MOSAIC PROGRAM
PAYMENT PROCESSING ADDENDUM

Last updated July 10, 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, 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 payment (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 for Credit Card Transactions. 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 Fair Credit Reporting Act and similar local, provincial, state and federal laws and regulations, to the extent the same may be applicable to 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.

2.3. Data Sharing. Participant agrees that Program Administrator may share Participant’s data with Credit Card Processor 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.

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

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