



HOME IMPROVEMENT CONTRACT – RESIDENTIAL SOLAR SYSTEM INSTALLATION

CUSTOMER INFORMATION			INSTALLATION LOCATION		
Homeowner Name: Susan Houston			Address: 12451 Garrett Creek		
Spouse or Co-Owner Name: N/A			City: San Antonio	State: TX	Zip: 78254
Address: 12451 Garrett Creek			Location on Property: Roof		
City: San Antonio	State: TX	Zip: 78254	SYSTEM INFORMATION		
Phone: (208) 613-0543			PV System Size: 7.6 kW		
Email: susanhouston1959@gmail.com			Estimated 1st Year Production: 9,524 kWh		

This Home Improvement Contract ("Agreement") is entered into on 11/12/2022 ("Agreement Date") by ADT Solar, LLC (f/k/a Marc Jones Construction, LLC and Sunpro), ("ADT Solar," "us" or "we") and the customer(s) listed above ("Customer" or "you") (ADT Solar and the Customer may be referred to together as the "Parties") for the sale and installation of the photovoltaic solar system ("PV System") described below, and if applicable, energy storage device ("Battery"), (collectively, the "System") at the Installation Location listed above ("Property") upon the terms and conditions set forth in this Agreement, including attachments, all of which are incorporated into this Agreement. **You are entitled to a completed copy of this Agreement signed by both you and ADT Solar before any work begins.** The Agreement Date above is the date on which the last party signed this Agreement. Please read the entire Agreement and ask any questions you may have.

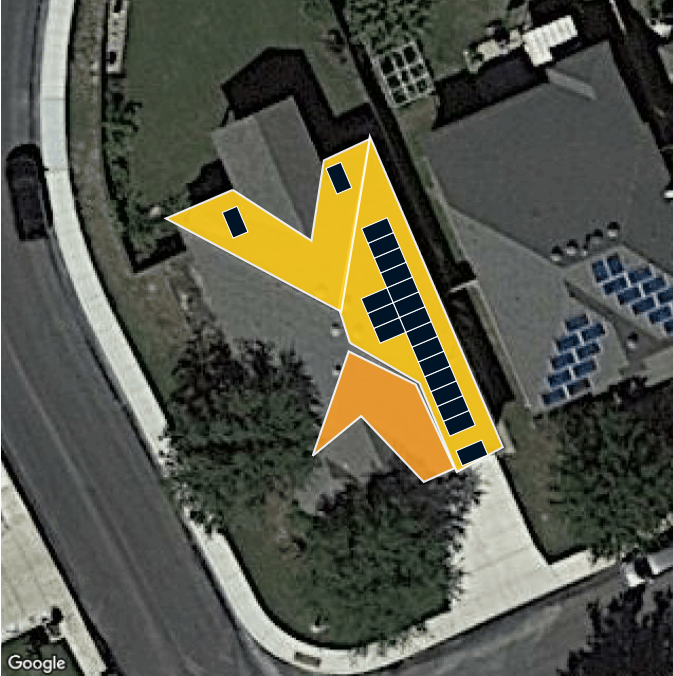
1. CONTRACT PRICE

The contract price (the "Contract Price") is \$31199, consisting of \$31,199 for your PV System which includes the cost of Additional Work (as defined below), \$799 for an electrical upgrade (See section 2.3 below), N/A for trenching, N/A for your Battery, N/A for your re-roofing and N/A for your insulation, including sales tax, if applicable. The Contract Price is subject to any change orders agreed to in writing by both you and ADT Solar. You agree to assign the CPS rebate to ADT Solar. After assigning the CPS rebate in the amount of \$2500 to ADT Solar, the net Contract Price to you ("Net Contract Price") is \$ 28,699.

2. SCOPE OF WORK

2.1. Description of the System and Estimated Description of Significant Materials to be Used and Equipment to be Installed (the "Materials"):

SITE DESIGN



Note: This design is subject to redesigns due to unforeseen obstructions, size restrictions, or other reasons. Any change to this design will be approved by the homeowner.

PV System Size: 7.6 kW

Inverter: 20, Enphase IQ 8+

Solar Panels: 20, Silfab 380, 380W

Battery: None

Customer Initials:

SH

N/A

Re-Roofing: If you have selected to include re-roofing as part of this project, the Scope of Work will include the following – Re-roof entire roof, remove and haul away existing roof materials. See Roofing Addendum for details, terms, & conditions.

Insulation: If you have selected to include insulation as part of this project, the Scope of Work will include the following – Adding blown-in fiberglass insulation to an aggregate total of 13.25 inches (R-38 equivalent) which may include existing insulation levels. Ventilation baffles will be installed as needed to maintain airflow. See Energypro Premiere Home Energy Efficiency Upgrade Addendum for details, terms, & conditions.

2.2. Work to be Performed & Standard Components

Our work (the “Work”) under this Agreement: design the System, secure basic building and electrical permits as needed (“Permits”), install the System on the Property, perform any Additional Work listed below, cleanup and remove debris and materials, complete and submit utility interconnection documents, coordinate building, electrical, and utility inspections required for operation of the System. No other work is included unless expressly stated elsewhere in this Agreement.

Standard components (“Components”) used in the Work include a production monitor, racking and mounting components, wiring, and conduit.



- 2.3. Additional Work: Additional materials and extra work required before we can begin installing your System, and that we will perform for a fee, which is included in the Contract Price ("Additional Work"):

Main Breaker Swap: \$799

- 2.4. Customer Preparations: Additional materials and extra work required to prepare your Property for the System, and which you must complete at your expense prior to us beginning our Work ("Customer Preparations"):

N/A

3. PAYMENT TERMS

- 3.1. This Agreement ☒ IS ☐ IS NOT contingent on you obtaining approval for financing by a third-party lender.

- 3.2. FINANCED PURCHASES: If you are paying a portion of the Contract Price in cash and financing the remainder, \$2,500 of the Contract Price will be paid in cash, and \$28,699 will be financed through a third-party lender. The Contract Price only includes the amount we charge for the System and the Work. If you obtain financing from a third-party, your agreement with your lender will determine the total amount you owe to them and your payment schedule, and may include interest, fees, finance charges, ACH fees, UCC removal and refiling fees, or other charges. This Agreement does not contain the terms of your financing agreement with your lender. If both Parties agree to ADT Solar performing Work, you will be responsible for payment of the Contract Price and your other obligations in this Agreement even if you do not secure financing. You are not required to use any particular lender to finance any or all of the Contract Price. ADT Solar is not affiliated with any lender and does not arrange or broker loans. If you choose to finance the Contract Price, carefully read any agreements and disclosure forms provided by your lender. If you have any questions about your financing agreement, contact your lender before signing a contract.

- 3.3. CASH PURCHASES: If you are purchasing the System with cash, ADT Solar requires a down payment and progress payments according to the schedule below.

Deposit (30%):	\$ <u>N/A</u>	- Due upon signing of this Agreement
1 st Installment (60%):	\$ <u>N/A</u>	- Due at the commencement of installation
Final Payment (10%):	\$ <u>N/A</u>	- Due upon completion of installation and passing of utility and/or local authority inspection, as applicable, but <u>before interconnecting with your utility</u>



Late Payment: If ADT Solar does not receive any of the above payments within ten (10) days of their due date, ADT Solar may charge you a late fee equal to the lesser of (i) one-and-a-half percent (1.5%) per month on the amount past due, or (ii) the maximum amount permitted under applicable law. This late fee is not an interest charge, finance charge, time-price differential, or other charge of a similar nature.

- 3.4. Payment of Taxes: You acknowledge and agree that you are responsible for paying any applicable personal property or ad valorem taxes on your System.

4. **INSTALLATION TIMELINE**

- 4.1. ADT Solar will install the System within a reasonable amount of time after you sign this Agreement. We will schedule the installation of your System at a mutually agreeable time and date.
- 4.2. Approximate Start Date: 30-60 days from the Agreement Date.
- 4.3. Approximate Completion Date: 30-120 days from the Agreement Date, subject to permissible delays as defined in this Agreement.
- 4.4. The above Installation Timeline is an estimate and may be adjusted as provided in this Agreement, including for delays due to late payments, Customer Preparations, undisclosed, unforeseen, subsequently arising conditions, additional work required to make the Property suitable for the System, or delays caused by local permitting authorities, homeowners' associations, or other third parties. ADT Solar will be deemed to have started work under this Agreement on the date the first Permit is applied for. After your System installation is complete, additional time will be required for your utility to approve and connect your System to the electrical grid.

5. **WARRANTIES; TERMS AND CONDITIONS**

Additional terms and conditions are contained in Attachment 1, and warranties are contained in Attachment 2.

6. **DISPUTE RESOLUTION; MEDIATION; ARBITRATION; CLASS ACTION WAIVER**

THIS SECTION GOVERNS ANY DISPUTE BETWEEN YOU AND ADT SOLAR. PLEASE READ IT CAREFULLY.

- 6.1. Good Faith Efforts. The Parties agree to make a good faith effort to resolve any dispute informally. If you have any concerns, please contact ADT Solar's customer service department at 1-866-508-1890 or support@gosunpro.com with a detailed statement of your concern. If the Parties cannot reach a resolution within 45 days after you notify ADT Solar of the dispute, either party may commence a formal proceeding pursuant to the process detailed below. For any property, installation, or performance concerns, or to perform any work as may be required by applicable law, you must allow us access to inspect the System and, to the extent helpful, the Property or any other property, data, information, or materials related to the matter.
- 6.2. **ARBITRATION:** If the Parties are unable to resolve a dispute informally, you and ADT Solar agree that any dispute arising out of or relating to any aspect of the relationship between you and ADT Solar will be resolved exclusively by arbitration except as specifically provided below. The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules and Mediation Procedures, as supplemented by the Consumer Due Process Protocol (collectively, the "AAA Rules"), rather than in a court before a judge or jury.



The location of the arbitration shall be the AAA office closest to the Property unless otherwise agreed to by the Parties, and the arbitration shall be administered by a single neutral arbitrator. The Parties may pursue all claims and remedies available under this Agreement in the arbitration. This agreement to arbitrate all disputes includes claims arising before this Agreement, such as claims related to statements about our products and services. You and ADT Solar grant the arbitrator the exclusive authority to resolve any dispute related to the interpretation, applicability, or enforceability of these terms or formation of this Agreement, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable. The arbitrator has authority to allocate all or part of the costs of the arbitration, including the fees of the arbitrator, filings fees, expert witness fees, costs, expenses, and attorneys' fees to the prevailing party. Attorneys' fees awarded to ADT Solar for collection of any amounts due shall not exceed 20% of the amounts awarded to ADT Solar. The arbitrator's decision will be final and may be entered and enforced in any court having jurisdiction.

- 6.3. The arbitrator shall have the authority to award any legal or equitable relief that a court could order or grant under this Agreement. HOWEVER, THE ARBITRATOR WILL NOT HAVE AUTHORITY TO MAKE ANY RULING OR AWARD APPLICABLE TO ANY CLAIMANT OTHER THAN YOU OR ANY TRANSACTION OTHER THAN YOURS. ADT SOLAR AND YOU FURTHER AGREE THAT ALL CLAIMS AND DISPUTES WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS, AND THE PARTIES WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION ("CLASS ACTION WAIVER"). THE ARBITRATOR HAS NO AUTHORITY TO CONSIDER OR RESOLVE ANY CLAIM OR DISPUTE, OR ISSUE ANY RELIEF ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS, UNLESS THE ARBITRATOR OBTAINS EXPRESS CONSENT FROM ALL PARTIES. YOU MAY ALSO BRING INDIVIDUAL DISPUTES IN SMALL CLAIMS COURT. NOTWITHSTANDING THIS PROVISION, IF A COURT OF COMPETENT JURISDICTION FINALLY DETERMINES THE CLASS ACTION WAIVER TO BE INVALID, OR UNENFORCEABLE, THEN YOU AND ADT SOLAR AGREE THAT SUCH WAIVER SHALL NOT BE SEVERED AND THAT THIS ARBITRATION AGREEMENT SHALL BE VOID IN ITS ENTIRETY WITHOUT EFFECT ON THE REMAINDER OF THIS AGREEMENT.
- 6.4. YOU AND ADT SOLAR AGREE THAT THIS AGREEMENT TO ARBITRATE DOES NOT APPLY TO ANY CLAIM WHERE THE AMOUNT IN CONTROVERSY IS LESS THAN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE JURISDICTION WHERE YOU RESIDE, PROVIDED, HOWEVER, THAT YOU AND ADT SOLAR AGREE THAT ANY SUCH CLAIMS MAY BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION.
- 6.5. **YOU HEREBY ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO BRING AN ACTION IN COURT OTHER THAN CLAIMS BROUGHT IN SMALL CLAIMS COURT, AND YOU ARE AGREEING TO ARBITRATE ON AN INDIVIDUAL BASIS AND NOT AS PART OF A CLASS.**

You can obtain more information about arbitration and the AAA Rules online at www.adr.org or or by calling 1-800-778-7879 or any AAA office.

Signature:

Customer: Susan Houston - Accepted

Spouse/Co-Owner: N/A - Accepted

7. **Addresses for Notices:** Any notices provided to Customer under this Agreement shall be sent to the Mailing Address or the Customer's email address indicated at the top of this Agreement. Any notices to ADT Solar under this Agreement shall be sent to: ADT Solar, LLC, ATTN: Customer Service, 128 Northpark Blvd, Covington, LA 70433.



8. **Severability:** In case any one or more of the provisions, or portions of a provision contained in this Agreement or any other documents referred to herein or executed in connection with this Agreement or otherwise, should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and therein shall not in any way be affected thereby. It is the Parties' intention that if any such provision, or portion thereof, is held to be illegal, invalid, or unenforceable, this Agreement shall be modified to affect the original intent of the Parties as closely as possible to be legal, valid, and enforceable.

9. **ADT SOLAR'S 25-YEAR POWER PRODUCTION GUARANTEE ("PPG")**

9.1. ADT Solar provides you an industry-leading Power Production Guarantee to ensure your PV System performs as expected.

9.2. Based on the Site Design above, your PV System is estimated to produce 9,524 kWh (the "Estimated 1st Year Production") in the first 12 months following the date on which your System is fully activated (the "Operational Date") and is estimated to produce 228,912 kWh over the first 25 years following the Operational Date (the "PPG Term") according to the following schedule:

PPG Year	Estimated Annual Production	PPG Year	Estimated Annual Production
Year 1	9,525 kWh	Year 14	9,124 kWh
Year 2	9,493 kWh	Year 15	9,094 kWh
Year 3	9,462 kWh	Year 16	9,064 kWh
Year 4	9,431 kWh	Year 17	9,034 kWh
Year 5	9,400 kWh	Year 18	9,004 kWh
Year 6	9,369 kWh	Year 19	8,975 kWh
Year 7	9,338 kWh	Year 20	8,945 kWh
Year 8	9,307 kWh	Year 21	8,915 kWh
Year 9	9,276 kWh	Year 22	8,886 kWh
Year 10	9,246 kWh	Year 23	8,857 kWh
Year 11	9,215 kWh	Year 24	8,828 kWh
Year 12	9,185 kWh	Year 25	8,798 kWh
Year 13	9,154 kWh		



- 9.3. For each "PPG Year," shown above, ADT Solar guarantees that the PV System will generate at least 95% of the Estimated Annual Production for that PPG Year (the "Guaranteed Annual Production"). This schedule assumes a degradation rate of 0.33% per year.
 - 9.4. If the PV System does not produce the Guaranteed Annual Production for any PPG Year, and you notify us of your request for a review within 1 year of the end of that PPG Year, ADT Solar will pay you \$0.10 per kWh ("PPG Rate") of the difference between your System's Actual Production and the Guaranteed Annual Production for that PPG Year.
 - 9.5. "Actual Production" means the amount of electricity produced by your System. To calculate the Actual Production, we will use the data provided by the monitoring system installed with your System or if such data is not available, we will estimate the Actual Production by commercially reasonable methods.
 - 9.6. For example, if your Guaranteed Annual Production for a PPG Year is 10,000 kWh, but your Actual Production for that PPG Year is only 9,000 kWh, we would multiply the difference (1,000 kWh) by your PPG Rate (\$0.10/kWh), which equals \$100.
 - 9.7. Your Estimated 1st Year Production, Guaranteed Annual Production, and this PPG are based on the Site Design above. If there are any adjustments to your Site Design pursuant to a written change order, your Estimated 1st Year Production, Guaranteed Annual Production, and this PPG shall be automatically adjusted according to the final installed System design. See Section 11 below for more details. This PPG is also subject to the additional terms and conditions contained in Attachment 2.
 - 9.8. Overproduction. ADT Solar does not charge you for any energy your System generates in excess of the Guaranteed Annual Production, and any such overproduction will be credited against future underproduction.
10. **Note About Extra Work and Change Orders:** Extra Work and Change Orders become part of the Agreement once the change order is prepared in writing and signed by the Parties prior to the commencement of work covered by the new change order. The change 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 schedule of progress payments or the completion date. You may not require ADT Solar to perform extra or change order work without providing written authorization prior to the commencement of work covered by the new change order. ADT Solar's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed upon legal or equitable remedies designed to prevent unjust enrichment.
11. **Site Designs & Revisions:** The Materials, Components, Estimated 1st Year Production, and PPG are estimates based on the preliminary Site Design of your System contained in Section 2.1 above. ADT Solar may perform additional reviews of the Site Design, including site visits to the Property to verify feasibility of the System design. You will have the opportunity to review and approve any revision to the Site Design (each revision, a "Revised Site Design").

Revised Site Designs that do not require a change order: Revised Site Designs that meet all of the following criteria will not require the Parties to execute a change order: (a) no change in the Contract Price, and (b) no change in the Materials provided or Work performed, and (c) do not result in a reduction of the Guaranteed Annual Production by more than 10%. However, in the event a Revised Site Design results in a reduced Guaranteed Annual Production and a change order is not executed along with the Revised Site Design, the PPG will not be reduced; it will remain the same as with the last approved Site Design. You will have 5 business days



from your receipt of a Revised Site Design to request any changes; otherwise you will be deemed to have approved it. We may begin installation of your System if you have given your written, deemed, or verbal approval of any Revised Site Design, including verbal approvals given on the day of or within 5 days prior to the installation date.

Revised Site Designs that will require a change order: Revised Site Designs that do not meet all of the criteria above must be accompanied by a written change order, signed by both you and ADT Solar, before we will proceed with any further Work. The change order may result in an adjustment to the Contract Price. The Estimated 1st Year Production, Guaranteed Annual Production, and PPG will be automatically adjusted to match the Revised Site Design and change order. If you request a Revised Site Design after ADT Solar has requested, applied for, or received permits or other authorizations based on an approved or deemed approved Site Design, you will be responsible and separately invoiced for any costs associated with requests or applications for new or revised permits or other authorizations caused by the Revised Site Design.

12. **Governing Law and Venue:** This Agreement shall be governed by the law of the state in which the Property is located, and venue shall be the county/parish where the Property is located, *except that* the arbitration clause in Section 6 above shall be governed by the Federal Arbitration Act.
13. **Notice of Right to Cancel:** You have the right to cancel this Agreement any time within 3 business days after the Agreement Date or, if you are 65 years of age or older, you may cancel this Agreement within 15 business days after the Agreement Date. Please review the attached notice of cancellation forms for an explanation of your right to cancel.
14. **No Tax Advice:** ADT Solar makes no representation about and takes no position on the tax consequences of this Agreement, the Work, or the System. A dispute regarding the tax implications of this Agreement or the System shall not affect the validity of the Agreement. For more information, see Attachment 5 - Homeowner's Guide to the Federal Solar Tax Credit.
15. **Entire Agreement:** 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.
16. **Successors:** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, purchasers, and representatives.

LIST OF DOCUMENTS ATTACHED AND INCORPORATED INTO THIS AGREEMENT

Attachment 1 – Terms & Conditions

Attachment 2 – Limited Warranties and Additional Terms & Conditions for the PPG and Batteries

Attachment 3 – Notice of Cancellation Forms

Attachment 4 – Legal Notices

Attachment 5 – Homeowner's Guide to the Federal Solar Tax Credit

Attachment 6 – SEIA Solar Purchase Disclosure



NOTICE TO CUSTOMER: **Do not sign this Agreement if blank.** You are entitled to a copy of the Agreement at the time you sign. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day (or fifteenth business day if you are 65 years of age or older) after the date of this transaction. See the attached notice of cancellation form for explanation of this right.

Customer:

Signature: _____

DocuSigned by:

Handwritten signature of Susan Houston in blue ink.

3982B666926E479...

Name: _____ Susan Houston

Date: _____ 11/12/2022

Contractor:**ADT Solar, LLC**

Signature: _____

DocuSigned by:

Handwritten signature of Genaro Fernandez in blue ink.

153A3178484E4AA...

Name: _____ Genaro Fernandez

Title: _____ Solar Energy Specialist

Date: _____ 11/12/2022

ADT Solar, LLC
ATTN: Customer Service
128 Northpark Blvd
Covington, LA 70433



Attachment 1

Terms & Conditions

The Parties agree these Terms & Conditions are incorporated into the Agreement as though they were set forth fully therein. Capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Agreement.

1. Permits & Authorizations: ADT Solar will obtain any necessary basic building and electrical Permits at ADT Solar's cost. Customer is responsible for obtaining any other permits or authorizations, including homeowners' associations and planning, zoning, architectural, or historical preservation commissions. ADT Solar is not responsible for any delays caused by permitting authorities, utilities, or regulators. Any deadlines, including those in the Installation Timeline, shall be automatically extended to compensate for any delays caused by permitting authorities, utilities, regulators, or other third parties not reasonably within our control.
2. Property Conditions: You are responsible for the structural integrity of the Installation Location, including structural or electrical modifications necessary to prepare your Property for the System, and including any Customer Preparations. ADT Solar is not obligated to begin or continue any Work if Customer Preparations are not complete or if Property conditions are not suitable for performing the Work. You agree that ADT Solar is not responsible for any known or unknown Property conditions. The Contract Price assumes that existing roofing materials (except to the extent that the Contract Price includes re-roofing) and structural supports will be adequate to carry the load of all equipment to be installed and work to be done under this Agreement. If any modification of roofing materials and/or reinforcement of existing structural supports is required and is not otherwise specifically stated and charged for in the Agreement, ADT Solar will be entitled to a change order providing an increase to the Contract Price and an extension of the Installation Timeline. Roofing leaks or compromised roof decking/materials that are not identified during the design phase may become apparent during installation. If these conditions are discovered, we will notify you to discuss the issue. ADT Solar will not have any obligation to make any repairs or perform any work necessary to make the Property feasible for installation of the System unless included in the Additional Work above or as executed in a mutually agreeable change order.
3. Existing Electrical Conditions: ADT Solar is not responsible for and bears no liability for the malfunctioning of existing electrical equipment at the Property, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices. You will provide 110-volt electrical power from the existing distribution system on the Property for hand-held portable power tools at no cost to ADT Solar.
4. Exclusions from Scope of Work: Unless otherwise specifically stated in the Agreement, the Work to be performed by ADT Solar specifically excludes installation of critter guards; roof repair or support; trenching; removal or disposal of hazardous waste not placed there by us; removal or replacement of rotted, rusted, or insect-infested structures; correcting errors by Customer or other contractors not under our control; tree trimming, removal, or relocation; trimming of landscape materials; structural, cosmetic, or electrical work; and relocation or installation of water, gas, sewer, electric, or communication lines.



5. Net Metering & Utility Cost Savings: ADT Solar provides you with a 25-Year Power Production Guarantee in Section 9 of the Agreement. Net savings may vary based on home location, home age and construction, system size, incentive and rebate programs, net metering policies, your changing energy consumption, utility rates, and fuel costs. Net metering and other utility or solar policies may change at any time. You are responsible for knowing and understanding the net metering, avoided cost, or other programs offered by your utility regarding excess electricity generated by your System. **We design our systems to save money over the long term and to offset all or most of your current electricity consumption, and we guarantee the System's production for 25 years through the PPG. However, ADT Solar does not guarantee savings or that your utility bill will be reduced to \$0.00.**

Agreed and accepted by: SH
N/A (Customer Initials)

6. Customer Responsibilities: Customer shall take all reasonable measures to prevent overshadowing or other interference with the operation and production of the System. Customer must also provide a safe worksite with access to electrical power and water. Customer shall assist ADT Solar in responding to requests for information from any permit-issuing authority, any government body, or agency or as otherwise needed to perform the Work, and any requests by any third-party finance company.

7. Batteries: **Any Battery incorporated into the System is intended to draw 100% of its charge from the PV System. It is not intended to discharge electricity back to the utility grid. The Battery can provide backup power only to a selected set of essential circuits and may not power your entire Property.** Loads powered by the Battery, and the length of time the loads can be powered, are dependent upon the charge of the Battery at the time of a grid outage, the

maximum discharge rate of the inverter, and the Battery discharge settings as determined by the Customer. Customer will need to self-manage their consumption patterns and load for both back-up and self-consumption applications.

Agreed and accepted by: SH
N/A (Customer Initials)

8. Incentives, Rebates, & Tax Credits:

- 8.1. You may qualify for tax credits, rebates, or other incentives related to your System ("Incentives") offered by federal, state, or local governments, your utility provider, or others. Unless you have assigned your CPS rebate to us, ADT Solar does not own or control any Incentives related to your System, and ADT Solar makes no representation, warranty, or guarantee about the nature, existence, or availability of any Incentive or whether you will qualify for any Incentive. You are solely responsible for completing and submitting any paperwork or information required to obtain any Incentive. We agree to provide you with reasonable support and documentation required for you to apply for Incentives. Neither ADT Solar nor your utility make any representations or warranties concerning the tax implications of any bill credits provided to Customer. Agreed and accepted by: SH N/A
(Customer Initials)

9. Property Access

- 9.1. You hereby grant to ADT Solar and its employees, agents, and contractors the right to reasonably access all of the Property as necessary between the hours of 7:00am and 6:00pm, Monday through Saturday to perform the Work or address our rights and obligations under this Agreement.
- 9.2. In the event Customer authorizes ADT Solar's access to the Property through adjacent properties for any reason, Customer is required to obtain written permission from



the owner(s) of the adjacent properties for such use, and Customer agrees to be solely responsible for and to defend, indemnify, and hold ADT Solar harmless from, any and all forms of liability that may arise out of or relate to such use.

10. Right to Monitor: Customer agrees to allow ADT Solar the right to monitor Customer's electricity consumption and System production, and grants ADT Solar permission to view and access such data. ADT Solar may also receive information about you from other sources, such as equipment manufacturers and utility companies. ADT Solar will not share your data with third parties except to the extent necessary to fulfill obligations under this Agreement or in an anonymized or aggregated format.
11. Title and Risk of Loss: All materials delivered to the Property, regardless of whether incorporated into the System, are and will remain the property of ADT Solar until such time as the Contract Price is paid in full. Title to the System shall transfer to you after ADT Solar completes installation of the System and you make final payment. Notwithstanding the foregoing, after delivery of the System equipment and materials to your Property, you bear risk of loss to the System for all causes of loss not covered by the Limited Warranty (as set forth in Attachment 2). However, you will not bear any risk of loss for damage directly resulting from ADT Solar's negligent actions or omissions or willful misconduct. ADT Solar retains all ADT Solar-owned intellectual property rights on any of the equipment installed in your System including, without limitation, patents, copyrights, trademarks, and any data generated by ADT Solar's monitoring system.
12. Liquidated Damages: Customer agrees and acknowledges that ADT Solar will incur costs and expenses preparing to perform the Work, designing the System, obtaining permits and approvals, and acquiring Materials and Components after this Agreement is signed. If

Customer cancels this Agreement after the 3-day cancellation period (or 15-day cancellation period if you are age 65 or older), Customer agrees to pay to ADT Solar, as liquidated damages and not a fee, either (a) \$3,000 or (b) 10% of the Contract Price, whichever is less, within seven (7) business days of providing ADT Solar with notice of Customer's decision to terminate this Agreement. Customer agrees that this amount is reasonable based on the anticipated or actual harm caused by the termination, actual out-of-pocket costs incurred, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Customer may not terminate this agreement, except as provided by Section 13 below, after any Materials have been installed on the Property.

13. Termination and Default: ADT Solar may, upon 10 days' written notice to Customer, terminate this Agreement for breach, failure of Customer to agree to any change order deemed by ADT Solar to be necessary, failure of Customer to pay any amount due, bankruptcy of Customer, any failure by the Customer to cooperate in the installation process, if Customer Preparations are not completed, or if the Property Condition is not suitable to perform the Work. Customer may terminate this Agreement upon written notice if ADT Solar does not commence or complete work within the time periods in Section 4 of the Agreement, and Customer will be entitled to a refund of any down payment or other payments made towards the Work. However, Customer shall remain liable to ADT Solar for any work performed.
14. Remedies Upon Customer's Breach: In addition to its rights in Section 13 above, and without limiting any of ADT Solar's other rights and remedies, upon any breach by Customer, including any failure of Customer to pay any amount due, ADT Solar shall have the right, to the fullest extent allowed by law, to: (a) pursue a stop work order at the Property; (b) stop 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; (c) recover all amounts due under this Agreement for services provided through the date of termination including interest at the rate of 1.5% per month or the highest rate allowed by applicable law, whichever is less; (d) require you to return the System at your expense and/or make the Property available to us to remove the System; (e) disconnect, turn off, or take back the System by legal process or self-help (if legally available), provided ADT Solar does not disturb the peace or violate the law (you agree that ADT Solar will have access to your Property and permission to enter your Property in order to disable and/or remove the System until such time as ADT Solar is paid in full and title to the System passes to you); (f) report such non-operational status of the System to your utility, informing them that you are no longer net metering; (g) charge you a reasonable fee for reconnecting the System to your utility or turning your System back on after it is disconnected or turned off; and (h) any other legal remedies including, without limitation, mechanic's liens.

15. Lien Releases: If a lien should be placed on your Property by ADT Solar, upon satisfactory payment for any portion of the work performed, ADT Solar shall, prior to any further payment being made by Customer, furnish to Customer a full and unconditional release from any potential lien claimant claim or mechanics' lien authorized pursuant to relevant law for that portion of the work for which payment has been made by Customer.
16. Insurance: ADT Solar carries commercial general liability and workers' compensation insurance for all employees.
17. Indemnification: Each Party agrees to indemnify, defend, and hold harmless the other Party 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 breach of its obligations under this Agreement. Neither Party will be required to indemnify the other Party for such other Party's own negligence, willful misconduct, or fraud.

18. Exercise of Reasonable Care: ADT Solar will exercise reasonable care not to damage your Property during installation of the System. In the event of damage to the Property due to ADT Solar's installation of the System, ADT Solar agrees to make reasonable efforts to repair such damage at ADT Solar's cost.
19. Force Majeure: Except with respect to any payment obligations hereunder, both Parties shall be excused for delay in the performance of any obligations hereunder to the extent that such delay is the result of or attributed to a force majeure event ("Force Majeure Event"). For purposes of this Agreement, a Force Majeure Event means any cause beyond the affected Party's reasonable control including but not limited to acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of a System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute, interruptions in delivery of supply of parts or raw materials, the issuance of any new utility requirements, trade association, or government laws.
20. Limitation of Liability
 - 20.1. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. BOTH PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION (a) PHYSICAL OR MENTAL PAIN AND SUFFERING OR EMOTIONAL DISTRESS DAMAGES; (b)



COSTS OF TEMPORARY SHELTER, TRANSPORTATION, FOOD, MOVING, STORAGE, OR SIMILAR INCIDENTAL DAMAGES OR EXPENSES; (c) LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF FAIR MARKET VALUE, LOSS OF RENTAL VALUE, LOSS OF FINANCING, OR SIMILAR LOSS OF ECONOMIC OPPORTUNITY; OR (d) LOSS OF PROFITS (OTHER THAN THOSE THAT WOULD HAVE OTHERWISE RESULTED FROM THIS AGREEMENT) OR LOSS OF BUSINESS OPPORTUNITY OR REPUTATION.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- 20.2. Except for damages arising out of misappropriation of either Party's intellectual property, and only to the greatest extent allowed by law, in no event will either Party's liability under this Agreement or in connection with the System, exceed the Contract Price, including, without limitation, damages to your Property during the installation of the System or resulting from the operation of the System. Customer agrees to provide ADT Solar with written notice of any claims arising out of this Agreement and/or the System prior to making final payment and any claims not made at or before such time will be deemed waived by Customer upon making final payment.

21. Limitations of Use

- 21.1. YOUR SYSTEM, WITHOUT THE ADDITION OF AN INCORPORATED BATTERY DESIGNED FOR SUCH USE, WILL NOT OPERATE DURING A UTILITY GRID OUTAGE, AND WILL SHUT DOWN UNDER THIS CIRCUMSTANCE.

Agreed and accepted by: SH
N/A (Customer Initials)

- 21.2. YOUR SYSTEM, EVEN WITH A BATTERY INCLUDED, IS NOT INTENDED FOR USE AS PRIMARY OR BACK-UP POWER SOURCE FOR

CRITICAL CARE INCLUDING LIFE-SUPPORT, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC DAMAGE. ADT SOLAR DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF YOUR USE OF THE SYSTEM FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ADT SOLAR'S SERVICE OR REFUSAL TO SERVICE YOUR SYSTEM IN SUCH CIRCUMSTANCES.

22. Photography You agree that ADT Solar has the right to obtain photographic images of your System and your home, and to use such photographic images for internal and quality control purposes. ADT Solar may use photographic images of your System or your home in its marketing and promotional materials.

TERMS & CONDITIONS ACKNOWLEDGEMENT

Customer Signature:

DocuSigned by:
Susan Houston
N/A 3982B666926E479...



Attachment 2 – Limited Warranties and Additional Terms & Conditions for the Power Production Guarantee (PPG) and Batteries

The Parties agree this Attachment 2 is incorporated into the Agreement as though it was set forth fully therein. Capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Agreement. ADT Solar may assign or transfer these Limited Warranties to a third party. **This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.**

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS OF THE LIMITED WARRANTIES COVERING THE SYSTEM INSTALLED AT YOUR PROPERTY PURSUANT TO THE AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND ADT SOLAR.

Limitation of Warranty: THE WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE AGREEMENT, THE SYSTEM, AND THE WORK. ADT SOLAR DISCLAIMS, AND YOU WAIVE, ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, THAT ARE NOT SET FORTH EXPRESSLY HEREIN, INCLUDING WITHOUT LIMITATION AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR OR ORDINARY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Our Limited Warranties

Subject to certain limitations stated below, we provide the following limited warranties (collectively, the “Limited Warranties”) for your System and our Work:

25-Year Limited Workmanship Warranty (“Workmanship Warranty”): ADT Solar warrants that the System will be installed in a good and workmanlike manner according to the reasonable standards of care and diligence generally practiced by solar installation companies when installing residential photovoltaic systems of a similar size and type as the System in the geographic region where the Property is located and pursuant to the manufacturer’s instruction, applicable law, and requirements of the local permitting and inspection authorities and your utility.

10-Year Limited Roof Leak Warranty (“Roof Leak Warranty”): If you are in compliance with all your obligations under the Agreement, for a period of 10 years beginning on the Operational Date, ADT Solar warrants your roof against water infiltration at each roofing penetration made by ADT Solar in connection with the installation of the System and the surrounding area within a 3-inch radius of each such penetration (collectively, the “Covered Roof Areas”).

Manufacturer’s Warranties for Products and Materials (“Manufacturer’s Warranties”): The major Materials and Components of your System – panels, inverters, racking and mounting system, and monitoring device – all have Manufacturer’s Warranties. Following installation of the System, ADT Solar will provide you with copies of all relevant Manufacturer’s Warranties for the components of your System.



UPON RECEIPT OF PAYMENT IN FULL UNDER THIS AGREEMENT, ALL WARRANTIES THAT ARE PROVIDED BY MANUFACTURERS OF EQUIPMENT USED IN THE SYSTEM WILL BE TRANSFERRED DIRECTLY TO YOU. YOU UNDERSTAND THAT ADT SOLAR HAS NO RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES OTHER THAN TO TRANSFER THEM TO YOU.

Exclusions from Warranties

The Limited Warranties and the PPG do not apply to any lost power production, damage, repair, replacement, loss or corrective action required due to any of the following: SH N/A (Customer Initials)

1. Any actions performed or materials used or installed by anyone other than ADT Solar or its approved service providers, including repairs, alterations, movement, or modification to the System or any portion of the System for any reason;
2. Destruction or damage to the System, including any Battery, or its ability to safely or effectively produce or store power that is not caused by ADT Solar or its approved service providers in the course of performing its obligations under this Agreement (for example, any damage that is the result of natural disasters, vegetation, tree limbs, or golf ball strikes), or the actions of persons or parties not within our reasonable control;
3. Your negligence or failure to properly operate or maintain the System or to take appropriate action to minimize any damage as soon as reasonably practicable, including any failure to clean the System as needed and according to manufacturer's instructions;
4. Ordinary wear and tear, including cosmetic defects;
5. Power or voltage surges caused by someone other than ADT Solar or its service providers, including a grid event;
6. Theft, removal, or disabling of the System or the production monitoring device;
7. Damage resulting from mold, fungus, and other organic pathogens;
8. Shrinking or cracking of grout and caulking;
9. Fading of paints and finishes exposed to sunlight; in particular, ADT Solar is not responsible for ensuring repaired or replaced shingles or other roofing materials match other sections of the roof that have become discolored or faded;
10. Pre-existing and/or underlying failures of the roof;
11. Earthquake, fire, flood, hail, soot, salt damage, or other weather conditions or other acts of God;
12. Any damages or losses covered by your homeowner's insurance policy or any other insurance policy;
13. Damages resulting from condition of the Property;
14. Damage from pests or rodents;
15. Snow covering or a snow load damaging the System;
16. Systems with the type or serial number(s) altered, removed, or illegible;



17. Any otherwise covered claims of which you do not notify ADT Solar within 30 days of your discovery of the basis for the claim.

Circumstances that will Void the Limited Warranties

The Limited Warranties and the PPG provided in this Agreement will be voided entirely by any of the following:

1. Your gross negligence or your intentional damage to the System;
2. Your breach of or failure to perform your obligations under the Agreement and/or the Limited Warranties, including but not limited to any failure to report system damage or failure, not cooperating with us or any third party to assist in the assessment of or repairs to the System, or failure to properly operate the System in accordance with the owner's manual or manufacturer's instructions;
3. **Any actual or attempted installation, repair, alteration, replacement, movement, change, or modification to the System made by anyone other than ADT Solar or its approved service providers, or without ADT Solar's prior written consent;**
4. Improper use or operation;
5. Any violation of a Manufacturer's Warranty;
6. Energizing your System without utility's prior written consent to operate and ADT Solar's express, written consent.

Additional PPG Terms and Conditions

In addition to the above, the PPG requires that you have and maintain active electrical service and internet connection. If at any time you fail to provide electricity or internet connection, or ADT Solar is unable to monitor the System remotely for any reason, Actual Production during that period will be estimated by ADT Solar using reasonable means. Actual Production will be adjusted to include electricity that ADT Solar estimates would have been produced during any time periods when the System is shut down or producing less power due to a transmission grid failure, at your request, or due to your failure to perform any of your obligations under the Agreement. You agree to notify ADT Solar immediately upon your discovery that the electricity at your Property or your internet connection has not or will not be available for more than 48 hours. IF THE PROPERTY DOES NOT HAVE AND MAINTAIN ACTIVE ELECTRICAL SERVICE OR INTERNET CONNECTION FOR A PERIOD LONGER THAN THIRTY (30) DAYS, THE PPG WILL AUTOMATICALLY TERMINATE.

The PPG shall not apply to any production issues that arise from:

1. Shading from foliage that is new growth or is not kept trimmed to its appearance as of the date the System was installed or shading from structures built or modified after the System was installed;
2. Shading from materials covering the System, including but not limited to snow coverage, dust, debris, leaves;
3. Accidents, alterations, or damage to the System (for example, golf ball strikes or fallen tree limbs);
4. Grid failures, grid events, or other utility interruptions that disable or interfere with the normal operation of the System;
5. Manufacturer's defects, damages, performance issues, reporting issues, or any other condition for which you do not promptly give us notice in writing within 30 days of the date you first become or reasonably should have become aware of the circumstances giving rise to such issues;



6. Any of the items included in the statement of exclusions from the Limited Warranties or circumstances that will void the Limited Warranties above.

Any actual or attempted installation, repair, alteration, replacement, movement, change, or modification to the System made by anyone other than ADT Solar or its approved service providers, or without ADT Solar's prior written consent will automatically void the PPG.

Having an incorporated Battery as part of your System will not affect the PPG. A Battery incorporated into the System is designed to draw its charge from the PV System, simply storing the energy produced by the PV System for discharge according to its programming.

If the System performs better than the PPG (i.e., the System's Actual Production is greater than the Guaranteed Annual Production during the PPG Term) then this surplus energy is yours at no additional cost.

Selling Your Property and Transferring the PPG and the Limited Warranties

If you sell your home, the PPG and the Limited Warranties (except, as applicable, any Manufacturer's Warranties with different provisions) are transferrable to the new owner if you provide written notice to ADT Solar within 30 days of the sale of the Property, pay a \$250 transfer fee, and notify us of the date of the sale and the new owner's name and contact information. Transfer shall not be effective until the new owner signs a written acknowledgment accepting all of the terms and conditions of this Agreement. If you have financed your System, contact your lender for any additional restrictions.

St N/A (Customer Initials)

Contacting ADT Solar with Questions, to Submit a Claim, or to Provide Notice of Transfer

To ask a question regarding the Limited Warranties, the PPG, or this Agreement, you may call ADT Solar at 1-833.409.1007.

To submit a claim or provide any other notice under the Limited Warranties, the PPG, or a notice to transfer, you must send us the request in writing, certified or registered first-class mail, post prepaid, with a return receipt requested, or a nationally recognized courier service requiring signature for receipt, to the following address:

ADT Solar, LLC
ATTN: Warranty Claims & Transfers
128 Northpark Blvd
Covington, LA 70433

To notify you regarding a Limited Warranty, the PPG, or this Agreement, ADT Solar may send you a notice in writing in the manner described above, or to the email or mailing address provided in the Agreement or any subsequent contact information that you provide to us. The Parties agree that any emailed document shall be deemed an original document.



Claim Process

If ADT Solar receives a claim under a Limited Warranty or PPG from you, ADT Solar will review your claim and notify you within 15 business days whether your claim is covered. If ADT Solar cannot make this determination without inspecting the System, ADT Solar will send an employee, contractor, or agent to your Property within 15 business days of the date ADT Solar receives your claim, and ADT Solar will then notify you within 10 business days of the visit as to whether your claim is covered by a Limited Warranty or the PPG.

If your claim is covered by a Limited Warranty or the PPG, ADT Solar to either (1) pay you the required amounts under the PPG, or (2) make the repair or replacement under the Limited Warranty within a reasonable period of time, at no cost to you. ADT Solar may use new or reconditioned parts to make repairs. The warranty period will not be extended, nor will a new warranty period begin, upon any repair or replacement conducted under this warranty. ADT Solar will use commercially reasonable efforts to replace parts with the same type of equipment but may substitute materials or types of equipment if necessary. Any equipment substitution will not change our PPG obligations. Additionally, at ADT Solar's option (but at no additional cost to you), ADT Solar may elect to make cosmetic repairs that are not covered by the Limited Warranty or to upgrade or add to any part of the System to ensure that it performs according to the PPG.

If your claim is not covered by a Limited Warranty, you may request that ADT Solar make the repair or replacement at your cost and expense. ADT Solar will send a representative to your Property to provide you with a price quote for the requested services. You may then elect whether to have ADT Solar provide the requested services at the quoted price.

Moving the System, Including for Renovations or Repairs

The System may only be moved by ADT Solar, and only in order to permit you to renovate or repair the Property at your request and your expense. ADT Solar will send a representative to your Property to provide you with a price quote for moving the System. You may then elect whether to have ADT Solar move the System at the quoted price. ANY ACTUAL OR ATTEMPTED INSTALLATION, REPAIR, ALTERATION, REPLACEMENT, MOVEMENT, CHANGE, OR MODIFICATION TO THE SYSTEM MADE BY ANYONE OTHER THAN ADT SOLAR OR ITS APPROVED SERVICE PROVIDERS, OR WITHOUT ADT SOLAR'S PRIOR WRITTEN CONSENT WILL AUTOMATICALLY VOID BOTH THE LIMITED WARRANTY AND THE PPG.

LIMITED WARRANTIES AND ADDITIONAL TERMS & CONDITIONS ACKNOWLEDGEMENT

Customer Signature:

DocuSigned by:
Susan Houston N/A
3982B666926E479...



ATTACHMENT 3

NOTICE OF CANCELLATION

Agreement Date: 11/12/2022

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date or, if you are 65 years of age or older, you may cancel this Agreement within fifteen (15) business days after the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller, and the seller does not pick them up within 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 the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to the following address no later than midnight of the third business day (or fifteenth business day if you are 65 years of age or older) following the Agreement Date:

ADT Solar, LLC
128 Northpark Blvd
Covington, LA 70433

I hereby cancel this transaction. _____ (Date)
_____ (Customer's Signature)



ATTACHMENT 3

NOTICE OF CANCELLATION (Duplicate Copy for Customer)

Agreement Date: 11/12/2022

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date or, if you are 65 years of age or older, you may cancel this Agreement within fifteen (15) business days after the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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

If you do make the goods available to the seller, and the seller does not pick them up within 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 the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to the following address no later than midnight of the third business day (or fifteenth business day if you are 65 years of age or older) following the Agreement Date:

ADT Solar, LLC
128 Northpark Blvd
Covington, LA 70433

I hereby cancel this transaction.

_____ (Date)
_____ (Customer's Signature)



ATTACHMENT 4 - LEGAL NOTICES FOR TEXAS HOME IMPROVEMENT CONTRACTS

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW. You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

CONVEYANCE TO CONTRACTOR NOT REQUIRED. Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

KNOW YOUR CONTRACTOR. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

GET IT IN WRITING. Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

READ BEFORE YOU SIGN. Do not sign any document before you have read and understood it.

NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

GET A LIST OF SUBCONTRACTORS AND SUPPLIERS. Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.



MONITOR PAYMENTS. If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

CLAIMS BY SUBCONTRACTORS AND SUPPLIERS. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

(1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

(2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as 'statutory retainage.' If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

SOME CLAIMS MAY NOT BE VALID. When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.



OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a 'completion of improvements' policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement."

WAIVER OF THE LIST OF SUBCONTRACTORS AND SUPPLIERS. AN OWNER IS NOT REQUIRED TO WAIVE THE RIGHT GRANTED BY SECTION 53.256, PROPERTY CODE, TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS.

BY SIGNING THIS DOCUMENT, I AGREE TO WAIVE MY RIGHT TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS.

I UNDERSTAND AND ACKNOWLEDGE THAT, AFTER SIGNING THIS DOCUMENT, THIS WAIVER MAY NOT BE CANCELED AT A LATER DATE.

I HAVE VOLUNTARILY CONSENTED TO THIS WAIVER.

ADT Solar, LLC is 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.license.state.tx.us/complaints.

You will control the generating capacity of your solar system and acquire title to any electric power produced by the solar system. You are also the "distributed renewable generation owner" of the solar system for purposes of the Texas Public Utility Regulatory Act and the related rules and regulations, including the rules arrangements with the applicable utility.

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

Signature:

DocuSigned by:

N/A 3982B666926E479...

Owner Name:

Susan Houston

Date:

11/12/2022

SEIA® SOLAR PURCHASE DISCLOSURE

This disclosure is designed to help you understand the key terms of your purchase of a solar electric system ("System").
It is not a substitute for your purchase contract ("Contract"), loan or any other documents associated with this transaction.
Information presented below is subject to the terms of your Contract.

Read all documents carefully so you fully understand the transaction

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

To better understand the cost of the electricity produced by your System, please refer to the separate form,
SEIA® Solar Purchase Disclosure Addendum - Estimated Cost Per kWh.

PROVIDER:

Address:
ADT Solar, LLC 128 Northpark Blvd
Covington, LA 70433

Tel.: 866-450-1012
License # (if applicable): 373057
Email: info@gosunpro.com

INSTALLER:

Address:
ADT Solar, LLC 128 Northpark Blvd
Covington, LA 70433

Tel.: 866-450-1012
State/County Contractor License #: 373057
Email: info@gosunpro.com

WARRANTY/MAINTENANCE PROVIDER:

(If Different from Installer/Provider):

Address:

Tel.:
License # (If applicable)
Email:

CUSTOMER: Susan Houston

Customer ID:
System Installation Address: 12451 Garrett Creek, San Antonio, TX 78254
Customer Mailing Address: 12451 Garrett Creek, San Antonio, TX 78254
Email: susanhouston1959@gmail.com
Contract Date: 11/12/2022

***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>\$28,699</u></p> <p>List of any credits, incentives or rebates included in the above purchase price:</p> <p>CPS Rebate (\$2,500) assigned to ADT Solar. The Original Price was <u>\$31199</u>.</p> <p>_____</p> <p>_____</p> <p>*NOTE: Not everyone is eligible for such incentives or can fully use them. Consult your tax professional or legal professional for further information.</p>	<p>Amount you owe Provider at Contract signing: \$ <u>0</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>0</u></p> <p>You will make a final payment to Provider at the following time (e.g. interconnection):</p> <p>_____ PER LOAN TERMS</p> <p>and for the following amount: <u>\$28,699</u></p>	<p>Your System:</p> <p>☒ WILL be financed ☐ WILL NOT be financed; or ☐ Financing of System UNKNOWN to Provider</p> <p>NOTE: If your System is financed, carefully read any agreements and/or disclosure forms provided by your lender. This statement does not contain the terms of your financing agreement. If you have any questions about your financing arrangement, contact your finance provider before signing a Contract.</p>

Installation Timing (D)

Approximate Start Date: 30 days from the date the Agreement is signed or _____ (date).

Approximate Completion Date: 120 days from the date of the Agreement is signed or _____ (date).

Interconnection Approval (E)

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

Site & Design Assumptions for your Purchase (F)

- The estimated size of your System is: 7.6 kW DC
- Estimated gross annual electricity production in kilowatt-hours (kWh) from your System in Year 1: 9,524
- Estimated annual electricity production decrease due to natural aging of the System: 0.33%
- System location on your property: Roof
- Connectivity: The System ☒ **WILL** ☐ **WILL NOT** be connected to the electric grid.
- At the time of installation, your local utility ☒ **WILL** ☐ **WILL 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 for _____ years from _____ (e.g. Provider, Installer, Other).

You are required to perform the following System maintenance:

SEE OWNER'S MANUAL

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ☒ **ARE** ☐ **ARE NOT** provided by the MATERIALS MANUFACTURER (e.g. Provider, Installer, Other).

If System repairs **ARE** included, the coverage periods for each **hardware component** of your System (in years) are:

SEE MANUFACTURER WARRANTY

If System repairs **ARE** included, the coverage periods for the **labor/workmanship** for each component of your System (in years) are:

25 YEAR LIMITED WORKMANSHIP WARRANTY PROVIDED BY PROVIDER. SEE CONTRACT TERMS AND CONDITIONS FOR DETAILS

Please review your Contract for additional information about any warranties on the System installation and equipment. Note that equipment warranties for hardware are not required to include labor/workmanship. Your Contract may be assigned, sold or transferred by Provider without your consent to a third party that will be bound to all the terms of the Contract. If such a transfer occurs, you will be notified if this will change the address or phone number to use for system maintenance or repair requests.

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).

Performance or Production Guarantee (I)

Provider is providing you with a:

- ☐ Performance guarantee for _____ years
☒ Production guarantee for 25 years
☐ No guarantee of performance or production

Underperformance or underproduction will be remedied as follows:

SEE POWER PRODUCTION GUARANTEE IN CONTRACT

Taxes (J)

You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability that may result from entering the Contract.

Utility and Electricity Usage/Savings Assumptions (K)

Provider ☒ **HAS** ☐ **HAS NOT** given you a financial savings estimate based on your purchase.

If provided, the savings estimate was calculated based on:

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

Such savings estimate **assumes**:

- ☒ Your System will last 25 years
☒ A current estimated utility electricity rate of 0.123063 [cost per kilowatt-hour] during the first year with estimated utility rate increases of 3.5% percent annually. Provider based these estimates on the following source(s):

Homeowner's Description Of Utility Bills, US Department of Energy, Equipment Manufacturer(s)

- ☒ If your local utility is providing you credit for excess electricity your System generates, that the utility will continue to credit you based on
☒ **ESTIMATED FUTURE** ☐ **CURRENT** utility electricity rates
☐ The following costs, expenses, rebates, incentives: CPS Rebate (\$2,500)

NOTE: It is important to understand that future utility electricity rates estimates only. Your future utility rates and utility rate increases may vary.

Provider ☐ **IS** ☒ **IS NOT** guaranteeing these savings. If Provider is guaranteeing savings, underperformance will be compensated as follows:

Cooling Off Period/ Right to Cancel (M)

In addition to any rights you have under state or local law, you ☒ **HAVE** ☐ **DO NOT HAVE** the right to terminate your Contract without penalty within three (3) business days of _____ by notifying Provider in writing at the above address.

SEIA Solar Business Code (N)

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

Additional Disclosures or Terms (O)

Actual utility rates may go up or down and actual savings may vary. For further information regarding rates, you may contact your local utility or the public regulation commission that regulates your utility provider. Tax and other state and federal incentives are subject to change.

Requirements to interconnect to the grid, which is required for your system to operate properly and for you to obtain any utility bill credits or incentives, are established by the rules of the public regulation commission or other governmental authority regulating your utility, and may be obtained from either the commission or your utility provider.

Battery systems, if purchased with your solar system, can provide backup power only to a selected set of essential circuits, and may not power your entire Property. Loads powered by the Battery, and the length of time the loads can be powered, are dependent upon the charge of the Battery at the time of a grid outage, the maximum discharge rate of the inverter, and the Battery discharge programmed settings as determined by the Customer. Customer will need to self-manage their consumption patterns and load for both back-up and self- consumption applications.

If you have purchased roofing services from Buildpro, the terms and conditions of that purchase are governed by a separate agreement.