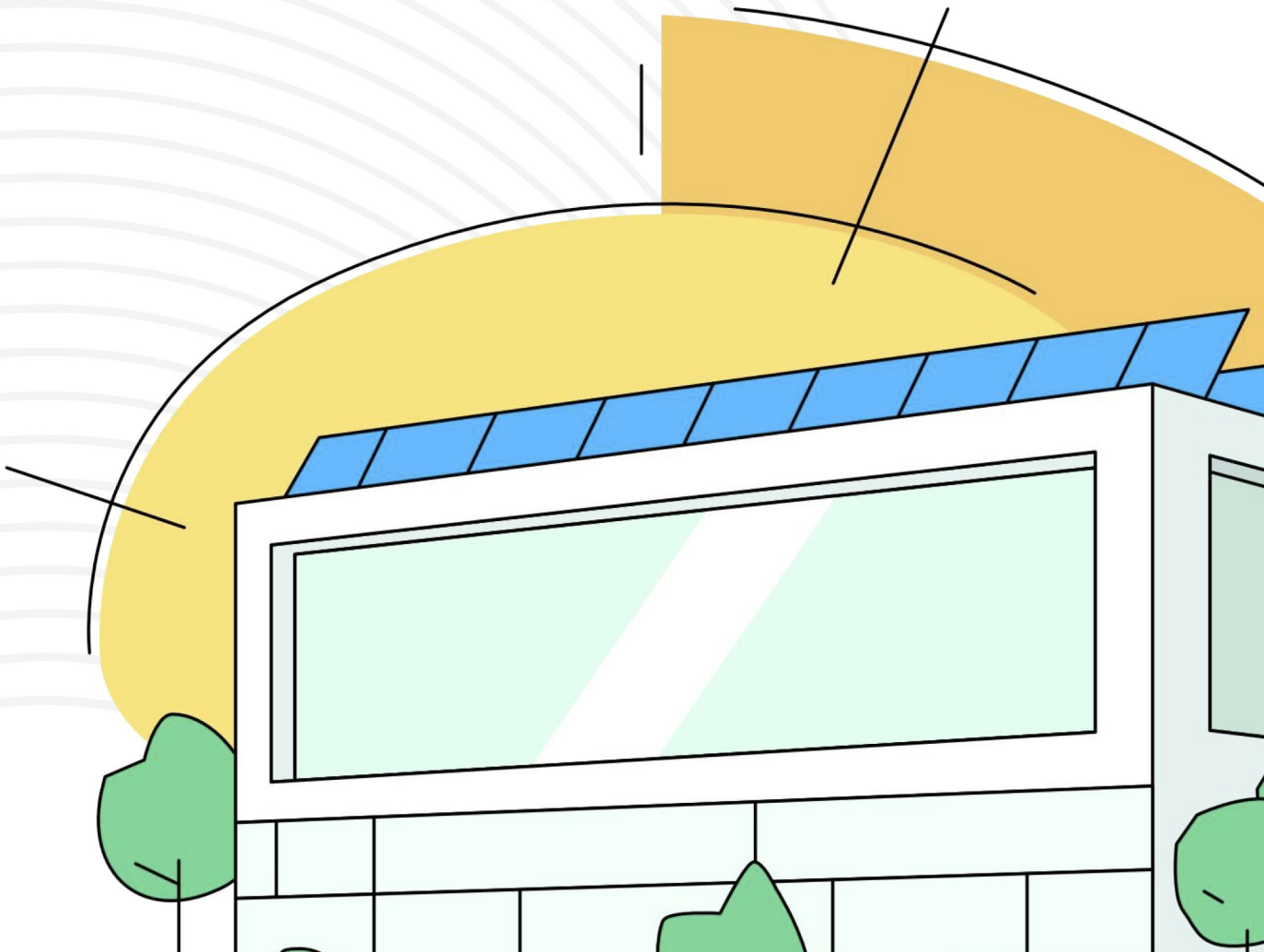
PeriUrja

Digital Solar Service Agreement

Parker•110



THE DIGITAL SOLAR SERVICE AGREEMENT

THIS AGREEMENT GOVERNS YOUR USE OF THE PLATFORM AND SERVICES. BY CLICKING ON THE "I AGREE" OR SIMILAR BUTTON OR BY ACCESSING THE SERVICES, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY THESE TERMS.

Periurja Solar Private Limited, a private limited company incorporated under Companies Act, 2013, with its registered office at 55 2nd Floor, Lane No. 2, Westend Marg Saidulajab New Delhi, New Delhi -110030 HEREINAFTER, referred to as **"Developer"**

This Digital Solar Service Agreement (henceforth referred to as "Agreement') is a legally binding document that states the relation between the Developer and Users who reserve Digital Solar Capacity from Digital Solar Projects managed and operated by the Developer.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that requires publishing the Terms of Use for access or usage of the application and Platform made available by the developer.

Through the Platform, Developer shall allow you to reserve Digital Solar Capacity ("Services"), as more particularly described and defined herein.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, including in the Recitals hereof, the following words, expressions, and abbreviations shall have the following meanings, unless the context otherwise requires. All other defined terms shall have the meanings assigned to them in various provisions of this Agreement:

A. "Agreement" means this Digital Solar Services Agreement and any Annexures hereto, whether attached or incorporated by reference, as amended from time to time;

B. "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, injunction, judgment, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority having jurisdiction over the matter in question, whether in effect as of the date of acceptance of this Agreement or thereafter;

C. "Account" or "Digital Solar Account" means an account that a User creates on the Platform or through other means in order to register for use of certain Services.

D. "Bill Pay", "Utility bill" or "Pay" (in association with credits, either in the form of being visually close or used in the same sentences) mean paying utility bills with whole or part of Credits.

E. “Bill Payment” or “Bill Payment Service” is a utility billing subset of Digital Solar Services. It enables Users to use the monthly Credits generated from their “Digital Solar Reservations”.

F. “Credits”, “Bill Credits”, or “Monthly Credits” means the amount you can receive from your Digital Solar Capacity performance.

G. “Credit Balance” means the usable amount of Credits that a User can use for utility bill programs.

H. “Credit Transaction Value” is the base rate at which the user receives credits for the power sold to the hosting partner

I. “Dashboard” is the part of the Platform that is specifically catered to individuals for them to track and monitor their Digital Solar Reservation and Credits.

J. “Digital Solar Capacity” is the amount of solar capacity (in kilowatts) in Projects or the solar capacity reserved by users.

K. “Digital Solar Reservation” is the registration and act of allocating a certain amount of capacity from Projects for the user

L. “Digital Solar Systems” or “Projects” are solar installations by the Developer that facilitate shared reservations and bill crediting.

M. “Digital Solar Services” or “Platform” are the LightPe application functions and services that enable all the above.

N. “Hosting Partners” or “Project Hosts” are the commercial and industrial entities Developer have partnered with who buy the solar power as per a Power Purchase Agreement, which is then transferred to Users pro rata as “Credits”.

O. “Intellectual Property” or “Intellectual Property Rights” shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the world.

P. “Linked Sites” means third-party Platforms available through our Services.

Q. “Liquidation Event” means, in relation to Developer, the occurrence of any of the following:

1. Developer being adjudged insolvent or bankrupt or adjudicated as being unable to, or admitting its inability to, pay its debts as they fall due; or

2. passing of a resolution for its voluntary winding-up, liquidation or dissolution or in case of a natural person, filing of bankruptcy in the court of Law; or

3. a moratorium being declared by a competent authority in respect of any indebtedness of the Developer; or

4. any action or other procedure or step being taken, such as:

   - the suspension of payments, a moratorium of any indebtedness, bankruptcy, insolvency, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of such the developer;

   - (without prejudice to paragraph (i) above), the admission of an application under the Insolvency and Bankruptcy Code, 2016, for the initiation of the insolvency resolution process for developer;

   - the appointment of an interim resolution professional, resolution professional, liquidator, receiver, administrative receiver, administrator, compulsory manager, provisional supervisor or other similar officer in respect of the developer or any of its assets; and

   - enforcement of any security over any assets of developer; which has not been vacated within 90 (Ninety) days of its initiation

R. "Payable", "Price" or "Fee" means the billed amount you have to pay the Developer for Digital Solar Services

S. Panel(s)" means panels of such wattage as is specified in relation to each Project.

T. "Project" means a solar power project listed on the Service owned and operated by the Developer.

U. "Payment Account" is the permitted account you designate from which your Fees or Bill Payment will be deducted through your Payment Method, including your checking account or credit card account.

V. "Payment Method" means a permitted payment method used to purchase the Services, including but not limited to UPI, credit or debit cards.

W. "Personal Information" means any personally identifiable information concerning a User, including but not limited to the following: name, email address, billing/shipping address, Utility service address, phone number, and credit or debit card number.

X. "Processing Date" is the date on which the User's Payment Method is debited or charged, and the payment begins processing.

Y. "Project Sale" means, the sale of any Project owned and operated by Developer, except where such sale is been made pursuant to a Liquidation Event.

Z. "Services" means all products and services and any other features, technologies and/or functionalities offered via the Platform or through any other means.

AA. "Service Provider" refers to the platform vendor for applications and technologies used by the developer to host Digital Solar Products/Projects and Utility Infrastructure.

BB. “Users” are identified as those who reserve Digital Solar Capacity through the Platform. Users are eligible to reserve additional capacity depending on the availability.

CC. “Utility” means a regulated electric generation, transmission, and distribution company from which a User receives electricity.

DD. “Utility Account” means a User’s account with his or her Utility.

EE. “Utility Account Credentials” means User’s Utility Account username, password, and/or account number, and/or any other necessary credentials to access User’s Utility Account or that may be necessary for the developer to enable its services.

FF. “Utility Account Information” means a User’s personal customer information, Utility usage information, Utility bill amounts due, service address and any other information from User’s Utility that may be necessary to provide the Services.

GG. “Utility or Supplier Account Notices” means any communications sent to the User from his or her Utility or Supplier that includes, but is not limited to, notices regarding disconnection, outages past due bills, tariff or rate changes, commercial offers, or other information the Utility or Supplier wishes to communicate to the User.

HH. “Utility or Supplier Statement” means the bill or statement for the User’s use of electricity, utility bill credits, and any other related utility good or service.

2. RESERVATION OF DIGITAL SOLAR CAPACITY

I. Users are required to register on the Platform by providing the required information. You hereby grant your consent to SundayGrids and the developer to collect, store and process your Personal Information at the time of your registration. Such information provided by you would be used in pursuance of these Terms and may be shared with other third parties. Please refer to our Privacy Policy for further details. When requested upon, the Customer agrees to share accurate information for KYC (Know Your Customer) purposes.

   The User agrees to provide accurate and complete information as may be required for Know Your Customer (“KYC”) verification and invoicing purposes. The Service Provider may require completion of KYC verification for providing access to certain features of the Platform, including the application of credits against utility bills. Failure to complete such verification may limit the User's ability to use certain features.

   The User further acknowledges that such information may be verified through third-party service providers and, where necessary, shared with relevant Developers for invoicing, accounting, or compliance purposes, in accordance with the Privacy Policy.

II. Once registered, you can access the Digital Solar Dashboard using your unique username and password. Through the Platform, you can reserve the Digital Solar Capacity as you so desire. When a User reserves the Digital Solar Capacity he/she becomes eligible:
   A. to get Credits for the power generated from that portion of the Panel;
   B. to monitor the power generation and usage of credits.

III. Users receivable credits are mapped to the power generated from your allotted capacity. The underlying ownership of the project is with the developer who may choose to continue operating the project after the specified tenure.

IV. The Activation of the reserved Digital Solar Capacity takes up to 5-7 business days from moment of purchase. On failure to receive the same, Users can apply for a full refund. The Digital Solar Reservation cannot be used by Users to avail any governmental support such as grants or tax breaks.

V. Developer generation forecasts are based on historical records, and provide no guarantee on the future performance of reserved Digital Solar Capacity and therefore Credits received from them can vary.

VI. Developer is eligible to make future improvements such as reengineering, revision of P90 and deficit credits as best efforts to maintain the expected output. All such changes would be communicated directly via email in addition to other messaging touchpoints.

VII. The Reserved Digital Solar shall be accounted as per the details in the Annexure.

3. PAYMENT

i. Developer is within their rights to withhold access to the Digital Solar Reservation, Dashboard or any other services until the transaction of Fee for the Digital Solar Capacity is successful. All payment notifications and invoices are electronic.

ii. Developer is not responsible in the matters of the additional funds beyond what is available in the Credit Balance and does not get involved in matters of personal finances.

iii. For payments made to any Utility, Developer shall have no liability for (a) any delay/failure in the processing of any payments made to any Utility and/or (b) any delay/failure in the application of Credits to the Utility bill sought to be paid for.

iv. Developer reserves the right to make changes to the Fee or utility bill based on the application of any promotions or convenience charges that arise from user's payment method of choice.

v. At the time of payment of the amount for the Digital Solar Reservation, Developer may choose to charge the User an onboarding fee. Independent of this, based on payment method adopted by the User, additional charges may be incurred in accordance to the Payment Processor chosen. Developer provides no assurances in regard to these additional charges.

vi. If the Developer facilitates an incorrect amount of payment, it will use commercially reasonable efforts to recover the incorrect payment from User's Utility. If the Developer recovers the incorrect payment charged to the User, it will return the amount of the incorrect payment. On failure to recover an incorrect payment, Developer will notify and make appropriate arrangements with User's Utility to receive refunds of the Credit or for application of the same against the User's future balances.

vii. In order to use any of the payment services, in addition to the terms of Developer, User will need to adhere to the terms of service laid out by RBI (Reserve Bank of India),

NPCI (National Payments Corporation of India) and those of any third parties services including, but not limited to digital wallets, debit and credit cards.

4. ACCOUNT

I. Developer reserves the right to make directly or through third parties, any inquires it considers necessary to verify your identity. This may include asking for you further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your information against third party databases or through other sources. On failure to verify your identity, Developer reserves the right to deny you use of the Services.

II. Developer and their third parties are within their rights to retrieve, store, and use, on your behalf as your agent, your Utility Account Information and your Utility Account Credentials in order to provide Services. By submitting your Utility Account Information, you certify and confirm that you are entitled to disclose this Utility Account Information and that you are an authorized user of your Utility Account. Developer shall make no effort to review your Utility Account Information for accuracy.

III. Developer is within its rights to make such changes to your Utility Account(s) on your behalf and as your agent including, but not limited to, changes to your login information, your email address, and your account security questions. You represent, warrant, acknowledge, and agree that you are solely responsible for the accuracy of your Utility Account Credentials.

IV. Developer and their third parties is within its rights to modify or update your Utility Statement delivery preferences in order to provide Bill Pay, which could include modifying your e-billing or auto payment preferences. You agree to notify Developer of any changes to your Utility Account Information or Utility Account Credentials. By providing Developer with your Utility Account Credentials, you certify that you or another member of your household or small business owns the Utility Account(s) associated with your home or business.

V. Developer is within its rights in accessing and retrieving your Utility Account Information from third-party sites. You acknowledge and agree that Developer is acting as your agent, and not as the agent for or on behalf of the third-party.

VI. Developer is within its rights to receive Utility or Supplier Notices on your behalf, where permitted, and you understand and agree that it may not pass along any or all of these Notices to you. Developer is not responsible for any delays, failure to deliver, or misdirected delivery of any Utility or Supplier Account Notices.

5. UTILITY BILLING AND BILL PAYMENTS

I. The Bill F generated can be applied only to electricity utility bills or others specified within the dashboard. They are available to users that have reserved Digital Solar Capacity to their account and are non-transferable to other Users. They cannot under any circumstances be converted to any other forms of currency or units of value.

II. Developer reserves the right to set the Credit value rate and to determine which providers are accessible for Credit offsets. In cases where there are more Credits than the power bill, the Credits available for use for that session will be limited only to the bill amount.

III. Developer is not responsible for errors or issues that occur from non- processing such as, but not limited to, wrong account/ utility number, lack of required credits, processing by utility and lack of available funds to the Users to complete the payment. Developer is not responsible for penalty charges and other payment additions required for the Users by the billers.

IV. Developer is within their rights to change the User flow and terms associated with Bill Payment platform at any time.

6. USER'S RELATIONSHIP WITH UTILITY

I. Developer do not supply, transmit, or distribute electricity and is not affiliated or endorsed by any Utility or Supplier. Developer and its Service Provider are an intermediary and is not a party to any transaction between the User and Utility or Supplier. Developer is not responsible and has no liability with respect to the User's dealings with any Utility or Supplier including with regards to electric delivery, payments, notices, and the proper and timely delivery of goods or services by Utility or Supplier. Developer in no way endorses, recommends, and/or bears any responsibility or liability for any products, services, statements, made by any Utility or Supplier.

II. Developer is not responsible for the accuracy of your Utility Statement. Any discrepancies or disputes regarding the accuracy of your Utility Statement must be addressed with the Utility or Supplier. Developer is not responsible for any delays, failure to deliver, or misdirected delivery of any Statement; for any errors in the content of a Statement; or for any actions taken or not taken by any third party in reliance on a Statement.

III. Developer is not responsible, and will not be liable, for you failure to take any action or inaction with respect to your Utility Account(s) or your failure to receive any information with respect to any Utility Account(s). You are responsible for ensuring timely payment of all Utility Statements.

IV. These Terms and Conditions of this Agreement does not in any way alter any liability or obligations that currently exist between the User and their Utility. On accepting the terms of this Agreement, you agree that the relationship with the Utility is governed solely by your agreement(s) with the Utility.

7. CREDIT AND PERFORMANCE ASSURANCE

I. The Credit Balance and Panel monitoring is applicable on activation of the reserved Digital Solar Capacity. The Credit may be available for utility billing only at the end of the month and the Users may not be able to withdraw and use them prior to the same.

II. Users would be able to see an indicative real-time performance of their system on their Dashboard. The final confirmation on the monthly energy generation will be through the Joint Meter Reading conducted by the Project Host and the Developer.

III. Developer provides Credits that are specified in the Credit Balance. In cases where the Utility Bill exceeds the Credit Balance, Users are required to pay the remaining amount through a payment method of their choice.

IV. Available Credit Balance is purely subject to Digital Solar Project's performance and Developer is not liable for any month over month fluctuations in the Credit Balance amount.

V. It is to be noted that the Solar Production estimates are based on a number of factors. While some factors can be controlled and modelled with a high degree of certainty, others cannot be ascertained. Developer provides P50 and P90 production level assurances as confidence level in regard to uncertainty of factors:
   A. P50 means there is a 50% chance in any given year that production will be at least a specific amount. Example: If an array has a P50 production level of 500 kWh, it means that on any given year there is a 50% chance that production will be AT LEAST 500 kWh.

   B. P90 production means that there is a 90% chance that in any given year production will be at least the specific amount. This means that there is only a 10% chance that production will be lower than the stated amount. Example: If any array has a P90 production level of 400 kWh per year, it means that on any given year there is a 90% chance that production will be AT LEAST 400 kWh.

VI. The Solar Panels are subjected to 1% degradation annually. The drop in performance is expected over a time period and Developer are not in any manner accountable for performance drops.

VII. Credits from the Digital Solar Capacity reserved are calculated during the installation of the Project and shared with the User who reserves the Digital Solar Capacity from the same.

VIII. In the cases of failure of the Platform to generate the Credits, in accordance with the levels committed in Clause 7.6 above, Developer shall be liable to add such number of Credits into the User's Digital Solar Account as necessary to reach the committed levels mentioned in the Schedule attached at end of the agreement.

8. INTELLECTUAL PROPERTY RIGHTS

I. All rights in the company names, trade names, logos, service marks, and slogans of the Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to the Developer or its third-party suppliers and licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws.

II. The use or misuse of any of these intellectual property is expressly prohibited, and nothing stated or implied on Platform confers on you any license or right under any trademark or copyright of Developer, its affiliates, or any third party.

III. Unless expressly permitted in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way exploit any part of our Platform, except that you may make use of the content for educational and non-commercial purposes only, provided that you maintain all intellectual property and other notices posted along with the content.

IV. To obtain written permission to use the trade and service mark rights of the Platform, reach out to us through the appropriate contact channels mentioned in the document.

9. REPRESENTATION AND WARRANTIES

Developer represents and warrants that:

I. It is a validly incorporated business entity, and is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;

II. It has all necessary rights, powers and authority to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action;

III. (i) It shall comply with Applicable Law, now or hereafter in effect, relating to its performance of this Agreement; (ii) pay all fees and other charges required under such Applicable Law; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any authority to the extent necessary to perform its obligations hereunder and shall not breach any agreement, covenant, court order, judgment or decree to which it is bound.

10. INDEMNIFICATION.

In consideration of your use of the Platform you agree and undertake to defend, indemnify, and hold harmless Developer, its affiliates, and its officers, employees, directors, members, and agents from any and all liabilities, claims, and expenses, including attorney's fees that arising out of or relating to your use of the Services, your connection to the Services, your use of products by or through Linked Sites, your violation of these terms or your violation of any rights of another. Developer and its affiliates reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Developer in asserting any available defences.

11. NO WAIVER

In the circumstance of failure of Developer to enforce any provisions of these Terms or respond to a breach by you or other parties, will not in any way waive its right to enforce subsequently any of these terms or conditions or to act with respect to similar breaches.

12. OBLIGATIONS OF THE THE DEVELOPER

Notwithstanding any other provision of this Agreement, Developer shall assume full responsibility only in relation to the following activities i.e.:

A. Reservation of Digital Solar Capacity (as outlined in Clause 2)
B. Maintenance and troubleshooting of the hardware underlying the Digital Solar System
C. Deploying of Credits to Digital Solar Account (as outlined in Clause 3-7)
D. Monitoring of system generation and billing for the same (as outlined in Clause 5)
E. Maintenance and troubleshooting of the Platform and associated software
F. Usage of Credits on Digital Solar Account (as outlined in Clause 3-7)

13. LIMITATION OF LIABILITY

I. Developer is only responsible for transactions that happen only within their domains and any other subdomains and subpages.

II. Users are to have only Indian utility based Utility Account Credentials as only Indian DISCOMs are available presently. Developer is not responsible in case of failure to comply with the same by the Users.

III. Although Developer uses external services to operate components of its service, it does not, however, take responsibility for the services provided by service provider or payment gateways; changes made by the Government and/or DISCOM; and operators of websites that engage in cloud- based monitoring of inverter data.

IV. Credits are availed in the form of on-bill credits and discounts which are not taxable instruments. In no event shall Developer be responsible for any changes that will result in taxation of the Credits and reflection of the same in the Users tax structure.

V. Developers will use commercially reasonable efforts to make the Services available at all times except for: (a) planned downtime, or (b) any unavailability due to Force Majeure. Planned downtime and routine maintenance and updates may result in temporary unavailability of the Services. Developers will have no liability to you or any third party in respect of your inability to access the Services at any time.

VI. Waiver of Consequential Damages. To the maximum extent permitted by Applicable law, in no event Developer be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data, or other intangible losses (even if Developer has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to your Account information; (iv) statements or conduct of any third party on the Services; (v) late or never received Statements or Notices, or (vi) any other matter relating to the Services.

VII. To the maximum extent permitted by Applicable law, Developer's total liability to User or any third party under this Agreement, from all causes of action and all theories of liability, will be limited to and will not exceed the value assigned for the associated reservation of the Digital Solar Capacity in the 'Forecast Calculator' that will be annexed to the invoice generated pursuant to the payment of the Digital Solar Reservation amount.

VIII. If you are dissatisfied with any portion of the Services or with these terms, your sole and exclusive remedy is to discontinue use of the Services.

14. DISCLAIMER

I. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Developer expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

II. Developer makes no warranty that (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure, or error- free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations.

III. Without limiting the generality of the foregoing, Developer disclaims all liability of any kind arising from your breach of terms and conditions under this Agreement and/or your use of the Services. You agree to reimburse the Developer or a third-party of any and all such liability.

IV. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEVELOPER DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONAL INFORMATION.

V. Should the current service provider render non-operational or shutdown its activities at any given time, Developer shall try to dispatch the equivalent value of energy credits in fiat or otherwise, on a pro rata basis of power generation, to the best of its efforts to users through other mediums. This shall be done after checking legal ramifications and by following the respective tax laws.

15. REFUND

I. Refunds shall be processed only on request through proper channels available within the Account page. Developer are within their rights to cancel the services without refund in cases of violations of this Agreement; Terms and Conditions of Service; and Privacy policy are observed.

II. Users can apply to exit their Digital Solar Reservations anytime, and it may take 45-60 days to process the refund from the day of exit confirmation.

III. Where it may apply, additive credits transferred to the user, such as 'bonus credits', 'referral credits' and discounts et al shall be deducted from the final refund value.

IV. The reversal of the GST component of the reservation value shall be determined as per prevailing guidelines from the regulators at that period.

V. A refund processing fee of 2.5% of the value shall be levied. In addition to fully exiting a project reservation, the exit fee is applicable for partial capacity exits as well as for transfer of allocation to other projects.

16. TERM AND TERMINATION

I. This Agreement starts on the Agreement Effective Date and will continue in effect until this Agreement is terminated by either Party in accordance with this Clause.

II. The services under this Agreement shall be cancelled only through the "Cancel Digital Solar Reservation" option available in the Account page on successful verification by the Developer. Any other channels such as email, postal mail, or phone calls will not be considered for termination of services under this Agreement.

III. On termination of services under this Agreement, unless requested for by the user, any unutilized Credits remaining in the Dashboard Account of the User shall lapse after 1

year, and the User will not be able to recover the unutilized Credits, or an amount equivalent to such unutilized Credits in any form, including as a cash refund.

17. CONSEQUENCES OF LIQUIDATION EVENT

Upon the Developer being subject to a Liquidation Event, the Users will be considered as operational creditors of the Developer. Furthermore, the amount paid by the Users for Digital Solar Reservation and any Credits that are in the Digital Solar Account of the Users shall be treated as financial debts owed to unsecured creditors. Accordingly, the proceeds from the sale of the liquidation assets shall be distributed in the order of priority and within such period and in such manner as specified in Section 53 of the Insolvency and Bankruptcy Code, 2016.

18. CONSEQUENCES OF PROJECT SALE

I. Upon the occurrence of a Project Sale, the entire proceeds from the Project Sale shall be distributed to the Users pro-rate their inter-se holding of the Digital Solar Capacity in the Project, in preference to any other payments to be made as a result of such Project Sale.

II. Any proceeds remaining after the distribution to the Users in accordance with this Clause 19 shall be distributed among the remaining payments to be made as a result of such Project Sale.

19. MISCELLANEOUS

I. Governing Law and Jurisdiction. The Agreement shall be governed by and be construed in accordance with the laws of India and subject to Clause 18.2 (Dispute Resolution) below, the courts at Bengaluru, Karnataka shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement.

II. Dispute Resolution.
   A. In the event of any dispute, Claim or controversy arising under, or in relation to, this Agreement ("Dispute"), such Dispute shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Dispute shall be settled by a sole arbitrator to be appointed mutually by the Parties to the Dispute. If the Parties are unable to appoint a sole arbitrator by way of mutual consent, then such arbitrator shall be appointed pursuant to the provisions of Section 11 of the Arbitration and Conciliation Act, 1996.
   B. The seat of arbitration shall be Bengaluru, Karnataka and the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
   C. All arbitration proceedings shall be conducted in English.

III. Assignment. User may not assign this Agreement, in whole or in part, without Developer prior written consent and any attempt to do so will be null and void. Developer will not unreasonably withhold its consent if the assignee agrees to be bound by the terms and conditions of this Agreement. Developer may assign this Agreement in its entirety, upon notice to User but without User's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Developer business or assets.

IV. Notices. Any notice, request, demand or other communication under this Agreement must be in writing (e-mail is acceptable), must reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) upon confirmation of receipt by the intended recipient, if by email; (iii) five (5) days after it is sent by registered or certified mail, with written confirmation of receipt and email; or (iv) three (3) days after deposit with an internationally recognized express courier and email, with written confirmation of receipt. Notices should be sent to the address(es) set forth on the invoice or the opening paragraph of this Agreement, unless notified the other that those addresses have changed.

V. Force Majeure. Developer will be excused from liability to the extent that it is unable to perform any obligation under this Agreement due to extraordinary causes beyond its reasonable control, including acts of God, war, civil disturbance, strike, lockout, act of terrorism, flood, riot, fire, explosion, epidemic or pandemic or legislation or restriction by any government or other authority, physical damage to the Projects/ Panels, or Internet service provider failures or delays, which has the effect of wholly or partially suspending the obligations hereunder.

VI. Independent Contractors. The Parties are each independent contractors with respect to the subject matter of this Agreement. Nothing contained in this Agreement will be deemed or construed in any manner to create a legal association, partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the Parties, and neither Party can bind the other contractually.

VII. Waiver. A Party's obligations under this Agreement must only be waived in a writing signed by an authorized representative of the other Party, which waiver will be effective only with respect to the specific obligation described. No failure or delay by a Party to this Agreement in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right hereunder at law or equity.

Entire Agreement. This Agreement, including the Terms of Use, and Privacy policy, constitutes the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties with respect to its subject matter. The terms of any purchase order, written terms or conditions, or other document that User submits to Developer that contains terms that are different from, in conflict with, or in addition to the terms of this Agreement, Terms of Use or Privacy policy will be void and of no effect.

VIII. Amendments. Developer reserves the right to amend this Agreement at any time and will update the terms and conditions of this Agreement in the event of any such amendments.

IX. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this Agreement to give as much effect as possible to that provision. Any provision that cannot be modified or reformed in this way will be deemed deleted and the remaining provisions of this Agreement will continue in full force and effect.

X. Counterparts. This Agreement may be executed and delivered in any number of counterparts each of which shall be an original, but all of which together shall constitute one instrument, and any Party may execute this Agreement by signing any

one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in 'portable document format' ('.pdf') shall be as effective as signing and delivering the counterpart in person.

SCHEDULE 1: DIGITAL SOLAR CONFIGURATION

Project Details	Parker•110
Project Capacity	109.62 kW
Project Developer	Periurja Solar Private Limited
Developer Contact	finance@periurja.com info@periurja.com
Project Location	Landscape Garden, Pale Rd, Pale Gaon, Kailash Colony, Ambernath-421506
Project Offtaker	Landscape Garden CHS Limited
Credits/kWh	₹5.51
Project Tenure	15 years or 180 months
p90/kWh/Year	1,300
Performance Degradation	1% (y-o-y)
Digital Solar Service Provider	SundayGrids Private Limited

SCHEDULE 2: BUY-BACK VALUES

Year	Cost per kW
Year 1	₹46,956
Year 2	₹45,131
Year 3	₹43,153
Year 4	₹41,018
Year 5	₹38,708
Year 6	₹36,214
Year 7	₹33,490
Year 8	₹30,521
Year 9	₹27,278
Year 10	₹23,737
Year 11	₹19,847
Year 12	₹15,575
Year 13	₹10,877
Year 14	₹5,705
Year 15	₹0

SCHEDULE 3: SECURED GENERATION TABLE

Secured Generation is the power output from a solar project that the project developer guarantees. On the off chance that power output dips below this level, users would be compensated for the deficit through proportional addition of credits.

What is Secured Generation based on?

Secured Generation is set at 75% of a solar project's P90 value. P90 is a statistic that tells us the minimum amount of energy we can expect a solar project to produce with 90% confidence. (Example: If a project has a P90 value of 10,000 kWh annually, we can expect it to generate more than 10,000 kWh of power 90% of the time).

Year	Generation / kW / year
Year 1	975
Year 2	965
Year 3	956
Year 4	946
Year 5	937
Year 6	928
Year 7	918
Year 8	909
Year 9	900
Year 10	891
Year 11	883
Year 12	874
Year 13	865
Year 14	857
Year 15	848

SARVESH SHARAD SHETYE

Digitally signed by SARVESH SHARAD SHETYE
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