

CUSTOMER:
PHONE:
EMAIL:
ADDRESS:

DATE:
PROMO CODE:

Introduction

This is a legal agreement (this "Agreement") between you and Dvinci only if signed and delivered by both parties within 30 days of the date indicated above. References to "you", "homeowner", "client" or "customer" mean you the individual or business ordering the solar system as indicated in this Agreement. References to "Dvinci", "we" or "us", mean Dvinci Energy, Inc. This Agreement includes the "Dvinci Promise," the "Limited Warranty" and "Other Terms" below.

DVINCI PROMISE

Congratulations on taking the first step towards more freedom, control and savings at your home through clean energy. To help you feel comfortable with exploring the option of using clean energy, we have created a flexible cancellation policy and procure insurance as described below. We refer to this as the "Dvinci Promise."

Between the time of signing this Agreement and before the start of installation, you can cancel this Agreement for any reason by providing us notice, and we will refund your deposit. However, if you cancel after approving the final design but before installation and we incurred permitting costs, you will be responsible for reimbursing us the permitting costs.

We utilize contractors who are industry leaders in your area. They are insured as required by law, and we are also insured to provide you another level of protection. To better protect you and us in the unlikely event of any real property damages directly caused by us or our contractors, we have purchased a two million dollar (\$2,000,000) liability insurance policy for your piece of mind and to help cover those damages for which we are liable if not paid by the contractor or their insurance carrier (Dvinci's "\$2M Supplemental Property Damage Guarantee"). You must reasonably cooperate with us in investigating the alleged damages and trying to resolve the issue with the contractor to be eligible to recover against this \$2M Supplemental Property Damage Guarantee.

OVERVIEW

In connection with the installation, we will:

1. Pre-qualify your home's suitability for rooftop solar or other clean energy products
2. Complete all paperwork, engineering designs, incentive and rebate applications, equipment procurement activities, and obtain all necessary permits
3. Contact you to review the design of your system, prior to submitting the design for permitting, and at least one (1) week prior to installation
4. Provide full "turn-key" installation for the solar system specified in our proposal
5. Transfer all equipment manufacturer warranties to you as permitted by the equipment manufacturers, which typically includes a 20 year warranty
6. Provide you the Limited Warranties described below, which last for up to 10-30 years as described below
7. Provide the Dvinci Promise described above, including pre-installation cancellation rights and the \$2M Supplemental Property Damage Guarantee



After the installation, you will be eligible for "Dvinci Promise® Services," which include Cleaners® and Genius Home® service subscriptions (including, 24x7 web based monitoring of your solar array and many other benefits) as more fully described in an Addendum.

LIMITED WARRANTY

- Dvinci warrants that the system installation and roofing work will be performed in a workmanlike manner and free from substantial defects in workmanship during the Warranty Period, subject to the limitations stated below. In the event there is a breach of this workmanship warranty during the Warranty Period, Dvinci will repair or correct the defect. All warranty calls shall be limited to 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. The "Warranty Period" will be the longer of (i) 10 years from installation, (ii) the period required by a financier, or (iii) up to 30 years from installation, so long as you subscribe to and pay for Dvinci Promise® Services for the applicable system.
- Equipment and parts installed by Dvinci will be subject to the applicable manufacturer warranties. Dvinci does not warrant equipment or parts, but will pass through applicable manufacturer warranties as permitted by the manufacturer, and will offer support and maintenance for such equipment and parts.
- All warranties are subject to normal operating environments, conditions and use. The limited warranties do not apply to damage caused by (a) accident, abuse, misuse, theft, hurricanes, tornados, flood, fire, earthquake or other external causes; (b) service or modifications performed by anyone who is not a representative of Dvinci; (c) normal wear and tear; (d) minor cosmetic damage; or (e) defects or problems in a home or building's pre-existing condition not caused by Dvinci. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY PERIOD OR THE MINIMUM PERIOD REQUIRED BY LAW. Some jurisdictions do not allow restrictions or limitations on the duration of an implied warranty or condition, so the above restrictions and limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.
- EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, DVINCI WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, COST OF COVER, OR ANY LOSS OF INVESTMENT RETURNS, DIMINUTION IN AN INVESTMENT'S VALUE, OR LOSS OF SAVINGS UNDER ANY LEGAL THEORY, EVEN IF DVINCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations and/or exclusions may not apply to you. Consumers in some jurisdictions may have legal rights under applicable law governing the sale of consumer goods. These rights are not affected by this Limited Warranty.

OTHER TERMS

1. Dvinci reserves the right to substitute equipment of comparable quality and value.
2. Dvinci may use construction and other contractors and partners.
3. Delays due to equipment, permits, inspections, weather, incentive programs, etc. can delay installation start and completion, and you agree to time extensions for these conditions. Typical installation timeline is 30-180 days from final execution of this Agreement.
4. You hereby grant Dvinci and its contractors and partners reasonable access to the property to perform our obligations, and agree to reasonably cooperate with Dvinci and its contractors.

**DVINCI PROMISE AGREEMENT
CUSTOMER TERMS AND CONDITIONS**



5. Unusual costs or efforts due to unforeseen conditions will be considered change orders and billed to and payable by you (and/or included in the financing, if applicable) in addition to the fees otherwise identified.
6. If you cancel or prevent the installation after the commencement of the installation, all time, material, re-stocking, and other reasonable costs will be charged to, and payable by, you.
7. You will only be entitled to make a warranty claim if you pay us in full.
8. Amounts paid are non-refundable, except as expressly provided otherwise.
9. Fees are subject to change if the system is not installed within 45 days from the date of this Agreement due to changes in third party incentives, rebates, tariffs, seasonality and other factors outside of Dvinci's reasonable control. You will be informed of any fee change before the installation occurs and must cancel if you do not agree to the change under the Dvinci Promise.
10. This Agreement (including its attachments and addenda) sets forth the entire agreement between the parties and supersedes all prior proposals, agreements and representations related to the subject matter of this Agreement, whether written or oral. The main body of this Agreement takes precedence over conflicting terms with respect to the installation of the system. No modifications or amendments will be binding upon the parties unless made in writing and approved by a duly authorized officer of Dvinci. Dvinci contractors cannot make commitments on behalf of, or bind, Dvinci. This Agreement will be construed simply according to its fair meaning and not strictly for or against any party. The titles and headings are for reference purposes only and will not in any manner limit the construction.

REQUIRED DOCUMENTS

The following is a list of required documents:

Dvinci Promise Agreement:	
Rebate and Incentive Application:	
Utility Application Installation Agreement:	
Installation Agreement:	
Finance Agreement (if applicable):	
Customer Deposit (if applicable):	Waived – Not Applicable

EQUIPMENT TO BE INSTALLED

System Size:

Price: \$

Projected Potential Savings:

Annual	5 Year	20 Years
<input type="text"/>	<input type="text"/>	<input type="text"/>

SAVINGS ARE ESTIMATES AND ACTUAL RESULTS MAY VARY. THE PRICE ABOVE IS SUBJECT TO CHANGE AFTER 45 DAYS PER SECTION 9 OF THE OTHER TERMS; PRICE DOES NOT INCLUDE FINANCING COSTS, IF APPLICABLE.

THE INSTALLED SYSTEM IS TO BE DESIGNED UP TO DVINCI 1st TIER PREMIUM AESTHETIC AND MATERIAL STANDARDS. THIS INCLUDES:

- TIER 1 MODULES
- TIER 1 INVERTER
- FLUSH MOUNTED PV ARRAY

- PRODUCTION OPTIMIZATION, AND RAPID SHUT-DOWN

Financing or Payment

If this system will be financed by our third party financier as indicated above, then Customer agrees to pay the price outlined in the financing agreement, and the third party financier will pay us. If not financed by our third party financier, Customer will make payments on the dates and in the amounts identified in the Installation Agreement.

Unless otherwise indicated on the attached Addendum, Dvinci Promise® Services will be separately invoiced and payable by you upon completion of the installation, subject to the Dvinci Promise® Services Addendum, and **automatically renew** until cancelled as described on the following page.

Amounts not timely paid by you will incur interest at 1.5% per month or the maximum amount permitted under applicable law. All fees are exclusive of taxes. You are responsible for taxes, except for taxes related to Dvinci's and its contractors' income.

By signing below, you represent and warrant that you have authority to enter into this Agreement and have the system installed on the designated property.

Acknowledged and Agreed:

Dvinci Energy, Inc:

Signature of Customer:

Name (Print):

Name (Print):

Walid Halty on behalf of Dvinci Energy, Inc

Date:

Date:

**Addendum
Dvinci Promise Services®**

Dvinci Promise Services® are designed with the following goals: (1) to provide you with better value and savings after the initial installation of the system, (2) to match you with the right clean energy contractors ("cleaners"), (3) to save you time, (4) to be customizable and convenient for you, (5) transparency and trustworthiness, (6) to provide you price matching and comparison tools and/or guarantees, and (7) to provide you long term support and coverage. There are no hidden fees and you can cancel at any time.

Dvinci Promise Services® (collectively, the "Services") include:

- A subscription to access and use premium web based energy consumption and production software, including energy data visualization, AI-assisted monitoring and coaching, and other data analytics (also referred to as "Genius Home®")
- Cleaners® Services, which include clean tech support: 24x7 on-line support, phone support, and in-home support during business hours; in-home support may be subject to an appointment and additional per visit or other fees as identified when scheduling the appointment
- Support in identifying clean-tech products and services from Dvinci's network of pre-qualified potential third party providers, including through proprietary algorithms and matching technology.
- Special promotions, discounts, and price watches
- Price comparison tools
- The \$2M Supplemental Property Damage Guarantee for real property damage directly arising out of a Dvinci's or its contractor's negligence, provided you paid Dvinci for such contractor's performance and scheduled their services through Dvinci's Services; you must reasonably cooperate with us in investigating the alleged damages and trying to resolve the issue with the contractor to be eligible to recover against the \$2M Supplemental Property Damage Guarantee
- Other services as generally described and offered by Dvinci as part of the Dvinci Promise Services®, including GeniusHome® and Cleaners® as further described in Dvinci's documentation and materials for such services

The Services, and your use of the Services, are subject to this Addendum and the supplemental terms and conditions as made available to you through Dvinci's Services or on Dvinci's website at [REDACTED] (the "TOU" or "Supplemental T&C"). The Services and TOU may expand, evolve and change, at Dvinci's discretion, over time based on many factors, including changes in laws, technology and the industry. If you do not agree to any changes, you may cancel upon notice to Dvinci or as further described on Dvinci's website.

The Services include and require access to, and use of, certain web-based software owned by Dvinci. You are responsible for all internet, network and telecommunication costs and resources necessary to access and use the software and related Services. Dvinci retains ownership in and to such software. Any rights not expressly granted are reserved by Dvinci.

Services under this Addendum will be separately invoiced from the system installation fees and subject to this Addendum which creates a separate contract. The Services will be available to you so long as you pay the subscription and other fees to Dvinci and Dvinci offers the Services in your area, subject to the other provisions of this Addendum and the applicable TOU. Dvinci may charge your account on file for the Services unless and until you expressly cancel. Payment is subject to your applicable agreement with your credit card issuer or payment processor and the TOU.

The Services and related software may not be available 24x7 and may contain or be subject to certain defects, errors, inaccuracies, outages, or security flaws. Dvinci uses commercially reasonable efforts to avoid and mitigate such circumstances, and you may cancel if you have a concern and timely notify Dvinci. The Services will extend the Limited Warranty under the Customer Terms and Conditions, but the Services are not subject to any additional warranties other than as expressly provided in this Addendum or the TOU. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, DVINCI WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, COST OF COVER, OR ANY LOSS OF INVESTMENT RETURNS, LOSS OF SAVINGS, OR LOSS OF DATA UNDER ANY LEGAL THEORY, EVEN IF DVINCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR ANY DIRECT OR OTHER DAMAGES IN EXCESS OF THE FEES PAID BY YOU TO DVINCI FOR THE SERVICES GIVING RISE TO LIABILITY IN THE MONTH IN WHICH THE LIABILITY AROSE IN CONNECTION WITH THE SERVICES OR THIS ADDENDUM. CERTAIN SERVICES MAY BE SUBJECT TO ADDITIONAL OR OTHER LIMITATIONS OR DISCLAIMERS AS IDENTIFIED IN THE APPLICABLE TOU. The TOU may include supplement provisions applicable to all or specific Services which may further limit liability, recourse, or rights and obligations. Some jurisdictions do not allow the exclusion or limitation of certain damages or other contractual terms and conditions, so the above may not apply to you. Consumers in some jurisdictions may have legal rights under applicable law governing the sale of consumer goods or services, and those rights are not affected by this Addendum.

Dvinci Promise Services®

Dvinci will provide you Dvinci Promise® Services as further described in the Dvinci Promise® Services Addendum for the period indicated below unless you decline these services:

Initial Term: 36 months

Subscription Fee for initial term:

System Capacity	Monthly Recurring Fee	Annual Recurring Fee
10kW or less	\$25	\$250
+10kW	\$50	\$500

After the initial term, the Dvinci Promise® Services will **automatically renew** at then current fees so long as you continue to pay for such services periodically in advance and Dvinci continues to offer such services. You may cancel at any time by providing Dvinci notice of cancellation or through the functions and features of our website.

You agree to automatically enrolled in the Dvinci Promise® Services and agree those services automatically renew unless indicated below.

I decline Dvinci Promise® Services: [_____] (initial)

If you are enrolled you can **cancel anytime** by contacting Dvinci at:

1-833-3-DVINCI

- or -

209 West Central Street, Suite 301
Natick, MA 01760

- or -

such other address, number, or alternative means identified by Dvinci on its website