

ENERGY SAVINGS AS A SERVICE AGREEMENT

OptivAI, LLC · North Carolina · optivai.app

This Agreement is entered into by and between OptivAI, LLC, a North Carolina limited liability company ("OptivAI"), and the Client identified in the signature block below. It governs the installation of Power Optimization Equipment (POE) and the sharing of verified energy savings between OptivAI and Client.

1. Definitions

"Agreement" means this document, including any exhibits. "POE" (Power Optimization Equipment) means all hardware installed by OptivAI at the Service Address. "Savings" means the verified reduction in electricity cost, calculated by comparing before-and-after utility bills using actual meter readings on the same billing cycle. "Shared Savings" means 50% of Savings paid to OptivAI each month. "Term" means each successive 60-month period this Agreement is in effect. "Change of Control" means any sale of assets, transfer of more than 50% of equity, merger, or conveyance of the real property at the Service Address.

2. Services

OptivAI will: (a) assess the Client's electrical system at the Service Address; (b) procure, deliver, and install the POE at no upfront cost to Client; (c) verify Savings monthly using actual utility bill data; and (d) provide ongoing monitoring and support throughout each Term.

3. Term & Renewal

This Agreement begins on the date both parties sign and continues for an initial Term of 60 months. At the end of each Term it automatically renews for successive 60-month Terms unless either party provides written notice of non-renewal at least 90 days before the end of the then-current Term. Each renewal Term carries the same rights and obligations as the initial Term, including the termination and equipment provisions in Sections 7 and 8.

4. Savings Verification & Payment

Savings are calculated from actual utility bills using the number of days in the billing cycle — not a fixed 730-hour estimate. The calculation compares the pre-installation baseline (average of the 12 months before installation) to each post-installation bill. Client pays OptivAI 50% of verified monthly Savings within 15 days of receiving the monthly Savings Report. If a billing period shows no Savings, no payment is owed for that period. OptivAI may audit Client's utility bills once per calendar year on 10 days' notice.

5. Client Obligations

Client will: (a) provide safe access to the Service Address for installation, inspection, and maintenance; (b) maintain the POE in good working condition and not modify, move, or tamper with it; (c) provide copies of utility bills within 5 business days of request; and (d) promptly notify OptivAI of any utility rate changes, equipment failures, or changes in electrical load that may affect Savings calculations.

6. Equipment Ownership

The POE is and remains the sole property of OptivAI at all times. Client has no ownership interest in the POE and may not sell, encumber, or grant any lien on it. Upon expiration or termination of this Agreement, OptivAI has the right to remove the POE from the Service Address. If Client causes or permits damage to the POE, Client is responsible for reasonable repair or replacement costs.

7. Termination

7.1 Termination for Cause

Either party may terminate for material breach if the breach is not cured within 30 days of written notice describing the breach in reasonable detail.

7.2 Early Termination by Client

Client may terminate this Agreement before the end of any Term by providing 60 days' written notice. Upon early termination, Client owes OptivAI a liquidated damages payment equal to the average monthly Shared Savings over the prior 6 months $\times$ the number of months remaining in the current Term. This formula applies to the initial Term and to each renewal Term. The parties agree this is a reasonable estimate of OptivAI's lost revenue — not a penalty.

7.3 Effect of Termination

On the effective date of termination: (a) Client's obligation to pay Shared Savings ceases for periods after termination; (b) any liquidated damages owed are immediately due; (c) OptivAI will remove the POE from the Service Address within 30 days at Client's expense, including all reasonable labor and access costs; and (d) sections 4, 6, 7.2, 7.3, 9, 10, 11, and 12 survive termination.

8. Equipment Removal

When this Agreement ends (by expiration, non-renewal, or termination), OptivAI will schedule removal of the POE within 30 days. Client must provide access during normal business hours. All costs of removal — including labor, access equipment, and any required electrical restoration — are borne by Client unless OptivAI elects in writing to waive them. OptivAI will repair any damage caused directly by removal but is not responsible for pre-existing conditions.

9. Representations & Warranties

Each party represents that: (a) it has authority to enter into this Agreement; (b) this Agreement does not conflict with any other obligation; and (c) all information provided in connection with this Agreement is accurate. OptivAI warrants that the POE will be installed by qualified personnel and will perform materially as described. Client warrants that it has the right to grant access to the Service Address.

10. Limitation of Liability

Neither party is liable for indirect, incidental, or consequential damages. OptivAI's total liability under this Agreement is capped at the total Shared Savings paid by Client in the 12 months preceding the claim. This cap does not apply to Client's obligation to pay Shared Savings or liquidated damages.

11. Confidentiality

Each party will keep the other's business information, financial data, and technical specifications confidential and will not disclose them to third parties without prior written consent, except as required by law. This obligation survives termination for 3 years.

12. Change of Control & Transfer

12.1 Agreement Runs with the Facility

This Agreement is binding on Client and all successors, heirs, assigns, and any person or entity that acquires the Service Address or a controlling interest in Client. A purchaser takes the Service Address subject to this Agreement.

12.2 Notice Requirement

Client must give OptivAI written notice at least 30 days before any Change of Control. The notice must identify the proposed purchaser and expected closing date.

12.3 Assumption Agreement

Before any Change of Control closes, the incoming party must execute an Assumption Agreement in a form acceptable to OptivAI, taking on all of Client's obligations under this Agreement. Client remains jointly liable until a valid Assumption Agreement is delivered to OptivAI.

12.4 Liquidated Damages for Breach of Transfer Obligations

If a Change of Control occurs without notice to OptivAI or without delivery of an Assumption Agreement, the liquidated damages formula in Section 7.2 applies immediately and is due from Client.

12.5 Assignment

OptivAI may assign this Agreement freely. Client may not assign without OptivAI's prior written consent, which will not be unreasonably withheld when an Assumption Agreement is executed.

12.6 Cooperation

Both parties will cooperate in good faith to complete any transfer or assignment efficiently and without disrupting the POE's operation.

13. General

Governing Law. This Agreement is governed by the laws of North Carolina, without regard to conflict-of-law rules. Any dispute not resolved by good-faith negotiation will be submitted to binding arbitration in Charlotte, NC under AAA Commercial Rules. **Entire Agreement.** This document is the entire agreement between the parties and supersedes all prior discussions and agreements. **Amendments** require a signed writing. **Notices.** Notices must be in writing and sent by email (with confirmation) or certified mail to the addresses in the signature block. **Severability.** If any provision is unenforceable, the rest of the Agreement remains in effect. **Waiver.** Failure to enforce any right is not a waiver of future rights.

ELECTRONIC SIGNATURE

By typing their full name and clicking "I Agree & Sign" on [optivai.app](#), the Client is providing a legally binding electronic signature to this Agreement. Electronic signatures are valid and enforceable under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.) and the North Carolina Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.). Upon execution, both parties will receive a countersigned copy of this Agreement by email.

OPTIVAI, LLC

Authorized Signatory: John Close

Title: Chief Executive Officer

Date: [captured digitally]

Email: john@optivai.app

CLIENT

Full Name: [captured digitally]

Title: [captured digitally]

Company: [captured digitally]

Service Address: [captured digitally]

Email: [captured digitally]

Phone: [captured digitally]

Date & Time: [captured digitally]

IP Address: [captured digitally]

This agreement is executed electronically. The audit trail, IP address, and timestamp are recorded by OptivAI and constitute the complete signature record under E-SIGN and UETA.