

## Energy Storage Service Summary



\$0

27 kWh

\$32,400.00

**Storage Deposit  
(Due Today)**

**Storage System Capacity**

**Storage Pre-Payment Amount  
(Contract Price Due on or prior  
to the System Start Date)**

- ✓ **Comprehensive Warranties:** *Long-term major parts and workmanship warranty coverage.*
- ✓ **Take Charge:** *You get attractive options to take possession of the Battery System along with all the warranties.*
- ✓ **Easy Move:** *You can simply transfer these agreements to anyone buying your property.*

|                                                                 |                                                           |                                                                            |
|-----------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------|
| PROVIDER: HDM Capital LLC                                       | SALESPERONS:                                              | INSTALLER: SolarSesame Inc                                                 |
| Address:<br>4142 Adams Ave, Ste 103-463, San<br>Diego, CA 92116 | Address:<br>23785 Cabot Blvd #<br>319, Hayward, CA, 94545 | Address:<br>23785 Cabot Blvd #<br>319, Hayward, CA, 94545                  |
| Tel: 1-800-836-5954<br>Email: customerservice@hdmcap.com        | Tel: +16506006522<br>Email:                               | Tel: +16506006522<br>State/County Contractor License:<br>1116168<br>Email: |



## 1. Introduction

You are entering into this Energy Storage Service Agreement ("Agreement") with HDM Capital, LLC (together with its successors and assigns, "HDM"). You represent that you are at least eighteen (18) years of age, that you are the owner of the property located at [REDACTED] ("Property"), and that your current utility is PG&E. You further represent that every person or entity with an ownership interest in the Property has agreed to be bound by this Agreement and is listed on the signature page of this Agreement.

You may contact HDM by e-mail at [customerservice@hdmcap.com](mailto:customerservice@hdmcap.com) or by telephone at 1-800-836-5954. HDM will arrange for the design, permitting, installation, testing, and activation of a battery storage system, which includes batteries ("Batteries"), a battery monitoring and control device, inverter, a transfer switch, together with "balance of system" components including disconnects, breakers, load centers, wires and conduit, among other parts (collectively, the "Battery System") to be located on the grounds of the Property. The Battery System is owned by HDM and will be installed at the Property by the installation contractor ("Installer") identified on an installation agreement between you and the Installer (the "Installation Agreement")

You agree to allow HDM and/or its contractors to maintain the Battery System on the grounds of the Property at all times following installation. During the Term, HDM agrees to provide you electric energy storage services from the Battery System under the terms and conditions contained in this Agreement and you agree to purchase electric energy storage services from the Battery System at the price and on the terms specified in this Agreement.

## 2. Battery System

- (a) During the Term, in consideration of your payment of the Storage Pre-Payment Amount, HDM will operate, maintain and monitor the Battery System to store electric energy that is delivered to the Battery System and to discharge stored electric energy as needed (the "Storage Services"), all in accordance with prudent utility practices for use at the Property ("HDM's Obligations") and in accordance with the terms and conditions of this Agreement. You agree not to interfere with HDM's operation of the Battery System in any manner and to use the Battery System only in a manner directed by HDM, including when to charge, discharge and keep the Battery System idle and the amount of capacity reserved for home backup, if applicable, by using profiles offered by the manufacturer and authorized by the manufacturer's warranty.
- (b) You acknowledge and agree that:
  - (i) The value and any savings you may receive from the Battery System will depend on the manner in which you use electricity at your property and the way you use the Battery System. For example, if you elect to have HDM operate the Battery System to reserve a substantial amount of storage for home backup, a smaller amount of storage will be available for daily optimization of using energy from the Battery System or using energy from your Utility.
  - (ii) Unless you purchase the Battery System pursuant to Section 8 hereof, HDM will own the Battery System and you will have no ownership interest in the Battery System. While the Battery System will be attached to the Property during the Term, it shall remain the personal property of HDM and shall not be considered for any purposes to be a "fixture" or otherwise a part of your Property. The Battery System will not be subject to any lien, security interest, claim, mortgage or deed of trust that may be imposed on or assessed against your interest in the Property, or any other property belonging to you. You will have no right to sell, give away, transfer, pledge, remove, relocate, alter, disconnect or tamper with the Battery System at any time as long as this Agreement remains in effect, even if HDM is in default of its obligations under this Agreement. As such, HDM will not apply a lien to your title for the Property. HDM will file a UCC-1, which confirms its ownership of the Battery System but is not a lien on your land or your dwelling.

- (iii) You agree to pay any applicable taxes related to this Agreement, including general excise, utility, or sales tax, provided, however, that HDM shall be responsible for tax on income it receives under this Agreement. If you exercise your purchase option rights under this Agreement, then you agree to pay any applicable tax, including transfer and property taxes, due on the purchase of the Battery System. You also agree to pay, as invoiced, any applicable personal property taxes on the Battery System that your local jurisdiction may levy. Unless the Battery System is exempt from personal property taxes in your state, the Storage Pre-Payment Amount listed on Page 1 includes personal property taxes in the amount indicated on Page 1 that will be collected with the Storage Pre-Payment and remitted by HDM. If you owe taxes not collected as part of the price of this Agreement, then HDM estimates that the basis for calculating the tax is equal to the Storage Pre-Payment Amount listed on Page 1, less the amount of taxes that may have been collected under the preceding sentence.

Accepted by (Initials):

- (iv) The parties intend this Agreement (including all Exhibits) to be a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986. The parties acknowledge and agree that for accounting and tax purposes, this Agreement is not and shall not be construed as a lease and, pursuant to Section 7701(e) of the Internal Revenue Code of 1986, this Agreement is and shall be treated by each party as a service contract for the sale of electric energy storage services from the Battery System. You will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electric energy storage services from the Battery System. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the parties. No party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- (v) You agree that the Battery System will be used primarily for household and general operating purposes, but not to heat a swimming pool.
- (c) HDM will be responsible for all costs and expenses related to performing HDM's Obligations. You agree that HDM has the authority and discretion to use the Installer or other contractors or agents to perform or assist HDM in performing HDM's Obligations.
- (d) The Battery System requires a broadband connection for software updates and to maintain the warranty.
- (e) You agree that you will not add any generator to your Property after installation of the Battery System without HDM's prior written consent. If you have a generator on your Property prior to the installation of the Battery System, you agree to keep the generator on a separate transfer switch from the Battery System, and observe such other requirements concerning the separation of the generator from the Battery System as HDM may separately provide you in writing.
- (f) You understand that some electrical circuits and appliances ("Loads") should not be backed up by use the Battery System. If you to provide back up power because these Loads may exceed the Battery System's capabilities that are described in the Battery System manufacturer's recommendations (product specifications (the "Maximum Load"), which HDM or the Installer may provide to you),. If you exceed the Maximum Load and the Battery System damaged and, then you will be responsible for such damage.
- (g) You agree not to back up any life-dependent or life-critical medical devices with the Battery System and you agree that you are solely responsible for any resulting liability or loss from such actions, which may include death or serious injury.

### 3. Performance Guarantee

- (a) The Battery System is covered by certain warranties issued by the manufacturer (the "Manufacturer's Warranty"). In addition, subject to the conditions set forth in this Section 3, HDM additionally guarantees (the "Capacity Guaranty" and such guaranteed capacity being the "Prepaid Capacity") that the Batteries

will have an energy capacity on the System Start Date (the "Original Capacity") that is no less than the "Storage System Capacity" indicated on the cover page and will retain no less than [60% of the Original Capacity through the earlier of the date that is ten (10) years after the System Start Date or the date on which the Batteries have completed 6,000 discharge cycles] (the "Warranty Period"). See Exhibit C for more information.

- (b) HDM shall measure and record the performance of the Battery System using a monitoring system that captures data on the electricity stored and discharged by the Battery System. You will have access to this data upon written request. In addition, within 60 days of the six-year anniversary of the System Start Date, HDM will calculate the energy capacity and number of discharge cycles of the Batteries as of such anniversary. If, as of the six-year anniversary prior to the end of the Warranty Period, the Capacity Guaranty has not been achieved, HDM shall compensate you at the market price of the difference between the actual energy capacity of the Batteries and the level of the Capacity Guaranty that was available for such prior period and will, in its sole discretion and as your sole remedy, promptly (i) repair the Batteries, (ii) replace the Batteries with an equivalent product, or (iii) compensate you at the market price of the difference between the actual energy capacity of the Batteries and the level of the Capacity Guaranty.
- (c) HDM will not be obligated to remedy a shortfall under the Capacity Guaranty, and the Capacity Guaranty shall be deemed void if any of the following occurs:
  - (i) abuse, misuse or negligence by the Customer; including, but not limited to, exceeding the Maximum Load;
  - (ii) any attempt by Customer to modify the Batteries or the Battery System, whether by physical means, programming or otherwise without HDM's express written consent;
  - (iii) removal, relocation or reinstallation of your Battery System by Customer at a location other than the original installation location without HDM's express written consent; or
  - (iv) any other act or omission by Customer that could void the Manufacturer's Warranty.
- (d) HDM will not be obligated to remedy a shortfall under the Capacity Guaranty if such Capacity Guaranty is not satisfied as a result of a force majeure or other acts of God such as storms, fires, floods, lightning, hurricanes and earthquakes, sabotage or destruction by a third party of the Battery System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute or any event declared a state of emergency the President of the United States or Governor of the state where the Battery System is located; provided if HDM receives insurance proceeds to replace or repair the value of the Battery System, then at its option HDM shall either repair or replace the Battery System or refund you the portion of the Storage Pre-Payment Amount relating to any reduction in the Prepaid Capacity.
- (e) HDM makes no other representation, warranty or guarantee of any kind regarding the Batteries or the Battery System's actual or expected capacity or performance, and **all implied warranties are hereby disclaimed**. HDM will not be obligated under any circumstances for special, punitive, or other damages or the increase in cost (if any) of electricity provided by a third party including your electric Utility.

#### 4. System Installation

- (a) The Battery System will be installed at the Property on behalf of HDM by the Installer pursuant to the Installation Agreement.

#### 5. Changes to the Agreement

- (a) Prior to payment by you of the Storage Pre-Payment Amount, the following conditions may change the expected costs and benefits of this Battery System to both you and HDM:
  - (i) Change to the design of the Battery System;
  - (ii) Change in the final rebate amount associated with installing the Battery System, any change in your applicable tariff (including any changes to net metering), or any other change in any self-generation incentive on which our pricing is based; and/or

(iii) Lack of availability of broadband service at the Property.

- (b) If any of these conditions occur prior to installation, HDM may choose to modify the terms of this Agreement or cancel the Agreement. If HDM chooses to modify the terms of this Agreement, then HDM will notify you in writing, and you will have five (5) business days to accept the modified terms or cancel this Agreement. If you do not respond to HDM within five (5) business days, then HDM may deem you to have canceled the Agreement.
- (c) You may choose to accept or reject changes under this Section 5 in writing or by e-mail.
- (d) If for a period of one hundred eighty (180) days from the effective date this Agreement, the Installer has not commenced installation of the Battery System and you have fulfilled all of your obligations under this Agreement and the Installation Agreement, then you may cancel this Agreement, as long as your Property was accessible and in a state fully ready to permit the installation of the Battery System. It is your obligation to exercise reasonable efforts to respond to the Installer in a timely manner on questions and requests for approvals and/or appointments related to the design and installation of the Battery System.

If you cause installation of the Battery System to be delayed in excess of thirty (30) days due to your unresponsiveness, then HDM may cancel this Agreement. HDM may also terminate this Agreement if in its reasonable judgment, the installation of the Battery System will not occur within 120 days of the effective date this Agreement is fully signed for reasons beyond HDM's reasonable control.

## **6. Conditions to Purchase and Sale of Storage Services**

- (a) As of the date the Battery System begins continuous operation ("System Start Date"), you must be taking service from the Standard Net Metering Service ("NEM") or an equivalent ("metering service to connect distributed energy resources ("DER") to the electricity grid ("DER Service") from your local utility ("Utility"). You agree that you will continue to take DER Service for as long as this Agreement is in effect. You agree to use the DER Service currently in effect for this Utility or, in the event that the DER Service is no longer in effect, you agree to use a substitute metering program as chosen by HDM. You agree to execute all documentation associated with DER Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of HDM, its affiliates, and/or the Utility, and you appoint HDM (including any Assignee) as your limited power of attorney specifically for this reason to execute any such replacement agreements.
- (b) You will be solely responsible for purchasing the energy that is needed to charge the Battery System, whether from a behind-the-meter solar system or from electricity delivered to the meter by the Utility. During the term of this Agreement, you should expect to purchase Supplemental Energy from the Utility. Depending on the terms of your NEMDER Service, the Utility will bill you either annually or monthly.
- (c) Energy stored in the batteries may not be available for immediate use and is subject to software constraints regarding minimum storage in addition to any Optimization Program (as defined on Exhibit B) that may dictate how and when the battery is discharged. You agree that HDM as the owner of Battery System may use the Battery System in an Optimization Program, including the export of stored energy to other systems outside of the Property, and such use of the Battery System is factored into the Storage Pre-Payment Amount in this Agreement and that no additional consideration from the Optimization Program shall be due to you during the Term except as provided in Exhibit B..

YOU UNDERSTAND AND AGREE THAT ANY AND ALL FEDERAL TAX CREDITS, DEPRECIATION BENEFITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES, OR ANY OTHER NON-ENERGY ATTRIBUTES OF THE BATTERY SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF HDM, USABLE AT ITS SOLE DISCRETION. HDM SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REASONABLY COOPERATE WITH HDM SO THAT IT MAY CLAIM ANY SUCH BENEFITS FROM THE BATTERY SYSTEM. THIS MAY INCLUDE, TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO

## 7. Billing and Payment

- (a) You will pay the amount of the Storage Pre-Payment Amount to HDM (which may be collected by the Installer) on or prior to the System Start Date. If you are approved for financing from a third party, then you will use the proceeds from the closing of your financing to pay the Storage Pre-Payment Amount. If you are denied financing by a third party, then you may pay the Storage Pre-Payment Amount by money order or a check drawn on a United States bank account, or you may terminate this Agreement by providing notice of rescission within three (3) business days of learning of the denial of financing.
- (b) During the Additional Term (if applicable), HDM will mail or e-mail you an invoice no later than ten (10) days after the end of each billing cycle. You agree to pay the amount specified in each invoice by the due date specified in such invoice. If HDM does not receive your payment by the due date on the invoice, then HDM may charge you the lesser of an administrative late fee of (i) one and a half (1.5%) percent per month on the portion of your balance that is more than thirty (30) days past due, or (ii) the maximum amount permitted under and subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature.

## 8. Purchase of the Battery System

- (a) You have the option to purchase the Battery System as follows:
  - (i) Within sixty (60) days following the sixth anniversary of the System Start Date (the "Sixth Anniversary");
  - (ii) Within thirty (30) days prior to selling your Property during the Initial Term; provided, that, this purchase option may not be exercised earlier than the Sixth Anniversary;
  - (iii) At the end of the Initial Term or any Additional Term, as applicable.
- (b) To purchase the Battery System pursuant to Section 8(a), you must deliver a written notice to HDM of your intent to purchase the Battery System at least ten (10) days (and not more than ninety (90) days) prior to your expected purchase date ("Purchase Notice"). Promptly upon receipt of your Purchase Notice, HDM will deliver to you a statement or invoice (the "Transfer Notice") specifying the purchase price for the Battery System and the projected Remaining Amount (as defined below) as of the Transfer Notice date. The closing of the purchase of the Battery System and your payment of the purchase price to HDM must occur no later than thirty (30) days after the date of the Transfer Notice.
- (c) If you elect to purchase the Battery System, the purchase price will be equal to the fair market value of the Battery System as of the time of purchase, as determined in good faith by HDM, and reasonably acceptable to you ("FMV"). HDM will prepare a valuation of the Battery System to determine the FMV. The valuation will take into account the Battery System's age, location, size, and other market characteristics such as equipment type and equipment operating, maintenance and service costs, the value of electricity in your area, and any applicable battery incentives. HDM will credit against the purchase price a dollar value representing that portion of the Storage Pre-Payment Amount corresponding to Prepaid Capacity yet to be delivered from the Battery System (the "Remaining Amount") up to but not exceeding the FMV. The Remaining Amount shall be calculated by multiplying the Storage Pre-Payment Amount by the percentage of time remaining in the Initial Term as of the expected purchase date. If the Remaining Amount is greater than the FMV, you may elect to revoke your Purchase Notice. The documents required to effect the transfer of the Battery System pursuant to this Section 8 will be included with the Transfer Notice.
- (d) Upon such transfer of the Battery System to you pursuant to this Section 8, this Agreement will automatically terminate including HDM's Obligations to insure, monitor, operate, and maintain the Battery

- (e) Neither your purchase of the Battery System nor any payments you make to HDM will affect your obligations under any financing. You will remain obligated to make all payments under your financing agreement until the related assessment or financing has been paid in full.

## 9. Administration Fee

- (a) An annual administration fee is required under this Agreement. The first six years of the administration fee are included as part of the Storage Pre-Payment Amount. If you do not elect to purchase the Battery System pursuant to Section 8(a)(i), an annual administration fee will be billed to you on first day of the month following the Sixth Anniversary and for each 12-month period thereafter until the Battery System is either (1) purchased pursuant to Section 8(a) or (2) the Term has expired pursuant to Section 11. The initial administrative fee will be determined by multiplying the size of the Battery System measured in kWh capacity by \$18.00. For example, if the size of the Battery System is 13.50 kWh capacity, the initial annual administration fee would be \$243.00. The fee will be due and fully-earned within sixty (60) days of each anniversary of the System Start Date, will be non-refundable and will escalate by 2.9% annually.

Accepted by (Initials):

- (b) If at any time during the Initial Term the manufacturer's warranty is voided due to charge and discharge profiles not authorized under the terms of such warranty, any breach of this Agreement by you or any other activity within your control that voids the manufacturer's warranty, HDM at its sole discretion may assess an additional administrative fee. In no case shall the additional administrative fee exceed the Remaining Amount as determined at such time.

## 10. Sale of Property and Assignment

- (a) If you sell the Property, you may assign this Agreement to the new owner, provided that the new owner first agrees in writing to be bound by all of the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, if you sell the Property prior the Sixth Anniversary, you must assign this Agreement to the new owner. Please contact HDM to obtain an assignment agreement. Please note that HDM charges a fee of two hundred fifty dollars (\$250.00) to cover its cost of facilitating the assignment of this Agreement. Whether or not this Agreement is assigned as contemplated in this Section 10(a), the right to receive the electricity from the Battery System, through this Agreement shall automatically be transferred with the title to the Property whether the title is transferred by voluntary sale, judicial or nonjudicial foreclosure, or by any other means. In the event of such a transfer without an assignment of this Agreement you will exercise your best efforts to obtain an assignment of this Agreement to the new owner of the Property as soon as possible.

Accepted by (Initials):

- (b) After the Sixth Anniversary, within sixty (60) days of entering into a contract to sell the Property, you will have the option to purchase the Battery System in accordance with Section 8.
- (c) If you sell or otherwise transfer your interest in the Property in violation of the provisions of this Agreement, then you will be deemed to have breached this Agreement, and HDM may exercise its rights under Section 18(a).
- (d) HDM may assign, lease, sublease, or transfer the Battery System and this Agreement along with all rights and obligations hereunder, including any warranty, guarantee or maintenance obligation, to any third party (each, an "Assignee"), without first giving notice to you or obtaining your consent, for any purpose, including, without limitation, collection of unpaid amounts, financing of the Battery System's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all

- (e) Neither HDM nor any assignee or other successor in interest to the ownership of the Battery System shall remove or permanently decommission the Battery System during the Term of this Agreement. HDM shall cause any instruments of assignment, succession or transfer of the Battery System to contain the foregoing covenant.
- (f) HDM warrants and covenants to you that no assignee, creditor, partner or owner of the Battery System has, as of the date of this Agreement or during the Term, the right to remove or permanently decommission the Battery System.

## 11. Term and Termination

- (a) You agree that this Agreement will only become effective when both you and HDM have signed the Agreement.
- (b) This Agreement will continue in effect until 10 years from the System Start Date ("Initial Term"). YOU UNDERSTAND AND ACKNOWLEDGE THAT THE TERM MAY BE SHORTER THAN THE TERM OR EXPECTED USEFUL LIFE OF ANY SOLAR SYSTEM THAT MAY BE USED TO CHARGE THE BATTERY SYSTEM, AND THAT NOT HAVING A BATTERY SYSTEM MAY NEGATIVELY IMPACT ANY SAVINGS YOU MAY OTHERWISE EXPECT TO RECEIVE FROM SUCH SOLAR SYSTEM.

Accepted by (Initials):

- (c) At the end of the Initial Term, or at the end of any Additional Term, you may purchase the Battery System in accordance with Section 8, or you may request to extend the Agreement for an additional one (1) year, or at your request, up to five additional one (1) year terms (each, an "Additional Term") by agreeing to purchase additional Storage Services from the Battery System at the rate then offered by HDM; provided that whether any Additional Terms are available to you and the rate to be applied shall be decided and approved by HDM in its sole discretion. If you have not purchased the Battery System or if the Initial Term or any Additional Term expires without extending to a new Additional Term, HDM may elect to operate the Battery System at the Property for a period of up to five (5) years ("Easement Period") and, for consideration previously provided, you will grant HDM an easement on the Property for this purpose. During the Easement Period the electricity stored and delivered by the Battery System is owned by HDM, and you will have no right, title, or interest to electricity nor the proceeds from its sale to any third party by HDM nor obligation to operate, maintain, and insure the Battery System.
- (d) This Agreement will terminate including HDM's Obligations to insure, monitor and maintain the Battery System upon the closing of your purchase of the Battery System pursuant to Section 8.
- (e) The Initial Term, Additional Term, and Easement Period, are collective referred to in this Agreement as the "Term."
- (f) If you have not purchased the Battery System, at the end of the Term, HDM will remove the Battery System at no cost to you and leave your Property in the same general condition that existed immediately prior to removal of the Battery System

## 12. Access, Maintenance and Repair

- (a) You agree to grant HDM, or its contractors (which may include the Installer), access to your Property for the purpose of operating, maintaining and testing the Battery System and performing HDM's Obligations. HDM agrees to give you reasonable notice when HDM needs to access your Property for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.
- (b) During the Term, HDM will operate, maintain, and monitor the Battery System provided you have not purchased the Battery System pursuant to Section 8. During the Term, HDM will be responsible for monitoring the Battery System and servicing the Battery System warranties.

- (c) During the Term, if you plan to move or temporarily disconnect the Battery System to allow for maintenance of and/or repair to the Property, then you agree, at your expense, to hire a contractor approved by HDM to perform this work. The Installer is approved to provide maintenance and repair of the Battery System unless HDM provides you notice that the Installer is no longer approved to perform work on the Battery System.
- (d) You agree to use your best efforts to provide a safe and secure work environment at your Property during the course of the Battery System's operation and maintenance.

### 13. Insurance

- (a) HDM agrees to carry insurance that covers all damage to and theft of HDM's Battery System. HDM agrees to provide you evidence of HDM's insurance policy for the Battery System upon request. HDM also carries commercial general liability insurance.
- (b) You agree to carry insurance that covers all damage to your Property and all damage to and theft of HDM's Battery System during the term of this Agreement, provided such damage was not caused by the gross negligence of HDM. You agree that HDM and its insurance provider have the right to subrogate any claim it may have for damage to and theft of HDM's Battery System to your insurance provider. You agree that you are responsible for contacting your insurance carrier and inquiring as to whether the installation of the Battery System or HDM's right to subrogate claims to your insurance provider will impact your existing coverage. If additional insurance is required to maintain your existing coverage, then you will be responsible for either (i) procuring and maintaining such insurance or (ii) the consequences of not procuring and maintaining such insurance. You agree to provide HDM with evidence of any such required insurance from time to time.
- (c) HDM requires its contractors performing Battery System maintenance to maintain insurance coverage as follows: workers compensation, subject to statutory limits; employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence; commercial general liability, in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars annual aggregate; commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million (\$1,000,000) dollars per accident; excess liability insurance with a limit of one million (\$1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and any other insurance required by applicable laws or regulations.

### 14. Limitations of Liability

- (a) HDM WILL BE LIABLE TO YOU AND ANY OTHER PERSON ONLY FOR DAMAGES OR LOSSES THAT ARE DIRECTLY ATTRIBUTABLE TO ITS BREACH OF THIS AGREEMENT, NEGLIGENCE OR WILLFUL MISCONDUCT. HDM'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE REMAINING AMOUNT, EXCEPT THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY IN THE CASE OF HDM'S FRAUD OR WILLFUL MISCONDUCT. TO THE FULLEST EXTENT ALLOWED BY LAW THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER CALIFORNIA'S LAWS, WHICH YOU SHOULD CONSULT. TO THE FULLEST EXTENT ALLOWED BY LAW HDM IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR LOSSES RELATING TO THIS AGREEMENT, IN TORT OR CONTRACT, INCLUDING ANY NEGLIGENCE OR OTHERWISE.
- (b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, HDM MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE BATTERY SYSTEM. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.
- (c) HDM DOES NOT WARRANT OR GUARANTEE THAT BATTERY BACKUP POWER WILL BE AVAILABLE WITHOUT INTERRUPTION DURING A UTILITY POWER OUTAGE.

- (d) HDM DOES NOT WARRANT OR GUARANTEE THAT ANY AVAILABLE BATTERY BACKUP POWER WILL BE ENOUGH POWER TO TURN OR MAINTAIN ANY SPECIFIC ELECTRICAL LOADS ON THE PROPERTY DURING A UTILITY POWER OUTAGE.

## 15. Resolution of Disputes

- (a) You agree that to expedite the resolution of and to control the costs of disputes, resolution of any dispute relating to this Agreement ("Dispute"), will be resolved according to the procedure set forth in this Section 15.
- (b) Unless otherwise agreed in writing, HDM and you agree to continue to perform each party's respective obligations under this Agreement during the course of the resolution of the Dispute.
- (c) You and HDM agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of Dispute to the address on the first page of this Agreement, and HDM will send a written notice of Dispute to your billing address. If you and HDM do not reach an informal agreement to resolve the Dispute within forty-five (45) days after the notice of Dispute is received, you or HDM may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the forty-five (45) days during which the parties try to informally resolve any Dispute.
- (d) If HDM and you cannot resolve the Dispute informally, the Dispute will be resolved by binding arbitration. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. This agreement to arbitrate Disputes is governed by the Federal Arbitration Act ("FAA"). The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated ("JAMS Rules") and under the rules set forth in this Agreement. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern.
- (e) CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR HDM MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- (f) You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If you decide to initiate arbitration against HDM, HDM will pay the costs for initiating the arbitration proceedings up to \$500.00 in total. If HDM decides to initiate arbitration, HDM will be required to pay the costs associated with initiating the arbitration proceeding. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration hearing will take place in the federal judicial district of your residence, unless you and HDM agree to another location in writing. In order to initiate arbitration proceedings, you or HDM must take the following actions:
- (i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at [www.jamsadr.com](http://www.jamsadr.com).
  - (ii) Send three copies of the demand for arbitration to the current JAMS location in San Francisco, California.
  - (iii) Send one copy of the demand for arbitration to the other party.
- (g) In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction.
- (h) You and HDM agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and HDM's principal executive office, as applicable.

Accepted by (Initials):

## 16. Force Majeure

- (a) Neither you nor HDM will be in default of this Agreement for any delay or failure in the performance under this Agreement (including any obligation to deliver electric energy from the Battery System) if the delay or failure is due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the Battery System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute or any event declared a state of emergency the President of the United States or Governor of the state where the Battery System is located. Force Majeure does not include economic hardship of either you or HDM, a power grid failure (except if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.
- (b) Force Majeure cannot be attributable to fault or negligence on the part of the party claiming Force Majeure and must be caused by things beyond that party's reasonable control. Additionally, the party claiming Force Majeure must have taken reasonable technical and commercial precautions to prevent the negative impact of the event.
- (c) In order to claim Force Majeure as a reason for non-performance, you or HDM must give notice to the other party of the Force Majeure within fourteen (14) days of the occurrence of the Force Majeure and estimate how long it will last and what the potential impact is on the Agreement. The party claiming Force Majeure must (i) make reasonable attempts to continue to perform under the Agreement, (ii) quickly take action to correct the problem caused by the Force Majeure, and (iii) make reasonable efforts to limit damage to the other party. Finally, the party claiming Force Majeure must notify the other party when the Force Majeure event ends and performance will resume as contemplated in this Agreement.

## 17. Your Remedies

- (a) In addition to any other remedies you have under this Agreement if HDM prior to an assignment under Section 10(d) and thereafter, its Assignee (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days after you provide notice of such failure to HDM (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the right to terminate this Agreement, purchase the Battery System as set forth in Section 8(a), and/or use any other remedy available to you in this Agreement or granted by law or equity.
- (b) HDM agrees that, if (A) HDM (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), and (B) you elect to exercise the purchase option granted pursuant to Section 8(a), then you also shall be entitled to liquidated damages in an amount equal to the difference between (x) the price at which the Battery System may be purchased pursuant to Section 8 hereof, and (y) the value of the Remaining Amount at the time you exercise such purchase option. Such liquidated damages payable to you pursuant to this Section 17(b) shall be taken into account and credited against the amount payable by you to acquire the Battery System.

## 18. HDM's Rights and Remedies

- (a) If you (i) fail to perform a material obligation under the Agreement, and you do not correct the failure within one hundred twenty (120) days, (ii) make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or (iii) vacate or abandon the Property, you shall be deemed in default of this Agreement.
- (b) If you (i) terminate this Agreement without also purchasing the Battery System or (ii) are deemed in default of this Agreement, HDM shall, subject to any cure rights provided herein, have the right to

terminate this Agreement, remove the Battery System from the Property, and/or use any other remedy available to HDM in this Agreement or granted by law or equity; provided, however, that as long as any outstanding balance remains on your financing, if any, HDM shall not have the right remove or restrict delivery of electricity to you from the Battery System.

## 19. Exclusions

- (a) This Agreement does not include an obligation by HDM or any of its agents, subcontractors or representatives to: (i) remove or dispose of any hazardous substances, including asbestos, that exist on the Property; (ii) repair or improve the construction of the roof or the Property to support the Battery System, including ground stability for ground-mounted systems; (iii) install or repair a fence; (iv) remove or replace existing rot, rust, or insect infested structures; (v) provide structural framing for any part of the Property; (vi) pay for or correct construction errors, omissions and deficiencies by you or your contractors, including, but not limited to, repairs require for your Property to comply with local building codes; (vii) pay for, remove or remediate mold, fungus, mildew, or organic pathogens; (viii) upgrade your existing electrical service; (ix) install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the Battery System installation; (x) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the Battery System; (xi) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors, or additional drawings required); (xii) paint electrical boxes or conduit at the Property; (xiii) upgrades for utility access, such as special locks or 24-hour access gates; (xiv) pay for the review, permitting or fees required by your Homeowners Association or "HOA"; (xv) any studies or permitting beyond a basic building permit; (xvi) professional engineering or architecture services; (xvii) removal of trees or other vegetation; and (xviii) move items unassociated with the Battery System around the Property.

## 20. Miscellaneous

- (a) You agree that this Agreement constitutes the entire agreement between you and HDM. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.
- (b) This Agreement shall be interpreted in accordance with and governed by the laws of the State of California, without regard to the conflict of laws principles thereof.
- (c) You agree that HDM has the right to obtain photographic images of the Battery System and the Property, and to use such photographic images for internal and quality control purposes. HDM will not use photographic images of the Battery System or the Property in its marketing and promotional materials without first obtaining your express written approval.
- (d) This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.
- (e) Any notice or other communication to be made hereunder, even if otherwise required to be in writing under other provisions of this Agreement or any other documents or agreements that have been provided to you in connection with this Agreement, may alternatively be made in an electronic record transmitted electronically to the electronic addresses provided by you. Any notice or other communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.
- (f) This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

## 21. Notice Regarding Payment and Performance Bonds

You have the right to require your contractor to have a performance and payment bond.

## 22. NOTICE OF RIGHT TO CANCEL

**YOU, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE 4th BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION OR MIDNIGHT OF THE 9TH CALENDAR DAY FROM 2026-07-28 WHICHEVER IS LATER. ANY DEPOSIT PAID WILL BE REFUNDED. YOU MAY SEND THIS NOTICE VIA MAIL OR EMAIL. SEE EXHIBIT A, NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.**

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

Accepted by (Initials):

—

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.**

HDM AND/OR ITS AFFILIATES

[CUSTOMER NAME – PRIMARY]

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Account Email:

Date:

Date:

[CUSTOMER NAME – SECONDARY]

Signature:

Printed Name:

Account Email:

Date:

[OTHER OWNERS OF RECORD TO BE LISTED HERE  
FOR SIGNATURE

**EXHIBIT B**  
**NOTICE OF CANCELLATION**

**DATE:2026-07-28**  
**(Enter date of transaction)**

You may CANCEL this transaction, without any Penalty or Obligation, within FOUR BUSINESS DAYS from the above date and before the Battery System is installed, whichever is later.

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

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

If you do make the goods available to the seller and the seller does not pick them up within 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, email, send a telegram, or deliver a signed and dated copy of this Cancellation Notice or any other written notice to HDM at HDM Renewable Finance, 4142 Adams Ave, Ste 103-463, San Diego, CA 92116 or [CONTACTUS@HDMCAP.COM](mailto:CONTACTUS@HDMCAP.COM). NOT LATER THAN MIDNIGHT on the date indicated in the first paragraph above.

I HEREBY CANCEL THIS TRANSACTION.

DATE:

CUSTOMER SIGNATURE:

**DUPLICATE COPY**

**NOTICE OF CANCELLATION**

**DATE:2026-07-28**  
**(Enter date of transaction)**

You may CANCEL this transaction, without any Penalty or Obligation, within FOUR BUSINESS DAYS from the above date and before the Battery System is installed, whichever is later.

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

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

If you do make the goods available to the seller and the seller does not pick them up within 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, email, send a telegram, or deliver a signed and dated copy of this Cancellation Notice or any other written notice to HDM at HDM Renewable Finance, 4142 Adams Ave, Ste 103-463, San Diego, CA 92116 or [CONTACTUS@HDMCAP.COM](mailto:CONTACTUS@HDMCAP.COM). NOT LATER THAN MIDNIGHT on the date indicated in the first paragraph above.

**I HEREBY CANCEL THIS TRANSACTION.**

DATE:

CUSTOMER SIGNATURE:

## EXHIBIT B OPTIMIZATION SERVICES

The Battery System may qualify for participation in one or more energy storage programs, including government technology rebates, performance incentives, utility demand response programs or other bill management opportunities ("Optimization Programs"). In each of these Optimization Programs, a portion of the energy stored in the Battery System may be sent back into your local electrical grid to improve its efficiency and/or reliability. HDM shall reimburse for the any expense incurred by you due to the use of the Battery System and in an Optimization Program.

Additionally, HDM will:

1. Make changes to your rate tariff, the Battery System's interconnection, or other modifications needed to participate in any Optimization Program, without negatively impacting your total energy costs.
2. Use energy usage or billing data collected by this service only as authorized by our data privacy policy.
3. Ensure the backup reserve for backup power is maintained per your agreement.
4. Notify you of any changes to the terms in your customer documents and enrolled program details.

HDM may enroll the System in one or more Optimization Programs if and when it becomes eligible to do so in your location. HDM will fully control and optimize the Battery System's activities to generate incremental savings and value, which are solely the property of HDM. This will not affect our obligations in the Agreement.

For the Optimization Programs in which HDM enrolls or un-enrolls the System, HDM will notify you of

- 1) how your System may be affected;
- 2) if applicable, then how you will be reimbursed;
- 3) the expected participation duration;
- 4) the program partners; and
- 5) any additional authorizations or advanced partnership HDM needs from you to participate.

You grant HDM (including any Assignee) a limited power of attorney to act in the following capacities:

- 1) To act as your sole demand response provider, energy services provider, or equivalent agent, consultant or aggregation partner for your respective utility and grid operator.
- 2) To request and receive utility billing records, billing history (including tariff changes, surcharges, riders, etc.) and all meter usage data used for bill calculation for all of your service account(s) associated with the Battery System and, if applicable a solar system located at your property, as specified herein, that may be furnished by the Utility or other energy service providers, for the duration of this agreement.
- 3) Participation in utility demand response programs without HDM may affect your eligibility to participate in Optimization Programs with HDM. In such cases, HDM will exercise sole discretion over which other utility programs you may participate and assist in unenrolling you if necessary.

You agree to not use any of the following devices to generate electricity at your home or participate in utility or grid operator demand response programs:

- 1) Portable or standby gas- or fuel-fired generator(s)
- 2) Energy generation, control, or management devices (e.g., a 'smart' water heater) not approved and/or managed by HDM.

**EXHIBIT C****ESTIMATED ANNUAL DEGRADATION TOWARD  
GUARANTEED SYSTEM CAPACITY**

| <b>(1)<br/>Contract<br/>Year</b> | <b>(2)<br/>Estimated<br/>Cycles*</b> | <b>(3)<br/>Estimated Storage<br/>System Capacity%</b> |
|----------------------------------|--------------------------------------|-------------------------------------------------------|
| <b>1</b>                         | <b>365</b>                           | <b>90%</b>                                            |
| <b>2</b>                         | <b>365</b>                           | <b>84%</b>                                            |
| <b>3</b>                         | <b>365</b>                           | <b>81%</b>                                            |
| <b>4</b>                         | <b>365</b>                           | <b>78%</b>                                            |
| <b>5</b>                         | <b>365</b>                           | <b>75%</b>                                            |
| <b>6</b>                         | <b>365</b>                           | <b>72%</b>                                            |
| <b>7</b>                         | <b>365</b>                           | <b>69%</b>                                            |
| <b>8</b>                         | <b>365</b>                           | <b>66%</b>                                            |
| <b>9</b>                         | <b>365</b>                           | <b>63%</b>                                            |
| <b>10</b>                        | <b>365</b>                           | <b>60%</b>                                            |

A "Contract Year" is period following the System Start Date \*Estimated cycles will vary significantly given individual homeowner preferences

# Energy Storage Service Agreement DISCLOSURE

This disclosure is designed to help you understand the terms and costs of your service agreement for a battery system ("System"). It is not a substitute for the energy storage service agreement ("ESSA") and other documents associated with this transaction. All information presented below is subject to the terms of your ESSA.

Read all documents carefully so you fully understand the transaction.  
For more information on being a smart consumer visit [www.seia.org/consumers](http://www.seia.org/consumers).

| <b>PROVIDER: HDM Capital LLC</b><br><br><u>Address: 4142 Adams Ave, Ste 103-463, San Diego, CA 92116</u><br><br><u>Tel.: 1-800-836-5954</u><br>License # (if applicable):<br><u>Email: <a href="mailto:customerservice@hdmcap.com">customerservice@hdmcap.com</a></u>                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>INSTALLER: SolarSesame Inc</b><br><br>Address: 23785 Cabot Blvd # 319, Hayward, CA, 94545<br><br>Tel.: +16506006522<br><br>State/County Contractor License:<br><br>Email: [REDACTED]                                                                             | <b>WARRANTY/MAINTENANCE PROVIDER:</b><br>(If Different from Installer or Provider):<br><br><u>Address:</u><br><br><u>Tel.:</u><br><u>License # (If applicable)</u><br><u>Email:</u>                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CUSTOMER:</b><br><u>Customer ID:</u><br><br>System Installation Address: [REDACTED]<br>Mailing Address: 990 Juliet Ave, San Jose, CA, 95127<br><br>YOU ARE ENTERING INTO AN ENERGY STORAGE SERVICE AGREEMENT, NOT TO PURCHASE THE SYSTEM. YOU WILL NOT OWN THE SYSTEM INSTALLED ON YOUR PROPERTY UNLESS YOU EXERCISE THE PURCHASE OPTION.                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Energy Service Rate & Term (A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Amount Due Up-Front (B)                                                                                                                                                                                                                                             | Other Possible Charges (C)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/> Your initial rate per kilowatt-hour (kWh) for the electricity stored is \$ . Your monthly payments will be the amount of energy the System [stores] times the above rate.<br><input type="checkbox"/> You have a fixed monthly payment ESSA. Your monthly payment during the first year of the ESSA is .<br><br><input checked="" type="checkbox"/> You are prepaying for a fixed amount of usage under this ESSA<br><input type="checkbox"/> Your electricity rate is subject to other factors. See Box O for more information.<br><br>The initial term of ESSA is estimated to be: <input checked="" type="checkbox"/> 10 Years<br><input type="checkbox"/> Months | Amount you owe at ESSA signing:<br><br>\$0<br><br>Amount you owe at the commencement of installation:<br><br>(Includes sales tax)<br><br>Amount you owe at the completion of installation:<br><br>\$0<br><br>Total up-front payments you owe:<br><br>\$ \$32,400.00 | Other charges you may have to pay under your ESSA:<br><br><u>Late Charge:</u><br><input type="checkbox"/> If a payment is more than days late, you will be charged \$<br><u>OR</u><br><input checked="" type="checkbox"/> Late payments accrue interest at 1.5% monthly not to exceed the maximum allowable by law<br><br><u>Estimated System Removal Fee: \$0</u><br><br><u>UCC Notice Removal and Re-filing Fee:</u><br>If you refinance your mortgage, you may have to pay \$0<br><br><u>Returned Checks:</u> |

|                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> None<br><input type="checkbox"/> |  | <p>if any check or withdrawal right is returned or refused by your bank you may be charged: \$25</p> <p>(or a lower amount if required by law)</p> <p><u>Non-Connection to Internet:</u> If you do not maintain a high-speed internet connection, you will be charged a monthly fee of</p> <p>\$0 and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. See <u>Box J</u></p> <p><u>Other:</u> You may be charged \$      for</p> |
|----------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Site & Design Assumptions for your ESSA(D)

- The stated capacity of the storage system is 27 kWh.
- System ☒ WILL ☐ WILL NOT be connected to the electric grid

#### Security Filings (E)

Provider ☐ WILL ☒ WILL NOT place a lien on your home as part of entering the ESSA.

Provider ☒ WILL ☐ WILL NOT file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing providing notice that Provider owns the System, but is not a lien on your land or your d.

#### System Maintenance & Repairs (F)

"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance ☒ IS ☐ IS NOT included for 10 years by Provider(e.g., Installer, Maintenance Provider).

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

Please review your ESSA for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

#### Transferring Your ESSA and Selling Your Home (H)

If you sell your home, you ☒ MAY ☐ MAY NOT transfer the ESSA to the purchaser(s) of your home. If you may transfer the ESSA, the transfer will be subject to the following conditions:

- |                                                                         |                                                           |
|-------------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Credit check on the purchaser(s)               |                                                           |
| <input type="checkbox"/> Minimum FICO score requirement:                | <input checked="" type="checkbox"/> Transfer fee of \$250 |
| <input checked="" type="checkbox"/> Assumption of ESSA, by purchaser(s) |                                                           |
| <input type="checkbox"/> Other                                          |                                                           |

If you sell your home, you ☐ ARE ☒ ARE NOT permitted to move the System to a new home.

You may also have the options to purchase the System or prepay some or all of the ESSA balance as part of or prior to a transfer.

#### Transfer of Obligations by Provider (I)

The ESSA may be assigned, sold or transferred by Provider without your consent to a third-party that will be bound to all the terms of the

**System Guarantee (J)**

In terms of your full System, Provider is providing you with a:

- ☒ System performance or electricity production guarantee
- ☐ Other type of System guarantee
- ☐ No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

**Utility and Electricity Usage/Savings Assumptions (K)**

UTILITY RATES AND UTILITY RATE STRUCTURES ARE SUBJECT TO CHANGE. THESE CHANGES CANNOT BE ACCURATELY PREDICTED. PROJECTED SAVINGS FROM YOUR DISTRIBUTED ENERGY SYSTEM ARE THEREFORE SUBJECT TO CHANGE. TAX INCENTIVES ARE SUBJECT TO CHANGE OR TERMINATION BY EXECUTIVE, LEGISLATIVE, OR REGULATORY ACTION

Accepted by (Initials):

You ☒ HAVE ☐ HAVE NOT been provided with a savings estimate ("Estimate") based on your ESSA.

If you HAVE been provided with an Estimate, Provider provides the following:  
Provider ☐ IS ☒ IS NOT guaranteeing these savings.

[CUSTOMER NAME – PRIMARY]

Signature:  
  
Printed Name:  
  
Account Email:  
  
Date:

[CUSTOMER NAME – SECONDARY]

Signature: \_  
  
Printed Name: \_  
  
Account Email: \_  
  
Date: \_

**Individual Completing this Form:**

|                             |             |                          |                  |
|-----------------------------|-------------|--------------------------|------------------|
| Name:                       | <div></div> | Signature:               |                  |
| Title: Sales Representative |             | Company: SolarSesame Inc | Date: 2026-07-28 |