

configuration. If the Final System Size differs from the Planned Installed Capacity as set forth in the System Identification Form:

- 3.9.1. Any increase that results in a Final System Size behind the Revenue Quality Meter that exceeds 2,000 kW (DC rating) shall result in immediate and automatic termination of this Agreement.
- 3.9.2. Any increase or decrease that results in a Final System Size that is not within the greater of: $\pm 25\%$ or $\pm 5\text{kW}$, from Planned Installed Capacity as set forth in the System Identification Form shall result in immediate and automatic termination of this Agreement.
- 3.9.3. Any increase or decrease in a Final System Size that results in a change in a Size Category as set forth in the System Identification Form shall result in immediate and automatic termination of this Agreement.
- 3.9.4. Any other changes in a Final System Size will be subject to the approval of Buyer at its sole discretion.
- 3.9.5. Notwithstanding any approved changes in a Final System Size, the Maximum Contract Quantity will not be adjusted and will be calculated based on the Planned Installed Capacity of the original System.

~~3.9.6. Notwithstanding any size changes approved by Buyer, Buyer may retain the entire Performance Assurance for the System prior to the approval of the size change. If one or more new agreement(s) are entered pursuant to Section 3.6.2, Buyer at its sole discretion may allocate the amount of the Performance Assurance retained by Buyer across the new agreement(s) at its sole discretion. The amount designated as Performance Assurance in each such new agreement(s) will be indicated in the System Identification Form of such new agreement(s).~~

- 3.10. **Substitute System(s).** Prior to the System being Energized, Seller may request for one or more substitute systems to replace the System identified in this Agreement. Such a request must be made in writing to Buyer and is subject to the following conditions:
 - 3.10.1. Approval of such requests is at the sole discretion of the Buyer.
 - 3.10.2. The total size of the substitute system(s) in aggregate must be within the greater of: 25% or 5 kW of the Planned Installed Capacity of the System being replaced.
 - 3.10.3. Seller and Buyer will execute an Additional Agreement as prepared by Buyer with terms identical to the terms of this Agreement for each substitute system.

- 3.10.4. Buyer at its sole discretion shall specify the amount designated as “Maximum Contract Quantity” in each Additional Agreement so that the amount in aggregate across such Additional Agreement(s) shall not exceed the Maximum Contract Quantity associated with the System that is being replaced.
- 3.10.5. The substitute system(s) must meet all the same requirements (e.g., use of “qualified person” for installation, qualifying as a “new” system, same development deadlines, not used to support prior awards) as the System that is being replaced.

3.11. Notwithstanding any size changes approved by Buyer, Buyer may retain the entire Performance Assurance for the System prior to the approval of the size change. If one or more Additional Agreement(s) are entered pursuant to Section 3.10.3, Buyer at its sole discretion may allocate the amount of the Performance Assurance retained by Buyer across the Additional Agreement(s) at its sole discretion. The amount designated as Performance Assurance in each such Additional Agreement will be indicated in the System Identification Form of such Additional Agreement(s).