



## SOLAR ENERGY SYSTEMS ADDENDUM

*Last updated August 17, 2020*

This Solar Energy Systems Addendum (this “**Solar Addendum**”) supplements and is incorporated by reference into the Mosaic Loan Program Participation Agreement (the “**Participation Agreement**”) between Solar Mosaic, Inc., a Delaware corporation, as the administrator (“**Program Administrator**”) of the Mosaic® Loan Program (the “**Program**”), 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; ADDITIONAL PROGRAM TERMS AND CONDITIONS

- 1.1. Applicability. This Solar Addendum applies to the promotion and funding of Solar Energy Systems under the Program. Participant agrees to comply with the terms and conditions of this Solar Addendum, as well as the other Program Documents, whenever promoting the Program to Customers interested in 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 Addendum and the other Program Documents, the terms of this Solar Addendum shall control. Program Administrator may modify the terms of this Solar Addendum in its sole discretion as set forth in Section 1.4 of the Participation Agreement.
- 1.2. Home Solar Installation Agreement. Prior to commencing promotion of the Program to Customers interested in Solar Energy Systems, Participant will submit a copy of its Home Solar Installation Agreement to Program Administrator for approval. If Participant subsequently changes its Home Solar Installation 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 Final Completion by the earlier to occur of (a) 90 calendar days after Installation Completion or (b) 180 calendar days after the Customer signs the Loan Agreement, in addition to any remedies available to Program Administrator or the applicable Funding Provider under Section 3.3 of the Participation Agreement, the Program Administrator may 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 Funding Provider, shall return to Participant any amounts refunded, set off or debited pursuant to Section 3.3 of the Participation Agreement, less an amount equal to the greater of (a) \$1,000 or (b) any expenses incurred by Program Administrator or the applicable Funding Provider in connection with the delay in achieving Final Completion, including but not limited to Customer Dispute Amounts and amounts incurred in the exercise of step-in rights pursuant to the preceding sentence.
- 1.4. Additional Representations, Warranties and Covenants. Participant represents, warrants and covenants that (a) each Solar Energy System will be designed, engineered, constructed, installed and completed in accordance with Prudent Solar 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) neither the Purchase Agreement nor any related Marketing Materials and Customer communications shall contain a Performance Guarantee with respect to Solar Energy System production, without the prior written consent of Program Administrator, (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.
- 1.5. Spanish Language Program. Program Administrator may promote the Program 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 Home Solar Installation Agreement and notices of cancellation rights, must be provided in Spanish; (c) the Home Solar Installation 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.

- 1.6. **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 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 so long as it does not reveal Customer Information.

## 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.

“**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.

“**Home Solar Installation Agreement**” means the agreement pursuant to which a Customer agrees to purchase, and Participant agrees to sell and install, a Solar Energy System at the Customer’s home residence.

“**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.

**“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 1.5 of the Solar Energy Systems Addendum.

**“SLP Participant Agents”** is defined in Section 1.5 of the Solar Energy Systems Addendum.

**“SLP Participating Customers”** is defined in Section 1.5 of the Solar Energy Systems Addendum.

**“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 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.