



Community Distributed Generation Disclosure Form

<p>Customer Information</p>	<p>Customer Name: Service Address: Billing Address: Email Address:</p>
<p>Distribution Utility</p>	<p>[UTILITY] ("Utility")</p>
<p>Overview</p>	<p>This document describes your Community Solar Subscription, specifically, the material terms of your agreement to purchase Solar Credits from a community solar generation system. Under the Community Distributed Generation Agreement ("Agreement"), you will not own the system or any part of the system. In the event that the terms in this Community Distributed Disclosure Form ("Disclosure Statement") conflict with terms appearing elsewhere in the Agreement, the terms in this Disclosure Statement are controlling. Read this document and the Agreement carefully so that you fully understand your Community Solar Subscription service.</p>
<p>Price, Fees, and Charges</p>	<p>Monthly payments. Customer shall either receive a monthly bill from Solar Simplified, LLC ("Solar Simplified") ("Solar Bill") (process called "Dual Billing") or receive Solar Credits on their monthly utility bill ("Utility Bill") (process called "Consolidated Billing") for Customer's Community Solar Subscription at a discount rate of TEN PERCENT (10 %). Solar Simplified will inform Customer before the first bill is issued as to which billing process the Solar Farm has elected to use.</p> <p>Dual Billing. Utility will apply the subscribed Solar Credits to Customer's Utility bill. Customer is responsible for paying all Utility bills in full, including the Basic Service Charge, Generation Charge, Transmission and Distribution Charges, and all applicable taxes.</p> <p>Consolidated Billing. Each month, you will receive credits on your electric utility bill (" Utility Bill") based on the electricity generated by the project. Your subscription fee will be automatically taken from the credits you receive on your Utility Bill. Your subscription fee is equal to 90% of the value of the credits you receive each month. After the credits are reduced by the subscription fee, you will receive savings equal to 10% of the credits you receive. Customer is responsible for paying all Utility Bills in full, including the Basic Service Charge, Generation Charge, Transmission and Distribution Charges, and all applicable taxes.</p> <p>Financial Structure. Customer understands they are not purchasing or leasing solar panels or solar electricity directly from the Solar Farm. Customer is purchasing Solar Credits arising in connection with solar electricity production at the Solar Farm. The solar production of the Solar Farm will be sold to Utility directly.</p> <p>Customer's interest in other solar benefits or incentives. Under the Agreement, Customer shall only receive Solar Credits and will not be entitled to receive other benefits or incentives, such as renewable energy certificates or credits, tax credits or deductions, depreciation allowance, green tags, carbon offsets, utility incentives or other rebates or incentives of any kind, all of which have been retained by the owner or developer of the Solar Farm or transferred to others in order to finance the construction of the Solar Farm.</p> <p>Value of Solar Credits. Utility shall calculate the value of the Solar Credits issued to Customer on his or her bill based on the Utility Rate for the Customer's service classification or on the value</p>



	<p>Utility determines in its discretion of the solar production allocated to Customer from the Solar Farm.</p> <p>Late fee. If Customer fails to pay a bill, or if Customer consents to ACH payments and insufficient funds are present in Customer’s bank account, or insufficient credit is available from the credit card provider within 20 days of the date payment is due, Customers shall pay Solar Simplified a late fee on unpaid balances for each calendar month or part thereof in the amount of 1.5% (or such rate as permitted by law) per month on the unpaid balance until the balance is paid in full.</p> <p>Processing fee. For credit card payments, Solar Simplified may assess a processing fee of three percent (3%) of the invoiced amount or the maximum allowed under applicable law, whichever is less.</p> <p>Returned check fee. In the case of returned checks or insufficient funds in an ACH or credit card payment, Customer shall pay an additional fine of \$25 (or such other amount as permitted by law).</p>
<p>Project Location and Customer Allocation</p>	<p>Location of Solar Farm. The Solar Farm producing and selling solar electricity to Utility is owned and operated by the Solar Farm and is located in New York State in a zone that is served by Utility. The location of the Solar Farm that serves Customer shall be selected by Solar Simplified and identified on Customer’s monthly bill . Solar Simplified will notify Customer when Customer's account has been successfully connected to a Solar Farm, with additional details. If there is not a currently active Solar Farm with capacity in your area, Customer may be placed on a waitlist.</p> <p>Size of Solar Farm. The size and solar electricity production of each solar farm is different, depending on the number of panels, exposure to sunlight, weather, slope of the land, and other factors.</p> <p>Customer allocation. The amount of Solar Credits allocated to Customer shall be a percentage of the solar electricity produced and not consumed at the Solar Farm and shall be no more than Customer’s historic electricity usage on an annual basis. The total amount of solar electricity allocated to Customer through a calendar year will generally be between 75% and 95% of Customer’s historic annual usage. As the solar electricity production of solar farms changes, Customer understands that the Solar Farm generating credits for Customer may change from time to time.</p> <p>Calculation of Solar Credits. Each month, Solar Simplified shall notify Utility of the number of kilowatt hours of solar production to be allocated to Customer. Utility shall calculate in its discretion the value of the solar electricity allocated to Customer in the form of Solar Credits.</p> <p>Carryover. At Solar Simplified’s direction, the Utility will allocate to Customer Solar Credits based on Customer’s historic usage. Due to changes in Customer’s consumption patterns, the value of Solar Credits may exceed the amount of Customer’s Utility bill. In such a case, such Solar Credits will be automatically carried over to succeeding monthly Utility bills and will not expire. Customer is responsible for paying Solar Simplified for any excess or ‘carry over’ Solar Credits at the time such Solar Credits are allocated to Customer’s Utility bill (which may be before the Solar Credits can actually be utilized by Customer). Credits accruing to the owner or operator of the Solar Farm may be banked and allocated to Customer in subsequent months.</p>



<p>Length of Agreement and Renewal</p>	<p>Initial Term. The term of the Agreement is ONE (1) month(s). Solar Simplified may terminate Agreement at any time by giving Customer written notice in the event Customer has failed to pay their Solar Bill, Customer ceases to be eligible as specified in the Agreement, or for any other reason allowed by law.</p> <p>Renewal Term. At the end of the Initial Term, the term will either automatically renew or will extend for successive terms of one (1) month, subject to Customer’s right to terminate the agreement at any time as provided below.</p>
<p>Early Termination</p>	<p>Early Termination. Customer may terminate the Agreement at any time, subject to an early termination fee in the amount of ZERO DOLLARS (\$0), by contacting Solar Simplified by telephone, email, or mail. In the event Solar Simplified terminates the Agreement it shall notify Customer in writing.</p> <p>Prior Solar Credits. In the event Customer or Solar Simplified terminates the Agreement, Customer shall pay for all Solar Credits received from Utility prior to termination. Solar Simplified will notify Utility as soon as commercially reasonable. Customer acknowledges that Utility may not process Customer’s termination for up to ninety (90) days.</p>
<p>Estimated Benefits</p>	<p>Estimate of Customer’s share of kilowatt hours of solar production. Each month, Solar Simplified will advise Utility of the amount of solar electricity production to be allocated to Customer. The total amount of solar electricity allocated to Customer through a calendar year will be at the discretion of Solar Simplified or the owner of the Solar Farm, but will generally be a percentage of Customer’s historic annual usage.</p> <p>Estimate of dollar value of Customer’s Solar Credits. Each month Utility will issue to Customer and apply Solar Credits to Customer’s Utility bill. The value of the Solar Credits shall be determined by Utility in accordance with its tariff. Customer will be billed by the Utility, in accordance with its tariff, as kWh bill credits or as monetary bill credits based on the Value Stack, depending on the assigned Solar Farm’s billing/ demand capabilities and/or equipment characteristics.</p> <p>Estimated Net Savings. Customer’s net savings will equal TEN PERCENT (10 %) of the value of the Solar Credits applied by Utility to Customer’s Utility bill.</p> <p>Example. A Customer’s allocation of solar production is 1,000 kWh of solar electricity and the value of Solar Credits that month is \$.10/kWh. Customer receives a 10% discount per the Agreement. Customer would receive a credit on their Utility bill of \$100 (the solar allocation multiplied by \$.10/kWh) and Customer would pay Solar Simplified \$90, a net savings of 10% or \$10. In the case of consolidated billing, all of this will appear on Customer's Utility Bill, and Customer receives only one bill.</p>
<p>Guarantees</p>	<p>Guaranteed Savings. Customer is guaranteed a TEN PERCENT (10 %) savings.</p> <p>No Production Guarantee. Solar Simplified and the owner of the Solar Farm make no guarantees of minimum solar electricity production from the Solar Farm which could change as a result of reductions or interruptions in solar production arising from weather and other events outside of the owner of the Solar Farm’s control. In the event of a decline in production, the owner of the Solar Farm shall notify Utility and Customer should expect to see a decline in the Utility Solar Credits on Customer’s Utility bill.</p>



	<p>Production problems. Customer will only pay for Solar Credits that are allocated to Customer’s Utility bills. In the event the Solar Farm produces and sells to Utility less solar electricity than anticipated, Utility will credit proportionately fewer Solar Credits to Customer’s Utility bill and the Customer will pay for fewer Solar Credits.</p> <p>Insurance and warranty. The owner and operator of the Solar Farm will carry appropriate insurance and warranties to ensure that the Solar Farm continues to operate in a commercially acceptable manner. Customer is not responsible for insurance or maintenance of the Solar Farm.</p>
<p>Data Sharing and Privacy Policy</p>	<p>Utility Data. Customer is to furnish Solar Simplified with the following information for the purpose of determining Customer’s share of the solar electricity production of the Solar Farm:</p> <ul style="list-style-type: none"> • Customer name • Utility account number or POD number • Service and billing addresses • Any other information required in connection with the Agreement. <p>Customer authorizes Solar Simplified and the owner of the Solar Farm to use such information to (i) request billing profiles, usage and payment history, and other information from Utility or credit reporting agencies, (ii) perform a credit check or utility payment score, and (iii) calculate the appropriate amount of Solar Credits to be allocated to Customer.</p> <p>Privacy policy. Solar Simplified and the owner of the Solar Farm may share Customer information, including but not limited to name, address, phone number, social security number, loan data, and payment activity, including delinquency, with third parties that have a need to know, including but not limited to its financing partners, both current and future, loan administrators, credit reporting agencies, and third parties interested in assuming the responsibilities of Solar Simplified or the owner of the Solar Farm to Customers as part of an assignment of Customer’s Agreement. Solar Simplified and the owner of the Solar Farm, in accordance with its Privacy Policy (a copy of which is available at https://solarsimplified.com/privacy-policy), will take commercially reasonable steps to protect your information and privacy and to ensure that the third party’s activities conform with relevant regulations and requirements. SOLAR SIMPLIFIED AND THE SOLAR FARM OWNER’S ACCESS AND/OR DISCLOSURE OF CUSTOMER’S DATA SHALL BE LIMITED TO INSTANCES WHERE IT IS NECESSARY TO FACILITATE OR MAINTAIN SERVICE TO THE CUSTOMER UNDER THIS AGREEMENT OR REQUIRED BY LEGAL AUTHORITY, provided that Customer agrees that Solar Simplified may from time to time offer Customer energy related products or services either directly or through authorized agents.</p>
<p>Right to Cancel Without Penalty</p>	<p>You have the right to terminate the Agreement without penalty within three (3) business days after agreeing to the Agreement by notifying Solar Simplified at (888) 420 - 9831 or cs@solarsimplified.com.</p>
<p>Customer Rights</p>	<p>If you have inquiries or complaints that Solar Simplified is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p>
<p>Other Important Terms</p>	<p>Service and emergencies. Utility will continue to be responsible for providing electric service and responding to electric outages. The Customer should contact Utility directly in the event of a problem with service or billing issues or any emergency.</p>



	<p>Electronic Statement Acceptance. Customer acknowledges and agrees that they may receive the Agreement, Disclosure Statement, notices, and if applicable, all monthly Solar Bills electronically via a web- portal or by e-mail in which case Solar Simplified shall, in its discretion, not provide paper copies.</p> <p>Authorization. Solar Simplified and Customer intend and agree that this Disclosure Statement, and the Agreement which is incorporated by reference herein, may be authenticated by written signature or affirmation through electronic signature, electronic checkbox, voice recording, or similar authentication, and that any such electronic authentication shall be deemed a binding acceptance of this Agreement having the same force and effect as a manual signature.</p>
<p>Preparer Name and Contact Information</p>	<p>Form Prepared By: Sasha Lukovenko on behalf of Solar Simplified, LLC</p> <p>Solar Simplified 301 W. Grand Ave., Unit 314 Chicago, IL 60654 Toll Free Phone: (888) 420 - 9831 cs@solarsimplified.com</p>

**COMMUNITY DISTRIBUTED GENERATION AGREEMENT**
New York - Residential Customer

This Community Distributed Generation Agreement ("Agreement"), is made and entered into by and between Solar Simplified, LLC of 301 W. Grand Ave., Unit 314, Chicago, IL 60654 ("Solar Simplified") and the customer(s) as provided in the Community Distributed Generation Disclosure Statement ("Customer" or "you"). Solar Simplified is a Community Distributed Generation Provider licensed by the New York Public Service Commission and is the marketing, contract administrator, and billing representative/agent for the owner and operator of Solar Farm that sells electricity generated from sunlight as part of NYSERDA's Community Solar Program. Upon execution of this Agreement, Solar Simplified shall assign this Agreement to the owner and operator of the Solar Farm, at which point this Agreement will be between you and the owner and operator of the Solar Farm. Solar Simplified is designated as the Solar Farm's agent for purposes of this Agreement. Solar Simplified will continue to provide the Services to you for the term of this Agreement, as set forth herein.

Service: Customer will receive a number of kilowatt hours of net metering credits produced by a solar farm ("Solar Farm"), which shall be located within Customer's electric distribution utility ("Utility") and be assigned to Customer by Solar Simplified, and allocated to Customer each month by Solar Simplified ("Solar Allocation").

Price: Customer is purchasing Solar Credits, as defined below, arising in connection with solar electricity production at the Solar Farm. Solar Simplified or Utility shall bill Customer monthly for the subscription cost of Solar Credits and shall be billed at a discount rate set forth in the Community Distributed Generation Disclosure Statement ("Disclosure Statement"). Customer's price or discount rate shall not change without obtaining prior consent from or providing notice to Customer, as required by law. Customer remains responsible for paying all Utility bills in full, including all applicable Utility and/or energy supply charges and taxes. Customer understands they are not purchasing or leasing solar panels or solar electricity directly from the Solar Farm.

Guarantees: Solar Simplified guarantees the savings or discount rate offered to Customer in the Disclosure Statement. Solar Simplified and the owner of the Solar Farm make no guarantees of minimum solar electricity production from the Solar Farm which could change as a result of reductions or interruptions in solar production arising from weather and other events outside of Solar Simplified's control. In the event of a decline in production, Solar Simplified shall notify Utility and Customer should expect to see a decline in the Solar Credits on Customer's Utility bill.

Term: The term of the Agreement is for the number of months provided in the Disclosure Statement (the "Initial Term"). Solar Simplified may terminate this Agreement at any time by giving Customer written notice that Solar Simplified will no longer allocate Solar Credits in the event Customer has failed to pay their Solar Simplified bill, Customer ceases to be eligible as specified in the Agreement, or for any other reason allowed by law. At the end of the Initial Term, the term will either automatically renew or will extend for successive terms of one (1) month, subject to Customer's right to terminate the agreement at any time as provided in this Agreement or in the Disclosure Statement.

Right of Rescission: You have the right to terminate the Agreement without penalty within three business days after signing the Customer Agreement by notifying Solar Simplified at (888) 420 - 9831 or cs@solarsimplified.com.

Cancellation: Customer may terminate this Agreement at any time, subject to an early termination fee as outlined in the Disclosure Statement, by contacting Solar Simplified by telephone, email, or mail. In the event Solar Simplified terminates the Agreement, it shall notify Customer in writing (where required). Any early termination fee shall be waived if Customer timely notifies Solar Simplified ninety (90) days prior to Customer's termination. In the event Customer or Solar Simplified terminates the Agreement, Customer shall pay for all Solar Credits received from Utility prior to termination. Solar Simplified will notify Utility of Agreement termination as soon as commercially reasonable. Customer acknowledges that Utility may not process Customer's termination for up to ninety (90) days.

Billing and Payment: Solar Simplified shall provide monthly invoices, either through Consolidated Billing or through Dual Billing in accordance with all applicable laws. Under Consolidated Billing, Customer will receive one bill from the Utility, with both Utility and Solar Simplified charges included. Under Dual Billing, Customer will receive a separate bill from Utility and Solar Simplified for each entity's respective charges. Customer shall pay all amounts owed within the terms specified in the Disclosure Statement. Late payments shall incur interest charges, beginning 20 days after the date payment is due, at a rate of interest equal to a per annum rate of 1.5 percent (1.5%) or the maximum allowed under applicable law, whichever is less. The default method of payment shall be through the Automated Clearing House ("ACH") Recurring Payment Authorization attached herein or provided separately at Customer's request. Customer agrees to provide ACH processing details required to process such payments. No processing fee shall be assessed by Solar Simplified when using ACH recurring payments. For credit card payments, Solar Simplified shall assess a processing fee of three percent (3%) of the invoiced amount or the maximum allowed under applicable law, whichever is less.



If Customer fails to pay a bill, or if Customer consents to ACH payments and insufficient funds are present in Customer's bank account, or insufficient credit is available from the credit card provider within 20 days of the date payment is due, Customers shall pay Solar Simplified a late fee on unpaid balances for each calendar month or part thereof in the amount of 1.5% per month on the unpaid balance until the balance is paid in full (or such lower rate as permitted by law). In the case of returned checks or insufficient funds in an ACH or credit card payment, Customer shall pay an additional fine of \$25 (or such lower amount as permitted by law).

Solar Allocation and Credits: Each month, Utility will issue to Customer a dollar value, calculated by Utility, of the Solar Allocation which Utility will deduct from Customer's monthly Utility bills ("Solar Credits"). The value of the Solar Credits shall be determined by Utility, and Customer will either be billed by the Utility, in accordance with its tariff, or by Solar Simplified, as net metering kWh-bill credits or as monetary bill credits based on the Value Stack, depending on the assigned Solar Farm's billing/demand capabilities and/or equipment characteristics. Each month, Solar Simplified may advise Utility of the amount of Solar Credit production to be allocated to Customer. The total amount of Solar Credits allocated to Customer through a calendar year will be at the discretion of Solar Simplified. After receiving such Solar Credits, Customer will pay Solar Simplified as set forth in the Price section of this Agreement. If the Solar Farm is enrolled in Consolidated Billing, Customer will pay Utility as set forth in the Payment and Billing section of this Agreement. Due to changes in Customer's consumption patterns, the value of Solar Credits may exceed the amount of Customer's Utility bill. In such a case, such Solar Credits will be automatically carried over to succeeding monthly Utility bills and will not expire. Customer is responsible for paying Solar Simplified for any excess or 'carry over' Solar Credits at the time such Solar Credits are allocated to Customer's Utility bill (which may be before the Solar Credits may actually be utilized by Customer). Solar Credits accruing to the owner or operator of the Solar Farm may be banked and allocated to Customer in subsequent months. Customer will pay only for Solar Credits that are allocated to Customer's Utility bills. In the event the Solar Farm produces and sells to Utility less solar electricity than anticipated, Utility will credit proportionately fewer Solar Credits to Customer's bill and the Customer will pay for fewer Solar Credits from Solar Simplified. Under this Agreement, Customer shall only receive Solar Credits and will not be entitled to receive other benefits or incentives, such as renewable energy certificates or credits, tax credits or deductions, depreciation allowance, green tags, carbon offsets, utility incentives or other rebates or incentives of any kind, all of which have been retained by the owner or developer of the Solar Farm or transferred to others in order to finance the construction of the Solar Farm. Customer understands the purchase of Solar Credits under this Agreement shall be treated as a service contract under Section 7701(e) of the Internal Revenue Code.

Customer acknowledges and agrees that prior to a Solar Farm becoming operational, or in the event Solar Simplified determines in its sole discretion that there is insufficient solar electricity production to allocate to Customer, Customer will be placed on a Waiting List and will, as soon as practicable and in Solar Simplified's discretion, be allocated net metering credits from another solar farm that produces sufficient electricity. Solar Simplified will use reasonable commercial efforts to allocate to Customers on a Waiting List net metering credits on a first-come, first-serve basis. Solar Simplified will bear no liability for any delays in construction or operation or for terminating a Solar Farm project for any reason whatsoever.

Solar Farm: The location of the Solar Farm that serves Customer shall be at the sole discretion of Solar Simplified pursuant to Customer's grant of power of attorney to Solar Simplified as set forth *infra* herein. Solar Simplified shall identify the Solar Farm from which electricity is generated for the benefit of Customer. The Solar Farm shall have solar photovoltaic panels that produce and sell electricity located in the State of New York and in a zone that is served by Utility. The size, rated capacity, and power output of each Solar Farm may vary, depending on the number of panels, exposure to sunlight, weather, slope of the land, and other factors. As the electricity production of solar farms changes, Customer understands that the Solar Farm generating credits for Customer may change from time to time. The owner and operator of the Solar Farm will carry appropriate insurance and warranties to ensure that the Solar Farm continues to operate in a commercially acceptable manner. Customer is not responsible for insurance or maintenance of the Solar Farm.

HEFPA Rights: Customer is entitled to protections pursuant to Sections 6, 12, 13, 14, 15, 16, 20, and 22 of the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York ("HEFPA"), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about Customer's HEFPA protections are available online at <http://www.dps.ny.gov>. An annual notification of Customer's rights under HEFPA will also be provided to Customer by Utility. If subsequent changes in applicable law require Solar Simplified to provide additional information about Customer's HEFPA rights, Solar Simplified shall provide Customer with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).

Customer Confidentiality and Authorization: Customer authorizes Solar Simplified to obtain and review information regarding Customer's payment history, credit history from credit reporting agencies, and the following information from the Utility: utility account number, consumption history, billing determinants, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives.



Solar Simplified and the owner of the Solar Farm may share Customer information, upon receiving any required Customer consent, including but not limited to name, address, phone number, social security number, loan data, and payment activity, including delinquency, with third parties that have a need to know, including but not limited to its financing partners, both current and future, loan administrators, credit reporting agencies, and third parties interested in assuming the responsibilities of Solar Simplified or the Solar Farm to Customers as part of an assignment of Customer's Agreement. Customer's execution of this Agreement shall constitute authorization for the release of this information to, and use of this information by, Solar Simplified and the owner of the Solar Farm. This authorization will remain in effect for a period of six months or the length of the Agreement, whichever is longer. Customer may rescind this authorization at any time by providing written notice thereof to Solar Simplified or calling Solar Simplified at 1-888-420-9831. Solar Simplified reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Privacy: Solar Simplified and the owner of the Solar Farm, in accordance with its Privacy Policy (a copy of which is available at <https://solarsimplified.com/privacy-policy>), will take commercially reasonable steps to protect your information and privacy and to ensure that the third party's activities conform with relevant regulations and requirements. SOLAR SIMPLIFIED AND THE SOLAR FARM OWNER'S ACCESS AND/OR DISCLOSURE OF CUSTOMER'S DATA SHALL BE LIMITED TO INSTANCES WHERE IT IS NECESSARY TO FACILITATE OR MAINTAIN SERVICE TO THE CUSTOMER UNDER THIS AGREEMENT OR REQUIRED BY LEGAL AUTHORITY, provided that Customer agrees that Solar Simplified may from time to time offer Customer energy related products or services either directly or through authorized agents.

Credit: All solar energy offers are subject to credit approval and shall not become a final offer until Solar Simplified has approved the creditworthiness of Customer. Customer represents that there is no bankruptcy, insolvency, reorganization, receivership, administration or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to Solar Simplified at any time during the Term, as determined by Solar Simplified in its commercially reasonable discretion, Solar Simplified may request additional financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including, but not limited to, a parental guaranty, escrow account, bond, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from Solar Simplified, Customer shall have five (5) business days to provide the requested adequate security to Solar Simplified. For the avoidance of doubt, Solar Simplified shall in no circumstances be required to provide security in any other form of adequate assurance to Customer.

Promotions, Referral Program, and Other Incentives: Solar Simplified, at its sole discretion, may make available promotions, rebates, referral programs, and other incentives with different features to any customers or prospective customers. These promotions and programs, unless made to Customer, shall have no bearing whatsoever on this Agreement or Customer's relationship with Solar Simplified. Solar Simplified reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that Solar Simplified determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion or program terms or this Agreement. Solar Simplified reserves the right to terminate, discontinue or cancel any promotions or programs at any time and in its sole discretion without notice to you. Currently, Solar Simplified's referral program provides its customers with incentives to refer friends and family to become new customers of Solar Simplified's Community Solar program in your state (the "Referral Program"). Participation in the Referral Program is subject to this Agreement and the additional Referral Program Terms and Conditions.

Contact Information: In the event of an emergency such as a power failure, downed power line, or other life-threatening emergency, Customer should contact their Electric Distribution Utility or Emergency Services at 911. For all other inquiries, the Customer may contact Solar Simplified at 1-888-420-9831 from 7 a.m. to 6 p.m. CST, except weekends and holidays. Customer shall contact Solar Simplified with any change in Customer's billing address, email address and/or withdrawal of consent for electronic retention of Customer information. If Customer has inquiries or complaints that Solar Simplified is unable to resolve, Customer has the right to call the Department of Public Service Helpline at 1-800-342-3377. Customer may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

Dispute Resolution: The Federal Arbitration Act applies to this Agreement and governs any arbitration between Customer and Solar Simplified. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver". If for any reason a claim proceeds in court, CUSTOMER AND



SOLAR SIMPLIFIED BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to application of its conflicts of laws and principles.

Class Action Waiver: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Customer Eligibility: The following must be true of the Customer to participate. By executing this Agreement, Customer acknowledges that the following statements are true: (1) Customer's service location(s) is within Customer's Utility's service territory in which the Solar Farm is located; (2) Customer's Utility account number for each service location is accurate as provided in the Disclosure Statement; (3) The generation of electricity for wholesale or retail sale is not the primary business of Customer's service location(s); (4) Customer's Production Capacity is at least 1000 Watts; (5) Customer's Solar Allocation will not exceed one hundred (100%) percent of Customer's average annual electricity bill at Customer's service location(s), reduced by any existing on-site renewable generation facilities at such service location(s); and as of the date of this Agreement, Customer is not in arrears in payment of Customer's Utility bills.

Point of Service Location Closure or Relocation: If Customer moves or relocates to a new service location within Solar Simplified's current service territory, Customer should contact Solar Simplified at least ninety (90) calendar days prior in order to reenroll at the new location. Customer acknowledges that a move to a new service location outside the Solar Farm or the Utility service territory means that this Agreement is void, and Customer would need a new Agreement to continue participating in a Community Solar program.

Power of Attorney: Customer hereby irrevocably constitutes and appoints Solar Simplified (and any successor or affiliate of Solar Simplified) as its true and lawful attorney in its name, place and stead for the purpose of entering Customer into direct agreements with the owner of the Solar Farm to the extent necessary to give effect to the transactions contemplated by this Agreement, and further to terminate said agreements and enter into new agreements with the owner of the Solar Farm as necessary.

Third-Party Beneficiaries: Except as set forth herein, Solar Simplified and Customer do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns. The parties hereby designate the owner of the Solar Farm as a third-party beneficiary of this Agreement for the purpose of net metering credit sales to Customers generated at the Solar Farm.

Changes to Agreement: Solar Simplified may modify this Agreement, or change these terms in connection with any renewal of this Agreement, or if there are adverse changes in the laws, rules or market conditions affecting Solar Simplified's ability to perform hereunder, by providing thirty (30) to sixty (60) days prior written notice to Customer of any material changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Solar Simplified is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, at its sole discretion, Solar Simplified shall have the right to cancel this Agreement.

Assignment: Customer may not assign this Agreement without Solar Simplified's prior written consent. Customer hereby acknowledges and consents to Solar Simplified's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Solar Simplified, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Solar Simplified address provided for notices in the Disclosure Statement.

Limitation of Liability: Neither the Customer nor Solar Simplified shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of Utility to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.

Indemnity: To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold harmless Solar Simplified, the owner of the Solar Farm, and their employees, officers, directors, agents, financing partners, affiliates, subcontractors, successor and assigns, from any and all losses, liabilities, damages, claims, actions, costs, judgments, expenses (including reasonable attorneys' fees and expenses), penalties, demands and liens asserted by or resulting from claims, actions, suits, or demands by any third party, of any kind or nature arising out of, connected with, relating to or resulting from Customer's negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Agreement; provided, however, that nothing herein shall require Customer to indemnify Solar Simplified's own negligence or willful misconduct.



Severability Clause: In the event any provision or part of this Agreement is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable. If a provision cannot be modified in a manner that would make it valid, legal, and enforceable, the provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Entire Agreement: This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and may only be amended by a written instrument executed by both Parties. Any attachment, exhibit, or addendum (“Attachment”) executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement as of the effective date of such attachment, exhibit, or addendum. In the event of a conflict between the terms of this Agreement and any attachment, exhibit, or addendum, the terms of any Attachment shall govern. This Agreement is effective only upon Customer’s execution and Solar Simplified’s subsequent execution or performance of this Agreement.

Counterparts; Electronic Approval: This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original. Each Party intends and agrees that, alternatively, this Agreement may be authenticated by affirmation through electronic signature, electronic checkbox, voice recording, or similar authentication, and that any such electronic authentication shall be deemed a binding acceptance of this Agreement having the same force and effect as a manual signature.

Electronic Statement Acceptance: Customer acknowledges and agrees that they may receive the Agreement, Disclosure Statement, notices, and/or all monthly Solar Bills electronically via a web-portal or by e-mail, in which case Solar Simplified shall, in its discretion, not provide paper copies.

**COMMUNITY DISTRIBUTED GENERATION AGREEMENT**
New York - Commercial Customer

This Community Distributed Generation Agreement ("Agreement"), is made and entered into by and between Solar Simplified, LLC of 301 W. Grand Ave., Unit 314, Chicago, IL 60654 ("Solar Simplified") and the customer(s) as provided in the Community Distributed Generation Disclosure Statement ("Customer"). Solar Simplified is a Community Distributed Generation Provider licensed by the New York Public Service Commission and is the marketing, contract administrator, and billing representative/agent for the owner and operator of Solar Farm that sells electricity generated from sunlight as part of NYSEERDA's Community Solar Program. Upon execution of this Agreement, Solar Simplified shall assign this Agreement to the owner and operator of Solar Farm, at which point this Agreement will be between Customer and the owner and operator of Solar Farm. Solar Simplified is designated as the owner and operator of Solar Farm's agent for purposes of this Agreement. Solar Simplified will continue to provide the Services to Customer for the term of this Agreement, as set forth herein.

Service: Customer will receive a number of kilowatt hours of net metering credits produced by a solar farm ("Solar Farm"), which shall be located within Customer's electric distribution utility ("Utility") and be assigned to Customer by Solar Simplified, and allocated to Customer each month by Solar Simplified ("Solar Allocation").

Price: Customer is purchasing Solar Credits, as defined below, arising in connection with solar electricity production at the Solar Farm. Solar Simplified or Utility shall bill Customer monthly for the subscription cost of Solar Credits and shall be billed at a discount rate set forth in the Community Distributed Generation Disclosure Statement ("Disclosure Statement"). Customer's price or discount rate shall not change without obtaining prior consent from or providing notice to Customer, as required by law. Customer remains responsible for paying all Utility bills in full, including all applicable Utility and/or energy supply charges and taxes. Customer understands they are not purchasing or leasing solar panels or solar electricity directly from the Solar Farm.

Guarantees: Solar Simplified guarantees the savings or discount rate offered to Customer in the Disclosure Statement. Solar Simplified and the owner of the Solar Farm make no guarantees of minimum solar electricity production from the Solar Farm which could change as a result of reductions or interruptions in solar production arising from weather and other events outside of Solar Simplified's control. In the event of a decline in production, Solar Simplified shall notify Utility and Customer should expect to see a decline in the Solar Credits on Customer's Utility bill.

Term: The term of the Agreement is for the number of months provided in the Disclosure Statement (the "Initial Term"). Solar Simplified may terminate this Agreement at any time by giving Customer written notice that Solar Simplified will no longer allocate Solar Credits in the event Customer has failed to pay their Solar Simplified bill, Customer ceases to be eligible as specified in the Agreement, or for any other reason allowed by law. At the end of the Initial Term, the term will either automatically renew or will extend for successive terms of one (1) month, subject to Customer's right to terminate the agreement at any time as provided in this Agreement or in the Disclosure Statement.

Right of Rescission: Customer has the right to terminate the Agreement without penalty within three business days after signing the Customer Agreement by notifying Solar Simplified at (888) 420 - 9831 or cs@solarsimplified.com.

Cancellation: Customer may terminate this Agreement at any time, subject to an early termination fee as outlined in the Disclosure Statement, by contacting Solar Simplified by telephone, email, or mail. In the event Solar Simplified terminates the Agreement, it shall notify Customer in writing (where required). Any early termination fee shall be waived if Customer timely notifies Solar Simplified ninety (90) days prior to Customer's termination. In the event Customer or Solar Simplified terminates the Agreement, Customer shall pay for all Solar Credits received from Utility prior to termination. Solar Simplified will notify Utility of Agreement termination as soon as commercially reasonable. Customer acknowledges that Utility may not process Customer's termination for up to ninety (90) days.

Billing and Payment: Solar Simplified shall provide monthly invoices, either through Consolidated Billing or through Dual Billing in accordance with all applicable laws. Under Consolidated Billing, Customer will receive one bill from the Utility, with both Utility and Solar Simplified charges included. Under Dual Billing, Customer will receive a separate bill from Utility and Solar Simplified for each entity's respective charges. Customer shall pay all amounts owed within the terms specified in the Disclosure Statement. Late payments shall incur interest charges, beginning 20 days after the date payment is due, at a rate of interest equal to a per annum rate of 1.5 percent (1.5%) or the maximum allowed under applicable law, whichever is less. The default method of payment shall be through the Automated Clearing House ("ACH") Recurring Payment Authorization attached herein or provided separately at Customer's request. Customer agrees to provide ACH processing details required to process such payments. No processing fee shall be assessed by Solar Simplified when using ACH recurring payments. For credit card payments, Solar Simplified shall assess a processing fee of three percent (3%) of the invoiced amount or the maximum allowed under applicable law, whichever is less.



If Customer fails to pay a bill, or if Customer consents to ACH payments and insufficient funds are present in Customer's bank account, or insufficient credit is available from the credit card provider within 20 days of the date payment is due, Customers shall pay Solar Simplified a late fee on unpaid balances for each calendar month or part thereof in the amount of 1.5% per month on the unpaid balance until the balance is paid in full (or such lower rate as permitted by law). In the case of returned checks or insufficient funds in an ACH or credit card payment, Customer shall pay an additional fine of \$25 (or such lower amount as permitted by law).

Customer may dispute, in good faith and in writing, the correctness of any Solar Bill. In the event that a Solar Bill or portion thereof is disputed, payment of the undisputed portion of the Solar Bill shall be made within normal terms, with notice of the dispute given to Solar Simplified in writing and stating the amount and basis for the dispute. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. Customer must provide Solar Simplified with written notice of any disputed charge(s) within ninety (90) days of an invoice or it will be deemed to have waived its rights to dispute such charge.

Solar Allocation and Credits: Each month, Utility will issue to Customer a dollar value, calculated by Utility, of the Solar Allocation which Utility will deduct from Customer's monthly Utility bills ("Solar Credits"). The value of the Solar Credits shall be determined by Utility, and Customer will either be billed by the Utility, in accordance with its tariff, or by Solar Simplified as net metering kWh bill credits or as monetary bill credits based on the Value Stack, depending on the assigned Solar Farm's billing/demand capabilities and/or equipment characteristics. Each month, Solar Simplified may advise Utility of the amount of Solar Credit production to be allocated to Customer. The total amount of Solar Credits allocated to Customer through a calendar year will be at the discretion of Solar Simplified. After receiving such Solar Credits, Customer will pay Solar Simplified as set forth in the Price section of this Agreement. If the Solar Farm is enrolled in Consolidated Billing, Customer will pay Utility as set forth in the Payment and Billing section of this Agreement. Due to changes in Customer's consumption patterns, the value of Solar Credits may exceed the amount of Customer's Utility bill. In such a case, such Solar Credits will be automatically carried over to succeeding monthly Utility bills and will not expire. Customer is responsible for paying Solar Simplified for any excess or 'carry over' Solar Credits at the time such Solar Credits are allocated to Customer's Utility bill (which may be before the Solar Credits may actually be utilized by Customer). Solar Credits accruing to the owner or operator of the Solar Farm may be banked and allocated to Customer in subsequent months. Customer will pay only for Solar Credits that are allocated to Customer's Utility bills. In the event the Solar Farm produces and sells to Utility less solar electricity than anticipated, Utility will credit proportionately fewer Solar Credits to Customer's bill and the Customer will pay for fewer Solar Credits from Solar Simplified. Under this Agreement, Customer shall only receive Solar Credits and will not be entitled to receive other benefits or incentives, such as renewable energy certificates or credits, tax credits or deductions, depreciation allowance, green tags, carbon offsets, utility incentives or other rebates or incentives of any kind, all of which have been retained by the owner or developer of the Solar Farm or transferred to others in order to finance the construction of the Solar Farm. Customer understands the purchase of Solar Credits under this Agreement shall be treated as a service contract under Section 7701(e) of the Internal Revenue Code.

Customer acknowledges and agrees that prior to a Solar Farm becoming operational, or in the event Solar Simplified determines in its sole discretion that there is insufficient solar electricity production to allocate to Customer, Customer will be placed on a Waiting List and will, as soon as practicable and in Solar Simplified's discretion, be allocated net metering credits from another solar farm that produces sufficient electricity. Solar Simplified will use reasonable commercial efforts to allocate to Customers on a Waiting List net metering credits on a first-come, first-serve basis. Solar Simplified will bear no liability for any delays in construction or operation or for terminating a Solar Farm project for any reason whatsoever.

Solar Farm: The location of the Solar Farm that serves Customer shall be at the sole discretion of Solar Simplified pursuant to Customer's grant of power of attorney to Solar Simplified as set forth *infra* herein. Solar Simplified shall identify the Solar Farm from which electricity is generated for the benefit of Customer. The Solar Farm shall have solar photovoltaic panels that produce and sell electricity located in the State of New York and in a zone that is served by Utility. The size, rated capacity, and power output of each Solar Farm may vary, depending on the number of panels, exposure to sunlight, weather, slope of the land, and other factors. As the electricity production of solar farms changes, Customer understands that the Solar Farm generating credits for Customer may change from time to time. The owner and operator of the Solar Farm will carry appropriate insurance and warranties to ensure that the Solar Farm continues to operate in a commercially acceptable manner. Customer is not responsible for insurance or maintenance of the Solar Farm.

Confidentiality of Agreement: Where permissible by law, both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

Customer Confidentiality and Authorization: Customer authorizes Solar Simplified to obtain and review information regarding Customer's payment history, credit history from credit reporting agencies, and the following information from the Utility: utility account number, consumption history, billing determinants, credit information, public assistance status, existence of medical emergencies, status



as to whether Customer has a medical emergency, is elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives.

Solar Simplified and the owner of the Solar Farm may share Customer information, upon receiving any required Customer consent, including but not limited to name, address, phone number, social security number, loan data, and payment activity, including delinquency, with third parties that have a need to know, including but not limited to its financing partners, both current and future, loan administrators, credit reporting agencies, and third parties interested in assuming the responsibilities of Solar Simplified or the Solar Farm to Customers as part of an assignment of Customer's Agreement. Customer's execution of this Agreement shall constitute authorization for the release of this information to, and use of this information by, Solar Simplified and the owner of the Solar Farm. This authorization will remain in effect for a period of six months or the length of the Agreement, whichever is longer. Customer may rescind this authorization at any time by providing written notice thereof to Solar Simplified or calling Solar Simplified at 1-888-420-9831. Solar Simplified reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Privacy: Solar Simplified and the owner of the Solar Farm, in accordance with its Privacy Policy (a copy of which is available at <https://solarsimplified.com/privacy-policy>), will take commercially reasonable steps to protect Customer's information and privacy and to ensure that the third party's activities conform with relevant regulations and requirements. SOLAR SIMPLIFIED AND THE SOLAR FARM OWNER'S ACCESS AND/OR DISCLOSURE OF CUSTOMER'S DATA SHALL BE LIMITED TO INSTANCES WHERE IT IS NECESSARY TO FACILITATE OR MAINTAIN SERVICE TO THE CUSTOMER UNDER THIS AGREEMENT OR REQUIRED BY LEGAL AUTHORITY, provided that Customer agrees that Solar Simplified may from time to time offer Customer energy related products or services either directly or through authorized agents.

Credit: All solar energy offers are subject to credit approval and shall not become a final offer until Solar Simplified has approved the creditworthiness of Customer. Customer represents that there is no bankruptcy, insolvency, reorganization, receivership, administration or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to Solar Simplified at any time during the Term, as determined by Solar Simplified in its commercially reasonable discretion, Solar Simplified may request additional financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including, but not limited to, a parental guaranty, escrow account, bond, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from Solar Simplified, Customer shall have five (5) business days to provide the requested adequate security to Solar Simplified. For the avoidance of doubt, Solar Simplified shall in no circumstances be required to provide security in any other form of adequate assurance to Customer.

Promotions, Referral Program, and Other Incentives: Solar Simplified, at its sole discretion, may make available promotions, rebates, referral programs, and other incentives with different features to any customers or prospective customers. These promotions and programs, unless made to Customer, shall have no bearing whatsoever on this Agreement or Customer's relationship with Solar Simplified. Solar Simplified reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that Solar Simplified determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion or program terms or this Agreement. Solar Simplified reserves the right to terminate, discontinue or cancel any promotions or programs at any time and in its sole discretion without notice to Customer. Currently, Solar Simplified's referral program provides its customers with incentives to refer friends and family to become new customers of Solar Simplified's Community Solar program in Customer's state (the "Referral Program"). Participation in the Referral Program is subject to this Agreement and the additional Referral Program Terms and Conditions.

Contact Information: In the event of an emergency such as a power failure, downed power line, or other life-threatening emergency, Customer should contact their Electric Distribution Utility or Emergency Services at 911. For all other inquiries, the Customer may contact Solar Simplified at 1-888-420-9831 from 7 a.m. to 6 p.m. CST, except weekends and holidays. Customer shall contact Solar Simplified with any change in Customer's billing address, email address and/or withdrawal of consent for electronic retention of Customer information. If Customer has inquiries or complaints that Solar Simplified is unable to resolve, Customer has the right to call the Department of Public Service Helpline at 1-800-342-3377. Customer may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

Event of Default: A. An "Event of Default" shall mean, with respect to a Party that fails to perform its obligations under this Agreement (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Defaulting Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) the failure to perform any material aspect of any representation or warranty made by such Defaulting Party during any Term, or if any representations or warranty made by such Defaulting Party ceases to remain true during any Term; (c) the failure of such Defaulting Party to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, receivership, administration or other similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the



benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide security or otherwise satisfy the creditworthiness requirements under the “Credit” section of this entity; (f) at the time of any consolidation, amalgamation, merger or transfer of Customer entity, the resulting or surviving Customer entity fails to assume all the obligations of Customer under this Agreement; or (g) Customer’s failure to cooperate with Solar Simplified as reasonably required in order for Solar Simplified to perform its obligations under this Agreement.

B. If an Event of Default occurs with respect to Customer, Solar Simplified (the “Non-Defaulting Party”) may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement and Customer shall pay to Solar Simplified an Early Termination Fee in the amount stated in the Disclosure Statement; or (2) terminate this Agreement by sending written notice to the Defaulting Party providing the termination date for this Agreement (the “Early Termination Notice”) and Customer shall pay to Solar Simplified an Early Termination Fee in the amount stated in the Disclosure Statement. If an Event of Default occurs with respect to Solar Simplified, Customer, as the Non-Defaulting Party may terminate this Agreement by sending a written Early Termination Notice to Solar Simplified, as the Defaulting Party. In each case, Solar Simplified shall calculate the Early Termination Fee in its commercially reasonable discretion and in accordance with the Disclosure Statement. Such calculation shall be included in any Early Termination Notice provided by Solar Simplified or, if the termination date selected by Solar Simplified is after the date of the Early Termination Notice or Customer delivers the Early Termination Notice, Solar Simplified shall provide such calculation to Customer that owes it within five (5) business days after such notice is received. The Parties acknowledge and agree that the Early Termination Fee constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. Each Party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party’s performance or non-performance of this Agreement.

Dispute Resolution: The Federal Arbitration Act applies to this Agreement and governs any arbitration between Customer and Solar Simplified. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver”. If for any reason a claim proceeds in court, CUSTOMER AND SOLAR SIMPLIFIED BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to application of its conflicts of laws and principles.

Class Action Waiver: Any Claim must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Customer Eligibility: The following must be true of the Customer to participate. By executing this Agreement, Customer acknowledges that the following statements are true: (1) Customer’s service location(s) is within Customer’s Utility’s service territory in which the Solar Farm is located; (2) Customer’s Utility account number for each service location is accurate as provided in the Disclosure Statement; (3) The generation of electricity for wholesale or retail sale is not the primary business of Customer’s service location(s); (4) Customer’s Production Capacity is at least 1000 Watts; (5) Customer’s Solar Allocation will not exceed one hundred (100%) percent of Customer’s average annual electricity bill at Customer’s service location(s), reduced by any existing on-site renewable generation facilities at such service location(s); and as of the date of this Agreement, Customer is not in arrears in payment of Customer’s Utility bills.

Point of Service Location Closure or Relocation: If Customer moves or relocates to a new service location within Solar Simplified’s current service territory, Customer should contact Solar Simplified at least ninety (90) calendar days prior in order to reenroll at the new location. Customer acknowledges that a move to a new service location outside the Solar Farm or the Utility service territory means that this Agreement is void, and Customer would need a new Agreement to continue participating in a Community Solar program.



Power of Attorney: Customer hereby irrevocably constitutes and appoints Solar Simplified (and any successor or affiliate of Solar Simplified) as its true and lawful attorney in its name, place and stead for the purpose of entering Customer into direct agreements with the owner of the Solar Farm to the extent necessary to give effect to the transactions contemplated by this Agreement, and further to terminate said agreements and enter into new agreements with the owner of the Solar Farm as necessary.

Changes to Agreement: Solar Simplified may modify this Agreement, or change these terms in connection with any renewal of this Agreement, or if there are adverse changes in the laws, rules or market conditions affecting Solar Simplified's ability to perform hereunder, by providing thirty (30) to sixty (60) days prior written notice to Customer of any material changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Solar Simplified is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, at its sole discretion, Solar Simplified shall have the right to cancel this Agreement.

Assignment: Customer may not assign this Agreement without Solar Simplified's prior written consent. Customer hereby acknowledges and consents to Solar Simplified's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Solar Simplified, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Solar Simplified address provided for notices in the Disclosure Statement.

Warranty, Disclaimer and Limitation of Liability: Neither the Customer nor Solar Simplified shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of Utility to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOLAR SIMPLIFIED'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS MADE BY CUSTOMER TO SOLAR SIMPLIFIED FOR THE SOLAR CREDITS, UNLESS CUSTOMER'S BILLING METHOD IS CONSOLIDATED BILLING, IN WHICH CASE UTILITY SHALL BE RESPONSIBLE TO CUSTOMER. SOLAR SIMPLIFIED AND SOLAR FARM MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING SOLAR FARM AND DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF SOLAR FARM'S SOLAR ELECTRICITY PRODUCTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SOLAR SIMPLIFIED AND SOLAR FARM DO NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION OF SOLAR ELECTRICITY PRODUCTION FROM THE SOLAR FARM, THE SUFFICIENCY OF SOLAR ELECTRICITY PRODUCTION FROM ANY SOLAR FARM, AN ALLOCATION OF SOLAR ELECTRICITY IN THE CASE CUSTOMER IS PLACED ON A WAITING LIST, OR ANY SOLAR CREDITS.

Indemnity: To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold harmless Solar Simplified, the owner of the Solar Farm, and their employees, officers, directors, agents, financing partners, affiliates, subcontractors, successor and assigns, from any and all losses, liabilities, damages, claims, actions, costs, judgments, expenses (including reasonable attorneys' fees and expenses), penalties, demands and liens asserted by or resulting from claims, actions, suits, or demands by any third party, of any kind or nature arising out of, connected with, relating to or resulting from Customer's negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Agreement; provided, however, that nothing herein shall require Customer to indemnify Solar Simplified's own negligence or willful misconduct.

Force Majeure: If Solar Simplified is unable to perform all or some of Solar Simplified's obligations under this Agreement because of a Force Majeure Event, Solar Simplified will be excused from whatever performance is affected by the Force Majeure Event, provided that as soon as reasonably practicable, Solar Simplified provides Customer with notice describing the Force Majeure Event, the suspension of Solar Simplified's obligations is limited to the scope and duration required by the Force Majeure Event and no obligation of Solar Simplified's that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event. "Force Majeure Event" means any event, condition, or circumstance beyond the control of and not caused by Solar Simplified's fault or negligence. It will include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order or action of any governmental authority (provided such order or action has been challenged in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than Solar Simplified, including grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from Solar Simplified's



failure to have exercised reasonable diligence); disease outbreaks and pandemics; and failure of equipment not utilized by Solar Simplified or under Solar Simplified's control.

If Solar Simplified is prevented from performing under this Agreement by reason of Force Majeure for a continuous period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement without liability on either part to the other upon thirty (30) days written notice. In no event shall a Force Majeure Event excuse either party from the payment of money or the performance of its indemnity obligations under this Agreement.

Severability Clause: In the event any provision or part of this Agreement is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable. If a provision cannot be modified in a manner that would make it valid, legal, and enforceable, the provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Entire Agreement: This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and may only be amended by a written instrument executed by both Parties. Any attachment, exhibit, or addendum ("Attachment") executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement as of the effective date of such attachment, exhibit, or addendum. In the event of a conflict between the terms of this Agreement and any attachment, exhibit, or addendum, the terms of any Attachment shall govern. This Agreement is effective only upon Customer's execution and Solar Simplified's subsequent execution or performance of this Agreement.

Counterparts; Electronic Approval: This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original. Each Party intends and agrees that, alternatively, this Agreement may be authenticated by affirmation through electronic signature, electronic checkbox, voice recording, or similar authentication, and that any such electronic authentication shall be deemed a binding acceptance of this Agreement having the same force and effect as a manual signature.

Electronic Statement Acceptance: Customer acknowledges and agrees that they may receive the Agreement, Disclosure Statement, notices, and/or all monthly Solar Bills electronically via a web-portal or by e-mail, in which case Solar Simplified shall, in its discretion, not provide paper copies.

SOLAR SIMPLIFIED REFERRAL PROGRAM Terms and Conditions

1. Terms and Conditions

The Solar Simplified Referral Program (“Program”) offered by Solar Simplified, LLC (“Solar Simplified”) has been created to reward you, our loyal Customers, (“you,” “Customer,” “Referrer,” “Participant”) for recommending us to friends and family who sign on to be Solar Simplified customers (“Participants” or “Referred”) and to also reward your friends and family by offering them a reward for signing up as your referral. The following Solar Simplified Referral Program Terms and Conditions (“Program Terms and Conditions”) contain important information about our program, so please read them carefully. These Program Terms and Conditions are a binding agreement between you and Solar Simplified and will govern your participation in any and all Program offers. By participating in the Program, you agree to the Site [Terms and Conditions](#) and the Site [Privacy Policy](#). You are not authorized to participate in the Program, if you do not agree to these Program Terms and Conditions in their entirety.

Solar Simplified reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. Participation in the Program is considered acceptance of Program Terms and Conditions and any modifications which might be made. Solar Simplified may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. Solar Simplified also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program.

2. How the Program Works

Referral Codes or Invitations. You may invite your family and friends to become new Customers directly through the Solar Simplified site by entering or providing Solar Simplified with your invitee’s contact information (all information collected by Solar Simplified under the Referral Program shall be governed by Solar Simplified’s Privacy Policy). Inviting an individual through the Solar Simplified site may generate an automatic invitation text (SMS) or email (the “Invitation”) to the person which may be sent through your phone number or a number controlled by Solar Simplified or through your email or an email controlled by Solar Simplified. The Invitation may contain a promotional offer of Solar Simplified credit or a gift card to a new Customer. You represent that you have the necessary consent from your invitee to send them the Invitation (either directly or through the Solar Simplified site or its official social media pages). You may also invite eligible individuals to become new Customers by distributing your unique Referral Code directly and instructing them to manually input your Referral Code during the sign-up process. If your invitee does not enter your Referral Code during the sign-up process or fails to follow the Referral Program link in your Invitation, you will not receive attribution for the referral and your invitee will not be considered referred.

Qualified Referrals. A Qualified Referral occurs when:

- i. The Referrer, a current customer of Solar Simplified, clicks the Program link on the Solar Simplified site, or on any other valid platform, e.g. official Solar Simplified social media pages, and shares a Referral Program Link through email, text (SMS), Facebook, or Twitter with a person, the Referred;
- ii. The Referred signed up with Solar Simplified by clicking the Referral Program link shared by the Referrer in the Invitation or by manually inputting the Referrer's Referral Code during the sign-up process; and
- iii. After the Referred customer account has been accepted by the Utility, the Referred has received Solar Simplified's services for one month or billing period, and the Referred has paid their first invoice from Solar Simplified, the Referrer and Referred will receive a referral reward or incentive ("Referral Reward").

Eligibility. To be eligible for participation in the Program, the Referrer must be a current Customer of Solar Simplified. Both the Referrer and the Referred must be at least 18 years of age. The Referred must be a new, first-time Solar Simplified Customer. The Referred must remain signed up for Solar Simplified’s services for at least one month and remain in good standing, specifically with respect to bill payments owed to Solar Simplified. Solar Simplified reserves the right to find ineligible any Participant in the Program at its sole discretion. You are eligible to earn a Referral Reward for each Qualified Referral (subject to the other terms in these Program Terms and Conditions).

Reward Conditions. Referral Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to the Participant. Participants are solely responsible for reporting such items on their tax returns and paying any associated tax liability.

Only one person can earn a Referral Reward for a single Referred customer or Utility account. In the event that multiple persons claim credit for a particular referral, Solar Simplified has full discretion to determine which person earned such referral according to Solar Simplified's systems. Referrers cannot earn Referral Rewards for referring themselves, even if the Referrer is referring another qualifying service address or Utility account in which the Referrer is the account holder or an authorized decision maker. Referrers cannot earn Referral Rewards for referring any persons that sign up using the same service address or Utility account that the Referrer signed up.

The type and amount of the Referral Reward you are eligible to receive and the manner in which it may be received may depend on (i) the state or Utility territory associated with your Solar Simplified account (ii) the state or Utility associated with the Referred customer's Solar Simplified account, or (iii) other factors as determined and communicated by Solar Simplified.

Conduct. Participants in the Program must comply with all up-to-date "SPAM" laws. Any distribution of your referral link that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from Solar Simplified's Referral Program. Solar Simplified reserves the right, at its sole discretion, to prohibit any Customer from participating in any aspect of the Program if Solar Simplified deems or suspects that such Customer has engaged in or has attempted to engage in any of the following:

- a) acting in violation of these Program Terms and Conditions;
- b) damaging, tampering with or corrupting the operation of the Program or Site;
- c) acting with intent to annoy, harass, or abuse any other person;
- d) any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or
- e) activity deemed in the sole discretion of Solar Simplified to be generally inconsistent with the intended operation of the Program.

Solar Simplified shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Program Terms and Conditions or intent of these Program Terms and Conditions.

3. Liability

Binding Effects. By participating in the Program, you agree to and are bound by the Program Terms and Conditions. If you do not wish to agree to and abide by the Program Terms and Conditions in their entirety, you are not authorized to participate in the Program.

Termination. Solar Simplified may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Program or Program Terms and Conditions at any time, without notice. Solar Simplified may, in its sole and absolute discretion, terminate or suspend any Customer's participation in the Program for breach of these Program Terms and Conditions or taking any actions that are inconsistent with the intent of these Program Terms and Conditions.

Release. By participating in the Program, Participants release Solar Simplified, its parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost, or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or the use of any Program rewards.

Indemnification. Participants agree to indemnify, defend, and hold Solar Simplified and its representatives and agents harmless from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the participant of any of these Program Terms and Conditions or any violation by Participant of applicable law.

4. Disclaimer

Computer System. Solar Simplified disclaims any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with the Program, and reserve the right, in Solar Simplified's sole discretion, to cancel, modify, or suspend the Program should a virus, bug, computer problem, unauthorized intervention, or other causes beyond Solar Simplified's control, corrupt the administration, security, or proper play of the Program.

Force Majeure. Solar Simplified shall not be liable to any Participant for failure to supply any credit or any part thereof, by reason of any acts of God, any action(s) or regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, threatened terrorist attacks, terrorist acts, air raid, blackout, earthquake, tornado, war, unusually severe weather, disease outbreak, epidemic, or pandemic, explosion, labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, or any other similar or dissimilar cause beyond any of the Released Parties' control.

Reserved Right. Solar Simplified reserves the right to cancel or suspend the Program should it determine, in its sole discretion, that the administration, security, or fairness of the Program has been compromised in any way.

Disclaimer of Warranties: CUSTOMERS AND PROSPECTIVE CUSTOMERS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, PROMISES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED PROMISES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) SOLAR SIMPLIFIED MAKES AND GIVES NO PROMISE THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

5. Other Terms

General Terms. These Program Terms and Conditions constitute the entire agreement between Participants and Solar Simplified concerning Participants' use of the Program. The failure of Solar Simplified to exercise or enforce any right or provision of these Program Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Program Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Program Terms and Conditions remain in full force and effect. The section titles in these Program Terms and Conditions are for convenience only and have no legal or contractual effect. A person who is not a party to these Program Terms and Conditions shall have no right to enforce or receive the benefit of any of these Program Terms and Conditions. The terms and conditions applicable to Customers' use of Solar Simplified's services can be found at <https://solarsimplified.com/solar/terms-of-use>