

Part B: Detailed Terms of Agreement for Turnkey Installation of a Solar Energy System

1. **Term of Agreement:** The Term of this Agreement (the "Term") shall commence upon the Effective Date and will continue until the earlier to occur of: (i) completion of all duties and obligations of Contractor and Owner under this Agreement and approval of all required licenses, permits, and utility service connections for use of the System, if any; (ii) nine (9) months from date of execution of the Agreement; or (iii) until termination, as provided in Section 4 below.
2. **Definitions:** When used in this Agreement, capitalized terms shall have the meanings given in the Definitions, detailed below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Section 2.0 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.
 - 2.1. **"Premises"** as indicated in Part A of this Agreement.
 - 2.2. **"Statement of Work"** means a narrative description of products, services, or results to be supplied. The Statement of Work shall be set forth as Exhibit 1 attached to Part A of this Agreement and incorporated herein by reference.
 - 2.3. **"System"** as indicated in Part A of this Agreement.
 - 2.4. **"Unexpended Payments"** means the difference between payments made by the Owner and actual expenditures of the Contractor made as part of the Work minus a two hundred and fifty dollar (\$250.00) administrative fee. For clarification purposes, Unexpended Payments is calculated as:
$$\text{Unexpended Payments} = \text{Payments Made by the Owner} - \text{Actual Expenditures Made by Contractor} - \$250$$
 - 2.5. **"Work"** means, without limitation, the installation services required by the Statement of Work and this Agreement and includes all other labor, materials, equipment and services to be provided by Contractor to fulfill its obligations under this Agreement. As used herein, the term "Work" shall specifically exclude any and all work agreed to be performed by the Owner or its agents, representatives or contractors.
 - 2.6. **"Work Site"** shall mean, without limitation, the installation area of the System, area immediately adjacent to the installation site and path of underground cable(s) (if necessary) and shall not include any areas used to access the site.
 - 2.7. **"Owner Permits"** shall mean, without limitation, any and all permits, licenses (except for municipal building and electrical permits), and/or approvals from any and all owner(s), homeowners association, condominium association, local zoning and code enforcement, and state board or other regulating body in relation to the Premises, to install, maintain, and operate the System to be installed in the location described in Part A Exhibit 1. **Owner Permits do not include municipal building and electrical permits.**
3. **Exclusions:**
 - 3.1. Owner agrees that Contractor shall not be responsible for repair of lawns, landscaping, or plantings for damage caused by excavation, concrete work, or construction vehicles and machinery and heavy equipment, including, but not limited to, excavators, delivery vehicles, cement trucks, and all types of vehicle tire indentations.
 - 3.2. Excavation: If the Work includes excavation, Owner agrees that the Total Contract Price assumes normal excavating conditions. During excavation, should Contractor encounter large obstacles, ledge, or other obstructions that constitute excavating conditions that are not normal, Contractor and Owner will review potential, alternative excavation plans (i.e. relocation of solar array) in conjunction with the creation of a Project Change Request in accordance with Section 6.0 and its sub-sections.
4. **Cancellation or Default:**
 - 4.1. This Agreement is explicitly contingent upon satisfactory analysis of the solar support structure at the Premises by Contractor and/or a certified structural engineer. In the event that it is determined that the structure at the premises cannot support the System, this Agreement will be terminated at no fault of either Party, and Contractor shall refund any Unexpended Payments made by Owner within Thirty (30) days. Owner agrees that any and all structural engineering analysis fees, except unexpended portions thereof, are non-refundable, in addition to any other non-refundable payments.
 - 4.2. If Owner, within Fourteen (14) days of execution of this Agreement, independently or after consultation with a third party consultant determines in good faith that the Work is reasonably likely to pose safety concerns or reasonably unlikely to produce energy approximately consistent with the production estimates, Owner shall be entitled to terminate the Agreement by providing Contractor written notice with supporting evidence confirming the same. In the event the Owner terminates this Agreement pursuant to this Section 4.2, the Contractor shall refund any Unexpended Payments made by Owner within Thirty (30) days.
 - 4.3. Either party may terminate this Agreement if the other party commits a material breach of its obligations under this Agreement, which breach is not cured within Thirty (30) days after receipt of written notice specifying the basis of such breach; or immediately by written notice to the other party if the other party: (i) becomes subject to a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) becomes subject to an involuntary petition regarding the foregoing that



is not dismissed within 60 days after filing, (iii) declares or admits publicly and in writing that it is insolvent or is unable to meet its debts as they mature, or (iv) makes an assignment for the benefit of all or substantially all of its creditors.

4.4. Contractor may terminate this Agreement if Owner fails to reasonably provide or permit access to the Premises sufficient to complete the Work within six (6) months of this Agreement.

5. Payment Terms:

5.1. Owner shall pay or cause to have paid Contractor the Total Contract Price agreed to and stated in Part A of this Agreement.

5.2. Owner agrees to make or cause to have made payments on the Total Contract Price, to the Contractor, per the Payment Schedule (Table 1) agreed to and stated in Part A of this Agreement.

5.3. Contractor and Owner agree that all payments required under this Agreement are due and payable within Seven (7) calendar days. All late payments shall incur a monthly finance charge of 1.5%.

5.4. Owner agrees that any installed equipment and materials are owned by New England Clean Energy Inc. until the Total Contract Price is paid to Contractor and all Owner obligations and responsibilities under this Agreement are complied with.

5.5. Owner recognizes and agrees that, unless otherwise stated in the Payment Schedule, Payment #1 is non-refundable, except Unexpended Payments.

5.6. Owner agrees that regardless of payment entity or source, Owner is always responsible for payment of any monies due hereunder and guarantees the same personally and individually.

5.7. Individually named Owner herein does hereby on behalf of himself/herself individually, his/her successors and assigns, absolutely and unconditionally guarantees the full and prompt performance of all terms and conditions provided in the Agreement and the full and timely payment of any monies due hereunder.

6. Project Changes to the Statement of Work:

6.1. Project Change Procedure: Owner and Contractor agree that should either party desire a change to the Statement of Work, Contractor and Owner will document the change request using Addendum A attached hereto and known as a "Project Change Request." The Contractor agrees to review the Project Change Request and within a reasonable time period, provide Owner with an estimate of the impact on material cost at the then retail market rate, labor cost at the Contractor's then standard hourly rate (hereinafter "Labor Cost"), and work schedule. If, following review of the estimate on the Project Change Request, the Owner wishes to proceed with the change and agrees to the additional payments for said change; the Parties will execute the Project Change Request and approve the same which shall thereby be incorporated into the Statement of Work. During the period of estimate by Contractor and review by Owner, work may continue per the original Statement of Work, unless said Project Change Request, at Contractor's sole election, materially alters the performance of the Statement of Work, in which case work will cease until Owner accepts the Project Change Request and all of its obligations therein.

6.2. Project Changes Due to Unforeseeable or Unforeseen Conditions or Events: The Owner agrees that unforeseen conditions, or conditions not seen or visible prior to the execution of this Agreement, or any conditions discovered during the Work that substantially affect the Statement of Work or the cost or schedule of the Work may require a change in materials, Work, and/or Statement of Work. Therefore, under the circumstances described in this paragraph, the Parties agree that Contractor shall be entitled to provide a Project Change Request and follow the procedure set forth in Section 6.1.

6.3. Project Changes Due to State or Federal Government imposed Tariff or other similar Conditions or Events: The Owner agrees that State or Federal Government imposed Tariffs or other similar conditions or events not known or not reasonably foreseeable at execution of the Agreement or post-execution of this Agreement, or other similar conditions or events which are known, but whose timing or certainty is otherwise not known at the execution of this Agreement or post-execution of this Agreement, or other such governmental change which affects the Agreement, pricing terms, Statement of Work, or other term of the Agreement, may require Contractor to provide a Project Change Request to change pricing, contract price, materials, Work, and/or Statement of Work pursuant to the terms of this Agreement, more specifically Section 6.1.

6.4. Project Changes Due to Third-Party Delays: The Parties agree that Contractor shall be entitled to an extension of time to complete its Work, in length equal to the length of any delay caused by any Third-Party, such as, but not limited to, permit and license requirements, or supplier or delays, unavailability of any materials required under the Statement of Work, unusual delay in deliveries, or unavoidable casualties or other causes beyond the Contractor's control. Should an extension become required, the Parties agree that Contractor shall be entitled to provide a Project Change Request and follow the procedure set forth in Section 6.1.

6.5. Project Changes Due to Owner Act or Neglect: The parties agree that Contractor shall be entitled to a reasonable extension of time to complete its Work to the extent that Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner. Should an extension become required under the circumstances described in this paragraph, the Contractor shall be entitled to a reasonable extension of time to complete its Work, to be memorialized in a Project Change Request.

6.6. Notwithstanding the foregoing, Contractor shall be entitled to a reasonable extension in time to complete its Work for any delay caused by the Owner with respect to any and all matters that Owner elects to perform on its own,

including by way of illustration but not limitation, shade mitigation, excavation, roof reinforcement, and financing arrangements. Moreover, should Contractor be delayed by the Owner, Owner shall be responsible for any and all direct and indirect costs incurred by Contractor, including, but not limited to increases in material cost at the then retail market rate, Labor Cost, and other expenses. Contractor retains the right to bill the Owner immediately for said costs, which will be payable immediately to Contractor by Owner. The Parties agree that Contractor shall also be entitled to a reasonable extension in time to complete its Work for any delay caused by Force Majeure including but not limited to fire, flood, earthquake, storm, severe and inclement weather, hurricane or other natural disaster, war, invasion, terrorist activity, government sanction, blockage, embargo, labor dispute, strike, lockout, failure of supplier to deliver, or power failure.

7. Owner Representations, Acknowledgements and Responsibilities:

- 7.1. The Owner represents and warrants that:
- a) Owner is the lawful owner of the Premises;
 - b) Owner is duly authorized to enter into this Agreement;
 - c) Owner has sufficient assets to pay the Total Contract Price;
 - d) Owner shall make all payments when due to the Contractor in accordance with this Agreement;
 - e) Except for municipal building and electrical permits, Owner warrants that Owner has or will obtain all Owner Permits.
 - f) Owner shall not have other contractors on the Premises without Contractor's written permission. If Contractor assents to Owner's contractors on the Premises, Owner shall be responsible for all delays and for all costs Contractor incurs because of these other contractors; and
 - g) Owner shall comply with all reasonable requests for Contractor and its representatives to access the Premises.
- 7.2. The Owner hereby agrees to provide Contractor with access to the Premises as required to complete all Work required pursuant to the Statement of Work during regular business hours.
- 7.3. At any time during the Term of this Contract and during any warranty period, if Owner fails to uphold its representations or warranties in this Section 7 and its subsections, Owner shall continue to be responsible for paying Contractor the Total Contract Price plus any cost associated with removing or relocating the System and further shall indemnify Contractor from any direct or indirect expense or costs Contractor incurs due to the same.

8. Contractor's Representations; Acknowledgements and Responsibilities:

- 8.1. Contractor hereby represents and warrants that:
- a) Contractor agrees to provide at least Twenty-Four (24) hours notice for appointments with Owner and for access to the Premises;
 - b) Contractor is qualified and holds the appropriate licenses and certifications to perform the turnkey installation of the System and all related Work;
 - c) Contractor shall obtain only municipal building and electrical permits, as may be required, to perform the Work and shall furnish copies of these permits to the Owner;
 - d) Contractor agrees to provide Owner with services required for the successful completion of the project including documents and activities required by local utilities, building departments, including municipal building and electrical permit applications, and electrical utility interconnection agreements;
 - e) The installation of the System and all related Work shall be performed in a good and workmanlike manner consistent with the customary standards of the industry;
 - f) With the exception of Section 3 and its sub-sections of the Agreement, Contractor shall use commercially reasonable efforts to restore the Work Site to an undisturbed condition;
 - g) Contractor shall provide documentation for all major System components, if any, and provide instructions to the Owner on basic operation, maintenance and troubleshooting of the System; and
 - h) Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.
 - i) The Contractor hereby agrees and acknowledges that in the event Contractor performs any Work when Contractor knows or should have known that it is contrary to such laws, rules, regulations, ordinances, orders or requirements of any governmental authority relating to the Work, Contractor shall bear only those costs attributable to the correction of said Work.
- 8.2. Nothing in this Section 8 or its subsections shall release Owner from Owner's duty stated in Section 7 or its subsections.

9. Warranty and Corrections:

- 9.1. The Contractor warrants to the Owner that materials and equipment furnished hereunder will be new, that the Work will be in accordance with standards of good workmanship, and that the Work will conform to the requirements of this Agreement.
- 9.2. The Contractor shall promptly correct Work not in compliance with the terms and conditions of this Agreement, or known by the Contractor to be defective or failing to conform to the requirements of this Agreement prior to Contract Term completion and/or acceptance of the System by Owner. All Work reasonably rejected shall be corrected according to the guidelines stated in Section 6.0 and its subsection as a Project Change Request.

- 9.3. Owner shall notify Contractor in writing within thirty (30) days of the discovery of any defect with such notice to include details of the alleged defect that permit Contractor to identify the location and nature of the problem. The failure to provide such notice, shall void any repair, correction or warranty obligations of the Contractor as described herein.
- 9.4. Any warranty provided under this Agreement by incorporated documents shall be null and void until/unless the Owner makes full payment of the total contract price, including any change orders thereto.

10. Disputes:

- 10.1. Except to the extent Owner has arbitration rights pursuant to G.L. c. 142A which are not affected by this provision, the Parties agree that all claims and disputes which may arise regarding the Agreement shall be resolved in the following order: (1) The Parties shall submit said claim or dispute to a mutually agreed upon Mediator who shall attempt to resolve any claim or dispute (Mediator costs to be shared equally between the Parties); (2) In the event either party is not satisfied with the results of the Mediation, the claim and dispute shall be resolved through arbitration with JAMS or in the courts at Contractor's sole discretion, employing Massachusetts law. The decision of the Arbitrator, if applicable shall be binding and final as to all parties.
- 10.2. Governing Law, Jurisdiction, and Venue: This Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts. The Contractor and the Owner hereby irrevocably consent to the jurisdiction of such Courts and waive any defense relative to jurisdiction or venue, whether asserted by motion or pleading. The Parties waive their right to trial by jury.
- 10.3. The Parties hereby agree to use reasonable efforts to resolve any disputes so as to avoid the cost and delay associated with arbitration or litigation. The Parties shall each bear their own costs, necessary disbursements and attorneys' fees incurred in enforcing this Agreement. However, Contractor specifically retains the right to seek attorney's fees and costs in any and all collection matters against Owner.
- 10.4. Should any dispute arise that affects the Work, Contractor shall be entitled to cease any further performance of the Work until a final resolution of the dispute is determined or agreed to.

11. Insurance:

- 11.1. At no additional cost to Owner, the Contractor shall purchase from and maintain for the Term of this Agreement or longer as may be required herein, from a company or companies lawfully authorized to do business in any State in which Contractor conducts business, the following insurance:
 - a) Commercial general liability insurance in a limit of not less than \$1,000,000 per occurrence, \$1,000,000 per occurrence for personal injury, \$2,000,000 general aggregate and \$2,000,000 products.
 - b) Minimum additional \$1,000,000 umbrella for excess liability coverage.
 - c) Commercial automobile liability with a combined single limit of \$1,000,000 with a hired and non-owned endorsement.
 - d) Workers' Compensation coverage as required by the laws of the state in which the Premises are located.
- 11.2. The Contractor agrees that the insurance set forth in Section 11.1(a) shall be primary and non-contributing with respect to any insurance carried by Owner or the Contractor's subcontractors and that Contractor's insurance policy shall not (i) exclude subcontractors from coverage or (ii) have any restrictions on coverage resulting from subcontractors failing to maintain certain levels of insurance.
- 11.3. The insurance set forth in Section 11.1(a) shall name the Owner as additional named insured.
- 11.4. The Contractor agrees that the insurance set forth in Section 11.1 shall be written on an occurrence basis, unless Owner approves in writing, coverage on a claims-made basis.
- 11.5. Upon Owners requests, in writing, Contractor shall provide Certificates of Insurance that include insurance coverages required by Section 11.1, which shall be delivered to the Owner within Fourteen (14) days of the written request from Owner. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Statement of Work. These certificates and the insurance policies required by this Section 11 shall contain a provision that coverages afforded under the policies will not be canceled, modified or allowed to expire until at least Thirty (30) days after the Term of this Agreement. In the event that any insurance policy providing coverage required by this Agreement will expire during the Term of this Agreement, the Contractor shall, not less than Seven (7) days prior to the policy's expiration date, renew such policies.
- 11.6. The Contractor hereby agrees and acknowledges that (i) Contractor shall give prompt written notice to Owner upon becoming aware of any and all losses, damages, or injuries to any person, which may in any way be related to the Work or which might reasonably give rise to a claim against Contractor or Owner; (ii) Contractor shall promptly report to Owner any claims asserted against the Contractor relative to this Agreement, whether related to matters insured or uninsured; (iii) Contractor shall not settle or provide payment for any claim or loss, injury or damage or other matter as to which Owner may be charged with an obligation to make any payment or reimbursement without the prior written approval of Owner as applicable; (iv) the carrying of any of the insurance required hereunder shall not be interpreted as relieving the Contractor of any responsibility to Owner; and (v) Contractor shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Agreement.
- 11.7. Owner may maintain such insurance as will protect them from contingent liability for damages to persons or property, which may arise from operations under this Agreement of either Party. Upon written request by

Contractor, Owner will provide Contractor with written proof of satisfactory insurance on or before the Start Date. The insurance set forth in this Section 11.7 shall name the Contractor as additional named insured.

- 11.8. Owner shall effect and maintain for the benefit of the Parties to this Agreement, as their interests may appear, Fire and Extended Coverage Insurance to the extent of 100% of the value of the materials to be incorporated in the Premises. Equipment owned or rented by Contractor, such as mixers, hoists, scaffolding, miscellaneous and small tools, canvasses, tarpaulins, forms and shores, the cost of which is not wholly included in the Contract Price, are not covered by this insurance.

12. Indemnity:

- 12.1. Contractor shall only be, if at all, liable for loss, damage, injury, or other incidental or consequential costs, expenses, or damages incurred by Owner or any other person resulting from those tasks Contractor is obliged to perform under this Agreement. Owner shall indemnify, defend with counsel acceptable to Contractor and hold harmless Contractor against any other loss, damage, injury, or suits, including attorney fees, in connection with or related to the Premises.
- 12.2. The Contractor shall defend, indemnify and hold the Owner harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Contractor's performance of this Agreement, except for injuries and damages caused by the negligence of the Owner or third party not directly under the supervision of the Contractor.
- 12.3. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, their officers, agents, employees, and any party claiming through Contractor and Owner, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- 12.4. Contractor shall not be liable for loss, damage, injury, or other incidental or consequential costs, expenses, or damages incurred by Owner or any other person from snow and ice related claims, or injuries, directly or indirectly related to the Work under this Agreement, and the System. Owner agrees to hold Contractor harmless and indemnify Contractor, including reasonable attorney's fees, against any such loss, damage or injury related to snow and ice. Moreover, should Contractor install a third-party "snow retention system," which is made part of the Statement of Work and the System, Contractor will only be responsible for its own negligence in installation of the same and shall be fully indemnified, including reasonable attorney's fees, and held harmless by Owner for any and all loss, damage, injury, or other incidental or consequential costs, expenses, or damages incurred by Owner or any other person from any and all snow and ice claims, or injuries resulting from use of the third-party "snow retention system."
- 12.5. Owner indemnifies Contractor from changes in law, regulation, subsidies, incentives, and grants provided by any governmental authority.
- 12.6. The provisions of this Section 12 shall survive the expiration or termination of this Agreement.

13. Assignment and Subcontracting:

- 13.1. Contractor may, without the prior consent of Owner, assign any and all of its rights under this Agreement to (i) a parent, subsidiary of Affiliate of Contractor, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Contractor is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 13.2. Contractor shall not be prohibited from subcontracting any duties and obligations of Contractor pursuant to this Agreement. Contractor shall continuously employ a sufficient number of competent employees and subcontractors so as to ensure completion of Statement of Work pursuant to the terms of this Agreement. Contractor, in subcontracting any portion of Contractor's Work, shall not be relieved from responsibility for the work performed or materials supplied by any subcontractor and shall be bound by the terms of this Agreement notwithstanding any subcontract. Contractor shall properly direct and control any subcontractors, being responsible for the coordination of Contractor's Work and any subcontractor's work.

14. **Confidentiality:** All information that Parties may learn or discover during this project shall be deemed confidential. Parties shall protect such information in accordance with reasonable business practices for a period of One (1) year from termination of this Agreement.
15. **Choice of Law:** This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles.
16. **Survival:** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive and continue in effect and will inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors, and assigns.
17. **Entire Agreement:** This Agreement may be amended only through a written agreement signed by both Parties. The Parties understand and agree that this Agreement is the complete agreement and supersedes all other verbal and written agreements and negotiations by the Parties relating to the Work hereunder.

18. **MISCELLANEOUS:**

- 18.1. All obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights, and remedies otherwise imposed available by law.
- 18.2. All notices under this Agreement shall be effective upon personal delivery to the Owner or to the Contractor, as the case may be, or via electronic mail (“e-mail”) upon sent confirmation, or 24 hours after deposit in the United States mail, postage fully prepaid and addressed to the respective party at the address contained in this Agreement or to such other address as the Parties may from time to time designate in writing.
- 18.3. **E-mail correspondence between the Parties and signatures via e-mail and attachments thereto shall create a valid and binding obligation of the party sending (or on whose behalf such e-mail is sent) with the same force and effect as if such were an original signature thereof.**

19. **ADDENDUMS:**

- 19.1. The following ADDENDUMS are referenced to and incorporated herein by reference:
 - ADDENDUM A: Project Change Request
 - ADDENDUM B: State Specific Terms of this Agreement



ADDENDUM B to Part B: State Specific Terms Incorporated into the Agreement

- 1. If, and only if, the Premises is located in the Commonwealth of Massachusetts, the following terms in this Addendum B, Section 1 apply and are hereby incorporated into this Agreement.

Massachusetts Contractor’s Home Improvement Contractor Registration Number: 174170
Expiration Date: January 1, 2019

Massachusetts Construction Supervisors License Number: CS-102855
Expiration Date: July 13, 2019

- 1.1. Notwithstanding Part B Section 4 of this Agreement, Owner may terminate this Agreement if Owner, despite having made commercially reasonable efforts to qualify for and obtain a Mass Solar Loan from a lender selected by Owner and meet the program requirements of the Mass Solar Loan under the Mass Solar Loan program administered by the Massachusetts Clean Energy Center and the Massachusetts Department of Energy, has been unable to obtain a Mass Solar Loan. In the event Owner provides notice to Contractor that Owner wishes to terminate this Agreement under the terms of this Section 1.1 of Part Addendum B to Part B, Contractor will refund Unexpended Payments to Owner within thirty (30) days of receipt of notice by Contractor.

1.2. Notice to Owner:

- a) All home improvement contractors and subcontractors shall be registered by the Director for Home Improvement Contractor Registration. Contractor’s registration number is listed at the top of the Contract’s first page. Any inquiries shall be registered by the Director and any inquiries about a contractor or subcontractor relating to a registration should be directed as follows:

Director
Home Improvement Contractor Registration
One Ashburton Place, Room 1301
Boston, Massachusetts 02108
(617) 727-8598

- b) It will be Contractor’s obligation, to obtain any and all necessary permits. Owners who secure their own construction related permits or deal with unregistered contractors will be excluded from the guaranty fund provisions of G.L. c. 142A.
- c) The Home Improvement Contractor Law, G.L. c. 142A, provides the Owner with certain rights in connection with the Work. The State of Massachusetts has prepared publicly available information, the Guide to the Home Improvement Contractor Law, to the extent Owner wishes to learn more about the Home Improvement Contractor Law and applicable rights and responsibilities.
- d) The Home Improvement Contractor Law, G.L. c. 142A, provides that any payment required before Work begins may not exceed the greater of (a) one-third the total contract price; or (b) the actual cost of any special equipment or custom made material which must be special ordered to meet the completion schedule.
- e) The Owner has three (3) days from the date of signing this Contract to cancel the Contract without any penalty. Said cancellation must be made in writing and delivered to Contractor. If the Owner cancels the Contract within three (3) days, Contractor shall return all money paid to Contractor by the Owner.
- f) THE CONTRACTOR AND THE OWNER HEREBY MUTUALLY AGREE IN ADVANCE THAT IN THE EVENT THE CONTRACTOR HAS A DISPUTE CONCERNING THIS CONTRACT, THE CONTRACTOR MAY SUBMIT SUCH DISPUTE TO A PRIVATE ARBITRATION SERVICE APPROVED BY THE SECRETARY AND IN SUCH INSTANCE, THE OWNER SHALL BE REQUIRED TO SUBMIT TO SUCH ARBITRATION AS PROVIDED IN M.G.L. c. 142A.
- g) DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.
- h) This Agreement, including the documents incorporated herein, forms the complete integrated Agreement between Contractor and the Owner concerning the Work. There are no other terms or conditions that form a binding agreement between the parties other than this Agreement and its incorporated documents. This Agreement supersedes all prior agreements between the Owner and Contractor and may not be altered absent a subsequent written agreement.



ADDENDUM B to Part B: State Specific Terms Incorporated into the Agreement

2. If, and only if, the Premises is located in the State of Rhode Island, the following terms in this Addendum B, Section 1 apply and are hereby incorporated into this Agreement.

Rhode Island Contractor's Registration Number: 39632
Expiration Date: December 1, 2019

Rhode Island Renewable Energy Professional Registration: REPC - 114
Expiration Date: April 20, 2020

- 2.1. Owner and Contractor affirm and acknowledge that, should Contractor obtain any Solar Rebate and said rebate is endorsed and paid to the Contractor, Contractor will apply an amount equal to said rebate to the Total Contract Price for the System.
- 2.2. Owner and Contractor agree that they will use their best efforts to obtain rebates, if any, through reasonable means and best efforts. Owner agrees to provide Contractor with any and all information, documents and assents for satisfaction of all requirements by the applicable rebate board or entity.
- 2.3. If Solar Rebate application is not approved, Owner shall be entitled to terminate the Agreement by providing Contractor written notice with supporting evidence confirming the same. In the event the Owner terminates this Agreement pursuant to this Section 2.3 of Addendum B to Part B, the Contractor shall refund any Unexpended Payments made by Owner within Thirty (30) days.

ADDENDUM B to Part B: State Specific Terms Incorporated into the Agreement

3. If, and only if, the Premises is located in the State of Connecticut, the following terms in this Addendum B, Section 2 apply and are hereby incorporated into this Agreement
 - 3.1 Neither the Connecticut Green Bank (Green Bank) nor the State of Connecticut: (1) endorses the workmanship of any Contractor; nor (2) guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by a Contractor. Additionally, the Green Bank is not responsible for assuring the design, engineering, and construction of any PV system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. The Green Bank does not make any representations of any kind regarding the results to be achieved by the system or the adequacy or safety of such measures.
 - 3.2 The Contractor shall pass on to the Owner 100% of the Green Bank Expected Performance Based Buydown (EPBB) as an up-front reduction in the total price of the solar photovoltaic (PV) System (i.e. System).
 - 3.3 Contractor and Owner shall ensure and submit confirmation that a Home Energy Solutions or equivalent energy efficiency auditor has audited the location of the PV installation prior to EPBB disbursement.
 - 3.4 No PV system receiving an EPBB shall be removed from the State of Connecticut for the useful life of the PV system.
 - 3.5 The Green Bank shall be entitled to all Renewable Energy Certificates (RECs) and any other tradable energy or environmental-related commodity produced by or associated with the System, including but not limited to greenhouse gas credits, emissions credits, tradable carbon credits, and all other types of tradable project-related commodities however named that are presently known or designated or created in the future.
 - 3.6 Contractor and Owner agree to install a revenue-grade meter and an approved web-based monitoring system on the System and maintain working connection with the Green Bank's monitoring platform for the useful life of the System.
 - 3.7 Contractor and Owner agree that the Green Bank shall have access to all data generated from the revenue-grade meter and monitoring system, either directly from the monitoring system or an Application-Programming Interface (API), for the useful life of the System. Contractor and Owner hereby authorize the Green Bank to access such data without their or any monitoring system vendor's prior authorization or approval.
 - 3.8 Contractor and Owner acknowledge that the Green Bank maintains the right to inspect all residential PV systems prior to disbursement of EPBB payment. Owner should make reasonable effort to coordinate with the Green Bank's Solar PV Inspector to allow inspection to take place.
 - 3.9 Contractor and Owner acknowledge that the Green Bank is a public agency for purposes of the Connecticut Freedom of Information Act (FOIA). Any material submitted to the Green Bank will be considered a public record and will be subject to disclosure under FOIA. Under Connecticut General Statute §1-210(b) and § 16-245n(d), FOIA includes exemptions for trade secret and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank. In no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.
 - 3.10 In consideration for your participation in the Residential Solar Photovoltaic Investment Program ("Program"), Owner does hereby disclaim, release and forever discharge the Green Bank, and its officers, board, and employees jointly and severally from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, which hereafter may be sustained by Owner for participating in the Program.
 - 3.11 Owner and Contractor affirm and acknowledge that, any Expected Performance Based Buydown (EPBB) from the Connecticut Green Bank paid to the Contractor will be applied as a payment towards the Total Contract Price on behalf of the Owner.
 - 3.12 Owner and Contractor agree that they will use their best efforts to obtain the EPBBs, if any, through reasonable means and best efforts. Owner agrees to provide Contractor with any and all information, documents and assents for satisfaction of all requirements by the Connecticut Green Bank.



ADDENDUM B to Part B: State Specific Terms Incorporated into the Agreement

3. If, and only if, the Premises is located in the State of New Hampshire, the following terms in this Addendum B, Section 1 apply and are hereby incorporated into this Agreement.
 - 3.1. Owner and Contractor agree that they will use their best efforts to obtain rebates, if any, through reasonable means and best efforts. Owner agrees to provide Contractor with any and all information, documents and assents for satisfaction of all requirements by the applicable rebate board or entity.
 - 3.2. Owner agrees and is responsible to pay or cause to be paid the Total Contract Price regardless of any solar rebates.



Part C: Warranties

New England Clean Energy Inc. Solar WARRANTIES

1. Defined Terms of Warranties and Guarantees:

- 1.1. "Owner" shall have the meaning it has in the Agreement.
- 1.2. "Premises" shall have the meaning it has in the Agreement.
- 1.3. "Contractor" shall have the meaning it has in the Agreement.
- 1.4. "System" shall have the meaning it has in the Agreement.
- 1.5. "Operational Date" shall be defined as the date on which the electricity utility service provider of Owner authorizes the Owner to energize or turn on the System.
- 1.6. "Warranty Start Date," shall be defined as the first day of the first month following the "Operational Date" of the System.
- 1.7. "Production Year" shall mean the twelve (12) months immediately preceding an annual anniversary of the Warranty Start Date.
- 1.8. "Actual Cumulative Production" shall mean the sum of the amounts of the electricity produced by the System during each of the Production Years since the Warranty Start Date.
 - 1.9. "Performance Based Incentive", for Premises located in the Commonwealth of Massachusetts, shall mean the applicable state program for which the Owner qualified, being either the arithmetic mean of the quarterly prices for Massachusetts Solar Renewable Energy Credits (225 CMR 14.00) as amended during the most recent Production Year or the applicable tier compensation rate for the Solar Massachusetts Renewable Target (SMART) Program (225 CMR 20.00) and for Premises located in the State of Rhode Island, provided the Owner has qualified, shall mean the arithmetic mean of Renewable Energy Growth program tariff created in 2014--Act H 7727 as amended for which the customer qualified.
- 1.10. "Monthly Price per Kilowatt Hour" shall mean the sum of the charges calculated as the product of the number of kilowatt hours of electricity received on an electricity bill received by the Owner during the Production Year divided by the number of kilowatt hours provided to the Owner during the same billing period.
- 1.11. "Annual Price per Kilowatt Hour" shall mean the total of each Monthly Price per Kilowatt Hour during the most recent twelve (12) months of the most recent Production Year divided twelve (12).
- 1.12. "Guaranteed Cumulative Production of Kilowatt-Hours" ("GCPkWh") shall mean the amount of energy set forth in the rightmost column of Part A Exhibit 2 attached hereto as Exhibit 2 of Part A and incorporated herein by reference and as amended pursuant to the terms of the Limited Performance Warranty for Monitored Systems, provided that Owner complies with the terms of this Limited Performance Warranty For Monitored Systems.
- 1.13. "Annual Production Shortfall" shall mean the difference between the Actual Cumulative Production and the Guaranteed Cumulative Production of Kilowatt-Hours ("GCPkWh") reduced by any lost electric production of the System during the Production Year for which Contractor is not liable, as provided below, in any Production Year in which the Actual Cumulative Production is less than the Guaranteed Cumulative Production of Kilowatt-Hours for that Production Year
- 1.14. "Warranty Period" shall mean the term of the warranties and guarantees outlined herein and as set forth in the first paragraph of Part A Exhibit 2 attached hereto as Exhibit 2 of Part A and incorporated herein by reference and as amended pursuant to the terms of the Warranties, Limited Defects Warranty, and Guarantees outlined below, provide that Owner complies with the terms of said warranties and guarantees.

2. LIMITATION ON WARRANTIES AND GUARANTEES: EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY ADDITIONAL WARRANTY OR GUARANTEE CONTACTOR PROVIDES, CONTRACTOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SYSTEM, INCLUDING ANY WARRANTIES OR GUARANTEES OF MERCHANTABILITY OR FITNESS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES AND GUARANTEES ARE EXPRESSLY DISCLAIMED. ANY AND ALL WARRANTIES AND GUARANTEES SHALL BE VOID IF OWNER IS DELINQUENT IN PAYMENTS UNDER THE ORIGINAL AGREEMENT FOR THE TURNKEY INSTALLATION OF A SOLAR ENERGY SYSTEM.

3. Warranties

- 3.1 **Roof Warranty.** New England Clean Energy Inc. warrants, for the Warranty Period starting on the Warranty Start Date, any damage to Owner's roof within a five (5) inch radius of any roof penetration made during System installation. Said Roof Warranty specifically excludes defects in roof installation and maintenance created by Owner or third-parties and failures or defects in materials installed by parties other than Contractor.
- 3.2 **Limited Performance Warranty For Monitored Systems.** For those Systems for which the Agreement for the Turnkey Installation of a Solar Energy System includes an online monitoring system and are connected to a direct, real-time internet connection, Contractor shall for the Warranty Period



starting on the Warranty Start Date, guarantee that the System will generate the GCPkWh, provided that Owner complies with the terms of this Limited Performance Warranty For Monitored Systems.

If at the end of any Production Year after the Warranty Start Date there is an Annual Production Shortfall, Contractor will, within one hundred eighty (180) days after the end of such Production Year, mail to Owner: 1) a payment equal to the product of the Annual Production Shortfall multiplied by the applicable sum of the Performance Based Incentive plus the Annual Price per Kilowatt Hour, and 2) an amended Part A Exhibit 2 that reduces the Guaranteed Cumulative Production of Kilowatt-Hours for each year after said Production Year by an amount exactly equal to the Annual Production Shortfall. SUCH PAYMENT TO OWNER WILL CONSTITUTE OWNER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PERFORMANCE OF THE SYSTEM AND ANY POWER GENERATION SHORTFALL.

For clarification purposes said calculation is illustrated below:

Example:
Payment due in any year in which there is an Annual Production Shortfall
 $= (\text{Annual Production Shortfall}) \times (\text{Annual Price per Kilowatt Hour} + \text{Performance Based Incentive})$

Annual Production Shortfall = 150 kilowatt hours
Annual Price per Kilowatt Hour = \$0.20 per kilowatt hour
Performance Based Incentive = \$0.10 per kilowatt hour

Payment due under this Limited Performance Warranty = 150 × (\$0.20 + \$0.10)
Payment due under this Limited Performance Warranty = \$45.00

Contractor shall not have liability under this Limited Performance Warranty For Monitored Systems for the electricity that could have been produced during a loss or interruption of the Internet connection to the New England Clean Energy Inc. monitoring system of seven (7) or more consecutive days or for the lost electricity production due to: (a) damage or destruction to the System not caused by Contractor ; (b) any failure or lost production not caused by a System defect; (c) theft of the System; (d) Force Majeure or damage caused by unforeseeable events, including but not limited to fire, flood, earthquake, storm, or severe and inclement weather; (e) loss, defects in, or interruption of electricity utility service; (f) growth of flora that overshadows or otherwise block the System's access to sunlight; (g) construction of buildings or structures that overshadow or otherwise block the System's access to sunlight; or (h) a breach by Owner of Owner's obligations under this Limited Performance Warranty For Monitored Systems. Contractor reserves the right to make repairs or upgrades to the System and in connection therewith to repair or replace parts of the System with new or used parts at Contractors sole election.

New England Clean Energy Inc. explicitly excludes and does not provide any Limited Performance Warranty for any System for which the Statement of Work does not include a monitoring system, installed either separately or as an integrated part of the system.

- 3.3 **Limited Defects Warranty.** Contractor warrants that, under normal use and service conditions, the System will be free from defects in workmanship until the earlier to occur of (i) the end of the Warranty Period following the Warranty Start Date, or (ii) the expiration of the manufacturer's warranty on any individual component used in the System, if any. This Limited Warranty specifically excludes claims on any component which does not have a manufacturer's warranty and is not a result of a defect in Contractor's workmanship. This Limited Warranty includes servicing manufacturers' warranties free of charge. If a covered defect is discovered, Contractor will, at no additional cost to Owner, provide such labor and materials as required to restore the System to its originally installed state, either with new or used materials. If Contractor finds a problem in the System that has not been caused by a defect in Contractor's workmanship, or if the problem is not an actual problem of the System (e.g. shade or un-authorized alterations to the System), Contractor reserves the right to charge Owner for any new parts and materials at the then retail market rate and labor services at an hourly rate basis for all services rendered by Contractor or its agents at the then current labor service rate and further that each labor service charge shall be billed at a minimum rate of two (2) hours. This Limited Warranty does not cover: power outages; force majeure; damage caused by unforeseeable events, including but not limited to fire, flood, earthquake, storm, severe and inclement weather, hurricane or other natural disaster, war, invasion, terrorist activity, government sanction, or failure of supplier to deliver, or normal wear and tear of the roof or other site of the System, sub-structure, siding, plumbing or electrical work not related to the System. This Limited Warranty does not cover any problems caused by improper maintenance of the System or any other improper action by any party other than Contractor.
- 3.4 **Transferability of Warranties.** Any remaining coverage under any and all of the Limited Performance Warranty For Monitored Systems and Limited Defects Warranty is transferable by Owner to any



subsequent new owner of the Premises, so long as that Owner notifies Contractor in writing of the intention to transfer the Premises and the applicable warranties, at least thirty (30) days prior to any said transfer of ownership in the Premises, and that all required endorsement documentation required by Contractor at that time is fully executed by Owner, new owner, and Contractor prior to said transfer of the Premises. Moreover, transferability of any one or all of the remaining coverage of said warranties is subject to payment of the then standard fee to Contractor from Owner for expenses relative to said transfer of these warranties. Said warranties may only be transferred once by Owner.