Sunrun Installation Services Inc.

1660 Flora Way, Tracy, CA, 95376

PURCHASE WARRANTY

A. Limited Warranties.

Subject to certain exceptions and limitations set forth in further detail below under the heading "What Our Warranties Do Not Cover", Sunrun Installation Services Inc., a Delaware corporation ("*Sunrun*" or "*we*") will provide the following warranties and power production guarantees (collectively, "*Purchase Warranty*") with respect to your Solar System and the work we performed in installing or maintaining your Solar System at 1660 Flora Way, Tracy, CA, 95376:

- System Warranty: We warrant that your solar photovoltaic system installed on your home as part of the purchase price of your home ("*Solar System*") will be free from defects in, or a breakdown of, materials or components, for a period of 20 years (the "*Warranty Period*") from the day your Solar System is placed in service by your utility (the "*In-Service Date*"). We will, at our own expense, repair or replace any component of your Solar System (including, without limitation, any inverter) in need of repair or replacement during the Warranty Period, even if such component has an expected useful life of less than 20-years.
- Workmanship Warranty: We warrant that our work will be free from defects for the full Warranty Period. To the extent there are defects in the workmanship during the Warranty Period, Sunrun will, at its own expense, re-perform such work to correct such defective workmanship.
- We may use new or reconditioned parts when making repairs or replacements in accordance with our workmanship warranty.
- Damage Warranty: We will either repair or reimburse you for damage we cause during
 installation to your home or your belongings (except for damages that result from our roof
 penetrations, which damages are covered for the first twenty-five (25) years of the Warranty
 Period.
- Roof Penetration Warranty: We warrant that roof penetrations made by your Solar System and impacting your home's roof will be weather-tight for the first twenty-five (25) years of the Warranty Period.

How You Can Get Service:

We will monitor your Solar System to proactively address any problems that may arise. Nevertheless, if you think there is an issue with your Solar System that is covered by any of the warranties specified above, please contact us at 855-478-6786 or by email at <u>customercare@sunrun.com</u>. We will use commercially reasonable efforts to fix any issue covered by a warranty as soon as possible after we become aware of the issue.

What Our Warranties Do Not Cover:

Our limited warranties do not apply to any of the following:

- i. Work performed or materials used by anyone other than us or our subcontractors;
- ii. Any materials that were modified, repaired or attempted to be repaired by anyone other than Sunrun or its subcontractors without Sunrun's prior written approval;
- iii. Any damages resulting from your breach of the terms of these warranty provisions;
- iv. Any damage not caused by us, our subcontractors or a Solar System defect;
- v. Damage resulting from ordinary wear and tear;
- vi. Damage resulting from mold, fungus and other organic pathogens;
- vii. Shrinking/cracking of grout and caulking;
- viii. Fading of paints and finishes exposed to sunlight;
- ix. Damage caused by ball strikes;
- x. With respect to our roof penetration warranty, any (i) leaks that occur in areas of the roof not impacted by your Solar System and (ii) pre-existing and/or underlying failures of the roof

B. Performance Guarantee

Production Estimate

- a. Sunrun estimates that your Solar System will be capable of generating 6,764 kilowatt-hours of electric energy during its first year of operation. Actual production may vary due to natural variation in weather patterns, the physical specifications of your home's roof(s), the required placement of your Solar System on your roof, and other conditions.
- b. Due to expected panel degradation, Sunrun estimates that your Solar System will be capable of generating 129,043 kilowatt-hours ("kWh") during the Warranty Period ("*Estimated Output*").

Guaranteed Output.

Sunrun guarantees that your Solar System will generate ninety percent (90%) of the Estimated Output during the Warranty Period as set forth in Exhibit A ("Guaranteed Output"). Subject to the conditions set forth in this Section B, Sunrun will issue you a refund if your Solar System does not generate the Guaranteed Output.

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

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

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

Overproduction.

If, over the course of the Warranty Period, your Solar System produces more energy than the Guaranteed Output, you will not be charged any additional cost. Sunrun may use this overproduction amount to offset future underproduction in a given period should the Actual

Output attributable to such period be less than the Guaranteed Output attributable to such period.

Refunds under our Production Guarantee.

On the anniversary of the In-Service Date and on every anniversary thereafter during the Warranty Period, Sunrun will calculate the "Actual Output" of your Solar System. For the purposes of this Purchase Warranty, "Actual Output" shall mean the amount of electric energy generated by your Solar System to date plus any kWh for which you have previously received a payment. If the Actual Output is less than the Guaranteed Output for that anniversary date set forth in Attachment 1, Sunrun will issue you a refund. This refund will be calculated by subtracting the Actual Output for that anniversary date from the Guaranteed Output for that anniversary date set forth anniversary date, and multiplying the result by the Refund Rate (per kWh) as set forth for that anniversary date in Attachment 1.

For example, if in year 10 the system was expected to have generated 62,000kWh cumulatively and actual generation was 61,500, and your refund rate is \$0.13, we will credit your account based on the 500kWh the system fell short multiplied by your refund rate, i.e. $500kWh \times 0.13 = 65$.

C. Installation and Maintenance of Metering and Monitoring Equipment.

The following terms and conditions apply our limited warranties.

- a. <u>Production Monitor</u>. During installation or at any time thereafter during the Warranty Period, we may install or replace production monitoring devices to measure the energy produced by your Solar System ("*Production Monitor*"). Through the Production Monitor, we will collect Solar System production and performance data ("*Performance Data*").
- b. <u>Energy Consumption Monitor</u>. During installation or at any time thereafter during the Warranty Period, we may install or replace energy consumption monitoring devices ("*Consumption Monitor*"). Through the Consumption Monitor, we may collect and store information about energy usage at your home ("*Usage Data*").
- c. <u>Access to Monitors.</u> You acknowledge and agree that the Production Monitor and the Consumption Monitor will be part of your Solar System, and that you must provide Sunrun with reasonable access to your home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor so that we may calculate any amounts due or owing under the Production Guarantee.
- d. <u>Internet Connection</u>. In order to ensure the proper functioning of the Production Monitor and the Consumption Monitor, if possible, you must provide your Solar System with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port and standard electrical outlet, at your cost. If you are unable to provide your Solar System with an internet connection in accordance with the foregoing sentence, your home must be located in an area with cellular service.
- e. <u>Monitor Damage or Inaccuracy</u>. Sunrun uses the Production Monitor to monitor and record your electricity production, and promptly respond to any production issues. To the extent the Production Monitor has any inaccuracies during any given period as a result of your actions or the actions of any other person unrelated to Sunrun (including, without limitation, any failure to maintain internet connection or cellular service as provided in clause (iv) above), Sunrun will deem that the Solar System has produced 100% of Estimated Output during such period for purposes of the production guarantee ("Production Guarantee") set forth in this Section B. You will also be responsible for any damage to the Production Monitor or Consumption Monitor that is caused by you or any other person unrelated to Sunrun. If the Production Monitor breaks or malfunctions other than as a result of your actions or the actions of any other person unrelated to Sunrun, Sunrun will, in good faith,

estimate the amount of electric energy actually produced during the malfunction in order to determine whether you are owed a payment under the Production Guarantee set forth in this Section B.

- f. If, during the Warranty Period, you plan to move or temporarily disconnect your Solar System to allow for maintenance of and/or repair to your home, you agree, at your expense, either (i) to hire Sunrun to perform this work or (ii) to obtain Sunrun's approval of your contractor, who you agree must carry commercial general liability policy in an amount not less than one million (\$1,000,000) dollars per occurrence and name "Sunrun Installation Services Inc. and its successor or assigns", as additional insureds.
- g. You agree that you will not make any modifications, improvements, revisions or additions to your Solar System or take any other actions that could damage or void any applicable warranty set forth in Section A of this Purchase Warranty without Sunrun's prior written consent. Sunrun's sole remedy in the event of you taking any such action without Sunrun's prior written consent is to refuse to honor the warranties set forth in Section A of this Purchase Warranty and/or deem that the Solar System has produced 100% of Estimated Output during the applicable period for purposes of the Production Guarantee.

D. Additional Information

- a. Customer Obligations. You acknowledge and agree to the following during the Warranty Period:
 - i. Your home will remain connected to your local utility that was the service provider for your home upon your move-in ("*Utility*") for the Warranty Period, provided that you may change your Utility if you so notify Sunrun prior to changing your Utility and complete any necessary documentation regarding the Solar System and such Utility.
 - ii. Any attempts to tamper with, damage or modify your Solar System will be considered beyond reasonable wear and tear use of your Solar System.
 - iii. You shall keep trees, bushes and hedges trimmed so that your Solar System retains shading and conditions present at the time of installation; not modify your home in a way that shades your Solar System; not permit or allow to exist any condition or circumstance that would cause your Solar System not to operate as intended at your home; and promptly notify Sunrun if you think your Solar System is damaged or appears unsafe or if your Solar System is stolen.
 - iv. You will refrain from attempting to clean, fix, or modify your Solar System, unless expressly permitted to do so by Sunrun. If any condition exists with respect to your Solar System which you think may be affecting production or if you believe your Solar System has accumulated snow, is excessively soiled, is damaged or otherwise appears unsafe, please notify Sunrun at 225 Bush Street, Suite 1400, San Francisco, CA 94104, <u>customercare@sunrun.com</u>, 855-478-6786. We may remedy the condition if it is deemed necessary by Sunrun to do so, put you in contact with certified partners who can remedy the condition, or provide you with instructions on how to remedy such situation (e.g. use a hose to spray the panels from ground level).
 - v. You agree to give us authority to act on your behalf to contact the manufacturers of the equipment used in your Solar System with respect to warranty claims covered by this Purchase Warranty.
 - vi. You agree to not remove any markings or identification tags on your Solar System.

- vii. You agree that Sunrun may (i) call you and (ii) send pre-recorded or text messages to you at the phone number you provided regarding the installation, maintenance, and administration of your Solar System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.
- b. <u>Sale of Home and assignment</u>. Neither you nor we may assign this Purchase Warranty without the written consent of the other. However, we may (i) use subcontractors, and (ii) assign this Purchase Warranty in connection with the sale or other transfer of substantially all of the equity or assets of our company, and you may assign the limited warranties and production guarantee under this Purchase Warranty to a subsequent owner of your home by providing us fifteen days' prior written notice of the assignment and the contact details of the new owner.

Exhibit A Guaranteed Output

Upon each anniversary of the In-Service Date, Sunrun will issue you a refund if Actual Output is less than Guaranteed Output to date. Please see Section B of the Purchase Warranty for additional information, including certain limitations.

Year	Performance Guarantee (kWh Output to Date)	Refund per kWh if Guaranteed Output is Not Met
1	6,088 kwh	\$0.065
2	12,145 kwh	\$0.065
3	18,172 kwh	\$0.065
4	24,168 kwh	\$0.065
5	30,135 kwh	\$0.065
6	36,072 kwh	\$0.065
7	41,979 kwh	\$0.065
8	47,857 kwh	\$0.065
9	53,705 kwh	\$0.065
10	59,524 kwh	\$0.065
11	65,314 kwh	\$0.065
12	71,075 kwh	\$0.065
13	76,808 kwh	\$0.065
14	82,511 kwh	\$0.065
15	88,186 kwh	\$0.065
16	93,833 kwh	\$0.065
17	99,451 kwh	\$0.065
18	105,042 kwh	\$0.065
19	110,604 kwh	\$0.065
20	116,139 kwh	\$0.065