

## DANKE SOLAR, LLC TERMS OF USE

### 1. APPLICABILITY

These Terms of Use apply to all websites, including social media properties, and mobile applications that are owned, operated, and maintained by or for Danke Solar, LLC and its affiliates (collectively, “Danke Solar,” “we,” or “our”) and upon which these Terms of Use are linked, including [www.DankeSolar.com](http://www.DankeSolar.com) (“Site”). Danke Solar is a Delaware corporation with a principal office at [address]

Danke Solar is a leading commercial solar energy and storage service provider that provides clean, affordable, and reliable energy (the products and associated operations, referred to collectively herein as “Services”).

### 2. GENERAL PROVISIONS

THESE TERMS OF USE TOGETHER WITH THE [PRIVACY POLICY](#) AND ANY SUPPLEMENTAL TERMS, CONDITIONS, OR RULES POSTED TO THE SITE OR OTHERWISE MADE AVAILABLE IN CONNECTION WITH THE SERVICES (COLLECTIVELY, “TERMS”) SET FORTH THE LEGALLY BINDING TERMS GOVERNING YOUR USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL APPLICABLE LAWS. IF YOU DO NOT AGREE TO ALL OF THE TERMS, CONDITIONS, AND RESTRICTIONS SET FORTH IN THESE TERMS, DANKE SOLAR DOES NOT GRANT YOU THE RIGHT TO USE THE SITE OR SERVICES. IF YOU ENTER INTO A CUSTOMER AGREEMENT WITH DANKE SOLAR AND ANY PROVISION IN THAT AGREEMENT CONFLICTS WITH THESE TERMS, THE PROVISION(S) IN THE CUSTOMER AGREEMENT CONTROL.

The Site and Services are intended for use only by citizens and legal permanent residents of the United States of America or her territories and who are 18 years of age or older. If you are not a member of the intended audience, you are prohibited from accessing the Site or using the Services.

### 3. INFORMATION PROVIDED ON THE SITE OR THROUGH THE SERVICES

**A. Content.** The Site provides you with information about our Services. All this information and any other information we provide to you through the Site is referred to herein as “Content.” Although we and all parties involved in creating, producing, or delivering Content make all reasonable efforts to ensure that it is correct and up to date, we cannot guarantee 100% accuracy. **WE THEREFORE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AS DESCRIBED IN SECTION 9 BELOW.**

**B. Ownership.** All copyrights, trademarks, trade dress, other intellectual property and materials, including images, text, illustrations, formats, logos, designs, icons, photographs, programs, music clips, video clips and written and other materials on our Site or part of the Services (collectively, the “IP”) are owned, controlled or licensed by Danke Solar and are

protected by U.S. and international trademark, copyright or other intellectual property laws. Software used in connection with the Site or Services is the property of Danke Solar or its suppliers and is protected by U.S. and international copyright laws. Such IP and software may be used only as a consumer resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the IP is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of all IP is the exclusive property of Danke Solar and is also protected by U.S. and international copyright laws. Danke Solar, the Danke Solar name and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Site or Services are trademarks or trade dress of Danke Solar in the U.S. (“Trademarks”). All other marks are the property of their respective companies.

**C. Limited License.** Subject to your strict compliance with these Terms, Danke Solar grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) use the Site and (ii) access, view, download, and print the materials displayed on the Site or provided via the Services for your personal, non-commercial use only; provided, however, that you (i) retain all copyright, trademark or other proprietary designations or watermarks contained on all IP; (ii) do not modify or alter the IP in any way; and (iii) do not provide or make available the IP to any third party in a commercial manner. Other than this limited license, no license, right, title, or interest in any IP is transferred to you as a result of your use of the Site or Services or your accessing, viewing, downloading, or printing of the IP. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the IP, the Site, Services, or any related software.

**D. Reservation of Rights.** These Terms include only narrow, limited grants of rights to IP and to use and access the Site and Services. No rights or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Danke Solar and its licensors and other third parties. Any unauthorized use of any IP, the Site, or the Services for any purpose is prohibited.

#### 4. USE OF THE SITE AND SERVICES

**A. User Content Submission; Termination of Access.** The Site may let you submit material to us or to third parties: for example, you may be able to upload a photo, send us messages, or post a review about our Services. In these Terms, we use “Submissions” to refer to any material of any kind that you submit to us or third parties through the Site, including text, files, images, photos, video, sounds and musical or literary works.

We are not responsible for the content of Submissions provided by you or any other user. We do not endorse any opinion contained in such material. We make no warranties or representations, express or implied, about Submissions, including as to their legality or accuracy.

We may link Submissions or parts of Submissions to other material, including material submitted by other users or created by us or third parties. We may use Submissions for our internal business purposes. You acknowledge that we may commercially benefit from use of your Submissions.

Each time you make a Submission, you represent and warrant as follows:

1. You own your Submission or have the right to submit it, and in submitting it you will not be infringing any rights of any third party, including intellectual property rights (such as copyright or trademark), privacy or publicity rights, rights of confidentiality, or rights under contract.
2. Your Submission is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, and does not encourage conduct that would be considered a criminal offense, and does not give rise to civil liability, violate any law, or is otherwise deemed inappropriate.
3. Your Submission does not advertise any product or service or solicit any business.
4. Your Submission does not identify any individual (including by way of name, address, picture, or video) under the age of 18 and if your Submission identifies any individual over the age of 18, you have that person's consent to being identified in exactly that way in your Submission.
5. You are not impersonating any other person.
6. You will not collect usernames and/or email addresses of others for the purpose of sending unsolicited email.
7. You will not engage in criminal or tortious activity, including fraud, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or attempt to impersonate another user or person.
8. You will not engage in any automated use of the Site or Services, such as using scripts to alter our Content.
9. You will not, without authorization, access, tamper with, or use non-public areas of the

Site or the Services, our computer systems, or the technical delivery systems of our service providers.

10. Except as necessary to maintain your own computer security by use of commercial-off-the-shelf anti-virus or anti-malware products, you will not attempt to probe, scan, or test the vulnerability of the Site or the Services or any other component of our system or network or breach any security or authentication measures.

We are entitled to identify you to third parties who claim that their rights have been infringed by your Submission.

Submissions are not confidential. You agree not to make any Submission in which you have any expectation of privacy. We do not claim any ownership rights in Submissions; however, by making a Submission you hereby grant us an irrevocable, perpetual, fully sub-licensable, non-exclusive, royalty-free, worldwide license to use, telecast, copy, perform, display, edit, distribute, reproduce, modify, adapt, and otherwise exploit the Submission, or any portion thereof, and any ideas, concepts, or know how contained therein, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity, in any manner (including, without limitation, for commercial, publicity, trade, promotional, or advertising purposes) and in any and all media now known or hereafter devised, and to prepare derivative works of, or incorporate into other works, such Submission, and to grant and authorize sublicenses of the foregoing without any payment of money or any other form of consideration to you or to any third party. You represent and warrant that you own or otherwise control the rights to your Submission. You agree to indemnify us and our Affiliates (defined below in Section 9) for all claims arising from or in connection with any claims to any rights in your Submission or any damages arising from your Submission.

We reserve the right, in our sole discretion, to refuse, remove, or edit any of your Submissions, or to restrict, suspend, or terminate your access to or use of all or any part of the Site or the Services, and we may do this with or without giving you any prior notice.

## **B. Usage Rules**

1. Password and Account Security. You may create your own account on the Site or through the Services. In doing so, you must provide us with accurate and complete registration information and update us if this information changes. If you create an account, we will assign you, or allow you to select a password. You must keep your password confidential, and you may not permit any other person to use your password or your account for any purpose. You will be responsible for all use of your password, including, without limitation, any use by any authorized or unauthorized third party. You must notify us immediately if you believe your password may have been used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no

circumstance should you respond to a request for your password. You must notify us immediately if you receive such a request. Without limiting our right to restrict, suspend, or terminate access to or use of the Site or Services for any reason, we reserve the right to suspend or terminate your use of the Site if we believe that your password is being used without permission or otherwise in a manner that may disrupt the Site.

2. Prohibitions. You agree that you will not use the Site or Services to transmit communications that defame, abuse, harass, stalk, threaten, or otherwise violate the rights of any other person. You also agree that you will not use the Site or Services to transmit communications containing material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, pornographic, or discriminatory. You will not use the Site or Services to commit fraud, engage in criminal activity, or interfere with the use of the Site or Services by others. We reserve the right, but are under no obligation, to review your communications and without notice terminate your access to and use of the Site or Services if we determine, based on our sole discretion, that you violated the foregoing user guidelines.

3. Rights of Others. In using the Sites and Services, you must respect the intellectual property and other rights of Danke Solar and others. Your unauthorized use of Content and/or IP may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Site or Services, then please see Section 7 below.

### **C. Mobile Applications**

If you use our mobile applications, you acknowledge that these Terms of Use are between you and us only, and Apple and Google are not parties to these Terms of Use.

If you download the mobile application from the Apple App Store, your license to use the mobile application is limited to use on any Apple-branded products that you own or control. You may notify Apple if the mobile application does not conform to any applicable warranty and, if you paid a fee for the mobile application, Apple may refund the relevant purchase price. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application. Subject to these Terms of Use, we, not Apple, will be responsible for providing support for the mobile application and addressing any concerns or claims you or others may have related to the mobile application. You also represent and warrant that you are in compliance with and agree that you will continue to comply with any applicable third-party agreements when using the application such as agreements between you and your wireless telephone provider or internet service provider. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use and will have the right to enforce them against you.

If you downloaded the mobile application from the Google Play Store, you understand that, subject to these Terms of Use, we, not Google, will be responsible for providing support for the mobile application and addressing any concerns or claims you or others may have related to the mobile application. You are instructed to contact us, not Google, for support regarding any defects or performance issues you experience with the mobile application.

## 5. THIRD PARTY SITES

This Site may contain links to or be accessed through links that are owned and operated by independent third parties to which these Terms do not apply. We provide links as a convenience and the inclusion of the link does not imply that Danke Solar endorses or accepts any responsibility for the content on those sites. Danke Solar is not responsible for content including but not limited to advertising claims, special offers, illustrations, names or endorsements on any other sites to which this Site may be linked to or from which this Site may be accessed. Further, Danke Solar is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. Your linking to any other off-site pages or other sites is at your own risk. We recommend that you review any terms of use statement and privacy policy before using any other linked site.

## 6. BILLING

All billing information provided by you must be truthful and accurate. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY PAYMENTS. By submitting such information, you grant to Danke Solar the right to provide such information to third parties for purposes of facilitating the completion of payments initiated by you or on your behalf. Providing any false, untruthful, or inaccurate information constitutes a breach of these Terms for which we may terminate your license to use the Site or Services.

## 7. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you believe that any material on the Site infringes your copyright rights (whether in the U.S.), please contact our designated agent for Digital Millennium Copyright Act notices at:

DIGITAL MILLENNIUM COPYRIGHT ACT AGENT

DANKE SOLAR, LLC

[address]

Email address:

Phone:

In your notice, please include: (a) your physical or electronic signature; (b) identification of the material that you claim to be infringing, and where the material is located on the Site; (c) your address, telephone number, and email address; (d) a statement that you have a

good faith belief that use of the material in the manner complained of is not authorized by you or the law; and I a statement, under penalty of perjury, that the information in your notice is accurate.

## 8. DISPUTES; GOVERNING LAW; JURISDICTION

**A. Disputes.** Except as specifically stated herein, you agree that any disputes, actions, and claims relating to your use of the Site or Services and all matters arising out of or related to the Terms (collectively “Disputes” or a “Dispute”) shall be resolved exclusively by final binding arbitration, except that as permitted by the AAA Rules (defined below) you may assert claims in small claims court in Delaware. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, including the ‘AA’s Consumer Arbitration Rules (“AAA Rules”. All of the ‘AA’s rules are available at <https://www.adr.org/>, and the rules governing consumer disputes are available at <https://www.adr.org/consumer>. The ‘AA’s rules, including the rules governing consumer disputes, are also available by calling 1-800-778-7879. You may initiate arbitration by utilizing the forms available on <https://www.adr.org/>. If you have any difficulty initiating arbitration, you may call the AAA at 1-800-778-7879. You and Danke Solar are each giving up the right to have disputes resolved in court before a judge and/or jury (except as stated otherwise in this Section). The provisions of this Section 8 constitute your and Danke Solar’s written agreement for resolving Disputes, including the agreement to arbitrate Disputes under the Federal Arbitration Act (“Dispute Agreement”). The most current version of this Dispute Agreement in effect when any Dispute arises shall govern resolution of any Dispute.

Payment of all filing, administration, and arbitrator fees (“Arbitration Fees”) will be governed by the AAA Rules. You agree to commence arbitration only in Delaware. The arbitration will be before a single arbitrator appointed in accordance with the AAA Rules, without the option for appeal. To the fullest extent permitted by applicable law, the arbitrator shall not have the power to award punitive, special, consequential, exemplary, or indirect damages against any party. To the fullest extent permitted by applicable law, each party shall be responsible for paying its own attorneys’ fees, costs, and expenses, regardless of which party prevails. The arbitrator may only award those damages and relief as a court could and must follow these Terms and this Dispute Agreement.

**B. No Class Action Matters.** You and Danke Solar each agree that resolution of any Disputes, whether in court or in arbitration, will be conducted and resolved only on an individual basis and not in a class, consolidated, joinder, or representative action, and that any relief awarded, including equitable relief, shall only be awarded on an individual basis.

**C. No Jury Trial; Choice of Law and Forum for Court Proceedings.** If for any reason a Dispute proceeds in court, other than for Disputes brought in a small claims court for

qualifying claims, you and Danke Solar agree: (i) that any such Dispute may only be brought in a state or federal court in Harris County, Texas, to be governed by the FAA, applicable Federal Law, and the laws of the State of Texas, without regard to conflict of law principles; (ii) to further irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts in Delaware; and, (iii) to waive any right to a trial by jury.

**D. Severability.** With the exception of Section 8(C), if any part of this Section 8 is ruled to be unenforceable for any reason, then the remaining provisions of Section 8 shall remain in force as if any portion ruled unenforceable were not included in this Section 8. If Section 8(C) is ruled to be unenforceable for any reason, then Section 8(A) shall no longer be enforceable, but the remainder of this Section 8 shall remain in effect.

**E. Governing Law.** These Terms will be governed by the laws of the State of Delaware, without regard to its conflicts of law principles.

## 9. DISCLAIMER AND LIMITATION OF LIABILITY

YOU USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES, PARTNERS, DISTRIBUTORS, SERVICE PROVIDERS, VENDORS, AND LICENSEES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, MANAGERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARENTS, SUBSIDIARIES, CORPORATE AFFILIATES, AGENTS, AND LICENSORS (REFERRED TO COLLECTIVELY IN THIS SECTION AS “AFFILIATES”) DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE AND SERVICES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT).

IN PARTICULAR, WE AND OUR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE AVAILABILITY, QUANTITY, ACCURACY, OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE AND SERVICES OR THE CONTENT OF ANY WEBSITES OR RESOURCES LINKED TO THE SITE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE/SERVICES; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION; (D) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE/SERVICES; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE/SERVICES; OR (F) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SITE/SERVICES.



TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO USE OF THE SITE OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DANKE SOLAR'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO \$50.00 (USD).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential, or other types of damages such as personal injury or death, injury as a result of our gross negligence or fraudulent misrepresentation. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

#### 10. INDEMNITY

You agree to defend, indemnify, and hold harmless Danke Solar and its employees, directors, officers, agents, contractors and shareholders, from and against any and all claims, suits, investigations, inquiries, liabilities, losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees and expenses, arising from or related to: (a) your use of the Site and Services, including, without limitation, any Submissions to the Site and Services; (b) any breach by you of these Terms; (c) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Site and Services or your activities in connection with the Site and Services; and (d) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity. You will cooperate as fully required by Danke Solar in the defense of any claim and losses. Notwithstanding the foregoing, Danke Solar retains the exclusive right to settle, compromise, and pay any and all claims and losses. Danke Solar reserves the right to assume the exclusive defense and control of any claims and losses. You will not settle any claims and losses without, in each instance, the prior written consent of an officer of Danke Solar.

#### 11. TERMINATION

We reserve the right not to provide the Site or Services to any user. We also reserve the right to terminate any user's right to access the Site or Services at any time, in our discretion. If you violate any of these Terms, your permission to use the Site and Services automatically terminates.

## 12. NOTICES, QUESTIONS, AND CUSTOMER SERVICE

You agree that: (1) Danke Solar may give you (but is under no obligation to provide) notices of new, revised, or changed Terms and other important matters by prominently posting notice on the home page of the Site, or in another reasonable manner; and (2) Danke Solar may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by logging on to your account if you have created an account or contacting us by mail or email using the contact information provided in Section 14.

## 13. MISCELLANEOUS

**A. Entire Agreement and Changes to Agreement.** These Terms, as amended from time to time, represent the complete agreement between the parties and supersede all prior agreements and representations between them. We may change the Terms from time to time. Any new Terms will be effective as of the time that we post them on the Site, or such later date as may be specified in them or in any other notice to you. By continuing to access or use the Site or Services after we post any such changes, you accept the Terms, as modified.

**B. Consent or Approval.** As to any provision in these Terms that grants Danke Solar a right of consent or approval or permits Danke Solar to exercise a right in its “sole discretion,” Danke Solar may exercise that right in its sole and absolute discretion. No Danke Solar consent or approval may be deemed to have been granted by Danke Solar without being in writing and signed by an authorized representative of Danke Solar.

**C. Electronic Communications and Contracts.** When you communicate with Danke Solar electronically, such as via email and text message, you consent to receive communications from Danke Solar electronically. Danke Solar will try to promptly respond to all inquiries, but Danke Solar is not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that Danke Solar provides to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree, or consent via the Site or Services it is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Site or Services constitutes agreement to the Terms then posted without further action by you.

**D. Assignment.** Danke Solar may assign its rights and obligations under these Terms, as a whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them without the prior written consent of an officer of Danke Solar.

**E. Headings.** Headings used in these Terms are for reference purposes only and in no way limit the scope of the section.

**F. Severability; Interpretation.** If any provision of these Terms is held to be unenforceable for any reason, such provisions shall be reformed only to the extent necessary to make it enforceable, and all terms and conditions of these Terms (as reformed) shall remain in full force and effect.

**G. Force Majeure.** We will be excused from failures or delays in delivery or performance of the Site and/or Services, if such failure or delay is attributable to causes our reasonable control such as weather, acts of God, natural disaster, war, terrorist attack, disease, epidemic/pandemic, criminal activity, riot, civil unrest, strike, or utility failure.

**H. No Waiver.** Except as expressly set forth in these Terms, (i) no failure or delay by Danke Solar to take action with respect to a breach of these Terms by you or others will constitute a waiver and shall not limit Danke Solar's rights, powers, or remedies with respect to such breach or any subsequent breaches, and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

#### 14. CONTACT INFORMATION AND UPDATES

**Danke Solar Energy Corporation**

[address]

Email address: [appropriate email]