

Vivint Solar BrightSave™ Agreement

Thomas Michael Mandler

28305 Heather Green Way

Menifee

CA

92584

Take Control of Your Electric Bill

\$0

Deposit due
Today

25 Years

Agreement Term Length

\$ 115.27

Monthly Bill for Year
One (plus taxes, if applicable;
includes \$7.50 discount for
Auto-Pay enrollment)

\$.155

Year 1 Cost per kWh
(excluding upfront
payment, if any)

WE'VE GOT YOU COVERED WITH OUR WORRY-FREE SERVICE



Unlike your utility bill, your
Vivint Solar bill will never
increase.



We monitor the system
to ensure it runs
properly.



We warrant, insure,
maintain and repair
the system. We
also provide a 10-
year roof warranty.



Selling your home?
We guarantee the buyer
will qualify to assume
your agreement.*

A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 5.250 kW DC Solar System With 15 Solar Panels

Which will produce an est. 8923.993 kWh in its first year

YOUR SALES REPRESENTATIVE:

Corporate User HB

processing@vivintsolar.com

* A service fee may apply as described further below

Vivint Solar Developer, LLC

Vivint Solar BrightSave™ Power Purchase Agreement

This Power Purchase Agreement (the "Agreement") is entered into by and between Thomas Michael Mandler ("Customer" or "homeowner" or "you") and Vivint Solar Developer, LLC, a Delaware corporation, together with its successors and Assignees ("Vivint Solar" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the sale and purchase of all electric energy generated by a solar photovoltaic system (the "Solar System") to be installed on or at the home located at:

28305 Heather Green Way

Menifee

CA

92584

(the "Home"), which you have entered into an agreement with the builder of the Home to purchase ("Builder Purchase Agreement"). Vivint Solar is pleased to provide you with Solar electric power for a 25 year term ("Initial Term"). Vivint Solar is not an affiliate of the builder of the Home, or any affiliates of such entities (collectively, "Builder") and Builder is not a party to this Agreement, nor does Builder have any liabilities or obligations under this Agreement. If the Builder Purchase Agreement is terminated, then this Agreement shall automatically terminate upon the effective time of the termination of the Builder Purchase Agreement, and neither you nor Vivint Solar shall have any further duties, rights, responsibilities, liabilities or obligations under this Agreement and this Agreement shall be of no further force or effect.

You are entitled to a completely filled out copy of this Agreement signed by both you and Vivint Solar. This Agreement is effective as of March 18, 2022 | 1:39 PM PDT (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

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A. Documents to be Incorporated Into the Agreement

Exhibit A: Monthly Payment Schedule and Prepayment Pricing
 Exhibit B: Legal Notices
 Exhibit C: Payment Forms
 Exhibit D: Data Usage and Disclosure

B. Payment Terms, Rebates, and Credits

1. Payment Terms

Deposit (due at signing)	\$0 (the "Deposit")
Initial Payment (to be paid by the homebuilder at installation)	\$0 (the "Initial Payment")
Monthly PPA Payments in Year One	\$ 115.27 per month (plus taxes, if applicable); reflects \$7.50 discount for electing Auto-Pay (the "Monthly Payments")
Annual Percentage Increase (the "Annual Increase")	2.9 %
Cost per kWh, Year One	\$.155 , excluding Upfront Payment (if any)

2. Intentionally Omitted

3. Monthly Invoicing and Billing Cycle

- a. Billing Cycle and Due Dates. Your billing cycles run on a monthly basis. Subsequent billing cycles will begin on the same date each month (the "Billing Cycle Day"). Each month, Vivint Solar will prepare a written or electronic invoice specifying the payment due from you to Vivint Solar for the preceding billing cycle. You will receive this invoice within ten (10) days following the conclusion of the preceding billing cycle and your payment for the preceding billing cycle will be due the day before the next Billing Cycle Day.

Vivint Solar reserves the right to update its billing systems from time to time and will notify you if your payment due date changes accordingly. You may also elect to make payments to Vivint Solar before the Monthly Payment due date.

- b. Payment Options. Monthly Payments are payable to Vivint Solar Developer, LLC (i) by automatic withdrawal from your checking or savings account or (ii) by check drawn on a United States bank account or (iii) by money order.
- c. A Returned Check Fee of Twenty-Five Dollars (\$25.00) (or such lower amount as required by law) will be assessed to you for any check or withdrawal right that is returned or refused by your bank.

4. Auto-Pay Discount

- a. Monthly Payments shown in Section B(1) and Exhibit A assume payment by Automated Clearing House (ACH) withdrawal from your checking or savings account ("Auto-Pay") and include a \$7.50 Auto- Pay discount.
- b. If you do not elect Auto-Pay, you will not receive an Auto-Pay Discount and, as a result, your Monthly Payments will be *\$7.50 higher per month* than those reflected in Section B(1) and Exhibit A.

5. Payment of Taxes

- a. The payments specified in Section B(1) above do not include taxes. If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed on these payments, the sale of electric energy, the Home, or the transaction itself, other than with respect to taxes on income or personal property taxes on the Solar System, and are paid by Vivint Solar rather than you, you agree to pay or reimburse Vivint Solar for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.
- b. In addition, you agree to reimburse Vivint Solar for any taxes, other than with respect to taxes on income or personal property taxes on the Solar System, including any associated interest and penalties, assessed on the Solar System that Vivint Solar may incur, provided, however that to the extent any tax exemption is available to offset any taxes imposed on and paid or reimbursed

by you as a result of the Solar System, you (and not Vivint Solar) shall be entitled to claim such exemption.

- c. To the extent that Vivint Solar seeks reimbursement from you, you agree that Vivint Solar may seek a full reimbursement from you for the total amount incurred by Vivint Solar, impose a surcharge on your monthly invoice to recover the total amount incurred by Vivint Solar over a period to be determined by Vivint Solar, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Vivint Solar.

6. Intentionally Omitted

7. Prepayment of Monthly Payments

- a. At any time, you may prepay all of the expected Monthly Payments you will owe Vivint Solar during the remaining portion of the Initial Term ("Prepayment"). Vivint Solar's obligations under this Agreement will not change if you make such a prepayment.
- b. The Prepayment shall equal the remaining Monthly Payments for the current and remaining years of the Initial Term discounted by the lesser of (x) the prime rate plus 100 basis points (as published by the Wall Street Journal) and (y) 5.0% (the "Prepayment").

- 8. **Late Payment.** If Vivint Solar does not receive your Monthly Payment by the due date listed on the invoice, Vivint Solar may charge you an administrative late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

9. Net Metering Service.

- a. As of the In-Service Date, you must take service from the Standard Net Metering Service and its associated terms ("NEM Service") provided by your Utility. You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to take the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by Vivint Solar in its sole discretion.
- b. You agree to execute all documentation associated with the NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of Vivint Solar, its representatives or affiliates, and/or the Utility. If you do not return such documentation within seven (7) days following any such request, Vivint Solar may invoice you for an amount equal to the amount of rebates it otherwise would have received had you returned such documentation.
- c. The point where the Solar System connects to the Home's connection to your Utility is called "Interconnection." For the purposes of calculating performance guarantee payments, if any, under Section D, you agree that title to and risk of loss for the electric energy provided under this Agreement shall pass from Vivint Solar to you when the electric energy reaches Interconnection. You further agree that electrical energy provided under this Agreement is measured at the time when electrical energy reaches Interconnection.

10. Supplemental Energy; Rebates & Credits

- a. All electric energy produced by the Solar System will be available to you for use at the Home pursuant to this Agreement. If, at any time, you need more electric energy than is being produced by the Solar System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your Utility, and for paying any fees associated with such Supplemental Energy that the other supplier may charge.

- b. You agree that Vivint Solar alone will receive any credit, rebate, environmental attribute, or other payment or offset (“Incentives”) that may be attributable to the Solar System. All Incentives will be the sole property of and transferable by Vivint Solar.
- c. Notwithstanding anything to the contrary contained herein and without limiting the other rights, if any, of Vivint Solar with respect to Incentives attributable to the Solar System, you agree that Vivint Solar will receive any federal tax credits that may be attributable to the Solar System, and that such federal tax credits will be the sole property of and transferable by Vivint Solar. Vivint Solar’s expected federal tax credits associated with the Solar System have been factored into the calculation of your Monthly Payment.
- d. If you purchase the Solar System from Vivint Solar, you will own and be entitled to proceeds from the sales of solar renewable energy credits earned after the date you purchase the Solar System from Vivint Solar, subject to any obligation you may have to reimburse Vivint Solar for any Incentives that would otherwise have been provided to Vivint Solar.

C. Our Warranties

1. Warranties

- a. Workmanship Warranty. We warrant our Work and the Solar System for a period of 25 years after the In Service Date (the “Warranty Period”), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or Work covered under this Agreement. Our “Workmanship Warranty” includes but is not limited to the following:
 - (i) Roof Penetration Warranty. We warrant that roof penetrations made by the Solar System and impacting the Home’s roof will be weather-tight for a period of 10 years after the In Service Date.
 - (ii) Damage Warranty. We will either repair or reimburse you for damage we cause during installation to the Home, your belongings or your property, as limited by Sections C(2), E and G.
 - (iii) Vivint Solar will maintain and repair the Solar System, at Vivint Solar’s cost, for the Initial Term and any Renewal Terms. To the extent that this Agreement is validly transferred or assigned to an owner of the Home, all of the warranty rights and obligations under this Agreement shall continue to apply and shall be automatically transferred to any such future owner.
- b. Equipment Warranty. Vivint Solar warrants all of the Solar System’s equipment for the duration of the Initial Term. If parts fail during the Initial Term, Vivint Solar will use commercially reasonable efforts to replace them with like equipment; however, you acknowledge that due to parts availability and other factors, this may not be possible. Vivint Solar agrees that any change in equipment will not reduce the Guaranteed Output set forth in Section D.
- c. End of Term Warranty. At the end of the Initial Term or at the end of a Renewal Term, should either you or Vivint Solar wish to end the Agreement, Vivint Solar will remove the Solar System at no cost to you and return the Home to a condition similar to its condition prior to installation of the Solar System, excepting ordinary wear and tear (including, but not limited to, wear and tear resulting from local weather conditions) and wear and tear that can be expected due to the presence of the Solar System on the Home for the 25 - year term (including, but not limited to, uneven wear and tear and uneven discoloration).

2. Warranty Exceptions and Exclusions

- b. The Roof Penetration Warranty shall be void and voidable if work is performed by you or your contractors

**WE INSURE AND
MAINTAIN THE
SYSTEM FOR
25 YEARS AFTER
INSTALLATION.**

on the roof that adversely impacts the roof penetrations made by the Solar System during the 10 year warranty period.

- c. The Roof Penetration Warranty does not cover any (i) leaks that occur in areas of the Home's roof not impacted by the Solar System or the associated roof penetrations, (ii) pre-existing and/or underlying failures of the Home's roof or (iii) foreign objects acting on the Home's roof (e.g. hail, golf balls, etc.).
- d. The Workmanship Warranty does not apply to the following:
 - (i) Work performed by anyone other than us or our Installation Partners;
 - (ii) Any Solar System materials that were modified, repaired or attempted to be repaired by anyone other than Vivint Solar or its Installation Partners without Vivint Solar's prior written approval;
 - (iii) Any damages resulting from your breach of the Agreement;
 - (iv) Any damage not caused by us, our Installation Partners or a Solar System defect;
 - (v) Damage resulting from ordinary wear and tear;
 - (vi) Damage resulting from mold, fungus and other organic pathogens;
 - (vii) Shrinking/cracking of grout and caulking;
 - (viii) Fading of paints and finishes exposed to sunlight; and
 - (ix) Damage caused by ball strikes

Your initials indicate that you have read, understood and accepted the provisions set forth in this section C(2).

Agreed and accepted by:

 (Initials)

3. Contacting Vivint Solar to Fix the Solar System.

Vivint Solar will monitor the Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with the Solar System that is covered by any of the warranties specified above, please contact Vivint Solar at 877-404-4129 or by email at help@vivintsolar.com. Vivint Solar will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after it becomes aware of such issue.

Performance Guarantee

1. Production Estimate

- a. Vivint Solar estimates that the Solar System will be capable of generating **8923.993** kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of the Home's roof(s), the required placement of the Solar System on your roof, and other conditions. Your Monthly Payment is not tied to the actual output of the Solar System.
- b. Due to expected panel degradation, Vivint Solar estimates that the Solar System will be capable of generating **189191.84** kilowatt-hours ("kWh") during the Initial Term (the "Estimated Output").

2. Guaranteed Output.

Subject to the conditions set forth in this Section D, Vivint Solar guarantees that the Solar System will generate ninety-five percent (95%) of the Estimated Output during the Initial Term of this Agreement as set forth in Exhibit A (the "Guaranteed Output"). Subject to the conditions set forth in this Section D, Vivint Solar will issue you a refund if the Solar System does not generate the Guaranteed Output.

Vivint Solar will not issue you a refund for any Solar System underproduction resulting from any system failure or lost production caused by reasons other than (a) a Solar System defect, (b) shading due to the weather or (c) shading conditions that were present at the Home at the commencement of installation. For the avoidance of doubt, Vivint Solar will not issue you a refund for underproduction arising from any of the following:

- Underproduction arising from your failure to comply with your obligations under the Agreement.
- Underproduction arising from shading conditions (other than weather) different from those that were present at the Home at the commencement of installation.
- Underproduction as a result of a grid failure disabling the Solar System.
- Underproduction arising from you causing or requesting the Solar System to be shut down or to generate significantly less electric energy.
- Underproduction arising from damage to the Solar System caused by foreign objects acting on the Solar System (e.g. hail, golf balls, etc.)

Vivint Solar makes no other representation, warranty or guarantee of any kind regarding the Solar System's actual or expected output or performance and any other express or implied warranties are hereby disclaimed.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section D(2).

Agreed and accepted by:

 (Initials)

3. Overproduction.

If, over the course of the Initial Term, the Solar System produces more energy than the predicted Guaranteed Output, then the extra energy will be yours at no additional cost. Vivint Solar may use this overproduction amount to offset future underproduction in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.

4. Actual Output and Refunds.

On the 24 month anniversary of the In-Service Date and on every 24 month anniversary thereafter (each, a "Guarantee Date"), Vivint Solar will calculate the "Actual Output" of the Solar System. For the purposes of this Agreement, "Actual Output" shall mean the amount of electric energy generated by the Solar System to date plus any kWh for which you have previously received a refund. Subject to Section D(2), if the Actual Output is less than the Guaranteed Output for that Guarantee Date set forth on Exhibit A, Vivint Solar will issue you a refund. This refund will be calculated by subtracting the Actual Output for that Guarantee Date from the Guaranteed Output for that Guarantee Date, and multiplying the result by the refund per kWh amount as set forth for that Guarantee Date on Exhibit A. For the last year of the Initial Term (year 25), the guarantee period will be 12 months.

For the last year of the Initial Term (year 25), the guarantee period will be 12 months.

D. Installation

1. Our Work; Description of Materials.

a. Our work on the Solar System includes:

- design, permitting and supply of the equipment and material typically necessary for a complete and operable Solar System, which shall be performed during the construction of the Home prior to the In Service Date;
 - installation of the Solar System which shall be performed during the construction of the Home prior to the In Service Date;
 - acquisition of approval from your Utility;
 - connecting the Solar System to the grid, testing the operation of the Solar System and advising you in the use of the Solar System; and
 - assistance with any applicable rebate program paperwork set forth in Section B(10) (collectively, the "Work").
- b. The primary equipment used for the Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, racking materials, and a production meter. Other materials generally used as the "balance of system" are disconnects, breakers, load centers, wires, and conduit.

2. Solar System Production and Energy Consumption Monitoring; Data.

a. **Installation and Maintenance of Metering and Monitoring Equipment.**

- (i) **Production Monitor.** During installation or at any time thereafter during the Term, we may install or replace production monitoring devices to measure the energy produced by the Solar System (the "Production Monitor"). Through the Production Monitor, we will collect Solar System production and performance data ("Performance Data").
- (ii) **Energy Consumption Monitor.** During installation or at any time thereafter during the Term, we may install or replace energy consumption monitoring devices (the "Consumption Monitor"). Through the Consumption Monitor, we may collect and store information about energy usage at the Home ("Usage Data").
- (iii) **Access to Monitors.** You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of the Solar System, and that you must provide Vivint Solar with reasonable access to the Home after the In Service Date in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor, upon such time(s) as are reasonably acceptable to both you and Vivint Solar.
- (iv) **Internet Connection.** In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, if possible, you must provide the Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide the Solar System with an internet connection in accordance with the foregoing sentence, the Home must be located in an area with cellular service that is acceptable to us in our discretion.
- (v) **Monitor Damage or Inaccuracy.** Vivint Solar uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Vivint Solar (including, without limitation, any failure to maintain internet connection or cellular service as provided in clause (iv) above), Vivint Solar will deem that the Solar System has produced 100% of Estimated Output during such period for purposes of the Production Guarantee set forth in Section D. You will be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Vivint Solar. If the Production Monitor breaks or malfunctions other than as a result of your actions or the actions of any other person unrelated to Vivint Solar, Vivint Solar will, in good faith, estimate the amount of electric energy actually produced during the malfunction in order to determine whether you are owed a payment under the Production Guarantee set forth in Section D.

b. **Data Usage and Disclosure.** We may combine the Usage Data and Performance Data with each other and with other data, including, without limitation, personally identifiable information (collectively, "Data"). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

c. **Communications Equipment.** During installation or at any time thereafter during the Term, we may install or replace communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment may or may not be used in connection with the Solar System. We may use the Communication Equipment to improve the quality of cellular and/or internet connectivity in your area. We may also sell the right to use the Communications Equipment in the manner described above to a third party. You understand that consenting to the foregoing is not a condition of purchase or a condition to the entry into this Agreement.

Do you consent to the installation and use of the Communication Equipment as set forth above?

3. **Intentionally Omitted**

4. **Installation**

a. Installation will be performed by a licensed, bonded affiliate of Vivint Solar or

by another licensed, bonded contractor (an "Installation Partner") that meets Vivint Solar's quality standards. Vivint Solar requires its Installation Partners to employ licensed personnel as required by applicable state law, regulations or codes, and to carry insurance as set forth in Section G(6) below. All such installation shall be performed during the construction of the Home prior to the In Service Date

- b. Vivint Solar or its Installation Partners will obtain any permits needed for installation of the Solar System. You agree to cooperate with Vivint Solar and assist Vivint Solar in obtaining any permits needed, including the NEM Service documentation referenced in Section B(9).
- c. If Vivint Solar or its Installation Partner damages the Home during installation, we will repair the damage we caused at no cost to you.
- d. Vivint Solar, its Installation Partners and agents shall keep the Home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Vivint Solar and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Home.
- e. Vivint Solar reserves the right, at Vivint Solar's sole discretion, to install a critter guard with the Solar System. Guards can help protect the Solar System from pests or rodents that can damage components of the Solar System.

5. Access to the Home

- a. From and after the point at which you obtain fee title to the Home from Builder, you agree to grant Vivint Solar and its Installation Partners reasonable access to the Home for the purpose of, as applicable, operating and testing the Solar System and performing Vivint Solar's obligations under this Agreement. Vivint Solar agrees to give you reasonable notice when Vivint Solar needs to access the Home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours, provided however, that access to the Home shall only be at such time(s) as are reasonably acceptable to both you and Vivint Solar.
- b. You agree to make reasonable efforts to provide a safe and secure work environment for Vivint Solar and its Installation Partners at the Home throughout the Initial Term and any Renewal Terms

6. Miscellaneous.

- a. Vivint Solar has the authority and sole discretion to use Installation Partners or agents to perform or assist Vivint Solar in performing Vivint Solar's obligations.
- b. If you plan to move or temporarily disconnect the Solar System to allow for maintenance of and/or repair to the Home, you agree, at your expense, either (i) to hire Vivint Solar to perform this work or (ii) to obtain Vivint Solar's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million (\$1,000,000) dollars per occurrence and name "Vivint Solar Developer, LLC and its successor or assigns", as additional insureds.
- c. You agree that you will not make any modifications, improvements, revisions or additions to the Solar System or take any other actions that could damage or void any applicable warranty without Vivint Solar's prior written consent. If you make any modifications, improvements, revisions or additions to the Solar System, they will become part of the Solar System and shall be Vivint Solar's sole property.
- d. If applicable programs exist in your utility service area, you agree to allow Vivint Solar, from time to time, to remotely administer and operate the Solar System in connection with demand response or other programs to optimize your electricity costs or to maintain the reliability of the electrical grid.

7. Exclusions.

We do not do or provide any of the following under this Agreement:

- a. removal or disposal of any material containing asbestos or any other hazardous material;
- b. movement of your personal items around the Home;
- c. upgrades to the electrical panel or electrical service or additional costs associated with moving the current electrical meter;
- d. installation or repair of fences;
- e. repair of any pre-existing roofing damage resulting from a substandard roof or pre-existing substandard roof installation work;
- f. structural framing work for any part of the roof or structure, including concealed substandard framing;
- g. correction of mistakes of another contractor or subcontractor (for example, if the Home was not built to code);
- h. removal and replacement of existing rot or insect infestation;
- i. testing or remediation of mold, fungus, mildew or organic pathogens;
- j. painting of conduit or other structural parts;
- k. upgrades for Utility access requirements such as special locks or 24-hour access gates;
- l. following issuance of the basic building permit, any Homeowners Association ("HOA") review, permitting or fees, however we will support your efforts to coordinate with your HOA;
- m. professional engineering services;
- n. correction of structural integrity problems (for roof mounted systems) or evaluation and correction of ground stability under or near the Solar System (for ground mounted systems);
- o. removal of trees;
- p. following installation, any studies or permitting beyond the basic building permit; or
- q. monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

E. Modifications

If Vivint Solar requests a modification to the terms of the Agreement, Vivint Solar will notify you in writing of the requested change and will ask you to accept the modified terms by executing an amendment. Any modification to this Agreement or acceptance of an amendment shall not be effective without the written mutual consent of you and Vivint Solar.

F. Additional Information

1. Agreement Term

- a. Initial Term. The Initial Term of the Agreement begins on the In-Service Date and continues in effect for 25 years following the In-Service Date, unless canceled or terminated earlier in accordance with the terms of this Agreement. Within a reasonable period of time following its occurrence, Vivint Solar will notify you of the In-Service Date.
- a. Renewal Term. Subject to clause (ii) below, at the end of the Initial Term, the Agreement will be automatically renewed for an additional one-year term ("Renewal Term," collectively with the Initial Term, "Term"). Vivint Solar will provide you with your new rate for electric energy at the beginning of the Renewal Term and each successive Renewal Term, if any. The new price per kWh shall be ten percent (10%) less than the "average cost of electric energy" as established by your Utility, or its successor. "Average cost of electric energy" shall be the price you would otherwise pay for electric energy to your Utility or its successor for the 12 months preceding the start of each Renewal Term. Unless otherwise terminated under the terms of this Agreement, this Agreement will continue to automatically renew for additional one-year terms at the end of each Renewal Term.
 - (i) Vivint Solar will make a good faith effort to notify you between thirty (30) and sixty (60) days before the end of the Initial Term of (i) your end of term options and (ii) the estimated rate for electric energy in the first Renewal Term (if applicable).

- (ii) The Agreement will not automatically renew if either Party gives the other Party written notice of termination (x) at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, or (y) within fifteen (15) days after Vivint Solar provides you with the written estimated rate for electric energy in the upcoming Renewal Term, whichever is later.

2. Termination

At the end of the Initial Term or at the end of a Renewal Term, should either you or Vivint Solar end the Agreement, Vivint Solar will remove the Solar System at no cost to you. Written notice of termination must be provided in accordance with Section G.1(b).

Subject to the exclusions set forth in Sections C and E, Vivint Solar will return the Home to a condition similar to its condition prior to installation of the Solar System. You must notify Vivint Solar in writing of any deficiencies in restoration within five (5) business days of removal or a municipal building inspector's approval of the work associated with the removal of the Solar System.

3. Customer Obligations

You acknowledge and agree to the following:

- a. Your local utility is SCE (the "Utility"). You agree that the Home will remain connected to your Utility for the Initial Term and any Renewal Terms and that you will notify Vivint Solar prior to changing your Utility.
- b. That you will purchase all electric energy generated by the Solar System at the payment prices set forth on Exhibit A.
- c. The Solar System is removable equipment owned by Vivint Solar or its affiliates and is not considered a fixture or otherwise part of the Home.
 - i. The Solar System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Home, or any other property belonging to you. Neither Vivint Solar nor our Installation Partners will apply a lien to your title to the Home.
 - ii. However, you agree that Vivint Solar or a Vivint Solar affiliate may file any UCC-1 financing statement or other filing that confirms ownership of the Solar System.
 - iii. The foregoing notwithstanding, any contractor, subcontractor or materialman who provides goods or services pursuant to this Agreement and who is not paid may have a valid legal claim against the Home known as a mechanic's lien. Vivint Solar shall satisfy and cause the removal of any such lien within 30 days following the date Vivint Solar receives notice of the recording of such lien.
- d. The Solar System will be used primarily for household purposes and will not be used to heat a swimming pool.
- e. You may not sell, give away, transfer, pledge, remove, relocate, alter, tamper with or damage the Solar System or associated meters and/or monitors at any time. Any attempts to tamper with, damage or modify the Solar System will be considered beyond reasonable wear and tear use of the Solar System. You further acknowledge that removal of the Solar System from the Home for any reason during the Term may require Vivint Solar to refund, at your cost, Incentives provided in respect of the Solar System.
- f. You agree: to keep trees, bushes and hedges trimmed so that the Solar System retains shading and conditions present at the time of installation to not modify the Home in a way that shades the Solar System; to not permit or allow to exist any condition or circumstance that would cause the Solar System not to operate as intended at the Home; and to promptly notify Vivint Solar if you think the Solar System is damaged or appears unsafe or if the Solar System is stolen.
- g. You will refrain from attempting to clean, fix, or modify the Solar System, unless expressly permitted to

do so by Vivint Solar. If any condition exists with respect to the Solar System which you think may be affecting performance or if you believe the Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Vivint Solar at 1800 W Ashton Blvd., Lehi, UT 84043, help@vivintsolar.com, 877.404.4129. We may remedy the condition if it is deemed necessary by Vivint Solar to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).

- h. You agree that Vivint Solar may (i) call you and (ii) send pre-recorded and text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(3)(j).

Agreed and accepted by:

 (Initials)

You further agree that Vivint Solar may (i) call and (ii) send pre-recorded or text messages, to the phone number you provided about other Vivint Solar products and services, using an autodialer, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply. You further understand that consenting to the foregoing is not a condition of purchase or entry into this Agreement. You will have the opportunity to opt out of any marketing messages.

Do you consent?

4. Purchase of Solar System

- a. Option to Purchase. You have the option to purchase the Solar System at the following times during the Initial Term:
- (i) Upon the fifth (5th) anniversary of the In-Service Date;
 - (ii) Upon the twentieth (20th) anniversary of the In-Service Date;
 - (iii) At the end of the Initial Term;
 - (iv) If you sell the Home during the Initial Term; and
 - (v) Under the circumstances described in Section G(10)(b).
- b. Notice of Intent to Purchase. To purchase the Solar System pursuant to this Section, you must deliver a written notice to Vivint Solar of your intent to purchase within sixty (60) days of the applicable date and deliver payment to Vivint Solar within thirty (30) days of receiving an invoice from Vivint Solar for the purchase price.
- c. Purchase Price. The purchase price will be the fair market value ("FMV") of the Solar System at the time of the purchase. Vivint Solar will determine the FMV of the Solar System by hiring an independent appraiser to estimate the value of a comparable in-service photovoltaic solar system in your state and Utility service area. This valuation will take into account the Solar System's age, location, size and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable Incentives.
- d. Termination of Agreement upon Purchase; Right to Monitor. After you purchase the Solar System, this Agreement will terminate and neither you nor Vivint Solar will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, Vivint Solar will not provide you with any maintenance or repair services or any power production guarantee, including without limitation those set forth in Section C and Section D of this Agreement, unless you enter into a separate agreement with Vivint Solar for Vivint Solar or its Installation Partner to perform these services at your expense. If possible, Vivint Solar will assign to you any equipment warranties still in effect for the Solar System.

5. Sale of Home, Assignment and Foreclosure; Refinancing

a. Sale of Home. If you sell the Home you:

- (i) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) meets Vivint Solar's credit requirements of a FICO score of 650 or higher and (b) agrees in writing to be bound by all of the terms and conditions set forth herein; or
- (ii) May transfer all rights and obligations under this Agreement to the new owner, provided that the new owner (a) (i) qualifies for a mortgage to purchase the Home or (ii) purchases the Home in cash, (b) either you or the new owner pays Vivint Solar a \$250.00 credit check exemption fee and (c) the new owner agrees in writing to be bound by all of the terms and conditions set forth herein; or
- (iii) Will be deemed to have terminated this Agreement and Vivint Solar may exercise its rights under Section G(10) if:
 - 1. You sell or otherwise transfer your interest in the Home without either purchasing the Solar System or assigning this Agreement to the new owner in accordance with the terms of this Section, or
 - 2. The new owner refuses to assume the Agreement.

b. Assignment of Agreement.

- (i) Vivint Solar may, without your consent, assign, lease, sublease, or transfer the Solar System and this Agreement, along with all rights and obligations hereunder, to any third party (each, an "Assignee"), for any purpose, including without limitation, collection of unpaid amounts, financing of the Solar System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of Vivint Solar's assets to another entity, provided however all obligations of Vivint Solar, including without limitation warranty obligations, shall remain the obligation of Vivint Solar or the Assignee.
- (ii) If Vivint Solar assigns the Agreement, Vivint Solar will continue to operate and maintain the Solar System until you receive written notice otherwise. Vivint Solar requests a minimum of fifteen (15) days' prior written notice if you wish to transfer this Agreement pursuant to Section G(5)(a)(i) or (ii).
- (iii) All assignments shall be made in writing. Inquiries and notices regarding assignment shall be directed to you at the Home and shall be directed to Vivint Solar at the address set forth in Section G(12).

c. Foreclosures.

- (i) If foreclosure proceedings are filed involving the Home, you shall be in default of the Agreement pursuant to Section G(10) and the Agreement shall terminate without notice to you and Vivint Solar may exercise any of its remedies, including but not limited to removal of the Solar System.
- (ii) Fannie Mae and Federal Housing Finance Agency Guidance for foreclosures. The Federal Housing Finance Agency (FHFA) is the conservator of and responsible for ensuring that the lending agencies Fannie Mae and Freddie Mac serve as a reliable source of liquidity and funding for housing finance.
 - 1. For all property financed by a Fannie Mae loan, FHFA guidelines require, and you and Vivint Solar (as applicable) agree:
 - (i) That the Home will remain connected to your Utility for the Initial Term and any Renewal Terms.
 - (ii) That in the event the Home is foreclosed upon, the lender shall have the discretion to:
 - 1. Terminate the Agreement and require Vivint Solar to remove the Solar System;
 - 2. Assume your obligations under the Agreement without payment of any transfer or similar fee; or
 - 3. Terminate the Agreement and enter in to a new agreement with Vivint Solar under terms no

less favorable than the original Agreement.

2. Vivint Solar agrees not to be named loss payee (or named insured) on your insurance policy/ies covering the Home.
3. Review the Fannie Mae Selling Guide effective November 3, 2015, Section B2-3-04, available at www.fanniemae.com, for more information.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(5).

Agreed and accepted by:

^{DS}

Initials

- d. Refinancing. If you refinance your Home, Vivint Solar will provide reasonable cooperation in connection with the refinancing at no cost to you, including removing and refileing any UCC financing notice or completing any document that your lender may reasonably request be completed regarding the existing obligations under this Agreement.

6. Insurance

- a. Vivint Solar is responsible for insuring the Solar System against all damage or loss. Vivint Solar currently carries and shall maintain the following insurance during the Term of this Agreement:
 - (i) Insurance covering damage to and theft of the Solar System;
 - (ii) Commercial general liability insurance ("CGL") and workers' compensation insurance underwritten by Axis Specialty Europe (Policy No. 3776500119ES).
 - (iii) Worker's compensation insurance for all employees.
- b. Upon damage or destruction of the Solar System, you will not be entitled to receive or retain any insurance proceeds. Vivint Solar will insure the Solar System against all damage or loss unless such damage or loss is due to your gross negligence or willful damage of the Solar System. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the Solar System as necessary to restore it to good working condition.
- c. During the Initial Term of this Agreement you agree to carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of Vivint Solar. It is your responsibility to determine whether installation of the Solar System will impact your existing coverage and if additional insurance is required.
- d. Vivint Solar requires its Installation Partners to maintain the following insurance coverages:
 - (i) Workers compensation, subject to statutory limits;
 - (ii) Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence;
 - (iii) Commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate;
 - (iv) Commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million (\$1,000,000) dollars per accident;
 - (v) Excess liability insurance with a limit of one million (\$1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and
 - (vi) Any other insurance required by applicable laws or regulation.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(6)

Agreed and accepted by:

^{DS}

Initials

7. Limitations of Liability

VIVINT SOLAR MAY BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED ONE MILLION US DOLLARS (\$1,000,000.00). THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER THE LAWS OF THE STATE IN WHICH YOUR HOME IS LOCATED, WHICH YOU SHOULD CONSULT. VIVINT SOLAR IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS VIVINT SOLAR, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY VIVINT SOLAR FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, VIVINT SOLAR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

8. Limitations on Damages

IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANYONE FOR LOSS OF PROFITS, DAMAGES FROM POWER INTERRUPTION OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

9. Force Majeure

Vivint Solar is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" means any event, condition or circumstance beyond the reasonable control of, and not caused by, Vivint Solar's fault or negligence. Force Majeure includes, without limitation, acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the Solar System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

In order to claim Force Majeure as a reason for non-performance, Vivint Solar must give you notice within fourteen (14) days following its occurrence and estimate how long it will last and what the potential impact is on the Agreement. If Vivint Solar claims Force Majeure, it must:

- a. make reasonable attempts to continue to perform under the Agreement;
- b. quickly take action to correct the problem caused by the Force Majeure;
- c. make reasonable efforts to limit damage to you; and

- d. notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

10. Default and Remedies

a. DEFAULT BY CUSTOMER; VIVINT SOLAR'S REMEDIES:

(i) You will be in default under the Agreement if:

1. You terminate this Agreement under Section G(5)(a)(iii);
2. You provide any false or misleading financial or other information to obtain this Agreement;
3. You assign, transfer, or encumber this Agreement or any part of the Solar System without Vivint Solar's prior written consent;
4. You make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or vacate or abandon the Home;
5. Foreclosure proceedings are filed involving the Home;
6. You fail to (1) provide us with the information, approvals or reasonable access to the Home we need in order to connect the Solar System to the electrical grid or perform any maintenance or repairs set forth in this Agreement, or (2) make a payment when due, and, in either case, you fail to correct the problem in ten (10) days of notice being provided to you.
7. If you fail to perform any other material obligation that you have undertaken in this Agreement, including doing something you have agreed not to do, and such failure continues beyond a period of fourteen (14) days after you receive notice of such failure.

(ii) If any events described in Section G(10)(a)(i) occur, Vivint Solar may, upon notice to you, exercise one or more of the following remedies, in its sole discretion:

1. Vivint Solar may terminate the Agreement;
2. Vivint Solar may, subject to any cure rights provided herein or under applicable law, have the right to disconnect the Solar System and/or remove the Solar System in a reasonable manner, provided that Vivint Solar shall restore the roof of the Home to a sound, watertight and architecturally-consistent condition in connection with any removal of the Solar System. We will provide at least ten (10) days' advanced written notice of our intent to disconnect the Solar System;
3. Vivint Solar may require you to pay Vivint Solar a termination payment equal to the Prepayment of all future Monthly Payments during the Initial Term ("Make Whole");
4. If, as a result of your default, Vivint Solar removes the Solar System, then in addition to the Make Whole payment, you will be obligated to pay Vivint Solar an amount equal to the value of any Incentives that Vivint Solar must return as a result of such removal;
5. Vivint Solar may exercise any other remedies available to Vivint Solar at law or in equity.

- b. VIVINT SOLAR'S DEFAULT; YOUR REMEDIES. In addition to any other remedies you have under this Agreement, if Vivint Solar (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after we receive notice of such failure (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to (1) purchase the Solar System as set forth in Section G(4), or (2) terminate this Agreement and request removal of the Solar System, at Vivint Solar's expense, from the Premises,

provided that such removal shall be performed in all instances within ninety (90) days of the termination of this Agreement and only by the Vivint Solar or its third party contractors and in accordance with this Agreement, and/or except as explicitly provided in this Agreement, exercise any other remedy provided under applicable law or regulation. In the event that you elect to have Vivint Solar remove the Solar System, Vivint Solar shall restore the roof of the Home to a sound, watertight and architecturally-consistent condition in connection with such removal of the Solar System.

11. Dispute Resolution; Arbitration; Class Action Waiver

This Section sets forth the procedure for resolving disputes related to this Agreement (the "Dispute"). Unless otherwise agreed in writing, the Parties agree to continue to perform each Party's respective obligations under this Agreement during the course of the resolution of the Dispute.

- a. **INFORMAL DISPUTE RESOLUTION.** The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(12) of the Agreement. Vivint Solar will send a written notice of Dispute to the Home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Vivint Solar may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in the Solar System's installation or performance, you must allow us to visually inspect the Solar System and obtain or download pertinent performance data from the Solar System.
- b. **ARBITRATION.** IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO THE HOME. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.
- c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Vivint Solar will pay the costs for initiating arbitration proceedings whether you or Vivint Solar prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Vivint Solar will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial district of the Home, unless you and Vivint Solar agree to another location in writing. In order to initiate arbitration proceedings, you or Vivint Solar must take the following actions:
 - (i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.
 - (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
 - (iii) Send one copy of the demand for arbitration to the other Party. You and Vivint Solar agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested,

at your billing address and Vivint Solar's principal executive office, respectively.

- d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit www.jamsadr.com, or call 1.800.352.5267.
- e. **CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR VIVINT SOLAR MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

Your initials indicate that you have read, understood and accepted the provisions set forth in this Section G(11).

Agreed and accepted by:

 (Initials)

12. Written Notice & General Correspondence

All notices, demands or requests related to this Agreement must be in writing and will be sent to the Customer at the Home's mailing address or email address identified under your signature to this Agreement. We will primarily use email to communicate with you, unless you request correspondence solely via first class mail. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

Correspondence, notices, demands or requests should be sent to Vivint Solar

at: c/o Vivint Solar Developer, LLC.
Attn: Legal Department
1800 W Ashton Blvd.
Lehi, UT 84043
Phone: 877.404.4129
Email: help@vivintsolar.com

- 13. **Governing Law.** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which the Home is located, without regard to any conflicts of laws principles thereof.
- 14. You agree that Vivint Solar has the right to periodically check your consumer credit report. Vivint Solar may report information about your performance under this Agreement to consumer reporting agencies. Late payments, missed payments or other defaults hereunder may be reflected in your credit report.
- 15. You agree that Vivint Solar has the right to obtain photographic images of the Solar System and the Home, and to use such photographic images for internal and quality control purposes. Vivint Solar will not use photographic images of the Solar System or the Home in its marketing and promotional materials without first obtaining your express written approval.
- 16. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 17. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.
- 18. **Entire Agreement.** You agree that this Agreement constitutes the entire agreement between you and Vivint Solar. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

G. Notices of Right to Cancel

1. WE MAY REVOKE OUR OFFER TO ENTER INTO THIS AGREEMENT IN OUR SOLE DISCRETION IF YOU DO NOT ACCEPT, SIGN AND SEND THE AGREEMENT TO US BY THE TENTH (10TH) CALENDAR DAY AFTER THE DATE WE PRESENT IT TO YOU.

YOUR INITIALS BELOW INDICATE THAT YOU:

- Are eighteen (18) years of age or older;
- Have signed a contract to purchase the Home from the Builder and will become the owner of legal title to the Home upon close of escrow;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms (including, without limitation, the Auto-Pay discount);
- Have understood that Vivint Solar has the right to check your credit;
- Acknowledge that you are responsible for making all payments under the terms of a 25 -year Agreement;
- Acknowledge that Vivint Solar will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your Utility;
- Acknowledge that the Solar System is owned by Vivint Solar Developer, LLC and/or its affiliates;

Agreed and accepted by:

 (Initials)

[Signature Page Follows]

By signing below, you acknowledge that you have reviewed and received a complete copy of the Agreement without any blanks. Such Agreement shall be the complete understanding between the Parties.

VIVINT SOLAR DEVELOPER, LLC

Signature: _____

Print Name: _____

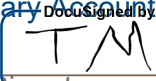
Date: _____

Title: _____

Federal Employer Identification Number: 80-0756438

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO VIVINT SOLAR DEVELOPER, LLC
NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE
NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

Customer
Primary Account Holder

DocuSigned by:

Signature
March 18, 2022 | 1:39 PM PDT
Date

Secondary Account Holder (Optional)

DocuSigned by:

Signature
Jacqueline Christine Mandler
Print Name

Email Address*: tmandler@gmail.com

Mailing Address: 28305 Heather Green Way

Menifee

CA

92584

Phone: (631) 278-3590

*Email addresses will be used by Vivint Solar for official correspondence, such as sending monthly bills or other invoices.

Sales Consultant

By signing below I acknowledge that I am Vivint Solar accredited, that I presented this agreement according to the Vivint Solar Code of Conduct, and that I obtained the homeowner's signature on this agreement

DocuSigned by:

Signature
Sara Bright
Print Name
62842

Vivint Solar ID number

115618 SP

State Sales Registration Number

Exhibit A

Monthly Payment Schedule and Prepayment Pricing

Each Monthly Payment shown below is for the previous year. Each of your first 12 Monthly Payments will be in the amount of \$ 115.27. The Monthly Payments shall increase by 2.9 % annually during the Initial Term of the Agreement (the "Annual Increase"), effective as of the Monthly Payment that covers any calendar month that includes an anniversary of the In-Service Date (and such increase would not apply to any part of a Monthly Payment that covers the days in a calendar month leading up to an anniversary of the In-Service Date).

The Monthly Payments shown below are before any applicable taxes and include a \$7.50 discount for paying through Automated Clearing House (ACH) withdrawal. If you do not elect automatic payment through ACH withdrawal from your checking or savings account, you will not receive this discount and each monthly payment will be \$7.50 greater. For simplicity, the table below is based on the assumption that the In-Service Date will occur on the first day of the month.

As specified below, Vivint Solar will issue you a refund if Actual Output is less than Guaranteed Output to date. Please see Section D of the Agreement for additional information, including certain limitations.

Year	Monthly Payment (including the Annual Increase)*
1	\$ 115.27
2	\$ 118.61
3	\$ 122.05
4	\$ 125.59
5	\$ 129.23
6	\$ 132.98
7	\$ 136.84
8	\$ 140.81
9	\$ 144.89
10	\$ 149.09
11	\$ 153.41
12	\$ 157.86
13	\$ 162.44
14	\$ 167.15
15	\$ 172.00
16	\$ 176.99
17	\$ 182.12
18	\$ 187.40
19	\$ 192.83
20	\$ 198.42
21	\$ 204.17
22	\$ 210.09
23	\$ 216.18
24	\$ 222.45
25	\$ 228.90

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met
2	\$ 16023.03	\$.1595
4	\$ 31886.23	\$.1689
6	\$ 47591.19	\$.1788
8	\$ 63139.50	\$.1893
10	\$ 78532.72	\$.2005
12	\$ 93772.39	\$.2123
14	\$ 108860.04	\$.2248
16	\$ 123797.19	\$.2380
18	\$ 138585.34	\$.2520
20	\$ 153225.98	\$.2668
22	\$ 167720.58	\$.2825
24	\$ 182070.60	\$.2991
25	\$ 189191.84	\$.3078

*These Monthly Payments assume an Annual Increase of 2.9 %

^At any time, you may prepay the balance of your estimated obligations under this Agreement. Please see Section B for additional information.

After the Initial Term, if this Agreement is renewed in accordance with Section G(1), Vivint Solar shall, on each anniversary of the In-Service Date, establish a new price per kWh that is equal to ten percent (10%) less than the "average cost of electric energy" as established by your Utility or its successor. "Average cost of electric energy" shall be the price you would otherwise pay for electric energy to your Utility or its successor for the 12 months preceding the start of each Renewal Term.

Please note that Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted. Projected savings from the Solar System are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

Agreed and accepted by:


(Initials)

**EXHIBIT B
LEGAL NOTICES**

LEGAL NOTICE FOR CALIFORNIA HOME IMPROVEMENT CONTRACTS

MECHANICS LIEN WARNING

(Calif. Business & Professions Code §7159(e)(4))

MECHANICS LIEN WARNING: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20 day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may pay twice, or face the forced sale of your home to pay what you owe.

By signing below, ^{PS} I acknowledge receipt of the foregoing legal notice.

Customer Initial: _____

Vivint Solar Signature: _____

INFORMATION ABOUT CONTRACTORS' STATE LICENSE BOARD (CSLB)

(Calif. Business & Professions Code §7159(e)(5)).

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov.

Call CSLB at 1-800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

By signing below, you acknowledge receipt of the foregoing legal notice.

Customer Initial: 

Vivint Solar Signature: _____

CALIFORNIA - DISCLOSURES

1. Mechanics' Lien Warning. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. you will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Website at www.cslb.ca.gov or call CSLB at 800.321.2752. REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe. Pursuant to the terms of this Agreement, if you fail to make any payment when due hereunder, we may file a lien on your Property.

2. Mechanics' Lien Removal. Upon satisfactory payment being made for any portion of the work performed, we, prior to any further payment being made, shall furnish to you a full and unconditional release from any potential lien, claimant claim or mechanics' lien authorized pursuant to Section 8400 and 8404 of the for that portion of the work for which payment has been made.

3. Disclosure of Personal Information To Third-Parties For Direct Marketing Purposes. You have the right to request and obtain from us once per year, free of charge, information about any personal information we disclosed to third parties for direct marketing purposes in the preceding calendar year, in accordance with CA Civil Code § 1798.83. If you would like to make such a request, please submit your request in writing to: Online Privacy Coordinator, Vivint Solar Legal Department, 1800 W Ashton Blvd, Fifth Floor, Lehi, Utah 84043.

4. Note About Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. We are not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a Change Order is not enforceable against you as the buyer unless the Change Order also identifies all of the following in writing prior to commencement of any work covered by such Change Order: (i) the scope of work encompassed by such Change Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the order will make in the progress payments or the completion date. Our failure to comply with the requirements of this paragraph does not preclude the recovery

of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Pursuant to the terms of this Agreement, the initial design and installation of the System shall be done at our sole cost and expense, and the above notice does not apply to such work.

5. Information About the Contractors' State License Board (CSLB). The CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: VISIT: CSLB's website at www.cslb.ca.gov; CALL: CSLB at 800.321.2752; WRITE: CSLB at P.O. Box 26000, Sacramento, CA 95826. Vivint Solar Developer, LLC (EIN: 80-0756438) is a licensed contractor in California, C-46 Contractor License No. 973756. For information about our licenses please visit <http://www.vivintsolar.com/licenses>.

6. Notice of Independent Energy Producer Contract. You acknowledge and agree that We will record a "Notice of an Independent Solar Energy Producer Contract" along with the property records to Your Property with the county recorder's office, pursuant to California Public Utilities Code § 2869.

7. Manufacturer Warranties. In addition to the solar panel manufacturer warranties described in the agreement, the other System components carry a minimum manufacturer's warranty of ten (10) years against defects or component breakdowns.

8. Incentives. Subject to the terms of the Agreement, we will keep the System operational for the entire expected duration of any performance-based incentive paid by your Utility. If the System fails to remain operational during such period, then we may have to reimburse the Utility on a pro-rated basis for the applicable portion of the incentive received during which period the System was not operational. If the reason for such non-operation is due to your failure to comply with the Agreement, including any Customer Default, then you shall reimburse the Utility (if required) on a pro-rated basis for the applicable portion of the incentive received during which period the System was not operational.

9. Automatic Renewal. THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL PROVISION IN SECTION G(1) OF THE AGREEMENT. IF YOU DO NOT NOTIFY US OF YOUR CHOICE UNDER SECTION G(1) **BY SENDING A WRITTEN NOTICE TO US** EITHER BY EMAIL AT HELP@VIVINTSOLAR.COM OR BY U.S. MAIL AT OUR ADDRESS FIRST SET FORTH ABOVE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE TERM, THEN (UNLESS WE ELECT TO TERMINATE THIS AGREEMENT) THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS, AT TEN PERCENT (10%) LESS THAN THE THEN-CURRENT AVERAGE RATE CHARGED BY YOUR UTILITY UNTIL YOU NOTIFY US IN WRITING OF YOUR ELECTION TO CANCEL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE RENEWAL TERM.

EXHIBIT C

Payment Forms

As a Vivint Solar customer, you agree to pay your monthly bill with recurring automatic electronic payments. If you choose not to select the automatic payment option, then you will lose the discount set forth in Section B and Exhibit A, and you will be required to pay your monthly Vivint Solar bill by check drawn on a US bank account or by money order.

You will receive all invoices via email unless you contact Vivint Solar directly by phone at 877-404-4126 or by email at help@vivintsolar.com to request invoices be sent through the US mail.

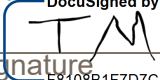
ACH Deposit Form

BY ACCEPTING THE TERMS AND CONDITIONS FOR RECURRING PAYMENTS BELOW AND CONDITIONS AND ENROLLING IN THE AUTOMATIC ELECTRONIC PAYMENT OPTION, YOU ARE AUTHORIZING VIVINT SOLAR TO AUTOMATICALLY DEDUCT YOUR MONTHLY INVOICE AMOUNT FROM THE BANK ACCOUNT YOU HAVE DESIGNATED. VIVINT SOLAR WILL ADVISE YOU BY MONTHLY INVOICE OF THE AMOUNT AND DATE OF THE PAYMENT THAT WILL BE AUTOMATICALLY DEBITED.

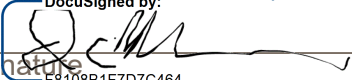
1. Vivint Solar will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution notice of at least three business days before the scheduled transfer date. If you inform Vivint Solar that an error exists on your statement, Vivint Solar will attempt to correct that error prior to your next statement to the extent permitted by law. Vivint Solar shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement or due to any delay in the actual date on which your account is debited.
2. If any changes occur in the information on your application, you must immediately notify Vivint Solar in writing of such changes. If Vivint Solar incurs charge-back fees as a result of inaccurate information you provide, then Vivint Solar shall bill you for those fees.
3. If you either do not notify Vivint Solar in writing of such changes or do so in an untimely fashion, Vivint Solar shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Vivint Solar's sole liability to you shall be Vivint Solar's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account or is charged to your check) will be no earlier than three (3) days before the invoice due date.
4. You agree to ensure that there are sufficient funds in your designated account on the settlement date to pay the amount of the debit. If Vivint Solar incurs charge-back fees as a result of insufficient funds in your designated account, then Vivint Solar shall bill you for those fees.
5. Vivint Solar reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either Party may terminate this arrangement at any time by giving the other Party written notice reasonably in advance of the date of termination or any scheduled settlement date. You may also terminate this arrangement by calling Vivint Solar Customer Care at 1-855-478-6786 or by changing your billing preference in the Vivint Solar Customer Portal. Termination shall not prevent a debit transaction authorized before any notice of termination and does not terminate the Agreement or your obligation to make payments as required by the Agreement.
6. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer. You are responsible for any fees your financial institution may charge for these electronic payments.
7. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.
8. You represent to Vivint Solar that all persons whose signatures are required to withdraw funds from the above referenced account have executed this ACH Deposit Form.

By my signature below, I authorize automatic electronic payments and accept these Terms and Conditions and acknowledge that I will receive a separate electronic request to securely enter my bank account information.

Primary Account Holder

DocuSigned by:

 Signature
 F8108B1F7D7C464...
 March 18, 2022 | 1:39 PM PDT
 Date

Secondary Account Holder (Optional)

DocuSigned by:

 Signature
 F8108B1F7D7C464...
 Jacqueline Christine Mandler
 Print Name

Check/Money Order Deposit Form

Vivint Solar customers paying Deposits or Monthly Payments by check or money order must (i) enclose this document with each payment and (ii) include your Vivint Solar Customer ID number in the memo line of your check.

Please send payments to: Vivint Solar Developer, LLC
PO Box 4589
Portland, OR 97208

Customer Name: _____
Customer/Proposal ID #: _____

Customer Address: _____

Amount Enclosed: \$ _____

Description of Payment: ☐ Deposit
☐ Initial Payment
☐ Monthly Payment
☐ January
☐ February
☐ March
☐ April
☐ May
☐ June
☐ July
☐ August
☐ September
☐ October
☐ November
☐ December

Date: _____

Notes _____

For Accounting Purposes Only

Account Coding: _____

Fund: _____

EXHIBIT D

Data Usage and Disclosure

This Exhibit E describes the circumstances in which and purposes for which we may use or disclose Data.

- a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the Solar System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).
- b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to You (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by:

 ^{DS}
(Initials)

REQUIRED FOR NEW HOMEOWNERS WITHOUT REQUISITE BILL HISTORY

SYSTEM SIZING DISCLOSURE

Vivint Solar requires that customers have 12 months of electricity bill history in their current home to ensure accurate system sizing. Because you are a new homeowner and do not have 12 months of electricity bill history in your current home, Vivint Solar has sized your system using average data from its existing customer base or best practices for New Home construction energy modeling and/or policies.

By initialing below you acknowledge that:

- Vivint Solar has sized this Solar System without obtaining information regarding your specific electricity consumption, typically based on 12 months of electricity bill history.
- The Solar System may not be sized to offset an optimal portion of your future electricity consumption, and/or may produce more electricity than you consume.
- You are responsible for paying Vivint Solar for all electricity produced by the Solar System, even if the Solar System produces more electricity than you consume.

Although Vivint Solar has sized the Solar System using available data, Vivint Solar and its sales partner have made no promises or representations to you that the Solar System is appropriately sized to save you money or cause you to use less utility power than you otherwise might use.

Agreed and accepted by:

 (Initials)