



## COMMUNITY SOLAR AGREEMENT Illinois Customer

This Community Solar 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 Disclosure Statement ("Customer"). Solar Simplified is a Community Solar Subcontractor and Designee licensed by the Illinois Power Agency and is the marketing, contract administrator, and billing representative/agent for solar farms that sell electricity generated from sunlight as part of the Adjustable Block Program and Illinois Solar For All Program community solar projects.

**Service:** Customer will receive a number of kilowatt hours of solar electricity produced by a solar farm ("Solar Farm"), as assigned by Solar Simplified and shall be located within Customer's electric distribution utility's ("Utility") service area, and allocated to Customer each month by Solar Simplified as a percentage of the excess kilowatts produced at and not consumed by the Solar Farm ("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 Disclosure Statement ("Disclosure Statement"). Customer's price or discount rate shall not change without obtaining prior consent or providing notice, as required by law. Customer remains responsible for paying all Utility bills in full, including the Basic Service Charge, Generation Charge, Transmission and Distribution Charges, and all applicable 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 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 Solar Farm's control. In the event of a decline in production, the Solar Farm shall notify Utility and Customer should expect to see a decline in the Utility Solar Credits on Customer's Utility bill.

**Term:** The term of the Agreement is for the number of months provided in the Disclosure Statement. Solar Simplified may terminate Agreement at any time without 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. 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 calendar days after signing the Customer Agreement by notifying Solar Simplified at (888) 420 - 9831 or [cs@solarsimplified.com](mailto: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). Customer's 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 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 at its discretion and in accordance with all applicable laws. Customer shall pay all amounts owed within the terms specified in the Disclosure Statement. Late payments shall incur interest charges, beginning 7 days after the date payment is due, at a rate of interest equal to a per annum rate of 5 percent (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 7 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 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 be billed by the Utility, in accordance with its net metering tariff, as kWh bill credits or as monetary bill credits in accordance with Public Act 99-0906, depending on the assigned Solar Farm's billing/demand capabilities and/or equipment characteristics. Each month, the Solar Farm will 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 or the Solar Farm. After receiving such Solar Credits, Customer will pay Solar Simplified as set forth in the Price 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 Utility, bill and the Customer will pay for fewer Solar Credits from Solar Simplified.

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 solar electricity from another solar farm that produces sufficient electricity. Solar Simplified will use reasonable commercial efforts to allocate to Customers on a Waiting List solar electricity accruing Solar 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 on Customer's monthly Solar Bill. The Solar Farm shall have solar photovoltaic panels that produce and sell electricity located in the State of Illinois 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 as Solar Farm will arrange for the long-term maintenance of the community solar project and shall bear the risk of loss, damage, theft, or destruction of the community solar project during the Term. Solar Simplified or Solar Farm will notify Customer in accordance with the provision titled "Electronic Statement Acceptance" if the community solar project is out of service for more than three (3) business days, including notice of the estimated duration of the outage and the estimated production that will be lost due to the outage.

**Ownership and Environmental Attributes:** 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 or other environmental credits, grants, or subsidies, tax credits or deductions, depreciation allowance, green tags, carbon offset credits, utility incentives or other rebates or incentives of any kind related to the community solar project or its output, and any other benefits or profits of owning the community solar project (including capital appreciation), both presently and in the future, 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 shall not have the option to buy any equipment of the community solar project at any time during or at the end of the Term. This section shall survive Agreement termination.

**Solar For All (Low-Income) Customers:** This provision applies only to Illinois Solar For All customers only. Customer understands (i) there is a standard annual production degradation rate of 0.5; (ii), there is an annual energy price escalation rate of up to 1.7%; (iii) the annual customer payment rate escalation cannot exceed the energy escalation rate used; and (iv) the first-year net metering value used in the savings calculations may be based on either (a) an average statewide supply rate of \$0.06 per kWh or (b) an average of the customer's 12 most recent monthly utility bills. Customer is not required to provide an upfront payment prior to energization.

**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, tax status and eligibility for economic development or other incentives. Solar Simplified and 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 Solar Simplified. 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 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 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'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 contact the Illinois Solar For All Program Administrator at 1-888-970-4732 or [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or contact the Illinois Adjustable Block Program/Illinois Shines Program Administrator at 1-877-708-3456 or [complaints@illinoisABP.com](mailto:complaints@illinoisABP.com). Customer may visit [www.illinoisSFA.com](http://www.illinoisSFA.com) or [www.illinoisABP.com](http://www.illinoisABP.com) for additional information.

**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.



**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.

**Governing Law:** This Agreement shall be construed under and shall be governed by the laws of the State of Illinois without regard to application of its conflicts of laws and principles.

**Customer Eligibility:** The following must be true of the Customer to participate. By executing this Agreement Customer acknowledges the following statements to be 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) Neither Customer's Production Capacity nor the RECs associated with Customer's Production Capacity are more than forty (40%) percent of the nameplate capacity of the Solar Farm. Customer's Production Capacity is at least 200 Watts; and (5) Customer's Solar Energy will supply not more than 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).

**Point of Service Location Closure or Relocation:** If Customer moves or relocates to a new premise 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 premise outside the Solar Farm 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) its true and lawful attorney in its name, place and stead for the purpose of entering Customer into direct agreements with 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 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 Solar Farm as a third-party beneficiary of this Agreement for the purpose of Community Solar Subscription 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 for 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 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. There are no third-party beneficiaries to this Agreement.

**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.

**Representations and Warranties:** CUSTOMER UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE COMMUNITY SOLAR PROJECT, THE VALUE OF THE BILL CREDITS, OR ANY NET SAVINGS REALIZED BY THIS AGREEMENT. Solar Simplified and Solar Farm make no representations or warranties concerning the tax implications of any bill credits provided to Customer.



**Indemnity:** To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold harmless Solar Simplified, 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.

## 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.

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