



Upfront Payment

Cost Per kWh

Est. Monthly Bill

YOUR  kW GRID GUARD SYSTEM IS DESIGNED TO:

- Save you money
- Provide you with an essential load battery backup system
- Produce an estimated  kWh in year 1
- Offset  % of your annual usage
- 2.9% Annual Increase



## Grid Guard Agreement – ESA and ESSA Acknowledgment Addendum

It is intended to clarify the Customer's obligations in relation to any Energy Services Agreement (ESA) and/or Energy Storage Services Agreement (ESSA) executed with a third-party system provider.

### Customer acknowledges and agrees to the following terms:

Any ESA or ESSA executed with a third-party provider is a non-billing backend agreement used strictly for compliance, ownership, and grid program participation purposes.

The 'Prepayment Amount' or any high-value figures shown in the ESA or ESSA represent the estimated value of energy or storage services over the term of the agreement. These figures are used by the third-party system provider for regulatory, compliance, or financing purposes. Customer acknowledges that these values do not correspond to any payment owed by the Customer to the third-party system provider and that all financial obligations are limited to the monthly payments to Grid Guard as specified in the Grid Guard VPA.

Customer shall make no payments to the ESA/ESSA provider. All financial obligations are governed solely by the Grid Guard VPA.

All warranty services and support for the system are managed exclusively by Grid Guard. Customer shall not be required to contact or engage with the third-party system provider for warranty-related matters.

As referenced in the Energy Services Agreement (ESA) and Energy Storage Services Agreement (ESSA), Customer acknowledges that all payments for energy services and/or storage services are payable to Grid Guard, LLC. Grid Guard is the sole entity authorized to receive and manage Customer payments under this agreement. The ESA and ESSA do not create any direct billing or payment relationship between the Customer and the third-party system provider.

As the Installer and program administrator, Grid Guard solely determines the pricing, structure, and monthly payment schedule applicable to the Customer. These payment terms are outlined exclusively in the Virtual Power Agreement (VPA) between the Customer and Grid Guard. Any dollar amounts or prepayment values shown in the ESA or ESSA are separate from, and do not represent, the Customer's actual monthly payment obligation. The VPA is the sole agreement governing the Customer's financial responsibility.

### Why is the Customer required to sign the ESA and ESSA?

Although the Customer is not making payments to the third-party system provider, the ESA and ESSA must be signed by the Customer to:

- Grant legal access and rights for the system to be installed and operated on the property.
- Enable the system to qualify for federal tax incentives, including the Investment Tax Credit (ITC).
- Provide necessary documentation for participation in grid programs, such as Virtual Power Plants (VPPs).
- Establish ownership responsibilities, site access rights, insurance requirements, and interconnection terms.

The Customer's signature does not create a financial obligation to the third-party provider, but is required to enable the legal and financial structure supporting the Grid Guard solar program.

### Controlling Terms:

In the event of any inconsistency or conflict between the terms of this Agreement and the Energy Services Agreement (ESA) or Energy Storage Services Agreement (ESSA), the terms of this Agreement shall control with respect to the Customer's payment obligations, service expectations, and warranty responsibilities.

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



**GRID GUARD VPP AND WARRANTY FOR SOLAR SYSTEM**

This Agreement, dated as of the “Effective Date” (defined as the date on which the last party signs this Agreement, as indicated by the date set forth next to their signature below), is made between Grid Guard (“Grid Guard”) and \_\_\_\_\_ (“Owner” or “Homeowner”).

**Owner**

|                  |  |
|------------------|--|
| Name(s)          |  |
| Property Address |  |
| City             |  |
| State            |  |
| Zip              |  |
| Email            |  |
| Phone Number     |  |

**Grid Guard**

|                   |                       |
|-------------------|-----------------------|
| Grid Guard LLC    | support@grid-guard.co |
| Energy Consultant |                       |

**System & Financial Info**

|                              |        |
|------------------------------|--------|
| System Size                  |        |
| Number of Panels             |        |
| Inverter                     |        |
| Battery                      |        |
| Year 1 estimated production  |        |
| Estimated Annual Degradation | .5     |
| Price per kwh                |        |
| Monthly Payments             |        |
| Upfront Cost                 | \$0.00 |

CUSTOMER’S INITIALS \_\_\_\_\_



## TERMS AND CONDITIONS

### 1. VIRTUAL POWER PLANT (VPP) WARRANTY SERVICE CUSTOMER'S INITIALS \_\_\_\_\_

#### 1.1 ELECTRICITY PURCHASE AGREEMENT

The VPA Owner agrees to purchase all electricity generated by the solar energy system (the "Solar System") installed at the Property, as described in the "System Info" section of this Agreement.

In exchange, the VPA Owner shall pay Grid Guard a fixed monthly payment in the amount specified under "Financial Info" on the first page of this Agreement. This payment is levelized over the term of the Agreement and remains the same each month, regardless of the actual electricity production of the Solar System.

The fixed monthly payment is based on the expected average annual production of the Solar System over the Agreement term. Any excess electricity exported to the utility grid will not reduce the monthly payment amount.

#### 1.2 VIRTUAL POWER PLANT (VPP) AND GRID SERVICES

Grid Guard retains the exclusive right to enroll and participate in any Virtual Power Plant (VPP) programs, demand response initiatives, or other grid services offered by retail energy providers (REPs), utilities, or transmission and distribution utilities (TDUs). Such participation may include dispatching, aggregating, or controlling the Solar System and/or any associated battery storage for the purpose of grid stabilization, load shifting, or energy market optimization.

Participation in such programs shall in no way impair the VPA Owner's access to electricity, system performance, or warranties. Additionally, any fees, penalties, or charges incurred in connection with these grid services will be the sole responsibility of Grid Guard and shall not be passed on to the VPA Owner under any circumstance.

### 2. WARRANTY COVERAGE CUSTOMER'S INITIALS \_\_\_\_\_

#### 2.1 WARRANTY

This extended warranty covers labor associated with diagnosing, maintaining, repairing, or replacing any component of the Solar System, provided such work is required to:

- Address defects in the original solar installation workmanship,
- Support a valid manufacturer warranty claim,
- Support a valid homeowner's insurance claim (labor only), or
- Address other equipment-related issues necessary to maintain normal operation of the system.

This warranty specifically covers labor costs only. It does not cover the replacement cost of equipment unless otherwise provided under a manufacturer's warranty or reimbursed through insurance. Grid Guard will coordinate labor at no cost to the Customer in such cases.

Any work performed by a third party without prior written approval from Grid Guard may void this extended workmanship warranty.



## 2.2 SYSTEM OWNERSHIP TRANSITION AND EXTENDED WARRANTY

Customer acknowledges that the solar energy system and/or battery storage system is initially owned by a third-party system provider under the associated ESA and/or ESSA. After a six (6) year initial period, the ESA/ESSA provider may contact the Customer to offer a transfer of ownership of the system at no cost or nominal value, as outlined in their agreement.

Upon the Customer's acceptance of ownership:

- Grid Guard, LLC shall assume responsibility for system warranty and maintenance for the remainder of the original 30-year term, specifically the remaining 24 years, pursuant to the terms outlined in this Virtual Power Agreement (VPA).
- Grid Guard shall continue to provide monitoring, troubleshooting, and service for the system during this period at no additional cost to the Customer, subject to the warranty limitations defined herein.
- Customer agrees to accept ownership of the system as a condition of continued participation in the Grid Guard program.

This ownership transition does not change the monthly payment terms of this Agreement and shall not create any additional financial obligation to the Customer beyond what is stated herein.

## 2.3 EQUIPMENT AND COMPONENT WARRANTIES

(a) All solar panels installed as part of the Solar System shall be covered by the manufacturer's twenty-five (25) year linear performance warranty, which guarantees that the panels will not degrade below the manufacturer's specified performance thresholds over that time.

Upon expiration of the manufacturer's 25-year performance warranty, Grid Guard will continue to support system productivity for an additional five (5) years (years 25–30). During this extended period, Grid Guard guarantees that the Solar System will continue to operate at no less than 80% of its originally projected output, subject to routine system maintenance and normal environmental conditions.

(b) Warranty on Other System Components

All other components of the Solar System—including inverters, optimizers, monitoring devices, and mounting hardware—shall be covered by their respective manufacturer warranties, which generally range from ten (10) to twenty-five (25) years, depending on the component.

Grid Guard shall, at its own expense, repair or replace any system component (including panels, inverters, wiring, or hardware) that fails due to a defect in materials or workmanship during the term of this Agreement. All labor costs associated with diagnostics, repairs, or replacements shall be covered by Grid Guard.

The battery energy storage system is provided as an added benefit to the Solar System to enable participation in the Virtual Power Plant program and optimize system value. Grid Guard guarantees the production of the Solar System for the full term of this Agreement. However, if the battery reaches the end of its useful life and the Virtual Power Plant program is not generating sufficient revenue to justify the cost of replacing the battery, Grid Guard retains the right to remove the battery system while continuing to provide solar energy production under this Agreement. Should the Customer desire to purchase replacement batteries to continue VPP participation, Grid Guard will offer replacement batteries at a discounted rate based on then-current fair market pricing and availability.



### **2.3 EQUIPMENT AND COMPONENT WARRANTIES (CONTINUED)**

(c) If included in the Solar System, the battery energy storage system (BESS) shall be covered by a manufacturer's limited warranty, typically ten (10) to fifteen (15) years or a specified throughput (e.g., megawatt-hours of energy processed), whichever comes first.

Grid Guard shall monitor the battery performance and coordinate all warranty claims, including any battery replacements or repairs resulting from a manufacturer defect or failure to meet warranted performance thresholds. Labor costs related to battery servicing under warranty shall be covered by Grid Guard, in accordance with Section 2.1.

Battery degradation due to normal wear-and-tear, improper use, or operating the battery outside of specified temperature or charging conditions is not covered under this warranty. Grid Guard shall provide guidance to ensure proper system usage and maximize battery lifespan.

### **2.4 HOMEOWNERS INSURANCE DISCLOSURE**

In most cases, standard homeowners insurance policies provide coverage for physical damage to solar panels resulting from weather-related incidents or other unforeseen external events. Grid Guard makes no representations or guarantees regarding individual insurance coverage. It is the responsibility of the Homeowner to verify the terms and extent of such coverage directly with their insurance provider, as well as their responsibility to notify the insurance company of the installed virtual power plant system at the home.

### **2.5 ROOF PENETRATION WARRANTY**

Grid Guard warrants that all roof penetrations made during the installation of the Solar System shall remain water-tight and free from installation-related leaks for a period of ten (10) years from the date of installation. After the tenth (10th) year, Grid Guard shall remain responsible for minor roof repairs directly related to the original solar installation. For major roof repairs, the Customer shall be required to file a claim through their homeowner's insurance policy. Grid Guard shall assist in documentation and coordination where necessary. Grid Guard reserves the right to reasonably determine, on a case-by-case basis, whether a specific repair qualifies as minor or major, based on industry standards and the scope of work involved.

### **2.6 ROOF PENETRATION WARRANTY AND RE-ROOFING**

Grid Guard provides a limited Roof Penetration Warranty for a period of ten (10) years from the original installation date. This warranty covers damage directly caused by roof penetrations made during the installation or authorized removal and reinstallation of the solar system.

If the Customer chooses to replace or repair their roof during the Term of this Agreement:

1. Notice Required: Customer must provide Grid Guard with at least thirty (30) days' prior written notice of any planned reroofing that may require system removal.
2. System Removal & Reinstallation: Only Grid Guard or a Grid Guard-authorized contractor may remove and reinstall the system. The cost of removal and reinstallation shall be determined at fair market value, and a written estimate will be provided in advance. If Grid Guard performs the reinstallation, a new ten (10) year Roof Penetration Warranty will apply to the reinstalled portions of the system, beginning from the date of reinstallation.



## 2.6 ROOF PENETRATION WARRANTY AND RE-ROOFING (CONTINUED)

3. Unauthorized Work: If any party other than Grid Guard or its authorized contractors removes or reinstalls the system, the Roof Penetration Warranty shall be void with respect to any affected components or penetrations.

4. Scope: The warranty covers roof leaks or damage directly caused by the solar system's mounting hardware and installation practices. It does not cover unrelated roofing issues, structural defects, or damage caused by third-party contractors.

## 2.7 EXCLUSIONS TO ROOF PENETRATION WARRANTY

The roof penetration warranty shall be void if any work is performed on the portion of the roof supporting the Solar System by the Customer, the Customer's contractor, subcontractor, agent, or any third party without the prior written consent of Grid Guard.

This exclusion is intended to protect the integrity of the original installation and prevent liability for workmanship not performed or authorized by Grid Guard.

Examples of exclusions include, but are not limited to:

- (a) Leaks or damage in areas of the roof not affected by the Solar System installation;
- (b) Pre-existing or underlying roofing or structural defects unrelated to the installation;
- (c) Damage caused by external forces such as hail, tree limbs, golf balls, debris, or severe weather events;
- (d) Damage resulting from improper or unauthorized maintenance or modifications performed by the Customer or any third party.

This warranty does not cover normal roof aging, routine maintenance, or aesthetic concerns such as discoloration or minor wear.

## 2.8 WARRANTY TRANSFERABILITY

The workmanship warranty provided under this Agreement is transferable to a subsequent purchaser of the Property, provided that:

- (a) The original Owner notifies Grid Guard of the sale within thirty (30) days of the closing date;
- (b) The new homeowner provides updated contact information and signs a warranty transfer acknowledgment; and
- (c) The Solar System remains unaltered and continues to be maintained in accordance with the terms of this Agreement.

The original Owner is responsible for informing the new homeowner of the warranty's terms and conditions. Grid Guard will assist in the transition process and provide documentation and support to the new homeowner to ensure a smooth transfer.

## 3. PRICE AND PAYMENT SCHEDULE CUSTOMER'S INITIALS \_\_\_\_\_

### 3.1 MONTHLY PAYMENT OBLIGATION

The Owner agrees to pay Grid Guard LLC, or its designated assignee, the fixed monthly payment amount specified under "Financial Info" on the first page of this Agreement. Monthly payments shall commence within thirty (30) days after the date on which the Owner receives Permission to Operate (PTO) from the applicable utility.

Monthly payments are levelized and shall remain fixed for the term of the Agreement, subject to any applicable provisions in the "Price and Payment Schedule."



### 3.2 PAYMENT METHOD

All payments shall be made via ACH transfer to Grid Guard LLC.

### 3.3 PAYMENT TERMS AND LATE FEES

Unless otherwise agreed in writing, all invoices shall be payable in accordance with the terms set forth in this Agreement. In the event of late payment, Grid Guard may charge:

- (a) A late fee of ten percent (10%) of the past-due balance, applied after a ten (10) day grace period from the payment due date; and
- (b) An additional ten percent (10%) per month thereafter until full payment is made or a mutually agreed-upon settlement is reached.

If payment is not received within sixty (60) days, Grid Guard reserves the right to suspend system monitoring and service support until the account is brought current. Continued non-payment may result in further collection actions as permitted under this Agreement.

### 3.4 END OF TERM

Upon the expiration of the Agreement term (30 years from Permission to Operate), all payment obligations under this Agreement shall cease. At that time, ownership of the Solar System shall automatically transfer to the Homeowner at no additional cost.

The Homeowner shall assume all responsibilities for the Solar System, including system operation, monitoring, maintenance, repairs, and any future liabilities. Grid Guard shall no longer have any financial, operational, or legal responsibilities related to the Solar System following the end of the term.

Grid Guard shall cooperate in providing reasonable documentation evidencing the transfer of ownership, including a bill of sale, UCC termination (if applicable), and equipment list, upon written request.

### 3.5 PREPAY OF BALANCE

The Homeowner may choose to prepay the remaining balance of the Agreement at any time. Prepayment shall be calculated as the sum of all remaining scheduled monthly payments, discounted by ten percent (10%), and shall extinguish any future payment obligations under this Agreement.

Upon receipt of the prepayment amount, Grid Guard will issue a written confirmation of contract satisfaction. All other terms of the Agreement, including warranties, maintenance responsibilities, and grid services participation, shall remain in effect until the end of the original term unless otherwise agreed in writing.

Homeowner shall pay Grid Guard for the Warranty for Solar under this agreement in the amount of:

|         | Amount | Payment Schedule       | Term       |
|---------|--------|------------------------|------------|
| Monthly |        | Due 30 days after PTO* | 360 months |

\*First payment starting within 30 days of receiving permission to operate (PTO) from the utility

\*\*See payment schedule for 30 year breakdown



PAYMENT SCHEDULE

| YEAR | MONTHLY PAYMENT (INCLUDING ANNUAL 2.9% INCREASE) |
|------|--|
| 1    |  |
| 2    |  |
| 3    |  |
| 4    |  |
| 5    |  |
| 6    |  |
| 7    |  |
| 8    |  |
| 9    |  |
| 10   |  |
| 11   |  |
| 12   |  |
| 13   |  |
| 14   |  |
| 15   |  |
| 16   |  |
| 17   |  |
| 18   |  |
| 19   |  |
| 20   |  |
| 21   |  |
| 22   |  |
| 23   |  |
| 24   |  |
| 25   |  |
| 26   |  |
| 27   |  |
| 28   |  |
| 29   |  |
| 30   |  |



#### **4. MONITORING CONNECTION**      CUSTOMER'S INITIALS \_\_\_\_\_

The Owner shall be solely responsible for ensuring that a reliable and continuous Wi-Fi internet connection is available at the Property for the purpose of monitoring the Solar System.

The performance monitoring system requires uninterrupted internet access in order to comply with manufacturer warranty requirements and to enable system diagnostics, alerts, and performance reporting. It is the Owner's obligation to maintain Wi-Fi connectivity, including purchasing and installing any extenders, routers, or other hardware necessary to ensure consistent communication between the Solar System and the monitoring platform.

The Owner acknowledges that failure to maintain a functional internet connection may result in the inability to file or fulfill warranty claims, receive maintenance support, or access system production data.

Grid Guard shall have no responsibility or liability for any system underperformance, service delays, or warranty limitations resulting from the Owner's failure to maintain proper internet connectivity.

#### **5. PERFORMANCE GUARANTEES**      CUSTOMER'S INITIALS \_\_\_\_\_

##### **5.1 PRODUCTION GUARANTEE**

This production guarantee is provided in addition to the manufacturer's linear panel performance warranty and is designed to ensure the Homeowner receives predictable system performance over time.

Grid Guard guarantees that the Solar System will produce no less than 80% of its expected annual production, as projected in the System Performance Estimate provided at contract signing. System performance shall be audited by Grid Guard on a bi-annual basis.

In the event that annual production falls below the guaranteed 80% threshold due to reasons not attributable to weather variability or grid outages, Grid Guard shall offer the Homeowner a reasonable reimbursement, which may include a refund, credit against future monthly payments, or other mutually agreed remedy to make the Homeowner whole.

This guarantee excludes performance losses or damages caused by:

- Obstructions or shading resulting from trees, structures, or objects added after installation;
- Tampering, intentional deactivation, or disabling of equipment;
- Vandalism or physical damage not caused by Grid Guard or its agents;
- Any event or condition reasonably determined to be outside Grid Guard's control.

##### **5.2 EQUIPMENT COVERAGE**

(a) Grid Guard shall cover all labor costs associated with equipment replacement, including batteries, inverters, and other system components, for the full term of the workmanship warranty under this Agreement (thirty years).

(b) All equipment replacement costs (parts/materials) shall be covered under the respective manufacturer warranties. Grid Guard will facilitate and manage all claims and replacements directly with the manufacturer on behalf of the Homeowner.

(c) If any individual system component fails after the expiration of its manufacturer warranty, Grid Guard shall cover the cost of labor and materials necessary to replace or repair that specific component, provided the failure impacts system performance and is not caused by external damage or homeowner interference. This includes items such as inverters, optimizers, monitoring hardware, and batteries. Grid Guard shall not be responsible for full system replacement, but will ensure continued functionality through component-level support throughout the term of the Agreement.



### 5.3 DISCLAIMER REGARDING UTILITY POWER BILLS

The installation of the Solar System does not guarantee a zero-dollar (\$0.00) electricity bill. Any projections or savings estimates provided by Grid Guard are based on historical data, current utility rates, and standard net metering assumptions. While Grid Guard strives to ensure that its projections are accurate, actual results may vary, and future savings cannot be guaranteed.

The Owner acknowledges and agrees that they will continue to receive a monthly electricity bill from their utility provider, which may include, but is not limited to:

- (a) Fixed monthly connection or delivery fees;
- (b) Taxes, surcharges, and regulatory fees; and
- (c) Net electricity usage charges, depending on the utility's policies regarding solar energy export, time-of-use rates, or seasonal rate structures.

Grid Guard has no control over utility billing practices or rate changes and shall not be held liable for differences between projected and actual utility charges.

### 6. UTILITY INTERCONNECTION AND PERMISSION TO OPERATE (PTO) CUSTOMER'S INITIALS \_\_\_\_\_

Grid Guard shall prepare and submit all required documentation to the utility provider and/or governing authorities to obtain approval for interconnection of the Solar System. This includes submitting applications, engineering diagrams, and supporting documentation as required by the utility or local jurisdiction.

The Customer agrees to reasonably cooperate in the interconnection process, including timely execution of utility forms or required consents.

The Solar System may not be energized or operated until Permission to Operate (PTO) is granted in writing by the utility. Grid Guard shall not be held responsible for delays in interconnection or PTO caused by the utility provider, local jurisdiction, acts of God, or any conditions beyond its reasonable control.

Any utility-imposed interconnection fees shall be:

- Included in the project cost, unless otherwise specified in the "Financial Info" section of this Agreement; or
- Itemized and disclosed to the Customer in writing prior to application submission, if billed separately by the utility.

Grid Guard shall notify the Customer promptly upon receiving PTO.

### 7. CHANGE ORDERS FOLLOWING SITE SURVEY CUSTOMER'S INITIALS \_\_\_\_\_

The initial system design, pricing, and production estimates provided to the Customer are based on preliminary remote assessments and information available prior to an on-site inspection. After Grid Guard completes a site survey, engineering assessment, or utility review, modifications to the system's design, layout, equipment, interconnection requirements, or estimated production may be necessary.

In such cases, Grid Guard reserves the right to issue a Change Order outlining any material changes to the system specifications, production estimates, pricing, or project scope.

The Customer shall have an opportunity to review and approve the Change Order in writing prior to installation. If the Customer declines to approve the Change Order, either party may cancel the Agreement without penalty, and any deposits paid by the Customer will be refunded in full within ten (10) business days.



## 8. CANCELLATION POLICY      CUSTOMER'S INITIALS \_\_\_\_\_

### 8.1 STANDARD THREE-DAY RIGHT OF CANCELLATION

The Owner shall have the right to cancel this Agreement without penalty at any time within three (3) business days from the date of execution by delivering written notice of cancellation to Grid Guard.

If the Owner elects to cancel the Agreement after the three (3) business day period, Grid Guard reserves the right to charge the Owner a reasonable cancellation fee to cover administrative, design, permitting, and site assessment costs incurred. This cancellation fee shall not exceed \$1,000 unless additional non-refundable costs were incurred on the Owner's behalf (such as municipal permit fees, utility interconnection applications, or system engineering services), in which case those documented costs may also be charged.

All cancellation notices must be delivered in writing to Grid Guard at support@grid-guard.co and shall be effective upon receipt.

## 9. NON-DISCLOSURE AND CONFIDENTIALITY      CUSTOMER'S INITIALS \_\_\_\_\_

### 9.1 DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" refers to any proprietary or sensitive information that has actual or potential economic value from not being generally known or readily ascertainable by others who could derive economic benefit from its disclosure.

Without limiting the foregoing, Confidential Information includes but is not limited to:

- (a) Any third-party information entrusted to the Homeowner that Grid Guard knows or should reasonably know is confidential.
- (b) Any proprietary business or technical information belonging to the Homeowner.

### 9.2 NON-DISCLOSURE OBLIGATION

Grid Guard agrees that, during the term of this Agreement and thereafter, it shall not disclose any Confidential Information of the Homeowner to any third party, except:

- (a) To the extent necessary for Grid Guard to perform its obligations under this Agreement; or
- (b) As required by applicable law.

This confidentiality obligation shall survive the termination of this Agreement.

### CONFLICT OF INTEREST:

Grid Guard represents and warrants that, to the best of its knowledge, it has no existing obligations, relationships, or interests that would create an actual or perceived conflict of interest with its obligations under this Agreement.

Grid Guard further agrees to provide immediate written notice to the Homeowner upon becoming aware of any potential or actual conflict of interest that may arise during the term of this Agreement, including but not limited to:

- Financial interests in competing service providers;
- Business relationships that may compromise impartiality; or
- Any other affiliations or obligations that may impair Grid Guard's ability to act in the best interests of the Homeowner.



### **CONFLICT OF INTEREST (CONT):**

Upon such notice, the Homeowner and Grid Guard shall promptly and in good faith evaluate the nature of the conflict and determine whether corrective action is required, which may include modifying, suspending, or terminating the Agreement.

If Grid Guard is currently aware of any such obligations or affiliations that may reasonably give rise to a future conflict, it agrees to disclose them in writing prior to executing this Agreement.

### **INDEMNIFICATION AND LIMITATION OF LIABILITY:**

#### **INDEMNIFICATION**

Each party (“Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other party (“Indemnified Party”), including its officers, directors, employees, agents, contractors, representatives, and affiliates, from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, penalties, costs, and expenses (including reasonable attorneys’ fees and investigation costs), arising out of or relating to:

- (a) The negligent, grossly negligent, or wrongful acts or omissions of the Indemnifying Party or its personnel;
- (b) A material breach of this Agreement by the Indemnifying Party; or
- (c) Any claim or finding by a court or governmental agency that the Homeowner is considered the employer of Grid Guard or its personnel for any purpose.

The indemnification obligations under this section shall survive the termination or expiration of this Agreement.

#### **LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to the performance, failure, or use of the System, including but not limited to damages for loss of profits, loss of use, personal injury, property damage, or death, regardless of the theory of liability (contract, tort, or otherwise), even if the Company has been advised of the possibility of such damages. Customer acknowledges that the Battery Energy Storage System (BESS) installed under this Agreement is an essential load backup system, which is not intended to power the entire home during utility outages. Only designated circuits or appliances will receive backup power. It is the Customer’s sole responsibility to ensure that any critical or life-sustaining equipment (e.g., medical devices) is connected to the circuits supported by the BESS.

Company makes no guarantee or warranty that the BESS will provide uninterrupted or sufficient power to operate such equipment. Accordingly, Company disclaims all liability for any injury, harm, or death resulting from power outages, system failures, or Customer’s failure to properly configure life-sustaining devices within the scope of the battery backup. Customer expressly assumes all risk associated with such usage and waives any claim against Company arising therefrom.

CUSTOMER’S INITIALS \_\_\_\_\_



### **MEDIATION & ARBITRATION OF DISPUTES:**

In the event of any dispute, claim, or controversy arising out of or related to this Agreement or the installation, ownership, operation, or maintenance of the Solar System, the parties agree to first attempt to resolve the matter through good-faith mediation.

If mediation is unsuccessful, the dispute shall be resolved through final and binding arbitration administered by a neutral third party in accordance with the rules of the American Arbitration Association (AAA), or another mutually agreed-upon arbitration provider. The arbitration shall be conducted in the state and county where the Property is located.

Each party shall share the costs of mediation and arbitration equally. Each party shall bear its own attorney's fees and expenses, unless otherwise awarded by the arbitrator as permitted by applicable law. The arbitrator shall apply the laws of the state where the Property is located, and shall have no authority to:

- Award punitive, incidental, or speculative damages;
- Modify the terms of this Agreement; or
- Certify or preside over any form of class or collective proceeding.

Any arbitration award shall be final, binding, and enforceable in any court of competent jurisdiction and shall be treated as Confidential Information under Section 9.

### **WAIVER OF LITIGATION RIGHTS:**

BY ENTERING INTO THIS AGREEMENT, BOTH PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO FILE A LAWSUIT IN COURT OR TO REQUEST A JURY TRIAL FOR ANY DISPUTE COVERED BY THIS CLAUSE. IF EITHER PARTY REFUSES TO PARTICIPATE IN MEDIATION OR ARBITRATION, THEY MAY BE COMPELLED TO DO SO UNDER APPLICABLE STATE LAW.

### **VENUE FOR ENFORCEMENT:**

Any legal action brought to enforce or confirm an arbitration award shall be filed exclusively in the state or federal courts located in the county and state where the Property is located. Both parties hereby consent to the jurisdiction and venue of such courts for that purpose.

### **FORCE MAJEURE:**

Notwithstanding any other provision of this Agreement, neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (excluding payment obligations) if such delay or failure is caused by an event or circumstance beyond that Party's reasonable control, including but not limited to:

- Acts of God (e.g., floods, fires, earthquakes, storms, lightning);
- Acts of civil or military authority, government regulations, national emergencies, or martial law;
- Acts of war, terrorism, or threats thereof;
- Pandemic, epidemic, or public health emergency;
- Utility grid failures or delays in interconnection approval;
- Supply chain disruptions or unavailability of critical components through no fault of the affected party.

The affected Party must promptly notify the other Party in writing of the occurrence of the force majeure event and must use commercially reasonable efforts to resume performance as soon as practicable.

Force majeure shall not excuse payment obligations unless such payment is directly tied to services that were unable to be rendered due to the event.

CUSTOMER'S INITIALS \_\_\_\_\_

**MECHANIC'S LIEN RIGHTS:**

The Owner acknowledges that, under applicable state law, Grid Guard retains the right to file a mechanic's lien against the Property if it has not been paid in full for services rendered or equipment installed under this Agreement. A mechanic's lien is a legal claim recorded with the county that may affect the title to the Property, similar to a mortgage. Grid Guard will only exercise this right in accordance with all applicable notice and filing requirements set forth by state law and only after reasonable attempts have been made to resolve any outstanding payment dispute. Grid Guard may also pursue legal or arbitration remedies to recover unpaid amounts due under this Agreement. If a court or arbitrator finds that the lien is valid, the Owner may be required to pay the outstanding balance, including any associated legal costs.

**OWNERSHIP OF HOME:**

By signing this document, the Owner certifies that they are the legal owner of the home and property where the services are being performed.

**10. TRANSFER OF SYSTEM AND WARRANTY** CUSTOMER'S INITIALS \_\_\_\_\_**10.1 TRANSFERABILITY OF WARRANTY**

Grid Guard agrees to transfer its warranty to a subsequent purchaser of the home or real property where the Solar System is installed.

**10.2 CUSTOMER OBLIGATIONS FOR TRANSFER**

The original Owner ("Customer") shall be responsible for facilitating the transfer of the warranty by providing Grid Guard with the following details of the new owner:

- Full Name
- Mailing Address (or the property address, if unchanged)
- Phone Number
- Email Address

This information must be submitted via email to support@grid-guard.co to initiate the warranty transfer process.

**10.3 MANUFACTURER AND FINANCIER TRANSFER CONDITIONS**

The Customer is responsible for complying with any requirements necessary to transfer manufacturer warranties for individual system components (e.g., solar panels, inverters, batteries), which may require product registration, proof of sale, or formal ownership updates

**NOTICES, GOVERNING LAW & SEVERABILITY:**

Any notices required or permitted under this Agreement shall be in writing and may be delivered by electronic mail (email) to the addresses set forth on the first page of this Agreement, or to such other address as either party may designate in writing. Notice will be deemed given:

- On the date of delivery, if delivered in person or by courier;
- Three (3) business days after mailing, if sent by certified mail; or
- On the date of confirmation, if sent via email during normal business hours.



### **NOTICES, GOVERNING LAW & SEVERABILITY (CONT):**

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without regard to its conflict of law principles.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and such invalid provision shall be modified or interpreted to best accomplish the original intent of the parties to the extent permitted by law.

### **ATTORNEY FEES AND COSTS:**

In the event of any dispute, claim, or legal proceeding (including arbitration, mediation, or litigation) arising out of or relating to this Agreement, including to enforce any provision of this Agreement or to enjoin its breach, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney fees and costs.

This includes, without limitation, fees and expenses incurred in connection with:

- Trial or arbitration proceedings,
- Appeals, and
- Any related bankruptcy or insolvency matters.

The determination of “prevailing party” shall be made by the court, arbitrator, or other trier of fact. This clause shall survive the termination or expiration of this Agreement.

### **SOLAR SYSTEM ENVIRONMENTAL CONDITIONS:**

Unless otherwise stated in this Agreement, the Solar System has been designed and sized based on the environmental conditions present at the time of Grid Guard’s site analysis and system design. Grid Guard’s production estimates and performance guarantees are valid only under those original environmental conditions.

Grid Guard shall not be responsible for any decrease in system performance or inability to meet the production guarantee caused by changes in the surrounding environment, including but not limited to:

- Growth of trees, shrubs, or other vegetation;
- Construction of new buildings, fences, or other obstructions on the Owner’s property or adjacent properties;
- Changes in weather patterns, climate, or other uncontrollable environmental factors.

If the Owner agreed, as part of this Agreement, to remove or modify any obstructions (such as trees or structures) that interfere with Solar System performance and fails to do so, Grid Guard’s production guarantee shall no longer apply.

The Owner is solely responsible for maintaining the environmental conditions necessary to support the Solar System’s optimal operation throughout the term of the Agreement.

### **11. SEVERABILITY**    CUSTOMER’S INITIALS \_\_\_\_\_

If any term or provision of this Agreement, or the application of any such term or provision to any person or circumstance, is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall remain in full force and effect. Each term and provision of this Agreement shall be valid and enforceable to the maximum extent permitted by law.

**12. CREDIT CHECK CONSENT** CUSTOMER'S INITIALS \_\_\_\_\_

Customer acknowledges and agrees that Grid Guard may obtain and use their consumer credit report, as permitted by law, for the purposes of evaluating eligibility for this Agreement and for verifying creditworthiness. In the event Grid Guard considers a merger, acquisition, or sale of its customer agreements, Customer further authorizes Grid Guard to perform additional credit checks, if applicable, for the sole purpose of demonstrating contractual value to a prospective acquiring entity. Any credit inquiry will comply with all applicable consumer protection laws and regulations, and Grid Guard will not share or sell credit information except as required to complete such a transaction.

**13. ENTIRE AGREEMENT AND ACKNOWLEDGEMENT** CUSTOMER'S INITIALS \_\_\_\_\_

The undersigned parties acknowledge that they have read, understood, and voluntarily agreed to the terms and conditions contained in this Agreement. This Agreement, including any attached exhibits or schedules, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether oral or written.

Any amendment or modification to this Agreement must be made in writing and signed by both parties.

**BY SIGNING BELOW, YOU CERTIFY THAT:**

- Have read and agree to all terms of this Agreement and its Exhibits, including the arbitration clause
- Are at least 18 years old and legally own the home where the system will be installed;
- Agree that Grid Guard has sole discretion to approve your participation;
- Accept responsibility for all payments and obligations under this Agreement;
- Understand you will continue to receive a bill from your utility provider;
- Understand that payment is required by Automatic Clearing House (ACH)
- Acknowledge that the system is owned by Grid Guard and/or its assigns during the term;
- Agree to maintain a working email address for all communications;
- Have been informed of your right to cancel this Agreement within three (3) business days, as explained in the attached Notice of Cancellation.

**OWNER(S) SIGNATURE(S) GRID GUARD LLC.**

|                    |                             |       |
|--------------------|-----------------------------|-------|
| _____              | _____                       | _____ |
| Primary Print Name | Primary Signature           | Date  |
| _____              | _____                       | _____ |
| Energy Consultant  | Energy Consultant Signature | Date  |

**THREE-DAY RIGHT OF CANCELLATION:**

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Effective Date

**CANCELLATION POLICY**

You may CANCEL this transaction without any penalty or obligation within three (3) business days from the above date.

If you cancel:

- Any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within ten (10) business days following the seller's receipt of your cancellation notice.
- Any security interest arising from this transaction will be canceled.

**Return of Goods**

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

- If you make the goods available and the seller does not pick them up within twenty (20) days from 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 but fail to do so, you remain liable for performance of all obligations under the contract.

To cancel this transaction, email a copy of this Cancellation Notice to Grid Guard, LLC., (Address) or emailed to [support@grid-guard.co](mailto:support@grid-guard.co)

I HEREBY CANCEL THIS TRANSACTION.

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Owner/Buyer's Signature

---

Date

# Single Debit Authorization Form

Customer's Information Section

**Bank Name** \_\_\_\_\_

**Name As it Appears on Bank Account** \_\_\_\_\_

**Authorized Signer's Name On Bank Account** \_\_\_\_\_

**Address On Bank Account** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Daytime Telephone** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **Evening Telephone** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Banking Information Section

**Bank Routing Number** \_\_\_\_\_ **Account Number** \_\_\_\_\_  
Routing # is 9 digits and before the Account #                      Account Numbers May Be Up To 17-digits Long

**Amount You Authorize In U.S. Dollars \$** \_\_\_\_\_ **Date You Authorize This Payment** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day                      Month                      Year

**Your Printed Name** \_\_\_\_\_ **Today's Date** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day                      Month                      Year

I hereby authorize \_\_\_\_\_ to  
initiate a single check debit entry to my checking account for the amount  
above.

Client Signature. **Sign Here and DO NOT TOUCH THE LINES PLEASE.**

Optional - PLACE CHECK HERE - Optional  
(not required if everything is filled out above)