

SOLAR PHOTOVOLTAIC INSTALLATION AGREEMENT

*Depending on the adder type, it may or may not be considered part of your PV System for tax and warranty purposes and may require a separate contract. Any home improvement adders including but not limited to HVAC, roofing, water systems, generators, pergolas, tree trimming, and home security etc. may be included in your financing arrangement and the work may be performed by a third party. Any warranty on products installed by a third party will be the responsibility of the homeowner to warranty through the third party.

5. INSTALLATION TIMELINE:

TriSMART will install the PV System within a reasonable amount of time after the date of this Agreement but no later than ten (10) months from the date of the last amendment to this Agreement. When TriSMART completes installation of the solar panels and the inverters(s), then substantial completion of the work to be performed under this Agreement shall have occurred:

Approximate Start Date: 30-60 days from the date of the last amendment to this Agreement

Approximate Completion Date: 60-90 days from the date of the last amendment to this Agreement

This performance timeline is an estimate and may be adjusted as provided in this Agreement or any subsequent amendments, including delays due to late payments or unforeseen conditions. Once TriSMART commences work on any portion of the Project, including but not limited to home improvements or roof repairs of any kind whatsoever, this Agreement shall become non-cancelable by Customer.

6. PRICING: The prices provided in this Agreement are valid for thirty (30) days from the date set forth above. If Customer does not sign this Agreement and return it to TriSMART on or before the thirtieth (30) day, TriSMART reserves the right to reject this Agreement unless you agree to our then-current pricing.

7. NOTICE OF RIGHT TO CANCEL:

- A. CUSTOMER SHALL BE ALLOWED TO CANCEL THE AGREEMENT WITHIN SEVEN (7) DAYS OF SIGNING THE ORIGINAL INSTALLATION AGREEMENT WITHOUT BEING CHARGED A FEE.**
- B. IF THE AGREEMENT IS CANCELED AFTER THE EXPIRATION OF SEVEN (7) DAYS AFTER CUSTOMER SIGNS THE ORIGINAL INSTALLATION AGREEMENT, CUSTOMER WILL BE CHARGED A CANCELLATION FEE EQUAL TO TEN PERCENT (10%) OF THE CONTRACT PRICE WHICH WILL BE DUE AND PAYABLE ON THE DAY CUSTOMER CANCELS WITHOUT NOTICE OR DEMAND FROM COMPANY.**
- C. ALL SALES ARE FINAL AS SOON AS ANY COMPONENT OF THE SYSTEM IS INSTALLED OR ANY WORK ON THE PROJECT HAS BEGUN AT THE PROPERTY.**

8. ACKNOWLEDGEMENTS:

Customer acknowledges and understands that TriSMART Solar does not give tax advice regarding the federal solar investment tax credit, and that you should confirm your eligibility for the tax credit with your tax advisor. Further, Customer understands that the current Federal Tax Incentive is based on the gross cost of the PV System (after local rebate if any), and is directly correlated with what Customer has paid or will pay in Federal Taxes and comes in the form of a tax credit. Customer is solely responsible for all applications, eligibility, analysis, tax processes and the like arising from or related to this Agreement and the PV System in whole or in part and acknowledges that TriSMART has given no tax advice to Customer arising from or related to this Agreement.

Initial: SA

Customer acknowledges and understands that the solar production, any energy efficiency, and post-solar utility bill projections that have been presented to Customer are only estimates based on historical data.

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Initial: SA

Customer acknowledges and understands that in the event the Property consumes more electricity than Customer's PV System provides, then Customer will be billed for that electricity from Customer's utility provider.

Initial: SA

Customer acknowledges that Customer's energy consultant has not made any additional promises, representations, guarantees, or commitments outside of what is written in this Agreement.

Initial: SA

Customer acknowledges that Customer has read and understands the cancellation policy as outlined in Section 7 of this Agreement and all notices contained in all Exhibits to this Agreement

Initial: SA

Customer represents and warrants that it has full power and authority to enter into this Agreement and is the owner of record in the real property records of the county of the Property described herein.

Initial: SA

Customer acknowledges and understands that in the event the PV System includes a Battery (or other additional home improvement product) and is being financed, that Customer will be solely responsible for making payments on the entirety of the amount financed in accordance with the lender's amortization and payment schedule, regardless of whether the Battery (or other additional home improvement product) have been installed on the Property at the time said payments begin.

Initial: SA

9. CHANGES, PERMITS, REBATES, INCENTIVES:

Customer acknowledges that the figures provided by TriSMART in this Agreement are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to Customer's Project. Actual system size and production will vary. TriSMART will use good faith reasonable efforts to provide reasonable figures in this Agreement. Following TriSMART's site survey, we will amend this Agreement with revised figures. Customer agrees that TriSMART will not have any financial obligation to Customer regarding any difference between actual figures presented in any amendment to this Agreement and the estimated figures in the original Agreement.

Any changes to the PV System will be documented in a written amendment to this Agreement signed by both Customer and TriSMART. Customer authorizes TriSMART to make corrections to the utility and incentive paperwork to conform to this Agreement or any amendments to this Agreement signed by both Customer and TriSMART.

Customer acknowledges that the PV System equipment and materials TriSMART will furnish and install are subject to cost increases. TriSMART will hold the contract price for thirty (30) days after the date of the last signed amendment to this Agreement. After thirty (30) days, if the cost of any equipment or material, for the PV System, rises by any amount due to circumstances beyond TriSMART's control, including but not limited to market price fluctuations or a site survey or additional site audit that reveals the need for additional materials

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or labor, then TriSMART shall have the right to present Customer with a change order for the PV System equipment's new price. Customer will have the right to accept or reject this new price and if rejected, receive a refund of its deposit, if any. If you do not accept the new price, TriSMART shall have the right to terminate this Agreement and any amendments and issue you a full refund of all sums paid to date, upon which the parties shall have no further obligations to one another.

TriSMART will obtain any necessary permits, at TriSMART's expense. TriSMART shall not be responsible for delays in work due to the actions of any permitting and regulatory agencies or their employees. Customer will pay to TriSMART or the taxing party as applicable for any taxes or assessments required by federal, state or local governments or related regulatory agencies or utilities. TriSMART will submit any HOA applications on your behalf and use all commercially reasonable efforts to obtain approval from your HOA. It is Customer's responsibility to ensure that the HOA application is approved and that the information provided to TriSMART on **Exhibit B** ("HOA Notice") is accurate.

Depending on the state and utility district in which Customer resides, Customer may be eligible for various state and local rebates and incentives. If applicable, the rebate and incentive calculations TriSMART provides to Customer are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to Customer's Project. However, actual rebates and incentives are variable as eligibility requirements, funding availability and rates may change. In an effort to assist Customer in capturing a rebate, TriSMART will use good faith reasonable efforts to help Customer secure applicable rebates and incentives, but TriSMART shall have no financial obligation to Customer regarding actual rebate and incentive amounts received. Customer agrees to pay the contract price in full regardless of the actual amount of rebates and/or incentives Customer receives. Customer also directs TriSMART to apply any rebate or incentive, beyond those sold to TriSMART, which TriSMART obtains on behalf of the Customer, toward paying down any outstanding balance owed to TriSMART, to the extent said rebate or incentive was not already taken into consideration with the Contract Price.

Attorney-In-Fact. Each undersigned Customer hereby nominates, constitutes, appoints and designates TriSMART as their true and lawful attorney-in-fact with the right to exercise any and all of the rights and responsibilities herein agreed upon, and to make, execute and deliver any and all additional documents, instruments or papers deemed necessary or appropriate by TriSMART to take any action deemed necessary by TriSMART to fulfill its obligations pursuant to this Agreement, expressly limited to TriSMART's obligations to apply for and obtain all necessary permits and all documents and agreements arising from or related to applications with HOA's, applications with utility providers, applications with any authority having jurisdiction, applications regarding any rebate, and all other documents, permits, or agreements arising from or related to the same. Each undersigned Customer hereby ratifies and affirms all acts and actions taken and done, or hereafter taken and done, by TriSMART or its designee, as attorney-in-fact. This power of attorney is coupled with an interest, and shall survive the subsequent disability or legal incapacity of any or all of the undersigned Customer(s), and shall self-terminate ninety (90) days after interconnection date of the PV System, unless otherwise extended in writing by the Parties.

10. EXTRA WORK AND CHANGE ORDERS:

Extra work and change orders become part of the contract once the change order is prepared in writing and signed by the Parties prior to commencement of any work covered by the new change order. Once approval for the PV System has been received from any AHJ or utility provider, change orders will not be processed or approved. The order must describe (i) the scope of the extra work or change; (ii) the cost to be added or subtracted from this Agreement; and (iii) the effect the order will have on the schedule of progress payments or the completion date. Notwithstanding this provision, TriSMART shall have the right to substitute any and/or all equipment and components of the PV System without the consent of the Customer, so long as the substituted equipment does not incur additional cost to the Project, is of a similar or better quality, as determined in TriSMART's sole reasonable discretion, and does not cause reduction in the PV System's production guarantee by more than 5%. TriSMART's failure to comply with the requirements of this paragraph does not preclude the

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recovery of compensation for work performed based on legal or equitable remedies designed to prevent unjust enrichment.

11. PROPERTY CONDITIONS:

Customer is and remains solely responsible for the ongoing structural integrity of the location where the PV System is installed, including but not limited to any and all costs and expenses for structural, roofing or electrical modifications necessary to prepare the Property for the PV System. Customer agrees that TriSMART is not responsible for any known or unknown Property conditions which may need to be remedied in order to properly install the PV System, or which may be discovered upon commencement of installation of the PV System, and to promptly remedy the same at Customer's sole cost and expense. Customer's failure to promptly remedy any Property condition shall be considered an event of default.

12. EXISTING CONDITIONS:

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

13. COST OR DELAY DUE TO UNFORESEEN CONDITIONS:

TriSMART is not responsible for failures, delays or expenses related to unanticipated, unusual, or unforeseen conditions at the Property arising out of conditions beyond TriSMART's reasonable control, or as a result of unanticipated delays or changes in requirements by your local electric utility, or any other governmental or quasi-governmental entity exercising authority with regard to the Property (all of which shall be considered "**Force Majeure Events**"). Performance times under this Agreement will be considered extended for a period of time equivalent to the time lost due to such conditions. If TriSMART Solar discovers unforeseen conditions requiring additional cost, then TriSMART shall present such costs to Customer and get Customer's written approval before beginning or continuing performance. Failure to provide such approval may result in TriSMART exercising its termination rights pursuant to Section 16 of this Agreement.

14. PROPERTY ACCESS:

Customer grants TriSMART's employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, repairing, removing and replacing the PV System or making any additions to the PV System; (ii) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the PV System to your electric system at the Property and/or to the utility's electric distribution system; or (iii) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the PV System. TriSMART's right of access shall continue in place for so long as TriSMART remains obligated to any warranty with regard to the PV System.

15. TITLE AND RISK OF LOSS:

Title to the PV System shall transfer to Customer upon the complete installation of the PV System. After delivery of the PV System's equipment and materials to your Property, other than damage directly resulting from TriSMART's actions, you bear risk of loss to the PV System, including all losses occurring after the warranty period. TriSMART retains all TriSMART-owned intellectual property rights on any of the equipment installed in Customer's PV System including, but not limited to, patents, copyrights, trade secrets, trade dress, and trademarks. Customer hereby grants TriSMART a perpetual, non-exclusive license to any data generated by any monitoring system installed as part of the PV System.

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16. TERMINATION AND DEFAULT:

TriSMART may terminate this Agreement, upon seven (7) days written notice, for any material or non-material breach, for any failure of Customer to agree to an appropriate change order, for any failure of Customer to pay TriSMART any amount due, for any bankruptcy or financial distress of Customer, or for any hindrance to TriSMART in the performance process.

17. REMEDIES UPON CUSTOMER'S BREACH:

Without limiting any of TriSMART's other rights and remedies, upon any breach by Customer, including any failure of Customer to pay TriSMART any amount owed pursuant to this Agreement, TriSMART shall have the right to: (i) pursue a stop work order at the Property; (ii) prevent any more work from being done at the Property until the breach is cured and a bond is posted by the Customer for any amounts payable under this Agreement; (iii) recover all amounts due under this Agreement for services provided through the date of termination including interest (prime + 2% or such amount as allowed by law); (iv) remove any Project materials or equipment from the Property; (v) submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record; and (vi) any other legal remedies including but not limited to mechanics' liens or similar remedies.

18. TRISMARTS'S INSURANCE:

- a. Commercial General Liability Insurance (CGL). TriSMART carries commercial general liability insurance.
- b. Workers' Compensation Insurance. TriSMART carries workers' compensation insurance for all employees.
- c. TriSMART agrees to provide Customer with evidence of insurance within ten (10) days of any written request for the same made by Customer.

19. INDEMINIFICATION:

Both Customer and TriSMART shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands and liens of any kind arising out of or relating to its failure to perform its obligations under this Agreement. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud. Customer shall indemnify, defend and hold harmless TriSMART and its employees, officers, directors, agents and assigns from any and all claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, and demands of any kind arising out of or relating to its failure to notify TriSMART of any dangerous condition on the Property including but not limited conditions from damaged or weakened rafters, roofing materials, or otherwise. Neither party shall be required to indemnify the other for its own negligence, willful misconduct or fraud.

20. GOVERNING LAW:

This Agreement shall be governed by the laws of the state where the Customer's Property is located.

21. ENTIRE AGREEMENT, AMENDMENTS, AND SEVERABILITY:

This Agreement contains the Parties' entire agreement regarding the Project. There are no other agreements regarding this Agreement, either written or spoken. All exhibits referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been

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fully set forth in it. The Project which is the subject matter of this Agreement, may have been sold to you by a third party sales entity and TriSMART Solar, LLC is NOT responsible for any promises or agreements arising from or related to the Project which are not contained in this Agreement. Additionally, if you have chosen to finance your Project through a third-party lending institution, TriSMART Solar, LLC is not responsible in any way for the terms of your loan agreement, security agreement, or any other lending or financial arrangement to which TriSMART Solar, LLC is not a direct party and any questions or concerns regarding said agreements should be directed to your lending institution.

Any amendment to this Agreement must be in writing and signed by both Customer and TriSMART. Only an authorized employee of TriSMART may execute any amendment to this Agreement on behalf of TriSMART.

If any portion of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive.

22. ASSIGNMENT:

TriSMART may assign or subcontract any of its rights or obligations under this Agreement to any successor, partner or purchaser. Customer may not assign this Agreement absent the express written consent of TriSMART.

23. WAIVER:

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

24. PRIVACY/PUBLICITY:

Customer grants TriSMART the right to publicly use, display, share, and advertise the photographic images, PV System details, price and any other non-personally identifying information of Customer's PV System. TriSMART shall not knowingly release any personally identifiable information about Customer or any data associating Customer with the Property. You may opt-out of these publicity rights by giving us written notice and mailing it to: TriSMART Solar, LLC, Attention: Publicity Opt Out, 15200 E. Hardy Road, Houston, TX, 77032.

25. LIMITED WARRANTY:

PV Systems installed receive the full and original Manufacturer Warranties. Additionally, TriSMART Solar acknowledges that Implied Warranties (Workmanship and Roof Penetration) exist in almost every state and are governed as such. TriSMART Solar agrees to abide by and honor these Implied Warranties. All other warranties are contained in the "**Warranty Agreement**" attached hereto which contains Customer's power production guaranty, the warranties contained herein control the Warranty Agreement.

Workmanship Warranty: TriSMART warrants that the PV System has been designed, engineered and constructed in accordance with all applicable requirements and that it is capable of operating free of major defects in accordance with manufacturer specifications for twenty-five (25) years from the date of installation of the PV System. This warranty is solely for the benefit of the Customer and is neither transferable nor assignable to any other person or entity.

Roof Penetration Warranty: With respect to all roof penetrations, TriSMART warrants that such roof penetrations shall be free from material defects in workmanship for twenty-five (25) years from the installation

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of the PV System. This warranty is solely for the benefit of the Customer and is neither transferable nor assignable to any other person or entity.

CUSTOMER UNDERSTANDS THAT THE PV SYSTEM IS WARRANTIED UNDER THE TERMS NOTED ABOVE, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE PROJECT OR ITS INSTALLATION. UPON RECEIPT OF PAYMENT IN FULL UNDER THIS AGREEMENT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE PROJECT WILL BE TRANSFERRED DIRECTLY TO CUSTOMER. CUSTOMER UNDERSTANDS THAT TRISMART SOLAR, LLC HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

26. LIMITATION OF LIABILITY:

- A. **No Consequential Damages.** EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. WE BOTH AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

- B. **Actual Damages.** Neither party's liability to the other will exceed \$1,000,000, including without limitation, damages to your Home or Property during the performance of the Project or resulting from the Project.

EXCEPTING THE OTHER PROVISIONS UNDER THIS HEADING, TRISMART DISCLAIMS AND CUSTOMER WAIVES ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TRISMART SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS WARRANTY IF AN ALLEGED DEFECT IN ANY WORK OR EQUIPMENT WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S (FOR WHOM TRISMART IS NOT RESPONSIBLE AS PROVIDED HEREIN) MISUSE, NEGLIGENCE, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

- C. **Removal and Reinstallation.** We will remove the panels from the roof in the event that a roof repair is needed at TriSMART's then existing reasonable cost per watt associated with removal and associated with re-installation. This cost is only for the removal and reinstallation of panels and not the repair itself. If only the removal of the panels is necessary, the per watt charge is due in full up front. If panels are to be removed and reinstalled the total of cost per watt is due prior to the reinstallation of panels.

27. NOTICE REGARDING PERFORMANCE AND PAYMENT BONDS:

In some jurisdictions the owner or tenant in a home improvement contract has the right to require the contractor to have a performance and payment bond. If the Property is located in a jurisdiction where this right exists, TriSMART will use all reasonable efforts to secure a performance and payment bond when so requested by the Customer. TriSMART's inability to obtain a performance and payment bond shall not be deemed a breach of this Agreement and the other terms of this Agreement shall remain in full force and effect.

28. MOVING POLICY:

If Customer ever chooses to move from Customer's Property after the Solar PV system is installed, Customer has two options to choose from:

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- A. Customer may leave the PV System and transfer the loan (subject to any transfer or approval process required by Customer's lending institution), if any, to the new home buyer(s).
- B. Customer may pay off Customer's loan, if any, at any time using the proceeds from the sale of Customer's home.

29. ELECTRONIC COMMUNICATIONS & EXECUTION:

Electronic Communications. Notices and other communications hereunder may be sent by electronic communication (including e-mail) and Customer hereby expressly warrants and agrees that **Customer is capable of receiving notices by electronic communication and that Customer has access to and ownership of the email address and account listed on this Agreement or otherwise provided to TriSMART by Customer.** Customer agrees to accept notices and other communications to it hereunder by electronic communications pursuant to TriSMART's approved electronic communication procedures. Unless Customer specifies otherwise in writing to TriSMART, (i) notices and other communications sent by email shall be deemed received upon the sender's delivery, a return e-mail or other written acknowledgment, and if such notice, e-mail or other communication is not sent during the recipient's normal business hours, such notice, e-mail or communication shall be deemed to have been sent at the recipient's opening of business on the next Business Day.

Electronic Execution. The words "execution," "signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA, *provided that* notwithstanding anything contained herein to the contrary, TriSMART is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by TriSMART pursuant to procedures approved by it; and *provided, further*, TriSMART reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this Agreement or any other agreement, and the parties hereto agree to promptly deliver such manually executed counterpart signature pages. Without limiting the generality of the foregoing, each of the parties (i) agrees that, for all purposes, electronic images of this Agreement or any other agreement (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity, and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of this Agreement or any other agreement based solely on the lack of paper original copies of this Agreement or another agreement, including with respect to any signature pages thereto.

Customer is entitled to a completed copy of this Agreement, signed by both Customer and TriSMART, before any Project work may be started.

AGREED AND EXECUTED:

CUSTOMER PRINTED NAME: Sleeva Mahendar Reddy Allam

CUSTOMER SIGNATURE: *Sleeva Mahendar Reddy Allam*
~~fed07d1e54ef8d7d6664fd5205713da7360e6618de4~~

DATE: November 2, 2022

CUSTOMER PRINTED NAME: _____

CUSTOMER SIGNATURE: _____

DATE: _____

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[TRISMART SIGNATURE PAGE]

TRISMART SOLAR, LLC
A Texas limited liability company

By: 
D. Joe Griffin, General Counsel

DATE: 11/02/2022

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**EXHIBIT A
NOTICE OF CANCELLATION**

Subject to the requirements of Section 7, and provided you have not allowed any component of the system to be installed or any work on the Project to begin at the property, you may CANCEL this transaction, without any penalty or obligation, at any time up to seven (7) days after the signing of this Agreement.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by TriSMART of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to TriSMART and TriSMART 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 TriSMART, or if you agree to return the goods to TriSMART and fail to do so, then you may, subject to applicable law, remain liable for performance of all obligations under the Agreement.

To cancel this transaction, please email in a signed and dated copy of this Cancellation Notice, with the subject line containing the words "Notice of Cancellation" followed by your last name and address, to:

CustomerService@trismartsolar.com

I HEREBY CANCEL THIS TRANSACTION.

DATE: _____

CUSTOMER'S NAME: _____

PROPERTY ADDRESS: _____

SIGNATURE: _____

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EXHIBIT B
HOA NOTICE

We appreciate you choosing TriSMART Solar! If you live in a neighborhood which has an HOA, we may need to submit an application on your behalf to the HOA requesting approval of the PV System. Unfortunately, approval from an HOA can take some time, as they often only meet monthly or bi-weekly and members of the HOA board are volunteers. Because of this, an HOA application can take up to 45 days. However, if you live in an HOA, you are protected by state laws; an HOA cannot refuse your right to have solar installed on your home.

In light of the laws protecting your right to have solar installed on your home, TriSMART may complete the installation of your solar system prior to receiving a formal approval from your HOA. This letter is to acknowledge that you understand your rights of solar installation. If an HOA requests any modifications or changes to your solar system or requires a fee to be paid, TriSMART will comply at no additional cost to you.

Please fill out the following information so that we may expedite approval through your HOA (if you do not have an HOA please put "NA"):

Would you like TriSMART to submit all forms and applications for approval to your HOA?

- Yes (*Provide required information below)
- No (*Insert N/A in Required information below)
- I do not live in a Homeowner's Association.

Name of the HOA: Na

Phone Number: Na

Email: Na

User ID/Login: Na

Password: Na

Management Company: Preferred association

Phone Number: Na

Email: Na

Website: Na

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**EXHIBIT C
BATTERY ADDER NOTICE**

If a battery (such as the Tesla Powerwall) is indicated in the adder section of this Agreement, this Exhibit C shows you what terms apply to said battery. The manufacturer and model of the battery must be noted in the adder section of this Agreement. Batteries are not part of your PV System for warranty purposes and have no warranties outside of this Exhibit C. In some instances, batteries may not be financed or may require a separate financing agreement. Your battery comes with a limited ten (10) year warranty from the manufacturer on defects and energy capacity. TRISMART has twelve (12) months, or a reasonable time, to install your battery. We strongly encourage you to register your battery with the manufacturer and keep it connected to the internet once it is installed so that you can keep your warranty in force and receive firmware updates and upgrades from the manufacturer. We offer an additional ninety (90) day labor installation warranty on the battery from the date it is installed. For Tesla Powerwall, please visit tesla.com to find the most up to date warranty information regarding your product.

TRISMART shall not be liable (and you agree to hold TRISMART harmless) for any consequential, incidental, indirect, special, exemplary or punitive damages arising out of or related to the sale and installation of the battery, regardless of the form of action and regardless of whether TRISMART has been informed of the possibility of such damages. TRISMART's liability shall be limited to the ninety (90) day labor installation warranty and has no liability whatsoever regarding the product. Customer agrees to look solely to the manufacturer for any issues, defects, problems or the like regarding the battery and its hardware, software, firmware and any and all of its functions. Unconventional installations may require a change order and incur an additional fee beyond what is noted here.

THE FOLLOWING PAYMENTS NOTED BELOW ARE REQUIRED IN EACH SITUATION:

CASH – BATTERY ONLY	CASH – BATTERY + PV	FINANCING – BATTERY + PV
50% Upfront: _____ 50% at Install: _____	100% payment at the time your PV System is installed, even if the battery has not been installed yet.	First payment due 2 months following installation of your PV system, even if the battery has not been installed yet.

Energy Storage Systems (ESS) otherwise called home backup batteries are designed to store a fixed amount of energy for a variety of uses. The most important use to the majority of our customers is to supply back-up power to critical electric loads in the event of a power outage. The duration of off-grid battery function is dependent on the predetermined battery capacity and the rate at which the home consumes that capacity. Like any other battery system, once a home backup battery is fully discharged, it will stop functioning and need to be recharged.

It is recommended that homeowners learn to live within their means during a power outage to keep their battery operating for the most important electrical needs. Even if the battery bank is capable of running bigger electric loads such as pump motors, electric heat elements, microwaves, and AC units, it is not recommended as these would quickly drain your battery supply and leave you in the dark. Typically, if you limit your off grid use to just lighting, refrigeration, small appliances, and gas appliances, the battery system can keep you powered indefinitely through the day/night cycles where daytime solar output powers your house & charges your battery, and the energy stored carries you through the night.

Every household uses energy differently. We recommend all of our battery storage customers get a feel for their system's off-grid function prior to a grid failure event. This is very easy to simulate and observe through your energy monitoring app. This way your family can learn how to make the most of the system and have the best experience possible.

Further education on your system will be provided once it is installed, and our team is always available for any questions you have. Thank you for trusting us with your Solar + Battery Storage project. We look forward to providing you with a world class experience.

CUSTOMER NAME:	Sleeva Mahendar	CO-CUSTOMER NAME (IF ANY):	
INSTALLATION LOCATION:	431 Bluejack Wy Hutto, TX 78634	CONTRACT ID:	

Regulated by The Texas Department of Licensing and Regulation
P. O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599; Website: www.tdlr.texas.gov

1. INTRODUCTION

The Customer and any Co-Customer named above (hereinafter individually and jointly referred to as “Customer”), by signing below, are entering into this Warranty Agreement (the “Warranty Agreement”) with TriSMART Solar, LLC (“TriSMART”).

Per the terms of this Warranty Agreement (which is entered into in connection with the agreement for installation of a solar PV system and other home improvement and efficiency related work, where applicable (the “Installation Agreement”), TriSMART, or agents or contractors or subcontractors appointed by TriSMART, shall provide certain warranties for the Solar PV System (“System”) Customer is purchasing from the TriSMART (collectively, the “Services”). This Warranty Agreement begins on the date the System is connected to the electrical grid (the “Interconnection Date”) and shall end on the date which is twenty-five (25) years following said Interconnection Date or twenty-five (25) years following Customer’s first required monthly payment due date under the related third party financing agreement “Financing Agreement” (if any) Customer is entering into with the Creditor (the “Warranty Term”), whichever occurs first.

The System will be located at the location described in the Installation Agreement (the “Customer’s Property”), which shall include those items as described more fully in the Installation Agreement.

2. LIMITED WARRANTIES

A. SOLAR PV SYSTEM WARRANTY

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

B. ROOF WARRANTY

If during the installation of the System, Customer’s roof is penetrated, TriSMART warrants roof damage caused by the sole acts or omissions of TriSMART or our contractors. TriSMART warrants that such roof penetrations shall be free from material defects in workmanship for twenty-five (25) years from the installation of the System.

C. REPAIR PROMISE

During the entire Warranty Term, TriSMART, through its contractors or subcontractors, will honor the Solar PV System Warranty and will cause the repair or replacement of any defective part, material or component or correction of any defective workmanship, at no cost or expense to Customer (including all labor costs), when Customer submits a valid claim to TriSMART under this limited warranty, the Repair Promise. If our contractors damage the Customer’s Property, or Customer’s belongings, TriSMART will cause its contractors to repair the damage they cause or pay Customer for the damage as described below in Section 4. TriSMART may use new or reconditioned parts when making repairs or replacements. TriSMART may also, at no additional cost to Customer, upgrade or add to any part of the Solar PV System to ensure that it performs according to the guarantees set forth in this Warranty Agreement. Cosmetic repairs that do not involve safety or performance shall be made at TriSMART’s discretion.

D. WARRANTY LENGTH

The warranties in this Section will start on the Interconnection Date and continue through the entire Warranty Term of 25 years.

E. POWER PRODUCTION GUARANTEE

TriSMART guarantees that during the Warranty Term the System will generate the guaranteed annual kilowatt-hours (“Guaranteed Annual kWh”) in the table set forth in **Exhibit A**.

If at the end of the first thirty-six (36) month anniversary of Customer’s first required monthly payment due date under the Financing Agreement and each successive twelve (12) month anniversary thereafter the cumulative Actual Annual kilowatt-hours (defined below) generated by the System is less than the cumulative Guaranteed Annual kilowatt-hours, then TriSMART will credit Customer’s account equal to the difference between the cumulative Actual Annual kilowatt-hours and the cumulative Guaranteed Annual kilowatt-hours multiplied by the Guaranteed Energy Price per kilowatt-hour (defined below). TriSMART will credit Customer’s account within thirty (30) days of the end of the calendar year. Customer’s cumulative Actual Annual kilowatt-hour is dependent on a shading percentage of 1.9% on Customer’s Property. If this shading percentage increases, Customer’s Guaranteed Actual kilowatt-hour will be reduced proportionately. For example, if the first thirty-six (36) month period commences on October 10, 2020 and ends on October 9, 2023, and the energy the System was supposed to generate is less than the energy the System was guaranteed to generate during such thirty-six (36) month period, TriSMART will credit Customer’s account the difference between the Actual Annual kilowatt-hours and the Guaranteed Annual kilowatt-hours multiplied by the Guaranteed Energy Price per kilowatt-hour within thirty (30) days after December 31, 2023. If at the end of the first thirty-six (36) month anniversary of Customer’s first required monthly payment due date under

the Financing Agreement (if any) and each successive twelve (12) month anniversary thereafter the Actual Annual kilowatt-hours is greater than the Guaranteed Annual kilowatt-hours during any twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If Customer’s System produces more energy than the Guaranteed Annual kilowatt-hours then this additional energy is Customer’s at no additional cost.

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

“Guaranteed Energy Price per kilowatt-hour” means \$0.12 per kilowatt-hour.

THE POWER PRODUCTION GUARANTEE WILL BE NULL AND VOID IF THE CUSTOMER FAILS TO FULFILL AN OF ITS OBLIGATIONS CONTAINED IN SECTION 5 OF THIS WARRANTY AGREEMENT OR ELSEWHERE IN THIS AGREEMENT.

F. POWER MONITOR

During the Warranty Term, TriSMART will provide Customer at no additional cost our Power Monitor service (“Power Monitor”). If Customer’s System is not operating within normal ranges, the Power Monitor will alert TriSMART and TriSMART will remedy any material issues promptly. The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available then TriSMART will not be able to monitor the System to provide Customer with Customer’s power production guarantee as described in paragraph II(E) above. To continue Customer’s power production guarantee under this Warranty Agreement, Customer will be required to

provide TriSMART with annual production information from Customer's inverter; or TriSMART, in our sole discretion, will estimate annual production. In connection with such any such estimated production by TriSMART, TriSMART will make commercially reasonable methods to estimate the missing kilowatt-hours based on utility bills or other available information and such estimate will be included in the calculations under this Section II for such period. In the event that no such information is reasonably accessible, TriSMART will make the adjustment based on the original kilowatt-hours expectation attributable to such period.

G. CLAIMS PROCESS

Customer must initiate the claims process and to make a claim is required to email TriSMART with the subject line "Warranty Claim" followed by the property address, and describe the claim in detail in the body of the email so that TriSMART can begin the warranty claim evaluation and fulfillment process. All warranty claims must be sent to the following email address:

customerservice@trismartsolar.com

3. CUSTOMER TRANSFERABILITY

As described in the Installation Agreement, The warranties contained in Sections 2(A) and 2(B) are not transferable absent the express written consent of TriSMART, which may be withheld in TriSMART's sole discretion.

The warranty contained in Section 2(E) is transferable in accordance with this Section 3. TriSMART agrees that Customer may transfer the warranties contained in the Agreement one time, subject to the express written approval of TriSMART, said approval shall be in TriSMART's sole reasonable discretion, following thirty (30) days notice from Customer requesting approval, a full System inspection by TriSMART upon payment in advance by Customer of TriSMART's then existing reasonable inspection fee, and following said

inspection, payment by Customer of TriSMART's then existing reasonable warranty transfer fee, should TriSMART approve of the transfer following inspection. TriSMART shall have thirty (30) days to approve of the transfer, in the event approval has not been received within thirty (30) days, TriSMART shall be deemed to have reasonably rejected the warranty transfer request.

4. WARRANTY EXCLUSIONS

A. EXCLUSIONS AND DISCLAIMER

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

- i. Someone other than TriSMART or its approved service providers installed, removed, re-installed or repaired the System;
- ii. Destruction or damage to the System or its ability to safely produce power not caused by TriSMART or its approved service providers while servicing the System (e.g. if a tree falls on the System TriSMART will not repay Customer for power it did not produce) (see also Section 13 below);
- iii. Customer's failure to perform or breach of Customer's obligations under the Financing Agreement (e.g. Customer modifies or alters the System).
- iv. Customer's failure to perform or breach of this Warranty Agreement, including Customer being unavailable to provide access or assistance to TriSMART in diagnosing or repairing a problem, Customer's failure to maintain the System as required and in accordance with standard System maintenance guidelines including regular cleaning and inspections not

less than once per year, to check for damage, repair, and cleaning needs with regards to any mounts, modules, inverters, wires and batteries (if any).

- v. Customer's failure to provide warranty information or Customer's failure to provide assistance in obtaining any manufacturer's warranties;
- vi. Any Force Majeure Event (as defined in Section 9 below);
- vii. Shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- viii. Any System failure or lost of production not caused by a defect to the System (e.g. the System is not producing power because it has been removed to make roof repairs or Customer required TriSMART to locate the inverter in a non-shaded area etc.);
- ix. Theft of the System (e.g. if the System is stolen, TriSMART will not repay Customer for the power it did not produce) (see also Section 13 below);
- x. A power or voltage surge caused by someone other than TriSMART, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment; and
- xi. A change in usage of the Customer's Property or any buildings at or near Customer's Property that may affect insolation without TriSMART's prior written approval.

This Limited Warranty gives Customer specific legal rights, which are limited to those granted under the laws of the State of Texas.

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

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

5. CUSTOMER ADDITIONAL OBLIGATIONS

A. GRANT OF ACCESS

Customer grants TriSMART and its employees, agents and contractors the right to reasonably access all of Customer's Property as necessary for the purposes of compliance with the terms and conditions of this Warranty Agreement.

B. REPAIRS

If Customer wants to make any repairs or improvements to Customer's Property that could interfere with the System, Customer may only remove and replace the System pursuant to Section 7 of this Warranty Agreement.

C. CUSTOMER PROMISES

During the Warranty Term Customer agrees:

- i. To use the System carefully, keep it in good repair, and use reasonable efforts to avoid damage to the System;
- ii. Follow all safety warnings and installation and operation instructions included in the documentation provided to Customer for the System;
- iii. To have the System repaired only pursuant to this Warranty Agreement and reasonably cooperate when repairs are being made;
- iv. To perform Customer's obligations under this Warranty Agreement and not take or fail to take any action that would cause this Warranty Agreement to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, monitoring or other services available under this Warranty Agreement, or disqualify or void any equipment or manufacturer's warranty applicable to any component of the System;
- v. To keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when TriSMART installed it;
- vi. To keep the panels and modules clean, and protect the System from animals and infestation;
- vii. To not modify Customer's Property in a way that shades the System;
- viii. To be responsible for any conditions at Customer's Property that affect the installation and operation of the System (e.g. not blocking access to the roof or removing a tree that is in the way);
- ix. To be responsible for the structural integrity of Customer's Property where the System is installed, including structural or electrical modifications necessary to prepare Customer's Property and roof for the System. Customer agrees that TriSMART is not responsible for any known or unknown property conditions;
- x. To not remove any markings or identification tags on the System;
- xi. To permit TriSMART, after TriSMART gives Customer reasonable notice, to inspect the System for proper operation as TriSMART reasonably determines is necessary;
- xii. To use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- xiii. To not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Customer's Property;
- xiv. To not use the System for any unlawful purpose;
- xv. To notify TriSMART if Customer thinks the System is damaged, appears unsafe or is stolen, and prior to changing Customer's power supplier;
- xvi. To obtain TriSMART's written permission before making changes to the System;
- xvii. To not sell, transfer, or lease the System except as permitted under the Financing Agreement, or use it as security for a loan from another creditor;
- xviii. Not to allow any other security interest or lien, other than that permitted under the Financing Agreement, to attach to the System, whether by Customer's actions, inactions, or operation of law;
- xix. To give TriSMART written notice of any third party's claim to the System (including any part of the System) or any third party's attempt to repossess, foreclose on, or sell the

System (including any part of the System), promptly after Customer first discovers or has reason to suspect such a third party claim or attempt;

- xx. To permit TriSMART access to data regarding Customer's energy consumption from Customer's electric use or from electronic usage data storage sites and execute a third-party access agreement for this purpose where required;
- xxi. To return any documents sent to Customer by TriSMART for signature (like incentive claim forms) within five (5) business days of receiving them; and
- xxii. To procure and maintain adequate insurance coverage for the System. Customer may obtain this insurance from anyone Customer wants.

6. TRISMART'S STANDARDS

For the purpose of this Warranty Agreement the standards for TriSMART's performance will be:

(a) Reasonable professional standards of performance within the residential solar photovoltaic power system installation industry in the market applicable to the System location; and

(b) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

7. SYSTEM REPAIRS OR REMOVAL

A. REPAIRS OR REMOVAL

Customer agrees that if (a) the System needs any repairs that are not covered by

the warranties contained in this Warranty Agreement, or (b) the System needs to be removed and reinstalled to facilitate remodeling of Customer's Property, that Customer must contact TriSMART to schedule these repairs, removals, or reinstallations, and to pay to TriSMART its then existing reasonable price per watt for removal and reinstallation and reasonable repair costs and service fees.

B. SERVICE CALLS

Customer's first service call during the Warranty Term will be at no charge. Any Service calls thereafter during the Warranty Term will be charged to Customer at TriSMART's then existing trip charge fee, which is currently \$150.00.

8. INFORMATION AND DATA

Customer agrees that TriSMART, or agents or contractors or subcontractors appointed by TriSMART, are entitled to collect and retain information and data regarding the System including but not limited to data and equipment performance, and that TriSMART is entitled to share such information with TriSMART. Customer understands and agrees that TriSMART owns all information and data regarding the System that is collected.

9. FORCE MAJEURE

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

- a. TriSMART, as soon as is reasonably practical, gives Customer reasonable notice (in the form and fashion chosen by TriSMART in their sole reasonable discretion) describing the Force Majeure Event;
- b. TriSMART's suspension of its obligations is of no greater scope and of no longer duration than is

required by the Force Majeure Event (i.e. when a Force Majeure Event is over, TriSMART will make repairs); and

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

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

10. LIMITATIONS ON LIABILITY

A. NO CONSEQUENTIAL DAMAGES

CUSTOMER MAY ONLY RECOVER DIRECT DAMAGES PURSUANT TO

SECTION 2, SUBJECT TO 4, UNDER THIS WARRANTY AGREEMENT, AND IN NO EVENT SHALL TRISMART OR ITS AGENTS OR CONTRACTORS BE LIABLE TO CUSTOMER OR CUSTOMER’S ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

B. LIMITATION OF DURATION OF IMPLIED WARRANTIES

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

C. LIMIT OF LIABILITY

Notwithstanding any other provision of this Warranty Agreement to the contrary, Customer understands and agrees that TriSMART’s total liability arising out of or relating to this Warranty Agreement shall in no event exceed five hundred thousand dollars (\$500,000).

11. NOTICES

A. TO TRISMART

All notices under this Warranty Agreement shall be made to TriSMART at the address in this Warranty Agreement or any subsequent addresses provided to Customer by TriSMART. Email notices are approved and shall be sent to

customerservice@trismartsolar.com and must contain the subject line “Warranty Agreement Notice” and identify the name and address of the customer and property, as well as the detailed concern or notice item, to be considered effective.

B. TO CUSTOMER

All notices under this Warranty Agreement shall be made to Customer at the address in this Warranty Agreement, or any subsequent address Customer gives TriSMART for this Warranty Agreement, through the customer portal, at the email address provided with the Installation Agreement, or via text message at the phone number given by Customer to TriSMART in connection with the Installation Agreement.

12. ASSIGNMENT & TRANSFER BY TRISMART

TriSMART may assign its rights or obligations under this Warranty Agreement to a third party without Customer’s consent, provided that any assignment of TriSMART’s obligations under this Warranty Agreement shall be to a party professionally and financially qualified to perform such obligation. This Warranty Agreement protects only the person who owns the System. Customer’s rights and obligations under this Warranty Agreement will be automatically transferred to any person who purchases or otherwise acquires the System from Customer, to the extent allowed under the Financing Agreement (if any) and further provided that Customer has followed the process described in Section 3 of this Warranty Agreement.

13. EARLY TERMINATION

Notwithstanding any other provision of is Warranty Agreement, this Warranty Agreement shall automatically terminate if the System is completely destroyed, stolen and not recovered within ten (10) days, or damaged beyond repair as the direct result

of an accident, natural disaster, act of God, or similar catastrophic event that is not caused, not materially aggravated, or not substantially worsened by the negligence or willful misconduct of Customer, or Customer’s agents, contractors (other than TriSMART), or representatives (a “Total Loss” of the System).

14. ARBITRATION

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

Customer and TriSMART agree that any dispute, claim or disagreement between Customer and TriSMART shall be resolved exclusively by arbitration except as specifically provided below.

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

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

select another recognized arbitration administrator which can offer a location for arbitration that is close to Customer's Property.

If Customer initiates the arbitration, Customer will be required to pay the first \$500.00 of any filing fee. TriSMART will pay any filing fees in excess of \$500.00. If TriSMART initiates the arbitration, TriSMART will pay all of the filing fees. Customer and TriSMART will each bear all of their respective attorney's fees, witness fees, and costs unless the arbitrator decides otherwise. All other fees (besides the filing fees), included arbitrator fees and costs shall be split equally between the parties.

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

Only disputes involving Customer and TriSMART may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the dispute. If Customer and TriSMART arbitrate a dispute, none of Customer's or TriSMART's agents or representatives, may pursue the dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such dispute be pursued on Customer's or our behalf in any litigation in any court except as specifically provided below. This

means that the arbitration may not address disputes involving other persons with disputes similar to the disputes between Customer and TriSMART. If any part of this paragraph or this Section 14 is found to be unenforceable by an arbitrator or a court having jurisdiction over a dispute between Customer and TriSMART, then this entire Section 14 (except for this sentence and the following sentence) shall be automatically inapplicable to that dispute. **EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, CUSTOMER AND TRISMART EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING CUSTOMER AND TRISMART AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.**

BECAUSE CUSTOMER AND TRISMART HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION 14, CUSTOMER AND TRISMART WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CONSUMER ARBITRATION RULES. FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT CUSTOMER OR TRISMART WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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

15. GOVERNING LAW

The laws of the State of Texas shall govern this Warranty Agreement.

16. SEVERABILITY

If any provision of this Warranty Agreement is determined to be unenforceable or invalid, the remaining provisions shall be enforced in accordance with their terms or will be interpreted or re-written so as to make them enforceable.

17. RESPONSIBLE PERSONS

Each person who signs this Warranty Agreement as a Customer will be individually and jointly responsible for all obligations of the Customer under this Warranty Agreement. This means TriSMART can enforce our rights against any one Customer individually or against some or all of the Customers together for any obligations of the Customer under this

Warranty Agreement. TriSMART may release any Customer and any remaining Customer will still be required to fulfill all obligations of the Customer under this Warranty Agreement. TriSMART may release our security interest in the System without affecting the obligation of any Customer under this Warranty Agreement. This Warranty Agreement shall be binding upon each of Customer's heirs and legal representatives and TriSMART may enforce this Warranty Agreement against Customer's heirs or legal representatives.

18. RIGHT TO CANCEL

Customer is voluntarily entering into this Warranty Agreement and can cancel it within seven (7) calendar days if Customer so chooses.

19. DEFAULT

Customer will be in default if Customer commits fraud, fails to keep any other promise in this Warranty Agreement, breaches any obligation under this Warranty Agreement or the Installation Agreement, or makes any false or misleading representation under this Warranty Agreement, the Installation Agreement or on the application relating to this Warranty Agreement. If Customer is in default the limited warranties provided for in this Warranty Agreement are void.

A default under Financing Agreement (if any) shall be deemed to also be in default under this Warranty Agreement.

[WARRANTY AGREEMENT SIGNATURE PAGE]

AGREED AND EXECUTED:

CUSTOMER PRINTED NAME: Sleeva Mahendar

CUSTOMER SIGNATURE: *Sleeva Mahendar Reddy Allam*
fcd07d1654ef8d7d6664fd5205713da7360e6618de4

DATE: November 2, 2022

CUSTOMER PRINTED NAME: _____

CUSTOMER SIGNATURE: _____

DATE: _____

TRISMART SOLAR, LLC

A Texas limited liability company

By: 
D. Joe Griffin, General Counsel

DATE: 11/02/2022

WARRANTY AGREEMENT
EXHIBIT A - POWER PRODUCTION GUARANTY

YEAR:	GUARANTEED PRODUCTION
1	11,206
2	11,150
3	11,094
4	11,039
5	10,983
6	10,929
7	10,874
8	10,820
9	10,765
10	10,712
11	10,658
12	10,605
13	10,552
14	10,499
15	10,446
16	10,394
17	10,342
18	10,291
19	10,239
20	10,188
21	10,137
22	10,086
23	10,036
24	9,986
25	9,936
TOTAL:	263,966

Envelope Report

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Document	Signer	Signer ID	IP Address	Timestamp
TriSMART - Install Agreement - v5	Sleeva Mahendar Reddy Allam mahendar9395@outlook.com	fcc07d1654ef8d7d6664fd5205713da7360e6618de49ae0c2f09cb55466bd654	192.63.72.41	2022-11-02T22:03:15.885Z
TriSMART Production Guarantee v3	Sleeva Mahendar Reddy Allam mahendar9395@outlook.com	fcc07d1654ef8d7d6664fd5205713da7360e6618de49ae0c2f09cb55466bd654	192.63.72.41	2022-11-02T22:04:16.219Z