Draft v1

New York Electric and Solar Products Purchase and Commercial Improvement Agreement

This New York Electric and Solar Products Purchase and Commercial Improvement Agreement ("Agreement") is made and entered into by and between the person(s) identified below on the Price Sheet as the customer or customers ("you", "Customer") and New York Electric & Solar, LLC ("New York Electric and Solar", "Installer", "we" "us" or "our"). The Agreement incorporates the (1) below Price Sheet, (2) Energy Products Purchase & Commercial Improvement Agreement Terms & Conditions, (3) Notice of Cancellation, and (4) statutory notices. The Agreement is effective on the date signed by you.

(1)PRICE SHEET

Provider and Installer	**Sales Representative**
New York Electric and Solar 816 W Genesee St, Skaneateles, NY 13152 (833) 704-7336	Name: Matthew Beane Number: 813-416-5912 Email: mbeane@nyelectricandsolar.com
Customer(s) Name: Town of Ulysses Telephone Number: _____ Name: _____ Telephone Number: _____	**Installation Address** Town of Ulysses 3888 Colegrove Rd Trumansburg NY 14886

Energy Products and Contract Price

Products: Please see Appendix A	PV Modules: $ 28,249.20 Inverter: $ 18,832.80 Balance of System: $ 9,416.40 Engineering/Permitting (includes site survey): $ 4,708.20 Installation (includes T2 if applicable): $ 32,957.40
Finance Option: Cash	Total System Cost: $94,164 (Before NYSERDA Incentive)

If you are financing your System through one of our financing partners, the timing and amount of your payments (and any applicable interest accrued) will be subject to the terms and conditions of your agreement with your financier. If your financier fails to make a payment on your behalf, or your financing is terminated by you and your financier, you will remain obligated to pay the Contract Price.

Customer Initial(s): _____

1. **DC Wattage for the System:**

Number of PV Panels	(x) Standard Rating (DC Watts)	(=) Total (Nominal) DC Watts
56	590	33,040

2. **NYSERDA Incentive:**

NYSERDA Incentive Rate	(x) Total System DC Watts	(=) Total NYSERDA Incentive
$0.25/W	33,040	$8,260

3. **System Cost After NYSERDA Incentive:**

Total System Cost	(-) NYSERDA Incentive	(=) Total Contract Price
$94,164	$8,260	$85,904

4. **Contract Price Breakdown**

Contract Price	(-) Estimated Tax Credits/Incentives	(=) Net Project Price
$94,164	$136,509	-$42,345

5. **Installation of the System:**

System Type	Net Metering (Y/N)	Battery (Y/N)	Mounting Type
Grid Tied	Y	N	Ground

6. **Estimated Annual Output:**

Estimated Annual Output in kWh	43,546 kWh

The Installer has calculated that the combined losses from tilt, azimuth, and shading for the Solar System result in a total loss of 10% or less. Customer understands that the System output is dependent upon climatic conditions, which are naturally variable, and, therefore, the actual output of the System over any consecutive twelve (12) month period may be higher or lower than the Estimated Annual Output stated above. The Customer understands that changes to the system design will change this annual expected energy output. The Installer guarantees the System will generate at least 90% of the expected annual energy output during the workmanship warranty period, subject to the exclusions listed in the Warranty Exclusions below.

7. **Payment Schedule**

Please see Appendix A

Customer Initial(s): _____

Estimated First-Year Production: 43,546 kWh

Annual Electric Offset: See Appendix A

Approximate Installation Start Date: The later of 5/03/2027 or The Towns approval

Approximate Completion Date: – Completion by December 31, 2027

You, the buyer, may cancel this transaction at any time before midnight of the 3rd business day after the date of this transaction. See the attached Notice of Cancellation for an explanation of this right.

Customer Signature(s)	New York Electric and Solar
_____	_____
Name:	Name:
Date:	Title:
	Date:
_____	
Name:	
Date:	

You are entitled to a complete copy of the Agreement, signed by you and New York Electric and Solar, before any work may be started.

Customer Initial(s): _____

Scope of Work Definitions: New York Electric and Solar will install a turnkey 33. 04 kW ground mount solar system at The Town of Ulysses: 3888 Colegrove Rd Trumansburg NY 14886

- (1) SolarEdge 50 kW Inverter
- (56) CSI Solar Co., Ltd. CS6.2-66TB-HR 590 W
- IronRidge Ground Mount System
- The proposed array is 1,628.22 sq ft. In compliance with towns 2000 sq. ft. limit
- Full AC and DC wiring
- Ensure current electrical service / infrastructure can support the solar PV system
- Design system to work in conjunction with current leased barn system
- Handle and submit all pre-installation (interconnection, engineering, permitting) and post-installation (inspections, interconnection) paperwork and documentation
- Perform quality control, turn over construction quality control documentation from installation process (a text and photo report will be published and turned over at the conclusion of project completion)
- Turn over as built construction plans
- Will complete witness testing and system functionality with Town designated personnel
- Conduct final project walkthrough for turnover and acceptance
- Will maintain documentation for the Town to apply for Direct Pay ITC, if necessary

Additional 2 year O&M Support (included)

- 1 extra pallet of modules kept on-site
- 1 spare inverter kept on-site
- NYES will maintain 12 year inverter warranty
- NYES will maintain 30 year solar module warranty

O&M Service Plan Includes the Following:

- System production guarantee for 50 of 52 weeks per year (Up to 90% of expected output. Excluding force majeure, grid unavailability)
- Active system monitoring through the SolarEdge Monitoring Portal (Dedicated NYES personnel)
- 24 hour priority service response time
- Preventative maintenance (2 physical site inspections/ year performed by NYES certified technicians)
- Covers truck rolls for any visits outside of the semi-annual inspections
- New York Electric and Solar processes all solar equipment warranty claims, and will replenish on-site spare material
- 100% NYES solar asset management
- 20% Discount on any non-warranty parts or material

Payment Milestones:

Phase 1:

Milestone: Engineering/Interconnection/Permitting Deposit: **$9,416.4 (Due upon signing)**

Phase 2:

Milestone: Material Procurement: **$37,665.60**
Milestone: Mobilization: **$4,708.20**
Milestone: Structural Install Complete: **$10,985.8**
Milestone: DC Electrical Complete: **$10,985.8**
Milestone: AC Electrical Complete: **$10,985.8**
Milestone: Final Acceptance/Retainage: **$9,416.40**

Total Cost: 94,164

Optional Annual O&M Services Renewal Package (Starting year 3): **$2,500 annually**

Renewal Package will include the following:

- 1 preventative maintenance visit per year
- 24/7 Monitoring
- priority service response time
- 20% discount on non warranty materials
- No truck roll outside of our one visit per year (any additional hour will be billed as above)
- Maintain a service record to ensure those warranties stay in tact and process all warranty claims as needed

Add Alternate:
Will increase the size of the solar array to meet the 2,000 Sq. Ft. Threshold upon Town's request once NYSEG connectivity and unknown costs have been assessed

- Number of panels increased to (70)
- System size increased to 41.4 kW
- Total System Cost increased to: $117,990

Appendix A

ULYSSES | ENERGY GAP & REMOTE CREDITING

Projected gross Town use, after Barn electrification	85,897
Existing rooftop PV generation	42,349
Annual energy gap for new array	43,548

Meter	Projected annual net energy need (kWh)
Town Barn (host)	13,024
Town Hall	27,908
Street lights	2,363
Cayuga Nature Center light	253
Total	43,548

New array estimated annual output	43,546

Estimated remote credits generated ($)	3,723

Recipient	Share of exported-credit dollars	Estimated allocated credits ($)
Town Hall	90.0%	$3,350.86
Street lights	9.0%	$335.09
Cayuga Nature Center light	1.0%	$37.23
Total remote credits	100.0%	$3,723.18

Appendix A

MONTHLY NEW ARRAY OUTPUT & REMOTE CREDIT ALLOCATION

Town Hall share	90.0%
Street lights share	9.0%
Cayuga light share	1.0%

Month	New PV estimate (kWh)	Est. Barn on-site share	Est. Barn on-site kWh	Est. Exported kWh
January	2,215	10.0%	222	1,994
February	3,015	10.0%	302	2,714
March	3,734	10.0%	373	3,361
April	4,360	10.0%	436	3,924
May	4,794	10.0%	479	4,315
June	4,547	10.0%	455	4,092
July	4,890	10.0%	489	4,401
August	4,719	10.0%	472	4,247
September	4,223	10.0%	422	3,801
October	3,103	10.0%	310	2,793
November	1,832	10.0%	183	1,649
December	2,114	10.0%	211	1,903
Annual total	**43,546**		**4,355**	**39,191**

MONTHLY NEW ARRAY OUTPUT & REMOTE CREDIT ALLOCATION CONT.

Est. VDER $/export kWh	Est. Remote credits ($)	Est. Town Hall ($)	Est. Street lights ($)	Est. Cayuga light ($)
$0.0950	$189.38	$170.44	$17.04	$1.89
$0.0950	$257.78	$232.00	$23.20	$2.58
$0.0950	$319.26	$287.33	$28.73	$3.19
$0.0950	$372.78	$335.50	$33.55	$3.73
$0.0950	$409.89	$368.90	$36.89	$4.10
$0.0950	$388.77	$349.89	$34.99	$3.89
$0.0950	$418.10	$376.29	$37.63	$4.18
$0.0950	$403.47	$363.13	$36.31	$4.03
$0.0950	$361.07	$324.96	$32.50	$3.61
$0.0950	$265.31	$238.78	$23.88	$2.65
$0.0950	$156.64	$140.97	$14.10	$1.57
$0.0950	$180.75	$162.67	$16.27	$1.81
	$3,723.18	**$3,350.86**	**$335.09**	**$37.23**

(2)Energy Products Purchase & Commercial Improvement Agreement
Terms & Conditions

1. **Purchase.** You agree to purchase (a) the products described in the Price Sheet ("Products") and (b) installation of the Products by New York Electric and Solar, its affiliated companies, or its subcontractors ("Installation Services") at the Installation Address identified in the Price Sheet. We agree to sell you the Products and furnish the Installation Services at the Installation Address identified in the Price Sheet.

2. **Contract Price.** The Price Sheet shows the price of the Products and the Installation Services ("Contract Price"). The Contract Price is inclusive of all taxes and permitting fees. Any estimates of income tax credits listed on any Solar Proposal previously provided are estimates only. New York Electric and Solar does not guarantee these amounts or your eligibility for the income tax credits. You waive any reliance on our estimates of the amount of the income tax credits.

3. **Changes to Price Sheet.** We will update the Price Sheet if we are required to change any details due to unforeseen circumstances, including but not limited to the unavailability or change in value of any incentive payable to New York Electric and Solar, which New York Electric and Solar assumed in setting the Contract Price. If any of these changes negatively impact you (e.g., your Contract Price increases or your Solar System size or output decreases), we will give you the opportunity to accept or reject the updated Price Sheet before the installation of your Products. If you accept that updated Price Sheet, it will supersede the original Price Sheet.

4. **Installation; Service.** We will contact you to schedule the Installation Services. The Approximate Installation Start Date shown on the Price Sheet is subject to change for any reason including, but not limited to, weather conditions, delays of other jobs, or conditions beyond our control. Installation will be performed by us, our affiliates, or subcontractor. You authorize us, our affiliate or subcontractor to submit on your behalf any permit or interconnection application that is required for your Products. You agree (a) to give us, our affiliate, and subcontractors access to the Installation Address shown in the Price Sheet as scheduled so we can install and service your Products; (b) you are responsible for providing us, our affiliate, and our subcontractor with electric power and water during the installation of the Products at no charge; (c) to obtain permission from adjoining neighbors for us, our affiliate, and subcontractors to access adjoining property if necessary for us to perform and complete the Installation Services; (d) you are responsible, at your expense, for removal, re-installation, and re-positioning of satellite dishes, lightning rods, gutters, and gutter guards.

   Installer agrees to install the System at the Installation Location. Installer agrees that any equipment used for the System shall be new equipment and that any installation shall not commence prior to the approval of Installer's NYSERDA PON-2112 Solar PV Program Incentive Application. Except for any obligations that are explicitly and specifically set forth herein, Installer is responsible for the installation of a fully operational System for Customer that generates and delivers energy to the point of interconnection for use by Customer.
   In connection with the installation of the System, Installer and Customer agree as follows:

Customer Initial(s): _____

i. Installer shall complete all work in compliance with all building codes and other applicable laws, including the New York State Building Code and the National Electrical Code (NEC), and to the extent required by law, the work shall be performed by individuals duly licensed and authorized by law to perform the work;
ii. Installer shall install and initiate operation of the System in compliance with all applicable distributed generation laws and rulings in effect at the time of the installation, but will have no liability for future possible changes to such laws or rulings or their effect on the operation of the System;
iii. All components used by Installer will be UL, CSA, ETL, or similarly listed as required by NEC;
iv. Installer shall obtain, at its own expense, a building permit, if required, and it shall perform all necessary electrical inspections;
v. Upon completion of the installation of the System, Installer will remove all debris accumulated by the installation and rough grade over any excavation work. The grade established will be the approximate grade and slope of the terrain as it was prior to the start of the installation, but be advised that the soil may be coarse and not suitable for planting or mowing. The terrain may have loose rocks and there may be some settling of the earth where trenching was done, around poles or posts, or in areas where any heavy machinery may have been stationed or navigated. Backfill, finish grading, topsoil, fill, leveling, seeding, driveway repair, driveway repaving, wall repair, refinishing and painting are the responsibility of the Customer;
vi. If a lift or other heavy machinery is used as part of the installation of the System, the Installer is not responsible for the backfill or restoration of any ruts or other damage to the terrain or for any damage to any paved or concrete surfaces caused from normal use of such equipment. Backfill, finish grading, topsoil, fill, leveling, seeding, driveway repair, driveway repaving, wall repair, refinishing and painting are the responsibility of the Customer;
vii. The Contract Price, as defined in Section 3, does not include the cost of excavation of any excess rock or bedrock. In the event the System is a ground mount system and excavation is required in order for Installer to install it, Installer shall not perform the work until the Parties have agreed in writing to an equitable adjustment of the Contract Price as compensation for the extra costs that Installer will incur in performing the necessary excavation.

Installer may at its discretion engage subcontractors to perform work hereunder, and Installer will fully pay such subcontractors and in all instances remain responsible for the proper completion of the installation of the System and compliance with this Agreement. Any change orders between the Parties shall be in writing and signed by both the Customer and Installer, and shall be incorporated in and become a part of this Agreement. Customer understands that the System is a Grid-Intertie Photovoltaic Generating System, which is required by state and utility company regulations to disconnect and shut down in the event of a utility or electric grid failure, and the System will not provide back-up power in the event of such a failure. However, the system can provide back-up power in the event of a failure or outage with a back-up battery storage unit.

5. **Extra Work and Change Orders.** You acknowledge and agree that extra work and change orders become part of this Agreement once the order is prepared in writing and signed by you before the commencement of any extra work or work covered by a change order. You may not require us to perform extra or change-order work without providing written authorization before the commencement of work covered by the new change order. Extra work or a change order is not enforceable against you unless the change order also

identifies all of the following in writing before the commencement of work covered by the new change order: (i) the scope of the extra work or change; (ii) the cost to be added or subtracted from this Agreement; and (iii) the effect the extra work or change order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, we shall have the right to substitute System equipment without your agreement, so long as that substitution adds no extra cost to the project and does not materially affect the System's performance. Our failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal and equitable remedies designed to prevent unjust enrichment.

6. **Payment.** By entering into this Agreement, you agree to pay the Contract Price as described in the Price Sheet. We may provide you with combined or separate invoices for each of your Products and Installation Services. Title to Products will transfer to you after we complete installation and we receive payment in full of the Contract Price. This contract offers no provisions for the renewal of this agreement. Your failure to tender the Contract Price as described in the Price Sheet may subject the property located at the Installation Address listed in the Price Sheet to applicable liens by us, our affiliates, or our subcontractors.

7. **Payment Schedule:** As consideration for Installer's installation of the System, Customer agrees to pay to Installer the Contract Price. Payments will follow the schedule laid out in the above price sheet. In the event that the total Contract Price is not paid in accordance with the terms hereof, Installer reserves the right to lock the System in a turned-off, non-functioning position, and pursue any other remedies until full payment is received. We do not charge fees for late payments.

NOTICE: The Installer is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law and that, in lieu of such deposit, the Installer may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return or proper application of such payments to the purpose of this Agreement.

NOTICE: Any contractor, subcontractor, or materialman who provides commercial improvement goods or services pursuant to your commercial improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the commercial improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

8. **Eligibility to Receive NYSERDA Incentive:** The Parties agree and acknowledge that Installer is a NYSERDA Eligible Installer and is eligible to receive the NYSERDA incentive rebate as shown above pursuant to NYSERDA PON-2112. Customer is an electric distribution customer of a local electric provider that contributes to the Renewable Portfolio Standard/System Benefits Charge. Any and all incentive amounts received from the NYSERDA PON-2112 Solar PV Program will be applied in their entirety to Customer's System cost. NYSERDA has represented that incentives will be granted on a first-come, first- served basis, and that it will accept Incentive Applications through December 31, 2024, or until the funds that NYSERDA has available are fully committed, whichever comes first. Installer shall not be liable to Customer in the event that at any time NYSERDA no longer has funds available to grant incentives. Customer bears all risk associated with the availability of NYSERDA funds.

Customer Initial(s): _____

9. **Customer Acknowledgments:**
In connection with the installation of the System, Customer acknowledges and agrees as follows:

i. Customer shall be responsible for any costs associated with bringing any building or structure on which the System will be installed at the Installation Location up to code in order to pass building and electrical inspections and to obtain necessary permits. Customer shall be responsible for any costs associated with structure upgrades required, as determined by Installer, to support the System;

ii. NYSERDA will hold the title to any Renewable Energy Credit ("REC") associated with the System's energy production for the life of the system, pursuant to the terms of the NYSERDA PON-2112 Solar PV Program; and

iii. Installer has permission to take images (including motion picture or still photographs) of the System at the Installation Location for any purposes, including advertising, promotion, and marketing.

10. **Tax Credit Eligibility and Net Metering Compensation for Excess Electricity:** The Customer is responsible for applying for all income tax credits. New York Electric and Solar advises all Customers to consult their tax professional to confirm their eligibility for both the Federal and State Income Tax Credits, as individual tax situations vary. The Estimated Tax Credit figures provided are based upon the maximum credits allowed by law, and New York Electric and Solar does Not Guarantee that this is what the Customer will receive.
The Customer may be eligible to receive compensation from the local utility company for any excess electricity generated by the solar system and exported to the electric grid. The rate at which such compensation is provided is determined by the utility company and may vary over time. At the time of contract execution, this rate may not be definitively known. The Installer agrees to make a reasonable effort to assist the Customer in understanding the applicable compensation structure. This includes providing the Customer with access to publicly available resources and contact information for the relevant utility or regulatory authority, such as the New York State Department of Public Service. The Installer will also direct the Customer to online tools or portals, if available, where current compensation rates or applicable net metering tariffs can be found. The Customer acknowledges that the Installer does not control utility compensation rates and makes no guarantee regarding the future value or availability of such compensation.

11. **NYSERDA Terms and Conditions:** NYSERDA's website www.nyserda.ny.gov contains information on NYSERDA and the funding program under which support for this System will be requested. Customer understands that neither NYSERDA nor the State of New York: (1) endorse any "Eligible Installer," as NYSERDA uses that term, or

(2) guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering, and construction of the project or installation of any of the System is proper or complies with any particular laws, regulations, codes, licensing, certification, and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the System or the adequacy or safety of such measures. NYSERDA will not make any payment of the incentive rebate to Installer without proof that all required permits and approvals have been obtained. The Parties agree to collaborate with NYSERDA's Director of Communications should s/he prepare any press release or plan any news conference related to the System and authorize NYSERDA to use System photographs in brochures, on its website, and in other print materials.

12. **Environmental Financial Incentives and Attributes:** All Environmental Financial Incentives and Environmental Attributes, as those terms are defined below, available in connection with the System, other than those specifically assigned to NYSERDA pursuant to this Agreement, are retained and owned by Installer. Customer shall take all

reasonable measures to assist Installer in obtaining all Environmental Financial Incentives currently available or subsequently made available in connection with the System. If Customer fails to act in good faith in taking actions reasonably requested by Installer, and such failure results in the loss of an Environmental Financial Incentive that would otherwise be available, Customer shall reimburse Installer for the full amount of such lost Environmental Financial Incentive. For purposes of this Agreement, (i) "Environmental Financial Incentive" means the following financial incentives that are in effect as of the date of this Agreement or may come into effect in the future: (a) federal, state, or local tax credits (including investment tax credits arising under the Internal Revenue Service Code and grants in lieu thereof), other tax benefits or grants in lieu thereof (including without limitation the monetization of tax benefits), and (b) all reporting rights with respect to such incentives; and (ii) "Environmental Attribute" means, without limitation: (a) tradable renewable certificates, green e-tags, allowances, reductions, or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to the energy created by the System under a renewable energy emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exist or for which a market may exist at a future time, (b) performance-based incentives, rebates, and any other incentives under any utility's or state's solar program or initiative, and any other incentive, certificate, subsidy, award, grant, or economic benefit, howsoever named or referred to, with respect to any and all fuel, emissions, air quality, energy generation, or other environmental or energy characteristics, resulting from the construction or operation of the System or from the use of solar generation or the avoidance of emission of any gas, chemical, or other substance into the air, soil, or water attributable to the sale of energy generated by the System (other than Environmental Financial Incentives).

13. **Cancellation.** You have the right to cancel this Agreement within 3 business days after signing this Agreement (the "Permissible Cancellation Period") as described in the Notice of Cancellation. If you cancel after the Permissible Cancellation Period but before we begin the Installation Services, you agree to immediately pay us a $5,000 cancellation fee. This cancellation fee is a reasonable estimate of the damage we would incur if you cancel during this period, including but not limited to loss from design and engineering of the system and procurement of equipment, and does not constitute a penalty. If you cancel this Agreement after we begin the Installation Services, you will owe the entire Contract Price.

In the event that (i) Installer fails to submit a completed Incentive Application to NYSERDA, (ii) the Incentive Application is not approved by NYSERDA, (iii) the NYSERDA Incentive received by Installer is less than the amounts provided in Section 5 of Price Sheet above, or (iv) the structural framing of the Installation Location's building does not support the installation of solar panels and ballasts, Customer or Installer may, prior to the start of the installation and at either's sole discretion, terminate this Agreement without penalty, and any payments made by Customer will be refunded by Installer, less any fees and expenses incurred by Installer.

The Parties agree that Customer or Installer may terminate this Agreement with no liability in the event that the local electrical utility denies acceptance of the System's interconnection due to area network restrictions. Customer agrees to use commercially

reasonable efforts to assist Installer in entering into a metering agreement with the ocal electrical utility.

Installer makes no guarantees that NYSERDA will approve the Incentive Application. Installer makes no guarantees that the electrical utility will accept the System's interconnection.

14. **Communication Consent.** You provide prior express written consent for New York Electric and Solar to contact you for any purpose at any telephone number or email address you provide (including, but not limited to, those you provide on the Price Sheet) even if the telephone number is currently listed on, or added in the future to, the National Do Not Call Registry or any state do no call registry(s). Telephone numbers you provide to us include those numbers listed on the Price Sheet and those numbers from which you contact us. Your prior express written consent authorizes New York Electric and Solar to contact you in anyway and by any means, including phone calls and SMS/ MMS messages (such as text messages) with an automated telephone dialing system or with an artificial or pre-recorded voice. You acknowledge that this prior express written consent it not required as a condition of purchase. Carrier charges may apply.

15. **Access to the System:** Customer agrees that it will provide (i) NYSERDA or its representative with reasonable access to the System for inspection purposes, and for any other purposes that NYSERDA deems reasonably necessary, and (ii) Installer or its representatives with reasonable access to the System for inspection and maintenance purposes, and for any other purposes that Installer deems reasonably necessary.

16. **Intellectual Property.** We own all intellectual property rights associated with your Products. We grant you a non-exclusive license to use any embedded software in connection with the operation of your Products only.

17. **Remote Monitoring and Firmware Upgrades.** You agree that New York Electric and Solar may access your Products remotely to monitor performance, perform diagnostics and upgrade firmware up to Permission to Operate (PTO), then it is the customer's responsibility to monitor the system's performance for all work services performed.

18. **Insurance:** Installer represents that it has purchased and has kept in force commercial general liability insurance, commercial automobile liability insurance, and workers' compensation insurance. Installer will provide evidence of this insurance to Customer upon request.

19. **Assignment:** This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors, legal representatives, and assigns as permitted by and in accordance with the terms hereof. Installer may not assign this Agreement without the prior written consent of Customer. In the event of a change in ownership or title of the Installation Location, Customer may assign this Agreement, upon written notice to Installer, to the new owner of the Installation Location, provided that such new owner assumes this Agreement in writing.

Customer Initial(s): _____

20. **Maintenance & Operation:** Customer agrees to maintain the System in proper operating condition in accordance with manufacturer's warranties, as provided by Installer and prudent industry standards. Customer shall report any malfunction as soon as it is noticed to Installer.
For Purchases: Installer does NOT provide a production guarantee and does NOT provide compensation to the Customer for production losses due to system downtime, poor site conditions or any other reason.
For PPA/Leases: Installer warrants a production guarantee for the initial term of the agreement. Customer will be compensated in the case of cumulative degradation in electrical output more than 1% per year from the original rated electrical output for the initial term of the agreement. Installer will cover all labor, repair, and replacement costs of defective components or systems for the initial term of the agreement. Should the Customer sell the property on which the system is located, this production guarantee is fully transferable to the new lessee, consistent with the terms of the agreement. **Batteries:** Storage systems will not power Customers entire property in the case of a power outage. Storage system will draw 100% of charge from the paired system. Storage system will provide backup power for ____ circuits at____ amps. Installer will establish a 20%reserve level for the storage system. Installer will administer and operate the storage system to optimize the customer's energy production and consumption.

21. **Limited Warranties**. The Products and the Installation Services are covered by the following warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH YOUR PRODUCTS AND THE INSTALLATION SERVICES. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, New York Electric and Solar limits the duration of and remedies for such warranties to the duration and remedies described below.**

Solar panels	New York Electric and Solar does not provide a warranty on your solar panels. Your solar panels are covered by a warranty from the manufacturer of the solar panels. New York Electric and Solar will transfer the warranty to you automatically when you pay the Contract Price in full. The manufacturer's warranty is subject to the terms and conditions of the manufacturer's warranty. Subject to the terms and conditions of the manufacturer's warranty, you are responsible for labor costs related to or arising from a claim under the manufacturer's warranty.
Inverter and Battery	New York Electric and Solar does not provide a warranty on your inverter and battery. Your inverter and battery are covered by a warranty from the manufacturer of the inverter or battery. New York Electric and Solar will transfer the warranty to you automatically when you pay the Contract Price in full. The manufacturer's warranty is subject to the terms and conditions of the manufacturer's warranty. Subject to the terms and conditions of the manufacturer's warranty, you are responsible for labor costs related to or arising from a claim under the manufacturer's warranty.
Workmanship	We warrant that (a) our installation workmanship will be free from defects for 5 years from the date of installation (or, in

Customer Initial(s): _____

	the case of main panel or structural upgrades, 5 years from the date those upgrades were performed); (b) our installation workmanship will not invalidate the manufacturer's warranty for your solar panels or inverter; and (c) all roof penetrations we make will be watertight for the longer of 10 years. New York Electric and Solar is not responsible for unforeseen damages caused at the time of installation. The workmanship warranty covers all components of the System against breakdown or degradation in electrical output of more than ten (10) percent from their original rated electrical output. The warranty is limited to full costs of labor, repair or replacement of defective components or sub-systems of the System by Installers or its subcontractors. Requests for warranty services will be responded to within 72 hours and repairs will be completed within 30 days.

22. **Warranty Exclusions.** The "Workmanship" warranty above does not cover any defect caused by (1) events beyond our reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) your failure to properly operate or maintain Products; (3) your failure to keep the Products free from debris, insects, foliage or algae growth; (4) roof leaks caused by ordinary wear and tear, or water entering around a fitting accessory or other material not installed by New York Electric and Solar, (5) any material or equipment connected to Products that was not installed by us; or (6) someone other than New York Electric and Solar installing, altering removing, re-installing or repairing any part of our system. The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into our work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at your commercial, including but not limited to unpermitted conditions, improper electrical wiring, defects in the roof structure that cause it to sag over time, chimney or exhaust vent heights that are reduced by your Solar System, cracked or crumbling masonry, or inadequate attic ventilation; (iii) normal wear and tear deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of your Products; or (iv) theft or vandalism.

23. **Limitation of Liability.** We are not liable to you for any indirect, special or consequential damages arising out of this Agreement. To the extent permitted by law; our aggregate liability to you under this Agreement is limited to the Contract Price. These limitations apply to any liability arising out of any site survey performed by us or our affiliate or subcontractor in condition with this Agreement. Without limiting the foregoing, we shall not be (a) liable for damage to gutters, driveways, sidewalks, lawns, screen enclosures, sprinkler systems, gardens, septic systems, drain fields, shrubbery, flower beds, garage doors, foundations, and other structures and buildings (or portions thereof) as a result of the work performed by us, our affiliates or our subcontractors; (b) responsible for injuries to anyone other than our employees as a result of the work performed by us, our affiliates or our subcontractors; (c) responsible for any damages caused by delays outside of our control including, but not limited to, those delays caused by you, your guests and invitees, other contractor's employed by you, any changes ordered in work, accidents, storms, floods, earthquakes, war, governmental controls, strikes, acts of God, or any other accidental or natural cause; (d) price inflation and increases due to national disasters,

Customer Initial(s): _____

shortages of materials, storms, floods, or any other acts of God.

24. **Unknown Defects.** You acknowledge and agree that there may be existing defects that may only be discoverable once work has commenced. Unless specifically included in the Price Sheet, the cost of labor and materials to repair such defects is not included in the Contract Price.

25. **Breach; Remedies.** If you are in breach of this Agreement, we agree to provide you with notice sent to the Installation Address list in the Price Sheet. You shall then have seven (7) days to remedy the breach(es) listed in the written notice. If you fail to remedy the breach to our satisfaction within seven (7) days of the written notice, New York Electric and Solar may pursue all remedy it has under this Agreement or at law, including termination, suspension of performance, repossession of the Products (if the title has not yet transferred) and collection of all amounts due (including those past due, which will be charged at the maximum interest rate allowed by law). If we are in breach of this Agreement, you agree to provide us with written notice sent to our address listed on the Price Sheet. The written notice shall describe in detail the alleged breach and the alleged damage caused by the alleged breach. We shall then have thirty (30) days to remedy the breach(es) listed in the written notice. If we fail to remedy the breach to your satisfaction within thirty (30) days of the written notice, you may pursue all remedies available to you under this Agreement or at law.

26. **Governing Law; Venue; Integration.** This Agreement shall be interpreted under and governed by the laws of the State of New York. The exclusive venue of any action brought under or related to this Agreement shall be in Onondaga County, New York, and the parties hereto agree to, and waive, all objections to, personal jurisdiction and venue in Onondaga County, New York. Any other terms relating to your Products that are not contained or referred to in this Agreement are not binding on us or you.

27. **Waiver of Jury Trial.** You and us hereby knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any litigation between us including, but not limited to, litigation related to or arising under this Agreement, the Products, or your relationship with us.

28. **Class Action Waiver**. You and we agree, to the fullest extent allowed by law, that you will not pursue any demands, claims, causes of action, or lawsuits against us, our parents, our subsidiaries, our affiliated companies, and any of their respective owners, directors, officers, employees, contractors, representatives, agents, successors and/or assigns on a class-wide basis. You agree to waive your right to bring or participate in a Class against us, our parents, our subsidiaries, our affiliated companies, and any of their respective owners, directors, officers, employees, contractors, representatives, agents, successors and/or assigns.

29. **Collection Fees, Attorney's Fees, and Costs**. In the event a dispute arises between the parties under this Agreement, New York Electric and Solar shall be entitled to recover its costs and attorneys' fees if it is the prevailing party on any of its claims. As used herein, costs and attorneys' fees include those associated with all stages of litigation and arbitration (e.g., pre-suit, trial court level, appellate proceedings, and arbitration proceedings) and any associated litigation, including but not limited to any collection proceedings and/or bankruptcy, insolvency, or similar type proceedings. The parties hereto further agree that

Customer Initial(s): _____

should suit be initiated by us (whether a Complaint or Counter-Claim(s)) and then voluntarily dismissed by us, for whatever reason, you are not a "prevailing party" for the purpose of recovering attorneys' fees or costs as a result of such voluntary dismissal. New York Electric and Solar shall be entitled to recover its collection costs and all other expenses even if those expenses are not associated with litigation.

30. **Acknowledgement of Understanding**. You acknowledge having read this Agreement in full and completely understand all its terms and obligations and enter into this Agreement freely and voluntarily. You acknowledge and agree that you were given an opportunity to seek outside legal counsel concerning this Agreement.

31. **Non-Coercion**. You agree that you were not pressured, misled, or induced to enter into this Agreement based upon any representation by us, our employees, our contractors, or agents, or anyone acting on our behalf. You agree that you entered into this Agreement voluntarily, and after having sufficient opportunity to consult with representatives of your own choosing, and that your agreement is freely provided.

32. **Waiver**. The failure of New York Electric & Solar to insist in one or more circumstances on performance by another in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or the future performance of any such term or condition or any other term or condition of this Agreement unless such waiver is contained in writing signed by the Chief Executive Officer of New York Electric & Solar.

33. **Headings**. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

34. **Construction.** Language in all parts of this Agreement shall be construed as a whole according to its fair meaning. The parties agree that this Agreement is the product of joint authorship, and in the event of any ambiguity, the Agreement shall not be construed against any party.

35. **HEFPA:** The Client may have rights under the New York State Home Energy Fair Practices Act (HEFPA). Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or http://www.dps.ny.gov/complaints.html

36. **Customer Rights:** If you have inquiries and complaints that we are unable to resolve, you have the right to call the Department of Service Helpline at 1-800-324-3377. You may file a complaint on the helpline by following the instructions at http://www.dps.ny.gov/complaints.html

37. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic or facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy, .PDF-format or other facsimile transmission of any signature of a party hereto shall be deemed an original and shall bind such party.

Customer Initial(s): _____

38. **Entire Agreement; Modifications:** This Agreement and NYSERDA's Addendum to Customer Purchase Agreement, which is attached hereto as Schedule A ("NYSERDA Addendum"), Installer's PV System Warranty, which is attached hereto as Schedule B, and Installer's Solar PV System Monitoring Policy, which is attached hereto as Schedule C, comprise the entire Agreement between the Parties and supersedes all other oral and written communications and representations. In the event of a conflict between terms of this Agreement (including any and all attachments hereto and amendments thereof) and the terms of the NYSERDA Addendum, the terms of the NYSERDA Addendum shall control. Customer may, but is not required to, consult an attorney prior to entry into this Agreement.

This Agreement shall bind the respective Parties hereto, their successors, legal representatives, and assigns.
Modifications to this Agreement must be made in writing and signed by the Parties.

Please sign and date below that you agree to these terms:

Customer Signature(s)

_____
Name:
Date:

_____
Name:
Date:

New York Electric and Solar

_____
Name:
Title:
Date:

Customer Initial(s): _____

Customer Acknowledgment Form

Acknowledgment of Independence in Decision-Making

I, _____acknowledge that the decision to move forward with New York Electric And Solar is made independently by me. I understand that the company does not influence or pressure my decision-making process.

Estimates Provided to Customer

I acknowledge that any estimates provided to me by New York Electric And Solar are preliminary and subject to change. I understand that final costs may vary based on a detailed assessment of my home's suitability for solar panel installation and any unforeseen factors that may arise during the project.

Customer's Agreement

By signing this acknowledgment form, I confirm that I have read, understood, and agreed to the terms outlined above. I recognize that New York Electric And Solar is committed to transparency and integrity in all its business practices. I understand that any disputes or claims will be resolved in accordance with the company's policies and applicable laws.

Signature: _____

Date: _____

(3)NOTICE OF CANCELLATION
(New York Electric and Solar Copy)

Date of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (New York Electric and Solar), and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller (New York Electric and Solar) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (New York Electric and Solar) regarding the return shipment of the goods at the seller's (New York Electric and Solar) expense and risk.

If you do make the goods available to the seller (New York Electric and Solar) and the seller (New York Electric and Solar) does not pick them up within 20 days of the date of your Notice of Cancellation, you may return or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (New York Electric and Solar), or if you agree to return the goods to the seller (New York Electric and Solar) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to New York Electric and Solar, Document Receiving, 302 Knights Run Ave #1150, Tampa, FL 33602 NOT LATER THAN MIDNIGHT of the date that is 3 BUSINESS DAYS from the date you signed the Agreement.

I, _____, hereby cancel this transaction on _____.

Customer's Signature: _____

Date: _____

Customer Initial(s): _____

NOTICE OF CANCELLATION
(Customer Copy)

Date of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (New York Electric and Solar), and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller (New York Electric and Solar) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (New York Electric and Solar) regarding the return shipment of the goods at the seller's (New York Electric and Solar) expense and risk.

If you do make the goods available to the seller (New York Electric and Solar) and the seller (New York Electric and Solar) does not pick them up within 20 days of the date of your Notice of Cancellation, you may return or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (New York Electric and Solar), or if you agree to return the goods to the seller (New York Electric and Solar) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to New York Electric and Solar, Document Receiving, 351 S Warren St. Suite 222 Syracuse, New York, 13206 NOT LATER THAN MIDNIGHT of the date that is 3 BUSINESS DAYS from the date you signed the Agreement.

I, _____, hereby cancel this transaction on _____.

Customer's Signature: _____

Date: _____

Customer Initial(s): _____

(4)STATUTORY NOTICES

A. Lien Law Notice

ACCORDING TO NEW YORK'S CONSTRUCTION LIEN LAW (ARTICLE 2, SECTIONS 2-5 OF THE NEW YORK LIEN LAW), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED A "NOTICE OF INTENTION TO FILE A LIEN" (FORMAL NOTICE OF LIEN CLAIM). NEW YORK'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

B. Chapter 10 – Notice of Claim for Construction Defects

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF ARTICLE 10 OF THE NEW YORK GENERAL OBLIGATIONS LAW. A NOTICE OF CLAIM MUST BE SUBMITTED TO THE OWNER OR CONTRACTOR BEFORE THE CLAIMANT CAN FILE A LAWSUIT FOR CONSTRUCTION DEFECTS. FAILURE TO PROVIDE THIS NOTICE MAY BAR A CLAIM FOR CERTAIN DEFECTS.

C. New York Homeowners' Construction Recovery Fund

PAYMENT, UPTO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE NEW YORK HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF NEW YORK LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE NEW YORK STATE DEPARTMENT OF STATE DIVISION OF LICENSING SERVICES AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Licensing Services
New York Department of State
1 Commerce Plaza 99 Washington Ave, 6th Floor
Albany, NY 12231
(518) 474-4429
www.dos.ny.gov

Please sign and date below that you agree to these terms:

Customer Signature(s)

_____

Name:
Date:

_____

Name:
Date:

New York Electric and Solar

_____

Name:
Title:
Date:

Customer Initial(s): _____

PERMITTING, NET METERING & HOA AUTHORIZATION FORM

AS THE OWNER OR AUTHORIZED AGENT OF THE SOLAR PROJECT PROPERTY (ADDRESS LISTED IN THE INSTALLATION AGREEMENT DOCUMENTS), I AM SELECTING AND AGREEING TO ONE OF THE OPTIONS LISTED BELOW:

DO AUTHORIZE THE PERMITTING DEPARTMENT OF NEW YORK ELECTRIC AND SOLAR TO SIGN AND APPLY FOR A BUILDING PERMIT ON MY BEHALF AS WELL AS TO SIGN AND APPLY FOR NET METERING & HOA APPROVAL FOR MY SOLAR PROJECT, WHEN APPLICABLE. THIS AUTHORIZATION IS VALID ONLY FOR THE PURPOSE OF OBTAINING A PERMIT TO PERFORM THE SOLAR INSTALLATION WORK CONTRACTED FOR BY AND BETWEEN THE OWNER AND NEW YORK ELECTRIC AND SOLAR . THE ONLY PERMIT(S) WHICH MAY BE APPLIED FOR UNDER THE TERMS OF THIS LETTER ARE THOSE WHICH THE AUTHORITY HAVING JURISDICTION (CITY OR COUNTY) DEEM(S) NECESSARY UNDER THE CURRENT NEW YORK BUILDING CODE, GIVEN THE SCOPE OF WORK CONTRACT FOR AS WELL AS A NOTICE OF COMMENCEMENT. NEW YORK ELECTRIC AND SOLAR WILL BE RESPONSIBLE FOR ANY AND ALL FEES ASSOCIATED WITH THIS PERMIT APPLICATION. THE AUTHORIZATION WILL REMAIN VALID UNTIL SUCH PERMIT(S) IS/ARE ISSUED BY THE RESPECTIVE BUILDING DEPARTMENT, OR UNTIL ONE HUNDRED AND TWENTY (120) CALENDAR DAYS FROM THE DATE LISTED BELOW HAVE TRANSPIRED, WHICHEVER IS LESS.

DO NOT AUTHORIZE THE PERMITTING DEPARTMENT OF New York Electric and Solar TO SIGN ON MY BEHALF. I DO AUTHORIZE NEW YORK ELECTRIC AND SOLAR TO APPLY FOR RELEVANT PERMITS ON MY BEHALF. I THEREFORE AGREE TO RECEIVE SUCH PERMITTING, NET METERING AND HOA DOCUMENTS TO MY PLACE OF RESIDENCE OR OTHER LOCATION IF DIFFERENT FROM THE PROJECT ADDRESS, SIGN THOSE DOCUMENTS, AND RETURN THEM EXPEDITIOUSLY VIA THE PRE-PAID METHOD PROVIDED BY NEW YORK ELECTRIC AND SOLAR 'S PERMITTING DEPARTMENT.
NEW YORK ELECTRIC AND SOLAR WILL BE RESPONSIBLE FOR ANY AND ALL FEES ASSOCIATED WITH THIS PERMIT APPLICATION.

PLEASE CHOOSE/CHECK ONLY ONE OPTION BELOW

_____**YES, I DO AUTHORIZE** THE PERMITTING DEPARTMENT OF NEW YORK ELECTRIC AND SOLAR TO SIGN AND APPLY ON MY BEHALF.

_____**NO,I DO NOT AUTHORIZE** THE PERMITTING DEPARTMENT OF NEW YORK ELECTRIC AND SOLAR TO SIGN ON MY BEHALF. I WILL SIGN ANY DOCUMENTS AND I AUTHORIZE NEW YORK ELECTRIC AND SOLAR TO APPLY ON MY BEHALF.

CUSTOMER'S SIGNATURE DATE

CUSTOMER'S NAME

You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

Customer Initial(s): _____

ADDENDUM TO CUSTOMER AGREEMENT

NY-Sun Incentive Program

Please check appropriate box below.

X **This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential & Nonresidential Incentive Program**

____This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial & Industrial Incentive Program

All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each PV project receiving incentives.

The following terms will apply to all NY-Sun supported PV projects under the Residential & Nonresidential Program or Commercial & Industrial Program:

Attorney Consultation: The Agreement to which this Addendum is attached and made part is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

Assumption of Responsibilities: Should the Contractor or owner of the PV System, including any associated energy storage system installed under the NY-Sun Program, sell or transfer ownership of the PV System, including, if applicable, the associated energy storage system, during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

Incentives: Incentives are only available for the installation of new grid-connected PV Systems and energy storage systems that have not been installed (partially or completely) prior to the Project Application achieving a status of "Approved," as determined by NYSERDA. Incentives are reserved at the incentive level designated in the MW block in effect at the time of application submission. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer. The Contractor is not permitted to collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive. Nonresidential projects may request a payment be made to another entity at time of application submission only. The Project Invoice will be submitted by the Contractor or Builder once the system has been installed and interconnected.

Customer Agreement: If the Agreement includes an energy storage system, such Agreement must contain a provision whereby Contractor describes how the Storage System will perform in the event of a power outage and how the Storage System will provide backup power. At a minimum, the Agreement shall include a statement that the Storage System will not power the customer's entire home in the event of a power outage and shall describe: (1) the percentage of charge the Storage System will draw from a paired PV System; (2) how many electrical circuits or appliances the Storage System can provide backup

power for and at what amperages; (3) any reserve levels Contractor will establish for the Storage System; and (4) whether and how the Contractor may or will administer and operate the Storage System to optimize the customer's home energy production and consumption and/or for demand response or other utility-based programs.

Inspection/Reporting/Commissioning: For quality control purposes, all parties including the Customers must provide NYSERDA or its representative with reasonable access to the PV System, including any associated energy storage system installed under the NY-Sun Program, in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed PV System and/or energy storage system.

Publicity and Site Events: Customers and Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System and if applicable, the energy storage system. NYSERDA is authorized to use PV System and energy storage system photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov) and with an accountant/tax adviser for details on eligibility for the credit provided in the law, regardless of whether the Builder/Contractor has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions).

Net Metering: Customers may consult with their local utility regarding eligibility for net metering and applicable monthly Customer Benefit Contribution Charge for on-site renewable energy projects installed after January 1, 2022.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: www.ag.ny.gov

The NYS Consumer Protection Board offers additional information with the following publications: www.dos.ny.gov/consumerprotection/publications.html

Customer authorizes NYSERDA to add Customer to the mailing lists and to share Customer's information with New York State government and other entities doing business on NYSERDA's behalf. Customer reserves the right to unsubscribe at any time.

Communication with Customer: Contractor and Customer agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any PV System Customer with respect to any matter relevant to a proposed or installed PV System and if applicable, a proposed or installed energy storage system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor or Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system, including if applicable, any energy storage system, is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does

not make any representations of any kind regarding the results to be achieved by the solar generation systems, including if applicable, any energy storage system, or the adequacy or safety of such measures.

Quality Solar Installer (QSI) Designation: NYSERDA's Quality Solar Installer designation is solely based on field inspected projects during the previous calendar year and the Gold Status is based on the Quality Solar Installer designation for previous three years. The Quality Solar Installer Designation and the Gold Status should not be construed as NYSERDA's endorsement, guarantee, or warranty of any particular manufacturer, product, the Builder, or the Contractor. NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Builder, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered by participating contractor or builder.

Cost Estimate/Total System Price: The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed PV system, including if applicable, any energy storage system, in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Approved System Design: NYSERDA may review the design of the PV System, including if applicable, any energy storage system, considering issues including, but not limited to, system layout, orientation, shading, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors/Builders must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

System Warranty for Purchase Agreements: The Contractor shall offer a full, transferable warranty to the purchaser of the PV System installed under this Customer Purchase Agreement for a period of five (5) years after the Contractor has completed the installation and NYSERDA's final approval has been provided. This warranty covers all components of the generating system against breakdown or degradation in electrical output of more than 10% from the original rated electrical output. This warranty shall cover the full cost, including labor, repair, and replacement of defective components or systems. The contractor shall provide warranty coverage in a timely manner regardless of the level of support from the equipment manufacturer. Warranty service requests shall be responded to within 72 hours and repairs shall be completed within 30 days. Storage equipment must consist of commercial products carrying at least a 10-year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the customer with information on any additional or extended warranties that may be applicable.

Production Warranty for PPA/Leases: The Contractor shall offer a production guarantee to the Customer for the initial term of this Agreement, at a minimum. This production guarantee will provide the Customer with compensation if the system produces less than the guaranteed output as specified in the

PPA or lease agreement. Guaranteed output may not allow cumulative degradation in electrical output of more than 1% per year from the original rated electrical output for the initial term of this agreement. Under no circumstance will the Customer be responsible for any labor and repair or replacement costs of defective components or systems over the initial term of this Agreement. Should the Customer sell the property at which the solar facility is located, the production guarantee is fully transferrable to a new lessee, consistent with the terms of the lease or PPA.

The following term will apply ONLY to NY-Sun supported PV projects under the Commercial & Industrial Program:

Commercial & Industrial Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive.

PV System Completion/Commissioning: The Contractor agrees to complete the installation of the PV system, and request all necessary inspections, within 912 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, the Contractor will be required to return any and all incentive payments to NYSERDA if this milestone is not met.

The following terms will apply ONLY to NY-Sun supported PV projects under the Residential & Nonresidential Program:

Green Jobs Green New York (GJGNY) Financing: Should an eligible residential customer who chooses to access GJGNY financing for their PV system project be unable to proceed with installation of the PV system, due to either the system not meeting the Program's eligibility requirements, or the customer is denied low-interest financing through GJGNY, the customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to /Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the /Contractor.

Residential Clipboard Energy Efficiency Assessment: The Contractor agrees to complete a clipboard energy efficiency assessment consisting of two main components: an interview of the home owners to determine energy-use habits, and identify energy-saving opportunities, especially low- and no-cost measures that could reduce the electricity load of the residence. The Participating Contractor will review assessment results with the homeowner and provide the homeowner with a copy of the assessment report. Customers will not be required to implement energy efficiency upgrades as a pre-requisite to receiving the standard NY-Sun incentive.

Nonresidential Energy Assessment: The Contractor will provide building owners with information on benchmarking tools, such as ENERGY STAR's portfolio manager benchmarking tool or other equivalent tool. If requested by the building owner, the Contractor or Builder will help input utility bill information in the

tool in order calculate an energy use index and, where applicable, an ENERGY STAR score. Customers will not be required to benchmark or implement energy efficiency upgrades as a pre-requisite for receiving the standard NY-Sun incentive .

Affordable Solar Incentive – Contract Requirements: Contracts for PPA/lease projects receiving the Affordable Solar additional incentive shall not contain price escalators over the life of the agreement, and all projects receiving this incentive shall provide a cost savings to the customer over the life of the agreement, as documented by the Affordable Solar Residential Project Screening Tool included in the incentive application.

Contracts for PPA/lease projects participating in the TPO Pilot must reflect that the following requirements are met:

- The project is financed through a fully prepaid lease or PPA, with no outstanding financial obligation to the customer beyond the GJGNY loan.
- The project must provide annual customer cost savings of at least 50% per kWh for the lifetime of the GJGNY loan, as documented in the GJGNY pro-forma tool submitted with the incentive application.
- TPO Pilot projects must not exceed a GJGNY loan size of $6,000.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at http://www.dec.ny.gov/lands/5341.html This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the PV project, and if applicable, the energy storage system, that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

Print Customer Name _____

Customer Signature_____Date_____

Contractor Company Name_____

Contractor Name (Print) David Kozlowski

Contractor Signature David Kozlowski Date_____