



MOSAIC PROGRAM PAYMENT PROCESSING ADDENDUM

Last updated September 25, 2023

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

1. APPLICABILITY; ELIGIBLE PRODUCT LIMITATIONS

1.1. Applicability. This Payment Processing Addendum applies to Participant’s use of any payment processing features available through the Mosaic Portal. Participant agrees to comply with the terms and conditions of this Payment Processing Addendum, as well as the other Mosaic Program Documents, whenever promoting the Mosaic Program to Customers interested in either purchasing Eligible Products and making payment to Participant via credit card, check or ACH, or purchasing Eligible Products financed by a Loan or leasing Eligible Products. In the event of a conflict between the terms of this Payment Processing Addendum and other Mosaic Program Documents, the order of priority described in Section 12.8 of the Participation Agreement shall apply. Program Administrator may modify the terms of this Payment Processing Addendum in its sole discretion as set forth in Section 1.4 of the Participation Agreement.

2. PAYMENT PROCESSING

2.1. Payment Processing Options. Program Administrator agrees to use reasonably commercial efforts to provide Customers the ability to pay for Eligible Products via credit card, check or ACH payment (collectively, the “**Payment Processing Services**”), as applicable, through the Mosaic Portal, subject to Participant’s compliance with the requirements set forth herein and any additional requirements of any third-party payment processors supporting the Payment Processing Services. Participant acknowledges that Program Administrator may discontinue the Payment Processing Services at any time.

2.2. Compliance with Applicable Law and Payment Processing Requirements. Participant agrees to comply with all Applicable Laws and Program Administrator requirements for the use of the Payment Processing Services, including but not limited to the Electronic Fund Transfer Act, Federal Reserve Regulation E, the Fair Credit Reporting Act and similar local, provincial, state and federal laws and regulations, to the extent the same may be applicable to the Check 21 Act, ACH transactions or credit card transactions.

2.2.1. Payment Processing Requirements for Credit Card Transactions. With respect to any Customer payments submitted via credit card, Participant agrees: (i) that each credit card entry is originated as the result of bona fide business transactions between Participant and a Customer and such entry is not, directly or indirectly, for the benefit of any third party; and (ii) that no credit card entry may be initiated that violates the laws of the United States or any other jurisdiction in which Participant operates. As a condition to submitting payments on the Portal via credit card, Participant shall enter into a separate agreement with the applicable credit card payment processor (“**Credit Card Processor**”), and each time a Customer payment is submitted on the Portal via credit card, Participant represents and warrants that its agreement with the Credit Card Processor is in full force and effect. Participant shall promptly notify Program Administrator upon termination of Participant’s agreement with the Credit Card Processor for any reason.



- 2.2.2. Payment Processing Requirements for Check and ACH Transactions. With respect to any Customer payments submitted via check or ACH transactions, Participant agrees: (i) that each ACH entry originated is the result of a bona fide business transaction between Participant and its Customers and no such entry is, directly or indirectly, for the benefit of any third party; (ii) that Participant will be considered the originator of each ACH transaction, as defined by the NACHA Rules, submitted hereunder (“**Originator**”); (iii) to be bound by and comply with all rules and operating guidelines of the National Automated Clearing House Association or equivalent legislation in the jurisdictions in which Participant operates (collectively, the “**NACHA Rules**”), including but not limited to responsibility for requirements pertaining to capture and initiation of entries (including rules regarding eligibility of the underlying items), required notices to Receivers, opt out rights, separation of fees, requirements concerning identification of the Receiver, maintenance of a working telephone number that is answered during business hours for Receiver inquiries, requirements to assure that underlying items are not presented such that any person will be required to pay on the underlying item, and requirements regarding keeping, destroying or providing copies or originals of the underlying items and related information.; and (iv) that entries may not be initiated that violate the laws of the United States or any other jurisdiction in which Participant operates. Participant shall be responsible for any breach of any warranty under the NACHA Rules in respect of Participant’s entries, regardless of whether such warranty is made by Participant as Originator, Program Administrator or FTNI, as check and ACH payment processor.
- 2.2.2.1. Check Submission: As it relates to the submission of check images, Participant agrees to: (i) assure that checks are properly endorsed before scanning, if such endorsements are required from the applicable financial institution or third party processor; (ii) not submit files for check processing that contain duplicate information previously provided by Participant or any third party to FTNI or the Participant’s financial institution; (iii) not submit files that contain information with respect to checks that have previously been transferred to, deposited with or attempted to be cleared through the FTNI or a third party; (iv) not allow any third party to transfer to, deposit with or attempt to clear through the FTNI or a third party or otherwise directly or indirectly ask any third party to make payment based on, the checks reflected in the files transmitted to FTNI; (v) assure that check images accurately represent all of the information on the front and back of the relevant checks, including all endorsements; (vi) not alter any data sent to FTNI so that it does not accurately reflect the checks referenced in the image files sent to FTNI; (vii) cause images to accurately represent all of the information on the front and back of the relevant checks, including all endorsements; (viii) retain the original scanned checks in a secure setting for thirty (30) days, and make such checks available to FTNI on request; and (x) destroy, by shredding, the original checks following the preceding retention period (unless doing so would be a violation of any law, rule or regulation).
- 2.2.2.2. Participant Representations and Warranties. Participant represents that: (i) Participant is a person entitled to enforce the item or authorized to obtain payment of the item on behalf of a person entitled to enforce the item; (ii) the item has not been altered; (iii) the item bears all endorsements applied by parties that previously handled the item, in paper or electronic form, for forward collection or return; and (iv) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item, the original item, or a paper or electronic representation of the original item such that the person will be asked to make payment based on an item it already has paid. Participant agrees that it shall not use the Payment Processing Services in any manner or in furtherance of any activity that constitutes a violation of any law or regulation or that may reasonably be expected to subject FTNI or its vendors to investigation, prosecution or legal action. Participant makes all the warranties set forth in and subject to the terms of §4-207 of the UCC for each item as if it were an item subject to the UCC and makes the warranties set forth in and subject to the terms of §229.34(c) and (d) of Federal Reserve Regulation CC for each item as if it were a check subject to that section. Participant agrees to be responsible for any special warranties or indemnities that FTNI must make under the NACHA Rules as to the entries processed by FTNI. Participant agrees to comply with and to require Customers to comply with all relevant data security requirements (including, but not limited to, those requiring the use of encryption technology where ACH information is transmitted over unsecured networks such as the internet).



2.2.2.3. Resolution of Errors and Claims. Participant agrees to reimburse FTNI for any documented payments FTNI is required to make to third parties with respect to the entries or files FTNI processes for Participant. If FTNI is fined due to any NACHA Rules infractions by Participant, Participant is responsible for reimbursing FTNI for the amount of that fine. Participant agrees not to reinitiate entries except as permitted by the NACHA Rules. Participant agrees that reversing entries and reversing files must be transmitted on a timely basis as required by the NACHA Rules. Participant further agrees: (1) to receive, resolve and respond to consumer alleged errors under applicable laws, regulations and the rules; and (2) that it is responsible for promptly handling and, if necessary, responding to and resolving at Participant's expense any special handling claims received from Participant's Originating Depository Financial Institution ("ODFI") or any third-party processor. To the extent that FTNI is required to pay any third party claim or demand or any other process recognized by the NACHA Rules with respect to the entries received from Program Administrator and/or Participant (such as, but not limited to, returns, reversals, adjustments, reclamations, or claims based on breach of any warranty made by Originators or ODFIs under the NACHA Rules) or to the extent that FTNI is required to indemnify any Receiver, RDFI (as defined in the NACHA Rules) or other third party in respect of such entries FTNI processes, Participant agrees to agree to reimburse FTNI.

2.2.2.4. Audits; Reserve. Participant (a) agrees to provide any documentation reasonably required by Program Administrator or FTNI related to any check or ACH transactions; (b) acknowledges that Program Administrator or FTNI may perform additional due diligence and risk assessment with regards to Participant's use of the Payment Processing Services; (c) agrees to fund any reserve required by FTNI; (d) acknowledges reserve requirements can be increased with 30 business days' written notice upon FTNI's sole determination; and (e) acknowledges the ability to make payments by ACH or check may be discontinued at any time by FTNI.

2.2.2.5. Indemnification of FTNI. Participant agrees to defend, indemnify and hold FTNI harmless from any payment information, instructions, debits, credits or other data entered incorrectly or fraudulently and/or resulting in claims against Participant, Program Administrator or FTNI. FTNI shall be a third-party beneficiary of this Payment Processing Addendum and shall have the benefit of Participant's rights hereunder and the right to enforce (but not to the exclusion of Program Administrator for its own account) such rights with respect to any check and/or ACH transactions.

2.3. Data Sharing. Participant agrees that Program Administrator may share Participant's data with Credit Card Processor and/or FTNI, as applicable, including but not limited to Participant's contact information and any transactional data required to effectuate the Payment Processing Services contemplated by this Payment Processing Addendum.

2.4. Indemnification. Without limiting Program Administrator's rights under Section 9 or the Participation Agreement, Participant agrees to indemnify and hold Program Administrator and any other Indemnified Party harmless from and against any and all Third-Party Claims arising out of or in connection with any unauthorized or improper use of the Payment Processing Services by Participant or any breach of this Payment Processing Addendum by Participant.

3. **ADDITIONAL DEFINITIONS**

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

"ACH" means Automated Clearing House.

"Check Processor" means the third-party payment processor responsible for processing payments made by Customers by either check or ACH.

"Credit Card Processor" means the third-party payment processor responsible for processing payments made by Customers by credit card.



“**NACHA Rules**” has the meaning set forth in Section 2.2.1 herein.

“**ODFI**” means the Originating Depository Financial Institution as defined in the NACHA Rules.

“**Originator**” has the meaning set forth in Section 2.2.1 herein.

“**Payment Processing Services**” has the meaning set forth in Section 2.1 herein.

“**Receiver**” has the meaning set forth in the NACHA Rules.

“**RDFI**” has the meaning set forth in the NACHA Rules.