

**ICON ENERGY, LLC d/b/a SOURCE POWER COMPANY  
NEW YORK COMMUNITY SOLAR – GUARANTEED SAVINGS PROGRAM  
RESIDENTIAL ELECTRICITY SUPPLY – FIRST MONTH FREE  
CUSTOMER DISCLOSURE STATEMENT**

<b>Price</b>	Variable Price. First month’s rate will be <RATE> per kWh
<b>Price Structure</b>	<b>This is a Guaranteed Savings Variable Price Contract.</b> The electric supply rate includes generation charges but does not include any utility distribution charges or other utility fee or charges. The applicable taxes will be added to the rates herein. See Section 4 – Pricing, Billing and Termination for more information. The Customer’s per kWh rate for electricity supply will vary and may be higher than the utility’s price to compare in any given month; however, after the application of the Community Solar Net Metering Credit, we anticipate that the Customer’s total electricity supply cost each month will be equal to or lower than the Customer’s total electricity supply cost for the month at the utility’s rate for energy supply without any Community Solar Net Metering Credit. <b>Your charges for electric supply service will be less than the price you would pay if you were a full-service customer of the Local Distribution Utility on an annual basis, or with greater frequency, at the Company’s discretion.</b>
<b>Length of Agreement and End Date</b>	The Term of this Agreement is <u>  12  </u> Billing Cycles, starting with the first month that you receive service from Source Power. For more details See Section 2 – Term.
<b>Process Customer may use to rescind their agreement without penalty</b>	Customer may rescind this Agreement with no termination fee by calling Source Power at (833) 227-2660 within three business days of executing this agreement (if executed in person) or within three business days of receipt of confirmation (if enrolled online).
<b>Amount of Early Termination Fee and method of calculation</b>	There is no early termination fee for this Agreement. Prior to the operation of the Customer’s Community Solar Project, if a Customer terminates the Agreement, the per kWh hour rate for the Customer’s last billing cycle with Source Power shall be adjusted such that the total Source Power charges for electricity supply during the length of the Customer’s enrollment shall equal what the Customer’s total charges for electricity supply would have been had the Customer received utility default supply service during the period of Customer’s enrollment with Source Power.
<b>Late Payment Fee and Method of Calculation</b>	Interest in the amount of 1.5% per month on overdue balances
<b>Provisions for Renewal of the Agreement</b>	After Initial Term, unless otherwise agreed to, renews on a month-to-month basis under the same terms and conditions until terminated by either party. For more details see Section 2 – Term.
<b>Conditions under which savings are guaranteed</b>	Savings are guaranteed against your utility’s cost of electric supply when you enter into agreements with Source Power Company for both electric supply and Community Solar.
<b>Promotional Terms</b>	First month of electric supply service is free. Any charges for electric supply you incur in the first month of service will be credited back to you either on the bill you will receive from the utility for your second month of service or if not supported by the utility then you will receive a check from Source Power.  Source Power Community Solar Program. Source Power will enroll the Customer in an approved New York Community Solar Project (“Project”). Customer will not be responsible for any subscription charges for enrollment in the Project. Once the Project becomes operational, Customer will receive a credit on Customer’s electricity bill to reflect a percentage share of the total net metering credit generated by the Project during the applicable utility billing cycle, after adjustment for Source Power’s subscription and administration costs for the Project.

**New York State Public Service Commission**  
**Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights**

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - price and all variable charges or fees;
  - length of the agreement;
  - terms for renewal of the agreement;
  - cancellation process and any early termination fees, which are limited by law; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: [www.AskPSC.com](http://www.AskPSC.com)

**ICON ENERGY, LLC d/b/a SOURCE POWER COMPANY  
COMMUNITY SOLAR – GUARANTEED SAVINGS VARIABLE PRICE PRODUCT  
ELECTRICITY SUPPLY AGREEMENT - TERMS & CONDITIONS**

- 1. Agreement for Energy Supply and Enrollment in Community Solar Project.** This is an agreement between IconEnergy, LLC d/b/a Source Power Company, LLC (“Source Power”), an independent energy services company, and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Source Power for electricity supply, and authorize Source Power to enroll the customer in an approved Community Solar Project (the “Agreement”). Subject to the terms and conditions of this Agreement, Source Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Source Power, necessary to meet Customer’s requirements based upon consumption data obtained by Source Power or the delivery schedule of the Local Distribution Utility (the “LDC”). Source Power is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Source Power or the LDC’s delivery schedule. The LDC will continue to deliver the electricity supplied by Source Power.
- 2. Term.** The Term is as set forth on the Customer Disclosure Statement. The Term shall commence as of the date of the first meter reading following when the change of Customer’s provider to Source Power is deemed effective by the LDC, and shall continue for the period designated in the Customer Disclosure Statement. The Term for the initial period is referred to as the “Initial Term”. Unless otherwise agreed to, upon completion of the Initial Term this Agreement will renew on a month-to-month basis under the same terms and conditions guaranteeing savings (the “Renewal Term”). At least 30 days and no more than 60 days prior to the renewal date, Source Power will notify Customer in writing of the terms of renewal of this Agreement and of the Customer’s right to renew, reject or renegotiate this Agreement. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Source Power may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.
- 3. Right of Rescission.** Customer may rescind this Agreement with no termination fee by calling Source Power at (833) 227-2660 within three business days of executing this agreement (if executed in person) or within three business days of receipt of confirmation (if enrolled online).
- 4. Pricing, Billing, and Termination. This is a Guaranteed Savings Variable Price Contract.** Prior to the operation of the Customer’s Community Solar Project and for any timeframe the Community Solar Project is not operational, any charges the Customer incurs for electric supply service, the per kWh rate for electricity supply will be a variable rate lower than the utility’s price to compare for electricity supply for the applicable billing period. After the Customer’s Community Solar Project becomes operational, the Customer’s per kWh rate for electricity supply will vary and may be higher than the utility’s price to compare; however, after the application of the Community Solar Net Metering Credit, the Customer’s total energy cost each month will be equal to or lower than the Customer’s total energy cost for the month at the utility’s rate for energy supply without any Community Solar Credit. The applicable taxes will be added to the rates herein. For the avoidance of doubt, the guaranteed savings variable rate product guarantees savings in relation to what the customer would have paid as a full-service customer of the LDC on an annual basis, or with greater frequency, and provide a credit or refund if necessary.

If there is a material adverse change in the business or financial condition of Customer (as determined by Source Power at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Source Power may terminate this Agreement upon 15 days’ written notice to Customer. There is no early termination fee for this Agreement. Prior to the operation of the Customer’s Community Solar Project, if a Customer terminates the Agreement, the per kWh hour rate for the Customer’s last billing cycle with Source Power shall be adjusted such that the total Source Power charges for electricity supply during the length of the Customer’s enrollment shall equal what the Customer’s total charges for electricity supply would have been had the Customer received utility default supply service during the period of Customer’s enrollment with Source Power.

The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. Customer will receive a single bill for both electricity supply and delivery costs from the LDC. Source Power may assign and sell Customer accounts receivable to the LDC. Failure by a customer to make full payment of Source Power charges due on any consolidated bill prepared by the LDC for Source Power will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to residential customers. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees. A \$30 fee will be charged for all returned payments.

- 5. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Source Power. Source Power may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement, either in its entirety, or the energy supply or the Community Solar Enrollment Addendum separately, to another energy supplier, energy services company or other entity as authorized by the DPS, under the same aggregate terms and conditions as the original agreement. If Source Power assigns the Community Solar Enrollment Addendum to a third party, this Agreement shall continue in full force and effect between Source Power and Customer, and Source Power shall continue to have the obligation to provide guaranteed savings as described in Paragraph 4 of this

**6. Information Release Authorization.** Customer authorizes Source Power to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, 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. This information may be used by Source Power to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Source Power. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Source Power or by calling Source Power at 1.833.227.2660. Source Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**7. Customer Protections.** The services provided by Source Power to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA for residential customers). Source Power will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Source Power at 1.833.227-2660 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

**8. Final Bill.** Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the LDC or another ESCO for supply service. Customer is liable for all Source Power charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be tried up subsequent to the final meter reading.

**9. Agency-Electric:** Customer hereby designates Source Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Source Power and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Source Power as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the NYISO Source Power load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

**10. Title.** Customer and Source Power agree that title to, control of, and risk of loss to the electricity supplied by Source Power under this Agreement will transfer from Source Power to Customer at the Delivery Point(s).

**11. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Source Power. Source Power makes no representations or warranties other than those expressly set forth in this Agreement, and Source Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**12. Force Majeure.** Certain causes and events out of the control of Source Power ("Force Majeure Events") may result in interruptions in service and interruptions in Source Power's ability to provide guaranteed savings. Source Power will make commercially reasonable efforts to provide electricity and the guaranteed savings set forth hereunder, but Source Power does not guarantee a continuous supply of electricity to Customer or savings as a result of a Force Majeure Event. Source Power will not be liable for any such interruptions or loss of savings caused by a Force Majeure Event, and Source Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Source Power's control.

**13. Liability.** The remedy in any claim or suit by Customer against Source Power will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Source Power or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**14. Source Power Contact Information.** Customer may contact Source Power's Customer Service Center at 1-833-227-2660, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Source Power at:

**15. Arbitration.** ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW YORK OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

**16. Choice of Laws.** Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

**17. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Source Power's net income, shall be paid by Customer, and Customer agrees to indemnify Source Power and hold Source Power harmless from and against any and all such taxes.

**18. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, LDC, EDC, pipeline, NYISO agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Seller's costs ("Change in Practice"), Seller shall have the right to pass on such additional costs and/ or modify this Agreement to reflect such change.

- Residential & Small Commercial Customers: Seller shall first obtain affirmative consent from residential and small commercial customers prior to passing on any additional costs and/or modifying this Agreement.
- Large Commercial Customers: The Company shall provide written notice of such modification to the Customer as required by local law.

If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby Seller is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, or if Seller is unable to economically continue this Agreement, Seller shall have the right to cancel this Agreement on 15 days' notice to Customer.

**19. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1-800-642-4272; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714

**20. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**21. Forward Contract.** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Source Power is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Source Power under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Source Power, is responsible for responding to service problems or emergencies should they occur.

**22. Signatory Affirmation.** Signor affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Supplier to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to Source Power.

**23. Telephone Communication.** You agree that by accepting this Agreement and providing to Source Power, its affiliates and/or

assigns, your phone number, which can include a landline and or/mobile number, Source Power, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information.

24. **Enrollment in Community Solar Project.** By entering into this Agreement, Customer is authorizing Source Power to enroll Customer in an approved Community Solar Project in accordance with the rules of the NYPSC, NYSEDA, and the LDC. Customer's enrollment in a Community Solar Project shall remain in place for the duration of this Agreement. If Customer terminates enrollment in the Community Solar Project, this Agreement will terminate immediately. See the attached Community Solar Enrollment Addendum to this Agreement (which is incorporated into this Agreement) for additional details.

25. **Enrollment Authorization.** You represent and warrant that you are the authorized representative for the account(s) covered by this Agreement. To the extent permitted by local law, you authorize Source Power Company to act as your special agent with the power to: (i) communicate directly with the utility on your behalf; (ii) instruct the utility to remove a block from your utility account; and (iii) enroll your account with the Company for electric supply service. You understand and acknowledge that any such switching will occur automatically without your additional consent. Source Power Company may share with utility companies, regulators, or other parties this Agreement to demonstrate proof of such authorization.

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth below.

Icon Energy, LLC d/b/a/ Source Power Company, LLC

{CUSTOMER NAME}

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Name:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

In the case of telephonic or electronic enrollment, execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

COMMUNITY SOLAR ENROLLMENT ADDENDUM

SUMMARY OF TERMS

Upfront Cost	\$0
On-site Installation	None
Term	1-year, automatic renewal

GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This agreement (“Subscription Agreement”) is entered into by and between Icon Energy LLC dba Source Power Company (“Provider”) and you (“You” or the “Customer”) (each individually, a “Party,” and collectively, the “Parties”). By entering into this Subscription Agreement, You agree to the terms and conditions set forth herein.

**Source Power:** Provider (or its designee) will operate and maintain a solar photovoltaic installation (a “System”), deliver the energy generated by the System to the regulated electric utility in your coverage area (the “Electric Utility”), and instruct the Electric Utility to allocate a portion of any electricity and associated Value of Distributed Energy Resource bill credits (“Bill Credits”) generated from the System to You. These Bill Credits will be applied to your electric account by your utility each month to offset the electricity charges that appear on your bill.

**Customer:** Provider will allocate Bill Credits to Your accounts each month, as described in Section 2 and Section 3 of this Subscription Agreement.

**Relationship to Community Solar – Guaranteed Savings Variable Price Product Electricity Supply Agreement (“ESA”):** This Subscription Agreement is an addendum to the ESA and is intended to provide the terms and conditions upon which Provider will allocate Bill Credits to Customer. As noted in Section 11 of this Subscription Agreement (Transfer; Assignment), Provider may choose to assign this Subscription Agreement to a System Operator (as defined in Section 5 of this Subscription Agreement). Upon any such assignment, (i) this Subscription Agreement shall be considered a separate agreement from the ESA, (ii) the terms of this Subscription Agreement shall fully govern the relationship between the System Operator and the Customer in all respects as it relates to the purchase and sale of Bill Credits and their application to Customer’s utility account, and (iii) the ESA will continue to govern the terms of Provider’s sale of electricity supply to Customer. In addition, following any such assignment, the assignee shall have no rights to enforce or obtain the benefits of the ESA, and Provider shall have no rights to enforce or obtain the benefits of this Subscription Agreement, except as may otherwise be set forth in any separate agreements by and between Provider and assignee. Until an assignment of this Subscription Agreement occurs as described in Section 11, the terms of the ESA shall govern if there is any disagreement between the ESA and this Subscription Agreement.

2. **APPLICATION OF BILL CREDITS; GUARANTEED SAVINGS.**

(a) **Bill Credits.** The total value of the Bill Credits applied to Your accounts will be determined by the Electric Utility and reflected on Your electric bill. The Electric Utility is solely responsible for calculating the value of the Bill Credits to apply to Your account in accordance with the rate structures established by the New York Department of Public Service and the Electric Utility’s tariff, rules, and requirements (collectively, the “Tariff”), or applicable law, and shall be conclusive.

(b) **Guaranteed Savings.** In order to qualify for guaranteed savings, you must both: (i) enter into the ESA for electricity supply; and (ii) enter into this Subscription Agreement to participate in a community distributed generation (“CDG”) program (as described below). Your per kWh rate for electricity supply from Provider will vary and may be higher than the utility’s per kWh rate for electricity supply in any given month; however, after Bill Credits have been applied to Your account, your total electricity supply cost each month will be equal to or lower than what You would have paid the Electric Utility for electricity supply in that month.

3. **PROGRAM MECHANICS.**

(a) Through this Subscription Agreement You will participate in a CDG program established by the State of New York (the “Program”). The Program enables You to receive Bill Credits on Your electric bill for energy delivered by a solar energy facility to the Electric Utility, as follows:

(i) Based on Your historical electricity usage, Provider will allocate a portion of the System’s electricity output (“Percentage Allocation”) to any or all account(s) with the Electric Utility that are owned by You, eligible under the Program, and associated with a service address (the “Service Address”) in the Electric Utility’s service territory (any such account, “Your Electric Utility Account”), and Provider will inform the Electric Utility of the Percentage Allocation.

(ii) Each month, the Electric Utility will apply any Bill Credits arising from electricity generated by the System under the Program to Your Electric Utility Account bill as instructed by Provider and in accordance with the rate structures established by the New York Department of Public Service and the Tariff, based on the total energy generation of the System (in kWh), and Your Percentage Allocation.

(iii) The Bill Credits applied will reduce the electricity charges on your utility bill so that your total electricity charges each month that you participate in the Program under this Subscription Agreement will be less than what you would have paid had you purchased electricity from your local utility and did not participate in the Program. As long as Customer remains enrolled with Provider for electricity supply, there is no separate charge to Customer for the Bill Credits. If Customer terminates the ESA, the provisions of Paragraph 5 below will govern the Customer’s purchase and sale of Bill Credits from the System.

(b) **Reporting.** Provider will make available to You a report each month and once each year setting forth the total amount of Bill Credits You have received (in both dollars and kWh).

(c) **Adjustments.** You agree that Provider may (in its sole discretion) modify the Percentage Allocation to (i) comply with the rules governing the Program, the Tariff, or applicable law or (ii) maximize allocations of Bill Credits to You, subject to available System capacity and the requirements of the System’s other Customers. You further agree that Provider may allocate any excess Bill Credits accumulated by the System (“Excess Bill Credits”) to You, subject to the rules governing the Program, the Tariff, and applicable law.

4. **EFFECTIVE DATE; TERM; RENEWAL.**

(a) **Effective Date.** This Subscription Agreement becomes effective on the date that it is signed or otherwise authenticated by You (the “Effective Date”).

(b) Service Term. The initial service term shall commence on the first day of the first month for which the Electric Utility has applied a Bill Credit to Your Electric Utility Account (the "Service Term Start Date"). Until the Service Term Start Date, the Customer shall receive energy supply under the ESA, but will not receive Bill Credits. The initial service term shall expire on the first (1<sup>st</sup>) anniversary of the Service Term Start Date (the "Initial Service Term" and together with any Renewal Term, the "Service Term").

(c) Renewal. Unless terminated by either party prior to the end of the Initial Service Term, this Subscription Agreement shall automatically renew, and the Service Term shall automatically renew on a month to month basis (the "Renewal Term") until the earlier of (i) a termination by You or Provider in writing to the other Party at least thirty (30) days in advance of the last day of the Service Term and (ii) the thirtieth (30th) anniversary of the Service Term Start Date.

## **5. ALTERNATIVE PROGRAM MECHANICS UNDER CERTAIN CONDITIONS.**

If for any reason Customer no longer receives electricity supply service from under the ESA during the Initial Term or any Renewal Term, Customer acknowledges that Customer may remain enrolled in the Program and will still realize savings, but will be responsible for compensating the operator of the System ("System Operator") directly for any Bill Credits applied to Customer's Electric Utility Account. Such compensation shall be equal to [90%] of the total value of the Bill Credits applied to Customer's accounts. By way of example, if the total value of Bill Credits applied to Customer's accounts to reduce Customer's electricity charges in a given month is \$100, the Customer will owe the System Operator \$90 for that month. The System Operator will send Customer an invoice. Customer may pay the amount due by authorizing an automatic payment from Your checking account or credit card, or by check. Any amount owed by Customer to the System Operator under this Alternative Mechanism that is not paid within twenty (20) days of the due date set forth on the applicable invoice will accrue interest annually at eight percent (8%) (or the maximum rate permitted under applicable law, if less). If Customer authorizes an automatic payment method pursuant to this Section 5, You agree that the late fees described in this Section 5 may be assessed automatically via electronic fund transfer from Customer's designated account.

## **6. TAXES.**

(a) Federal Tax Matters. Customer and Provider agree that (i) the purchase and sale of the services described in this Subscription Agreement (the "Services") shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by this Subscription Agreement shall not grant Customer with any right, title, interest, benefit, burden, or option that would result in this Subscription Agreement being treated as other than a service contract under Internal Revenue Code Section 7701(e).

(b) State Tax Matters. Except as otherwise provided in the Subscription Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Subscription Agreement, other than taxes based on Provider's net income, shall be paid by Customer, and Customer agrees to indemnify Provider and hold Provider harmless from and against any and all such taxes.

## **7. SERVICE TERM REQUIREMENTS AND ELIGIBILITY.**

(a) Service Term Requirements. The obligation of Provider to initiate the Service Term is subject to the satisfaction of the following conditions, and Provider may terminate this Subscription Agreement if any of the following conditions are not satisfied:

(i) Customer meets the following Program criteria (the "Eligibility Criteria"), and any other criteria under the Program or applicable law: (A) Your Electric Utility Account is owned by You and is associated with the Service Address; (B) the Service Address is located within the same NYISO Zone as the System; (C) the sum of the actual or anticipated kWhs of energy associated with Customer's Percentage Allocation for Your Electric Utility Account shall amount to at least one thousand (1,000) kWhs annually; (D) the sum of the actual or anticipated kWhs of energy associated with Customer's Percentage Allocation for Your Electric Utility Account shall not exceed the Customer's historic annual kWh usage for such account (or forecasted usage if annual historic data is not available); and (E) neither Customer nor Your Electric Utility Account is a net metered customer-generator, a remote net metered host or satellite account, a community distributed generation host or satellite account (other than as contemplated by this Subscription Agreement), or taking standby service under the applicable tariff of the Electric Utility.

(ii) The System is commercially viable, as determined by Provider in its sole discretion, including through evaluation and confirmation of the development of the System, the availability of anticipated incentives, rebates, tax credits or deductions, or other benefits, and any changes to the Program or applicable law;

(iii) The representations made by You in Section 9(b) are true and complete;

(iv) This Subscription Agreement has been approved by Provider's financing partners; and

(v) Customer meets Provider's credit criteria, as determined by Provider in its sole discretion.

(b) Creditworthiness. In connection with the foregoing, You authorize Provider to obtain and review information regarding Customer's credit history from credit reporting agencies and to share Your credit information with Provider's financing partners to determine Your satisfaction of applicable credit criteria.

(c) Customer Authorization. You authorize Provider to obtain Your Electric Utility Account number, historical electricity consumption data, current and historical electricity rate data, and other energy-related data (the "Utility Data") from the Electric Utility. This authorization shall be valid from the Effective Date, through the Service Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Subscription Agreement. You agree to update this information upon request if Your electricity usage changes.

(d) Use of Customer's Data. You authorize Provider to provide the Electric Utility with the following information: Your name, Your Electric Utility Account, Your mailing address, the Service Address, and Your Percentage Allocation (together with the Utility Data, collectively "Customer's Data"). You also authorize Provider to use these data and other data collected to make other business offers to You, subject to the requirements of applicable law.

## **8. SYSTEM OWNERSHIP AND ATTRIBUTES.**

(a) System Ownership. You understand and agree that this Subscription Agreement is for the Services and is not a contract to sell or lease the System to You or a contract to sell energy to You. Provider (or its designee) owns the System and the energy produced by it for all purposes.

(b) System Attributes. You understand and agree that, subject to the requirements of the Program and applicable law, all credits (including tax credits, emission reduction credits, renewable energy credits ("Renewable Energy Credits"), and carbon offset credits, but excluding any Bill Credits allocated to You), benefits, incentives, attributes, and rebates, howsoever entitled, derived, or attributable from or to the System, whether existing now or in the future (the "System Attributes"), are the property of and for the benefit of Provider (or its designee), usable and transferable at its sole discretion. You agree to reasonably cooperate with Provider (or its designee) so that it may claim the System Attributes. You agree to assign and transfer to Provider (or its designee) any and all System Attributes in which You acquire an ownership interest. You agree to refrain from entering into any agreement that would entitle You or a third party to claim the System Attributes.

(c) Renewable Energy Claims. In accordance with Section 8(b), you understand that you are not purchasing renewable energy directly and therefore have no claim to Renewable Energy Credits generated by the System. The Renewable Energy Credits generated by the System



shall be owned by Provider unless transferred by Provider to the Electric Utility or another third party, or unless ownership of the Renewable Energy Credits accrues to a third party pursuant to applicable law.

## **9. REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

(a) Provider. Provider agrees to protect Customer's Data and, except as may be required by this Subscription Agreement, applicable law, court order, or with Customer's consent, Provider will not publicly disclose Customer's Data, energy usage data, or billing information, unless such disclosures are made to Provider's affiliates, financiers, lawyers, accountants, or agents and only to the extent reasonably required to facilitate service to Customer.

(b) Customer. Customer represents, warrants, and covenants to Provider:

(i) Customer is over 18 years of age;

(ii) Customer is authorized to execute this Subscription Agreement, obtain the Services, and participate in the Program on behalf of each owner of each of Your Electric Utility Accounts;

(iii) Customer, to the best of its knowledge, meets the Eligibility Criteria and agrees to not take any actions that would cause Customer to no longer meet the Customer Eligibility Criteria;

(iv) Customer understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation or Bill Credits to another person or entity, except as provided in Section 10;

(v) Customer is entering into this Subscription Agreement solely to receive Bill Credits as an energy-related commodity for personal consumption, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Subscription Agreement;

(vi) Customer is aware that it does not have an interest in the profits or losses of the System and will not otherwise be entitled to any profit related to the System or by entering into this Subscription Agreement;

(vii) Customer acknowledges that this Subscription Agreement has not been registered under federal securities laws or registered or qualified under the securities laws of the State of New York based in part upon Your representations in this Subscription Agreement (provided, that no representation is made or implied by Provider as to the applicability or inapplicability of such securities laws);

(viii) Customer acknowledges and agrees that this Subscription Agreement and the Percentage Allocation is not intended to be treated as a security under federal law, Article 8 of the New York Uniform Commercial Code, or the Securities Act of 1933; and

(ix) Customer acknowledges and agrees it will promptly notify Provider of any changes in Customer's Data.

(x) Signor affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Provider to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to Provider.

(xi) Customer agrees that by accepting this Subscription Agreement and providing to Provider, its affiliates and/or assigns, your phone number, which can include a landline and or/mobile number, Provider, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information.

**10. TERMINATION.** In addition to the cancellation right described in Section 14(i), this Subscription Agreement may be terminated by You so long as You provide Provider with sixty (60) days' advance notice. If you terminate prior to the end of the Initial Term you will be charged a settlement amount that will make your total costs of electric supply from Provider equal to what it would have been over that period had you purchased energy supply from your local utility up to a maximum of \$200.00.

**11. TRANSFER; ASSIGNMENT.** Customer may not assign or transfer this Subscription Agreement without the express written consent of Provider. Provider may directly or collaterally assign this Subscription Agreement, whether in whole or in part, and without Your consent or notice to You, to any affiliate, to any financing party, or to any entity that has agreed in writing to recognize Customer's rights and perform Provider's obligations under this Subscription Agreement. Specifically, Provider may, without Your Consent or notice to you, assign the benefits and obligations set forth in this Addendum to a third party, while continuing to maintain the benefits and obligations set forth in the ESA to which this Addendum is attached. In connection with any such assignment by Provider, You agree to provide a written confirmation of Your obligations under this Subscription Agreement if reasonably requested by Provider or its assignee. Notwithstanding anything to the contrary in this Subscription Agreement, Provider may delegate or subcontract its obligations under this Subscription Agreement, in whole or in part, without Your consent or notice to You.

## **12. DEFAULT.**

(a) Events of Default. The following shall constitute an "Event of Default": (i) a Party fails to make any payment due under this Subscription Agreement and such failure continues for a period of thirty (30) days; (ii) a Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Subscription Agreement and such failure continues for a period of thirty (30) days after written notice thereof; (iii) a Party has provided false or misleading financial or other information to enter into this Subscription Agreement; or (iv) Customer makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

(b) Remedies. Upon the occurrence of an Event of Default in which Customer is the defaulting Party, Provider may take any rights and/or remedies available to it at law or in equity. Upon the occurrence of an Event of Default in which Provider is the defaulting Party, Customer may terminate this Subscription Agreement and neither Party will have any further obligation hereunder. In the case of an Event of Default in which Provider is the defaulting Party, Customer's termination right pursuant to the preceding sentence is the exclusive remedy for such an Event of Default. Except as described in the preceding sentence, all rights, powers, and remedies provided under this Subscription Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law.

## **13. FORCE MAJEURE, LIMITATIONS OF LIABILITY & INDEMNIFICATION.**

(a) Force Majeure. If by reason of Force Majeure, Provider is unable to carry out, either in whole or in part, any of its obligations described in this Subscription Agreement, Provider shall be excused from whatever performance is affected by the Force Majeure event during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, Provider gives Customer notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" means any event, condition, or circumstance beyond the reasonable control of the affected Party, and may include, without limitation, an act of god, war (declared or undeclared), epidemic, pandemic, sabotage, cyberattack, riot, insurrection, civil unrest, military or guerilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out, explosion, fire, earthquake, volcanic activity, abnormal weather condition or actions of the elements, hurricane, flood, lightning, wind, drought, the binding order of any governmental authority, the failure to act on the part of any governmental authority, unavailability of power from the utility grid, power or voltage surge including a grid supply voltage outside of the standard range specified by the Electric

Utility, or failure of equipment not utilized by or under the control of the affected Party.

(b) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR BODILY INJURY, PROVIDER'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT MAY NOT EXCEED THE PRODUCT OF (I) TWELVE (12) AND (II) CUSTOMER'S AVERAGE MONTHLY PAYMENT OVER THE SERVICE TERM.

(c) **Indemnification.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE OTHER PARTY AND ITS SUCCESSORS AND ASSIGNS, AND ITS EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS (IF ANY), FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE OTHER PARTY'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS SUBSCRIPTION AGREEMENT.

(d) **No Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE SYSTEM, OR ANY OBLIGATION OF PROVIDER HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM, THE PERCENTAGE ALLOCATION, OR THE AVAILABILITY OR VALUE OF BILL CREDITS.

(e) **No Guarantees.** Provider does not make any guarantee, and Customer acknowledges that Provider does not make any guarantee, regarding the manner in which Bill Credits are calculated, the monetary value of Bill Credits, or any other element of Your bill from the Electric Utility, each of which are determined by the Electric Utility and governmental authorities pursuant to the Tariff, the Program, and applicable law and not by Provider. Provider additionally does not make any guarantee, and Customer acknowledges that Provider does not make any guarantee, regarding (y) the amount of energy that the System will deliver to the Electric Utility, or (z) the Percentage Allocation. You agree that Your Percentage Allocation may be applied against and served by any System that (i) qualifies under the Program and (ii) from which Your Electric Utility Account is eligible to receive Bill Credits, as selected by Provider in its sole discretion. Provider does not make any guarantee, and Customer acknowledges that Provider does not make any guarantee, regarding the specific System that will be used in providing You with the Services. The amount of savings guaranteed to you as a result of entering into this Subscription Agreement is described above in Section 2, "Application of Bill Credit; Guaranteed Savings".

(f) **Waiver.** Any delay or failure of a Party to enforce any of the provisions of this Subscription Agreement, or to require performance by the other Party of any of the provisions of this Subscription Agreement, shall not be construed to be a waiver of such provisions or a Party's right to enforce that provision.

(g) **Severability.** If any portion of this Subscription Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Subscription Agreement shall not be affected thereby, and each term, covenant, or condition of the Subscription Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Subscription Agreement.

(h) **Waiver of Jury Trial; No Class Action.** EACH OF THE PARTIES, BY ENTERING INTO THIS SUBSCRIPTION AGREEMENT, HEREBY WAIVES THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(i) **Regulatory Changes.** This Subscription Agreement is subject to present and future legislation, orders, rules, regulations or decision of a duly constituted governmental authority having jurisdiction over this Subscription Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition, or provision of this Subscription Agreement including, but not limited to rate, Provider shall have the right to modify this Subscription Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

#### **14. MISCELLANEOUS.**

(a) **Notices.** All notices and other formal communications which any Party may give to another under or in connection with this Subscription Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.

(b) **Entire Agreement.** This Subscription Agreement contains the entire agreement between Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements between the Parties relating to the subject matter hereof. This Subscription Agreement includes any exhibit attached hereto.

(c) **Amendments.** This Subscription Agreement may only be amended in a writing signed (or otherwise authenticated) by both Parties.

(d) **Binding Effect.** This Subscription Agreement is binding upon the Parties hereto and their successors and legal assigns.

(e) **Survival.** The provisions of Sections 5(c), 6, 8, 10(b), 12(b), 13, and 14 of this Subscription Agreement shall survive the expiration or earlier termination of this Subscription Agreement.

(f) **Governing Law.** The Subscription Agreement is made in the State of New York and will be governed by New York law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 15(d) shall be resolved by a court of competent jurisdiction in the county of the System, and Customer agrees to submit to the personal jurisdiction of the New York state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

(g) **Counterparts; Electronic Approval.** This Subscription Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties. Each Party intends and agrees that, alternatively, this Subscription Agreement may be authenticated by affirmation through electronic signature, electronic checkbox, or similar authentication, and that any such electronic authentication shall be deemed a binding acceptance of this Subscription Agreement having the same force and effect as a manual signature.

(h) **Notice to Customer.** By entering into this Subscription Agreement, Customer acknowledges that Customer has read and understands this Subscription Agreement in its entirety.

#### **15. CUSTOMER PROTECTION PROVISIONS.**

(a) **Provider Contact Information.** Customer may contact Provider's Customer Service Center at 1-833-227-2660, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Provider at: 125 Michael Drive, Suite 105, Syosset, NY 11791 or Email at: customerservice@sourcepowerco.com.

(b) Customer Protections. The services provided by Provider to Customer are governed by the terms and conditions of this Subscription Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Distributed Energy Resource Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA for residential customers). Provider will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Provider at 1.833.227-2660 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>.

(c) Right of Rescission. Customer may rescind this Subscription Agreement with no termination fee by calling Provider at (833) 227-2660 within three business days of executing this agreement (if executed in person) or within three business days of receipt of confirmation (if enrolled online).

(d) Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving Provider's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Provider by telephone or in writing as provided above. Consumer complaints that cannot be resolved with Provider may be directed to DPS as follows: website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS. If the parties cannot resolve the dispute within 45 days, either party may pursue arbitration as described below.

(e) Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Provider service, Customer should contact Provider's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may pursue arbitration as described below. The DPS will not resolve Non-Residential disputes associated with the services provided under this Subscription Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies. DPS Contact Information is provided above.

**(f) Arbitration. ALL CLAIMS ARISING UNDER OR RELATING TO THIS SUBSCRIPTION AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW YORK OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKETS AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.**

Customer:  
By: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provider: Icon Energy LLC dba Source Power Company  
By: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Community Distributed Generation Disclosure Form	
<b>Customer Information</b>	Customer Name: Address: Phone: Email:
<b>Distribution Utility</b>	Utility:
<b>Overview</b>	This document describes your Community Solar contract. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
<b>Price, Fees, and Charges</b>	There are no subscription fees for participating entering into this agreement. There are no up-front payments or recurring charges. Source Power Company will instruct the LDC to apply Community Solar credits to your utility bill.
<b>Project Location and Customer Allocation</b>	Your project will be located within your utility service territory and is expected to be operational within nine months. Under this agreement you will receive financial benefits even before the project becomes operational. Once your project is operational, we will email you and you will start to see Community Solar credits applied to your utility bill. Community Solar credits will be allocated in sufficient quantity to ensure that your overall cost of supply is less than the utility standard offer rate.
<b>Length of Agreement and Renewal</b>	The initial term of this agreement is identified on the Summary of Terms, after which it continues on a month-to-month basis.
<b>Early Termination</b>	There is no early termination fee for this Agreement. Prior to the operation of the Customer's Community Solar Project, If a Customer terminates this Agreement, you will be charged a settlement amount that will make your total costs of supply from Source Power Company equal to what it would have been over that period had you purchased energy supply from your local utility up to a maximum of \$200. The settlement amount will be waived if Subscriber finds a replacement customer and that replacement customer meets the eligibility requirements set forth by the Provider.
<b>Estimated Benefits</b>	We estimate that the equivalent Community Solar production credits will be equal to your annual consumption. Community Solar credits will be applied as monetary bill credits. The monetary credits applied will reduce the electricity supply portion of your utility bill so that your total cost under this agreement is less than what you would have paid had you purchased electricity from your local utility.
<b>Guarantees</b>	Source Power Company guarantees that your overall cost of supply under this agreement will be lower than your utility's cost of supply when you enter into agreements with Source Power Company for both electric supply and Community Solar.
<b>Data Sharing and Privacy Policy</b>	Source Power Company will only ask your utility for historical consumption information on your account. Source Power Company's data privacy policies can be found at <a href="http://www.sourcepowerco.com/dataprivacypolicy">www.sourcepowerco.com/dataprivacypolicy</a> .
<b>Right to Cancel Without Penalty</b>	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at 833-227-2660 or emailing <a href="mailto:info@sourcepowerco.com">info@sourcepowerco.com</a> .
<b>Customer Rights</b>	If you have inquiries or complaints that the Provider 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 <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .
<b>Preparer Name and Contact Information</b>	Sale Representative: c/o Icon Energy LLC dba Source Power Company 125 Michael Drive, #105 Syosset, NY 11791

Signature of Authorized Source Power Company official:

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Customer:

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_