



## FULFILLMENT WITH DVINCI (FWD) AGREEMENT

THIS FULFILLMENT WITH DVINCI AGREEMENT (the “Agreement” or “FWD”) is made as of the [ ] day of [ ], 20\_\_ (“Effective Date”), by and between Dvinci Energy, Inc, a Delaware corporation (“Dvinci”), and [ ], a [ ] corporation (“Fulfillment Partner”). Dvinci and Fulfillment Partner may be referred to herein in the singular as “Party” or jointly as “Parties”.

### RECITALS

WHEREAS, Dvinci is in the business of marketing and selling solar photovoltaic systems, energy storage, energy management and related products to residential customers (each, a “Solar Installation”);

WHEREAS, Fulfillment Partner is in the business of installing and fulfilling Solar Installations for the benefit of residential customers either directly or as a subcontractor; and

WHEREAS, Dvinci makes available proprietary software to its installation and fulfillment partners to facilitate the purchasing experience of Solar Installations by residential customers;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed:

### ARTICLE 1 –DEFINITIONS

1.1 The Parties hereby agree that capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings assigned below:

“Authorized Parties” means Fulfillment Partner’s Personnel authorized to access and use the Dvinci Platform or other Dvinci Technology in accordance with Dvinci’s policies and procedures and security controls.

“Business Day” means any day on which Federal Reserve member banks in Boston, Massachusetts are open for business.

“Claims” means all claims, judgments, settlements, losses, damages, demands, suits, causes of action, liabilities, fines, penalties, costs and expenses (including, without limitation, court costs, attorneys’ fees, and other reasonable costs of suit or dispute resolution) including potential or threatened claims, judgments, settlements, losses, damages, demands, suits, causes of action, penalties, costs and expenses, court costs, attorneys’ fees, and other reasonable costs of suit or dispute resolution.

“Completed Deal” shall mean the Sale of a Solar Installation pursuant to a duly executed and delivered Customer Agreement.

“Confidential Information” means a Party’s business or technical information, including training materials, information relating to software plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as “confidential” or “proprietary” or the receiving party knows or should reasonably know is confidential or proprietary in light of the nature of the information or the circumstances of its disclosure, and the terms, conditions and pricing of this Agreement (but not its existence or the identities of the Parties). Dvinci’s “Confidential Information” includes (a) the Dvinci Platform and other Dvinci Technology, and any

improvements, modifications or extensions made to the foregoing and (b) all data, materials and other information relating thereto or to the Work. “Confidential Information” will not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other Party; (b) was known to a Party prior to its disclosure by the other party without breach of any obligation owed to the other party, as evidenced by contemporaneous written records; (c) was independently developed by a Party without breach of any obligation owed to the other Party, as evidenced by contemporaneous written records; or (d) is received from a third party without breach of any obligation owed to the other Party.

“Customer” is the Person who owns or controls the Customer Site and executes a Customer Agreement, which shall include homebuilders and developers of a single Customer Site or multiple Customer Sites.

“Customer Agreement” means the agreement between Customer and Dvinci for the sale and installation of a Solar Installation at the applicable Customer Site.

“Customer Site(s)” means the residential property(ies) owned, controlled or developed by the Customer where a Solar Installation will be installed.

“Documentation” means Dvinci’s electronic user manual for the Dvinci Platform and other Dvinci Technology, which may be updated by Dvinci from time to time.

“Dvinci Platform” means the web or other application that Dvinci makes available to its installation and fulfillment providers, including Fulfillment Partner, to facilitate this Agreement and business activities with Dvinci, including any ancillary services related thereto.

“Dvinci Technology” means the Dvinci Platform or any other Dvinci Tool or technology made available to Fulfillment Partner in connection with this Agreement.

“Dvinci Tool” means a web, software or other services or tools made available by Dvinci to Fulfillment Partner.

“Exhibit” means each exhibit referenced in and attached to this Agreement.

“Financing Partner” means the consumer loan product financier(s) with whom Dvinci works from time to time for the purpose of offering consumers loan products to finance Solar Installations.

“Financing Portal” means the web application that Dvinci makes available to its partners, including Fulfillment Partner, to facilitate the procurement of Solar Installation financing for potential Customers.

“Force Majeure Event” means acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of a Solar Installation, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute, deterioration of financial markets or other causes beyond the affected Party’s reasonable control.

“Governmental Authority” means any governmental, administrative or municipal authority, including any ministry, department, municipality, instrumentality, agency or commission under direct or indirect control of any city, county, state or Federal government, or governmental entity with jurisdiction over the applicable Solar Installation or any part of the Work wherever such components of the Work may be located.

“Governmental Authorizations” means all permits, consents, decisions, licenses, approvals, certificates, confirmations or exemptions from, and all applications and notices filed with or required by, any



Governmental Authority that are necessary for the performance of the Work or any other obligation of either Party pursuant to this Agreement.

“Install Complete Approved” means with respect to a Solar Installation (i) completion of all Work necessary to allow the testing of a Solar Installation; and (ii) test results confirming that the equipment associated with the Work performs to the technical specifications set forth in the Customer Agreement and to the manufacturer’s specifications and standards; but has not received Permission to Operate.

“Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Law” means at any time, with respect to any jurisdiction, the laws of such jurisdiction which are in effect at such time, including: any statute, common or constitutional law (whether national, federal, state, provincial or municipal) and any ordinances, codes, regulations or standard made or established thereunder; any bulletins, policies, published practices or guidelines (including interpretations thereof) of any Governmental Authority; any Governmental Authorizations; and any final decree, judgment or order of a court of competent jurisdiction; pertaining to (i) the marketing of Solar Installations (including any marketing activities that involve direct marketing, canvassing, tele-marketing, robo-calling and the impact of no call lists and registries), (ii) the installation of Solar Installations, (iii) the interconnection of Solar Installations to any public utility grid, (iv) the financial disclosure requirements related to instalment sales and leasing and (v) the activities of the Parties under this Agreement.

“Lien” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, right of retention, charge or other encumbrance of any kind, or any conditional sale contract, title retention contract or other agreement to give any of the foregoing.

“Fulfillment Partner Content” means the electronic data and other content submitted by Fulfillment Partner or Authorized Parties to the Dvinci Platform or other Dvinci Technology.

“Permission to Operate” means a letter or other communication from the applicable Utility granting permission to interconnect a Solar Installation and operate it in parallel with the applicable public utility grid.

“Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization, association or Governmental Authority.

“Personnel” means the employees, agents, contractors, Subcontractors and other parties that a Party may engage to perform its obligations under this Agreement.

“Sale” means with respect to a Solar Installation that Dvinci has the following documents completed by the Customer: (a) Customer signed Customer Agreement; (b) Customer signed Financing Agreement (if applicable); (c) Completed Home Owners Association authorization and documentation (if applicable).

“Subcontractor” means a person or entity directly or indirectly engaged by a Party for the performance or provision or the fulfillment, in whole or in part, of any obligation undertaken by such Party in connection with this Agreement.

“Territory” means the territories set forth in the attached Exhibit B: Territories or otherwise agreed in writing by the Parties.



“Unauthorized Product” means any service or product not offered for sale by and through Dvinci that is provided by or on behalf of Installation Partner to any Customer.

“Utility” means the operator of the public or private utility grid to which a Solar Installation is being interconnected.

“Work” means the performance of all activities necessary to design, engineer, procure, install, construct, test and commission a Solar Installation. “Work” expressly excludes the marketing and sale of Solar Installations to Customers.

## ARTICLE 2 – RELATIONSHIP BETWEEN THE PARTIES

2.1 Fulfillment Partner’s relationship with Dvinci shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties; and the Parties shall at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder. Fulfillment Partner (and its Personnel) shall not be entitled to any of the welfare benefit plans that Dvinci may make available to its employees, such as group health, life, disability or worker’s compensation insurance, profit-sharing or retirement benefits, and Dvinci shall not withhold or make payments or contributions therefor or obtain such protection for Fulfillment Partner or its Personnel. Fulfillment Partner shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Fulfillment Partner’s performance of services and receipt of fees under this Agreement.

2.2 Each Party may engage Subcontractors to perform its obligations under this Agreement; provided that Fulfillment Partner may not engage Subcontractors to perform its obligations under this Agreement without the prior written approval of Dvinci in each instance. No contractual relationship shall exist between Dvinci and any Fulfillment Partner Subcontractor. No Fulfillment Partner Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement. Fulfillment Partner shall be responsible for the works, services, and materials and the acts, defaults and neglects of any Subcontractor, its agents or employees to the same extent as if they were Fulfillment Partner’s own or those of Fulfillment Partner’s Personnel. Fulfillment Partner shall have appropriate controls in place, including the monitoring of its Subcontractors’ performance, to ensure full compliance with all of Fulfillment Partner’s responsibilities under this Agreement.

2.3 Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by e-mail, with electronic confirmation of receipt by the recipient; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a reputable private industry express courier, with written confirmation of receipt. All notices shall be sent to the address or e-mail address set forth below (or to such other address, e-mail address or person as may be designated by a party by giving written notice to the other party pursuant to this Section).

If to Dvinci:

Dvinci Energy, Inc  
Attn: Walid Halty



209 West Central St. Suite 301  
Natick, MA 01760  
Email: [whalty@dvinci.co](mailto:whalty@dvinci.co)

If to the Fulfillment Partner:

\_\_\_\_\_  
Attn:

\_\_\_\_\_  
Email:

### ARTICLE 3 – FULFILLMENT PARTNER SERVICES AND OBLIGATIONS

3.1 Fulfillment Partner will perform Solar Installation(s) within the applicable Territories in accordance with this Agreement, including all Exhibits attached to this Agreement as such Exhibits may be updated from time to time, for Solar Installations designated by Dvinci. Fulfillment Partner shall render the services set forth in Section 3.2 below (the “Fulfillment Partner Services”) in a timely and professional manner consistent with industry standards and the Law, by the designated completion date(s), if any (or within sixty (60) days of the Customer Agreement if not otherwise stated), and in accordance with this Agreement (including all Exhibits) and the applicable Customer Agreement. If any services, functions or responsibilities not specifically described in this Agreement are required for the proper performance and provision of the Fulfillment Partner Services, they shall be deemed to be included within the scope of Fulfillment Partner Services to the same extent as if specifically described in this Agreement.

3.2 Services to be provided by Fulfillment Partner include:

(a) Fulfillment Partner and its Personnel shall provide full turn-key engineering, procurement, construction, site surveys, permit paperwork submissions, and coordination with utility companies or any other parties involved in the completion of an installation of Solar Installations on behalf of Dvinci in the applicable Territories in accordance with this Agreement, including the timelines specified in Exhibit F. Whenever required by applicable Law, Fulfillment Partner agrees to retain the services of licensed personnel in the performance of the installation of Solar Installations.

(b) Prior to the completion of a Solar Installation for a Customer and Dvinci, Fulfillment Partner shall:

- (i) Submit Customer Site information and any required information by finance companies, local jurisdictions, or Homeowner associations to the Dvinci Platform so that all required documentation is submitted to respective parties in a timely manner;
- (ii) Offer at least one site survey date within 3 days of contract signing and complete site survey within 1 week of contract signing;
- (iii) Finalize Engineering Design within 24 hours of site survey completion;
- (iv) Submit Homeowners Association paperwork for approval within 48 hours of site survey completion;
- (v) Submit permit to customer’s respective town within 72 hours of final engineering design completion;



- (vi) Obtain any additional approvals and permits required for the installation of a Solar Installation at the Customer Site;
- (vii) Complete construction and installation of each Solar Installation in less than 60 days of a signed Customer Agreement, unless otherwise agreed;
- (viii) As requested by Dvinci, make available integration and/or API access to Fulfillment Partner's systems in connection with the Dvinci Platform for full visibility of project progress and statuses at all times; and
- (ix) Shall perform or cause to be performed the Work in a timely and professional manner consistent with industry standards and the Law, including local laws, regulations, ordinances, codes, and licensing requirements.

(c) Following the execution of a Customer Agreement by a Customer and Dvinci, but prior to the completion of the Work, Fulfillment Partner shall:

- (i) Maintain Customer contact throughout the entire installation and interconnection process of the Solar Installation to answer Customer questions, address requested changes, and attend to other issues in a timely manner;
- (ii) Obtain and submit to Dvinci through the Dvinci Platform all required payments, paperwork and necessary signatures from Customer; and
- (iii) Facilitate collection and submission of all required documentation if required by Dvinci, including the event in which Customer's financing approval expires prior to installation or disbursement of funds.

#### 3.4 Obligations undertaken by Fulfillment Partner:

(a) Fulfillment Partner's designated Personnel shall complete any and all training required by Dvinci and/or its Financing Partners prior to performing Work.

(b) Fulfillment Partner shall design, implement, manage and pay the cost of any additional fees or incentives for Fulfillment Partner Personnel with respect to the installation of Solar Installations.

(c) Fulfillment Partner shall be solely responsible for all means, methods, techniques, sequences, procedures, and safety and security programs and precautions in connection with the installation of Solar Installations. Neither Fulfillment Partner nor any of its employees, agents or Subcontractors shall employ deceptive, misleading or unethical representations or practices in installation of Solar Installations. Fulfillment Partner covenants and agrees to (i) send senior management, Fulfillment Partners, electricians, site surveyors, permit runners and other appropriate personnel to participate in any training program offered by Dvinci from time to time, and (ii) make reasonable accommodation for Dvinci's attendance at its meetings, Customer Site visits, events and business development opportunities for the purpose of ensuring adequate and ethical training and installation tactics are being employed.

(d) Fulfillment Partner shall be solely responsible for the prompt and proper payment of any wages, commissions or the like to its Personnel with respect to the Work or Solar Installations.

(e) During and after the Term of this Agreement, Fulfillment Partner shall maintain in force insurance coverage as set out in Exhibit C: Insurance Requirements. Dvinci shall be named as an additional insured on all such policies and shall be provided thirty (30) days advanced notice by Fulfillment Partner of any cancellation or reduction in coverage.



(f) Fulfillment Partner shall not permit any unauthorized access to the Dvinci Platform, the Financing Portal, or any other Dvinci Technology.

(g) Fulfillment Partner agrees that all installations of Dvinci's Solar Installations by it or its Personnel or affiliates shall comply with all Laws and industry standards.

(h) Fulfillment Partner agrees to comply with any and all reasonable requirements, terms and conditions (as the same may be issued and/or amended from time to time) of Financing Partner or Dvinci governing the use and access of the Dvinci Platform or Financial Portal or any other Dvinci Technology. Certain Dvinci Technology may be subject to additional click-through or other agreements, and the Fulfillment Partner will comply with such agreements in addition to this Agreement.

(i) Fulfillment Partner further agrees to operate its business and perform the services and its other obligations ethically.

#### **ARTICLE 4 – DVINCI OBLIGATIONS AND LICENSES**

##### **4.1 Obligations undertaken by Dvinci:**

(a) Dvinci shall be responsible for all sales, marketing, and customer acquisition activities;

(b) Dvinci shall be responsible for processing all customer service and customer complaints, except as otherwise provided;

(c) Dvinci shall provide Authorized Parties with access to the Dvinci Platform and the Financing Portal as and if necessary for each Authorized Party.

(d) Dvinci shall submit Customer information, Customer Site information and any other required information to the Finance Portal so a proposal can be generated for the prospective customer, including the amount charged to, or to be financed by, the Customer (each, a "Proposal");

(e) Dvinci shall Present the Proposal to the potential Customer;

(f) Dvinci shall initiate a credit check for potential Customers interested in financing a Solar Installation;

(g) Dvinci shall Identify if a Customer Site is a primary or secondary residence;

(h) Dvinci shall review and explain the most current form of Customer Agreement with the potential Customer;

(i) To the extent applicable, Dvinci shall review and explain Financing Partner's loan application ("Financing Agreement") with the potential Customer and obtain Customer signatures via DocuSign;

(j) Dvinci shall obtain the potential Customer's signatures on required utility interconnection documents ("Utility Documents"), as and if required by the Utility to which the Customer Site is interconnected;

(k) Dvinci shall collect the potential Customer's utility usage information as required by Finance Partner(s) and/or Utility ("Utility Information");

(l) Dvinci shall collect other miscellaneous documents as and if required by Finance Partner(s), Utility, or other parties, such as homeowners' association documents, property title information or income verification ("Miscellaneous Documents");

(m) Dvinci shall complete Finance Partner welcome call ("Welcome Call"), if required;

(n) Dvinci shall submit Customer Agreement, Utility Documents, Utility Information, and Miscellaneous Documents (collectively, "Complete Contract Package") to Fulfillment Partner via the Dvinci Platform or email; and

(o) To the extent Customer is not financing its purchase of a Solar Installation, Dvinci shall submit to Fulfillment Partner via check or money order Customer's deposit for the Solar Installation.





(p) Dvinci shall be responsible for the installation and onboarding of Dvinci's proprietary Genius Home consumption monitoring device on every Solar Installation.

4.2 Subject to the terms and conditions of this Agreement, Dvinci hereby grants Fulfillment Partner and Fulfillment Partner's designated Personnel, a limited, non-exclusive, non-transferable (except in connection with an assignment of this Agreement pursuant to Section 14.3), non-sub-licensable right to access and use the Dvinci Platform, solely for the purpose of performing Fulfillment Partner's obligations under this Agreement. Dvinci shall make the Dvinci Platform available to Fulfillment Partner in accordance with the Documentation and Dvinci's then current policies and procedures; certain functions and features of the Dvinci Platform may be subject to transaction, platform or other fees, and Dvinci may reduce amounts owed to Fulfillment Partner based on such fees and usage; these functions, features, and fees are further described in the Dvinci Platform or at Dvinci's designated website, and subject to change from time to time by Dvinci. Dvinci reserves the right to discontinue, suspend or terminate access rights to, modify and/or replace the Dvinci Platform or any other Dvinci Technology, in whole or in part; Dvinci will use reasonable efforts to provide prior notice or work-arounds if the Dvinci Technology is not available. Additional terms and conditions applicable to Fulfillment Partner's access to and use of the Dvinci Technology are set forth in Exhibit D: Additional Dvinci Technology Terms.

4.3 In addition to any other rights or remedies it may have under this Agreement or by Law, Dvinci may immediately suspend provision of the Dvinci Platform (or any other Dvinci Technology) without liability to Fulfillment Partner: (a) if Fulfillment Partner breaches Section 4.2 or Exhibit D: Additional Dvinci Technology Terms following ten (10) days prior written notice and an opportunity for Fulfillment Partner to cure; (b) to avoid harm or liability to Dvinci or its other partners and customers, including in the case of denial of service attacks or other disruptions; or (c) if required by Law or requested by a governmental authority. During any such suspension, Fulfillment Partner may submit the information and materials to Dvinci via email in accordance with Section 2.3. The Parties shall remain liable for any fees and other amounts due and owing to the other under this Agreement and any other during any period of suspension or unavailability.

## ARTICLE 5 - FINANCING

5.1 Exhibit E sets forth the financing product matrix as of the Effective Date for informational purposes and which is subject to change from time to time, including as Financing Partners make changes to their products.

## ARTICLE 6 - CUSTOMER DATA AND COMMUNICATION

6.1 Fulfillment Partner acknowledges and understands that at all times, Dvinci shall have an unrestricted right to communicate with any Customers.

6.2 Fulfillment Partner will not communicate with any Customer except as reasonably necessary to fulfill its responsibilities under this Agreement.

6.3 Fulfillment Partner agrees to develop, maintain, support and make available an application program interface that provides Dvinci all Customer related data in Fulfillment Partner's possession or control necessary for Dvinci to support and provide services to each Customer during and after the Term of this Agreement, subject to applicable privacy laws. This application program interface will be available for Dvinci testing purposes within one week of the Effective Date and will be reasonably maintained and supported by Fulfillment thereafter during and after the Term.





## ARTICLE 7 – TERM, TERMINATION AND CANCELLATION

7.1 The initial term of this Agreement commences as of the Effective Date and expires sixty (60) months after the Effective Date, at which time this Agreement shall automatically renew for an additional thirty-six (36) month term (collectively with the initial term, the “Term”), provided, however, no such renewal shall occur if either Party delivers the other Party a non-renewal notice at least thirty (30) days before the expiration of the then current term.

7.2 Either Party may terminate this Agreement (i) upon thirty (30) days prior written notice to the other Party of a material breach of this Agreement by the other Party if such breach remains uncured at the expiration of such notice period; and (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors (each, an “Event of Default”). Dvinci may terminate this Agreement for its convenience on six (6) months’ notice.

7.3 The Parties acknowledge and agree that the Customer Agreement provides the Customer with the right to cancel such Customer Agreement in certain circumstances. If Customer cancels the Customer Agreement, then Dvinci shall promptly notify Fulfillment Partner and Fulfillment Partner shall have three (3) weeks to attempt to resolve any issues leading to such cancellation or, in the event such agreement is otherwise terminated according to its terms prior to complete performance of the Work, no Fulfillment Partner Fee will be due) with respect to such Customer Agreement, unless the Customer enters into a new Customer Agreement.

7.4 In addition to the foregoing, Dvinci may terminate a Customer Agreement in the event that it is determined that a Solar Installation cannot be installed safely, legally, economically, or for any other reason on the Customer Site. In the event of a termination of a Customer Agreement pursuant to this Section 7.4, no Fulfillment Partner Fee will be due with respect to such Customer Agreement.

7.5 Upon any termination or expiration of this Agreement, Fulfillment Partner shall, as of the date of termination or expiration, immediately cease accessing and utilizing the Dvinci Technology and Dvinci Confidential Information (except as necessary to fulfill its obligations under Section 7.6). Those provisions that by their express terms survive or that are required to survive to give effect to the intent, including Sections 6, 7.5, 7.6, 8.3, and 9-14, survive termination or expiration. Termination or expiration of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party’s obligations under this Agreement. Neither Party will be liable to the other Party for damages of any kind solely as a result of terminating or expiration of this Agreement in accordance with its terms, and termination of this Agreement by a Party will be without prejudice to any other right or remedy of such Party under this Agreement or applicable Law.

7.6 Following any expiration or termination, Fulfillment Partner will continue to perform installations and Work for all in-process Solar Installations and for up to six (6) months thereafter, as reasonably requested by Dvinci and notwithstanding anything to the contrary.

## ARTICLE 8 –FEES AND PAYMENT TERMS

8.1 With respect to each Solar Installation and each Party’s obligations under this Agreement, the amounts paid by the Customer or the Financing Partner will be allocated to the Parties as described below:



- (a) If the Financing Partner is providing funds solely and directly to the Fulfillment Partner, then the Fulfillment Partner will retain only the portion of such funds attributable to Fulfillment Partner's fees under Exhibit A and promptly remit the remainder thereof upon receipt to Dvinci. Fulfillment Partner must remit such amounts to Dvinci via ACH within three (3) business days or less of receipt.
- (b) If the Financing Partner is providing funds solely and directly to Dvinci, then Dvinci will pay the Fulfillment Partner the portion thereof attributable to Fulfillment Partner's fees under Exhibit A and retain the remainder. Dvinci will remit such amounts to Fulfillment Partner via ACH within three (3) business day of receipt or less, provided that Fulfillment Partner is in compliance with this Agreement and not in arrears on amounts owed to Dvinci or otherwise subject to a dispute between the Parties.
- (c) If the Financing Partner is providing funds to both Dvinci and Fulfillment Partner based on the respective amounts due to each, such funds will be allocated in accordance with this Agreement and subject to reconciliation as and if necessary.
- (d) The Parties acknowledge and agree that funds and payments by Customers and/or Financing Partners may be subject to milestone payments (e.g., 30% upon design complete and the remaining 70% once the install is complete) as described in the Customer Agreement and allocated between the Parties on an equitable and pro-rata basis (e.g., Dvinci and Fulfillment Partner will each receive or retain, subject to the other provisions of this Section 8, 30% of their total anticipated compensation upon design complete and the remaining 70% once the install is complete for the applicable Solar Installation), and Fulfillment Partner's total compensation will not exceed the amounts determined under Exhibit A for any Solar Installation. The Parties will periodically review and reconcile amounts due to each under the principles described above and Exhibit A.
- (e) Dvinci will have the right to deduct from amounts due to Fulfillment Partner any fees or other amounts owed by Fulfillment Partner to Dvinci.
- (f) Payments described above fully compensate Fulfillment Partner for its obligations and performance under this Agreement and for each Solar Installation.

8.2 The Parties acknowledge and agree that no minimum number of Solar Installations apply under this Agreement. Amounts will be paid by way of ACH to the account designated by a Party. All amounts paid or payable by Dvinci are exclusive of taxes; Fulfillment Partner shall be solely responsible for any taxes due on or relating to its Work or the provision of goods or services, except for taxes that Dvinci collects and remits from Customers to applicable taxing authorities. Fulfillment Partner will only be compensated as expressly described and agreed under this Agreement, and agrees that Dvinci's payment obligations to Fulfillment Partner are subject to Dvinci collecting the applicable funds from the Customer or Financing Partner.

8.3 Amounts not timely paid to Dvinci will be subject to interest at the lesser of 1.5% per month or the highest amount permitted by applicable law. Fulfillment Partner will also reimburse Dvinci for any reasonable costs of collections if Fulfillment Partner does not timely pay Dvinci.

8.4 Fulfillment Partner and Dvinci may agree that certain co-branded materials will be produced in connection with this Agreement (the "Co-Branded Materials"), and the financial responsibilities relating to producing and/or distributing the Co-Branded Materials. In connection with such Co-Branded Materials, Fulfillment Partner shall make available to Dvinci a high-resolution tiff or jpeg file of Fulfillment



Partner's logo to enable Dvinci to produce the Co-Branded Materials. Fulfillment Partner hereby grants to Dvinci a non-exclusive, revocable, non-transferable (except in connection with an assignment of this Agreement pursuant to Section 15.2), royalty-free license to use Fulfillment Partner's logo for the sole and limited purpose of producing and distributing the Co-Branded Materials.

## **ARTICLE 9 – INDEMNIFICATION**

9.1 Fulfillment Partner shall indemnify, defend and hold harmless Dvinci, its Personnel, officers, directors, partners, affiliates, subsidiaries, and assigns from and against any and all Claims and Liens, whether arising in equity, at common law, or by statute, under any legal theory, pertaining to (i) bodily injury (including death) or property damage to a Customer or other third party to the extent arising from or relating to Fulfillment Partner's or its Personnel's acts or omissions, (ii) Fulfillment Partner Personnel, including without limitation, Fulfillment Partner's relationship with its Personnel or non-payment of wages or benefits to such Fulfillment Partner Personnel, (iii) Customer or other warranty claims pertaining Fulfillment Partner's workmanship, performance, services, or products, and (iv) the gross negligence or willful misconduct of, or violation of Laws or breach of this Agreement by Fulfillment Partner and/or its Personnel.

9.2 Dvinci shall indemnify, defend and hold harmless Fulfillment Partner, its Personnel, officers, directors, partners, affiliates, subsidiaries, and assigns from and against any and all third party Claims whether arising in equity, at common law, or by statute, under any legal theory, pertaining to (i) bodily injury (including death) or property damage to a Customer or third party to the extent caused by Dvinci or its Personnel, (ii) Dvinci's relationship with its Personnel, including non-payment of commissions or wages or benefits to such Dvinci Personnel, and (iii) the gross negligence or willful misconduct of, or violation of Laws or breach of this Agreement by Dvinci and/or its Personnel in performing their obligations under this Agreement.

9.3 Each Party shall give the other party prompt notice of any claim to which a defense and payment obligation under Article 9 may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any claim. The indemnifying Party will have the sole right to control the defense and settlement of any Claim, except that any settlement for other than money damages will be subject to the approval of the indemnified Party, which approval shall not be unreasonably withheld and provided further that the indemnified Party shall have the right to participate in the defense of such Claim using counsel of its choice, at its expense. An indemnifying Party's defense and payment obligations under this Article 9 will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

## **Article 10 – REPRESENTATIONS AND WARRANTIES**

10.1 Each Party represents and warrants as follows:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation identified in the preamble, and has all requisite power and authority and all authorizations, licenses and permits necessary to carry on its businesses as now conducted and as presently proposed to be conducted.

(b) This Agreement constitutes the legal, valid and binding obligation, enforceable against it in accordance with its terms. It has the right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; and such actions have been duly authorized by all necessary corporate action by such party.

(c) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the transactions contemplated herein shall, directly or indirectly (with or without



notice or lapse of time): (A) breach any provision of any of the governing documents of such Party or any resolution adopted by the officers or the members of such Party; (B) to its knowledge, breach or give any governmental body or other person the right to exercise any remedy or obtain any relief under any applicable Law to which it may be subject; or (C) to its knowledge, contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any governmental body the right to revoke, withdraw, suspend, cancel, terminate or modify, any material governmental authorization that is held by it or that otherwise relates to its business.

10.2 Fulfillment Partner further represents and warrants to Dvinci as follows:

- (a) Fulfillment Partner and its Personnel comply with all applicable Laws.
- (b) No event of bankruptcy has occurred with respect to Fulfillment Partner.
- (c) There is no material action, suit, proceeding or investigation pending or, to Fulfillment Partner's knowledge, currently threatened against Fulfillment Partner.
- (d) Fulfillment Partner shall not provide access to the Financing Portal, the Dvinci Platform, or other Dvinci Technologies to any third parties without the prior written consent of Dvinci.
- (e) It has full rights to upload and store the Fulfillment Partner Content on the Dvinci Technology without the need for any releases, consents, approvals, immunities or other rights not yet obtained; the Fulfillment Partner Content, and the use and display thereof as contemplated by this Agreement, will not (i) violate or infringe upon any third party's rights or Law, or (ii) contain unlawful materials; and Fulfillment Partner's use of the Dvinci Technology will not violate applicable Law or the Documentation.
- (f) Fulfillment Partner will perform the Fulfillment Partner Services in a professional and workmanlike manner and pass-through all applicable equipment and other warranties.

10.3 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 AND SECTION 10.2 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES, THEIR AFFILIATES AND LICENSORS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES PROVIDED IN SECTION 10.1 AND SECTION 10.2 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED IN CONNECTION WITH THIS AGREEMENT.

#### **ARTICLE 11 - LIMITATION OF LIABILITY**

11.1 TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS OR BREACHES OF SECTIONS 13 OR 14.1, THE MAXIMUM AGGREGATE LIABILITY OF (A) DVINCI UNDER THIS AGREEMENT SHALL NOT EXCEED THE SUM OF AMOUNTS PAID TO AND RETAINED BY DVINCI HEREUNDER (FUNDS RECEIVED FROM THE CUSTOMER LESS ANY INSTALLATION FEES, CREDITS OR OTHER COSTS OR AMOUNTS PAID OR INCURRED BY DVINCI IN CONNECTION WITH A SOLAR INSTALLATION) DURING THE PRIOR 12 MONTHS, AND (B) FULFILLMENT PARTNER UNDER THIS AGREEMENT SHALL NOT EXCEED THE SUM OF AMOUNTS PAID TO FULFILLMENT PARTNER HEREUNDER DURING THE PRIOR 12 MONTHS. THIS LIMITATION APPLIES TO ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES.

11.2 EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS OR BREACHES OF SECTIONS 13 OR 14.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THE AFFECTED PARTY IS



APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11.3 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

#### **ARTICLE 12 - DISPUTE RESOLUTION**

12.1 If any dispute between the Parties arises hereunder, the Parties shall negotiate in good faith and attempt to resolve any dispute within thirty (30) days after the date that any Party gives written notice of such dispute to the other Party. In the event that the Parties are unable to resolve such dispute within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may initiate formal proceedings as described below.

12.2 Formal proceedings for the resolution of a dispute may not be commenced until the earlier of: (i) either party concluding that resolution through continued negotiation does not appear likely; or (ii) the passage of thirty (30) calendar days since the initial request to negotiate the dispute was made; provided, however, that a Party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief. If such dispute remains unsettled for more than thirty (30) days after either Party gives the other written notice thereof, then such dispute shall be submitted to the American Arbitration Association ("AAA") in the Boston Massachusetts area for arbitration pursuant to the AAA's then-current rules for commercial arbitration. THE PARTIES AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If the arbitration provision in this section is found to be unenforceable or not to apply for a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in the State of Delaware. Notwithstanding the foregoing, either Party may go directly to court to file for interim, equitable, or other relief in connection with confidentiality or intellectual property matters.

12.3 This Agreement and the rights and obligations of the Parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Delaware.

#### **ARTICLE 13 – CONFIDENTIAL INFORMATION**

13.1 A Party shall not disclose or use any Confidential Information of the other Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement, except with the other Party's prior written permission.

13.2 Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

13.3 A disclosure by one Party of Confidential Information of the other Party to the extent required by Law will not be considered a breach of this Agreement, provided the Party so compelled promptly provides the other Party with prior notice of such compelled disclosure (to the extent legally permitted)



and provides reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

13.4 If a Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of the confidentiality protections hereunder, the other Party will have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts without the necessity of posting a bond, it being acknowledged by the Parties that any other available remedies are inadequate.

#### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

14.1 Non-solicitation. During the Term of this Agreement and continuing for twelve (12) months following the termination or expiration of this Agreement, neither Party shall, and shall not cause or permit any of its Personnel to, for any reason whatsoever, without written consent of the other Party, directly or indirectly: (a) hire, engage or employ any Personnel of the other Party; or (b) induce or attempt to induce any Personnel of the other Party, to leave the employ of, cease providing services for or being associated with, or cease doing business with such other Party, except pursuant to a general solicitation through the media or by a search firm in either case, that is not directed specifically to any Personnel of the other Party. In the event of a breach of the foregoing, the breaching Party will pay the other as liquidated damages the greater of \$100,000 or such Personnel's annual compensation. During the Term of this Agreement and for twelve (12) months following the termination or expiration of this Agreement, Fulfillment Partner shall not, and shall not cause or permit any of its Personnel to, without written consent of Dvinci, to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients, leads, or Customers of Dvinci for purposes of diverting their business or services from Dvinci. In the event of a breach of the foregoing, the Fulfillment Partner will pay Dvinci as liquidated damages the greater of \$20,000 per client, lead or Customer or the profits it received as a result of each such breach. The parties acknowledge and agree that harm caused by a breach of this Section would be impossible or very difficult to accurately determine and the liquidated damages above are a reasonable estimate of such damages and not a penalty.

14.2 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that its failure of, or delay in, performance is due to a Force Majeure Event; provided that:

(a) such Party gives the other Party written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable;

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of the Party that arose before the occurrence causing the suspension of performance shall be excused as a result of the occurrence of the Force Majeure Event unless the performance of such obligations is reasonably impaired by the Force Majeure Event;

(d) the Party uses commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

14.3 Assignment. Except as otherwise provided below, neither Party may assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of Law or otherwise, this Agreement and any of its rights or obligations of this Agreement without the prior written consent of





the other Party; either Party may assign this Agreement in connection a reorganization of its business or a merger, acquisition or sale of all or substantially all of its assets or stock without the consent of the other Party. Any prohibited attempt by a Party to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of Law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.4 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment, or modification shall be in writing and duly executed by both Parties. If any subsequent amendment or modification of Law, rules or regulations materially alters a Party's obligations hereunder to its detriment, the Parties will negotiate in good faith a mutually-acceptable amendment of the affected obligations.

14.5 No Waiver. Any failure of Dvinci or Fulfillment Partner to enforce any of the provisions of this Agreement or to require at any time performance by Fulfillment Partner or Dvinci of any of the provisions hereof during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of Dvinci or Fulfillment Partner thereafter to enforce any and each such provision.

14.6 No Third-Party Beneficiary. The Customer or any Subcontractor, or any other third party who may benefit hereby is an incidental beneficiary and shall not have the rights of a third-party beneficiary of this Agreement.

14.7 Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware irrespective of where the Work may be performed from time to time.

14.8 Entire Agreement. This Agreement along with the Exhibits (which are incorporated into this Agreement by this reference and deemed to be an integral part of this Agreement), contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, agreements, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement or the Exhibits. However, certain Dvinci Tools may be subject to ancillary terms and conditions specific to such Dvinci Tools which will be binding with respect thereto.

14.9 Severability. If any term or provision of this Agreement is determined to be invalid, in conflict with any Law, void, or otherwise unenforceable, and provided the terms and provisions of the Agreement that are essential to the interests of Dvinci and the Fulfillment Partner remain substantially in effect, then the remaining terms and provisions will continue in full force and effect and the offending term or provision will be given the fullest meaning and effect allowed by Law.

14.10 Performance of Obligations. If an obligation to be performed under this Agreement falls due on a day other than a Business Day, the obligation shall be due on the next Business Day.

14.11 Further Assurances. Fulfillment Partner and Dvinci agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.





14.12 Mutual Non-Disparagement. Each Party agrees that its Personnel, managers, officers and directors will not make any disparaging remarks about or otherwise take any action that could be reasonably be expected to adversely affect the personal or professional reputation or prospects of the other Party. Each Party may disclose truthful and accurate facts and opinions about the other Party where required to do so by legal process (such as subpoena, court order, or similar process); provided however, that to the extent permitted under applicable Law, the commenting Party shall notify the other Party in writing if such disclosure is sought within sufficient time to allow for a full and fair opportunity to object to such legal process.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. Signature pages to this Agreement may be exchanged and compiled electronically.

*{Signature Page Follows}*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, as of the Effective Date.

[ \_\_\_\_\_ ] (Fulfillment Partner)

**DVINCI ENERGY, INC**

By: \_\_\_\_\_  
\_\_\_\_\_

By:  
Walid Halty, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### FEES

#### **Fulfillment Partner Services Fees**

Fulfillment Partner Service fees for Solar Installations will equal the applicable amounts identified below per watt.

Deals per year	0-180	181-360	361-540	541-720	721-900	901+
Base EPC (\$/watt)	\$2.20	\$2.10	\$2.05	\$2.00	\$1.95	\$1.90

#### **Dvinci Compensation (Commission or otherwise)**

Amounts charged in excess of such amounts determined above will be retained by, or paid to, Dvinci, as applicable.

The Dvinci Platform and other micro service related fees are further described on the Dvinci Platform or available at its website or attachment 1 to this Exhibit. Attachment 1 may be updated from time to time on 30 days' notice.

#### **Adders and Unauthorized Products**

310-315 W Modules - No adder  
Black on Black Panels: No Adder  
SMA Inverter w/ Optimizer - No adder  
LG 325 Modules - \$.15 per watt  
LG 360 Modules - \$.50 per watt  
Panasonic Modules - \$.30 per watt  
Enphase inverter - \$.10  
Roof Pitch > 40 degrees = \$.10 per watt  
Flat roofs : included  
Metal roofs: \$.10 per watt  
Skirts: \$.05 per watt  
Critter Guards: \$.05 per watt  
Ground Mounts: \$.35 per watt  
Trenching (Dirt) (per foot) = per foot \$12  
Trenching (Concrete) (per foot) = per foot \$16  
100amp: Main Service Panel Upgrades (per job) = \$1,500.00  
200amp: Main Service Panel Upgrades (per job) = \$2,000.00  
Energy Efficiency Curb installation: \$100 (for labor)  
Energy Storage Battery: Varies by product  
Structural Support (Sistering roof rafters): \$75.00/Rafter  
Extended 25 year Inverter Warranty: \$800



**Attachment 1 to Exhibit A**

**Dvinci can opt-in to perform the following services to expedite fulfillment. If so, the Fulfillment Partner will pay Dvinci as follows:**

<b>Dvinci micro-services</b>	<b>Description</b>	<b>Transaction Fee Payable to Dvinci (exclusive of tax)</b>
Geo-targeted Appointment		\$200 minimum without profit-sharing (Plus 20% Dvinci service fee)
Aurora-based Real-Time Proposals		\$20 (down from \$25)
Next Day Proposals		\$15
Site Survey with Drone capabilities		\$350-\$500
CAD Engineering		\$250-\$500
Permit Submittal & Pickup		\$500 + direct cost of permits; building & electrical
Full Permit Package & Permit		\$850
Permit preparation		\$280
Permit submittal		\$70
Inspection processing		\$210
Interconnection processing		\$70
Financial rebates & incentive application processing		\$70+
Solar ITC Tax Professionals		\$400
Change order & STIPs processing		\$70-\$1,000+ Depends on distance and rep availability
HOA processing		\$70-\$100



## **EXHIBIT B**

### **TERRITORY**

*[List states or counties, as applicable, to the Fulfillment Partner. A list of Dvinci's currently supported and/or planned territories is available upon request for Fulfillment Partner to select from, but only a subset of those are likely applicable to the Fulfillment Partner.]*

Fulfillment Partner agrees that if Fulfillment Partner expands to a new territory, the same pricing that Dvinci is currently getting in all original markets will apply to the new territories in the United States.



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Fulfillment Partner and its subcontractors shall obtain, maintain and pay for the greater of all insurance required by applicable Laws and the following minimum insurance coverage during the term of this Agreement and for twenty years thereafter:

**Commercial General Liability Insurance:** in a form or forms covering all origination activities undertaken by Fulfillment Partner and all subcontractors, written on an occurrence basis, including coverage for products and completed operations, independent contractors, premises and operations, personal injury, broad form property damage, and blanket contractual liability, in an amount at least equal to one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in the aggregate for completed operations, and two million dollars (\$2,000,000) general aggregate.

**Workers' Compensation Insurance:** Required by the Laws of any state in which the Work is to be performed and Employers Liability insurance with limits of at least:

1. \$500,000 for Bodily Injury – each accident
2. \$500,000 for Bodily Injury by disease – policy limits
3. \$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of Dvinci, its shareholders, directors, officers and employees.

**Commercial Automobile Liability Insurance:** in an amount at least equal to one million dollars (\$1,000,000) combined single limit. Autos shall include any and all vehicles, whether hired, leased, owned, or rented, that will be used in connection with origination activities. The limit shall be not less than \$1,000,000 each accident for bodily injury and property damage. Fulfillment Partner shall also comply with any additional insurance requirements and terms included in any applicable state or utility rebate or incentive program contract and/or rules.

**Insurance Companies.** Each policy of insurance shall be obtained from an insurer rated "A-" or higher and categorized "VII" or greater in "Financial Size" by Best's Insurance Guide.

**Deductibles.** Fulfillment Partner shall pay any deductible amounts.

**Notice of Insurable Events.** Fulfillment Partner shall immediately notify Dvinci in writing of any occurrence on or off the Customer Site which may give rise to a claim for damages against Dvinci or any insurance coverage relating to its Services.

**Insurance Amounts Not a Limit of Liability.** The amount of insurance contained in this Exhibit shall not be construed to be a limitation of the liability on the part of the Fulfillment Partner or any of its subcontractors or limit the rights of Dvinci under the Agreement.

All required insurance policies have been endorsed by the insurance providers for the above coverages. Evidence of the above insurance policies has been provided to Dvinci on a continuous basis and on a standard ACORD form, providing not less than thirty (30) calendar days' notice of cancellation or material alteration except for the reason of non-payment of premium, for which at least ten (10) calendar days' notice will be provided. These same policies, including Workers' Compensation will all provide a blanket waiver of subrogation to the benefit of Dvinci. The commercial general liability policy listed above will name Dvinci and its Affiliates as a loss payee. This insurance is primary, not contributory, and not in excess of any other insurance of certificate holder.



## EXHIBIT D

### Dvinci Technology Terms

Fulfillment Partner may have access to the Dvinci Platform, the Dvinci Genius Home product and tool, and potentially other Dvinci Tools or applications or related services as determined by Dvinci (collectively “**Dvinci Technology**”). Fulfillment Partner will comply with the obligations under this Exhibit and any additional obligations accompanying any additional Dvinci Technology.

1. **License Restrictions.** Fulfillment Partner shall not (a) modify, copy or create any derivative works based on the Dvinci Technology; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Dvinci Technology available to any third party, other than to Authorized Users as expressly permitted herein; (c) reverse engineer or decompile any portion of the Dvinci Technology, including but not limited to, any software utilized by Dvinci in the provision of the Dvinci Platform or Genius Home; (d) access the Dvinci Technology in order to build any similar or competitive product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Dvinci Technology; or create internet links to the Dvinci Technology or frame or mirror the Dvinci Technology on any other server or wireless or internet-based device or application.

2. **Fulfillment Partner Obligations.** Fulfillment Partner may enable access to the Dvinci Technology for use only by Authorized Parties solely for the performance of Fulfillment Partner’s obligations under this Agreement and in accordance with the Documentation. Fulfillment Partner is responsible for all Authorized Parties use of the Dvinci Technology and compliance with this Agreement, as well as restricting access by any individual who is no longer an Authorized Party. Fulfillment Partner shall: (a) have sole responsibility for the accuracy, quality, and legality of all Fulfillment Partner Content; (b) grant User IDs to individual named Authorized Parties; (c) require that all Authorized Parties keep User ID and password information strictly confidential and not share such information with any third party; (d) prevent unauthorized access to, or use of, the Dvinci Technology, and notify Dvinci promptly of any such unauthorized access or use (including any unauthorized access or use caused by misuse or misappropriation of User IDs or passwords); and (e) comply with its obligations under all Laws applicable to Fulfillment Partner’s use of the Dvinci Technology, including all such Laws related to privacy, data security, and data protection. Fulfillment Partner shall not: (i) use the Dvinci Technology in violation of applicable Laws; (ii) in connection with the Dvinci Technology, collect, upload, retrieve, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material or data, including material, data or Fulfillment Partner Content that contains images of identifiable individuals, violates privacy rights or applicable privacy and data security Laws, rules or regulations, or violates other applicable Laws; (iii) send or store Malicious Code in connection with the Dvinci Technology; (iv) interfere with or disrupt performance of the Dvinci Technology or the data contained therein; (v) attempt to gain access to the Dvinci Technology or the Dvinci Technology’s related systems or networks in a manner not set forth in the Documentation; (vi) use, duplicate, or disclose any data or information relating to the Dvinci Technology that is made available by Dvinci in connection with this Agreement, including any information related to the features, functionality, performance, pricing, application, or construction of any portion of the Dvinci Technology; or (vii) use the Dvinci Technology for benchmarking or testing performance, or for enhancing any products or services that relate to photovoltaic systems. Fulfillment Partner shall be liable for the acts and omissions of all Authorized Parties relating to this Agreement.

3. **Internet Access.** Fulfillment Partner acknowledges that access to and use of the full functionality of the Dvinci Technology may require a high speed internet connection and that Fulfillment Partner is responsible for procuring and maintaining the network connections that connect to the Dvinci Technology.



4. **Ownership and Reservation of Rights to Dvinci Intellectual Property.** As between Dvinci and Fulfillment Partner, Dvinci, its affiliates or its licensors own all right, title and interest in and to the Dvinci Technology and all related technology and Intellectual Property Rights developed by Dvinci, its affiliates and or its licensors. Subject to the limited rights expressly granted hereunder and in the Agreement, Dvinci reserves all rights, title and interest in and to the Dvinci Technology, including all related technology and Intellectual Property Rights associated therewith. No Intellectual Property Rights or other rights to Dvinci's Technology are granted to Fulfillment Partner hereunder other than as expressly set forth in this Agreement.

5. **Feedback.** Fulfillment Partner and Authorized Parties may elect to provide Dvinci with suggestions, enhancement requests, recommendations and other feedback concerning the Dvinci Technology (the "Feedback"). Fulfillment Partner hereby assigns and agrees to assign all Feedback to Dvinci without lien or encumbrance and agrees that Feedback will be the sole property of Dvinci and that Dvinci may use Feedback in its discretion without obligation to Fulfillment Partner or any Authorized Parties.

6. **Usage Data.** Dvinci may collect certain information as it relates to Fulfillment Partner's access to or use of the Dvinci Technology, such as access records, date and time stamps, transaction and activity records, and system performance data ("Usage Data"). Dvinci may use Usage Data to deliver and manage its products and services, perform maintenance and support, and develop, test, and improve the Dvinci Technology and other Dvinci products and services, and generate statistical data about usage of its products and services; provided, however, that the Usage Data may not be used to compete, directly or indirectly, with Fulfillment Partner. As between Dvinci and Fulfillment Partner, Dvinci owns the Usage Data.





## EXHIBIT E

### FINANCING PRODUCTS MATRIX AS OF THE EFFECTIVE DATE

#### Dividend

12 Year Term @ 3.99% - 5.99%, 10% Dealer Fee

20 Year Term @ 4.99% - 6.99%, 10% Dealer Fee

#### Mosaic

10 Year Term @ 2.99%, 15.5% Dealer Fee

10 Year Term @ 3.99%, 11% Dealer Fee

10 Year Term @ 4.99%, 9% Dealer Fee

15 Year Term @ 3.99%, 14% Dealer Fee

15 Year Term @ 4.99%, 11.5% Dealer Fee

20 Year Term @ 3.99%, 18.5% Dealer Fee

20 Year Term @ 4.99%, 14% Dealer Fee

20 Year Term @ 5.99%, 9% Dealer Fee

#### Sunlight

5 Year, 1.99% APR, 13% Dealer Fee

10 Year, 2.99% APR, 14% Dealer Fee

12 Year, 2.99% APR, 14.75% Dealer Fee

15 Year, 2.99% APR, 17.5% Dealer Fee

15 Year, 7.99% APR, 21% Dealer Fee (Sub-Prime)

20 Year, 3.99% APR, 17.75% Dealer Fee

25 Year, 4.49% APR, 17% Dealer Fee

#### LoanPal

10 Year, 2.99% APR, 16.25% Dealer Fee

12 Year, 2.99% APR, 18.25% Dealer Fee

15 Year, 3.99% APR, 16% Dealer Fee

20 Year, 2.99% APR, 23% Dealer Fee

20 Year, 3.99% APR, 17.49% Dealer Fee

#### Enerbank

12 Year, 0% - 2.99% APR, 6.52% - 20.10% Dealer Fee

18 Year, 0% APR, 9.32% Dealer Fee

20 Year, 4.99% - 6.99% APR, 15.50% - 7.75% Dealer Fee



Sunrun

20 Year Lease, 650 FICO

Vivint

20 Year Lease/PPA

SunPower

12 Year Lease, 3.99% APR, 6% Dealer Fee

15 Year Lease, 4.99% APR, 6% Dealer Fee

20 Year Lease, 5.49% APR, 6% Dealer Fee

Sunnova

25 Year PPA/ Lease

Salal Credit Union (Tier 1)

1 Year Term, 0% APR, 8.5% Dealer Fee

7 Year Term, 4.99% APR, 2.5% Dealer Fee

20 Year Term, 3.99% APR, 18.5% Dealer Fee

20 Year Term, 4.99% APR, 14.5% Dealer Fee

20 Year Term, 5.99% APR, 10.5% Dealer Fee

Salal Credit Union (Tier 2)

1 Year Term, 0% APR, 8.5% Dealer Fee

7 Year Term, 6.99% APR, 2.5% Dealer Fee

12 Year Term, 4.99% APR, 12.5% Dealer Fee

20 Year Term, 4.99% APR, 18.5% Dealer Fee

20 Year Term, 5.99% APR, 18.5% Dealer Fee

20 Year Term, 6.99% APR, 14.5% Dealer Fee

20 Year Term, 7.99% APR, 10.5% Dealer Fee

Enium

20 Year Term, 3.99% APR, 21.00% Dealer Fee

20 Year Term, 3.99% APR, 17.00% Dealer Fee

20 Year Term, 4.99% APR, 18.00% Dealer Fee

20 Year Term, 4.99% APR, 13.00% Dealer Fee

Service Finance

20 Year Term, 3.79% APR, 19.50% Dealer Fee

20 Year Term, 4.79% APR, 15.50% Dealer Fee

20 Year Term, 5.79% APR, 13.50% Dealer Fee

15 Year Term, 3.79% APR, 18.00% Dealer Fee

15 Year Term, 4.79% APR, 13.50% Dealer Fee

15 Year Term, 5.79% APR, 11.50% Dealer Fee



12 Year Term, 4.79% APR, 12.00% Dealer Fee

5 Year Term, 0% APR, 18.00% Dealer Fee

18 Months Term, 0% APR, 10.99% Dealer Fee

*Above subject to change. Contact Dvinci for current matrix.*



EXHIBIT F

FULFILLMENT TURNAROUND TIMES

Stage	Standard (days)
Contract Signed	0
Contract Signed Confirmed	1
Site Audit Scheduled	3
Site Audit Completed	3
Change Order Pending	3
Site Approved	3
Interconnection Sent	3
Engineering Package Sent	1
Engineering Design Complete	14
Permit Sent	14
Permit Ready	0
Permit Received	3
Install Ready	3
Install Completed	7
Inspection Scheduled	7
Inspection Complete	7
PTO	-

End to End Turnaround Time, East Coast: 45 days  
End to End Turnaround Time, West Coast: 30 days



## EXHIBIT G

### PAYMENT TERMS

Origination Fee is deemed earned by Dvinci upon the Contract Approval of a residential customer.

Dvinci will send an invoice of the net margin for the Approved customer.

Fulfillment company makes full payment of invoice to Dvinci within 90 days.

Fulfillment company will also make an advance no less than 30% of the invoice value within 30 days of Contract Approval.

The remaining 70% will be paid no later than the 90<sup>th</sup> day of the Contract Approved date.

For every day payment that is late, Fulfillment Partner will be charged 2% interest. If payment is more than 7 days late, Dvinci reserves the right to enforce the maximum rate of interest permitted by the state's usury laws for every day payment continues to be late.

*FOR PAYMENTS BY WIRE:*

Dvinci Energy, Inc.  
62 Rose St. Revere, MA 02151  
Account: 004669885808  
Routing: 011000138

