

# Sunrun BrightAdvantage™ Agreement

Teja Gatla

19240 Mossy Pine Dr, Tampa, FL, 33647

## Take Control of Your Electric Bill

**\$0**

Amount Due at Signing

**\$24,561.60**

Amount Due at Installation

**\$0.099**

Implied cost per kWh

## OWN YOUR SYSTEM AND YOUR SAVINGS



Buy your Solar System - it's yours on day 1! We handle project management, permitting, design, & installation.



You may be eligible for a Federal Solar Tax Credit, consult your tax advisor



We also provide a worry-free, 10-year roof warranty.

## A SOLAR SYSTEM DESIGN FOR YOUR HOME

You get a 7.47 kW DC Solar System

With 23 Solar Panels and 23 Inverter(s)

Which will produce an est. 10,503 kWh in its first year

And offset approx. 83% of your current estimated, electricity usage

YOUR SALES REPRESENTATIVE:  
Brandon Allen  
ballen@sunrun.com  
(813) 404-8920

# Sunrun Installation Services Inc.

## CONDITIONAL HOME IMPROVEMENT CONTRACT FOR A SOLAR ELECTRIC SYSTEM

This Conditional Home Improvement Contract (the "Agreement") is entered into by and between Teja Gatla ("Customer" or "homeowner" or "you") and Sunrun Installation Services Inc., a Delaware corporation, together with its successors and Assignees ("Sunrun" or "we" together with Customer, the "Parties", each a "Party"), as of the Effective Date for the installation of a solar photovoltaic system (your "Solar System") to be installed on or at your home located at 19240 Mossy Pine Dr Tampa, FL 33647 (the "Home").

You are entitled to a completely filled out copy of this Agreement signed by both you and Sunrun before any Work begins. This Agreement is effective as of 1/22/2022 (the "Effective Date"). The Effective Date listed in the preceding sentence is the date on which the last Party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

### Table of Contents

A. Documents to be Incorporated into the Agreement.....	Page 1
lists Exhibits (including certain notices) incorporated into your Agreement.	
B. Contract Price; Rebates & Credits.....	Page 2
includes your payment terms, your payment schedule, any rebates and credits that you or Sunrun may receive, and our late payment policy.	
C. Limited Warranties.....	Page 3
explains warranties with respect to our work and your Solar System	
D. Production Estimate .....	Page 4
includes estimated production of your Solar System.	
E. Design and Installation.....	Page 5
includes a description of the design & installation process & the timeline for installation.	
F. Change Orders.....	Page 8
explains the process for modifying your Solar System design.	
G. Additional Information.....	Page 8
includes important information about the term of your Agreement, actions not included in design and installation, dispute resolution, and Sunrun's insurance coverage.	
H. Notices of Right to Cancel.....	Page 16
explains the Parties' rights to cancel the Agreement.	

### A. Documents to be Incorporated Into the Agreement

- Exhibit A: Intentionally Omitted
- Exhibit B: Legal Notices
- Exhibit C: Notice of Cancellation
- Exhibit D: Payment Forms
- Exhibit E: Data Usage and Disclosure
- Customer Acknowledgement of Loan Proceeds Payment

### B. Payment Terms, Rebates, and Credits

1. **Contract Price:** \$24,562
2. Your cost for the Work, unless changed by written agreement with you, will be: \$24,562 (the "Contract Price"). The Contract Price includes sales tax, if applicable.  
This Agreement is expressly contingent on your ability to obtain a third-party loan ("Loan") that enables you to purchase your Solar System at the Contract Price. Contacting a third-party lender is your sole responsibility. Approval of a Loan is the sole responsibility of the lender. Sunrun may cancel this

Agreement if you are not able to secure a Loan for the Contract Price. You agree that you will instruct the lender to pay the Contract Price directly to Sunrun by executing the attached Customer Acknowledgment.

3. **Downpayment:** \$0
4. **Payments.** You will pay the Contract Price as follows:

Pre-Tax Price	<u>\$24,561.60</u>
Taxes	<u>\$0.00</u>
Contract Price	<u>\$24,561.60</u>

5. **Late Payment.** If Sunrun does not receive your payment by the due date listed on an invoice, Sunrun may charge you an administrative late fee equal to the lesser of (i) one and a half (1.5%) percent per month on the amount past due, and (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.
6. **Payment of Taxes.** You acknowledge and agree that you are responsible for paying any applicable personal property taxes on your Solar System that your state or local jurisdiction may levy.
7. **Applicable Rebates & Credits.** You will receive any state or local credit, rebate, and/or environmental attribute to your Solar System and all such incentives will be your sole property and transferable by you. You agree that you are solely responsible for completing any forms or applications associated with receiving such incentives, and that Sunrun shall bear no responsibility in the event such rebates or incentives (i) are not paid to you, (ii) are paid in an amount that is less than or different from the amount expected, or (iii) are not paid in a timely manner.

The US Department of Energy offers a Federal Solar Tax Credit for the purchase of residential solar systems. You are solely responsible for applying for this credit. Please review the Department of Energy's website for more information at <http://energy.gov/savings/residential-renewable-energy-tax-credit>.

Your initials indicate that you have read, understood and accepted the provisions set forth above in Section B.

Agreed and accepted by: TRG (Initials)

## C. Limited Warranties

### Our Limited Warranties.

**MANUFACTURER WARRANTIES.** The modules and inverters installed as part of the Solar System are covered by separate manufacturers' warranties. We will assign to you any manufacturer warranties in effect upon installation. If any of your hardware has failed and is within the manufacturer's warranty period, Sunrun will provide you reasonable assistance in contacting manufacturer(s) and, where applicable, will apply for a warranty replacement on your behalf. Your equipment manufacturer has sole discretion over whether an equipment failure is covered under their warranty. If a manufacturer fails to pay us for services to correct a deficiency, we will bill you for that service at our standard rate for time and materials.

**LIMITED WARRANTIES.** We provide a limited warranty of ten (10) years (the "Warranty Period") counted from the date the permit is signed by the building inspector. We warrant that the rated electrical output of the Solar System will not be less than 85% of DC nameplate rating (measured in kW) measured upon completion of our installation as a result of defects in material we supplied (except for modules or inverters) or work we performed to install the Solar System (the "Limited Warranty"). For the avoidance of doubt, this Limited Warranty does not cover materials already covered by the Manufacturer Warranties described, above. We also warrant our workmanship for a period of ten (10) years after installation. During the Warranty Period, we will at our expense repair or replace any material or workmanship covered by the Limited Warranties.

**ROOF PENETRATION WARRANTY.** Sunrun also provides a roof penetration warranty of ten (10) years (the "Roof Penetration Warranty Period"), counted from the date the permit is signed by the building inspector. During the Warranty Period, Sunrun warrants that all roof penetrations Sunrun makes as part of the System installation will be weather-tight (the "Roof Penetration Warranty"). For the avoidance of doubt, this Roof Penetration Warranty does not cover parts already covered by the Manufacturer Warranties described above. During the Warranty Period, Sunrun will at its expense repair or replace any parts or labor covered by the Roof Penetration Warranty.

**OBTAIN WARRANTY SERVICE.** To obtain warranty service, you must notify us in writing or via email (at [membercare@sunrun.com](mailto:membercare@sunrun.com)) of any defect in the Work. Provided that the Limited Warranty is not expired, otherwise voided or subject to an exclusion, we will repair or replace the defective Work within a reasonable time after you notify us. Upon expiration of our Limited Warranties there may still be

applicable manufacturer’s warranties. If the manufacturer does not pay for warranty service after our Warranty Period expires, we will quote you our standard rates for such work.

**WARRANTY EXCEPTIONS AND EXCLUSIONS.** The Limited Warranties do not apply to your existing system. We make no warranty of any kind, express or implied, with respect to your existing system. The Limited Warranties do not apply to (1) work performed with materials not manufactured or purchased by us; (2) work performed according to plans or specifications not provided or obtained by us, such as plans you provide; (3) monitoring equipment and materials listed as Other Accessories & Equipment; and (4) Other Work (unless agreed in writing by us). Repair of the following is specifically excluded from our warranty: any materials that were modified, repaired or attempted to be repaired by anyone other than us without our prior written approval; any damages resulting from your failure to maintain the Solar System; damages resulting from abuse or ordinary wear and tear; damages due to animals, weather or natural disasters; damages resulting from mold, fungus and other organic pathogens; and fading of paints and finishes exposed to sunlight. You acknowledge that installation of the Solar System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility in relation to whether our work voids your roofing warranty. You should check with the roofer or builder concerning any impact the Solar System will have on a roof warranty.

The installation of the Solar System may void your existing roof warranty, if any. You should check with the roofer or builder concerning any impact the Solar System will have on an existing roof warranty. Sunrun’s 10-year Roof Penetration Warranty is not affected by any existing roof warranty.

**MAINTENANCE AND REPAIR.** If the system requires maintenance or repair that is not covered by the warranties set forth above, Sunrun will not perform this work unless you enter into a separate agreement with Sunrun to perform these services at your expense. If you choose a third party to do this work and it is done incorrectly, the third party repairs may limit or negate our ability to provide certain services in this agreement, including but not limited to Proactive Monitoring and the Roof Penetration Warranty.

## D. Production Estimate

### 1. Production Estimate

- a. Sunrun estimates that your Solar System will be capable of generating 10,503 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 247,408 kilowatt-hours ("kWh") during the Warranty Period (the "Estimated Output").

## E. Design and Installation

### 1. Description of the Project and Description of Significant Materials to be Used and Equipment to be installed.

Your Solar System will be installed at your home. Our work on your Solar System includes: design, permitting, and installation of the equipment and material typically necessary for a complete and operable solar system and installation of your Solar System (the "Work"). No other home improvement work or repairs or replacement of your home’s utility meter except for what is stated above are included in this Agreement.

- a. The primary equipment used for your Solar System will typically include a series of interconnected photovoltaic panels, one or more inverters, racking materials, and a production meter. Other materials generally used as the "balance of system" are disconnects, breakers, load centers, wires, and conduit. See below for a more detailed description of the major components of your Solar System.

Solar system size: 7.47 kW DC

Photovoltaic	Manufacturer	Model Number	Quantity
Array 1.0	JA Solar	JAM60S17-325/MR	13
Array 2.0	JA Solar	JAM60S17-325/MR	10
Inverter	Manufacturer	Model Number	Quantity
Array 1.0	Enphase Energy	IQ7-60-x-US	13
Array 2.0	Enphase Energy	IQ7-60-x-US	10

Your initials indicate that you have read, understood and accepted the provisions set forth in this section E(1)(a).

Agreed and accepted by: TRG (Initials)

### 2. Installation and Maintenance of Metering and Monitoring Equipment.

- (i) Production Monitor. 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 (the "Production Monitor"). Through the Production Monitor, we will collect Solar System production and performance data ("Performance Data").

- (ii) Energy Consumption Monitor. During installation or at any time thereafter during the Warranty Period, we may install or replace energy consumption monitoring devices (the "Consumption Monitor"). Through the Consumption Monitor, we may collect and store information about energy usage at your home ("Usage Data").
- (iii) Access to Monitors. 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 access to your home in order to install, operate, maintain, repair and replace the Production Monitor and the Consumption Monitor.
- (iv) Internet Connection. 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 that is acceptable to us in our discretion.
- (v) [Intentionally Omitted]

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

**3. Approximate Start Date and Approximate Completion Date for Installation of Solar System.** Substantial commencement of the Work occurs when we begin design of your Solar System. Start and completion dates are based on scheduling as of the Effective Date and are subject to change.

- Approximate Start Date: 60-180 days following the Effective Date.
- Approximate Completion Date: 60-180 days following the Effective Date

#### **4. Design.**

- a. Sunrun or its subcontractors will provide you with a preliminary Solar System design, then will schedule a time to visit your Home to confirm that the preliminary design will fit on your Home's roof and finalize the design (the "Site Survey"). The design of your Solar System is dependent on the physical specifications of your home's roof(s), site conditions such as placement of ventilation systems, roof conditions, etc., any of which may affect the placement of your Solar System on your roof. Your home's Solar System design will be finalized following a Site Survey of your home by Sunrun.
- b. The final design of your Solar System will be presented to you prior to installation. You will have five (5) business days after receipt of the design to request a design change. Otherwise, you will be deemed to have approved your Solar design. Sunrun will use commercially reasonable efforts to accommodate requests for changes. With your written, deemed, or verbal approval, Sunrun may begin installation.
- c. If, during or after the Site Survey, we discover any concealed or hidden conditions or issues with your home that may delay or prevent completion of your Solar System once we start installation, we will explain the issue to you, determine if additional costs are required to correct the problem and, if so, propose a change order. It may be necessary that you undertake site preparation prior to installation.

#### **5. Installation**

- a. Sunrun or its subcontractors will obtain any permits needed for installation of your Solar System. You agree to cooperate with Sunrun and assist Sunrun in obtaining any permits needed.
- b. Sunrun, its subcontractors and agents shall keep your home reasonably free from waste materials or rubbish caused by their operations. Prior to the In-Service Date, Sunrun and its agents shall remove all tools, construction/installation equipment, machinery, waste materials and rubbish from and around your home.
- c. Sunrun reserves the right, at Sunrun's sole discretion, to install a critter guard with your Solar System. Guards can help protect your Solar System from pests or rodents that can damage components of your Solar System.

#### **6. Access to your home**

- a. You agree to grant Sunrun and its subcontractors access to your home for the purpose of designing, installing, operating, testing your Solar System and performing Sunrun's obligations under this Agreement. Sunrun agrees to give you reasonable notice when Sunrun needs to access your home for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.
- b. When requested by Sunrun or when necessary, you agree to allow Sunrun and construction professionals (an engineer, architect, or licensed contractor or their representative) hired by Sunrun to access your home to inspect any buildings, including roofs, prior to installation of your Solar System to ensure that your home can accommodate your Solar System.

- c. You must provide us with power and water for use during installation.
- d. You agree to make best efforts to provide a safe and secure work environment for Sunrun and its subcontractors at your home throughout Solar System installation and the Warranty Period

#### 7. Miscellaneous.

- a. Sunrun has the authority and sole discretion to use subcontractors or agents to perform or assist Sunrun in performing Sunrun's obligations.
- b. If Work excluded from this Agreement in Section E(8) must be performed in order to properly effect the installation of your Solar System, you agree to contract separately, and at your own expense, with a contractor who has been designated by or approved by Sunrun to perform such obligation. In this instance, Sunrun will not unreasonably withhold such approval.
- c. 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.
- d. 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 C without Sunrun's prior written consent.

#### 8. Exclusions. We do not do or provide any of the following under this Agreement:

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

## F. Change Orders

- 1. If Sunrun requests a modification to the terms of the Agreement, Sunrun will notify you in writing of the requested change and will ask you to accept the modified terms by executing a change order. Failure to respond to a change order request within five (5) business days may lead to a cancellation of the Agreement pursuant to Section H.

For example, if upon completing the Site Survey it is determined that the contracted system size will not fit, and we have to reduce the system size by a panel or two we would create a change order which reflects a lower payment due to less production.

- 2. Note About Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of

work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the order will have on the installation timeline and expected completion date. Change Orders that do not contain such information are not enforceable against you. Sunrun's or its subcontractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation by Sunrun or its subcontractor for work performed, based upon legal or equitable remedies designed to prevent unjust enrichment.

3. If a Change Order results in a change to the Contract Price ("New Contract Price") you must obtain a Loan that enables you to purchase your Solar System at the New Contract Price. As noted in Section H, Sunrun has the sole right to cancel the Agreement if you are not able to obtain a Loan for the New Contract Price. Contacting a third-party lender is your sole responsibility. Approval of a Loan is the sole responsibility of the lender.

## G. Additional Information

1. **Customer Obligations.** You acknowledge and agree to the following during the Warranty Period:
  - b. Your local utility is TECO Energy (the "Utility").
  - c. You agree that your home will remain connected to your Utility for the Warranty Period and that you will notify Sunrun prior to changing your Utility.
  - d. Any attempts to tamper with, damage or modify your Solar System will be considered beyond reasonable wear and tear use of your Solar System.
  - e. You agree: to 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 to promptly notify Sunrun if you think your Solar System is damaged or appears unsafe or if your Solar System is stolen.
  - f. Intentionally Omitted.
  - g. 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 Agreement.
  - h. Intentionally Omitted.
  - i. 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.

Agreed and accepted by: TRG (Initials)

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

Do you consent?

**Sale of Home and assignment.** Neither you nor we may assign this Agreement without the written consent of the other. However, we may (i) use subcontractors, and (ii) assign this Agreement in connection with the sale or other transfer of substantially all of the equity or assets of our company. You may assign the limited warranties provided under this Agreement to a subsequent owner of the Property by providing us fifteen days' prior written notice of the assignment and the contact details of the new owner.

2. **Insurance** Sunrun carries commercial general liability insurance ("CGL") and workers' compensation insurance for all employees underwritten by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. ("Gallagher"). You may call Gallagher at 415-546-9300 to confirm Sunrun's insurance coverage.

### 3. Force Majeure

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

In order to claim Force Majeure as a reason for non-performance under this Agreement, Sunrun must:

- a. give you notice promptly following occurrence of the Force Majeure Event;
- b. make reasonable efforts to limit damage to you; and
- c. notify you when the Force Majeure event ends and performance will resume as contemplated in this Agreement

### 4. Limitations of Liability

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

YOU SHALL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS SUNRUN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, FINANCING PARTNERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL THIRD PARTY CLAIMS, ACTIONS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), DAMAGES, LIABILITIES, PENALTIES, LOSSES, OBLIGATIONS, INJURIES, DEMANDS AND LIENS OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY SUNRUN FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUNRUN MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR YOUR SOLAR SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. ANY WARRANTY EXPRESSLY PROVIDED FOR IN THIS AGREEMENT EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW AND LIMITS THE DURATION OF ANY WARRANTIES NOT EXPRESSLY PROVIDED HEREIN TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW. UPON RECEIPT OF PAYMENT IN FULL UNDER THE AGREEMENT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN YOUR SOLAR SYSTEM WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT SUNRUN HAS NO RESPONSIBILITIES WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

## 5. Limitations on Damages

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

6. **Breach by You.** Upon any breach by you, including any failure by you to pay us any amount due or to provide us necessary access to your home, we shall have the right to (i) cancel the Agreement, (ii) demand payment for all completed work and materials ordered through the date of cancellation, any other loss we suffer, plus liquidated damages equal to twenty percent (20%) of any unpaid balance of the Contract Price, (iii) remove any Solar System materials or equipment from your home, (iv) deactivate your Solar System and/or (v) pursue any other available legal remedies. You agree that we may access your home to the extent necessary to exercise any of the foregoing remedies

## 7. Dispute Resolution; Arbitration; Class Action Waiver

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

- a. **INFORMAL DISPUTE RESOLUTION.** The Parties agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of the Dispute to the address listed in Section G(9) of the Agreement. Sunrun will send a written notice of Dispute to your home's address. If the Parties do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or Sunrun may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute. If you claim deficiencies in your Solar System's installation or performance, you must allow us to visually inspect your Solar System and obtain or download pertinent performance data from your Solar System.
- b. **ARBITRATION.** IF THE PARTIES CANNOT RESOLVE THE DISPUTE INFORMALLY, THE DISPUTE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WILL BE RESOLVED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. THIS AGREEMENT TO ARBITRATE DISPUTES IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES & PROCEDURES. THE ARBITRATION WILL BE OVERSEEN BY THE JAMS OFFICE NEAREST TO YOUR HOME. JUDGMENT ON THE AWARD MAY BE



ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEY FEES OF THE PREVAILING PARTY.

- c. You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern. Sunrun will pay the costs for initiating arbitration proceedings whether you or Sunrun prevails in arbitration. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, Sunrun will pay your attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in the federal judicial district of your home, unless you and Sunrun agree to another location in writing. In order to initiate arbitration proceedings, you or Sunrun must take the following actions:
  - (i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at [www.jamsadr.com](http://www.jamsadr.com).
  - (ii) Send three (3) copies of the demand for arbitration to the JAMS location at Two Embarcadero Center, Suite 1500, San Francisco, California 94111.
  - (iii) Send one copy of the demand for arbitration to the other Party. You and Sunrun agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and Sunrun's principal executive office, respectively.
- d. In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction. For more information about JAMS and its Streamlined Arbitration Rules & Procedures, visit [www.jamsadr.com](http://www.jamsadr.com), or call 1.800.352.5267.
- e. **CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR SUNRUN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "CUSTOMERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

Your initials indicate that you have read, understood and accepted the limitations and obligations set forth above in this Section 8.

Agreed and accepted by: PKG (Initials)

**8. Written Notice & General Correspondence**

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

Correspondence, notices, demands or requests should be sent to Sunrun at:

Sunrun Inc.  
Attn: Legal Department  
225 Bush Street, Suite 1400  
San Francisco, CA 94104  
Phone: 855-478-6786  
Email: [customercare@sunrunhome.com](mailto:customercare@sunrunhome.com)

- 9. **Governing Law.** Unless otherwise prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State in which your home is located, without regard to any conflicts of laws principles thereof.
- 10. You agree that Sunrun has the right to obtain photographic images of your Solar System and your home, and to use such photographic images for internal and quality control purposes. Sunrun will not use photographic images of your Solar System or your home in its marketing and promotional materials without first obtaining your express written approval.
- 11. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 12. This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.
- 13. **Entire Agreement.** You agree that this Agreement constitutes the entire agreement between you and Sunrun. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest

of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

## H. Notices of Right to Cancel

1. We May Revoke Our Offer To Enter Into This Agreement In Our Sole Discretion If You Do Not Accept, Sign And Send The Agreement To Us By The Tenth (10th) Calendar Day After The Date We Present It To You.
2. In Addition To The 10-Day Right To Cancel, Which Is Described On the Signature Page and Exhibit C, You May Cancel The Agreement Without Penalty and Have Your Down Payment Refunded By Sunrun Within a Reasonable Period of Time Following Cancellation:
  - a. If it is determined that you must pay for any site improvements (to accommodate a Solar System);

For example, if upon completion of the Site Survey we recommend that the roof should be replaced prior to the solar installation, but you do not have the means to complete the re-roof, then you may cancel the agreement.

- b. If, for a period of twelve (12) months after the Effective Date Sunrun fails to complete installation of your Solar System and you have fulfilled all of your obligations under this Agreement, including making your home accessible to Sunrun and in a state ready to permit installation.
  - c. If Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change;
- 3. We May Cancel This Agreement If:**
- a. prior to the commencement of installation, there is a change in your Solar System's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator.
  - b. concealed conditions that you knew about or reasonably should have known about are discovered that prevent installation or would result in reduced estimated system production as set forth in Section D;
  - c. you delay in correcting pre-existing conditions that prevent installation of your Solar System;
  - d. you fail to respond to Sunrun's or its subcontractor's questions and requests and cause Solar System installation to be delayed for thirty (30) or more days as a result of your unresponsiveness;
  - e. a change in Solar System design changes the expected costs and benefits of this Agreement to Sunrun;
  - f. cellular service or internet service is no longer available at your home or if the availability of cellular service or internet service significantly decreases, in which case Sunrun will refund you the Downpayment within a reasonable period of time following cancellation if such lack of, or decrease in, cellular service or internet service is through no fault of your own
  - g. Sunrun requests a change to the Agreement pursuant to Section F, and you do not agree to such change within five (5) business days after you are notified of such request, in which case Sunrun will refund you the Downpayment within a reasonable period of time following cancellation.
  - h. prior to the commencement of installation, there are any changes or proposed changes to your applicable Utility tariff (including any changes to net metering, net metering not being extended or continued on the same terms, or for any other reason the Solar System does not qualify or is otherwise ineligible for net metering or expected Incentives), we may cancel this Agreement, in which case Sunrun will refund you the Deposit within a reasonable period of time following cancellation.
  - i. You are unable to obtain a Loan for the Contract Price or the New Contract Price.

## 4. GENERAL LEGAL NOTICES FOR THE CUSTOMER.

- a. Do not sign the Agreement before you read it or if it contains any blank fields.
- b. You have the right to require your contractor to have a Performance and Payment Bond. Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to you a full and unconditional release from any potential lien claimant claim or mechanic's lien authorized pursuant to California Civil Code Sections 8400 and 8404 (or applicable state law if outside of California) for that portion of the work for which payment has been made.
- c. 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 DOWN PAYMENT.
- d. You acknowledge that you have received and read a legible copy of the Agreement, including all the terms and conditions therein included and that you have read and received a legible copy of every document that you signed during the negotiation.

By initialing below, you expressly acknowledge that you have been advised on your right to cancel this Agreement and have received duplicate copies of the Notice of Cancellation.

Agreed and accepted by: TRG (Initials)

**YOUR INITIALS BELOW INDICATE THAT YOU:**

- Are eighteen (18) years of age or older;
- Are a citizen of the United States of America or are not exempt from paying Federal US income taxes;
- Are the owner of legal title to your home and that every person or entity with an ownership interest in your home has agreed to be bound by the terms of the Agreement;
- Have read, understood and accepted the explanation of estimated energy output, energy sources, contract term and payment terms;
- Acknowledge that Sunrun will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Agree that Sunrun will make a final determination of your eligibility in its sole discretion;
- Acknowledge that you will continue to receive a monthly bill from your Utility; and
- Acknowledge that you have been advised on your right to cancel this Agreement.

Agreed and accepted by: TRG (Initials)

[Signature Page Follows]

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

SUNRUN INSTALLATION SERVICES INC.

DocuSigned by: Mariana Vargas  
Signature: \_\_\_\_\_

FDC5884AED074B5...  
Print Name: Mariana Vargas

Date: 1/22/2022

Title: Project Operations

Federal Employer Identification Number: 77-0471407

IF YOU CHOOSE TO PAY BY CHECK, MAKE CHECKS OUT TO SUNRUN INSTALLATION SERVICES INC. NEVER MAKE A CHECK OUT TO A SALES REPRESENTATIVE. OUR SALES REPRESENTATIVES ARE NOT AUTHORIZED TO RECEIVE CHECKS IN THEIR OWN NAMES.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE EFFECTIVE DATE. PLEASE REVIEW THE ATTACHED NOTICES OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

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

Customer

Primary Account Holder

Secondary Account Holder (Optional)

DocuSigned by: Teja Reddy Gatla  
E81203B581C9400...  
Signature Teja Gatla

\_\_\_\_\_  
Signature

1/22/2022  
Date

\_\_\_\_\_  
Print Name

Email Address\*: gatlatejareddy111@gmail.com

Mailing Address (if different than home address):

19240 Mossy Pine Dr Tampa, FL 33647

Phone: (816) 621-5161

*\*Email addresses will be used by Sunrun for official correspondence, such as sending invoices.*

Sales Consultant

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

DocuSigned by: [Signature]  
8F42F440564D414...  
Signature

Brandon Allen  
Print Name

1775886351  
Sunrun ID number

Exhibit A  
Intentionally Omitted

EXHIBIT B

LEGAL NOTICES LEGAL NOTICE FOR FLORIDA HOME IMPROVEMENT CONTRACTS

BUYER'S RIGHT TO CANCEL: This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the tenth calendar day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

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

Division of Professions  
Construction Industry Licensing Board  
1940 North Monroe Street  
Tallahassee, FL 32399-0783  
Phone: 850.487.1395

SIGNATURE

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

Customer  
Primary Account Holder

DocuSigned by:

*Teja Reddy Gatla*

E81203B581C9400...

Signature

Teja Gatla

1/22/2022

Date

## FLORIDA MECHANICS LIEN WARNING

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

### SIGNATURE

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

Customer  
Primary Account Holder

DocuSigned by:

*Teja Reddy Gatla*

E81203B581C9400...

Signature

Teja Gatla

1/22/2022

Date

**EXHIBIT C  
NOTICE OF CANCELLATION**

**DATE OF AGREEMENT:** 1/22/2022

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SUNRUN OR THE CONTRACTOR, OR A SUNRUN DESIGNEE 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 SUNRUN INSTALLATION SERVICES INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SUNRUN INSTALLATION SERVICES INC.'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. DOES NOT PICK THEM UP WITHIN TWENTY (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 SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 717 17th STREET, FLOOR 5, DENVER, CO 80202, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM.**

**I HEREBY CANCEL THIS TRANSACTION.**

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



EXHIBIT C  
NOTICE OF CANCELLATION

DUPLICATE COPY

**DATE OF AGREEMENT:** 1/22/2022

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) CALENDAR DAYS FROM THE ABOVE DATE.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 CALENDAR DAYS FOLLOWING RECEIPT BY SUNRUN INSTALLATION SERVICES INC. OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.**

**IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SUNRUN OR THE CONTRACTOR, OR A SUNRUN DESIGNEE 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 SUNRUN INSTALLATION SERVICES INC. REGARDING THE RETURN SHIPMENT OF THE GOODS AT SUNRUN INSTALLATION SERVICES INC.'S EXPENSE AND RISK.**

**IF YOU DO MAKE THE GOODS AVAILABLE TO SUNRUN INSTALLATION SERVICES INC. AND SUNRUN INSTALLATION SERVICES INC. DOES NOT PICK THEM UP WITHIN TWENTY (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 SUNRUN INSTALLATION SERVICES INC., OR IF YOU AGREE TO RETURN THE GOODS TO SUNRUN INSTALLATION SERVICES INC. AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SUNRUN INSTALLATION SERVICES INC. AT 717 17th STREET, FLOOR 5, DENVER, CO 80202, PH: 1-855-478-6786, CANCELLATIONS@SUNRUN.COM.**

**I HEREBY CANCEL THIS TRANSACTION.**

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## EXHIBIT E

### Data Usage and Disclosure

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

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

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

Agreed and accepted by: TRG (Initials)

# SEIA® SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your lease 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.

To better understand the cost of the electricity produced by your System, consult the separate form, SEIA® Solar Purchase Disclosure Addendum, CA 0404.

<p><b>PROVIDER:</b> Sunrun Installation Services Inc.                  Read all documents carefully so you fully understand the transaction.                  For more information on being a smart solar consumer visit <a href="http://www.seia.org/consumers">www.seia.org/consumers</a>.</p> <p><b>Address:</b> 225 Bush St., Ste 1400                  San Francisco, CA 94104  <b>Tel.:</b> 888.GO.SOLAR  <b>License #</b> (if applicable):  <b>Email:</b> <a href="mailto:customercare@sunrun.com">customercare@sunrun.com</a></p>	<p><b>INSTALLER:</b> Sunrun Installation Services Inc.                  Address: 225 Bush St., Ste 1400                  San Francisco, CA 94104  <b>Tel.:</b> 888.GO.SOLAR  <b>State/County Contractor License #:</b>  <b>Email:</b> <a href="mailto:customercare@sunrun.com">customercare@sunrun.com</a></p>	<p><b>WARRANTY/MAINTENANCE PROVIDER:</b>                  (If Different from Installer or Provider).  <b>Address:</b>  <b>Tel.:</b>  <b>License #</b> (If applicable)  <b>Email:</b></p>
---	--	--

**CUSTOMER:** Teja Gatla  
**Customer ID:** PK44CKFK9C76-K  
**System Installation Address:** 19240 Mossy Pine Dr, Tampa, FL, 33647  
**Customer Mailing Address:** 19240 Mossy Pine Dr, Tampa, FL, 33647  
**Email:** Email: N/A

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

Purchase Price (A)	Payment Schedule (B)	Financing (C)
<p>Your purchase price: <u>\$24,561.60</u></p> <p>List of any credits, incentives or rebates included in the above purchase price:</p> <p>_____</p> <p><b>*NOTE:</b> You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information</p>	<p>Amount you owe Provider at Contract signing:  <u>\$0.00</u></p> <p>Amount you owe Provider at the commencement of installation:  <u>\$0</u></p> <p>Amount you owe Provider at the completion of installation:  <u>\$24,561.60</u></p> <p>You will make a final payment to Provider at the following time (e.g. interconnection):</p> <p>_____</p> <p>and for the following amount:  <u>\$0</u></p>	<p>The System:</p> <p><input checked="" type="checkbox"/> WILL be financed</p> <p><input type="checkbox"/> WILL NOT be financed; or</p> <p><input type="checkbox"/> Financing of System UNKNOWN to Provider</p> <p><b>NOTE:</b> 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 financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.</p>
Installation Timing (D)	Interconnection Approval (E)	

Approximate Start Date:  
60-120 \_\_\_\_\_ days from the date the Agreement is signed.  
Approximate Completion Date:  
60-120 \_\_\_\_\_ days from the date the Agreement is signed

YOU are or  PROVIDER is responsible for submitting a System interconnection application.

#### Site & Design Assumptions for your Purchase (F)

- Estimated size of the System in kilowatts: 7.475 \_\_\_\_\_ (kWdc)
- Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation: 10503 \_\_\_\_\_
- Estimated annual System production decrease due to natural aging of the System: 0.50 \_\_\_\_\_ %
- System location on your property: Roof \_\_\_\_\_
- System  WILL  WILL NOT be connected to the electric grid
- At the time of installation, your local utility  DOES  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  IS  IS NOT included (e.g., Installer, Maintenance Provider).

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs  ARE  ARE NOT provided by the Provider \_\_\_\_\_ (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  IS  IS NOT warranted against leaks from the System installation for 10 \_\_\_\_\_ years by Provider \_\_\_\_\_ (e.g. Provider, Installer, Other).

#### System Guarantee (I)

In terms of your full System, Provider is providing you with a:  
 System performance or electricity production guarantee  
 Other type of System guarantee  
 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 HAVE  HAVE NOT been provided with a savings estimate ("Estimate") based on your

*If you HAVE been provided with an Estimate, Provider states the following:*

Provider  IS  IS NOT guaranteeing these savings.

Provider  IS  IS NOT using savings calculations that conform to the *SEIA Solar Business Code*. See Box M or [www.seia.org/code](http://www.seia.org/code).

Your Estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use

Your Estimate assumes the following:

- Years of electricity production from the System: 30 \_\_\_\_\_
- A current estimated utility electricity rate of \$0.119 \_\_\_\_\_ [cost per kilowatt-hour] during the first year of System Operation year with estimated increases of %2-%4 \_\_\_\_\_ percent annually. Provider based this estimate on the following

source(s): US Energy Information Administration historical data and projections, utility filings, and other analysis on long-term factors impacting future utility rates.

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 this Contract without penalty within 10 [no less than three] business days of 1/22/2022 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](http://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](http://www.seia.org/consumers) or email SEIA at [consumer@seia.org](mailto:consumer@seia.org).

#### Additional Disclosures or Terms (N)

This form was automatically generated by Sunrun on 1/22/2022

**SEIA® SOLAR PURCHASE DISCLOSURE ADDENDUM – ESTIMATED COST PER kWh**

This form is designed to accompany, not replace, the SEIA® Solar Purchase Disclosure.

It provides an estimate of the cost of electricity produced by your solar energy system (System) over the life of the System.

This addendum is not a substitute for your purchase contract, loan or any other documents associated with this transaction.

Information presented below is subject to the terms of your purchase contract.

<b>PROVIDER:</b> Sunrun Installation Services Inc. Read disclosures carefully so you fully understand the transaction. For more information on being a smart solar consumer please visit <a href="http://www.seia.org/consumers">www.seia.org/consumers</a>	<b>INSTALLER:</b> Sunrun Installation Services Inc. Read disclosures carefully so you fully understand the transaction. For more information on being a smart solar consumer please visit <a href="http://www.seia.org/consumers">www.seia.org/consumers</a>	<b>WARRANTY/MAINTENANCE PROVIDER:</b> (If Different from Installer or Provider):
<u>Address:</u> 225 Bush St., Ste 1400 San Francisco, CA 94104 <u>Tel.:</u> 888.GO.SOLAR <u>License # (if applicable):</u> <u>Email:</u> customercare@sunrun.com	<u>Address:</u> 225 Bush St., Ste 1400 San Francisco, CA 94104 <u>Tel.:</u> 888.GO.SOLAR <u>State/County Contractor License #:</u> <u>Email:</u> customercare@sunrun.com	<u>Address:</u> <u>Tel.:</u> <u>License # (If applicable)</u> <u>Email:</u>
<b>CUSTOMER:</b> Teja Gatla <u>Customer ID:</u> PK44CKFK9C76-K <u>System Installation Address:</u> 19240 Mossy Pine Dr, Tampa, FL, 33647 <u>Customer Mailing Address:</u> 19240 Mossy Pine Dr, Tampa, FL, 33647 <u>Email:</u> Email: N/A		

**COST PER KILOWATT-HOUR****ESTIMATED AVERAGE COST OF SOLAR ELECTRICITY PRODUCED BY YOUR SYSTEM OVER SYSTEM**

LIFETIME: \$0.0993 /kWh

*System Characteristics*

System Size: 7.475 kW

Estimated System Lifetime:    20 years    25 years X 30 years

Estimated Production in Year 1: 10503 kWh

Estimated Average Annual Panel Degradation Rate: 0.50 %

*Costs*

Initial System Cost: \$24,561.60

Total Financing Cost: unknown (if applicable)

Total Operations & Maintenance (O&M) Costs: \$3,139.50

O&M Costs Include:

*Incentives*

Federal, State, Local or Utility Incentives/Rebates Included in this Estimate:

Federal Solar Tax Credit

Value of Incentive/Rebates Included: \$6,386.02

This form was automatically generated by Sunrun on 1/22/2022





## My Information

Teja Gatla  
19240 Mossy Pine Dr  
Tampa, FL 33647

## System

<b>Annual Usage</b>	12,695 kWh
<b>Estimated System Size</b>	7.48 kWp
<b>Estimated Annual System Production</b>	10,503 kWh
<b>Estimated Energy Offset</b>	83%

**Modules** (23) JA Solar, JAM60S17-325/MR

**Inverters** 23 x Enphase Energy  
IQ7-60-x-US

## Approval

I have reviewed My Custom Solar Design and approve of the placement of solar panels identified above. I understand that the actual number of panels and their precise placement may vary based on engineering, installation, and solar energy production considerations, including roof type, shade, and other factors.

DocuSigned by:

*Teja Reddy Gatla*

E81203B581C9400...

Customer Signature

1/22/2022

Date



**Certificate Of Completion**

Envelope Id: 46116719B2E640AB8A0EF572C08A5BB3	Status: Completed
Subject: Customer Agreement REPLACE_FOR [[RecipientName]] (PK44CKFK9C76-K)	
Source Envelope:	
Document Pages: 24	Signatures: 6
Certificate Pages: 5	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sunrun eSignAdmin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	595 Market St.
	29th Floor
	San Francisco, CA 94105
	sunrun_esign_admin@sunrun.com
	IP Address: 13.110.74.8

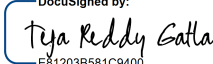
**Record Tracking**

Status: Original	Holder: Sunrun eSignAdmin	Location: DocuSign
1/22/2022 11:38:42 AM	sunrun_esign_admin@sunrun.com	

**Signer Events**

TEJA REDDY GATLA  
gatlatejareddy111@gmail.com  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
E81203B581C9400...  
Signature Adoption: Pre-selected Style  
Using IP Address: 35.142.16.99  
Signed using mobile

**Timestamp**

Sent: 1/22/2022 11:38:46 AM  
Viewed: 1/22/2022 11:41:06 AM  
Signed: 1/22/2022 11:42:36 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/22/2022 11:39:07 AM  
ID: 65808699-5c54-45bd-84a7-df0a396457c9

Brandon Allen  
ballen@sunrun.com  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
8F42F440564D414...  
Signature Adoption: Drawn on Device  
Using IP Address: 174.241.241.4  
Signed using mobile

Sent: 1/22/2022 11:42:37 AM  
Viewed: 1/22/2022 11:46:54 AM  
Signed: 1/22/2022 11:46:54 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/22/2022 9:34:35 AM  
ID: 1cb40f84-8822-44d7-a9a7-9df89ea85688

Mariana Vargas  
mariana.vargas@sunrun.com  
Project Operations  
Security Level: .Email  
ID: 25e7640b-205e-4018-99a0-10a79ea57295  
1/22/2022 12:12:27 PM

DocuSigned by:  
  
FDC5884AED074B5...  
Signature Adoption: Pre-selected Style  
Using IP Address: 139.178.94.146

Sent: 1/22/2022 11:46:56 AM  
Resent: 1/22/2022 12:12:25 PM  
Viewed: 1/22/2022 12:13:10 PM  
Signed: 1/22/2022 12:13:19 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/2/2021 9:57:54 AM  
ID: 7ff7f9a2-06b8-4d10-8a33-47a793cb61c2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
----------------------------------	---------------	------------------

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	1/22/2022 11:38:46 AM
Certified Delivered	Security Checked	1/22/2022 12:13:10 PM
Signing Complete	Security Checked	1/22/2022 12:13:19 PM
Completed	Security Checked	1/22/2022 12:13:19 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **CONSUMER DISCLOSURE**

From time to time, Sunrun Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. PLEASE READ THE INFORMATION BELOW CAREFULLY AND THOROUGHLY, AND IF YOU CAN ACCESS THIS INFORMATION ELECTRONICALLY TO YOUR SATISFACTION AND AGREE TO THESE TERMS AND CONDITIONS, PLEASE CONFIRM YOUR AGREEMENT BY CLICKING THE 'I AGREE' BUTTON AT THE BOTTOM OF THIS DOCUMENT.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for thirty (30) days after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, please request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Sunrun Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@sunrun.com](mailto:customercare@sunrun.com)

You may also contact us in writing at 45 Fremont Street, 32nd Floor, San Francisco, CA 94105 or by phone at 1-855-478-6786.

**To advise Sunrun Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@sunrun.com](mailto:customercare@sunrun.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. at 1-866-219-4318 to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Sunrun Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must contact us by (a) sending us an e-mail to [customercare@sunrun.com](mailto:customercare@sunrun.com), (b) writing to us at Sunrun Inc, 45 Fremont Street, 32nd Floor, San Francisco, CA 94105, or (c) calling us at 1-855-478-6786, and in connection with your request you must state your e-mail address, full name, US Postal address, and telephone number.

**To withdraw your consent with Sunrun Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. contact us by (a) sending us an email to [customercare@sunrun.com](mailto:customercare@sunrun.com), (b) writing to us at Sunrun Inc., 45 Fremont Street, 32nd Floor, San Francisco, CA 94105, or (c) calling us at 1-855-478-6786, and in connection with your request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### **Notices**

Any notice or other communication to be made hereunder, even if otherwise required to be in writing under other provisions of this Consent or any other documents or agreements that have been provided to you in connection with this Consent, may alternatively be made in an electronic record transmitted electronically to the electronic addresses provided by you. Any notice or other communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read and have accessed, read and understood the terms of this ELECTRONIC CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Sunrun Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sunrun Inc. during the course of my relationship with you.

### **Entire Agreement Provision**

This agreement and the consumer disclosure statement executed by the customer in conjunction with and simultaneously with its review and acceptance of the terms set forth herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.