



CUSTOMER CARE SERVICES AGREEMENT

THIS CUSTOMER CARE SERVICES AGREEMENT (“**AGREEMENT**”) APPLIES TO ALL USE OF THE SERVICES PROVIDED BY OMNIDIAN, INC. (“**OMNIDIAN**”; “**WE**”, “**US**”, AND “**OUR**”) TO YOU (“**SYSTEM OWNER**”, “**OWNER**”, “**YOU**”, AND “**YOUR**”) – AS MORE SPECIFICALLY SET FORTH BELOW. THIS AGREEMENT INCLUDES THE “**INFORMATION FORM**” FILLED OUT AS PART OF THE ONBOARDING PROCESS, AND THE ATTACHED “**TERMS AND CONDITIONS**”. TOGETHER, OMNIDIAN AND YOU WILL BE REFERRED TO HEREIN AS THE “**PARTIES**” (EACH A “**PARTY**”). BY ACCESSING OR USING ANY OF OMNIDIAN’S SERVICES, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY YOU (“**EFFECTIVE DATE**”).

TERMS AND CONDITIONS

I. WHAT THIS AGREEMENT COVERS

A. Covered Property. This Agreement covers only the System described on, and at the System Address identified on, the Information Form. **This Agreement does not cover any other solar photovoltaic system(s) or energy storage system(s) you may own, regardless of whether you purchased such system(s) together with or separately from the System.**

II. WHAT SERVICES THIS AGREEMENT PROVIDES

Omnidian’s responsibilities under this Agreement are limited to providing monitoring and support services as specified and limited in the following paragraphs. The Owner will be responsible for the cost of all repairs or other services that are required or which the Owner elects to have performed on the System.

A. Changes to the System. The terms of this Agreement are specific to and dependent on the description of the System in the System Information section of the Information Form. Sometimes changes are made to the System design before or after the Start Date. For example, your Dealer might not be able to install the System as described in the Information Form due to the conditions at the Premises. The following provides the procedures for addressing any change in the System other than a change to the Data Access Fee. Changes to the Data Access Fee are addressed in Section II.D of this Agreement.

1. If the System differs, in any way, from how it is described in the “System Information” section of the Information Form and otherwise exists before the Start Date of this Agreement, you agree that Omnidian will have the right (a) to continue this Agreement unchanged, (b) to terminate this Agreement and refund the Plan Cost (to the extent already paid by you) identified in the Information Form or (c) to modify this Agreement to reflect the changes to the System and to alter the Plan Cost.
2. If the System differs, in any way, from how it is described in the “System Information” section of the Information Form after the Start Date of this Agreement, you agree that Omnidian will have the right, at its sole discretion, (a) to continue this Agreement unchanged, (b) to terminate this Agreement pursuant to Section III.E of this Agreement and issue a refund pursuant to Section III.J or (c) to modify this Agreement to reflect the changes to the System, and to alter the Plan Cost.
3. If Omnidian issues modifications to the Agreement, Omnidian will provide you with the modified Agreement, in written or electronic form. You will have thirty (30) days from the time the modified Agreement is sent to reject the modified Agreement. If you do not provide Omnidian with written notice of your decision to reject the modifications to the Agreement within thirty (30) days, the modifications to the Agreement will be deemed accepted and you will have agreed to be bound by the terms thereof. If you provide Omnidian with written notice of your decision to reject the modifications to the Agreement within thirty (30) days, this Agreement will be deemed terminated pursuant to Section III.E of this Agreement and you will receive a refund in the amount described in Section III.J. In order to reject the modified Agreement, you must provide written notice of your decision to Omnidian at the office address or e-mail address identified in the Information Form.

B. Monitoring. Omnidian will monitor the System and determine how it is performing by comparing Actual Energy to Expected Energy for the System. If Omnidian detects a Performance Shortfall, Omnidian will notify you by email of the issue and recommend steps for resolution. At least once a quarter, Omnidian will send you a report of the System’s performance via e-mail.

C. System Performance Inquiries. If you have questions about the System’s performance, you can submit a “System Performance Inquiry” by contacting Omnidian at the e-mail or toll-free telephone number identified in the Information Form under the heading Omnidian’s Information. Omnidian’s hours of operation are from 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday excluding federal public holidays. If you have a question outside of Omnidian’s hours of operation, you may leave a message at the e-mail address or telephone number identified in the Information Form.

- D. Optional Services.** Under this Agreement, Omnidian does not agree to pay for or perform any repairs or other services on the System. If Omnidian, in its sole discretion, determines that the System has a Performance Shortfall covered by the terms of this Agreement, Omnidian will provide you with a preliminary assessment of the cause of the Performance Shortfall at no cost to you, offer to remediate the System's Performance Shortfall, and provide an estimate of the price of such repair/remediation ("optional services"). You may choose to: (a) accept this offer from Omnidian with the specified price and terms, (b) have the System remediated independently through a third party, or (c) allow the Performance Shortfall to continue. Unless otherwise specified in Omnidian's offer, Omnidian's offer must be accepted within thirty (30) days or the offer is revoked. Omnidian will not have any obligation to perform optional services unless you accept Omnidian's offer. If you accept Omnidian's offer, then Omnidian's obligations are subject to all of the terms of that offer, including but not limited to your agreement to pay for the optional services. Once you accept Omnidian's offer, Omnidian will commence its optional services without a requirement that a claim form or application be filed. Omnidian will contact you to schedule and coordinate a field services visit if Omnidian determines such optional field services are required to remediate the Performance Shortfall. You are responsible for ensuring that the System is accessible to Approved Field Services Technicians and for removing any hazards from the Premises that could endanger Approved Field Services Technicians. Refurbished, reconditioned, or non-original parts may be used to remediate the cause of a Performance Shortfall.
- E. Timing of Services.** In normal circumstances, Omnidian will initiate its services by performing repair diagnostics within forty-eight (48) hours of Omnidian's determination that the System has a Performance Shortfall. Once Omnidian receives actual notice, in writing or by telephone, that you are accepting our offer to remediate the Performance Shortfall, Omnidian will then make reasonable efforts to dispatch an Approved Field Services Technician to the Premises within two (2) weeks of the time that we determine that there is a Performance Shortfall if we determine that field services are required to remediate the Performance Shortfall. All optional field services will be performed during regular working hours (9:00 a.m. and 5:00 p.m. local time Monday through Friday).
- F. Approved Field Services Technicians.** Only Approved Field Services Technicians may perform the field services provided for under this Agreement. Omnidian is not responsible or liable in any manner for the acts, errors, or omissions of any third-party contractors, technicians, or individuals independently retained by you to perform any work, including but not limited to repairs, alterations, or maintenance, on the System.
- G. Omnidian's responsibilities under this Agreement are limited to the monitoring services expressly specified in Section II of this Agreement.**

III. DURATION OF THIS AGREEMENT

- A. Coverage Period: Initial Term and Optional Renewal After Initial Term.** Unless earlier cancelled or terminated pursuant to the terms of this Agreement and subject to payment of the Plan Cost as required under Section IV.B of this Agreement and Omnidian receiving all necessary System information and monitoring access pursuant to Section II.C-D of this Agreement, coverage provided under this Agreement commences on the Start Date and continues until expiration of the Initial Term, on which date this Agreement shall automatically terminate. Omnidian may offer to renew this Agreement upon expiration of the Initial Term, subject to stated modifications of its terms, including, but not limited to, the Plan Cost. If Omnidian wishes to extend this Agreement past the Initial Term, it will send you a written addendum ("Addendum") stating any modifications to the Plan Cost and any other terms of this Agreement at least sixty (60) days before the Initial Term date. This Agreement will only be extended if you acknowledge your acceptance of the Addendum before the Initial Term date by electronically executing the Addendum through the means provided by Omnidian. Upon receipt of your acceptance of the Addendum, this Agreement as modified by the Addendum (the "Modified Agreement") will continue unless and until cancelled or terminated pursuant to the terms of the Modified Agreement. If Omnidian wishes to further modify the Modified Agreement, it will send you further written addendums setting forth such modifications at least sixty (60) days before the proposed effective date of those modifications. If you do not accept the proposed modifications, this Agreement and any Modified Agreements will be deemed terminated at the end of the term of the last Modified Agreement.
- B. Right of Return; Cancellation by You Before Services Provided.** If no services have been performed under this Agreement, you may cancel this Agreement within twenty (20) days of your execution of this Agreement by providing written notice of cancellation to Omnidian at the office address or e-mail address identified in the Information Form. Omnidian must receive actual notice, in writing, within the specified time period for cancellation to be effective. If this Agreement is cancelled by you within this time period, we will provide you with a refund of any Plan Cost paid by you, within thirty (30) days of receiving actual notice, in writing, of your cancellation. If your Dealer is unable to install the System as described in the Information Form, you may cancel this Agreement at any time up until a year after the date of this Agreement provided that Omnidian has not performed any monitoring services under this Agreement and we will refund you any Plan Cost paid by you, within thirty (30) days of receiving actual notice, in writing, of your cancellation.
- C. Cancellation by You After Services Provided.** In addition, after Omnidian begins providing services under this Agreement, you may cancel this Agreement at any time by providing written notice of cancellation to Omnidian at the office address or email address

identified in the Information Form, in which case this Agreement will terminate effective at the end of the month in which Omnidian receives your written notice of cancellation. Omnidian must receive actual notice, in writing, for your cancellation to be effective.

- D. Cancellation by Omnidian.** Omnidian may cancel this Agreement at any time with written notice: (1) for fraud or misrepresentation by you; (2) for nonpayment of any amount due in connection with this Agreement; (3) for violation of any of the terms and conditions of this Agreement, including but not limited to noncompliance with Omnidian's Communication Requirements and violation of Section II.C of this Agreement; (4) violation of the representations and warranties made in Section IV.A. of this Agreement; (5) if required to do so by any regulatory authority; or (6) you are in default pursuant to Section IV.K. of this Agreement. Written notice of the effective date of the cancellation and the reason for cancellation will be mailed to you at your last known address contained in our records. Cancellation will be deemed effective as of the last day of the contract month following the contract month in which Omnidian provides notice of cancellation unless the reason for the cancellation is fraud or misrepresentation, nonpayment by you, or a substantial breach of duties by you relating to the System.
- E. Termination Due to Changes to the System.** Omnidian may, at its sole discretion, terminate this Agreement If the System differs, in any way, from how it is described in the "System Information" section of the Information Form after the Start Date of this Agreement.
- F. Termination Upon Sale or Transfer of Premises.** If you sell or otherwise transfer ownership of the Premises, this Agreement shall automatically terminate on the date of sale or transfer of the Premises unless you assign your rights under this Agreement in accordance with the terms of Section V.E. of this Agreement and with Omnidian's written consent. If you wish to assign your rights to this Agreement upon sale or transfer of the Premises, you must provide written notice of the sale or transfer before title for the Premises is transferred to give Omnidian reasonable opportunity to consent to such assignment. If you wish to receive a refund pursuant to the terms of Section III.J of this Agreement, you must provide written notice of the sale or transfer at least fifteen (15) days before title of the Premises is transferred and provide Omnidian with the appropriate address to mail such refund.
- G. Termination Upon Substantial Impairment of the System By External Force or Actor.** Either Party may terminate this Agreement upon written proof of substantial impairment of the System caused by an external force or actor resulting in a condition not covered by this Agreement. The System shall be deemed substantially impaired if the cost for repairing or replacing the System exceeds seventy-five (75) percent of the actual value of the System. The termination shall become effective as of the date on which the written notice and proof of substantial impairment of the System is sent.
- H. Termination Due to Premises Being Declared Uninhabitable.** Either Party may terminate this Agreement upon written notice to the other if local authorities declare the Premises uninhabitable and proof of such declaration is provided to us. The termination shall become effective as of the date on which the written notice and proof of declaration of uninhabitability is sent.
- I. Termination Due to Data Access Fee Increase.** If during the coverage period of this Agreement your Inverter Manufacturer increases the Data Access Fee, Omnidian will provide you notice of such increase within a reasonable time after it learns of such increase. You will have thirty (30) days from the time such notice is sent to cancel this Agreement via written notice. If you do not provide Omnidian with written notice of your decision to cancel the Agreement within thirty (30) days, this Agreement shall remain in effect and you will continue to be obligated to make all payments under this Agreement, including payment for the increased Data Access Fee, unless and until this Agreement terminates or is cancelled pursuant to another sub-section of Section III of this Agreement. In order to cancel the Agreement pursuant to this Section, you must provide written notice of your decision to Omnidian at the office address or e-mail address identified in the Information Form.
- J. Refund as Result of Cancellation or Termination.** If you cancel this Agreement pursuant to Section III.C., you shall be entitled solely to a refund of any Unused Data Access Fees paid by you. If this Agreement is cancelled or terminated for any of the reasons identified in Sections III.D. through III.I, you shall be entitled to a refund of any Unused Data Access Fees and a prorated share of any unearned Plan Cost paid by you (calculated based on the ratio of months remaining under this Agreement as against the Initial Term). If you are entitled to a refund under this Section, then we shall make payment of that refund within sixty (60) days of the notice of termination or cancellation.

IV. YOUR DUTIES

- A. Representations and Warranties.** By entering into this Agreement, you make the following representations and warranties:
1. you are eighteen (18) years of age or older;
 2. you have authority to enter into this Agreement with respect to the System, including the authority to grant Omnidian access to the System as required by this Agreement; and
 3. the description of the System set forth in the Information Form is true and accurate in all respects.
- B. Payment Obligation.** You agree to pay your share of the Plan Cost identified in the Information Form by the System Installation Date. You further agree to cover the costs of any additional Data Access Fees charged to Omnidian pursuant to Section IV.F.3. of this Agreement. Payment shall be made directly to Omnidian by credit card or electronic funds transfer (ACH). Failure to make Plan

Cost or Data Access Fee payments will result in the suspension or termination of service. You agree to pay any additional bills issued by Omnidian for any *optional* services that you elect to have performed by Omnidian.

- C. Fraud and Misrepresentation.** You agree not to make a materially incorrect, false, fraudulent, negligent, incomplete, misleading, or deceptive representation, through act or omission. If you make a materially incorrect, false, fraudulent, negligent, incomplete, misleading, or deceptive representation, through act or omission, then Omnidian may cancel this Agreement pursuant to the terms of Section III.D. of this Agreement.
- D. Consent to Use of Monitoring and Performance Data.** You agree that Omnidian may use the data and information it collects concerning the System, its performance, and its maintenance history for purposes other than providing monitoring or field services to you, including, but not limited to, generating performance statistics and performing case studies. You further agree that Omnidian may share this data and information with other businesses involved in the sale, purchase, or maintenance of the System, such as your Dealer and lender.
- E. Right to Monitor.** As a condition of this Agreement, you must permit Omnidian to monitor the System to determine how it is performing relative to the Expected Energy for the System. If you refuse to permit Omnidian to monitor this System or fail to restore monitoring connectivity when requested by Omnidian, Omnidian may terminate this Agreement pursuant to Section III.D of this Agreement, and refund you any amounts required under Section III.J of this Agreement.
- F. System Communications. You bear sole responsibility for ensuring that the System remains connected to the internet in accordance with Omnidian’s Communication Requirements and that Omnidian has access to data concerning the System’s performance.**
1. Your Dealer must activate the System and provide Omnidian and Omnidian’s monitoring software with access to the System’s monitoring data. If your Dealer is unable to establish communication between Omnidian, Omnidian’s monitoring software, and the System, Omnidian may, in its sole discretion, terminate this Agreement and refund any Plan Costs paid by you.
 2. If during the coverage period of this Agreement, the System fails to comply with Omnidian’s Communication Requirements, Omnidian may, in its sole discretion, terminate this Agreement pursuant to Section III.D of this Agreement and refund any amounts paid by you required under Section III.J of this Agreement. Omnidian shall have no obligation to monitor or perform services during any period in which the System fails to comply with Omnidian’s Communication Requirements.
 3. You are responsible for any data access fees charged to Omnidian by your Inverter Manufacturer for Omnidian to access data concerning the System’s performance. The amount currently charged by your Inverter Manufacturer, if any, is identified as the “Data Access Fee” in the System Information section of the Information Form. For the duration of the Initial Term, this amount is included in the Plan Cost or the amount paid by your Dealer. However, if your Inverter Manufacturer changes its Data Access Fee at any point during or before the Initial Term, the Data Access Fee will automatically be increased or decreased to reflect the change, and Omnidian will issue an invoice or bill for any additional Data Access Fee due or refund you any amounts paid by you in excess of the adjusted Data Access Fee. Payment for such Data Access Fees shall be made pursuant to the procedure set forth in Section IV.B of this Agreement.
- G. Responsibility to Provide Safe Access to System.** You shall bear the sole responsibility for ensuring that the System is accessible to Omnidian and its Approved Field Services Technicians and for removing any hazards from the property that could endanger Approved Field Services Technicians during field services.
- H. Default; Default Remedies.** You shall be in default if you (a) engage in fraud or misrepresentation; (b) fail to make any payment due under this Agreement within the period designated for such payment; (c) violate any of the terms and conditions of this Agreement; or (d) violate the representations and warranties made in Section IV.A. of this Agreement. Omnidian may elect to cancel this Agreement due to your default, pursuant to the terms of Section III.D. of this Agreement. If your default is due to nonpayment of a bill, Omnidian may, in the alternative, elect to suspend service under this Agreement until any amount due is paid in full. You agree to pay all court costs and other collection costs, including reasonable attorney fees, actually incurred relating to your default.

V. GENERAL TERMS

- A. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to conflict of law principles as to all matters, including but not limited to matters of validity, construction, effect, performance, and remedies.
- B. Entire Agreement.** This Agreement reflects the entire agreement with respect to the matters set forth in this Agreement and supersedes any prior agreements, commitments, drafts, communication, discussions, and understandings whether oral or written with respect to this Agreement.

- C. Further Assurances.** The Parties agree to do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the agreements contained in this Agreement in the matter contemplated by this Agreement.
- D. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement or the validity or effectiveness of such provision in any other jurisdiction.
- E. Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event that you elect to assign this Agreement and Omnidian consents to that assignment, you agree to pay Omnidian a reasonable administrative fee as a condition of the assignment of the Agreement.
- F. Refund Paid to Lender.** You agree and understand that if Omnidian is required to refund all, or some, of the Plan Cost and your payment of these amounts was financed through a lender, then Omnidian will make the refund payment directly to your lender. Your lender will be responsible to repay you any refund amount above your outstanding debt to your lender.
- G. Omnidian's obligation under the terms of this Agreement are backed by the full faith and credit of Omnidian.**
- H. Limitation of Liability.** **IN NO EVENT SHALL OMNIDIAN BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES WHETHER IN CONTRACT OR IN TORT FOR INJURY TO PERSON OR PROPERTY RESULTING FROM ANY ACTIONS UNDERTAKEN PURSUANT TO THIS AGREEMENT OR THE FAILURE OF THE SYSTEM OR ANY PARTS OF THE SYSTEM. The sole and exclusive remedy against Omnidian or its agents, employees, officers or affiliates for any damage to the System or its component part(s) arising from Omnidian's services, equipment, or work shall be the lesser of (a) the actual damages incurred by you because of the damage to the System or component part(s) or (b) the fair market replacement value of the damaged System or the damaged component part(s). With respect to the Performance Guarantee, the sole and exclusive remedy against Omnidian for any breach by us of our obligations under the Performance Guarantee shall be the lesser of (a) the amount of the credit payment to which you would be entitled under Section II.H. and Section II.L.1. (Limit of Liability) of this Agreement, (b) the actual damages incurred by you, or (c) the Subscription Costs paid by you.**
- I. Arbitration.** Any dispute arising out of or relating to this Agreement, including the breach, termination, or validity of any part of this Agreement, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration (the "Rules") by a sole arbitrator. In the event of any conflict between the Rules and this Agreement, this Agreement shall apply. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. **THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL AND ANY OTHER CIVIL COURT PROCEEDING AND AGREE THAT THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON THE PARTIES.** The Parties further agree that:
1. Either Party may initiate arbitration by sending a demand for arbitration to the other by certified mail, return receipt requested at the address for the other Party set forth in the Information Form.
 2. The Parties shall each nominate three candidates for sole arbitrator within thirty (30) days of the date of receipt of the demand for arbitration. Nominations shall be sent by certified mail, return receipt requested at the address for the other Party set forth in the Information Form, unless otherwise agreed by the Parties. Arbitrator candidates must be either a retired judge of any federal or state court in the forum in which the arbitration takes place, admitted as a neutral by the International Institute for Conflict Prevention & Resolution, listed on the American Arbitration Association National Roster of arbitrators and mediators, or approved as a neutral by JAMS. Within five (5) business days of receipt of the nominations of arbitrators, each Party shall strike two candidates from the other's nominations and the sole arbitrator shall be selected from the remaining two (2) candidates by drawing lots. If either Party fails to perform any of these steps for selecting the arbitrator within the time period provided and the other Party has timely complied with these steps to the extent possible in view of the other's failure, then the complying Party may select the arbitrator from the nominated candidates.
 3. The arbitrator shall be relieved of all judicial formalities. The arbitrator shall have the authority to determine the enforceability of this Agreement to arbitrate as well as whether a claim is arbitrable. The arbitrator shall apply the law of the State of Washington.
 4. The place of the arbitration shall be in Seattle, Washington, but either Party may attend the arbitration telephonically or by video conference. If it is determined that this forum selection provision is unenforceable, then the Parties agree to arbitrate in the capital city of the jurisdiction of the state listed in the System Address identified in the Information Form.

5. It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 6. The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages. The arbitrator shall not be entitled to issue injunctive or other equitable relief. **THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF.**
 7. Unless such costs are specifically awarded as damages by the arbitrator, each Party shall bear its own costs with respect to the arbitration and the Parties shall equally share any fees charged by the arbitrator and any administrative costs associated with the arbitration and jointly incurred by and with the agreement of both Parties.
 8. Any court action to enforce this arbitration provision or otherwise arising out of or relating to this Agreement shall be brought in and can only be maintained in a court of competent jurisdiction within the State of Washington except that either Party may seek to enforce an arbitration award in any appropriate jurisdiction that has jurisdiction over the Parties or their assets subject to an action to enforce a judgment.
- J. **CLASS ACTION WAIVER. Both Parties waive any and all rights to institute, join, or participate as a party in any class action against the other in any way concerning this Agreement, whether filed in any state or federal court or asserted in any arbitration and whether under state or federal law or rule of procedure.**

VI. DEFINITIONS

- A. **“Actual Energy”** means the total number of kWh generated by the System in a given time period, as measured by the monitoring hardware and as communicated to us by you in accordance with Section II.D. of this Agreement.
- B. **“Approved Field Services Technician”** means a contractor, technician, or individual specifically approved and retained by Omnidian to perform work on the System or any component parts. Approved Field Services Technicians are not employees of Omnidian but, instead, are independent contractors approved and retained by Omnidian to perform field services.
- C. **“Communication Requirements”** means the following actions you must take to ensure that the System is able to communicate via the internet with Omnidian and its monitoring software: (a) establish communication with us and our monitoring software via your internet connection and (b) maintain the internet connection so that the monitoring hardware does not fail to transmit information about the System’s electricity generation for more than two (2) consecutive weeks. If the System is not compatible with Omnidian’s monitoring software, it is not compliant with Omnidian’s Communication Requirements.
- D. **“Data Access Fee”** means the amount charged to Omnidian by your Inverter Manufacturer for Omnidian to obtain access to data concerning the System’s performance. Your current Data Access Fee is identified in the Information Form in the box labeled “Data Access Fee.”
- E. **“Dealer”** means the person or entity identified in the Information Form.
- F. **“Expected Energy”** means the kWh that Omnidian projects that the System will generate in a given time period based on Omnidian’s internal energy generation standards. These standards consider, among other things, the System’s specifications and local weather conditions, which Omnidian monitors using weather feed and satellite-based irradiance data.
- G. **“Force Majeure Event”** means any event, condition, or circumstance beyond the Parties’ control and not caused by a Party or our Approved Field Services Technicians’ fault or negligence. Included among such events would be failure or interruption of generation of electricity by the System due to: an act of god; hostilities or warlike operations (whether declared or undeclared); civil war; rebellion; revolution; civil commotion assuming the proportions of or amounting to an uprising; military or usurped power; acts of terrorism; invasion; acts of foreign enemies; sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather conditions or actions of the elements (including abnormal lack of or abnormally inadequate sunshine); hurricane; flood; lightning; wind; drought; hail; volcanic eruptions; meteorite strike; sand; dirt; the binding order of any governmental authority; changes in any applicable law relating specifically to the design, construction, installation, interconnection, or operation of the System or any of its component parts which is implemented after the Start Date that materially and adversely affects the ability of Omnidian to perform its obligations; unavailability of electricity from the utility grid, equipment, supplies, or products; and failure of equipment not utilized by us or under our control (not including the System—that is, defective or faulty components of the System are not a Force Majeure Event).
- H. **“Initial Term”** means the Initial Term of the Agreement, as measured by number of months, as identified in the Information Form in the box labeled “Initial Term.”
- I. **“kWh”** means kilowatt hours of electric energy.

- J. **“Performance Shortfall”** refers to a situation in which the Actual Energy generated by the System is less than seventy-five (75) percent of the Expected Energy for the System for more than one successive calendar month. The determination that a Performance Shortfall has occurred rests within the sole discretion of Omnidian.
- K. **“Plan Cost”** means that amount identified in the Information Form in the box labeled “Plan Cost (to You).” “Plan Cost” does not include any other price identified in the Information Form including but not limited to sales tax.
- L. **“Premises”** and **“System Address”** mean the address of the System identified in the Information Form in the box labeled “System Information.”
- M. **“Prepaid Term”** means the time period identified in the Information Form in the box labeled “Prepaid Term.”
- N. **“Start Date”** means the date on which Omnidian determines that the System is in full compliance with the Communication Requirements and is able to complete the Performance Verification Test. Once the System is compliant with these requirements, Omnidian will provide you with a notice of the Start Date of this Agreement.
- O. **“System”** means the residential solar photovoltaic system identified in the Information Form in the box labeled “System Information.”
- P. **“System Installation Date”** means the date upon which installation of the System begins.
- Q. **“Unused Data Access Fees”** means any amounts paid by you for Data Access Fees which Omnidian has not paid to your Inverter Manufacturer and will not owe your Inverter Manufacturer upon termination of this Agreement.