

TERMS OF USE FOR SOLARSTUDIO by KB RACKING

These Terms of Use for SolarStudio, together with any registration page, order form, written authorization, licence confirmation, quote, purchase order, or other written document expressly referencing these Terms (collectively, this “Agreement”), govern access to and use of the SolarStudio web-based planning platform and related digital services made available by KB Racking, Inc. (“KBR”) to the person or entity registering for or using SolarStudio (“Customer” or “User”). KBR and Customer are referred to collectively as the “Parties” and individually as a “Party.”

By registering for, accessing, or using SolarStudio, Customer accepts and agrees to be bound by this Agreement. If Customer does not agree to this Agreement, Customer must not access or use SolarStudio.

1. Applicability; Relationship to KBR Product Terms

- a. These Terms govern access to and use of SolarStudio, including all software functionality, project design tools, layout tools, calculation tools, project reports, PDF exports, drawings, outputs, data, and related digital services made available through or in connection with SolarStudio.
- b. KBR’s General Terms and Conditions for the Sale of Goods govern the sale and delivery of KBR physical products, including rooftop solar racking goods. These Terms govern software access and digital services only. If Customer purchases Goods from KBR, KBR’s General Terms and Conditions for the Sale of Goods will apply to that purchase unless KBR expressly agrees otherwise in writing.
- c. In the event of a conflict between these Terms and KBR’s General Terms and Conditions for the Sale of Goods, these Terms will govern with respect to SolarStudio, software access, user accounts, project data, project outputs, and other digital services, and KBR’s General Terms and Conditions for the Sale of Goods will govern with respect to the sale and delivery of Goods.
- d. Customer’s own terms and conditions, including any terms included in or referenced by a purchase order, procurement portal, email footer, vendor onboarding document, or similar document, will not apply unless expressly accepted in writing by an authorized officer of KBR.

2. Description of SolarStudio

- a. SolarStudio is a web-based planning and configuration tool intended to assist qualified commercial users in planning rooftop photovoltaic mounting projects using KBR products.
- b. SolarStudio may allow users to create project layouts, enter project-specific technical data, select products, perform automated calculations, generate project reports, export PDFs, generate drawings, or access related documentation.
- c. SolarStudio is provided as a planning aid and workflow tool. SolarStudio does not replace professional engineering judgment, site investigation, building review, code review, installation judgment, or independent verification by qualified professionals.
- d. KBR may modify, suspend, discontinue, limit, replace, or update SolarStudio, including its features, outputs, licence types, calculations, pricing, access requirements, or integrations, at any time.

3. Business and Professional Use Only

- a. SolarStudio is intended only for business, commercial, professional, trade, installer, EPC, distributor, engineering, contractor, developer, or institutional use. SolarStudio is not intended for personal, household, or consumer use.
- b. By registering for or using SolarStudio, Customer represents and warrants that it is acting for business or professional purposes and not as a consumer.
- c. Customer is responsible for ensuring that each individual accessing SolarStudio under Customer’s account has appropriate experience, training, and authority to use the platform and to evaluate the outputs generated through the platform.

- d. Customer is responsible for ensuring that users accessing SolarStudio on its behalf are appropriately qualified to review and use project outputs.

4. Registration; User Accounts

- a. Access to SolarStudio may require registration, approval, account activation, and acceptance of these Terms.
- b. Customer must provide accurate, complete, and current registration information, including name, company name, email address, telephone number, business address, and any other information reasonably requested by KBR.
- c. KBR may approve, reject, suspend, or revoke any registration or account in its sole discretion, including where KBR believes the applicant is a competitor, unauthorized reseller, non-qualified user, abusive user, or otherwise unsuitable for SolarStudio access.
- d. Customer is responsible for maintaining the confidentiality of all account credentials. Customer must not share credentials outside its authorized organization or permit any unauthorized person to access SolarStudio.
- e. Customer is responsible for all activity occurring under its account, whether or not authorized by Customer, unless caused solely by KBR’s intentional misconduct.
- f. Customer must promptly notify KBR of any suspected unauthorized access, credential compromise, account misuse, security incident, or breach of these Terms.
- g. KBR may deactivate accounts that are inactive for twelve (12) consecutive months or such other period as KBR may determine from time to time.

5. License Grant; Scope of Use

- a. Subject to Customer’s compliance with this Agreement, KBR grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use SolarStudio during the period in which KBR authorizes such access.
- b. Customer may use SolarStudio only for Customer’s internal business purposes and only for planning, designing, estimating, evaluating, documenting, or supporting projects involving KBR products or products expressly approved by KBR.
- c. Customer must not use SolarStudio to design, validate, promote, support, reverse engineer, benchmark, compare, or implement projects using competing racking systems unless KBR has expressly authorized such use in writing.
- d. Customer must not sell, rent, lease, sublicense, timeshare, distribute, provide service bureau access to, or otherwise make SolarStudio available to third parties.
- e. Customer must not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, scrape, frame, mirror, crawl, extract, or otherwise attempt to derive the source code, underlying logic, calculations, algorithms, databases, product rules, design rules, or system architecture of SolarStudio.
- f. Customer has no right to receive a copy of SolarStudio source code, object code, database structures, calculation logic, or underlying technical documentation, except for user documentation expressly made available by KBR.

6. License Types; Fees; Usage Limits

- a. KBR may offer SolarStudio under different licence types, including a free licence tier and one or more paid or “Pro” licence tiers.
- b. The free licence tier may include limited access to SolarStudio features and may include limits on engineering calculations, project exports, PDF generation, active projects, storage, users, or other platform usage metrics.
- c. KBR may modify free-tier limits, including monthly engineering calculation limits, at any time upon reasonable notice.

- d. Paid or Pro licence tiers may include expanded functionality, increased usage limits, additional project capacity, or other commercial features as determined by KBR.
 - e. Unless otherwise agreed in writing, all fees for paid licences are payable in advance and are non-refundable.
 - f. KBR may suspend or restrict access to paid features for overdue accounts, failed payments, misuse, security concerns, or breaches of these Terms.
 - g. KBR may modify pricing, licence structures, feature availability, or usage limits at any time upon reasonable notice.
 - h. Customer acknowledges that SolarStudio is a commercial planning and engineering-support tool intended to support the design and deployment of rooftop photovoltaic systems using KBR products.
- c. Customer must use all project reports and outputs in conjunction with applicable KBR installation manuals, product documentation, project-specific requirements, applicable laws, applicable codes, industry standards, manufacturer requirements, site conditions, and professional review.
 - d. Customer must not alter any SolarStudio-generated report, PDF, drawing, calculation, or output in a manner that misrepresents the source, assumptions, product requirements, calculation results, limitations, warnings, disclaimers, or KBR branding contained in the output.
 - e. Any price, quantity, or product information generated through SolarStudio is for planning or estimating purposes only unless expressly confirmed by KBR in a signed quote, purchase order, or other written sales document. SolarStudio outputs do not constitute a binding offer by KBR to sell products.

7. Customer Technical Responsibilities

- a. Customer is responsible for obtaining and maintaining all internet access, browsers, hardware, software, cybersecurity tools, network connections, and other technical requirements necessary to access and use SolarStudio.
- b. Customer is responsible for maintaining reasonable security measures for its own systems, including secure credentials, firewalls, anti-malware tools, and appropriate administrative controls.
- c. Customer is responsible for backing up its own business records and any project outputs exported from SolarStudio. KBR is not responsible for Customer's failure to download, store, retain, or back up any project report, PDF, drawing, or other output.
- d. Customer acknowledges that internet-based services may be interrupted, delayed, unavailable, insecure, degraded, or affected by maintenance, hosting providers, software suppliers, cybersecurity events, outages, data transmission issues, or events beyond KBR's control.

8. Project Data; Customer Inputs

- a. Customer is solely responsible for the accuracy, completeness, suitability, and currency of all data entered into SolarStudio by Customer or any person using Customer's account, including project address, roof dimensions, building height, roof type, roof slope, parapet height, wind loads, snow loads, exposure, terrain category, risk category, module data, roof membrane information, coefficients of friction, structural assumptions, obstructions, equipment locations, and all other project-specific parameters.
- b. Customer acknowledges that SolarStudio outputs are directly dependent on Customer inputs. Incorrect, incomplete, outdated, estimated, assumed, or unsuitable inputs may result in incorrect, incomplete, unsuitable, unsafe, or non-compliant outputs.
- c. KBR is not required to verify Customer inputs and does not assume responsibility for the accuracy or completeness of Customer inputs.
- d. Customer must review and approve all project inputs before relying on, exporting, submitting, or using any SolarStudio output.
- e. Customer must promptly update project inputs if site conditions, product selections, module specifications, roof conditions, code requirements, project assumptions, or other relevant facts change.

9. Engineering Calculations; Project Reports; PDF Exports

- a. SolarStudio may generate engineering calculations, project reports, PDF exports, bills of material, drawings, layouts, ballast plans, and other outputs based on Customer inputs and available platform functionality.
- b. Engineering calculations, project reports, and other outputs are intended to assist Customer in planning, engineering review, and documenting rooftop photovoltaic projects using KBR products. They are not standalone construction documents unless expressly approved by KBR in writing for that purpose.

10. Engineering Disclaimer

- a. SolarStudio is a planning and design-assistance tool for rooftop photovoltaic mounting systems. SolarStudio does not replace professional engineering review, structural review, roofing review, code review, or professional judgment.
- b. Unless KBR expressly agrees otherwise in a separate written agreement signed by KBR, KBR is not acting as engineer of record, architect, roofing consultant, building envelope consultant, electrical engineer, structural engineer for the building, code consultant, safety consultant, project manager, construction manager, installer, or inspector by providing SolarStudio access or outputs.
- c. SolarStudio outputs are limited to the information entered by Customer and the functionality available within the platform. Building structural capacity, roof suitability, waterproofing, electrical design, safety compliance, and other project-specific conditions are not verified by SolarStudio unless expressly confirmed by KBR in writing.
- d. Customer is solely responsible for confirming that the existing building, roof structure, roof membrane, insulation, deck, fasteners, attachments, and related building components can safely support the photovoltaic system and all imposed loads.
- e. Customer must ensure that wind loads, snow loads, risk category, exposure, terrain, building height, roof dimensions, roof zone conditions, module data, and other project parameters are verified against site conditions and applicable codes.
- f. Customer must consult qualified professionals where required by law, by code, by permit authority, by project owner, by site conditions, by uncertainty, or by prudent professional practice.
- g. Customer must ensure that installation is performed by qualified personnel in accordance with applicable KBR manuals, project reports, applicable codes, site safety requirements, and all applicable laws.
- h. Customer is responsible for ensuring that all installations are completed in accordance with applicable KBR installation manuals, project-specific requirements, applicable codes, and industry standards.
- i. Any review, comment, support, email, call, training, or guidance provided by KBR relating to SolarStudio does not waive this Section 10 and does not create professional responsibility for KBR unless expressly agreed in writing by KBR.

11. Third-Party Products and Information

- a. SolarStudio may include, reference, or allow Customer to select third-party products, including photovoltaic modules, roof components, fasteners, inverters, electrical components, roofing materials, or other non-KBR products.
- b. KBR does not warrant the accuracy, completeness, compatibility, availability, technical properties, dimensions, performance, certification, or suitability of any third-party product data included in or referenced by SolarStudio.

- c. Customer is solely responsible for verifying all third-party product data against the applicable manufacturer's current documentation and for confirming compatibility with KBR products and the specific project.
- d. Customer must obtain any required approval from third-party manufacturers, roof manufacturers, building owners, engineers, authorities having jurisdiction, utilities, or other applicable parties.

12. Acceptable Use; Restrictions

Customer must not:

- a. use SolarStudio for any unlawful, unsafe, misleading, fraudulent, infringing, abusive, or unauthorized purpose;
- b. access SolarStudio for competitive analysis, benchmarking, reverse engineering, copying, or development of a competing product or service;
- c. interfere with, disrupt, overload, damage, or impair SolarStudio, its servers, its hosting environment, or any connected systems;
- d. use bots, scrapers, crawlers, automated scripts, or other automated means to access, query, download, export, or extract data from SolarStudio;
- e. upload malicious code, viruses, worms, harmful data, or content that may damage, interfere with, or compromise SolarStudio;
- f. attempt to bypass security controls, licence restrictions, usage limits, access restrictions, or authentication measures;
- g. share credentials or permit access by competitors, unauthorized third parties, or individuals who are not acting on Customer's behalf;
- h. remove, obscure, alter, or misrepresent proprietary notices, disclaimers, warnings, limitations, copyright notices, trademarks, logos, or KBR branding;
- i. use SolarStudio to design or support products or systems not approved by KBR; or
- j. use SolarStudio in any manner that may expose KBR to unreasonable legal, security, reputational, commercial, operational, or technical risk.

13. Ownership; Intellectual Property

- a. SolarStudio, including all software, workflows, interfaces, features, templates, databases, calculation logic, design rules, reports, drawings, graphics, content, documentation, know-how, product data, trademarks, and other intellectual property made available by or on behalf of KBR, is owned by KBR, Levasoft GmbH, their affiliates, licensors, suppliers, or service providers, as applicable.
- b. Except for the limited access right expressly granted in this Agreement, no right, title, or interest in SolarStudio is transferred to Customer.
- c. KBR retains all ownership, proprietary, registered design, copyright, trademark, confidential information, and other intellectual property rights in all KBR product information, calculations, reports, drawings, drafts, layouts, construction documents, specifications, manuals, technical documentation, and other materials created, developed, produced, generated, or made available by or on behalf of KBR.
- d. Customer may use SolarStudio-generated project outputs only for the applicable project involving KBR products and only in accordance with these Terms.
- e. Customer grants KBR a non-exclusive, worldwide, royalty-free licence to use, host, store, reproduce, process, transmit, display, analyze, and create derivative operational data from Customer inputs and project data as necessary to provide SolarStudio, support Customer, improve KBR products and services, prepare quotes, respond to inquiries, maintain records, comply with law, enforce this Agreement, and protect KBR's rights.

- f. KBR may use aggregated, anonymized, or de-identified data derived from SolarStudio for analytics, product improvement, benchmarking, market analysis, software improvement, and business planning, provided such data does not identify Customer or any individual.

14. Confidential Information

- a. SolarStudio and all non-public KBR technical, commercial, pricing, product, design, calculation, engineering, software, and business information made available through SolarStudio constitute KBR confidential information.
- b. Customer must use KBR confidential information solely for the purpose of using SolarStudio in accordance with this Agreement and must not disclose, copy, reverse engineer, publish, or make such information available to third parties except as expressly permitted by KBR in writing.
- c. Customer must protect KBR confidential information using at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care.
- d. KBR may seek injunctive relief for any threatened or actual breach of this Section without the necessity of proving actual damages.

15. Privacy

- a. KBR will process personal information in connection with SolarStudio in accordance with its SolarStudio Privacy Policy.
- b. Customer represents and warrants that it has all rights, permissions, notices, and consents required to enter personal information or third-party project information into SolarStudio, including information relating to Customer's own customers, project owners, site contacts, or other individuals.
- c. Customer must not enter sensitive personal information into SolarStudio unless expressly requested by KBR and necessary for the applicable purpose.
- d. Customer is responsible for complying with all privacy, data protection, confidentiality, and customer notice obligations applicable to Customer's use of SolarStudio.
- e. Customer will indemnify, defend, and hold harmless KBR from and against all claims, losses, damages, penalties, costs, and expenses arising from Customer's failure to obtain required rights, permissions, notices, or consents for data entered into SolarStudio.

16. Communications; Electronic Notices

- a. Customer agrees that KBR may communicate with Customer by email, through SolarStudio, through Customer's account, or through other contact information provided by Customer.
- b. KBR may contact Customer regarding account administration, software updates, security notices, training, support, project inquiries, errors, maintenance, licence changes, feature changes, revocation of access, and other matters relating to SolarStudio.
- c. Commercial electronic messages will be sent in accordance with applicable law. Customer may unsubscribe from marketing communications where required by law, but may continue to receive transactional, operational, legal, safety, support, or account-related messages.

17. Support and Availability

- a. KBR may provide onboarding, training materials, technical support, documentation, or account assistance for SolarStudio, but does not guarantee any particular response time, support level, or availability unless expressly agreed in writing.
- b. KBR does not guarantee that SolarStudio will be uninterrupted, error-free, secure, or available at all times.
- c. KBR may perform scheduled or unscheduled maintenance, updates, patches, upgrades, or system changes. Such activities may temporarily restrict or interrupt access.

- d. KBR is not responsible for interruptions, delays, outages, or data loss caused by maintenance, third-party providers, internet failures, cybersecurity events, or circumstances outside KBR's reasonable control.

18. Suspension and Termination

- a. KBR may suspend, restrict, or terminate Customer's access to SolarStudio immediately upon notice if Customer breaches this Agreement, misuses SolarStudio, threatens the security or integrity of SolarStudio, shares credentials, uses SolarStudio for unauthorized purposes, provides inaccurate registration information, fails to pay applicable fees, becomes insolvent, or otherwise creates risk for KBR.
- b. KBR may suspend or terminate free access at any time upon reasonable notice, or immediately if required for security, legal, operational, commercial, or misuse-related reasons.
- c. Customer may request deletion or deactivation of its account by contacting KBR at the contact information provided by KBR.
- d. Upon termination, Customer's right to access and use SolarStudio will cease. KBR may delete, retain, archive, anonymize, or continue to use Customer data in accordance with these Terms, the Privacy Policy, legal requirements, and KBR's ordinary business practices.
- e. Sections relating to ownership, confidentiality, project outputs, engineering disclaimers, privacy responsibilities, warranty disclaimer, limitation of liability, indemnification, governing law, jurisdiction, and any other provisions that by their nature should survive will survive termination.

19. Disclaimer of Warranties

- a. SolarStudio is provided "as is" and "as available." To the maximum extent permitted by law, KBR disclaims all warranties, representations, and conditions, whether express or implied, including warranties relating to accuracy, completeness, availability, fitness for a particular purpose, or suitability for any project.
- b. KBR does not warrant that engineering calculations, reports, layouts, drawings, ballast plans, or other project outputs generated through SolarStudio will be accurate, complete, code-compliant, permit-ready, or suitable for Customer's project without independent review and verification by qualified professionals.
- c. KBR DOES NOT WARRANT THAT CUSTOMER'S USE OF SOLARSTUDIO WILL RESULT IN ANY SALE, PROJECT APPROVAL, PERMIT APPROVAL, ENGINEERING APPROVAL, COST SAVINGS, PROJECT AWARD, OR PARTICULAR BUSINESS OUTCOME.

20. Limitation of Liability

- a. IN NO EVENT SHALL KBR OR ANY OF ITS AFFILIATES, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, STAFF, SHAREHOLDERS, AGENTS, LICENSORS, SUPPLIERS, OR SERVICE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF USE, COST OF SUBSTITUTE SERVICES, PROJECT DELAYS, REWORK, PERMIT DELAYS, DIMINUTION IN VALUE, OR THIRD-PARTY CLAIMS ARISING OUT OF OR RELATING TO SOLARSTUDIO, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER KBR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

- b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KBR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SOLARSTUDIO, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, STATUTE, OR OTHERWISE, SHALL NOT EXCEED: (i) THE AMOUNTS PAID BY CUSTOMER TO KBR SPECIFICALLY FOR SOLARSTUDIO ACCESS DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (ii) IF CUSTOMER USED SOLARSTUDIO FREE OF CHARGE, ONE HUNDRED CANADIAN DOLLARS (CAD \$100.00).

- c. The limitations in this Section apply even if any remedy fails of its essential purpose.

21. Indemnification

Customer shall defend, indemnify, and hold harmless KBR and its affiliates, representatives, officers, directors, employees, staff, shareholders, agents, licensors, suppliers, and service providers from and against any and all claims, losses, damages, liabilities, penalties, fines, costs, and expenses, including reasonable legal fees, arising out of or relating to:

- a. Customer's use or misuse of SolarStudio;
- b. Customer's breach of this Agreement;
- c. Customer inputs, project data, site data, or third-party data entered into SolarStudio;
- d. Customer's reliance on, modification of, submission of, or use of SolarStudio outputs;
- e. installation, construction, permitting, engineering, inspection, or project execution based on SolarStudio outputs;
- f. Customer's failure to verify site conditions, structural capacity, roof conditions, code requirements, product compatibility, or project assumptions;
- g. Customer's violation of applicable law, privacy law, intellectual property rights, confidentiality obligations, or third-party rights; or
- h. unauthorized access to SolarStudio enabled by Customer's failure to protect account credentials or systems.

22. Force Majeure

KBR shall not be liable or responsible for any failure or delay in providing SolarStudio, or for any interruption, degradation, loss of access, or failure of performance, caused by or resulting from events beyond KBR's reasonable control, including acts of God, fire, flood, severe weather, earthquake, explosion, pandemic, war, terrorism, riot, civil unrest, labour disruption, government action, changes in law, embargoes, power outages, telecommunications failures, internet failures, hosting provider failures, software supplier failures, cybersecurity events, denial-of-service attacks, or other events beyond KBR's reasonable control.

23. Compliance with Law

Customer shall comply with all laws applicable to Customer's business, Customer's projects, Customer's use of SolarStudio, Customer's installation or use of KBR products, and Customer's handling of personal information, project information, and third-party data.

24. Amendments

KBR may amend these Terms from time to time by posting updated terms, providing notice through SolarStudio, sending notice by email, or otherwise notifying Customer. Unless otherwise stated, amended Terms will apply prospectively. Customer's continued use of SolarStudio after notice of amended Terms constitutes acceptance of the amended Terms. If Customer does not agree to amended Terms, Customer must stop using SolarStudio.

25. Assignment

Customer may not assign, transfer, delegate, or sublicense this Agreement or any rights or obligations under this Agreement without KBR's prior written consent. Any attempted assignment in violation of this Section is null and void. KBR may assign this Agreement in connection with a merger, reorganization, sale of assets, corporate transaction, subcontracting arrangement, software provider arrangement, or transfer of SolarStudio or related business operations.

26. Relationship of the Parties

The Parties are independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture, employment, fiduciary, engineering, construction management, project management, or professional services relationship between the Parties.

27. No Third-Party Beneficiaries

This Agreement benefits only the Parties and their permitted successors and assigns. No third party has any legal or equitable right, benefit, or remedy under this Agreement.

28. Governing Law; Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to conflict of laws principles that would result in the application of the laws of another jurisdiction. All legal proceedings arising out of or relating to this Agreement or SolarStudio shall be instituted in a court of competent jurisdiction in Toronto, Ontario. Each Party irrevocably submits to the exclusive jurisdiction of such courts.

29. Notices

All legal notices must be in writing and delivered by email with confirmation of receipt, nationally recognized courier, registered mail, or such other method as KBR may designate. Notices to Customer may be sent to the email address or account contact information provided by Customer. Notices to KBR must be sent to the contact information posted by KBR or otherwise provided in writing.

30. Severability

If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining terms and provisions will remain in full force and effect. The invalid, illegal, or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent as closely as possible.

31. Entire Agreement

This Agreement, together with any documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to SolarStudio and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications relating to SolarStudio.