

Agreement “5”
Solar Operations and Maintenance Agreement

OPERATIONS & MAINTENANCE AGREEMENT

<p><u>SunPower Corporation, Systems (“SunPower”)</u> Name and Title for Notices:</p> <p>Address: SunPower Corporation, Systems 1414 Harbour Way South, Richmond, CA, 94804 Fax: (510) 540-0552</p>	<p><u>County of Nevada (“Customer”)</u> Name and Title for Notices: Tom Coburn, Facilities Manager</p> <p>Address: 950 Maidu Avenue Nevada City, CA 95959 Phone: (530) 470-2637 tom.coburn@co.nevada.ca.us</p>
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This Operations and Maintenance Agreement (this “Agreement”) is entered into as of April 26, 2016 (the “Effective Date”) between SunPower and Customer. Customer hereby engages SunPower and SunPower hereby accepts such engagement to perform certain maintenance services for the system or systems identified in Exhibit A hereof (the “System”), located on the site described in Exhibit A hereof (the “Site”) in accordance with the terms and conditions set forth below. Therefore, in consideration of the promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SunPower and Customer (each a “Party” and together, the “Parties”), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of this Agreement is specified Exhibit A attached hereto (the “**Term**”), unless sooner terminated in accordance with the provisions hereof. Except as provided herein, this Agreement may be extended or renewed only upon mutual agreement by the Parties.

2. **Services.**

(a) **System Services.** Throughout the Term, SunPower shall perform and provide all the system services pursuant to the specific service package selected by Customer as specified in Exhibit B.1 (the “**System Services**”).

(b) **Additional Services.** Throughout the Term, SunPower shall perform and provide all the additional services selected by Customer as specified in Exhibit B.2 (the “**Additional Services**”, and together with System Services, the “**Subscription Services**”).

(c) **Transactional Services.** In addition to the Subscription Services, SunPower may, throughout the Term, provide services not included in the Subscription Services on a transactional basis in accordance with the rate table set forth in Exhibit B.2 (“**Transactional Services**”, and together with Subscription Services, the “**Services**”). In the event Customer requests that SunPower provide Transactional Services or SunPower recommends that Transactional Services be provided in connection with the System, SunPower and Customer shall discuss the scope of such Transactional Services and Customer shall execute a purchase order for such Transactional Services. SunPower shall have no obligation to perform Transactional Services hereunder until a purchase order with respect thereto shall have been executed by Customer.

(d) **Emergency.** If SunPower or Customer learn of an event occurring at the Site or any adjoining property that poses actual or imminent risk of serious personal injury to any person or material physical damage to the System or to the interconnection facilities (an “**Emergency**”), each Party shall immediately notify the other Party thereof and Customer and SunPower shall jointly attempt to formulate a response. SunPower may, in the good faith determination of SunPower, take immediate preventative or remedial action as may be necessary to ensure the (i) continued operation of the System and (ii) safety of personnel and property at the Site. All such remedial or preventative actions shall be deemed Transactional Services approved hereunder and Customer shall issue a purchase order for such Transactional Services as soon as practicable.

3. **Commencement of System Services.** SunPower is to commence provision of System Services upon notice from SunPower to Customer, which notice shall be delivered no later than the Final Completion date of the System (as such event is contemplated in the equipment, procurement and construction agreement between Customer and SunPower) (the “**Commencement Date**”)]

4. **Compensation.** Customer shall pay annually in advance, commencing on the Commencement Date hereof and on each anniversary of the Commencement Date, the Subscription Services Fee set forth in Exhibit A (the “**Subscription Services Fee**”). All Transactional Services performed hereunder shall be billed monthly in arrears for the Transactional Service performed during the previous month. Customer shall pay all amounts invoiced hereunder within thirty (30) days from the invoice date. Any amounts not paid when due hereunder shall bear interest at the rate of 1.5% per month (prorated on a daily basis) or the highest rate allowable by law, whichever is lower. In addition to any interest due on unpaid amounts hereunder and to any other right or remedy

available to SunPower hereunder, Customer shall pay Customer all attorney's fees and costs associated with the collection by Customer of any amounts due hereunder.

5. **Taxes.** SunPower shall invoice Customer separately for any sales, use or ad valorem taxes or other governmental taxes or fees imposed by any governmental authority in connection with the Services performed hereunder.

6. **Termination.**

(a) **Termination Without Cause.** Customer may terminate this Agreement, without cause, by giving the other Party at least 90 days prior written notice.

(b) **Termination For Cause.** If either Party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 30 days after written notice thereof, the non-defaulting Party may terminate this Agreement for cause upon 30 days notice; provided, that if the default cannot reasonably be remedied within such 30 day period and the defaulting Party exercises diligent efforts to cure such default, the defaulting Party shall be afforded additional time to cure such default as may be reasonably required.

(c) **Termination for Non-Payment.** Notwithstanding the provisions of Section 6(b) above, if Customer fails to pay any amounts due hereunder SunPower may (i) suspend the provision of Services hereunder 30 days after notice thereof to Customer and (ii) terminate this Agreement for non-payment upon notice to Customer if such failure remains uncured for 30 days following notice thereof.

(d) **Termination Without Notice.** Notwithstanding any provisions of this Section 6 to the contrary, this Agreement shall terminate immediately and without the requirement for notice to be given, upon (i) the dissolution or termination of the corporate or partnership existence of a Party or (ii) the bankruptcy, insolvency, receivership, or assignment for the benefit of the creditors of a Party, or any general partner of such Party.

(e) **Consequences of Termination.** Termination of this Agreement shall not affect any rights or obligations between the Parties accruing prior to the date of such termination or which expressly or by implication are intended to survive termination. If either Party terminates this Agreement pursuant to this Section 6, Customer shall pay SunPower for all Transactional Services performed by SunPower prior to the effective date of such termination and (i) if SunPower terminates pursuant to clause (a), or if Customer terminates pursuant to clause (b) or (d), SunPower shall return to Customer the proportionate share of the Subscription Services Fee paid by Customer for the portion of the Term remaining following the effective date of such termination or (ii) if otherwise terminated pursuant to clauses (a), (b), (c) or (d), SunPower shall retain the proportionate share of the Subscription Services Fee paid by Customer for the portion of the Term remaining following the effective date of such termination.

7. **Manner of SunPower's Performance.** In performing and providing the Services, SunPower shall use its commercially reasonable efforts to (a) comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including, without limitation, obtaining and maintaining all requisite permits and licenses pertaining to the Services and (b) take all reasonable measures to avoid injury to any person or property and to minimize interference with Customer's activities at the Site. All persons employed, contracted or otherwise utilized by SunPower in performing or providing the Services shall be fully qualified and skilled in their trade.

8. **Access To Site.** On each date of Service with respect to any Customer Site and for so long as any Services are provided by SunPower hereunder, Customer shall enable SunPower or any of its subcontractors or agents to gain free, unobstructed, access to the Site for the purpose of performing the Services hereunder and shall keep the Site free and clear from any encumbrances, obstructions or hazardous materials.

9. **Warranty.**

(a) **Service Warranty.** SunPower warrants for a period of one year from the date of performance of any specific Service hereunder (the "Warranty Period"), that such Services shall be performed in a good and workmanlike manner in accordance with industry practices generally acceptable in the location in which such Services are provided and all requirements of law (the "Service Warranty").

(b) **Exclusive and Limited Remedies.** Provided SunPower is notified of a defect covered by the Service Warranty within the Warranty Period, SunPower shall, at its option and its sole cost and expense, either repair, replace or re-perform any such non-conforming services. Such repair, replacement and/or reperformance constitutes Customer's sole and exclusive remedy for any breach of the Services Warranty, and shall not extend the Warranty Period.

(c) **Limitation and Exclusion of Warranties.** THE SERVICES WARRANTY SET FORTH IN THIS SECTION 8 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF

DEALING OR USAGE OF TRADE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS SECTION 8 WITH RESPECT TO THE SERVICES WHETHER THE CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. SunPower shall not be liable for breach of the Services Warranty to the extent such breach arises from: (i) modifications, alterations or repairs to the System not performed by SunPower; (ii) nonconformities to the extent caused by the System not being operated by Customer or any third party in accordance with any manuals and revisions thereto (including the replacement of worn or failed parts); or (iii) any damage to the System caused by accident, vandalism, malicious mischief, theft or attempted theft or any other Force Majeure Event (as defined below).

10. **Indemnification**.

To the fullest extent permitted by laws and regulations, Installer shall indemnify, defend and hold harmless Customer and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Installer, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The Installer's indemnification obligation shall apply whether or not the act giving rise to such claims, damages, losses and expenses is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

11. **Insurance**.

Customer's Insurance. Customer represents that it is a self-insured Government agency. Limits of liability will be maintained at \$1,000,000 per occurrence/\$2,000,000 annual aggregate. Coverage will include Products Completed Operations, Personal/Advertising Injury, and medical expense of \$10,000. Insurance shall name Installer as an additional insured. Customer shall provide Installer a certificate of insurance evidencing the insurance required in this Section upon request.

SunPower's Insurance. All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement. The insurance shall have a provision that 30 days advance written notice will be given to Customer before any termination or change in coverage protection, or reduction in coverage limits (except 10 days notice for non-payment of premium).

Failure to provide and maintain the insurance policies, endorsements, or certificates of insurance required by this Section shall constitute a material breach of this Agreement and serve as a basis for Customer to suspend payments or terminate this Agreement. The Installer also shall cause and require each subcontractor, or any assignee, to comply with the requirements of this Section.

Liability insurance shall be payable on a "per occurrence" basis unless the Customer specifically consents to "claims made" coverage. If Customer does consent to "claims made" coverage, and if Installer changes insurance carriers during the term of the Contract, or during any extensions, then Installer shall carry "prior acts" coverage.

Liability insurance, including commercial general liability insurance, builders' risk insurance and automobile liability insurance, shall have an endorsement naming the County of Nevada and its officers, agents, employees and volunteers as additionally insured, and in the event of insured loss the Installer's liability insurance shall apply as primary insurance, and other insurance maintained by the Customer shall be excess only and not contributing with Contractor's insurance. The additional insured

endorsement shall be evidenced by form CG 20 10 11 85 or equivalent, subject to approval by the Customer's Risk Manager.

At all times, the Installer shall maintain policies issued by companies with an Best's Rating of B+ or higher, or a Best's Financial Performance Rating of 6 or higher, according to the current A.M. Best's Key Rating Guide, or shall be issued by companies approved by the Customer's Risk Manager. In the event the Best's Rating or Best's FPR falls below the rating required by this Section, then Installer shall promptly secure policies which do comply with this Section.

SunPower shall maintain (a) comprehensive commercial general liability insurance, (b) installation or builders' risk insurance, (c) workers' compensation insurance for Installer's employees and (d) automobile liability insurance as follows:

- (1) Commercial General Liability: Limits of liability will be maintained at \$1,000,000 per occurrence/\$2,000,000 annual aggregate. Coverage will include Products Completed Operations, Contractual Liability, Property Damage, and Personal Injury.
- (2) Workers' Compensation: Statutory as described by law and employers' liability at limits of \$1,000,000.
- (3) Automobile Liability: Limits will be maintained at \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

If SunPower fails to secure and maintain the required insurance, Customer shall have the right (without any obligation to do so, however) to secure the same in the name and for the account of SunPower, in which event Installer shall pay the reasonable cost thereof (or Customer may deduct the same from amounts otherwise due SunPower hereunder) and Installer shall furnish upon demand all information that may be required in connection therewith.

LIMITATION ON LIABILITY.

(c) **CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL SUNPOWER OR ANY OF ITS AFFILIATES EMPLOYEES OR CONTRACTORS BE LIABLE TO CUSTOMER OR ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY FOR (I) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, OR (II) FOR ANY OTHER REASON, EVEN IF CUSTOMER ADVISES SUNPOWER OF THE POSSIBILITY OF THIS LOSS OR DAMAGE.

12. **Assignment; Successors and Assigns.** Each Party's rights, duties and obligations under this Agreement shall not be assigned without the prior written consent of the other Party; provided, however, that SunPower may assign this Agreement to affiliates of SunPower without the prior written consent of Customer. Notwithstanding anything to the contrary herein, SunPower may delegate its duties hereunder to its subcontractors, provided that SunPower shall continue to be primarily responsible for all of its obligations hereunder.

13. **Notices.** All notices, demands and consents provided for in this Agreement shall be in writing and shall be given to Customer or SunPower at the address set forth in Exhibit A, or at such other address and/or to the attention of such other person as they individually may specify thereafter in writing . Such notice or other communication shall be: (a) mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office and be deemed given on the third (3rd) business day following such deposit; (b) sent by reputable overnight carrier (e.g., Federal Express, UPS, DHL, Purolator) and be deemed given when delivered to such carrier; (c) sent by facsimile and be deemed given on the date sent; or (d) delivered by hand and be deemed given on the date delivered.

14. **Force Majeure.** Other than with respect to failure to make payments due under this Agreement, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake,

wind, flood, water, the elements, acts of God, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation or acts or omissions of third parties (any such event, a "Force Majeure Event"). If the performance of Services by SunPower is delayed due to inclement weather or other cause or circumstance beyond SunPower's control, SunPower shall be excused from its obligation to perform the Services and such performance shall be rescheduled to a future date.

15. **Amendments.** Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the Parties hereto in writing.

16. **Complete Agreement.** This Agreement constitutes the entire agreement between Customer and SunPower as to the matters set forth herein, and any and all previous agreements (written or oral) entered into between the Parties hereto with respect to the matters set forth herein shall be deemed merged herewith. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

18. **Severability.** If any provisions of this Agreement shall be found to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and this Agreement shall be enforced to the greatest extent permitted by law.

19. **Independent Contractor.** SunPower shall perform the Services hereunder as an independent contractor and not as an agent or employee of Customer, its parent, subsidiaries or affiliates.

20. **Law and Venue.** This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions that would mandate that application of the laws of another jurisdiction. Any litigation between the parties shall be conducted exclusively in the state or federal courts in the State of California, and each Party hereby unconditionally submits to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF, in consideration for the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned have executed this Agreement by their duly authorized representatives as of the date first written above.

SUNPOWER CORPORATION, SYSTEMS

NEVADA COUNTY, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

1. Site Locations:	<ol style="list-style-type: none"> 1. Admin Center – 950 Maidu Ave, Nevada City, CA 95959 2. Wayne Brown CF – 925 Maidu Ave, Nevada City, CA 95959 3. Carl Bryan JH – 15434 CA-49, Nevada City, CA 95959 4. WWTP LOP – 10984 Riata Way, Auburn, CA 95602 5. Ranch – 16782 CA-49, Nevada City, CA 95959 																								
2. Description of System:	<ol style="list-style-type: none"> 1. Admin Center – 469.8 kWdc, Carport 2. Wayne Brown CF – 313.2 kWdc, Carport 3. Carl Bryan JH – 90.3 kWdc, Roof Single Tilt 4. WWTP LOP – 365.4 kWdc, Tracker 5. Ranch – 1200.6 kWdc, Ground Fixed Tilt 																								
3. Subscription Services Fee:	<p>a. Upfront Payment: \$0</p> <p>b. Year 1 Fee: \$47,363</p> <table border="1" data-bbox="669 905 1369 1394"> <thead> <tr> <th colspan="2">O&M Schedule</th> </tr> <tr> <th>Year</th> <th>O&M (\$/year)</th> </tr> </thead> <tbody> <tr><td>1</td><td>\$47,363</td></tr> <tr><td>2</td><td>\$48,784</td></tr> <tr><td>3</td><td>\$50,247</td></tr> <tr><td>4</td><td>\$51,755</td></tr> <tr><td>5</td><td>\$53,307</td></tr> <tr><td>6</td><td>\$56,270</td></tr> <tr><td>7</td><td>\$57,968</td></tr> <tr><td>8</td><td>\$59,741</td></tr> <tr><td>9</td><td>\$61,589</td></tr> <tr><td>10</td><td>\$63,509</td></tr> </tbody> </table>	O&M Schedule		Year	O&M (\$/year)	1	\$47,363	2	\$48,784	3	\$50,247	4	\$51,755	5	\$53,307	6	\$56,270	7	\$57,968	8	\$59,741	9	\$61,589	10	\$63,509
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4. Term:	10 years, commencing on the Commencement Date																								
5. Monitoring Connection:	Cellular																								

Exhibit B.1
System Services

On the terms and conditions set forth in this Agreement, Customer elects to receive, and SunPower agrees to provide, System Services at the level indicated below:

CHECK ONE TO INDICATE THE SYSTEM SERVICES PACKAGE SELECTED BY CUSTOMER:

- SunPower Performance Monitoring Package
 SunPower Performance Basic Package
 SunPower Performance Plus Package

System Service	Performance Monitoring	Performance Basic	Performance Plus
Customer Technical Support Hotline	✓	✓	✓
SunPower Performance Monitoring Website	✓	✓	✓
Performance Reports	Annual	Annual	Monthly
Daily Performance Monitoring and Notification	✓	✓	✓
Preventive Maintenance, Inspections & Testing		Annual	Annual
Performance Review			Annual
Corrective Maintenance			✓

Customer may select the Performance Monitoring, Performance Basic or Performance Plus System Services package. Services that are included in each package are indicated with a check mark (✓), or frequency. Services indicated with a check mark are continuous and have no annual limit, for example, “Customer Support Hotline.” Services that do not have a check mark or frequency can be provided on a time and materials as part of the Transactional Services.

Description of available System Services

1. Customer Service Support Hotline:
 - a. Technical support line: 1-800-251-9728 (24 hours per day, 7 days per week)
 - b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions
2. SunPower Performance Monitoring Website:
 - a. Customer web site updated every 15 minutes for monitoring operational and environmental performance of the SunPower solar power system
 - b. All site data can be downloaded to Customer’s computer in Microsoft Excel format
 - c. Customer will be provided with login credentials for use during the term of this Agreement

3. Performance Reports:
 - a. Actual vs. expected performance of the System for the period with a comparison of performance to a typical weather year
 - b. Environmental benefits will be estimated and included
 - c. Annual Operations and Maintenance records will be provided to Customer upon request
 - d. Optional custom reports can be supplied on a time and material basis
4. Daily Performance Monitoring and Notification:
 - a. Continuous monitoring of Customer's System via experienced solar monitoring technicians
 - b. Operational status (inverter and system on/off) and performance alerts (actual vs. expected performance) are continuously monitored by the SunPower Operations Center (SOC) system computers and monitoring technicians automatically receive alerts of system anomalies
 - c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator
5. Preventative Maintenance, Inspections & Testing:
 - a. Array
 - i. Inspect PV modules for damage, discoloration or de-lamination
 - ii. Inspect mounting system for damage or corrosion
 - b. Trackers
 - i. Inspect tracker components for damage or corrosion
 - ii. Inspect tracker controllers for damage
 - iii. Lubricate tracker motors and jackscrews
 - iv. Verify proper operation and alignment
 - c. Inverter
 - i. Torque checks on critical electrical terminations
 - ii. Clean all filters and fans
 - iii. Inspect inverter pad and container
 - iv. All other preventative maintenance required by OEM warranty
 - d. Electrical BOS
 - i. Inspect ground braids, electrodes and conductors for damage
 - ii. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects
 - e. Meteorological Station
 - i. Inspect weather measurement equipment for damage
 - ii. Clean pyranometers and reference cells
 - f. Site Conditions
 - i. Inspect drainage conditions
 - ii. Inspect vegetation for array shading or fire hazards
 - iii. Inspect safety conditions and proper signage
 - g. Maintenance Reporting
 - i. Record results of all inspections
 - ii. Take photographs of any damage or defects identified
 - iii. Inform Owner and warranty providers of all deficiencies identified
 - iv. Provide Owner with recommendations for corrective actions
6. Performance Review:
 - a. Review of the following System performance data with a SunPower performance engineer and proposal of a recommend action plan where applicable:
 - i. Expected vs. Actual system production (kWh)
 - ii. System Availability
 - iii. Recoverable Degradation
 - iv. Performance Index
 - v. Operation and Maintenance Records
 - vi. Safety, Accidents and Environmental Reporting
 - vii. Proposal of Recommended Actions
7. Corrective Maintenance includes:
 - a. On-site troubleshooting & diagnostics of all system components
 - b. Inverter and Data Acquisition System resets:
 - i. Unlimited remote resets (if capability enabled and connection available)
 - ii. Unlimited on-site resets for systems under SunPower warranty
 - iii. Up to two on-site resets per year for systems out of warranty

- c. Processing of warranty claims on behalf of Customer and verification of replaced equipment
- d. Management of repair and replacement for equipment out of warranty:
 - i. Full scope repair and replacement for equipment out of warranty can be provided as part of the Transactional Services
- e. Ongoing warranty support and representation of Customer's interest with System equipment manufacturers

The following non-exhaustive list of services is not included in the System Services:

1. Spare parts and materials
2. SunPower Performance Monitoring does not include maintenance of on-site DAS hardware
3. Corrective Maintenance for Performance Monitoring and Performance Basic Service Levels can be provided on a time and material basis by requesting a service quote from SunPower
4. Maintenance of medium voltage equipment such as transformers, switchgear and utility metering
5. System training
6. Engineering service
7. Roof cleaning and vegetation management
8. Module cleaning for Performance Monitoring and Performance Basic Service Levels
9. Security services
10. Inverter repair, unless covered under inverter warranty, in which case SunPower shall assist Customer in obtaining warranty service by manufacturer

Exhibit B.2
Additional Services

On the terms and conditions set forth in this Agreement, Customer elects to receive, and SunPower agrees to provide, the Additional Services indicated below:

INDICATE ANY ADDITIONAL SERVICES SELECTED BY CUSTOMER:

Additional Service	Minimum Package	Indicated Frequency
Energy Billing and Settlement	Performance Monitoring	Annual – All sites
Module Cleaning	Performance Monitoring	1x/year – All sites
Vegetation Management	Performance Monitoring	
IV-Curve Tracing	Performance Basic	
Module Thermography	Performance Basic	
Sensor Calibration	Performance Basic	Annual – All sites except Wayne Brown CF and Carl Bryan JH
Corrosion Protection	Performance Basic	
Transformer Preventive Maintenance	Performance Basic	
Switchgear Preventive Maintenance	Performance Basic	

Customer may select Additional Services provided that they have also selected the minimum System Services package as indicated above. Services that are included in the Additional Services are indicated with a frequency. Services that do not have a frequency can be provided on a time and materials basis as part of the Transactional Services.

Description of available Additional Services

1. Energy Billing and Settlement
 - a. SunPower will calculate amounts due under Power Purchase Agreements or Incentive Programs
 - b. For Power Purchase Agreements, invoices will be sent as PDF email attachments to designated contact
 - c. For Incentive Programs, SunPower will submit production data on behalf of Customer
2. Module Cleaning
 - a. Surface washing of all modules
 - b. Pressure washer settings not to exceed 1,500 PSI
 - c. Before and after photographs will be provided

3. Vegetation Management
 - a. For roof mounted systems, pull any weeds protruding from array
 - b. For ground mounted systems, mechanical mowing, herbicidal application, and/or sheep grazing may be used
4. IV-Curve Tracing
 - a. IV-curve tracing of all strings
 - b. Comparison to commissioning baseline and prior year results
 - c. Recommendations for further module analysis or power warranty claims
5. Module Thermography
 - a. IR camera analysis of all PV modules
 - b. Identification of potential hot spots
 - c. Recommendations for warranty claims and other corrective actions
6. Sensor Calibration
 - a. Field comparison of pyranometers and reference cells to calibrated sensor
 - b. Adjust field sensor to within $\pm 3\%$ of calibrated sensor and record changed parameters
 - c. SunPower may replace pyranometers in lieu of field calibration
7. Corrosion Protection
 - a. Elco-meter testing
 - b. Surface preparation
 - c. Zinc application
8. Transformer Preventive Maintenance
 - a. Maintain records of load current and voltage
 - b. Record liquid level and temperature
 - c. Test ground connections
 - d. Inspect surge arresters (if present)
 - e. External Inspection
 - f. Cabinet Interior Inspection
9. Switchgear Preventive Maintenance
 - a. Electrical terminal thermography
 - b. Visual inspection
 - c. Vacuum cleaning of cabinet interior

Exhibit B.3
Transactional Services

Charge Description	Amount	Notes
SunPower Engineering Support	\$150	Hourly rate charged for engineering labor used in the performance of engineering services, requested by Customer, and not included in the Subscription Services.
SunPower Field Service Support	\$125	Hourly rate charged for SunPower labor performed on site, requested by Customer, and not included in the Subscription Services.
Subcontracted Labor	Billed as incurred	Subcontracted labor performed on Site, requested by Customer, for work not included in the Subscription Services will be billed at cost plus 15%.
Travel Expenses	Billed as incurred	Includes transportation, lodging, meals and incidentals plus 15%.
Materials	Billed as incurred	Billed according to the SunPower list price.

Note: SunPower reserves the right to periodically adjust this rate schedule.