


Sunnova SunSafe® Solar + Battery Storage Service
 Easy Own Plan™ Equipment Purchase

HOMEOWNER **JUSTIN DAHLGREN**

ADDRESS **25 GULLEY DR**
SOUTH WINDSOR, CT 06074

DATE ISSUED **11/12/2021 4:07 PM**

INSTALLATION LOCATION **25 GULLEY DR**
SOUTH WINDSOR, CT 06074

Project Cost	Monthly Payment ²
Total Project Cost \$80,519.40	
Total System Cost (Solar system and battery) \$80,519.40	
Optional Services \$0.00	Initial 18 Months \$198.61
Down Payment (\$0.00)	Beginning In Month 19 If additional \$20,935.04 payment ³ is made \$198.61
Rebate ¹ (\$0.00)	Beginning In Month 19 If additional payment is not made \$272.85
Total Amount Financed \$80,519.40	
Total Sales Price, if Financed \$83,519.40	

¹ Depending on your agreement with the contractor, rebates may be paid either directly to you or the contractor. Creditor does not guarantee any rebate amount. If your actual rebate is lower than the amount estimated here, your actual Amount Financed will be higher.

² You may be eligible for a federal Investment Tax Credit (ITC) with the purchase of a solar system. To receive the full federal tax credit, you must have federal income tax liability at least equal to the value of the tax credit. Additional tax credits may also be available for homeowners in certain states. Sunnova makes no guarantees regarding customer eligibility for tax benefits or SREC. Sunnova does not provide tax advice. Contact your personal tax advisor for eligibility requirements. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

³ This rate includes a \$10/month discount or credit as an incentive for using auto-pay from your checking account. If you do not select auto-pay, your monthly payment will be \$10/month higher.

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Year-1 estimated production	Estimated Energy Supplied by Solar	Estimated Utility Bill Offset
7,506 kWh	93%	86%

Our Guarantees

-Sunnova Protect™ Platinum. ¹ We monitor your system for optimal performance and provide you access so you can view system production at any time. We take care of any repairs of the solar system and energy storage system under manufacturer's warranty for the Warranty Term. Also, we will repair system components out of manufacturer warranty, and we commit that your system will produce at least 85% of the guaranteed energy or we will refund or credit you the difference.

Balanced Monthly Payments. You know exactly what your payment will be each month.

¹ If you entered into an Optional Services Agreement, the warranty, if any, for those Optional Services will be separate from the system warranty.



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ADDITIONAL AGREEMENT AND INSTALLATION DETAILS

- Venture Solar and Sunnova will install a **9.620-kilowatt** solar power system ("System") and **13.44 kWh** energy storage system ("ESS") on your home.
- Your system is estimated to produce **7,506** kilowatt hours in the first year of service.
- This Agreement is not designed to provide savings.
- If you sell your house, you may transfer the Agreement and warranties to the new homeowner provided that the new homeowner meets Sunnova's credit requirements. Please read your agreement for details. If you purchased a new roof in connection with this Agreement, you must pay off your entire loan prior to transferring your home.
- Venture Solar will complete the design and engineering drawings for your System, and Sunnova will review the final design to ensure it meets our high-quality standards.
- Your Agreement gives you a 7-business day cancellation period without incurring any fees.
- The Term of your Agreement is 25 years.
- Your System and ESS maintenance and warranty are covered by the **Warranty Agreement** during the Warranty Term.
- If you purchased Optional Services, your total Project cost will include the costs of the Optional Services and you may be provided a warranty, separate from the System warranty for those services.
- This Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.
- Your system activation may experience delays as a result of the process for obtaining the necessary building permits and utility approval for the interconnection of your system. Once your System is installed, it must still pass utility inspection before you can turn it on.
- Payments will begin 30 days after interconnection date or 60 days after installation date, whichever is first. We'll send you a written notice to confirm your payment due day and amount.
- Once you receive your first Sunnova bill, you will be receiving two monthly electricity bills: one from your utility and one from Sunnova.
- When the electric grid goes down, the battery will provide limited back up power.
- Your solar system and battery are designed to export excess power to your Utility. Nonetheless, in the event that you experience a power outage from the utility, your solar system will not be able to export any power to the utility during the time of the power outage, which could cause curtailment and a loss of the excess energy produced.

The pricing provided in this SunSafe™ Easy Own Agreement is valid until **December 11, 2021**

I have reviewed, understand and agree with the above Agreement terms and process.

Homeowner's initials

Homeowner's initials



BUYER NAME AND ADDRESS	JUSTIN DAHLGREN 25 GULLEY DR SOUTH WINDSOR, CT 06074	CO-BUYER NAME (IF ANY)	
INSTALLATION LOCATION	25 GULLEY DR SOUTH WINDSOR, CT 06074	CONTRACTOR / INSTALLER	Venture Solar 67 West Street Suite 211 Brooklyn NY 11222 License CT: HIC.0650479 , ELC.0200835-E1 NJ:13VH10996500 Electrical: 34EI01837600 MA: HIC: 197476, NH: 0506C RI: 44068, AC005056
CONTRACT ID	EJ004181833	SALESPERSON	Michael Ficarra HIS #: Address: Venture Solar 67 West Street Suite 211 Brooklyn NY 11222 Sunnova License: EC. 0101708

HOME IMPROVEMENT AGREEMENT FOR PHOTOVOLTAIC SYSTEM

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

YOU MAY CANCEL THIS HOME IMPROVEMENT AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT ON THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS HOME IMPROVEMENT AGREEMENT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

INTRODUCTION

This Residential Home Improvement Agreement (this "Home Improvement Agreement") is between Venture Solar ("Contractor," "we," "us," and "our") and you, the Buyer and any Co-Buyer named above, for the sale and installation of the photovoltaic solar system and energy storage system ("ESS" or "Battery") and together with the photovoltaic solar system, the "System") as described below, and optional additional services, purchased goods, or equipment, if any, as described below and/or in **Annex A** ("Optional Services" and together with your System, the "Project") at your home (the "Property" or your "Home"). The terms "Buyer," "you," and "your" refer to the Buyer and any Co-Buyer, individually and jointly.

The Terms & Conditions of Sale are attached and are incorporated by this reference and made a part of this Home Improvement Agreement. The Terms & Conditions of Sale require the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted. Buyer has also entered into a Loan and Security Agreement ("Loan & Security Agreement") with Sunnova Energy Corporation ("Creditor" or "Sunnova"). The Loan and



Security Agreement is incorporated by this reference and made a part of this Home Improvement Agreement, as **Exhibit 2**. Additionally, in connection with this Home Improvement Agreement and the Loan and Security Agreement, Buyer is also entering into an agreement with Contractor providing for certain operation and maintenance services and warranties for the System (collectively, the "Limited Warranty" or the "Warranty Agreement"), attached hereto and made part of this Home Improvement Agreement as **Exhibit 3**. The Warranty Agreement for the System does not apply to the Optional Services. Further description of the Optional Services and warranties, if any, for the Optional Services are provided in Annex A. Contractor may subcontract with appropriately licensed and/or bonded subcontractors for the provision of Optional Services.

This Home Improvement Agreement, including its exhibits the Loan and Security Agreement and the Warranty Agreement, is being sold to you by Venture Solar, who may or may not also be your Contractor.

KEY TERMS AND CONDITIONS

1. Contract Price

The contract price (the "Contract Price") for the Project is \$80,519.40. The Contract Price for the Project includes sales tax of \$0.00.

The Contract Price for the Project includes (i) \$80,519.40 for the System plus the warranty agreement Sunnova Protect Platinum, and (ii) \$0.00 for Optional Services.

2. Finance Charge

You have chosen to finance all or a portion of the Contract Price by entering into a Loan and Security Agreement with Creditor. Pursuant to the terms of the Loan and Security Agreement, you agree to pay interest on the unpaid balance of that Contract Price at an interest rate of 0.00 % (when payments are made using auto-ACH), in accordance with the terms and conditions provided in the Loan and Security Agreement.

3. Description of the Project and Estimated Description of Significant Materials to be Used and Equipment to be Installed

DC STC Photovoltaic System	9.620 kW
Modules	LG Electronics USA, Inc.
Inverter	Enphase Energy Inc
Monitor	Enphase Energy
Description of ESS	Enphase Energy Inc / Enphase Battery Module Encharge3 (3.36 kWh) / 4

Your panels may be from any of our approved manufacturers (including, but not limited to, Canadian Solar, Q-Cell (Hanwha), Trina, Telesun, Boviet, Seraphim, LG Electronics, SolarWorld, Centro, Eco, Silfab and RECOM). Similarly, your inverter may be from SolarEdge or Enphase. Contractor may need to substitute any of the above-listed equipment depending upon availability and may need to change the list of approved manufacturers from time to time. Should the substitution of manufacturer or equipment materially change the estimated production, size or cost of the System, either party may exercise the options available in Terms and Conditions of Sale Section 1 below. Absent such material change, your Contractor will inform you through the online portal MySunnova or in writing of your substitute equipment or manufacturer.

Standard Components. Racking and mounting components per Uniform Building Code. AC and DC disconnects per National Electric Code and Utility. Wiring, conduit and overcurrent protection per National Electric Code. ESS, battery management system, wiring and conduits per National Electric Code.

Standard Labor. Design system and secure basic building or electrical permit (architectural, planning commission or other reviews are extra). Install ESS in relation to design for System. Install specified System in



good workmanlike manner. Complete and submit utility interconnection documents (if any). Coordinate building, electrical and utility inspections (as applicable).

Optional Services. Your Contractor (on its own or through appropriately licensed and/or bonded subcontractors) may provide you with certain additional optional services, purchased goods or equipment, which may include an electrical vehicle charger, generator, main panel upgrade, automatic transfer switches, load controllers, energy efficiency upgrades tree trimming, snow guard, critter guard or roof replacement and are collectively referred to as Optional Services. If you have purchased any of these Optional Services, the quantity and price is listed below and will be added to the Contract Price of your Project. Any removable personal property purchased (electrical vehicle charger, generator, snow guard, or critter guard, (collectively "Purchased Goods")) will also be included as security under the accompanying Loan and Security Agreement.

Product Name

Quantity

Contract Price

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE PROJECT, INCLUDING THE SYSTEM AND OPTIONAL SERVICES, IF ANY.

DocuSigned by:

Buyer's Signature:

JUSTIN DAHLGREN
1E463293B46A41A...

Co-Buyer's Signature:

Communication Equipment. During installation or at any time thereafter during the term of the Warranty Agreement, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. If you initial the space below, you consent to the installation of the Communication Equipment, if, when, and as needed.

Buyer's Initials

4. Downpayment

You will be required to make a downpayment of \$0.00.

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

Contractor will not require progress payments to be made prior to the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date). **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.**

Since you have chosen to finance all or a portion of the Contract Price by entering into a Loan and Security Agreement with Creditor, payments under that Loan and Security Agreement are due to the Creditor pursuant to the terms of that Agreement.

5. Approximate Start Date

The work to be performed by Contractor pursuant to this Home Improvement Agreement shall commence within 3 days from the date that is the later of the date in which (a) all permits have been issued; (b) any homeowner's association approval letter has been received; and (c) all materials have been delivered to the site (the "Commencement Date").



6. Approximate Interconnection Date

All work shall be completed as soon as possible, but in no event more than twelve (12) months from the Commencement Date, subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Contractor. These factors include the process for obtaining the necessary building permits and utility approval for net metering and interconnection of your System. The installation shall be deemed completed upon the date the System is connected to the electrical grid and generating power and the ESS is operating in connection with the System (the "Interconnection Date").

7. Notice to Owner

Any contractor or subcontractor who performs on the contract, or any materialman who provides home improvement goods or services and is not paid, may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws.

8. List of Documents that are Incorporated into this Home Improvement Agreement:

- EXHIBIT 1: Notice of Cancellation (7-day Right to Cancel);
- EXHIBIT 2: Loan and Security Agreement;
- EXHIBIT 3: Limited Warranty Agreement Sunnova Protect Platinum;
- EXHIBIT 4: Assignment and Release; and
- ANNEX A: Optional Services.

9. Notice of Right to Cancel

YOU, THE BUYER, MAY CANCEL THIS HOME IMPROVEMENT AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT ON THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS HOME IMPROVEMENT AGREEMENT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.



DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

Buyer's Name: JUSTIN DAHLGREN

Signature:

DocuSigned by:
JUSTIN DAHLGREN
1E463293B46A41A...

Date: November 12, 2021 | 15:44 MST

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Venture Solar

Signature:

DocuSigned by:
Darren Handler
287B5248F66E415...

Date: November 12, 2021 | 15:55 MST

**To be signed when Buyer decides to purchase*



TERMS & CONDITIONS OF SALE

1. Changes, Permits & Incentives

You acknowledge that the figures provided by us in this Home Improvement Agreement are estimates. Actual system size and production will vary, and the estimated items or prices are subject to a final site survey and engineering audit. If the Contractor determines, after the final site survey or engineering audit of your Home, that a revised estimate of the System's (i) size; (ii) total cost; or (iii) annual production is appropriate, it may require a change order or amendment signed by both parties. No amendment or change order will be required if both (i) the revised estimate of the System's annual production, and (ii) the revised estimate of the System's size are within 10% of the original estimates. You agree that Contractor will not have any financial obligation to you regarding any difference between actual figures and the estimated figures presented in this Home Improvement Agreement.

Contractor will obtain any necessary permits. Contractor shall not be responsible for delays in work due to actions for any permitting and regulatory agencies or their employees. You will pay Contractor for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities, either by paying Contractor directly within a reasonable time of notification of the amount, or by financing the amounts through execution of a modification to the Loan and Security Agreement.

You may be eligible for a federal solar investment tax credit. You acknowledge that to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for you receiving any particular amount of tax credits related to the System (or specifically, the ESS) and nothing in this Home Improvement Agreement is intended to be used, or may be used, as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors.

Depending on the state and utility district where you reside, you may be eligible for various state and local rebates and incentives. The rebate and incentive calculations Contractor provides are only estimates. These estimates are based on certain assumptions that may not be

applicable based on the circumstances specific to the Project. Actual rebates and incentives are variable as eligibility requirements, funding availability and rates may change.

You agree to pay the Contract Price, regardless of the actual amount of rebates and/or incentives you receive.

In connection with this Home Improvement Contract, you agree to execute the accompanying Assignment and Release (**Exhibit 4**) by which you agree to assign to the Provider under the Limited Warranty Agreement (**Exhibit 3**) all renewable energy credits, green tags, carbon offset credits, all non-power attributes, and all tradeable energy or environmental-related commodities of the System (but not federal or state incentives), as further described in the Assignment and Release. Additionally, you will authorize Provider to enter into energy management or other similar programs as more fully described in the Assignment and Release.

2. Commencement of Construction Schedule and Schedule of Progress Payments

Contractor reserves the right to cancel the Home Improvement Agreement prior to the commencement of work, based on unavailability of equipment, unforeseen engineering problems, acts of public utilities agencies not related to Contractor's performance (i.e. Code modification), or other contingencies unforeseen by Contractor and beyond its reasonable control, provided, however, that Contractor shall then be obligated to return any deposits/downpayments paid to Contractor to the date of said cancellation.

Upon satisfactory payment for any portion of the work performed, Contractor shall furnish to Buyer a full and unconditional release from any claim or mechanic's lien pursuant to applicable law for the portion of the work for which payment has been made.

You have chosen to finance all or a portion of the Home Improvement Agreement price by entering into a Loan and Security Agreement between you and Creditor (see Exhibit 2). You have agreed to have Creditor finance the amount identified in Section 1 of the Key Terms and Conditions cover sheet or any applicable amendment or change order.



3. Property Conditions

You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Property for the System and ESS. You agree that Contractor is not responsible for any known or unknown property conditions.

Buyer's Signature:

DocuSigned by:
JUSTIN DAHLGREN
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Co-Buyer's Signature:

Contractor is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

You grant to Contractor and its employees, agents, and subcontractors the right to reasonably access all of the Property as necessary for the purpose of (i) constructing and installing the Project or making any additions to the Project; (ii) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (iii) taking any other action reasonably necessary in connection with the construction, installation, interconnection, or servicing of the Project.

4. Cost or Delay due to Unforeseen Conditions

Contractor is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of a Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Contractor's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal

means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Contractor's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Contractor including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Contractor or under its control.

Performance times under this Home Improvement Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If Contractor discovers unforeseen conditions requiring additional cost, then Contractor shall present such costs to you and get your approval before beginning or continuing performance. Failure to provide such approval may result in Contractor exercising its termination rights pursuant to this Home Improvement Agreement.

5. Termination and Default

Contractor may terminate this Home Improvement Agreement, upon three (3) business days written notice for any breach by Buyer, for any failure of Buyer to agree to an appropriate change order, for any failure of Buyer to pay Contractor any amount due, for any bankruptcy or financial distress of Buyer, or for any hindrance to Contractor in the performance process.

Without limiting any of Contractor's other rights and remedies, upon breach by Buyer, including any failure of Buyer to pay Contractor any amount due, Contractor shall have a right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Buyer for any amounts payable under this Home Improvement Agreement; (iii) recover all amounts due under this Home Improvement Agreement for services provided through the date of termination; (iv) remove any System materials or equipment from the Property; (v) submit to credit reporting agencies negative credit reports that would be reflected on your credit record; and (vi) any other legal remedies including but not limited to mechanics' liens or similar remedies.



If you are in default under this Home Improvement Agreement, you are also in default under the Loan and Security Agreement and the Warranty Agreement. If you are in default under the Loan and Security Agreement or the Warranty Agreement, you are also in default under this Home Improvement Agreement.

If you or Contractor terminate or cancel this Home Improvement Agreement prior to the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date), the Loan and Security Agreement and the Warranty Agreement will also terminate. If you or Creditor or Contractor terminate the Loan and Security Agreement or the Warranty Agreement, respectively, prior to the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date), this Home Improvement Agreement will also terminate.

6. Insurance

Contractor

Contractor carries workers' compensation and public liability insurance for all employees, and the insurance applies to the work to be performed under this Home Improvement Agreement.

Buyer

The value of the Project shall be added to the building value on your homeowners' insurance policy. Contractor, and its assignees, shall be added as a loss payee by endorsement to your homeowners' insurance policy.

7. Change Orders

You may not require Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or change orders become part of the Home Improvement Agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe (i) the scope of the extra work or change; (ii) the cost to be added or subtracted from the Home Improvement Agreement; and (iii) the effect the order will have on the Interconnection Date. Notwithstanding this provision, Contractor shall have the right to substitute System equipment without Buyer's

agreement, so long as that substitution does not affect the System's production or size by more than is permitted without a change order or amendment under Section 1 of this Home Improvement Agreement. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

8. Arbitration of Disputes

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In this Section, the words "you" and "your" mean any person signing this Home Improvement Agreement as a Buyer or Co-Buyer. Unless the context requires otherwise, the words "we," "us" and "our" mean the Contractor named above and any assignee of this Home Improvement Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Home Improvement Agreement without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Home Improvement Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising), consumer protection claims and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about



arbitration before the AAA, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee, except where prohibited by law. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Home Improvement Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Home Improvement Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class

arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or of this Section is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT

TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

ALL DISPUTES AND DETERMINATIONS CONCERNING THE ARBITRABILITY OF A CLAIM (INCLUDING DISPUTES ABOUT THE SCOPE, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, OR VALIDITY OF THE AMENDMENT OR THIS



SECTION) SHALL BE DECIDED BY THE ARBITRATOR.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION). "SMALL CLAIMS COURT" MEANS AND IS INTENDED TO BE LIMITED TO THOSE COURTS THAT HAVE JURISDICTION TO HEAR CIVIL LAWSUITS LIMITED TO DISPUTES WITH A TOTAL AMOUNT IN CONTROVERSY OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) OR LESS.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS TERMS.

Buyer's Signature:

DocuSigned by:

JUSTIN DAHLGREN

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Co-Buyer's Signature:

9. Governing Law

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Home Improvement Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Home Improvement Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will

be interpreted or re-written so as to make them enforceable.

10. Limited Warranty

You understand that the System is warranted under the terms of the Warranty Agreement (see Exhibit 3) and that, to the full extent permitted by state law, there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, suitability, or performance of the System, the ESS or their installation. Upon receipt of payment in full under this Home Improvement Agreement, all warranties that are provided by manufacturers of equipment used in the System will be transferred directly to you. You understand that Contractor has no responsibility with respect to such warranties other than to transfer them to you. The Warranty Agreement for the System does not apply to the Optional Services.

11. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Contractor, its employees, officers, directors, agents, 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 breach of this Home Improvement Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Home Improvement Agreement.

12. Waiver

Any delay or failure of a party to enforce any provisions of this Home Improvement Agreement, including but not limited to any remedies listed in this Home Improvement Agreement, or to require performance by the other party to any of the provisions of this Home Improvement Agreement, shall not be construed to (a) be a waiver of such provisions or a party's right to enforce that provision; or (b) affect the validity of this Home Improvement Agreement.

13. Headings and Interpretation

The headings in this Home Improvement Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections you may give



examples, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Home Improvement Agreement.

Unless specifically referred to as “business day(s)”, all references to “day” or “days” shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to “business day(s)” mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of “business days” all Saturday, Sundays and holidays should be excluded.

14. Notice of Changes

You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your home that would impact the System or impact our security interest in the System or the ESS, and/or the Purchased Goods.

15. No Oral Agreements

THIS WRITTEN HOME IMPROVEMENT AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING YOUR PURCHASE AND OUR SALE OF THE SYSTEM ON CREDIT, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

16. Seven-Day Right to Cancel

You have the right to cancel this Home Improvement Agreement prior to the seventh business day after you sign this Home Improvement Agreement. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Contractor at Contractor’s place of business by midnight of the seventh business day after you received a signed and dated copy of the Home Improvement Agreement that includes this notice. Include your name, your address and the date you received the signed

copy of the Home Improvement Agreement and this notice.

If you cancel, Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to Contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this Home Improvement Agreement or sale. Or, you may, if you wish, comply with Contractor’s instructions on how to return the goods at Contractor’s expense and risk. If you do make the goods available to the Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Home Improvement Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK

**17. Signatures**

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT.
BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS AGREEMENT.
YOU ALSO ACKNOWLEDGE**

**RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE
TIME YOU SIGN IT.**

Do not sign this agreement before you read it or if it contains any blank space.

You are entitled to a completely filled in copy of this agreement. Keep it to protect your rights.

**Under the law, you have the right to pay off in advance the full amount due. If you do so, you may,
depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under
certain circumstances obtain a rebate of the credit service charge.**

By signing below, you acknowledge receipt of a copy of this Home Improvement Agreement.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE
SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF
CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

Buyer's Name: JUSTIN DAHLGREN

Signature:

JUSTIN DAHLGREN

1E463293B46A41A...

Date:

November 12, 2021 | 15:44 MST

Co-Buyer's Name (if any):

Signature:

Date:

Contractor: Venture Solar

Signature:

Darren Handler

287B5248F66E415...

Date:

November 12, 2021 | 15:55 MST

**EXHIBIT 1****NOTICE OF CANCELLATION**

THE LAW REQUIRES THAT, BEFORE A CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE. The Notice of Cancellation, regarding your right to cancel this contract, is attached hereto and made a part to this contract.

Date of Sale: November 12, 2021 | 15:44 MST

NOTICE TO RETAIL BUYER/OWNER: YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE RETAIL SELLER/HOME REPAIR CONTRACTOR OF YOUR INTENT TO DO SO BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTMARKED NOT LATER THAN MIDNIGHT OF THE SEVENTH BUSINESS DAY FOLLOWING THE SALE. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES AGAINST THE RETAIL SELLER/HOME REPAIR CONTRACTOR YOU MAY POSSESS. IF YOU WISH, YOU MAY USE THIS PAGE AS NOTIFICATION BY WRITING "I HEREBY RESCIND" AND ADDING YOUR NAME AND ADDRESS. A DUPLICATE OF THIS NOTICE IS PROVIDED BY THE RETAIL SELLER/HOME REPAIR CONTRACTOR FOR YOUR RECORDS.

If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller 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 regarding the return shipment of the goods at the seller's expense and risk.

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

To cancel this transaction, e-mail, mail, fax, deliver, or send a telegram containing a signed and dated copy of this cancellation notice, or any other written notice specifically indicating your intention not to be bound by this transaction to: Venture Solar at Venture Solar 67 West Street Suite 211 Brooklyn NY 11222, not later than midnight of the seventh business day following the sale.

I hereby CANCEL/RESCIND this transaction on _____ [Cancellation Date].

Buyer's Signature:

Co-Buyer's Signature:

JUSTIN DAHLGREN

**EXHIBIT 1****NOTICE OF CANCELLATION**

THE LAW REQUIRES THAT, BEFORE A CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE. The Notice of Cancellation, regarding your right to cancel this contract, is attached hereto and made a part to this contract.

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To cancel this transaction, e-mail, mail, fax, deliver, or send a telegram containing a signed and dated copy of this cancellation notice, or any other written notice specifically indicating your intention not to be bound by this transaction, to: Venture Solar at Venture Solar 67 West Street Suite 211 Brooklyn NY 11222, not later than midnight of the seventh business day following the sale.

I hereby CANCEL/RESCIND this transaction on _____ [Cancellation Date].

Buyer's Signature:

Co-Buyer's Signature:

JUSTIN DAHLGREN

**EXHIBIT 2****LOAN AND SECURITY AGREEMENT****TRUTH IN LENDING DISCLOSURES**

<u>Annual Percentage Rate</u>	<u>Finance Charge</u>	<u>Amount Financed</u>	<u>Total of Payments</u>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments
0.15 %	\$3,000.00	\$80,519.40	\$83,519.40

Security. You are giving a security interest in the System and Purchased Goods you are financing through us.

Late Charge. If a payment is not received within 10 days after it is due, you will be charged the lesser of \$10 or 5% of the late payment amount.

Prepayment. If you pay off early you will not have to pay a penalty, and you will be entitled to a refund of any part of the prepaid finance charge that is unearned at the time of the prepayment.

See the rest of this Agreement for additional information about nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

***All numeric disclosures except the late payment disclosure are estimates.*

PAYMENT SCHEDULE

<u>Payments</u>	<u>Amount of Each Payment</u>	<u>When Payments Are Due</u>
1-18	\$208.61	Monthly, beginning at least 30 calendar days after the earlier of the following dates: (i) the Interconnection Date, or (ii) the date that is 60 days after installation of the System is complete.
19-300	\$282.85	Monthly thereafter

**NOTICE TO BUYER:**

1. Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in.
2. You are entitled to a completely filled-in copy of this Agreement.
3. You can prepay the full amount due under this Agreement at any time.
4. If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.
5. Depending on your agreement with the contractor, rebates may be paid either directly to you or to the contractor. Creditor does not guarantee any rebate amount. If your actual rebate is lower than amount estimated here, your actual Amount Financed will be higher.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price (for the System, including all applicable installation fees, accessories, mounting hardware, and attachments and the Optional Services as described in the Home Improvement Agreement and/or Annex A)* *Does not include applicable sales or excise taxes	\$80,519.40
2. Sales and/or Excise Tax	\$0.00
3. Subtotal of above (1 plus 2)	\$80,519.40
4. Amount to be paid by you to public officials for official fees	\$ 0.00
5. Subtotal of all of the above (3 plus 4)	\$80,519.40
6. Cash Down Payment	\$0.00
7. Rebate	\$0.00
8. Other credit towards Cash Price	\$0.00
a.	\$0.00
b.	\$0.00
9. Prepaid Finance Charge	\$0.00
10. Amount Financed (5 minus 6 minus 7 minus 8 minus 9)	\$80,519.40

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE TRUTH-IN-LENDING DISCLOSURES, THE PURCHASE PRICE, THE MONTHLY PAYMENT SCHEDULE, NOTICES TO THE BUYER AND THE ITEMIZATION OF THE AMOUNT FINANCED.

Buyer's Signature:
 DocuSigned by:
 JUSTIN DAHLGREN

1E463293B46A41A...

Co-Buyer's Signature:



BUYER NAME AND ADDRESS	JUSTIN DAHLGREN 25 GULLEY DR SOUTH WINDSOR, CT 06074	CO-BUYER NAME (IF ANY)	
INSTALLATION LOCATION	25 GULLEY DR SOUTH WINDSOR, CT 06074	CREDITOR	Sunnova Energy Corporation
CONTRACT ID	EJ004181833	CREDITOR ADDRESS	PO Box 56229 Houston, TX 77256

INTRODUCTION

You, the Borrower and any Co-Borrower named above, agree to buy the photovoltaic solar system and energy storage system ("ESS" or "Battery" and together with the photovoltaic solar system, the "System") and the Optional Services, if any ("Optional Services" and together with your System, the "Project") described in the Residential Home Improvement Agreement ("Home Improvement Agreement") with the proceeds of the loan as described in this Loan and Security Agreement (the "Loan and Security Agreement"). The Optional Services may include the purchase of removeable personal property such as an electrical vehicle charger, generator, snow guard, or critter guard (collectively "Purchased Goods").

The cash price (excluding applicable sales and excise taxes) for the System (including the costs of installing the System) is shown in the preceding Truth-in-Lending Disclosures in the "Itemization of the Amount Financed" as "Cash Price." By signing below, you represent that you have been quoted only one Cash Price for the System.

Further description and/or warranties for the Optional Services are provided in **Annex A** and are not included in the Warranty Agreement for the System.

In this Agreement, the words "Creditor," "we," "us," "our," and "Sunnova" refer to **Sunnova Energy Corporation**, the Creditor named above, and any subsequent assignee of this Agreement. "You" and "your" refer to the Borrower and any Co-Borrower named above, individually and jointly. This Loan and Security Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted. You understand that the Contractor may transfer this Agreement to another person.

The System and Project will be located at the Installation Location listed above (your "Property" or your "Home") and includes all applicable accessories, mounting hardware, and attachments, as described more fully in the Home Improvement Agreement and/or Annex A between you and the Contractor.

TERMS AND CONDITIONS

1. Payments

Promise to Pay. In order to enable you to pay for the purchase and installation of the System at your Property, in accordance with the Home Improvement Agreement accompanying this Loan and Security Agreement, you promise to pay **\$80,519.40**, the Amount Financed shown above (the "Principal"), plus interest at the rate of **0.00 %**, (when payments are made by auto-ACH) to the order of the Creditor. The Creditor is Sunnova Energy Corporation.

You understand that the Creditor may transfer this Loan and Security Agreement. The Creditor or anyone who takes this Loan and Security Agreement by transfer and who is entitled to receive payments under this Loan and Security

Agreement is collectively referred to in this Agreement as "Creditor."

Interest will begin to accrue on the unpaid Principal beginning on the earlier of the date the System has been connected to the electrical grid (the "Interconnection Date"), or the date that is 60 days after the installation of the System is complete, and interest will continue to accrue thereafter for each day we are owed any Principal under this Agreement.

You may be eligible for a federal solar investment tax credit. You acknowledge that to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for you receiving any particular amount of tax credits related to the System and nothing in this Security



Agreement is intended to be used as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors.

Covered Payment Dates. You will pay Principal and interest charges for 300 monthly installments (the "Loan Term"). The first payment due date will be at least thirty (30) calendar days after the earlier of the Interconnection Date or the date that is 60 days after the installation of the System is complete. All other required monthly payments will be due on the same day of each following month as the first payment due date. For example, if the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date) occurs on March 17, the first payment due date would be on or after April 16. As another example, if the Interconnection Date (or the date that is 60 days after the installation of the System is complete, if earlier than the Interconnection Date) occurs on March 27, the first payment due date would be on or after April 26. All other required monthly payments would be due on the same day of the following months. We will send you prior written notice of the first payment due date and amount.

How Payments are Applied. We will apply payments, including without limitation required monthly payments, the Additional Payment as described below (if any), any optional prepayments, and other amounts we receive first towards unpaid charges, such as late charges; then to any accrued but unpaid interest; then to any past due Principal; then to the current month's interest due; then to the current month's Principal due; before applying any such amounts towards the unpaid Principal.

We have provided you with a payment schedule in **Schedule 1**. On each payment due date, you will pay at least the Total Amount Due under this Agreement. The "Total Amount Due" will be the sum of all past due amounts plus your Current Monthly Payment. You agree to make all payments in U.S. dollars. Because interest accrues for each day we are owed any Principal, if we do not receive your required monthly payments on or before their exact scheduled due dates, the final payment amount may be more than the final payment disclosed in **Schedule 1**.

Month 18 Additional Payment. For the eighteenth (18th) Payment Date, you may

choose to make an additional payment of **\$20,935.04** (the "Additional Payment"). At least 30 days before it is due, we will notify you of the optional Additional Payment amount, as well as the amount of your nineteenth (19th) and all future payments if you choose not to make the Additional Payment. If you choose to make that Additional Payment, you must either separately authorize that payment automatically from your checking account, or you must make that payment in the form of cash or a check sent to us at Creditor Address, specified above, or to any other address or person specified in a written notice we send to you, so that we receive the payment by the due date. You must also make your scheduled monthly payment along with that Additional Payment.

If you make your scheduled monthly payment plus the Additional Payment, we will forgive, and you will not be obligated to pay, the interest due on that Additional Payment amount (the "Deferred Interest"), the amount of which is **\$0.00**.

Your remaining scheduled monthly payments will then be in the same amount as your initial 18 monthly payments.

If you choose not to make the Additional Payment, the amount of your remaining monthly payments, beginning with the nineteenth (19th) payment, will be calculated based on an amortization of the Principal balance remaining at that time plus the interest due on that Additional Payment amount. As such, your remaining scheduled monthly payments will likely be larger than your initial 18 monthly payments.

For more information about your scheduled payments, and how making the Additional Payment will affect your scheduled monthly payments, see **Schedule 1**.

Making Your Payments. You agree to make all monthly payments through an automatic payment from your checking account, in order to receive as an incentive credit in your monthly payments, reducing those payments by \$10 per month. Alternatively, you may choose to make your payments in the form of cash or a check, in which case you will be required to pay standard payments \$10 higher than the credit incentive payments. You agree to send payments to us at Creditor Address, specified above, or to any other address or person specified in a written notice we send to you. For more information



about how the \$10 credit incentive will affect your monthly payments, see **Schedule 1**.

2. Prepayments

You may prepay in full or in part amounts due under this Agreement at any time before those amounts are due without penalty. A "prepayment" is any amount paid in excess of the total amount due at the time of payment.

If you pay in full all amounts owed under this Agreement before all amounts are due (a "Full Prepayment"), the Warranty Agreement you have entered into in connection with the System and this Agreement (attached as **Exhibit 3** to the Home Improvement Agreement) will not be canceled, and you will not be entitled to any refund in connection with the Warranty Agreement. Please see the Warranty Agreement for information about its possible termination or cancellation, and about any applicable refund or rebate (if any) that might be available to you if the Warranty Agreement is terminated or canceled.

If you prepay some but not the entire amount due under this Agreement (each a "Partial Prepayment" and collectively all such partial prepayments "Partial Prepayments"), the Partial Prepayments will not affect the dollar amount or the due date of the required regular monthly payments (other than the amount of the final payment) unless we specifically agree in writing to a change to the payment schedule. However, if you make any Partial Prepayments prior to the due date of the nineteenth (19th) Payment Due Date and choose not to make the Additional Payment described above, that Partial Prepayment may result in lowering the amount of the remaining monthly payments, beginning with the nineteenth (19th) payment. As indicated above, we will notify you of the optional Additional Payment amount, the amount of interest forgiven, the amount of your nineteenth (19th) payment if you choose not to make the Additional Payment, and the amount of your remaining monthly payments at least 30 calendar days in advance of the due date of that nineteenth (19th) payment.

3. Voluntary Automatic Payments

If you choose to have your payments made automatically every month from your checking or savings account, you will receive as an incentive a credit applied to your monthly payments of \$10 per month. You acknowledge that it is your responsibility to ensure that automatic payments

are made on time. If you do not have sufficient funds in your account, or your bank has placed a hold on your account, the payment may not be made on time. If we cannot automatically deduct the funds from your account, or you or we end the voluntary automatic payment, the \$10 monthly credit or other incentive will end.

4. Late Charge

If we do not receive a required payment within ten (10) calendar days after the due date, you promise to pay a late charge of the lesser of \$10.00 or 5% of the amount of the late payment. However, we will not impose any late charge for a payment if the charge is attributable solely to your failure to pay a late charge on a prior payment, so long as the payment is otherwise a periodic payment in the amount due that is received by its due date.

5. Returned Payment Charge

If any check, draft, or like instrument you give us is returned unpaid by a depository institution, we will charge a returned payment charge of \$15 for each returned payment. This returned payment charge will be due and payable to us immediately upon demand.

6. Security Interest

To secure your obligations under this Agreement, you give us a purchase-money security interest in the System and Purchased Goods, including without limitation all additions to and replacements of any part of the System and Purchased Goods, whether existing now or in the future, all money or goods (proceeds) paid, delivered, or payable or deliverable for or in connection with the System and/or Purchased Goods, such as proceeds you receive from selling the System and/or Purchased Goods, and all System and/or {Purchased Goods warranties. For the Term of the Loan and Security Agreement you assign us your rights and remedies under any System and Purchased Goods manufacturer's warranties, including your rights to rebates, refunds, and another money or goods paid, delivered, or payable or deliverable in connection with such System and Purchased Goods manufacturers' warranties for the entire term of this and the Warranty Agreement. The security interest secures payment of all amounts owed under this Agreement and performance of your other promises in this Agreement.

You acknowledge an express intent to grant us a security interest in the System and



Purchased Goods and hereby waive and abandon all personal property exemptions that might apply to the System and/or Purchased Goods.

You agree that the System and Purchased Goods are not fixtures or designed or intended to be permanently or semi-permanently attached to or incorporated into real property or any other property you use as your residence and is instead designed to be readily removable from your residence. We disclaim any mechanic's or materialman's or similar lien to which we might otherwise be entitled by law as a result of or in connection with this Agreement with respect to (1) your principal residence and (2) any part of the System and Purchased Goods that are attached to or that becomes part of your principal residence.

7. Protecting the Security Interest

We may choose to file financing statements and other notices to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing statements, continuation statements, amendment statements, termination statements, and other notices, pursuant to the Uniform Commercial Code ("UCC") and other applicable law, in form satisfactory to us, to evidence our security interest. You agree to cooperate with us to assist us in protecting our security interest. You also promise to pay our costs, including but not limited to any attorneys' fees we incur in protecting or enforcing our security interest and rights in and relating to the System, the Purchased Goods, and this Agreement, upon our request to the extent permitted by applicable law.

You acknowledge an express intent to grant us a security interest in the System and Purchased Goods and hereby waive and abandon all personal property exemptions that might apply to the System and/or Purchased Goods. .

8. Use of the System

Until all amounts owed under this Agreement are paid in full, you promise you will:

- (i) use the System and Purchased Goods carefully, keep it in good repair, and use reasonable efforts to avoid damage to the System and Purchased Goods;

- (ii) follow all safety warnings and installation and operation instructions included in the documentation we provide you for the System and Purchased Goods;
- (iii) only have the System repaired pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;
- (iv) perform your obligations under the Warranty Agreement and not take or fail to take any action that would cause the Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the System;
- (v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when installed;
- (vi) protect the System from animals and infestation;
- (vii) keep the panels and modules clean, pursuant to the Warranty Agreement and the Solar Service Guide;
- (viii) not modify your Home or landscaping in a way that shades the System;
- (ix) be responsible for creating the space and any necessary conditions at your Home that affect the installation and operation of the System and Purchased Goods (e.g. not blocking access to the roof or removing a tree that is in the way);
- (x) be responsible for the structural integrity of the Home where the System and Purchased Goods are installed, including the structural or electrical modifications necessary to prepare you Home and roof. You agree that we are not responsible for any known or unknown property conditions;
- (xi) not remove any markings or identification tags on the System or Purchased Goods;

DocuSigned by:

Buyer's Signature:

 JUSTIN DAHLGREN
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Co-Buyer's Signature:



- (xii) permit us, after we give you reasonable notice, to inspect the System and Purchased Goods for proper operation as we reasonably determine necessary;
- (xiii) use the System and Purchased Goods primarily for personal, family or household purposes, but not to heat a swimming pool;
- (xiv) not do anything, permit or allow to exist any condition or circumstance that would cause the System and/or Purchased Goods not to operate as intended at the Property;
- (xv) not use the System and/or Purchased Goods for any unlawful purpose;
- (xvi) notify us if you think the System and/or Purchased Goods are damaged or appear unsafe or are stolen, and prior to changing your power supplier;
- (xvii) obtain our written permission before making any changes to the System and/or Purchased Goods;
- (xviii) not sell, transfer, or lease the System and Purchased Goods, except for as provided in Section 21 below, or use it as security for a loan from another creditor;
- (xix) not allow any other security interest or lien to attach to the System and/or Purchased Goods, whether by your action, inaction, or operation of law;
- (xx) give us written notice of any third party's claim to the System and/or Purchased Goods (including any part of the System and/or Purchased Goods) or any third party's attempt to repossess, foreclose on, or sell the System and/or Purchased Goods (including any part of the System and/or Purchased Goods), promptly after you first discover or have reason to suspect such a third-party claim or attempt;
- (xxi) permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;
- (xxii) return signed any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them; and

- (xxiii) procure and maintain adequate insurance coverage for the System and Purchased Goods. You may obtain this insurance from anyone you want.

9. Property Taxes and Fees

You promise to pay all taxes and fees (such as registration fees and personal property taxes) due on the System and Purchased Goods. If you do not pay the taxes or fees on the System and Purchased Goods when due, we may pay these obligations, but we are not required to do so. Any money we spend for taxes or fees may be added to the unpaid balance owed under this Agreement, and you agree to pay interest on those amounts at the annual rate described in Section 1 above (or, if applicable, at any lower rate required by applicable law). If we add amounts for taxes or fees to the unpaid balance owed under this Agreement, we may increase the dollar amount of the required monthly payments to pay the amounts added within the remaining term of this Agreement.

10. Title and Risk of Loss

Title to the System and Purchased Goods shall transfer to you on the Interconnection Date. After delivery of the System equipment and materials and Purchased Goods to your property, other than damages directly resulting from our actions, you bear risk of loss to the System and Purchased Goods for all causes of loss not covered for the System under the Warranty Agreement and for all losses occurring after the end of the warranty period provided therein. We retain all intellectual property rights and access to any data generated by our monitoring system.

11. Default

You will be in default if: (a) you do not make any required payment in full when such payment is due; (b) you fail to perform any obligation under the Home Improvement Agreement; (c) you file a bankruptcy or similar petition or one is filed against you; (d) you sell your Home and do not pay off your obligations under this Agreement, or have the buyer of your current home assume the outstanding obligations under this Agreement (subject to the limitations as further set forth in Section 21 below); (e) you are in default under any loan obligation that is secured by your Home; (f) your Home is subject to a foreclosure sale; (g) your Home is taken through eminent domain; (h) you fail to pay any taxes and fees due on the System and/or Purchased Goods; or



(i) you, or any Co-Borrower signing this Agreement, commit fraud, fail to keep any other promise in this Agreement, breach any obligation under this Agreement, or make any false or misleading representation in this Agreement or on the application relating to this Agreement.

If you are in default, we may declare the entire unpaid balance immediately due, including all accrued interest, late charges, and other amounts owed. We do not have to give you notice of default or notice of acceleration unless required by applicable law. If we accept a late or partial payment, we do not waive the right to acceleration under this Agreement, whether or not we have already exercised our acceleration right. If we exercise our acceleration right, interest will continue to accrue on the unpaid Principal at the annual rate described in Section 1 above, until all amounts due under this Agreement have been paid in full.

If you are in default under this Agreement, you are also in default under the Home Improvement Agreement and the Warranty Agreement. If you are in default under the Home Improvement Agreement or the Warranty Agreement, you are also in default under this Agreement.

If you or Creditor terminate this Agreement prior to the payment of all amounts owed under this Agreement, the Home Improvement Agreement, and the Warranty Agreement will also terminate.

12. Additional Action After Default

Where permitted by law, if you are in default, in addition to the acceleration right discussed in Section 11 above, we may: (a) take possession of the System and/or Purchased Goods; (b) disable or disconnect the System; (c) submit to credit reporting agencies negative credit reports that would be reflected on your credit records; (d) notify the Provider under the Warranty Agreement and receive from the Provider any and all payments that otherwise would be due to you under the Warranty Agreement (e.g., power production guarantee payments); and (e) exercise any other legal or equitable remedy or right we may have when you are in default. You and any Co-Borrower signing this Agreement give us permission to enter and access your property in order to take possession of the System. If we take possession of the System and/or Purchased Goods, we may resell the System and/or Purchased Goods and apply the proceeds of such a resale to the amounts owed

under this Agreement. If there is any surplus after we apply the proceeds of such a resale to the amounts owed under this Agreement, we will pay the surplus to you or to any other person legally entitled to it.

You agree to pay any attorney (who is not our salaried employee) fees and costs to the extent permitted by applicable law and other collection costs that we reasonably incur at any time in collecting amounts owed under this Agreement, including without limitation during any bankruptcy proceedings or upon any appeal. You also agree to pay our actual and reasonable costs of collection resulting from any failure to give us notice of a change to your residence address, or from changing the address where the System and Purchased Goods are kept without first obtaining our written permission. You also agree to pay our reasonable costs of repossessing, storing, preparing for sale, and reselling the System and/or Purchased Goods, to the extent allowed by applicable law.

13. Additional Agreements

Notice of Changes. You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System and/or Purchased Goods or impact our security interest in the System and/or Purchased Goods.

Waiver of Confidentiality of Residence

Address. By signing this Agreement, and until such time as we are paid in full, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your current residence address.

Privacy Policy. You have read, understand and agree with the terms of Sunnova's Privacy Policy as set forth on our website:

<https://www.sunnova.com/privacy-policy> You also understand that Sunnova's Privacy Policy may be changed from time to time.

You authorize Sunnova to collect, share, and exchange data related to your System, Purchased Goods, your energy usage and/or energy production, your electric bill, operational data about your System and ESS, and your location data, for purposes of registering and including your System and battery in programs



relating to energy services operating and improving such programs, and as otherwise permitted by applicable law.

Monitoring and Recording Telephone Calls.

We and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You expressly consent to our, and others acting on our behalf, using prerecorded/artificial voice messages, or text messages, while servicing and enforcing our rights under this Agreement, including the collection of outstanding payments. In making calls to you, you agree that we, and others acting on our behalf, may use any telephone number you provide us, or that is lawfully given to us by someone other than you even if the number is for a mobile telephone, and even if our doing so results in charges to you under your telephone payment plan. We will not charge you for such calls.

DocuSigned by:

Buyer's Signature:

JUSTIN DAHLGREN
1E463293B46A41A...

Co-Buyer's Signature:

14. Each Person Responsible

Each person who signs this Agreement as a Borrower or Co-Borrower will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for the entire amount owed under this Agreement. We may release any Borrower or Co-Borrower and any remaining Borrower and Co-Borrower will still be obligated to pay all amounts owed under this Agreement. We may release our security interest in the System without affecting the obligation of any Borrower or Co-Borrower to pay all amounts owed under this Agreement. This Agreement shall be binding upon each of your heirs and legal representatives and we can also enforce this Agreement against your heirs or legal representatives.

15. Delay in Enforcing Rights

We can, without notice, waive or delay enforcing any of our rights under this Agreement or under applicable law, or exercise only part of our rights, any number of times without losing the ability to exercise any of our rights later. If we

choose to waive a right that we have under this Agreement or under applicable law at one time, we do not waive that right or any other right at a later time or for subsequent events or occurrences.

16. Notices and Consent to Electronic Communications

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party shall deem a document faxed or sent via PDF as an original document. Notices required under this Agreement will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all (unless otherwise required by applicable law).

17. Force Majeure

In the event the System becomes inoperable or is destroyed due to a Force Majeure Event, your payment obligations under this Loan and Security Agreement will be suspended until the System is repaired, and the terms of this Loan and Security Agreement and the Warranty Agreement will be extended for an equivalent period of time; provided however, that (i) you provide notice to Sunnova of the Force Majeure Event and your intention to rely upon the Force Majeure Event as a basis for suspending payments, and (ii) the payment obligations may be suspended and the term extended only for the amount of time that Sunnova may determine, in its sole discretion, that a Force Majeure Event exists and provides written confirmation of the same. **For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a "Total Loss" as that term is defined in the Warranty Agreement.**

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or



undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

18. No Oral Agreements

THIS WRITTEN CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING OUR LOAN TO YOU TO FINANCE THE PURCHASE OF THAT SYSTEM AND YOUR AGREEMENT TO REPAY THAT LOAN, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Any change to this Agreement must be written and signed by the party against whom enforcement is sought. Oral changes are not binding.

19. Warranty

Certain system components are covered under the applicable equipment or manufacturer's warranty as provided in the applicable Warranty Agreement attached hereto. The Warranty Agreement covers certain routine maintenance and monitoring of the System and includes certain limited warranties. Please see the Warranty Agreement for additional details. The System is not covered except as set forth in the Warranty Agreement or as specifically required by applicable law.

We shall assume no expense, liability or responsibility for repairs made by or for you without written authorization from us and which are not covered by a manufacturer's or other applicable warranty or by the Warranty Agreement. You will comply with any requests

to assist you in correcting defects or making any repairs that are covered by a manufacturer's warranty or by the Warranty Agreement. The Warranty Agreement for the System does not apply to the Optional Services or any of the Purchased Goods.

20. Accuracy of Information/Credit Reports

By signing this Agreement, you represent to us that all the information you have furnished to us (or have caused others to furnish to us) in connection with this Agreement (including any application for this Agreement) is, to the best of your knowledge, true, complete and accurate, does not include any false or misleading information, and does not omit any material, relevant information. You agree that at any time while you have a contract with us, that we may obtain employment and income records, credit bureau reports on you, verify your credit references and we may check any of the information provided to us from whatever source we choose to verify it.

Additionally, upon request, you agree to promptly give us accurate updated financial information about yourself. We may report information about this Agreement to credit bureaus. Late payments, missed payments, or other defaults on this Agreement may be reflected in your credit report.

Credit Report Notice. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

21. Assignment

You may not assign your rights or obligations under this Agreement (including transferring this Agreement to a subsequent purchaser of your Home) without our written permission, which we may withhold in our sole discretion.

We may sell, assign, or transfer our rights and obligations under this Agreement without your permission. We may sell, assign, or transfer this Agreement for an amount that is more than or less than the unpaid Principal amount owed.

If you sell your Home, you can transfer your rights and obligations under this Agreement and the Limited Warranty to the person who will be buying your Home, subject to our discretion and so long as that person meets our credit requirements. If we do not consent to the transfer or the new homeowner does not meet



our credit requirements, you may prepay your balance due under this Agreement in accordance with Section 2 and transfer your rights and nonpayment obligations under this Agreement and under the Warranty Agreement to the person who will be buying your Home. If you sell your Home, you must give us at least 30 days prior written notice. You acknowledge that we reserve the right to charge a transfer fee of \$250, which fee may be increased at any time to reflect any taxes, licenses, permits, costs, fees or charges that may be charged to Sunnova and/or its subcontractors by any utility or governmental agency relating to the transfer of the System or ESS or services. Any assignment by you of this Agreement in violation of this provision shall be automatically null and void ab initio.

Under no condition may you transfer or sell the System or Purchased Goods independently of a sale of your Home.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 21 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Buyer(s)' Initials

JD

22. Governing Law

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

23. Arbitration

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In this Section 23, the words "you" and "your" mean any person signing this Agreement as a Borrower or Co-Borrower. Unless the context

requires otherwise, the words "we," "us" and "our" mean the Creditor named above and any assignee of this Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Home Improvement Agreement without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Loan and Security Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims, and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee, except where prohibited by law. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. If we initiate the arbitration, we will pay all applicable filing fees and applicable arbitration fees and costs.



We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (nonclass, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or this Section 23 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 23 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute. **EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR**

SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 23, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

ALL DISPUTES AND DETERMINATIONS CONCERNING THE ARBITRABILITY OF A CLAIM (INCLUDING DISPUTES ABOUT THE SCOPE, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, OR VALIDITY OF THE AMENDMENT OR THIS SECTION SHALL BE DECIDED BY THE ARBITRATOR.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF



GENERAL JURISDICTION). THE PHRASE "SMALL CLAIMS COURT" MEANS AND IS INTENDED TO BE LIMITED TO THOSE COURTS THAT HAVE JURISDICTION TO HEAR CIVIL LAWSUITS LIMITED TO DISPUTES WITH A TOTAL AMOUNT IN CONTROVERSY OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) OR LESS.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS.

Buyer's Signature:

DocuSigned by:
JUSTIN DAHLGREN
 1E463293B46A41A...

Co-Buyer's Signature:

24. Privacy/Publicity

You grant Creditor the right to publicly use, display, share, and advertise the photographic images, System details, price and any other nonpersonally identifying information of your System.

Buyer's Initials

25. Headings and Interpretation

The headings in this Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections you may give examples, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Agreement.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of "business days" all Saturday, Sundays and holidays should be excluded.

26. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our employees, officers, directors, agents, 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 breach of this Agreement or your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Security Agreement.

27. Cancellation Period

The Home Improvement Agreement is subject to a cancellation period. If the Home Improvement Agreement is canceled within the cancellation period for the Home Improvement Agreement, this Loan and Security Agreement will be automatically canceled.

28. Notice

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BORROWER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BORROWER SHALL NOT EXCEED AMOUNTS PAID BY THE BORROWER HEREUNDER.

REST OF PAGE INTENTIONALLY LEFT BLANK




29. Signatures.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS AGREEMENT, INCLUDING SCHEDULE 1 AND THE DISCLOSURES AT PARAGRAPHS 3 - 5. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS AGREEMENT AT THE TIME YOU SIGN IT.

Buyer's Name: **JUSTIN DAHLGREN**

Signature: DocuSigned by:

1E463293B46A41A...

Date: November 12, 2021 | 15:44 MST

Co-Buyer's Name:

Signature:

Date:

Creditor: **Sunnova Energy Corporation**



John Santo Salvo

Authorized Signatory

Sunnova Energy Corporation

Date: November 12, 2021 | 15:44 MST



SCHEDULE 1
ESTIMATED SCHEDULE OF MONTHLY PAYMENTS

Months	Additional Payment Made		Additional Payment Not Made	
	ACH	No ACH	ACH	No ACH
1-18	\$198.61	\$208.61	\$198.61	\$208.61
19-300	\$198.61	\$208.61	\$272.85	\$282.85
Month 18 Additional Payment		\$20,935.04		


Exhibit 3
PLATINUM WARRANTY AGREEMENT

BUYER NAME AND ADDRESS	JUSTIN DAHLGREN 25 GULLEY DR SOUTH WINDSOR, CT 06074	CO-BUYER NAME (IF ANY)	
INSTALLATION LOCATION	25 GULLEY DR SOUTH WINDSOR, CT 06074	CONTRACT ID	EJ004181833

1. INTRODUCTION

You, the Buyer and any Co-Buyer named above, by signing below, are entering into this Warranty Agreement (the "Warranty Agreement" or "Limited Warranty") with
 <<Installation_Partner_Account_Name>>

("Provider", "we", "us" or "our"), dated as of the date shown above. Per the terms of this Warranty Agreement (which is entered into in connection with a related Home Improvement Agreement and Loan and Security Agreement), Provider, or agents or contractors or subcontractors appointed by Provider, shall provide certain warranties for the System you are purchasing from the Provider (collectively, the "Services"). Except as otherwise expressly provided herein, this Warranty Agreement begins on the date the System is connected to the electrical grid (the "Interconnection Date") and shall end 25 years after your first required monthly payment due date under the related Loan and Security Agreement you are entering into with the Contractor (the "Warranty Term"). "You" and "your" refer to the Buyer and any Co-Buyer named above, individually and jointly.

This Warranty Agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

The System will be located at the Installation Location listed above (your "Property" or your "Home" and includes all applicable accessories, mounting hardware, and attachments, as described more fully in the Residential Home Improvement Agreement ("Home Improvement Agreement") between you and the Provider named above).

2. LIMITED WARRANTIES
a. System Warranty

During the entire Warranty Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty").

b. Roof Warranty

If your roof is penetrated during a System installation, we will warrant roof damage caused by us or our contractors. This roof warranty will begin the date of the System installation and run the longer of (a) ten (10) years following the completion of the System installation; and (b) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period").

This Roof Warranty is separate from any additional warranty you may receive as part of the Optional Services, if applicable, as provided in **Annex A.**

c. Repair Promise

During the entire Warranty Term, Provider, through its contractors or subcontractors, will honor the System Warranty and will cause the repair or replacement of any defective part, material or component or correction of any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty (the "Repair Promise"). If our contractors damage your Home, your belongings, or your Property, we will cause our contractors to repair the damage they cause or pay you for the damage as described below in Section 4. Provider may use new or reconditioned parts when making repairs or replacements. Provider may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the


Sunnova SunSafe® Solar + Battery Storage Service
 Easy Own Plan™ Equipment Purchase

guarantees set forth in this Warranty Agreement. Cosmetic repairs that do not involve safety or performance shall be made at Provider's discretion.

d. ESS Warranty

The ESS for your System is covered by a manufacturer's limited warranty ("Manufacturer's Limited Warranty") that ensures your System will perform to levels specified therein. You acknowledge that you have received a copy of your Manufacturer's Limited Warranty with this Agreement.

Provider will facilitate the repair or replacement of the ESS under the Manufacturer's Limited Warranty (or at its own cost, if not within the Manufacturer's Limited Warranty) to ensure that the ESS performs to the levels specified in the Manufacturer's Limited Warranty during the Warranty Term. Any replacement or repair under this Section is subject to the circumstances described under Sections 7 and 11 below.

e. System Operation and Curtailment

Your System and the ESS are designed to export excess power to your utility. Nonetheless, in the event that you experience a power outage from the utility, your System will not be able to export any power to the utility during the time of the power outage, which could cause curtailment and a loss on the excess energy produced.

f. Warranty Length

The warranties in Sections 2 above will start on the Interconnection Date and continue through the entire Warranty Term (except as described in Section 9 below).

The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2 above. The Warranty Term may be longer than the term of your obligations under the Loan and Security Agreement.

g. Power Production Guarantee

Provider guarantees that during the Warranty Term the System will generate the guaranteed annual kilowatt-hours (kWh) ("Guaranteed Annual kWh") in the table set forth below as follows:

Year	Guaranteed Annual kWh
1	6,380.26
2	6,348.36
3	6,316.62
4	6,285.04

5	6,253.61
6	6,222.34
7	6,191.23
8	6,160.28
9	6,129.47
10	6,098.83
11	6,068.33
12	6,037.99
13	6,007.80
14	5,977.76
15	5,947.87
16	5,918.13
17	5,888.54
18	5,859.10
19	5,829.81
20	5,800.66
21	5,771.65
22	5,742.79
23	5,714.08
24	5,685.51
25	5,657.08

- (i) If at the end of the first thirty-six (36) month anniversary of your first required monthly payment due date under the Loan and Security Agreement and each successive twelve (12) month anniversary thereafter the cumulative Actual Annual kWh (defined below) generated by the System is **less than** the cumulative Guaranteed Annual kWh, then we will credit your account or provide you with a refund, if you have already paid your obligations under the Loan and Security Agreement in full, in an amount equal to the difference between the cumulative Actual Annual kWh and the cumulative Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). We will credit your account (or a refund in that amount will be mailed or electronically transferred) within thirty (30) days of the end of the calendar year. Your cumulative Actual Annual kWh is dependent on a shading percentage of 24.23 % on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

The Guaranteed Annual kWh will be lower than the forecasted system output due to the variability in local weather conditions and the impact those conditions have on actual system



production.

For example, if the first thirty-six (36) month period commences on October 10, 2010 and ends on October 9, 2013, and the energy the System was supposed to generate is less than the energy the System was guaranteed to generate during such thirty-six (36) month period, we will credit your account the difference between the Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh within thirty (30) days after December 31, 2013. See the table below for an example.

- (ii) If at the end of the first thirty-six (36) month anniversary of your first required monthly payment due date under the Loan and Security Agreement and each successive twelve (12) month anniversary thereafter the Actual Annual kWh is greater than the Guaranteed Annual kWh during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Guaranteed Annual kWh then this additional energy is yours at no additional cost.

“Actual Annual kWh” means the AC electricity produced by your System in kilowatt-hours measured and recorded by Provider during each successive twelve (12) month anniversary of your first monthly payment due date plus any carryover. To measure the Actual Annual kWh we will use the Power Monitor or to the extent such services are not available, we will estimate the Actual Annual kWh by reasonable means.

“Guaranteed Energy Price per kWh” means \$0.211 per kWh.

h. General

When the System is installed Provider will provide you with a link to its Solar Service Guide. This Guide provides you with System information about your System and solar energy, monitoring and maintenance instructions, answers to frequently asked questions, and service information.

i. Power Monitor

During the Warranty Term, we will provide you at no additional cost our Power Monitor service (“Power Monitor”). If your System is not operating within normal ranges, the Power Monitor will alert us, and we will remedy any material issues promptly.

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available, then we will not be able to monitor the System to provide you with your Power Production Guarantee. To continue your Power Production Guarantee under this Warranty Agreement (a) you will be required to provide us with annual production information from your inverter; or (b) We, in our sole discretion, will estimate annual production. In connection with such any such estimated production by us, we will make commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, we will make the adjustment based on the original kWh expectation attributable to such period.

j. Claims Process

You can make a claim by:

- (i) Emailing us at the email address provided to you after Interconnection;
- (ii) Writing a letter to our mailing address, as identified in the Home Improvement Agreement or provided to you after Interconnection, and sending it overnight mail with a well-known service; or
- (iii) Creating a claim through our online customer portal at customerservice@sunnova.com.

k. Transferable Limited Warranty

Provider will accept and honor any valid and properly submitted claim made during the Warranty Term pursuant to this Section 2 by any person who purchases or otherwise acquires the System from you as permitted under the Loan and Security Agreement. If you have already paid all amounts due under the Loan and Security Agreement, you may transfer your rights and obligations under this Warranty Agreement to a purchaser of your Home. Should you transfer the System independently of the sale of your Home, this Warranty Agreement is deemed terminated and void.

l. Exclusions and Disclaimer

The warranties and guarantees provided in this Warranty Agreement do not apply to any lost power production or any repair, replacement or correction required due to any of the following:

- (i) Someone other than Provider or its



- approved service providers installed, removed, re-installed or repaired the System;
- (ii) Destruction or damage to the System or its ability to safely produce or store power not caused by Provider or its approved service providers while servicing the System (e.g. if a tree falls on the System we will not repay you for power it did not produce) (see also Section 9 below);
 - (iii) Your failure to perform or breach of your obligations under the Loan and Security Agreement (e.g. you modify or alter the System).
 - (iv) Your failure to perform or breach of this Warranty Agreement, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, your failure to maintain the System as stated in the Solar Service Guide, your failure to provide warranty information or your failure to provide assistance in obtaining any manufacturer's warranties;
 - (v) Any Force Majeure Event (as defined in Section 5 below);
 - (vi) Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
 - (vii) Any System failure or lost production or power not caused by a System or ESS defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
 - (viii) Theft of the System (e.g. if the System is stolen we will not repay you for the power it did not produce) (see also Section 9 below);
 - (ix) A power or voltage surge caused by someone other than Provider, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;
 - (x) The removal of the System from your Property or Home or the sale of the System to a third party who is not a

purchaser of your Home; and

- (xi) A change in usage of the Property or any buildings at or near such Property that may affect insulation without Provider's prior written approval.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2 AND ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY PROVIDER WITH RESPECT TO THE SYSTEM. PROVIDER HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY STATE LAW, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

m. Your Additional Obligations

You grant Provider and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of compliance with this Limited Warranty and Warranty Agreement.

If you want to make any repairs or improvements to the Property that could interfere with the System, you may only remove and replace the System at your cost and pursuant to Section 4 of this Limited Warranty.

During the Warranty Term you agree:

- (i) To use the System carefully, keep it in good repair, and use reasonable efforts to avoid damage to the System;
- (ii) Follow all safety warnings and installation and operation instructions included in the documentation provided to you for the System;


Sunnova SunSafe® Solar + Battery Storage Service
 Easy Own Plan™ Equipment Purchase

- (iii) To have the System repaired only pursuant to the Warranty Agreement and reasonably cooperate when repairs are being made;
- (iv) To perform your obligations under this Warranty Agreement and not take or fail to take any action that would cause this Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under the Warranty Agreement, or disqualify or void any equipment or manufacturer's warranty applicable to any component of the System;
- (v) To keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Provider installed it;
- (vi) To protect the System from animals and infestation;
- (vii) To not modify your Home or landscaping in a way that shades the System;
- (viii) To be responsible for creating space and the necessary conditions at your Home that affect the installation and operation of the System and/or, specifically the ESS (e.g. not blocking access to the roof or removing a tree that is in the way);
- (ix) To be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System and ESS. You agree that Provider is not responsible for any known or unknown property conditions;
- (x) To not remove any markings or identification tags on the System;
- (xi) To permit Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (xii) To use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (xiii) To not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (xiv) To not use the System for any unlawful purpose;
- (xv) To notify Provider if you think the System is damaged, appears unsafe or is stolen, and prior to changing your power supplier;
- (xvi) To obtain Provider's written permission before making changes to the System;
- (xvii) To not sell, transfer, or lease the System except as permitted under the Loan and Security Agreement, or use it as security for a loan from another creditor;
- (xviii) Not to allow any other security interest or lien, other than that permitted under the Loan and Security Agreement, to attach to the System, whether by your action, inaction, or operation of law;
- (xix) To give Provider written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess, foreclose on, or sell the System (including any part of the System), promptly after you first discover or have reason to suspect such a third-party claim or attempt;
- (xx) To permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;
- (xxi) To return signed any documents sent to you by Provider for signature (like incentive claim forms) within five (5) business days of receiving them; and
- (xxii) To procure and maintain adequate insurance coverage for the System. You may obtain this insurance from anyone you want.

3. PROVIDER'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (a) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (b) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a



significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL AND INFORMATION AND DATA

You agree that if (a) the System needs any repairs that are not the responsibility of Provider under this Limited Warranty, (b) the System needs to be removed and reinstalled to facilitate remodeling of your Home, you will have Provider, or its approved service providers, at your expense, perform such repairs, removal and reinstallation on a time and materials basis. You further agree that, if you relocate the System, Provider will need to reevaluate production of the System at the substitute premises and may need to revise the estimates in this Limited Warranty.

You agree that Provider and any of its agents or contractors or subcontractors appointed by Provider, are entitled to collect and retain information and data regarding the System including but not limited to data and equipment performance and that Provider is entitled to share such information with any person entitled to receive payments under the Loan and Security Agreement and/or with any assignee of Provider's rights or obligations under this Warranty Agreement. You agree that Provider owns all information and data regarding the System that is collected.

5. PROVIDER'S USE OF BATTERY POWER

You agree that Provider shall have the right to remotely monitor, update, control, and cause energy to be discharged or reserved from and in the ESS (batteries) without notice, for the purposes of increasing your energy savings, preparing you for potential grid outage situations and for your participation in third-party programs (including, but not limited to utility or grid programs), or otherwise participating in the management of electricity in your service area. Should Provider change the mode of your battery (to discharge or reserve), you will benefit either through direct use of the energy discharged or reserved or the receipt of a net metering credit, as applicable in your utility district. Provider further agrees that should it remotely discharge your battery it will not cause any undue strain on or alter the warranty for the ESS, and in these programs managed by Provider, Provider will maintain a reserve of no less than a 20% charge in your battery following such discharge in coordination with a third-party program. You acknowledge and agree that Provider may receive compensation as a result of your participation in an

energy management program including, but not limited to load shifting, capacity, voltage management, or any other use of the ESS energy within the parameters defined above. You further acknowledge that in exchange for Provider's ability to control the battery and receive compensation as a result of your participation in an energy management program, you have received beneficial pricing for your System, including the ESS, and you hereby waive any and all claims to further compensation from Provider or any third party. Notwithstanding the prior sentence, Provider from time to time may offer additional opportunities for customer participation in third-party programs subject to a separate agreement, and you may be eligible to receive compensation from Provider in connection with such programs. Should participation in a third-party grid services program be available in your utility district, we will provide you with the applicable paperwork and terms and conditions for enrollment.

6. BACKUP POWER

Provider may direct for your use or export within certain limited circumstances described above in section "Provider's Use of Battery Power" up to 80% of the stored energy from the ESS. You acknowledge and agree that only the energy in the ESS, if any, at the time of a grid outage will be available to you for backup power services as well as any additional energy produced and charged by your solar system during that outage. Sunnova provides no guarantee or warranty that battery backup capacity will be available without interruption during every power outage. You agree that Provider will not be liable in the event the ESS fails to provide backup power and Provider disclaims any such liability irrespective of the reason for such failure. **DO NOT DEPEND ON BATTERY BACKUP TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.**

7. FORCE MAJEURE

If Provider is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Provider will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. Provider, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Provider's suspension of its obligations is of



no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and

- c. No Provider obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

“Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by Provider’s fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Provider’s failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Provider including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Provider or under its control.

Performance times under this Warranty Agreement and the Loan and Security Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, where the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Warranty Agreement and the Loan and Security Agreement may be suspended during the duration of the Force Majeure Event and then the term of the Warranty Agreement and/or Loan and Security Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions. For the avoidance of doubt, this section does not apply if the System is destroyed beyond repair and is a “Total Loss” as that term is defined below.

8. LIMITATIONS ON LIABILITY

a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES PURSUANT TO SECTIONS 2, SUBJECT TO 6, UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL PROVIDER OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

b. Limitation of Duration of Implied Warranties

IN THE EVENT THAT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW CANNOT BE WAIVED, SUCH WARRANTIES SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

c. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Provider’s total liability arising out of or relating to this Limited Warranty for damages to your Home, belongings and Property shall in no event exceed five hundred thousand dollars (\$500,000).

9. NOTICES

a. To Provider

All notices under this Warranty Agreement shall be made to Provider at the address in this Warranty Agreement or any subsequent addresses provided to you by Provider.

b. To Buyer

All notices under this Warranty Agreement shall be made to Buyer at the address in this Warranty Agreement, through the customer portal, or any subsequent address you give us for this Warranty Agreement.

10. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Provider may assign its rights or obligations under this Warranty Agreement to a third party without your



consent, provided that any assignment of Provider's obligations under this Warranty Agreement shall be to a party professionally and financially qualified to perform such obligation. This Warranty Agreement protects only the person who owns the System. Your rights and obligations under this Warranty Agreement will be automatically transferred to any person who purchases or otherwise acquires the System from you, to the extent allowed under the Loan and Security Agreement or this Warranty Agreement.

11. EARLY TERMINATION

Notwithstanding any other provision of this Warranty Agreement, this Warranty Agreement shall automatically terminate if the System is completely destroyed, stolen and not recovered within ten (10) days, or damaged beyond repair as the direct result of an accident, natural disaster, act of God, or similar catastrophic event that is not caused, not materially aggravated, or not substantially worsened by the negligence or willful misconduct of you, your agents, contractors (other than Provider), or your or their representatives (a "Total Loss" of the System).

12. ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In this Section 10, the words "you" and "your" mean any person signing this Warranty Agreement as a Buyer or Co-Buyer and any person who purchases the System from you. Unless the context requires otherwise, the words "we," "us" and "our" mean the Provider named above and any assignee of the Provider's rights or obligations under this Warranty Agreement.

The laws of the state where your Home is located shall govern the substance of your claims under this Warranty Agreement without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Warranty Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising), consumer protection claims; or any claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules") by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Warranty Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Warranty Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of



a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph or this Section 10 is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section 10 (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute. **EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.**

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 10, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE

DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS:

DocuSigned by:

Buyer's Signature:

JUSTIN DAHLGREN
1E463293B46A41A...

Co-Buyer's Signature:

13. GOVERNING LAW

Except to the extent inconsistent with or preempted by federal law (including the Federal Arbitration Act), the law of the state where the System is located applies to this Warranty Agreement, without regard to principles of conflict of law or choice of law. If any portion of this Warranty Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

14. EACH PERSON RESPONSIBLE

Each person who signs this Warranty Agreement as a Buyer or Co-Buyer will be individually and jointly responsible for all obligations of the Buyer or Co-Buyer under this Warranty Agreement. This means we can enforce our rights against any one of you individually or against some or all of you together for any obligations of the Buyer or Co-Buyer under this Warranty Agreement. We may release any Buyer or Co-Buyer and any remaining Buyer and Co-Buyer will still be required to fulfill all obligations of the Buyer or Co-Buyer under this Warranty Agreement. We may release our security interest in the System without affecting the obligation of any Buyer or Co-Buyer under this Warranty Agreement. This Warranty Agreement shall be binding and enforceable upon you each or your heirs and legal representatives.

15. RIGHT TO CANCEL

You are voluntarily entering into this Warranty Agreement in connection with a related Home Improvement Agreement and Loan and Security Agreement between you and the Provider and Creditor, respectively. If you cancel either of those agreements within the cancellation periods described



in those agreements, this Warranty Agreement and each of those other agreements will be automatically canceled.

16. DEFAULT

You will be in default if you, or any Co-Buyer signing this Warranty Agreement, commit fraud, fail to keep any other promise in this Warranty Agreement, breach any obligation under this Warranty Agreement, or make any false or misleading representation in this Warranty Agreement or on the application relating to this Warranty Agreement. If you are in default the Limited Warranties provided for in this agreement are void.

If you are in default under the Loan and Security Agreement or the Home Improvement Agreement, you are also in default under this Warranty Agreement.

COPY VIEW



Sunnova SunSafe® Solar + Battery Storage Service
Easy Own Plan™ Equipment Purchase

17. SIGNATURES

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS WARRANTY AGREEMENT BEFORE YOU SIGN IT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS WARRANTY AGREEMENT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS WARRANTY AGREEMENT AT THE TIME YOU SIGN IT.

Buyer's Name: JUSTIN DAHLGREN

DocuSigned by:

Signature:

JUSTIN DAHLGREN

1E463293B46A41A...

Date: November 12, 2021 | 15:44 MST

Co-Buyer's Name (if any):

Signature:

Date:

Provider: Venture Solar

DocuSigned by:

Signature:

Darren Handler

287B5248F66E415...

Date: November 12, 2021 | 15:55 MST

GRID SERVICES AGREEMENT

<p>Homeowner Name and Address JUSTIN DAHLGREN 25 GULLEY DR SOUTH WINDSOR, CT 06074</p> <p>Contract ID EJ004181833</p>	<p>Co-Owner Name (If Any)</p>	<p>Installation Location 25 GULLEY DR SOUTH WINDSOR, CT 06074</p>	<p>Installer Venture Solar 67 West Street Suite 211 Brooklyn, NY 11222</p> <p>License CT: HIC.0650479 , ELC.0200835-E1 NJ:13VH10996500 Electrical: 34EI01837600 MA: HIC: 197476, NH: 0506C RI: 44068, AC005056</p> <p>Michael Ficarra HIS #:</p> <p>Sunnova License: AZ: ROC 297378 CA: 1003498 CO: EC. 0101708 CT: ELC.0204019-E1, HIC.0659681 DC: EM2020985 DE: 202170739 FL: EC13009344 GA: EN21803 HI: CT-34115, CT-37714 IL: DER 18- 1349, City of Aurora CNTR-01293, City of Dixon E-6978, City of Elgin 20- 00030035, City of Peoria 16-21824, City of Peru 2018-735, City of Riverside11765, City of Rock Falls 20190018, City of Chicago SE7563, City of Riverside 11765, City of Schiller Park, City of Sterling E18-08, Cook County 54266, Town of Cicero, Village of Melrose 3510, Will County CR-7824 MA: 7138, 184093 MD: MHIC No. 133886 MI: 6114392 MN: EA78134 MO: 2021007670 NH: 0497C NJ: Electrical Contractor Bus. Permit # 34EB01548900 & HIC 13VH08874400, 34EI01548900 NM: 385702 NC: U.30860 NV: 0079706 NYC Home Improvement License: 2050577-DCA, NY Nassau County: 154521, NY Putnam County: PC7158 NY, Rockland County: H-12677-40 NY, Suffolk County: 58390-H OH: EL.48037 PA: 129306 PR: SJ- 161768-CN, SJ-163781-CN RI: 39710 SC : 339 (COA), RBB.49755 TN: 76395 TX: TECL 33134 Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1- 800-803-9202, 512-463-6599; website: www.tdlr.texas.gov<http://www.tdlr.texas.gov> UT: 12158185-5501 VA:</p>
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GRID SERVICES AGREEMENT

			2705177872 (ELE) & (AES) WV: WV061088
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GRID SERVICES AGREEMENT

This Grid Services Agreement (“Agreement”) is entered into between the Homeowner listed above (referred to herein as “you” or “Homeowner(s)”) and Sunnova Energy Corporation and its successors and assigns (“Sunnova”) as of the last signature dated below (the “Effective Date”).

By signing this Agreement, you are selecting to pursue an application and may be eligible for the Connected Solutions Program (the “Program”) for small scale batteries. The Program is designed to reduce stress on the grid in your electricity service area whereby customers reduce their electricity usage to help lower the demand for electricity at critical times, such as during peak periods when energy use is at its highest. If your application to participate in the Program is approved, you may be eligible to receive the Reward described below, subject to these Terms and Conditions (“Terms”).

1. Compliance with Terms. By applying for the Program, you agree to comply with and be bound by these Terms and the Program Terms and Conditions (“Terms and Conditions”) attached hereto, even if your application is not accepted or approved.
2. Program Enrollment. You authorize Sunnova to act as your designated vendor (“Vendor”) with respect to the Program and allow Sunnova to register and enroll the energy storage system (the “Battery” or “ESS”) at the installation location indicated above into the Program. Program enrollment is at the discretion of Sunnova and may be discontinued at any time.
3. Adjustment Events. You authorize Sunnova and your battery manufacturer (Tesla, Enphase or Generac, as the case may be (“Battery Manufacturer”)), in coordination with EnergyHub (the “Sponsor”) to manage and control the ESS for adjustment events,(e.g., discharge, charge, change mode of operation (the “Adjustment Events”)) in response to requests by the energy efficiency program administrator (“Program Administrator”), such as Cape Light Compact JPE, Eversource Energy, National Grid, or Unitil, as applicable. The maximum number of Adjustment Events is anticipated to be sixty (60) events during the summer and five (5) events during the winter, but subject to change as will be reflected on Sunnova’s publicly available internet site <https://www.sunnova.com/connected-solutions>.

GRID SERVICES AGREEMENT

4. Assignment and Customer Reward. In exchange for Sunnova's management of the Program application and Sunnova's administration of the ESS in relation to Adjustment Events, you hereby assign to Sunnova any and all rights you have, or hereafter have, to receive incentive payments from the Program Administrator relating to enrollment of the ESS at your Property in the Program, and you hereby designate Sunnova as your "Vendor" for the purposes of receiving incentive payments under the Program. You will receive, in return, will receive an incentive reward, (the "**Reward**") from Sunnova Energy Corporation.

The Reward for your Participation is:

For Devices located in Massachusetts and Connecticut:

Summer season - \$180/kW (based on average kW discharged per Adjustment Event and average over the course the Summer season)

Winter season - \$40/kW (based on average kW discharged per Adjustment Event and average over the course the Winter season)

For Devices located in Rhode Island:

Summer season - \$320/kW (based on average kW discharged per Adjustment Event and average over the course the Summer season)

- The Reward will be paid within sixty (60) days following each Program Period (per the dates below) so long as you are enrolled in the Program and the Program continues.
- Program Period:
Summer Program – June 1st – September 30th
Winter Program – December 1st – March 31st

5. Data Consent. You authorize Sunnova, and by extension the Sponsor and Battery Manufacturer, to (1) collect, share, and exchange data related to your identity, your opt-in or opt-out status, your energy usage and/or energy production, your administrator account, your electric bill, operational data about your Devices (collectively, "Program Data"), for the purposes of determining your eligibility for the Program, enrolling you in the Program if eligible, and operating the Program; (2) review and analyze all of your Program Data for the purposes of the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to share and exchange conclusions with and publish results based on those conclusions, provided that all such Program Data is handled in accordance with applicable privacy policies; (3) automatically signal the ESS to take part in events for this Program or for general system testing purposes; and (4) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable.

6. Email and Text Communication. You authorize Sunnova to (1) send you emails, text messages, pre-recorded messages and other notifications related to the Program, including about your enrollment status and Program-related adjustments to the Devices; and (2) send you emails, text messages, pre-recorded messages and other notifications related to surveys about the Program and to share your responses to such surveys.

7. Disqualification. Sunnova reserves the right in its sole discretion to disqualify any applicant or participant for, among other things, the provision of any false information in connection with the Program, which is a violation of these Terms and the Customer Terms and may result in the immediate disqualification of an applicant or participant in the Program and forfeiture of any Reward. You may have your participation in the Program terminated and the Reward rescinded at any time and without liability upon notice to you via email if you: (1) violate the Terms or applicable law, (2) do not comply with any reasonable request in connection with the Program, (3) do not maintain your account with Sunnova in good standing, (4) tamper or attempt to tamper with the operation of the Program or any equipment comprising part of the ESS, (5) violate the Customer Terms, or (6) do not maintain a continuous connection between the enrolled device(s) and the Program Administrator. If you enroll in a conflicting program or discontinue use of the utility service you had at the time of entering into the Program, your participation may be terminated without liability and

GRID SERVICES AGREEMENT

without prior notice. Disqualification from the Program will not affect your payment obligations under your loan and security and/or service agreement to Sunnova, and your will obligations to Sunnova will remain in effect.

8. Acknowledgments. You acknowledge and agree that participation in the Program: (1) will involve Sunnova's and Battery Manufacturer's controlling the charge and discharge of the ESS; and (2) will involve energy flowing between the ESS and your home, which can result in a slight reduction in usable solar energy. You acknowledge that participation in the Program could result in a shortage of energy to power your home or the full or partial unavailability of your ESS for backup power depending upon the charging and discharging of the ESS as a result of participation in the Program and other factors, provided however, that Sunnova agrees to always maintain a minimum of 20% reserve charge in your ESS regardless of the Adjustment Events. You acknowledge this potential for loss and unavailability and agree that Sunnova and Battery Manufacturer shall not be responsible for any such losses, shortages, or unavailability of the ESS, and Sunnova and Battery Manufacturer shall not be responsible for the cost to replace the energy that flowed out of your ESS or any other costs and expenses associated with such circumstance.

9. Termination. Our ability to offer the Program is contingent on receiving certain approvals and acceptances from the Program Administrator. If such approvals and acceptances are withheld or withdrawn, or if the Program is discontinued for any reason as a result of a change in law or other reason, the Program will be terminated along with the Reward. In the event of such termination, Sunnova will provide notice to you by email. Termination of the Program will not affect your payment obligations to Sunnova under your loan and security agreement.

10. Right To Withdraw. You may withdraw at any time by calling 1-866-SUNNOVA and speaking with a customer service representative. It may take up to sixty (60) days to process your withdrawal. If you withdraw, you will be ineligible to receive the Reward. Withdrawal will not affect your payment obligations to Sunnova, and your Sunnova customer agreement will remain in effect.

11. Privacy notice. By participating in the Program, you agree that Sunnova, Battery Manufacturer, the Sponsor and the Program Administrators may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sunnova shall protect your personal information and usage data consistent with these Terms and its then-current privacy policy.

12. Changes in your electricity costs. Neither Sunnova nor the Program Administrators are responsible for any changes in your electricity costs during the Program.

13. Information. You represent and warrant that the information you provide while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Sunnova if any information you provided during your application for the Program has changed,

14. Governing law. This Program is governed by the laws of the state of the Installation Location above without giving effect to conflict of laws principles.

15. Dispute resolution. If you and Sunnova do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted according to the terms in your agreement with Sunnova and by individual arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award. **YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE HEREUNDER, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT. THE PROGRAM OR ANY OTHER DOCUMENT DELIVERED IN CONNECTION WITH THE PROGRAM, OR ANY RELATED**

GRID SERVICES AGREEMENT

COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. ALL DISPUTES AND DETERMINATIONS CONCERNING THE ARBITRABILITY OF A CLAIM IN THIS AGREEMENT (INCLUDING DISPUTES ABOUT THE SCOPE, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, OR VALIDITY OF THE AGREEMENT OR THIS SECTION) SHALL BE DECIDED BY THE ARBITRATOR.

16. No class action or other representative litigation. Notwithstanding any of the foregoing or any other provision of this Agreement, class arbitration is not permitted under any circumstance. You and Sunnova agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the arbitrator shall have the sole and exclusive jurisdiction to hear and determine the dispute.

17. No waiver. Any failure to enforce any term of these Terms shall not constitute a waiver of that provision.

18. **LIABILITY WAIVER. YOU AGREE THAT SUNNOVA AND THE PROGRAM ADMINISTRATORS ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM WHETHER KNOWN OR UNKNOWN, NOW OR IN EXISTENCE AGAINST SUNNOVA AND PROGRAM ADMINISTRATORS FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. AS A PARTICIPANT, YOU ASSUME ALL RISK OF PARTICIPATION IN THE PROGRAM.**

19. **INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP SUNNOVA INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD SUNNOVA HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) SUNNOVA'S ALLEGED GROSS NEGLIGENCE; OR (2) SUNNOVA'S ALLEGED FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. SUNNOVA SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM.**

20. Modification. Sunnova may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also

GRID SERVICES AGREEMENT

post the most current version of the Terms on our website specified below and encourage you to check this site frequently.


21. Integration. These Terms constitute the entire agreement between Sunnova and you relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

22. Survivability. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on you, your successors, and assigns.

23. Assignability. You may not assign these Terms without the written consent of Sunnova whereas Sunnova may assign these Terms to any third party. Sunnova is not responsible for the policies, actions, or inactions of others that might prevent you from participating in the Program or claiming a Reward.

24. Acceptance. The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented electronically via website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract.

Homeowner's Name: JUSTIN DAHLGREN

Signature: 1E463293B46A41A...

Date: November 12, 2021 | 15:44 MST

Co-Homeowner's Name (if any):

Signature:

Date:

Sunnova Energy Corporation



John Santo Salvo

Authorized Signatory

Sunnova Energy Corporation

Date: November 12, 2021 | 15:44 MST

PROGRAM TERMS AND CONDITIONS

Welcome to the ConnectedSolutions Program (“Program”). By becoming a Participant of the Program, you may reduce stress on the grid in your electricity service area. By participating in the Program, you may be eligible to receive the Reward described below, subject to these Terms and Conditions (“**Terms**”). To become a Participant in the Program, you must submit an application to, and have it accepted by, both the Sponsor and the Program Administrator (as each is defined below). You must have an installed and operational Sunnova Energy Corporation approved residential battery to participate in this Program.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms, even if your application is not accepted or approved by the Sponsor (as defined below) and the Program Administrator. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Sponsor and the Program Administrator regarding your eligibility to participate are final and binding in all respects. Sponsor reserves the right in its sole discretion to disqualify any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties’ property or service. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant and forfeiture of any Reward.**

About the Program. Applicants whose applications to participate in the Program are submitted by the enrollment deadline and accepted by the Program Administrator (“**Participants**”, “**you**”, and “**your**”) and who fully comply with these Terms will receive an incentive reward, (the “**Reward**”) from Sunnova Energy Corporation. To receive the Reward, you must be accepted as a Participant by the Sponsor and Program Administrator, you agree to these terms and must assign your right to any payment or incentive from the Program Administrator to Sunnova Energy Corporation, and your participation must not be withdrawn or terminated. Participants may also help reduce stress on the electric grid.

Definitions. In the context of these Terms,

- The Program is delivered by EnergyHub, Inc., 232 3rd Street, Suite C201, Brooklyn, NY 11215 (“**Sponsor**”) on behalf of the Program Administrator.
- “**Sunnova Energy Corporation**” means Sunnova Energy Corporation, 20 Greenway Plaza, Suite 475, Houston, Texas, 77046.
- “**Provider**” means your authorized provider, reseller or representative of Sunnova Energy Corporation or its affiliates who provide your Sunnova Energy Corporation system and/or energy storage system.
- “**Program Administrator**” means Eversource.
- “**Sponsor Parties**” means Sponsor, Sunnova, Provider, and Program Administrator, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- “**Device**” means your Sunnova Energy Corporation solar energy storage system or battery, which can be monitored and operated during the Program by Sunnova Energy Corporation’s network operations center.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data related to your identity, your opt-in or opt-out status, your energy usage and/or energy production, your Program Administrator account, your electric bill, and operational data about your Devices (collectively, “**Program Data**”), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your Program Data for the purposes of the Sponsor Parties fulfilling

their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically signal your Devices to take part in events for this Program or for general system testing purposes; 4) send you emails, text messages, pre-recorded messages and other notifications related to the Program, including about your enrollment status and Program-related adjustments to your Devices; 5) send you emails, text messages, pre-recorded messages and other notifications related to surveys about the Program and to share your responses to such surveys among the Sponsor Parties; 6) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable.

Eligibility and Enrollment. You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria and do the following:

- You must be at least 18 years of age;
- You must have one or more Devices that are compatible with and connected to the Sunnova Energy Corporation platform ("Service") and compatible with the Program design;
- Maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- Assist Sponsor Parties' support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues.
- Have an active electric account with your Program Administrator.

Program Period. The Program is active during the months set forth below set forth below (the "Program Period"). You may be automatically re-enrolled in subsequent Program Periods at Sponsor's discretion, subject to the then-current Terms for the Program.

Program Description. Participant agrees to allow Sunnova Energy Corporation, on behalf of the Program Parties, to control the Participant's Devices during the Program Period. Such adjustments are referred to as "**Adjustment Events**." Adjustment Events may signal the battery to charge, discharge, change its mode of operation, or other settings, as applicable.

How to Apply. You can apply to participate in the Program by executing this documentation provided by Sunnova Energy Corporation in connection with your Service. The Sponsor Parties may accept or reject your application in their sole discretion.

Right To Withdraw. You may withdraw from the Program at any time by calling 1-866-SUNNOVA and speaking with a customer service representative. It may take up to sixty (60) days to process your withdrawal. If you withdraw, you will be ineligible to receive the Reward. Withdrawal will not affect the other services provided by the Sponsor Parties to you, nor will it affect your payment obligations to Sunnova Energy Corporation, and your Sunnova customer agreement will remain in effect.

Program Termination. Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Program Administrator. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. In the event of such termination, Sunnova Energy Corporation will provide notice to you by email, and Sponsor will provide notice at www.energyhub.com. Termination of the Program will not affect your payment obligations for your Sunnova Energy Corporation solar battery system, and your Sunnova Energy Corporation customer agreement will remain in effect.

Disqualification. The Sponsor Parties may terminate your participation in the Program and Reward at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in

connection with this Program, if your Program Administrator declares you ineligible for the Program, if your account with Sponsor, Provider, or Sunnova Energy Corporation is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service. If you enroll in a conflicting energy program through Sponsor Parties, Sponsor may terminate your participation in the Program without liability and without notice. Disqualification from the Program will not affect your payment obligations for your Sunnova Energy Corporation solar battery system, and your Sunnova Energy Corporation customer agreement will remain in effect.

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will protect your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Sponsor's privacy policy is located at: <http://www.energyhub.com/privacy-policy> Sunnova Energy Corporation's privacy policy is located at <https://www.sunnova.com/legal/privacy-policy>.

Changes in Your Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity costs during the Program.

Information. You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Program has changed.

General Conditions. This Program is governed by the laws of the Commonwealth of Massachusetts with respect to devices located in Massachusetts without regard to its applicable principles of conflicts of law. This Program is governed by the laws of the State of Connecticut with respect to devices located in Connecticut without regard to its applicable principles of conflict of law. This Program is governed by the laws of the State of Rhode Island with respect to devices located in Rhode Island without regard to its applicable principles of conflict of law. The Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SPONSOR PARTIES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSOR PARTIES HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR

DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on Sponsor and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Reward.

These Terms constitute the entire agreement between Sponsor and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If you and the Sponsor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and the Sponsor agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in New York, New York shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Sponsor may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified below and encourage you to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, through DocuSign and/or by a click-through or click-wrap process presented to you by Sunnova Energy Corporation in connection with your Service or on Sunnova Energy Corporation's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor.

Program Details.

The Reward for your Participation is:

For Devices located in Massachusetts and Connecticut:

Summer season - \$180/kW (based on average kW discharged per Adjustment Event and average over the course the Summer season)

Winter season - \$40/kW (based on average kW discharged per Adjustment Event and average over the course the Winter season)

For Devices located in Rhode Island:

Summer season - \$320/kW (based on average kW discharged per Adjustment Event and average over the course the Summer season)

- The Reward will be paid within sixty (60) days following each Program Period (per the dates below) so long as you are enrolled in the Program and the Program continues.
- Program Period:
Summer Program – June 1st – September 30th
Winter Program – December 1st – March 31st

Homeowner's Name: JUSTIN DAHLGREN

Signature:

DocuSigned by:
JUSTIN DAHLGREN
1E463293B46A41A...

Date: November 12, 2021 | 15:44 MST

Co-Homeowner's Name (if any):

Signature:

Date:



APPLICATION FOR CONNECTEDSOLUTIONS: SMALL SCALE BATTERIES

ALL FIELDS WITH AN * ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

CUSTOMER / ACCOUNT HOLDER INFORMATION

Customer Name*

JUSTIN DAHLGREN

Street Address*

25 GULLEY DR

City*

SOUTH WINDSOR

State*

CT

Zip*

06074

Email Address*

jd0903@hotmail.com

Phone*

(860) 477-4421

Electric Account Number*

BATTERY INFORMATION

Battery Installer*

☐ Generac ☐ Sonnen ☐ Tesla ☐ SolarEdge ☒ Other1: Enphase

¹Please indicate the maker of your battery system and we will notify you when your provider becomes eligible to participate

Manufacturer*

Enphase

Inverter Manufacturer (if different)*

Enphase

Battery Model Number*

TBD

Inverter Model Number (if different)*

TBD

Battery Serial Number*

TBD

Inverter Serial Number (if different)*

TBD

CUSTOMER INCENTIVE PAYMENT OPTIONS*

Please choose how the ConnectedSolutions incentive will be provided

☐ Split incentive between customer and battery partner

☐ Performance-Based Incentive sent to customer

Please consult your battery partner on expected payment for system performance

☒ Performance-Based Incentive sent to battery partner

Battery partners may incorporate incentive into pricing offered to the customer for the battery and/or provide a yearly incentive. Please consult your battery partner

CUSTOMER ACCEPTANCE OF TERMS*

☒ I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the terms and conditions on the back of this form.

Date

November 12, 2021

Print Name

JUSTIN DAHLGREN

Authorized Signature

DocuSigned by:

JUSTIN DAHLGREN

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INTEREST IN HEAT LOAN (MA ONLY)

0% financing for the cost of the battery is available through the Mass Save Heat Loan. Qualified customers can receive an authorization form which can be brought to participating lenders to apply for the loan. Some restrictions apply. See [MassSave.com/heatloan](https://www.mass.gov/heatloan) for eligibility requirements and details.

I would like a heat loan approval letter emailed to me*

☐ Yes ☒ No

VENDOR QUOTE (Only required for those applying for the Heat Loan)

Please attach the vendor quote for the battery storage system to this application. This quote should only include the incremental cost of installing the battery storage system.

I have attached the vendor quote to this application

☐ Yes ☒ No

Quotes are not needed for systems installed before April 2019.



TERMS AND CONDITIONS

1. **Incentives**
Subject to these Terms & Conditions, the Program Administrator (PA) will pay Incentives to the Customer or their designated vendor based on curtailment performance.
2. **Definitions**
 - a. "Customer" means the residential or commercial customer maintaining an active account for service with a PA's electric distribution company, and who satisfies the Program eligibility requirements established by the Program Administrator.
 - b. "DRM" are those demand reduction measures described in the Program Materials or other Custom Measures.
 - c. "Facility" means the Customer location served by the PA where DRMs are to be implemented.
 - d. "Incentives" means those payments made by the PA to Customers or to their designated vendor pursuant to the Program Materials and these Terms and Conditions. Incentives may also be referred to as "Rebates".
 - e. "Program" means the DRMs offered by the PA to Customers.
 - f. "Program Administrator" or "PA" means the Eversource Energy electrical distribution company in which the Facility is located.
 - g. "Program Materials" means the documents and information provided by the PA specifying the qualifying DRMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, and application forms.
3. **Application Process and Requirement for Program Administrator Approval**
 - a. The Customer or their designated vendor shall submit a completed application in the form specified by the PA.
 - b. The PA reserves the right to approve or disapprove of any application or proposed DRMs.
4. **Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions**
 - a. The PA reserves the right to adjust and/or negotiate the Incentive amount, up until the customer's application is accepted.
 - b. The PA shall not be obligated to pay the Incentive amount until all the following conditions are met:
 1. The PA approves Customer's application
 2. all applicable permits, licenses and inspections have been obtained by Customer,
 - c. Upon the PA's written request, Customer will be required to refund any Incentives paid if Customer does not comply with these Terms and Conditions and Program requirements.
 - d. The PA shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the end of each program season.
5. **Program/Terms and Conditions Changes**
The PA reserves the right, for any reason, to withhold approval of projects and any DRMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions in effect at the time of the application approval by the PA.
6. **Indemnification and Limitation of the Program Administrator's Liability**
Customer shall indemnify, defend and hold harmless the PA, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, the PA's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the PA and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the PA and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the DRMs, the performance of the DRMs, the Program, or these Terms and Conditions.
7. **No Warranties or Representations by the Program Administrator**
 - a. THE PA DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PA MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PA AND THE PA MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PA'S OTHER DOCUMENTS.
8. **Equipment, Contractor Selection and Contracting**
Customer or their designated vendor is responsible for selecting and contracting with the design and installation contractor(s). The Customer's vendor shall be responsible for enforcing all such contracts and for assuring that the DRMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the PA reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The PA also has the right to exclude certain equipment from the Program.
9. **Removal of Equipment**
The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in any of the states or the service territory of any affiliate of the PA, and assumes all risk and liability associated with the reuse and disposal thereof.
10. **Energy and Demand Reduction Benefits**
The PA is entitled to 100% benefits & rights associated with the DRM. However, for the CONNECTED SOLUTIONS Program, the PA agrees to waive or transfer ownership rights to the customer or their designated vendor for the ISO New England forward capacity market (FCM) annual and monthly capacity supply obligation (CSO).
11. **Customer and Vendor Must Declare and Pay All Taxes**
The benefits conferred upon the Customer or their designated vendor through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes assessed to Customer. Vendor is responsible for declaring and paying all such taxes assessed to vendor. The PA is not responsible for the payment of any such taxes.
12. **Counterpart Execution; Scanned Copy**
Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.
 - a. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
 - b. If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
 - c. These Terms and Conditions shall be interpreted and enforced according to the laws of the state in the Eversource Service Territory in which the Facility is located.
 - d. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
 - e. Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
 - f. The provisions of Sections 4, 5, 6, 7, 8, 9, 10, and 11 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.
13. Daily dispatch is not available in New Hampshire

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Enphase Energy, Inc. Encharge™ Storage System Limited Warranty – United States, United States Territories, and Canada

1. **Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") provides this Limited Warranty, which consists of both the "Workmanship Warranty" and the "Capacity Retention Warranty" described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**"), for the applicable product warranty period set forth below (each, a "**Warranty Period**"), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and is valid to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase Encharge™ storage systems with SKUs: Encharge-3-1P-NA Encharge-3T-1P-NA Encharge-10-1P-NA Encharge-10T-1P-NA	The Limited Warranty Period begins on the earlier of (i) 9 months from the date of manufacture of the Covered Product and (ii) the date the Covered Product is activated at the Original Location (such applicable date referred to herein as the " Warranty Activation Date ") and ends on the earlier of (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

*A Covered Product is considered "activated" when the storage system has received "permission to operate" by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (1) materially conform to the Covered Product specifications set out in the Installation Manual and (2) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect. The Quick Installation Guide may be found at www.enphase.com/encharge-3-10-qig/ and the Operation Manual may be found at www.enphase.com/encharge-3-10-manual/.
- (b) The Limited Capacity Retention Warranty (the "**Capacity Retention Warranty**"). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (1) the average annual internal temperature of the Covered Product (the "**Average Annual Internal Temperature**") does not exceed twenty-three degrees Celsius (23°C) in any rolling one-year period and (2) the ambient temperature of the location where the Covered Product is installed (the "**Ambient Temperature**") does not exceed (a) forty degrees Celsius (40°C) for five percent or more (≥5%) of the Warranty Period; (b) fifty degrees Celsius (50° C) for more

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than one (>1) continuous hour; (c) fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Warranty Period. Enphase will measure the Average Annual Internal Temperature by using the temperature sensors located inside the Covered Product. The rated capacity of the Covered Product is based on a 3.36 kWh charge capacity for Encharge-3-1P-NA and Encharge-3T-1P-NA, and 10.08 kWh charge capacity for Encharge-10-1P-NA and Encharge-10T-1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC for Encharge-3-1P-NA and Encharge-3T-1P-NA and less than 24 A AC for Encharge-10-1P-NA and Encharge-10T-1P-NA at a temperature of 25°C (+/- 3°C).

2. Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (1) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (2) registering on-line at www.enphase.com/register-my-product; or (3) registering through Enphase’s Enlighten™ application when an Envoy™ product or IQ combiner is purchased and installed as part of the PV solar or storage system.

Return Registration Card to:

Enphase Energy, Inc.
Attn: Product Registration NA
Customer Service
1819 S. Cobalt Point Way
Meridian, ID 83642
United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. For the purposes of this Limited Warranty, the “**Covered Owner**” shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a “**Transferee**”) as long as (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a “Change of Ownership Form,” (3) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Enphase’s discretion). The Change of Ownership Form and payment instructions for the Transfer Fee are available at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. In addition to the exclusions in Section 8, the Limited Warranty does not apply to, and the term “Covered Product” shall not include, any third-party products that may be installed with the Covered Products at the Original Location.
6. **How to Obtain Warranty Service.**
 - a. To obtain warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>. If Enphase instructs the Covered Owner to return the Covered Product to Enphase, the RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return. If a Covered Owner returns a Covered Product to Enphase (a) without an RMA from Enphase or (b) without all parts

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included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts. We recommend that Covered Owners use a tracking service for their protection.

- b. By returning a Covered Product, Covered Owner hereby acknowledges that ownership of the Covered Product is transferred to Enphase upon Enphase's receipt of the Covered Product. If the claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any Covered Product returned to Enphase that Enphase determines is not covered under this Limited Warranty, or that is returned to Enphase without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for 30 days for pick-up by the Covered Owner, and then disposed of in Enphase's sole discretion without further liability or obligation to Covered Owner.
- c. Once a returned Covered Product is received and inspected, Enphase will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned Covered Product.

7. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, or (2) refund the Covered Owner the actual purchase price for the Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.
- b. During the applicable Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Covered Owner's purchase of a new Enphase Encharge™ storage system. Enphase will not elect to issue a refund or a credit unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund.
- c. If Enphase repairs or replaces the Covered Product, (1) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (2) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.
- d. If Enphase issues a refund or a credit, as applicable (rather than providing a repaired or replacement Covered Product), such refund or credit, as applicable, will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.

8. Limited Warranty Limitations and Exclusions.

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- a. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) the removal, installation or troubleshooting of the Covered Owner's electrical systems.
 - b. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or any other damage caused by mishandling of products by the freight carrier.
 - c. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Quick Install Guide, Installation Manual, or applicable laws or regulations; (3) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Covered Product Data Sheet (as published online at www.enphase.com), including high input voltage from generators or lightning strikes; (4) that have been subjected to damage caused by third party components not provided by Enphase and used with the Covered Products or any damage to the Covered Products caused by service performed by anyone who is not a representative of Enphase; (5) if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed (other than by fading through regular wear and tear); (6) if the Grid Profile (utility approved operating parameters) of the Covered Product has been altered, and such alteration causes the product to malfunction, fail, or fail to optimally perform; (7) if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds twenty-three degrees Celsius (23°C) in any rolling one-year period; or (8) if the Ambient Temperature (a) exceeds forty degrees Celsius (40°C) for five percent or more (≥5%) of the Limited Warranty Period or; (b) exceeds fifty degrees Celsius (50°C) for more than one (>1) continuous hour; (c) exceeds fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Limited Warranty Period.
 - d. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product's Performance; or any defects or parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the Covered Product. The Limited Warranty does not cover costs related to the removal, installation, or troubleshooting of the Covered Owner's electrical systems.
 - e. For the avoidance of doubt, software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
9. **Assignment.** Enphase expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

10. Disclaimer of Warranties.

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THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO COVERED OWNER. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

11. Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ENPHASE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to Covered Owner.

12. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

13. Arbitration.

- a. ***Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Covered Owner ("you") to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase ("us").***
- b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("JAMS"). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance

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with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: legal@enphaseenergy.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

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- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
 - h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

COPY VIEW



ASSIGNMENT AND RELEASE

WHEREAS, you, the undersigned (each an "Assignor" and all together the "Assignors"), and Venture Solar entered into the attached Solar System Sales or Residential Home Improvement Agreement (each referred to as a "Installation Agreement" in this Assignment and Release), for the sale and installation of a photovoltaic solar system as described and defined in the Installation Agreement (the "System"), to be installed at 25 GULLEY DR, SOUTH WINDSOR, CT, 06074, United States, your home (the "Property" or your "Home"); and

WHEREAS, Assignor(s) will own the System installed at the Property; and

WHEREAS, Sunnova Energy Corporation ("SUNNOVA" or "Provider") will provide the solar service monitoring and maintenance as described in the Warranty Agreement to the Installation Agreement; and

WHEREAS, you and Provider recognize the benefit of participating in certain energy management programs and potentially reducing stress on the electrical grid in your geographic area during times of peak demand; and

WHEREAS, you and Provider recognize there are certain non-power attributes relating to the System that may be utilized, and which Provider desires to utilize, in capacity auctions and power markets.

THEREFORE, Assignor(s) and Provider agree that as inducement to Venture Solar to enter into the attached Installation Agreement, and as an inducement to Provider to enter into the attached Warranty Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor(s) hereby irrevocably and for all time grant, assign, transfer and convey to Provider, any and all right, title or interest of Assignors, or of any of them, in, to and/or arising in any manner from:

1. Green tags or carbon offset credits and/or capacity rights which arise from, result from, relate to and/or are connected in any manner to the photovoltaic panels, modules, inverter, monitor, accessories, racking and mounting components, attachments, and other hardware and materials comprising the System;

and

2. any and all tradable energy or environmental-related commodities produced by or associated with the System and/or which otherwise arise from, result from, relate to and/or are connected in any manner to the System, including without limitation greenhouse gas credits, emission credits, tradable carbon credits, and all other tradable System-related commodities of any type or nature, however named, that are presently known or designated, or created in the future.

For the avoidance of doubt, the above assigned attributes do not include federal, state or local tax credits or renewable energy certificates generated and redeemable through state programs such as the MA Smart Program, the Rhode Island Renewable Energy Growth Program or other similar programs.

Each undersigned Assignor hereby irrevocably nominates, constitutes, appoints and designates SUNNOVA as their true and lawful attorney-in-fact with the right to exercise any and all of the rights herein assigned, transferred and set over to SUNNOVA by each Assignor, and to make, execute and deliver any and all additional or other assignments, documents, instruments or papers deemed necessary or appropriate by SUNNOVA to give full effect to the within assignment, and to take any action deemed necessary by SUNNOVA to exercise the rights herein assigned, including without limitation, enrollment of the System in any energy management program, grid stability program, capacity market or program,

**Sunnova Home Solar Service**
Easy Own Plan™ Equipment Purchase

transmission or distribution planning, operating reserves, ancillary services, congestion market and/or enrollment or participation of the System in or with any organized power market (including but not limited to Independent System Operator New England, Inc., PJM Interconnection, Electric Reliability Council of Texas, California Independent System Operator, Southwestern Power Pool, Midcontinent Independent System Operator, or New York Independent System Operator). Each undersigned Assignor hereby ratifies and affirms all acts and actions taken and done, or hereafter taken and done, by SUNNOVA or its designee, as attorney-in-fact. This power of attorney is irrevocable, is coupled with an interest, and shall survive the subsequent disability or legal incapacity of any or all of the undersigned Assignors.

For the avoidance of doubt, nothing in this Assignment and Release shall be construed as an assignment of Assignors' rights to federal or local tax incentives attributable to the System.

Each undersigned Assignor, for themselves and their heirs, beneficiaries, successors, assigns, executors, administrators, agents and representatives, do hereby unconditionally and irrevocably waive, release and forever discharge SUNNOVA ENERGY CORPORATION and its employees, agents, representatives, officers, directors, executives, servants, officials, managers, attorneys, predecessors, heirs, successors, assigns, parent companies, holding companies, subsidiaries, affiliated companies, partners, partnerships, operating groups, trustees and stockholders, and Venture Solar and its employees, agents, representatives, officers, directors, executives, servants, officials, managers, attorneys, predecessors, heirs, successors, assigns, parent companies, holding companies, subsidiaries, affiliated companies, partners, partnerships, operating groups, trustees and stockholders (collectively the "RELEASED PARTIES"), of and from any and all manner of claims, demands, actions, causes of action, suits, debts, liability of every kind and nature, sums of money, costs, expenses, accounts, reckonings, contracts, controversies, agreements, promises, and/or damages, whether in law or in equity, whether based in statute, in tort, on a contract, on a statutory or non-statutory lien, or on any other theory of recovery or liability, whether known or unknown, foreseen or unforeseen, which each Assignor had or now has, or which each Assignor and/or their successors and assigns, have ever had or may hereafter have in the future against the RELEASED PARTIES, or any of them, for, upon or by reason of any matter, cause or thing, whatsoever, known or unknown, direct or indirect, vested or contingent, from the beginning of the World until the date this Assignment and Release is signed by each Assignor, in connection with any and all matters arising out of, in any way relating to and/or connected in any manner to: tax credits, tax incentives, utility rebates, renewable energy credits, green tags or carbon offset credits, and/or capacity rights which arise from, result from, relate to and/or are connected in any manner to the System; any other non-power attributes of the System and/or benefit, in any form, relating in any manner to other non-power attributes of the System, tradable energy or environmental-related commodities produced by or associated with the System and/or which otherwise arise from, result from, relate to and/or are connected in any manner to the System, including without limitation greenhouse gas credits, emission credits, tradable carbon credits, and all other tradable System-related commodities of any type or nature, however named, that are presently known or designated, or created in the future; enrollment of the System in any energy management program, benefits in any form which arise from, result from, relate to and/or are connected in any manner to enrollment of the System in any energy management program, or enrollment or participation of the System in or with ISO New England, Inc., New England Power Pool (NE POOL) and/or any other forward capacity market.

Each of the undersigned represents and confirms that no promise, inducement, or agreement not herein expressed has been made to him in order to induce them to execute this Assignment and Release, and that the undersigned has read and understands the contents of this Assignment and Release.

Buyer's Signature:

Print Name: JUSTIN DAHLGREN

Date:

Co-Buyer's Signature:

Print Name:



Date:

THIS IS A COPY

This is a copy view of the Authoritative Copy held
by the designated custodian

Sunnova Home Solar Service
Easy Own Plan™ Equipment Purchase

COPY VIEW

SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your purchase of a solar electric system ("System"). It is not a substitute for the contract ("Contract") and other documents associated with this transaction. All information presented below is subject to the terms of the Contract.

Read all documents carefully so you fully understand the transaction.

For more information on being a smart solar consumer visit www.seia.org/consumers.

PROVIDER:

Sunnova Energy Corporation
20 E. Greenway Plaza, Ste 475
Houston, TX 77046

Tel.: 281-985-9900

License # (if applicable):

ELC.0204019-E1 CO. NH.

Email:

customerservice@sunnova.com

INSTALLER/ CONTRACTOR:

Venture Solar
67 West Street
Suite 211
Brooklyn
NY
11222
Tel: (347) 305-3672
Email: countersign@venturesolar.com
License:
CT: HIC.0650479 , ELC.0200835-E1 | NJ:13VH10996500
Electrical: 34EI01837600 | MA: HIC: 197476, NH: 0506C | RI:
44068, AC005056

SALESPERSON:

Michael Ficarra
HIS #:

Venture Solar
67 West Street
Suite 211
Brooklyn
NY
11222
Tel :4132226258
Email:ficarra@venturesolar.com

WARRANTY/MAINTENANCE**PROVIDER:**

(Same as Provider)

Address:

Tel.:

License # (if applicable):

Email:

CUSTOMER: JUSTIN DAHLGREN

Customer ID: EJ004181833

System Installation Address: 25 GULLEY DR,SOUTH WINDSOR,CT,06074,United States

Customer Mailing Address: 25 GULLEY DR,SOUTH WINDSOR,CT,06074,United States

Email: jd0903@hotmail.com

Contract Date:

*** NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE A SOLAR ELECTRICITY GENERATING SYSTEM AND BATTERY. YOU WILL OWN (NOT LEASE) THE SYSTEM INSTALLED ON YOU PROPERTY.**

Purchase Price (A)

Your purchase price for the System and the warranty: \$80,519.40

List of any credits, incentives or rebates included in the above purchase price:

***NOTE:** You may not be eligible for all incentives available in your area. Consult

Payment Schedule (B)

Amount you owe Provider at Contract signing:
\$0.00

Amount you owe Provider at the commencement of installation:
\$0.00

Amount you owe for the System and the warranty at the completion of installation: \$80,519.40

Financing (C)

The System:

☒ **WILL** be financed;
☐ **WILL NOT** be financed; or
☐ Financing of System **unknown** to Provider

NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. **This statement does not contain the terms of your**

your tax professional or legal professional for further information.	financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.
Installation Timing (D)	Interconnection Approval (E)
Approximate Start Date: <u>3</u> days from the date that is the later of the date in which: <input checked="" type="checkbox"/> All permits have been issued; <input checked="" type="checkbox"/> Any homeowner's association approval letter has been received; <input checked="" type="checkbox"/> All materials have been delivered to the site (the "Commencement Date"). Approximate Completion Date: no more than <u>365</u> days from Commencement Date.	<input type="checkbox"/> YOU are or <input checked="" type="checkbox"/> PROVIDER is responsible for submitting a System Interconnection application.

Site & Design Assumptions for your Purchase (F)
<ul style="list-style-type: none"> Estimated size of System in kilowatts: <u>9.620</u> (kW) Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation: <u>7,506.19</u> Estimated annual electricity production decrease due to natural aging of System: <u>0.50</u>% System location: <u>Roof, unless indicated otherwise.</u> System <input checked="" type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be connected to the electric grid At the time of installation, your local utility <input checked="" type="checkbox"/> DOES <input type="checkbox"/> DOES NOT credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.
System Maintenance & Repairs (G)
"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT included for 25 years by <u>Provider</u> (e.g., Installer, Maintenance Provider). "System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT provided by the <u>Provider</u> (e.g. Installer, Other). Please review your contract for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.
Roof Warranty (H)
Your roof <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT warranted against leaks from the System installation for <u>10</u> year(s) by <u>Provider</u> (e.g. Provider, Installer, Other).
System Guarantee (I)
In terms of your full System, Provider is providing you with a: <input checked="" type="checkbox"/> System performance or electricity production guarantee <input type="checkbox"/> Other type of System guarantee <input type="checkbox"/> No System guarantee You may have additional guarantees or warranties in addition to those that cover the entire System.
Utility and Electricity Usage/Savings Assumptions (J)
You <input type="checkbox"/> HAVE <input checked="" type="checkbox"/> HAVE NOT been provided with a savings estimate ("Estimate") based on your Contract. If you HAVE been provided with an Estimate, Provider states the following: Provider <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT guaranteeing these savings. Provider <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT using savings calculations that conform to the <i>SEIA Solar Business Code</i> . See Box M or www.seia.org/code . Your Estimate was calculated based on: <input type="checkbox"/> Your estimated prior electricity use <input type="checkbox"/> Your actual prior electricity use <input type="checkbox"/> Your estimated future electricity use Your Estimate assumes the following: <input type="checkbox"/> Years of electricity production from the System: ____

- ☐ A current estimated **utility electricity rate** of \$ N/A [cost per kilowatt-hour] during the year of System operation with estimated increases of N/A percent annually. Provider based this estimate on the following source(s): Installer / Customer
- ☐ Your utility will continue to credit you for excess energy your System generates at ☐ **ESTIMATED FUTURE** ☐ **CURRENT** utility electricity rates.

NOTE: It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Contract carefully for more details.

Renewable Energy Certificates (RECs) (K)

You may sell or assign any renewable energy certificates or credits (RECs) that you own from producing renewable solar energy to a third party (which may be the Installer) depending on the laws of your state. Under terms of the Contract, any RECs created by the System ☐ **WILL** ☒ **WILL NOT** be assigned to the Provider. If Provider is assigned the RECs, you will not own the RECs to sell, use or claim them, and Provider may sell the RECs to a third party. In some jurisdictions, you may have to surrender some or all of your RECs to receive state, local or utility incentives.

Cooling Off Period / Right to Cancel (L)

In addition to any rights you have under state or local law, you ☒ **HAVE** ☐ **DO NOT HAVE** the right to terminate the Contract without penalty within seven (7) business days of by notifying Provider in writing at the above address.

SEIA Solar Business Code (M)

Provider and Installer ☒ **DO** ☐ **DO NOT** abide by and agree to be bound by the *SEIA Solar Business Code* (www.seia.org/code) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit www.seia.org/consumers or email SEIA at consumer@seia.org.

Additional Disclosures or Terms (N)

YOUR SYSTEM INCLUDES AN ENERGY STORAGE SYSTEM ("ESS" or "Battery"). Refer to the Limited Warranty for specific information regarding your battery and the Manufacturer Warranty. Your system will provide limited back up power in the event of a utility outage.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED DISCLOSURES A-N ABOVE:

Buyer's Name: **JUSTIN DAHLGREN**

Signature:

DocuSigned by:
JUSTIN DAHLGREN
1E463293B46A41A...

Date:

November 12, 2021 | 15:44 MST

Co-Buyer's Name (if any):

Signature:

Date:

Individual Completing this Form:

Name: John Santo Salvo

Title: Authorized Signatory

Date: November 12, 2021 | 15:44 MST

Signature:

John Santo Salvo

Company: Sunnova Energy Corporation

**ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION**

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our" refer to the Homeowner(s) under the Solar Service or Solar Purchase Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my monthly payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows preauthorized payments from my designated Bank Account or Credit Card Account ("Account") to Sunnova Energy Corporation or its designees ("You").

By signing this Authorization, I agree to the following terms:

1. AUTHORIZATION

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account ("Electronic Funds Transfer Payment") through an automated clearing house transfer (electronic debiting of my Account=) or by bank draft (remotely created check or "RCC"); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify Sunnova at customerservice@sunnova.com or by calling us at 1-855-277-6379. If Sunnova incurs any fees as a result of inaccurate or out of date information, Sunnova will bill me for those charges.

2. REJECTED PAYMENTS

My failure to keep sufficient funds in my deposit Account or a rejected charge to my credit Account will be an event of default under this Authorization and You will have the right to terminate this Authorization. I will be responsible for any payments that do not clear as well as any dishonored check fees, including those that may be discovered after the Agreement is apparently paid off, paid in full or otherwise.

3. BANK FEES

I agree to be bound by any rules my bank requires for pre-authorized electronic funds transfers and/or credit card transactions and understand that I will be responsible for any fees my financial institution may charge for these electronic payments.

4. EARLY PAYMENT

If I make a full monthly payment two business days before the scheduled transfer date, there will be no automatic payment for that month. I agree that the termination of this Authorization shall not prevent a debit or credit transaction authorized before any notice of termination and does not terminate the Agreement or my obligation to make payments as required by the Agreement.

5. RIGHTS REGARDING VARYING AMOUNTS

I acknowledge and understand that You reserve the right to change these conditions at any time. Notice may be provided on or with my bill or by other methods. I have the right to receive notice of all Electronic Funds Transfer Payments that vary from a preauthorized amount, or from the previous Electronic Funds Transfer Payment amount.


6. PROCEDURES UPON PAYMENT IN FULL

I understand that when my Agreement is paid off and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as soon as reasonably possible upon discovery of the overpayment, and I agree that this is a reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.



BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE CHARGES TO THE ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DESIGNATED BANK OR CREDIT CARD ACCOUNT INFORMATION.

Homeowner's Name: JUSTIN DAHLGREN

Signature:  1E463293B46A41A...

Date: November 12, 2021 | 15:44 MST

Co-Homeowner's Name (if any):

Signature:

Date: