements in conjunction with purchases of Eligible Products without the Program Administrator’s prior approval. If so approved, Participant agrees that (a) all such Extended Warranties and Service Agreements will comply with Applicable Law, (b) Participant will comply with all obligations under any such Extended Warranty or Service Agreement, whether underwritten by Participant, an Affiliate of Participant or a Third Party, and (c) in the event a manufacturer or Third Party breaches a Standard Warranty, Participant will cure, or cause to be cured, such breach within thirty (30) calendar days’ notice thereof.
- 3.4. Eligible Product Data. To the extent applicable, Participant shall provide to Program Administrator the information outlined in the table below for each Purchase Agreement (“**Eligible Product Data**”) within ten (10) business days of Program Administrator’s request therefor. Participant will use commercially reasonable efforts to ensure that the Eligible Product Data is provided in easily readable and text searchable format.

Activity	Documentation
Site Audit	Audit Form
Repair History	Within 30 calendar days of performing a repair on each Eligible Product
Warranty Claims History	Within 30 calendar days of processing a warranty claim for each Eligible Product
Purchase/Procurement	Purchase order for each Eligible Product, including bill of materials (make, model, source, serial number or manufacturing lot, warranties)
Evidence of Stage Completion	Photos of Eligible Product upon completion of the applicable Funding Stage; confirmation of delivery of Eligible Product
Customer Feedback	Any feedback on an Eligible Product from a Customer

4. **ADDITIONAL DEFINITIONS**

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

“**Cancellation Waiver**” is defined in Section 2.1.3.

“**Contract Price**” means the price of an Eligible Product pursuant to a Purchase Agreement.

“**Eligible Product Data**” is defined in Section 3.4.

“**Extended Warranty**” means any agreement, written or oral, by Participant or a Third Party to provide to the Customer a production and/or workmanship warranty of the Eligible Product that is above and beyond the Standard Warranty.

“**Funding Schedule**” is defined in Section 2.1.2.

“**Funding Stage**” is defined in Section 2.1.1.



“Loan Addendum” has the meaning set forth in the preamble.

“Loan Amount” means the amount of credit extended by a Financing Provider to a Customer under a Loan Agreement, which is equal to the Contract Price minus any credits or payments made by Customer in advance of the Loan, and after making adjustments for change orders or amendments agreed to by the Customer and Participant in writing.

“Net Loan Amount” is defined in Section 2.1.2.

“NTP” means the notice provided by Program Administrator to Participant that all conditions to the effectiveness of the Loan Agreement have been satisfied and Participant may proceed with the delivery and/or installation of the Eligible Product(s).

“Payment Designee” is defined in Section 2.2.2.

“Purchase Agreement” means the agreement, purchase order, invoice or similar document evidencing the purchase by Customer of an Eligible Product from Participant.

“Seller’s Points” is defined in Section 2.1.2.

“Service Agreement” means an agreement, written or oral, by Participant or a Third Party to provide services to the Customer beyond the Standard Warranty, including but not limited to Performance Guarantees (as defined in the Solar Loan Supplement), Extended Warranties, warranty services, and production guarantees.

“Stage Completion” is defined in Section 2.1.1.

“Standard Warranty” means, with respect to an Eligible Product, the standard manufacturer’s warranty and/or state-mandated minimum workmanship warranties provided to all purchasers of such Eligible Product.



**CONCERT FINANCE
SOLAR ENERGY SYSTEMS SUPPLEMENT**

Last updated March 23, 2023

This Concert Finance Solar Energy Systems Supplement (this “**Solar Loan Supplement**”) supplements and is incorporated by reference into the Concert Finance Participation Agreement (the “**Participation Agreement**”) among Solar Mosaic LLC, a Delaware limited liability company, as administrator of Concert Finance (“**Program Administrator**”), Consolidated Electrical Distributors, Inc. (“**CED**”), and the Person named as Participant in the Participant Application (“**Participant**”). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Participation Agreement or Loan Addendum.

1. APPLICABILITY; ADDITIONAL TERMS AND CONDITIONS

- 1.1. Applicability.** This Solar Loan Supplement applies to the promotion and funding of Solar Energy Systems under Concert Finance. Participant agrees to comply with the terms and conditions of this Solar Loan Supplement, as well as the other Program Documents, whenever promoting Concert Finance to Customers interested in financing the acquisition of Solar Energy Systems and performing design, engineering, and/or installation related to Solar Energy Systems financed by a Loan. In the event of a conflict between the terms of this Solar Loan Supplement and other 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 Solar Loan Supplement in its sole discretion as set forth in Section 1.4 of the Participation Agreement.
- 1.2. Purchase Agreement.** Prior to commencing promotion of Concert Finance to Customers interested in financing the purchase of Solar Energy Systems, Participant will submit a copy of its Purchase Agreement to Program Administrator for approval. If Participant subsequently changes its Purchase Agreement, Participant will send a copy with highlighted modifications to Program Administrator prior to implementing such modifications.
- 1.3. Timely Completion of Solar Energy Systems.** If a Solar Energy System does not reach (a) NTP within 30 days of credit approval of the applicable Customer, (b) Installation Completion within 120 calendar days after NTP, or (c) Final Completion within 180 calendar days after NTP, Program Administrator may (i) increase the Seller’s Points applicable to the Loan financing such Solar Energy System, and/or (ii) step in to assume control over achieving Final Completion by retaining one or more contractors and/or suppliers of goods and services as necessary to complete and/or correct all or any portion of Participant’s work so as to achieve Final Completion. Upon the achievement of Final Completion, Program Administrator, on behalf of the applicable Financing Provider, shall return to Participant any amounts refunded, set off or debited pursuant to Section 2.7 of the Participation Agreement, less an amount equal to the sum of (a) the amount of any increased Seller’s Points pursuant to clause (i) above, and (b) any expenses incurred by Program Administrator or the applicable Financing Provider in connection with the delay in achieving Installation Completion or Final Completion, as applicable, including but not limited to Customer Dispute Amounts and amounts incurred in the exercise of step-in rights pursuant to the preceding sentence. The remedies set forth in this Section 1.3 are in addition to any remedies available to Program Administrator or the applicable Financing Provider under Section 2.7 of the Participation Agreement, all of which remedies are cumulative.
- 1.4. Spanish Language Program.** Participant may promote Concert Finance to Spanish-speaking Customers (“**SLP Participating Customers**”) using the Spanish language solely as it relates to Solar Energy Systems (the “**SLP**”) under the following terms and conditions: (a) all sales and marketing employees, staff, agents and representatives who promote the SLP (“**SLP Participant Agents**”) (i) shall be fluent Spanish speakers, (ii) shall have completed any additional Training Program requirements imposed by Program Administrator, and (iii) shall conduct any and all sales and marketing presentations and communications to SLP Participating Customers in Spanish; (b) all contracts, notices, and disclosures, including the Purchase Agreement and notices of cancellation rights, must be provided in Spanish; (c) the Purchase Agreement and all Marketing Materials and disclosures prepared in Spanish by Participant and provided to SLP Participating Customers shall be an accurate translation of every term and condition in the English version of such documents; (d) the SLP Participant Agents shall present each SLP Participating Customer with a copy of any fully completed contracts and confirmations in Spanish; (e) Participant shall provide Spanish-speaking customer support to speak with Customers in Spanish; and (f) all communications to



SLP Participating Customers must be made available in English and Spanish. Program Administrator reserves the right to suspend access to the SLP at any time in its sole discretion.

- 1.5. **Monitoring Data.** If Participant generally provides monitoring services for Solar Energy Systems to its customers, Participant will install monitoring equipment on each Solar Energy System financed by a Loan and ensure that Program Administrator, Participant, and Customers have access to and can monitor the solar electricity production, and other data collected by the monitoring equipment no less frequently than on a daily basis (“**Monitoring Data**”) via a web interface. Participant shall ensure that Customers provide consent for Participant (or the applicable Subcontractor) to share Monitoring Data with Program Administrator, through the related Purchase Agreement or otherwise. Participant will use its best efforts to assure that the Monitoring Data is available at all times including by requiring that each Customer provide a continuous internet connection and ensure that the monitoring equipment is functioning properly and transmitting Monitoring Data accurately and completely. Participant will respond to Program Administrator and Customers regarding any reports of problems with monitoring equipment or Monitoring Data within three (3) business days. Program Administrator will have access to the Monitoring Data for the greater of (a) the length of time the Loan associated with that Solar Energy System is outstanding or (b) the length of time the applicable Customer has agreed to provide Program Administrator with access to its production data and relevant platforms. Each Party shall have the right to use and share the Monitoring Data in any manner permitted by law.
- 1.6. **Eligible Product Data.** To the extent applicable, and in addition to any Eligible Product Data required to be provided under the Loan Addendum, Participant shall provide to Program Administrator the Eligible Product Data outlined in the table below for each Purchase Agreement for a Solar Energy System within ten (10) business days of Program Administrator’s request therefor. Participant will use commercially reasonable efforts to ensure that the Eligible Product Data is provided in easily readable and text searchable format.

Activity	Documentation
Sales proposal and assumptions	Customer proposal presentation
Avoided cost analysis	Last 12 months of energy bills
Shading analysis	Shading metrics document
Permitting	Preliminary permit
Equipment verification	Bill of materials / invoice
Interconnection	Application /signed interconnection agreement
Performance estimate and assumptions	PV watts, or equivalent, inputs/outputs
Final engineering design	Design permit package (site plan, one-line electrical drawings, structural drawings)
Finalized drawings	As-built drawings
Installation Completion	Photos of the installation
Commissioning	Commissioning checklist
Monitoring production data	Account information to access 15-minute interval data
Inspection	Final inspection card signed by AHJ
Utility authorization	Permission to Operate



- 1.7. Additional Covenants regarding Solar Energy Systems. Participant represents, warrants and covenants that (a) each Solar Energy System will be designed, engineered, constructed, installed and completed in accordance with Prudent Industry Practices, the requirements of the applicable Utility and Authority Having Jurisdiction, and using equipment satisfying the Approved Equipment Requirements, (b) the warranties provided by Participant in connection with such Solar Energy System shall not be less than the product and performance warranties offered by the applicable manufacturers, (c) without the prior written consent of Program Administrator, neither the Purchase Agreement nor any related Marketing Materials and Customer communications shall contain a Performance Guarantee with respect to Solar Energy System production, (d) the applicable Customer shall meet the Solar Energy Qualification Requirements, and (e) Participant shall not remove a Solar Energy System from a Customer's residence without the express written consent of Program Administrator.

2. **ADDITIONAL DEFINITIONS**

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

"Approved Equipment Requirements" means, with respect to any Solar Energy System, the requirements for modules and inverters provided to Participant by Program Administrator from time to time in accordance with Section 1.4 of the Participation Agreement.

"Authority Having Jurisdiction" or **"AHJ"** means the local building department authority which reviews building plans for meeting safety and building code requirements, provides building permits, and inspects finished installations to those requirements.

"Final Completion" means, with respect to a Solar Energy System, Participant has (a) completed the installation and commissioning of the Solar Energy System, (b) secured and provided evidence of the Final Permit, if any, (c) secured and provided evidence of Permission to Operate, and (d) energized the Solar Energy System; provided, that item (c) shall not be required for Final Completion of a standalone electricity storage unit if the applicable Utility and/or AHJ does not issue PTO for standalone electricity storage units. Where multiple Solar Energy Systems are being financed by a single Loan Agreement, Final Completion shall occur only when all Solar Energy Systems have satisfied the criteria under (a)-(d) above.

"Final Permit" means, with respect to a Solar Energy System, the permit card signed by the Authority Having Jurisdiction evidencing that the Solar Energy System has passed final inspection by the Authority Having Jurisdiction.

"Installation Completion" means, with respect to a Solar Energy System, Participant has (a) provided a copy of the related Purchase Agreement to Program Administrator, (b) confirmed that the related Customer has entered into a Utility Agreement, (c) secured a Preliminary Permit (if required by the applicable Authority Having Jurisdiction), (d) provided to Program Administrator evidence or confirmation that such Solar Energy System has been installed in form and substance satisfactory to Program Administrator in its sole discretion, and (e) satisfied all obligations under such Purchase Agreement other than achieving Final Completion. Where multiple Solar Energy Systems are being financed by a single Loan Agreement, Installation Completion shall occur only when all Solar Energy Systems have satisfied the criteria under (a)-(e) above.

"Performance Guarantee" means an agreement to compensate a Customer for underproduction if the Solar Energy System fails to generate a specified minimum amount of energy over a specified period.

"Permission to Operate" or **"PTO"** means (a) the permission to interconnect and operate granted by the interconnecting utility to a Customer when the Solar Energy System is ready to generate and transmit energy to such utility, at which time the Solar Energy System typically becomes operational, or (b) evidence or confirmation that such Solar Energy System securing the applicable Loan is complete and generating electricity, in form and substance satisfactory to Program Administrator in its sole discretion.

"Preliminary Permit" means, with respect to a Solar Energy System, the building permit approved and issued by the Authority Having Jurisdiction prior to commencing the installation of such Solar Energy System.

"SLP" is defined in Section 1.4.



“SLP Participant Agents” is defined in Section 1.4.

“SLP Participating Customers” is defined in Section 1.4.

“**Solar Energy Qualification Requirements**” means that the residence where the Solar Energy System is being installed (a) is a one-to-four family dwelling that is permanently affixed to the ground; (b) is not a business or commercial establishment, a mobile home which is not attached to a permanent foundation or a condominium or townhome for which the Customer does not own the roof on which the Solar Energy System is installed, (c) has a roof and electrical infrastructure that can accommodate at least a two (2) kW DC Solar Energy System, and (d) is eligible to receive a Preliminary Permit and Final Permit where required by the applicable AHJ.

“**Utility**” means the operator of the transmission or distribution system to which a Solar Energy System is being interconnected, or another utility providing standard net metering service to such Solar Energy System.

“**Utility Agreement**” means, with respect to a Solar Energy System, an agreement between a Customer and the related Utility allowing such Customer to deliver electric power to the local electric power grid.



CONCERT FINANCE INTEGRATION ADDENDUM

Last updated March 23, 2023

This Integration Addendum (this “**Integration Addendum**”) supplements and is incorporated by reference into the Concert Finance Participation Agreement (the “**Participation Agreement**”) among Solar Mosaic LLC, a Delaware limited liability company, as administrator of Concert Finance (the “**Program Administrator**”), Consolidated Electrical Distributors, Inc. (“**CED**”), and the Person named as Participant in the Participant Application (“**Participant**”). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Participation Agreement.

5. APPLICABILITY; ELIGIBLE PRODUCT LIMITATIONS

- 5.1. Applicability. This Integration Addendum applies to the development, operation and maintenance of any Integrated Solution by Participant for use in conjunction with Concert Finance. Participant agrees to comply with the terms and conditions of this Integration Addendum, as well as the other Program Documents, whenever promoting Concert Finance 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 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.

6. INTEGRATED SOLUTION

- 6.1. 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 Concert Finance 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 Concert Portal for the purpose of initiating Loan Applications (the “API Communication Software”).
- 6.2. 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 Concert 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.
- 6.3. 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 Integrated Solution, including the API Communication Software.
- 6.4. 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.
- 6.5. 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 Loan 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.

- 6.6. 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 Concert Portal, the Integrated Solution, and with any other technology used in Concert Finance. 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.
- 6.7. 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 Concert Finance.
- 6.8. 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, Concert Finance, the Mosaic APIs, the Mosaic API Materials, the Concert 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.
- 6.8.1. 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 Concert Portal solely to (A) execute actions strictly necessary for initiating Loan 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 Concert Portal by Participant is in compliance with the 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 Concert Portal to any Third Party; (b) decompile, disassemble, or reverse engineer the Mosaic API Materials or the Concert 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 Concert Portal or Program Administrator's Confidential Information; (d) use the Mosaic API Materials or the Concert 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 Concert Portal by any third party without Program Administrator's prior written consent.
- 6.8.2. 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 Loan Applications and (b) send/receive notifications or other information related to the Loan 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 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.

- 6.8.3. 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.
- 6.8.4. 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.

7. 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 Concert 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.