



**SOLAR ENERGY SYSTEM
HOME IMPROVEMENT CONTRACT**

TO BE USED IN THE STATE OF NEW YORK

“Notice of Cancellation” may be sent to the Contractor at the address noted below:

Customer {xxx} {xxx} {xxx}, NY {xxx} {xxx} {xxx}	Contractor SunPower Corporation, Systems Attn: SunPower 2900 Esperanza Crossing, 3rd Floor Austin, Texas 78758 (800) 786-7693
Installation Location (if different from above)	

Important Information about your SunPower Solar Energy System Home Improvement Contract

Date of Agreement	{xxx}
Estimated Rebate (if applicable)	{xxx}
Co-Payment Paid by Customer to Contractor at Energy Start Date	{xxx}
Total Contract Price	{xxx}
Year 1 Production Estimate	{xxx} kWh

Contractor is required by law to deposit, within five (5) business days, all payments received prior to substantial completion of the work under the Agreement in an escrow account in a bank, trust company, savings bank, or state or federal savings and loan association, located in New York. In lieu of such deposit, Contractor may post a bond, contract of indemnity or irrevocable letter of credit with Customer guaranteeing the return or proper allocation of such payments to the purposes of the contract. No later than ten (10) business days after receiving funds, Contractor will provide you with the name of the banking institution in which your funds have been placed.

Schedule of Progress Payments:

Payment of the applicable invoiced amount of the Total Contract Price (as such term defined above) is due and payable upon the date specified in the table below. Your final invoice will be due and payable upon the first date when the following things have happened: (a) Contractor can verify that the System (as defined below) was placed into operation, (b) interconnection of the System is complete with the utility; and (c) all approvals needed to operate the System are in place (collectively, the “Energy Start Date”).

- ☐ Check this box if you are pursuing financing from a financing entity approved by Contractor and listed on Schedule I (attached hereto) for the purchase and installation of the System (as defined below) under this Agreement. By checking this box, and upon notification to Contractor that such financing has been successfully obtained prior to the completion of the engineering site audit of your Premises, Contractor shall disregard the schedule of progress payments below and shall accept payment in full in the amount of the Total Contract Price from the Customer and the financing entity on behalf of the Customer upon the Energy Start Date.

Work to be Completed:	Amount Due:	When Due:
Home site visit complete, system design (including design documents) finalized and approved, permit application submitted, materials for designed system procured and delivered (including rails and mounting, solar panels, inverter(s), and monitoring) (collectively, the "Installation Commencement Activities")		Due and payable upon the date the Installation Commencement.
Completion of Installation of the System and all work required under this Agreement.		Due and payable upon the Energy Start Date.

Description of the project and significant materials to be used and equipment to be installed:

Description: Installation of new photovoltaic: SunPower (solar energy) system not less than {xxx} Kw

Quantity and model of panel to be installed: {xxx} x {xxx} {xxx} Solar Panels

Quantity and model of inverter(s) to be installed: {xxx}

Mounting/Racking to be installed: {xxx}

Monitoring to be installed: {xxx}

NOTE: {xxx}

Loan Number (if applicable):

Itemized Cost of System Components and Other Costs:

Type	Total Cost
Equinox: Solar Panels, inverters, mounting, monitoring	\${xxx}
Installation, Interconnection and Other Charges and Fees	\${xxx}
Taxes	\${xxx}
Total Contract Price	\${xxx}

Installation, Interconnection and Other Charges and Fees include labor, permits, inspection, insurance and other costs to install and interconnect the system.

(Estimated Annual Energy Output of System, including Loss Analysis: {xxx} kWh)

Rate at which Customer may be compensated for any electricity sold to the utility: {xxx} /kWh

This estimate is based on Customer's utility's tariffs, as of the date of this Agreement, that specify the rate at which Customer may be compensated for electricity sold to the utility. The rate at which the utility compensates Customer for power may change throughout the term of the Agreement. **THIS IS ONLY AN ESTIMATE. CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACTUAL RATE AT WHICH CUSTOMER WILL BE COMPENSATED UNDER THIS AGREEMENT.**

Approximate Time for Start & Completion:

Approximate Start Date: within fifteen (15) days of this Agreement (including the last amendment or change order) being signed by both parties.

Approximate Completion Date: within ninety (90) days of this Agreement (including the last amendment or change order) being signed by both parties.

The following events or contingencies would materially change the Approximate Completion Date: unavailability of materials and/or labor, weather, a Force Majeure Event (as defined below), delays in obtaining all necessary zoning, land use, and building permits, or delays in completing any renovations, improvements or changes reasonably required at your Home or on the Premises to enable the safe installation of your System.

Contractor and Customer have agreed that a definite completion date is not of the essence.

Commencement of work under this Agreement shall be defined as the design and engineering of the photovoltaic (solar energy) System.

1. INTRODUCTION

This Solar Energy System Home Improvement Contract (this "Agreement") is the agreement between the individual(s) identified as "Customer(s)" above (collectively referred to in this Agreement as "Customer" or "you") and SunPower Corporation, Systems (referred to in this Agreement as "Contractor" or "we" or "us" or "our"). By this Agreement, we will provide to you certain services for the installation of a photovoltaic solar system described on Page 2 of this Agreement (the "System"), and a limited warranty as described in full below in this Agreement.

YOU AGREE THAT CONTRACTOR IS PERMITTED TO EXERCISE ITS RIGHT TO INSTALL A SYSTEM THAT DIFFERS FROM THE SYSTEM DESCRIPTION PROVIDED ABOVE ON THE CONDITION THAT SUCH SYSTEM INCLUDES SUBSTANTIALLY EQUIVALENT OR BETTER EQUIPMENT WITH EQUAL TO OR GREATER OUTPUT AND CONTRACTOR NOTIFIES YOU ABOUT THE UPDATED SYSTEM DESCRIPTION. IF CONTRACTOR EXERCISES SUCH RIGHT IN ACCORDANCE WITH THIS PARAGRAPH, THEN YOU WILL NOT HAVE THE RIGHT TO REJECT OR TERMINATE THIS AGREEMENT.

List of Documents Incorporated into this Agreement: Exhibit A (SunPower Limited Product and Power Warranty for Residential PV Modules), Exhibit B (Certificate of Acceptance), Schedule I (List of Approved Financing Entities), Exhibit C (Purchase Disclosure Form), and Exhibit D (SunPower Privacy Policy). Please read this Agreement and related documents carefully; this Agreement is a legally binding agreement between you and us.

The pricing in this Agreement is valid for thirty (30) days after {xxx}. If you do not sign this Agreement and return it to us on or prior to thirty (30) days after {xxx}, then Contractor reserves the right to reject this Agreement unless you agree to our then current pricing.

2. INSTALLATION SERVICES

(a) CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM; PRE-INSTALL TERMINATION RIGHTS

Our obligations to install the System are conditioned upon the following items having occurred and/or been completed to our reasonable satisfaction by us or other service providers chosen by us:

- (i) Our receipt of your first installment payment of the Total Contract Price (as such amount is specified above), or notification to us that you have successfully obtained financing for the purchase and installation of the System under this Agreement from a financing entity approved by Contractor and listed on Schedule I;
- (ii) completion of (A) the engineering site audit (a thorough physical inspection of your premises where the System is to be installed to determine whether the installation of the System is feasible) (this Agreement refers to those premises as the "Premises" or your "Home") including, if applicable, geotechnical work), and (B) real estate due diligence to confirm the suitability of the Premises for the construction, installation, and operation of the System;

- (iii) receipt of all necessary zoning, land use, and building permits; and
- (iv) completion of any renovations, improvements or changes reasonably required at your Home or on the Premises (e.g., removal of a tree or roof repairs necessary to enable us or our other service providers chosen by us to safely install the System).

If we determine that certain conditions on the roof or otherwise at the Premises should be corrected before the installation may be undertaken, then we will notify you that corrective work is needed, and you may arrange for such work with another contractor or with us (if we are capable of performing such work). You will be responsible for the structural integrity of the location where the System is installed, including structural or electrical modifications necessary to prepare your Premises for the System. You agree that Contractor is not responsible for any known or unknown conditions of the Premises.

Please note, however, that such corrective work is not covered by this Agreement and you may either (i) pay for such corrective work in addition to the Total Contract Price listed above or (ii) terminate this Agreement without penalty or fee.

Furthermore, both parties will have the right to terminate this Agreement, without penalty, charge or fee, if we determine after the engineering site audit of your Premises that we have misestimated by more than ten percent (10%) any of (1) the System size, (2) the System's total cost, or (3) the System's originally estimated annual production. Such termination right will expire ten (10) business days after we inform you in writing in accordance with Section 12 of the revised size, cost or production estimate. If neither party exercises its right to terminate this Agreement following such 10% change, then any changes to the System will be documented in an amendment to this Agreement. You authorize us and our subcontractors to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

(b) INSTALLATION COMMENCEMENT

When we are satisfied that the installation and operation of the System at the Premises is feasible, any corrective work has been performed, completed and paid for, and any necessary zoning, land use or building permits are

received, the parties agree that we will begin the installation of the System. Contractor may perform such services by itself or through a competent subcontractor hired by Contractor.

However, please note that if we determine that your Premises are not suitable for the installation of the System, or corrective work has not been satisfactorily performed, or any required permits or other governmental authorizations are not received, then we will not have the obligation to install the System and we may terminate this Agreement by providing written notice to you.

(c) POST-INSTALLATION CONTRACTOR DUTIES

Following completion of the process of installation and successful testing, in our sole discretion, of the System, we will arrange for the following:

- (i) the local utility company's authorization for the System to operate following the inspection of the installed System (if the utility requires such an inspection), and
- (ii) the applicable Authority Having Jurisdiction ("AHJ") or an equivalent organization to inspect the System.

(d) POST-INSTALLATION CUSTOMER DUTIES

- (i) Pre-Energy Start Date Customer Duty. Upon our completion of the actions described in Section 2.c, Contractor's receipt of a signed Customer Certificate of Acceptance Form (attached hereto as Exhibit B) within five (5) business days of the completion of the actions described in Section 2.c.; provided, however, you agree that we may deem your failure to provide Contractor with a signed Certificate of Acceptance within the period of time specified herein as your acceptance of the System for the purpose of this Contract and such requirement shall be considered waived by us, and the AHJ or an equivalent organization has approved the System, you agree to arrange for, and enter into, an interconnection agreement with your local utility company. (We will provide assistance during this process.)
- (ii) Post-Energy Start Date Customer Duty. Following the Energy Start Date (as defined

above), you agree to pay the Contractor or Contractor's designated representative (or agree to have a third party pay the Contractor or Contractor's designated representative on Customer's behalf) the remaining balance of the Total Contract Price listed above on the Energy Start Date.

(e) TITLE TO THE SUNPOWER SYSTEM; RISK OF LOSS

Title to the System, including, without limitation, the photovoltaic modules, materials, and equipment shall pass to Customer upon delivery of the System to Customer's premises, subject in each case to the extent full payment thereof has been made by Customer in accordance with the terms of this Agreement. After delivery of the System to your Premises, other than damage directly resulting from Contractor's actions, you shall bear risk of loss to the System for all causes of loss not covered by Exhibit A (see Exhibit A). Contractor and its affiliates retain all intellectual property rights on any of the equipment installed in your System including, but not limited to, patents, copyrights and trademarks.

(f) PROFESSIONAL AND WORKMANLIKE MANNER

Contractor will construct, install, test and commission the System at the Premises. We promise to do this in a professional and workmanlike manner, in accordance with all applicable laws, regulations, codes and permits. We promise to follow accepted professional practices in the solar panel installation industry and electrical installation industry, generally.

3. FINANCING; RIGHT TO TERMINATE

If Customer advises Contractor that it requires financing to comply with its obligations under this Agreement and is not able to obtain financing prior to the completion of the engineering site audit of your Premises, then Customer may terminate this Agreement through written notice to Contractor prior to such Approximate Start Date or Contractor's installation of the System (whichever is earlier) and without triggering any further liability to either Party.

4. LIMITED WARRANTY

We provide to you the following warranties with respect to the System (these warranties are collectively referred to

as the "Limited Warranty" in this Agreement). Please note that the Limited Warranty is subject to exclusions and disclaimers specified in Section 4.d below and to other limitations on liability specified in Section 8 of this Agreement. Please also note that the Limited Warranty is subject to payment in full of any amounts due to Contractor in accordance with this Agreement; therefore, we will have no obligation under the Limited Warranty if payment in full has not been made to us in accordance with this Agreement

(a) INSTALLATION, WORKMANSHIP, DEFECTS, AND ROOF WARRANTIES

(i) Installation, Workmanship and Defects Warranty. We warrant that during the System Warranty Period (as defined below) (A) the System will be installed in the manner described in Section 2.f above and (B), 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. This warranty (the "System Warranty Period") will run ten (10) years from the Energy Start Date.

(ii) Roof Warranty. During the Roof Warranty Period (as defined below), we warrant that, if in the course of the installation work we are required to penetrate your roof and thereby cause damage to areas of the roof that are within a 3 (three) inch radius of roof penetrations, we will repair such damage. (This roof warranty (the "Roof Warranty Period") will run ten (10) years from the Energy Start Date.)

(b) REPAIR PROMISE

During the System Warranty Period or the Roof Warranty Period, as applicable (each, a "Warranty Period"), as specified in Section 4.a above, and subject to Section 4.d and Section 8 below, we will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including, without limitation, all labor costs), when you submit a valid claim to us under this Limited Warranty. We may use new or reconditioned parts when making such repairs or replacements.

(c) ASSIGNMENT OF MANUFACTURERS' WARRANTIES

To the fullest extent we are permitted to do so, we hereby assign, as of the date of your acceptance of the System, to you, as the legal owner of the System, the

limited warranties from the manufacturers of the photovoltaic modules and inverters comprising the System (in particular, the SunPower Corporation residential photovoltaic modules are subject to SunPower Corporation's standard 25-year power output and workmanship warranty set forth on Exhibit A attached hereto; and inverters that are not factory-integrated into the System's photovoltaic modules are subject to the manufacturer's 10-year performance warranty). To the extent that we perform warranty repair work or provide warranty replacement(s) to you, we reserve the right to make a corresponding claim (if available) under any such manufacturers' warranties.

(d) EXCLUSIONS AND DISCLAIMERS

The Limited Warranty does not apply to any repair, replacement or correction required due to the following:

- (i) someone other than Contractor or a subcontractor specifically approved by Contractor (an "Approved Subcontractor") installed, constructed, tested, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce energy not caused by Contractor or its Approved Subcontractor while servicing the System (for example, a tree falls on the System not due to any negligence of Contractor);
- (iii) your failure to perform, or your breach of any of, your obligations under this Agreement (including, without limitation, not providing us adequate access or assistance);
- (iv) any event or condition beyond our control that is a Force Majeure Event (as defined below);
- (v) a power or voltage surge caused by someone other than Contractor including, without limitation 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;
- (vi) any System failure not caused by a System defect (such as making roof repairs that affect the System); or
- (vii) theft of the System.

This Agreement gives you specific rights, and you may also have other rights which may vary from state to state. This Agreement does not warrant any specific electrical performance of the System.

(e) MAKING A CLAIM

If you believe you have a claim under the Limited Warranty, then you must give us notice of such claim describing the problem that you believe gives rise to the claim, as promptly as possible, but in no event later than five (5) business days after your discovery of such problem, in accordance with Section 12 below.

(f) TRANSFER OF WARRANTY

We will accept and honor any valid and properly submitted claim under the Limited Warranty made during the applicable Warranty Period by any person to whom Customer properly transfers ownership of the System.

(g) MAINTENANCE OF OPERATION

Except for honoring Limited Warranty claims, we will have no obligation to service, operate or maintain the System.

THE LIMITED WARRANTY DESCRIBED IN THIS SECTION 4 IS THE ONLY EXPRESS WARRANTY MADE BY CONTRACTOR WITH RESPECT TO THE SYSTEM. CONTRACTOR HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. Please also see the limitations and disclaimers contained in Section 8 below.

5. ENVIRONMENTAL INCENTIVES

(a) ELIGIBILITY

You may be eligible for various state and local rebates and incentives. The rebate and incentive calculations Contractor provides to Customer are estimates. These estimates are based upon certain assumptions that may not be applicable based on the circumstances specific to your System. However, actual rebates and incentives are variable as eligibility requirements, funding availability, and rates may change. Contractor shall have no financial obligation to Customer regarding actual rebate and incentive amounts received. Customer agrees to pay the Total Contract Price in full regardless of the actual amount of rebates and/or incentives you receive.

(b) OWNERSHIP

All renewable energy credits (RECs), green-e tags or other transferable indicators for the generation of renewable energy, performance based incentives, rebates and other incentives or under the federal government's, any municipality's, any utility's or any other state's solar program or initiative, and associated reporting rights available in connection with the System, are retained and owned by you as the owner of the System.

Based on the information provided to Contractor by Customer, and on the tariffs, laws, and regulations in effect as of the execution date of the Agreement, Contractor estimates that the potential value of all federal, state and local tax credits, electric utility rate credits, Renewable Energy Credits, incentives or rebates that the Customer may receive under this Agreement is:

Estimated State and Local rebate: \${xxx}

Estimated State Tax credit: \${xxx}

Estimated Federal Tax credit: \${xxx}

THIS IS ONLY AN ESTIMATE, NOT A GUARANTEE. ACTUAL TAX CREDITS, RATE CREDITS, RENEWABLE ENERGY CREDITS, INCENTIVES OR REBATES MAY VARY. CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACTUAL VALUE OF TAX CREDITS, RATE CREDITS, RENEWABLE ENERGY CREDITS, INCENTIVES OR REBATES THAT CUSTOMER WILL OBTAIN UNDER THIS AGREEMENT.

6. CERTAIN CUSTOMER OBLIGATIONS

(a) REMOVAL/REPAIR OF SYSTEM

You agree that if (i) the System needs any repairs that are not our responsibility under the Limited Warranty or (ii) you would like to have the System removed or moved and reinstalled to facilitate remodeling of your Home, you will have Contractor, or an Approved Subcontractor, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

(b) TAXES AND ASSESSMENTS

You are responsible for all taxes, assessments and charges required by public agencies including, without limitation, those resulting from any increased real property

taxes that you may be subject to as a result of the installation of the System. You should consult your own qualified tax advisor regarding the federal, state and local, and other tax benefits and consequences that result from the purchase and installation of the System on your Home.

(c) EXTERIOR OF HOME

You agree that if the inverter and conduit of your System are located on the exterior of your Home, then you will supply the paint needed to complete the inverter placement and conduit painting.

(d) SUNPOWER MONITORING SYSTEM

The SunPower Monitoring System will be installed at the same time as the installation of the System. Customer agrees to maintain and make available, at your cost, a functioning Internet connection, via either one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s), secure access to your wireless home internet, or the purchase of a SunPower cellular plan at all times while it is being used. Customer also agrees to keep the SunPower Monitoring System connected at all times.

7. FORCE MAJEURE

If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event (as defined below), we will be excused from whatever performance is affected by the Force Majeure Event, provided that (i) as soon as is reasonably practical we give you notice of the event and (ii) the excuse from performing our obligations will be of no greater scope and of no longer duration than is required in the context of the Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond our control and not caused by our or our Approved Subcontractor's fault or negligence. Included among such events would be failure or interruption of the installation of the System or production of electricity by the System 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 (including, without limitation, hurricane; flood; lightning; wind; drought); the binding order of any governmental authority; the failure on the part of any

governmental authority to issue a required permit (provided we have timely applied for such permit); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by us or under our control (not including the System – that is, defective or faulty components of the System are not a Force Majeure Event).

8. LIMITATIONS ON LIABILITY; INDEMNITY

(a) NO CONSEQUENTIAL DAMAGES.

YOU AGREE THAT YOU MAY RECOVER ONLY DIRECT DAMAGES AND IN NO EVENT SHALL CONTRACTOR OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR HEIRS OR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF CONTRACTOR HAS, OR ITS AGENTS OR SUBCONTRACTORS HAVE, BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY THAT SUCH DAMAGES MAY BE INCURRED.

(b) DISCLAIMER OF IMPLIED WARRANTIES

THE ONLY WARRANTY AS TO THE SYSTEM OR ITS INSTALLATION IS THE LIMITED WARRANTY UNDER SECTION 4 OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING THE EXHIBITS), WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE SYSTEM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DISCLAIMS AND YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARISING UNDER APPLICABLE LAW, EXCEPT TO THE EXTENT SUCH WARRANTIES MAY NOT BE WAIVED UNDER APPLICABLE LAW (IN WHICH CASE, SUCH WARRANTIES SHALL NOT EXTEND PAST THE EXPIRATION OF THE WARRANTY PERIODS SET FORTH IN SECTION 4.a ABOVE).

(c) LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW,

CONTRACTOR'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED (I) AS TO THE SYSTEM FAILURE OR REPLACEMENT, THE TOTAL CONTRACT PRICE AND (II) AS TO DAMAGES TO YOUR HOME, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF THE SYSTEM, THE LESSER OF ACTUAL DAMAGES TO YOUR HOME OR \$XXXX; PROVIDED THAT SUCH DAMAGES ARE PROVABLE AND CAUSED SOLELY BY US, OUR AGENTS OR SUBCONTRACTORS, OR THE SYSTEM.

(d) INDEMNITY

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless us, our employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Agreement; provided that nothing herein shall require you to indemnify (1) any person or entity from its own negligence or willful misconduct or (2) our Approved Subcontractors or any manufacturer of the equipment comprising the System except in connection with your negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

9. TERMINATION AND DEFAULT

Contractor may terminate this Agreement, upon seven (7) days' written notice, for any material breach, for any failure of you to pay Contractor for any amount due, or for any hindrance to Contractor in the performance process. Contractor may also terminate this Agreement, in accordance with Section 2(b) above.

10. ACCESS RIGHTS

You hereby grant to us and our successors and Approved Subcontractors and our and their agents and employees, the right to enter and access your Premises and the property on which the Premises are located, in a reasonable manner and upon reasonable notice to you, for the purposes of (a) installing, constructing and, upon your request, repairing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (b) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Premises or to

the utility's electric distribution system; and (c) enforcing Contractor's rights as to this Agreement and the System. You agree not to impair or interfere and not to permit other persons to impair or interfere with such access rights.

11. REMEDIES UPON CUSTOMER'S BREACH

Without limiting any of Contractor's other rights and remedies, upon any breach by you, including any failure by you to pay Contractor's any amount due, Contractor shall have the right to: (i) prevent any more work from being done at your Premises until the breach is cured and a letter of credit or some other financial instrument, approved by the Contractor in its sole discretion, is provided to the Contractor by the Customer for any amounts payable under this Agreement; (ii) recover all amounts due under this Agreement for services provided through the date of termination including interest (as such amount is allowed by law); (iii) turn off or remove any System materials or equipment from your Premises by legal process or self-help, but we may not disturb the peace or violate the law; (iv) terminate this Agreement, and (v) pursue any other legal remedies including but not limited to mechanics' liens or similar remedies.

12. NOTICES

All notices, requests, statements and other communications under this Agreement must be made in writing (unless otherwise specified in another paragraph of this Agreement as to a particular notice or communication) and will be considered to have been properly given and received if delivered in person, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the address of the applicable party specified on the first page of this Agreement. Notice by hand delivery will be effective at the close of business on the day actually received, if received during a business day, and otherwise shall be effective at the close of the next business day. Notice by overnight United States mail or courier shall be effective on the second business day after it was sent. A party may change its addresses by providing notice of same in accordance with this paragraph. Notices may also be given by e-mail, provided that any such e-mail notice is confirmed in a writing delivered as provided above in this paragraph not later than the immediately following business day.

13. GOVERNING LAW; ARBITRATION OF DISPUTES

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN

ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of law's principles. You and we agree that any dispute, claim or disagreement between the parties (a "Dispute") shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator to be agreed upon by the parties or selected under the Rules within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist in the county where you live, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first \$xxx of any filing fee. We will pay any filing fees in excess of \$xxx and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than our last written settlement offer. This Section 13 shall govern to the extent it conflicts with the Rules. When determining whether your award is higher than our last written settlement offer your attorney's fees and costs will not be included.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action,

class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us.

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

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

By initialing below, you acknowledge and accept that you are waiving any and all rights to a trial jury for all actions or proceedings involving a dispute arising out of or related to this Agreement.

{xxx}

{xxx}

14. YOUR HEPFA RIGHTS -- CONTACTING THE PUBLIC SERVICE COMMISSION

The New York State Home Energy Fair Practices Act (HEFPA) provides residential energy customers with

comprehensive protections in complaint procedures and other areas.

Under HEPFA Customers may designate a third party to receive notifications relating to termination or other credit actions.

Customer complaints about Contractor's services, deposit requests or other service problems should first be made to Contractor. Contractor will allow complaints to be accepted and processed in a simple manner and form. Contractor shall promptly investigate any complaint in a fair manner and report the results to the Customer. If the report of the investigation is made orally, Contractor will offer the Customer, upon written request, the opportunity to receive the report in writing

Customer may also file a complaint with, or ask a question of, the New York State Public Service Commission if Customer believes he or she has not obtained a satisfactory resolution of a dispute with Contractor.

A complaint or question may be filed by telephone, letter, electronically, or in person at the commission's office in New York City, Albany or Buffalo. The contact information is below:

By Telephone

Consumer Information 1-888-Ask-PSC1 (1-888-275-7721)

PSC Opinion Line 1-800-335-2120

PSCALTERNATIVE ENERGYLINE (Inquiries or Complaints about Energy Service Companies) 1-888-697-7728

Electronically or By Mail

Worldwide Web Address <http://www.AskPSC.com>
<http://www.dps.state.ny.us> (with links to local utilities and lists of alternative energy providers)

Mailing Addresses

NYS Public Service Commission Office of Consumer Services Three Empire State Plaza Albany, NY 12223-1350

NYS Public Service Commission Office of Consumer Services 90 Church Street New York, NY 10007-2919

NYS Public Service Commission Office of Consumer Services Ellicott Square Building Suite 1050 • 295 Main Street Buffalo, NY 14203-2508

15. ASSIGNMENT AND TRANSFER OF THIS AGREEMENT

Contractor may assign its rights or obligations under this Agreement to a third party without Customer's consent, provided that any assignment of Contractor's obligations under this Agreement shall be to a party qualified to perform such obligation. Customer's rights and obligations under this Agreement will be automatically transferred to any party that succeeds Customer as owner of the System.

16. ENTIRE AGREEMENT; AMENDMENTS; BENEFIT OF AGREEMENT

This Agreement contains the entire agreement of Customer and Contractor regarding the subject matter of this Agreement. Any amendment or other change to this Agreement must be in writing and signed by both parties.

If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or reformed so as to make them enforceable.

The provisions of this Agreement regarding payment obligations, liabilities, indemnities, remedies, governing law and arbitration, as well as all provisions that specifically provide for survival or for additional time periods, will survive the termination or expiration of this Agreement.

17. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

(a) Extra work and change orders become part of this Agreement once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from this Agreement, and the effect the order will have on the schedule of progress payments.

(b) Customer may not require the Contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.

(c) Extra work or a change order is not enforceable against Customer unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the order; (ii) the amount to be added or subtracted from this Agreement, and (iii) the effect the order will make in the progress payments or the completion date.

(d) Contractor's failure to comply with the requirements of this Section 16 does not preclude the

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

18. NOTICES CONCERNING COMMERCIAL GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE

Contractor carries commercial general liability insurance written by AXIS Specialty Europe SE. You may call Marsh Risk & Insurance Services at (408) 467-5600 to check the Contractor's insurance coverage. A certificate of insurance can also be provided upon request. The Contractor carries workers' compensation insurance for all employees

19. MECHANIC'S LIEN WARNING

The contractor or subcontractor who performs on the Agreement or the materialman who provides home improvement goods or services and is not paid may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to the filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

20. CUSTOMER DATA

A copy of the SunPower Data Privacy Policies is attached to the On-Site Customer Disclosure Statement as Appendix D.

21. SIGNATURES

Facsimile, PDF signatures or electronic signatures may be used with the same force and effect as if they were a duly executed original.

22. ELECTRONIC INVOICES

Customer hereby agrees to receive all invoices issued under this Agreement electronically.

REST OF PAGE INTENTIONALLY BLANK

23. NOTICE OF RIGHT TO CANCEL.

In addition to any right otherwise to revoke an offer you may have under law, you may cancel this Agreement without charge or penalty until midnight of the seventh calendar day after the day on which you signed it. Cancellation must be IN WRITING. Cancellation occurs when written notice is given to us or put in the mail to us at the address on the first page of this Agreement with proper postage.

After the seventh (7th) calendar day after the date you sign this Agreement and prior to the installation commencement date of the System, you may request that we cancel this Agreement. If we agree to cancel this Agreement, then in connection with such a request, you understand that we may ask you to reimburse us for, and you agree to pay, our incurred out-of-pocket costs associated with cancellation of this Agreement, such as permitting fees, interconnection application costs, design costs, and other out of pocket expenses incurred and associated with this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be signed on its behalf as of the date first written above.

Customer's Signature(s):

{xxx}

Contractor's Signature:

SunPower Corporation, Systems

{xxx}

EXHIBIT A

NOTICE OF CANCELLATION

{xxx}
(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within SEVEN CALENDAR DAYS from 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 CALENDAR DAYS following receipt by 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 Contractor regarding the return shipment of the goods at the seller's expense and risk.

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

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to: SunPower Corporation, Systems, 2900 Esperanza Crossing, 3rd Floor, Austin, TX 78758.

NOT LATER THAN MIDNIGHT OF {xxx}.(Date)

I HEREBY CANCEL THIS TRANSACTION.

_____ [Date].

Customer's Signature: _____

Please print name: _____

EXHIBIT A

NOTICE OF CANCELLATION

{xxx}

(Date)

You may **CANCEL** this transaction, without any Penalty or Obligation, within **SEVEN CALENDAR DAYS** from 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 CALENDAR DAYS** following receipt by 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 Contractor regarding the return shipment of the goods at the seller's expense and risk.

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

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to: SunPower Corporation, Systems, 2900 Esperanza Crossing, 3rd Floor, Austin, TX 78758.

NOT LATER THAN MIDNIGHT OF {xxx}.(Date)

I HEREBY CANCEL THIS TRANSACTION.

_____[Date].

Customer's Signature: _____

Please print name: _____

EXHIBIT B



SunPower Limited Product and Power Warranty for X-Series and E-Series AC Modules

This Limited Warranty is effective for SunPower® photovoltaic modules for residential installation with "SPR-E" or "SPR-X" and "AC" in the product model number and sold after July 1, 2017.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation ("SunPower") warrants that for 25 years beginning on the Warranty Start Date¹ (the "Warranty Period"), its photovoltaic modules specified above, including factory-integrated electronics, ("PV Module(s)"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and the power of the PV Modules will be at least 98% of the Minimum Peak Power² rating for the first year, and will decline by no more than 0.25% per year for the following 24 years, so the power output at the end of the final year of the 25th year warranty period will be at least 92% of the Minimum Peak Power rating (the "Guaranteed Peak Power" rating).

2. Claims Process and Coverage

If any PV Module fails to conform to this Limited Warranty and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will repair, replace or refund the defective PV Modules as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) contact SunPower Corporation directly at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any PV Modules will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected PV Modules, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules originally left SunPower's care, custody, and control, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules originally left SunPower's care, custody, and control; (iii) for a PV Module that was originally installed by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any PV Module, SunPower will replace such PV Module with an electrically and mechanically compatible PV Module (including a refurbished or remanufactured PV Module) with a substantially equal or greater power rating. For any refund, purchase price shall be prorated.

3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period.
- c) When PV Modules are used on a mobile platform of any type, such as a vehicle, the Warranty Period shall be limited to 12 years.
- d) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.

¹ "Warranty Start Date" is the earlier of (i) date of array interconnection and (ii) 6 months following the date of SunPower delivery. If the delivery date cannot be verified, manufacturing date will be used in its place.

² "Minimum Peak Power" is defined as the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m² irradiance, AM1.5, 25C. SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.

4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at SunPower's sole discretion), and all national, state, and local laws, codes, ordinances, and regulations); (iii) repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the voltage, wind, snow load specifications, and any other operational specification; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, insects, animals, or industrial chemical exposure; (vii) glass breakage from impact or other events outside SunPower's control.
- b) Cosmetic effects stemming from normal wear and tear of PV Module materials or other cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Warranty. Normal wear and tear of PV Module materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module.
- c) PV Modules installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.
- d) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) PV Modules which have been moved from their original installation location without the express written approval of SunPower.
- f) PV Modules that include factory-integrated electronics where such factory-integrated electronics exhibit defects that do not materially impact power output.

SunPower shall not be held responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

- a) This Limited Warranty is fully assignable and transferable to the owner of the photovoltaic power generation facility or project as of the time the PV Modules are initially installed (the "Original End User"); provided, however, the warranty holder or subsequent owner must provide written notice to SunPower at the e-mail address listed below within ninety (90) calendar days of the assignment or transfer of the PV Modules.
- b) Further assignment or transfers from the Original End User to any other party are subject to the terms and conditions as set out in the Subsequent Assignee Warranty available upon request at time of subsequent assignment.

6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

customer@sunpower.com | 1.800.SUNPOWER (1.800.786.7693) | sunpower.com

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EXHIBIT C
(Certificate of Acceptance)
FORM OF CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance (“this Certificate”) is related to the Solar Energy System Home Improvement Contract (the “Agreement”) entered into on {xxx} between {xxx} and {xxx} (collectively, “Customer”) and SunPower Corporation, Systems (“Contractor”).

Capitalized terms used in this Certificate have the meaning given to them in the Agreement.

The undersigned Customer hereby acknowledges its receipt and acceptance of the System specified in the above referenced Agreement on the date of Customer’s signature set forth below. Customer also acknowledges that the System has been mechanically installed and is ready to be interconnected to the local utility grid. Furthermore, Customer confirms that Contractor provided Customer with an explanation of the SunPower Monitoring System and its applications. Customer hereby accepts the System for the purposes of the Agreement.

Customer Signature:

Name: {xxx}

(print)

Date:

EXHIBIT D

Generation System Disclosure Form

Provider Information	Name: SunPower Corporation, Systems Address: Attn: SunPower 2900 Esperanza Crossing, 3rd Floor Austin, Texas 78758 Phone: (800) 786-7693 Email Address: sunpowerfinancing@sunpowercorp.com
Customer Information	Name: {xxx} Installation Address: {xxx} {xxx}, NY {xxx} Mailing Address: {xxx} {xxx}, NY {xxx} Email Address: {xxx}
Distribution Utility	Distribution Utility: {xxx}
Overview	<p>This document describes your solar purchase. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p> <p>Under this contract, you will purchase a solar generation system (the System).</p>
Price, Fees, and Charges	Total Purchase Price: \${xxx} Amount Due at Contract Signing: \${xxx} Amount Due on Installation Commencement Date: \${xxx} Amount Due on the Energy Start Date: \${xxx} List of any credits, incentives, or rebates: <ul style="list-style-type: none">- Estimated State and Local rebate: \${xxx}- Estimated State Tax credit: \${xxx}- Estimated Federal Tax credit: \${xxx} <p>Customer is responsible for applying for and will receive any eligible credits, incentives, or rebates.</p>
Installation	System Location on Property: Rooftop (unless ground mounted system is installed). Approximate Installation Start Date: within fifteen (15) days of this Agreement (including the last amendment or change order) being signed by both parties. Approximate Installation Completion Date: within ninety (90) days of this Agreement (including the last amendment or change order) being signed by both parties. The Installer will contact your local utility and arrange for the interconnection of the System.

Installer Information	Name: {xxx} Address: {xxx} Phone: {xxx}
System Size and Generation	Size of System in kilowatts DC (kWdc): {xxx} kWdc Est. Gross Annual Electricity Production in kilowatt-hours (kWh) from the System in the First Year of Operation: {xxx} kWh Est. Annual Electricity Production Decrease due to System Aging (Degradation): 0.25% Estimated System Lifetime: 25 years
Maintenance and Repairs	This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended. This contract does not include System Repairs, actions needed to fix malfunctions. The System Warranty is included with this contract.
Roof Warranty	If your system is installed on your roof, your roof is warrantied against leaks or other damage from System installation for 10 years. Please see Section 4 (a) (ii) of your contract for additional details on the roof warranty.
Estimated Benefits	The System is estimated to provide {xxx} kWh in the first year of operation. Your local utility will provide you with kWh bill credits for excess energy you generate. Your local utility's 3-year historical average for per kWh rates to customers like you is \${xxx} /kWh. Therefore, in the first year of operation it is estimated that you may save \${xxx} off your utility bill based on the System's generation. Actual savings may vary based on changes in utility rates and system production. Savings are not guaranteed except to the extent described below.
Guarantees	This contract does not guarantee savings. This contract does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	A privacy policy is included with your contract explaining how information related to your service will be protected and under what circumstances it will be shared. See Exhibit D.
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within seven (7) business days after signing the contract by notifying Provider at (800) 786-7693 or sunpowerfinancing@sunpowercorp.com .
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html .
Preparer Name	Form Prepared By: {xxx}

Customer's Signature(s):

Contractor's Signature:

SunPower Corporation, Systems

EXHIBIT E

(SunPower Privacy Policy)

This Notice of Privacy Policy ("Notice") is designed to inform you about the type of personally identifiable information that SUNPOWER CAPITAL, LLC may gather or collect from you. It also explains the conditions under which we use, share, and disclose that personally identifiable information, and your rights in relation to that personally identifiable information. Please read this notice carefully to understand what we do.

This Notice is effective as of June 2014.

This Notice applies to the personally identifiable information that we collect or receive from:

- Consumers who request solar panel system financing to obtain our solar panels and related products and/or services and consumers who purchase a solar panel system from us ("customers"); and
- Correspondence, telephone, email or similar communications, to, or received from our customers.

OUR PRINCIPLES

- We only collect the personally identifiable information necessary for the purpose of managing the customer's account and responding to the customer's requests for assistance regarding our solar panels and related services;
- We maintain reasonable administrative, technical and physical measures to protect your privacy and ensure the confidentiality and security of your personally identifiable information;
- We do not share your personally identifiable information with Non-Affiliated Entities for marketing purposes;
- We do not sell customer personally identifiable information;
- We contractually require any person or organization that provides products or services on our behalf to protect our customers' personally identifiable information; and
- We do not allow those who are doing business on our behalf to use personally identifiable information for their own marketing purposes.

WHAT PERSONALLY IDENTIFIABLE INFORMATION WE COLLECT AND HOW

The types of personally identifiable information we collect depend on the product and service that you have with us. This personally identifiable information can include:

- Contact information (name, address, phone number, email address of the owners or co-owners of the dwelling);
- Proof of identity;
- Social Security number;
- Account balances and payment history;
- Credit scores and history;
- Employment and income information; and
- Utility bills.

We collect your personally identifiable information for example when you:

- Apply for a lease or other form of financing;
- Give us your income information or provide employment information;
- Provide account information or give us your contact information;
- Enter into a relationship with SunPower Capital, LLC or its Affiliates;
- Use an online account; and
- Use one of our financing products or services. We also receive your personally identifiable information from information services and consumer reporting agencies.

HOW WE USE YOUR PERSONALLY IDENTIFIABLE INFORMATION

We use personally identifiable information about customers to:

- Provide them with data regarding our solar products and financing services (marketing);
- Send correspondences, including electronic communications;
- Create and maintain their account;
- Create an online account; and
- Create lease relationships or other forms of financing.

WITH WHOM WE SHARE YOUR PERSONALLY IDENTIFIABLE INFORMATION

We may share relevant personally identifiable information:

With:

- Companies related by common ownership or control, financial and/or nonfinancial companies, joint ventures or subsidiaries of SunPower Capital, LLC (“Affiliates”);
- Distributors, dealers, installers, agents and other companies that perform services for us (“Non-Affiliated Entities”);
- Financial institutions, or their organic subsidiaries, who finance the leases and other forms of financing, and other entities who help manage the leases and other forms of financing, send you notice of payments due, and reminders of past due payments (“Financial Institutions”);
- Credit Bureau (regarding late payments, missed payments or other defaults on your account); and
- Government and law enforcement officials or private parties to enforce our rights, or respond to legal requests made in compliance with applicable law (subpoena, search warrant, court order).

For:

- Our everyday business purposes in order to process your transactions and maintain your account(s);
- Our compliance with applicable law, to respond to court orders and legal investigations, or report to credit bureaus;
- Our marketing purposes to offer our products and services to you;
- Affiliates’ everyday business purposes regarding your transactions and experiences; and
- Financial Institutions’ purposes, in order to provide jointly with SunPower Capital, LLC and its Affiliates, administrative services in conjunction with the distribution of the solar panels under joint venture agreement.

We will not share personally identifiable information we collect with Non-Affiliated Entities except as permitted by California law, such as to process your transaction or to maintain your account.

When you are no longer a customer, we may continue to share your personally identifiable information as described in this notice.

CONSUMERS’ RIGHTS

All customers are granted the right to access, modify, correct, delete, or update their personally identifiable information. To do so, please contact us as indicated below.

OTHER IMPORTANT INFORMATION

If a material change is made to this Notice, a revised version of this Notice will be made available to you.

CONTACT US

By phone: 1-800-SUNPOWER or 1-800-786-7693

By Email: customersupport@sunpower.com

SCHEDULE I
(List of Approved Financing Entities)