SUBSCRIBER AGREEMENT SUMMARY OF TERMS

Upfront Cost	\$0
On-site Installation	None
Solar Bill Credits	10 %
Term	1-year, automatic renewal
Cancelation Fee	\$0
Please see below for details regarding the Applicable Rate, term, and renewal.	

GENERAL TERMS AND CONDITIONS

1. <u>PARTIES</u>. This agreement ("Agreement") is entered into by and between Icon Energy LLC dba Source Power Company ("SPC") and you ("You" or the "Subscriber") (each individually, a "Party," and collectively, the "Parties"). By entering into this Agreement, You agree to the terms and conditions set forth herein.

<u>SPC</u>: SPC (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.

Subscriber: SPC will allocate Bill Credits to Your accounts each month, as described in Section 2 and Section 3 of this Agreement.

- 2. <u>APPLICATION OF BILL CREDITS</u>. 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.,
- 3. (a) <u>PROGRAM MECHANICS.</u> Through this Agreement You will participate in a community distributed generation (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, SPC will allocate a portion of the System's electricity output ("Percentage Allocation") to any or all account(s) with the Electric Utility chosen by SPC 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 SPC 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 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) You will receive ten percent (10%) of the Bill Credits and have them applied to the electricity charges on your utility bill so that your total electricity charges each month that you participate in the Program under this Agreement will be reduced by that value.

(b) <u>Reporting</u>. Upon written request, SPC will send 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) <u>Adjustments</u>. You agree that SPC may (in its sole discretion) modify the Percentage Allocation to (i) comply with the this Agreement or 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 subscribers. You further agree that SPC 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. <u>EFFECTIVE DATE; TERM; RENEWAL</u>

(a) <u>Effective Date</u>. This Agreement becomes effective on the date that it is signed or otherwise authenticated by You (the "Effective Date").

(b) <u>Service Term</u>. 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"). The initial service

term shall expire on the first (1st) anniversary of the Service Term Start Date (the "Initial Service Term" and together with any Renewal Term, the "Service Term").

(c) <u>Renewal</u>. Unless terminated by either party prior to the end of the Initial Service Term, this Agreement shall automatically renew, and the Service Term shall automatically renew on a year to year basis (the "Renewal Term") until the earlier of (i) a termination by You or SPC in writing to the other Party at least ninety (90) days in advance of the last day of the Service Term and (ii) the thirtieth (30th) anniversary of the Service Term Start Date.

5. <u>TAXES</u>.

(a) <u>Federal Tax Matters</u>. Subscriber and SPC agree that (i) the purchase and sale of the services described in this 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 Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option that would result in this Agreement being treated as other than a service contract under Internal Revenue Code Section 7701(e).

(b) <u>State Tax Matters</u>. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Services (and any other transaction contemplated by this Agreement) by any governmental authority having jurisdiction over Subscriber, the System, or SPC if any.

6. SERVICE TERM REQUIREMENTS AND ELIGIBILITY.

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

(i) Subscriber 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 Subscriber'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 Subscriber's Percentage Allocation for Your Electric Utility Account shall not exceed the Subscriber's historic annual kWh usage for such account (or forecasted usage if annual historic data is not available); and (E) neither Subscriber 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 Agreement), or taking standby service under the applicable tariff of the Electric Utility.

(ii) The System is commercially viable, as determined by SPC 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 8(b) are true and complete;
- (iv) This Agreement has been approved by SPC's financing partners; and
- (v) Subscriber meets SPC's credit criteria, as determined by SPC in its sole discretion.

(b) <u>Creditworthiness</u>. In connection with the foregoing, You authorize SPC to perform a credit check and to share Your credit information with SPC's financing partners to determine Your satisfaction of applicable credit criteria.

(c) <u>Subscriber Authorization</u>. You authorize SPC 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 Agreement. You agree to update this information upon request if Your electricity usage changes.

(d) <u>Use of Subscriber's Data</u>. You authorize SPC 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 "Subscriber's Data"). You also authorize SPC to use these data and other data collected to make other business offers to You, subject to the requirements of applicable law.

7. SYSTEM OWNERSHIP AND ATTRIBUTES.

(a) <u>System Ownership</u>. You understand and agree that this 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. SPC (or its designee) owns the System and the energy produced by it for all purposes.

(b) <u>System Attributes</u>. 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, 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 SPC (or its designee), usable and transferable at its sole discretion. You agree to reasonably cooperate with SPC (or its designee) so that it may claim the System Attributes. You agree to assign and transfer to SPC (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) <u>Renewable Energy Claims</u>. In accordance with <u>Section 8(b)</u>, you understand that you are not purchasing renewable energy directly and therefore have no claim to renewable energy credits ("Renewable Energy Credits") generated by the System. The Renewable Energy Credits generated by the System shall be owned by SPC unless transferred by SPC 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.

8. <u>REPRESENTATIONS, WARRANTIES, AND COVENANTS.</u>

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

(b) <u>Subscriber</u>. Subscriber represents, warrants, and covenants to SPC:

(i) Subscriber is over 18 years of age;

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

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

(iv) Subscriber 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 <u>Section 10</u>;

(v) Subscriber is entering into this 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 Agreement;

(vi) Subscriber 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 Agreement;

(vii)Subscriber acknowledges that this 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 Agreement (provided, that no representation is made or implied by SPC as to the applicability or inapplicability of such securities laws);

(viii) Subscriber acknowledges and agrees that this 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) Subscriber acknowledges and agrees it will promptly notify SPC of any changes in Subscriber's Data.

- **9.** <u>**TERMINATION.**</u> In addition to the cancellation right described in <u>Section 13(i)</u>, this Agreement may be terminated by You so long as You provide SPC with ninety (90) days' advance notice. If you terminate prior to the end of the Initial Term you will be charged a settlement amount equal to 100% of the monetary value of the Bill Credits you received under this Agreement.
- 10. **TRANSFER; ASSIGNMENT.** No Party may assign or transfer this Agreement without the consent of the other Party, except that SPC may directly or collaterally assign this 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 Subscriber's rights and perform SPC's obligations under this Agreement. In connection with any such assignment by SPC, You agree to provide a written confirmation of Your obligations under this Agreement if reasonably requested by SPC or its assignee. Notwithstanding anything to the contrary in this Agreement, SPC may delegate or subcontract its obligations under this Agreement, in whole or in part, without Your consent or notice to You.

11. DEFAULT.

(a) <u>Events of Default</u>. The following shall constitute an "Event of Default": (i) a Party fails to make any payment due under this 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

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 Agreement; or (iv) Subscriber 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) <u>Remedies</u>. Upon the occurrence of an Event of Default in which Subscriber is the defaulting Party, SPC 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 SPC is the defaulting Party, Subscriber may terminate this Agreement and neither Party will have any further obligation hereunder. In the case of an Event of Default in which SPC is the defaulting Party, Subscriber'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 Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law.

12. <u>FORCE MAJEURE, LIMITATIONS OF LIABILITY, INDEMNIFICATION & DISPUTE</u> <u>RESOLUTION.</u>

<u>Force Majeure</u>. If by reason of Force Majeure, SPC is unable to carry out, either in wholeor in part, any of its obligations described in this Agreement, SPC 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, SPC gives Subscriber 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), 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.

(a) <u>Limitation of Liability</u>. 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 NEGLIENCE, OR BODILY INJURY, SPC'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED THE PRODUCT OF (I) TWELVE (12) AND (II) SUBSCRIBER'S AVERAGE MONTHLY PAYMENT OVER THE SERVICE TERM.

(b) <u>Indemnification</u>. 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 AGREEMENT.

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

(d) <u>No Guarantees</u>. SPC does not make any guarantee, and Subscriber acknowledges that SPC 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 SPC. SPC additionally does not make any guarantee, and Subscriber acknowledges that SPC does not make any guarantee, regarding (x) the amount of energy that the System will deliver to the Electric Utility, (y) the Percentage Allocation, or (z) the amount of any savings by You as a result of entering into this Agreement. 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 SPC in its sole discretion. SPC does not make any guarantee, and Subscriber acknowledges

that SPC does not make any guarantee, regarding the specific System that will be used in providing You with the Services.

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

(f) <u>Severability</u>. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the 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 Agreement.

(g) <u>Dispute Resolution</u>. In the event of a dispute, disagreement, or claim between Subscriber and SPC arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith, in which case Subscriber agrees to contact SPC by telephone at 1 (888) 887-5711 or in writing by sending an email to customerservice@sourcepowerco.com. SPC agrees to maintain a process and procedure to resolve Subscriber inquiries in compliance with the requirements of the Program. A dispute, disagreement, or claim may be submitted by either Party at any time to the New York State Department of Public Service by visiting their website at www.dps.ny.gov.

(h) Waiver of Jury Trial; No Class Action. EACH OF THE PARTIES, BY ENTERING INTO THIS 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.

13. MISCELLANEOUS.

(a) <u>Notices</u>. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof. Source may call or text you at the numbers you provide for non-marketing purposes, possibly with automated technology or recordings, about your account. You also consent to receive calls and texts from Source and its affiliates for promotional purposes at the telephone numbers you provide, possibly with automated technology or recordings; and you understand this consent survives your agreement but that your consent to marketing calls is not a condition of purchase and may be revoked.

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

(c) <u>Amendments</u>. This Agreement may only be amended in a writing signed (or otherwise authenticated) by both Parties.

(d) <u>Binding Effect</u>. This Agreement is binding upon the Parties and their successors and permitted assigns.

(e) <u>Survival</u>. The provisions of <u>Sections 5</u>, <u>7</u>, <u>8(b)</u>, <u>11(b)</u>, <u>12</u>, and <u>13</u> of this Agreement shall survive the expiration or earlier termination of this Agreement.

(f) <u>Governing Law</u>. The 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 <u>Section 12(g)</u> shall be resolved by a court of competent jurisdiction in the county of the System, and Subscriber 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) <u>Home Energy Fair Practices Act</u>; <u>Disclosure Form</u>. This Agreement and SPC's provision of the Services are subject to the Home Energy Fair Practices Act ("HEFPA") (a summary of which can be found at <u>http://www.dps.ny.gov/</u>) and the Uniform Business Practices for Distributed Energy Resources Suppliers (a summary of which can be found at <u>https://www.nyserda.ny.gov</u>), which provide You with certain rights and protections relating to late charges, disputes, and other matters. See 16 N.Y. Codes, Rules, Regs. § 11.1 through § 11.22 for additional details regarding Your rights under HEFPA. The disclosure form attached hereto as Exhibit 1 describes certain key terms of this Agreement and must be provided to You by law.

(h) <u>Counterparts; Electronic Approval</u>. This 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 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 Agreement having the same force and effect as a manual signature.

(i) <u>Cancellation Right; Notice to Subscriber</u>. You may cancel this Agreement with no charge or penalty within three (3) business days after You receive a copy of this Agreement. By entering into this Agreement, Subscriber acknowledges that Subscriber has read and understands this Agreement in its entirety.

Subscriber:

Provider: Icon Energy LLC dba Source Power Company Andrew Day Managing Partner

Jan By:

Date:

By:

Date:

Email:

Phone:

Address:

ICON ENERGY d/b/a Source Power Company 707 Westchester Ave – Suite 105 White Plains, N.Y. 10604 info@sourcepowerco.com

White Plains, N.Y. 10604 Info@sourcepowerco.com		
Community Distributed Generation Disclosure Form		
Customer Information	Customer Name:	
	Address:	
	Phone:	
	Email:	
Distribution Utility	Utility:	
	Account #:	
Overview	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.	
Price, Fees, and Charges	There are no subscription fees for participating entering into this agreement. There are no	
	up-front payments or recurring charges.	
	Source Power Company will apply Community Solar credits to your utility bill.	
Project Location and	Your project will be located within your utility service territory and is expected to be	
Customer Allocation	operational within nine months. Once your project is operational, 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 you receive 10% of the value of the Bill Credits.	
Length of Agreement	The initial term of this agreement is one year after which it continues on a year-to-year basis	
and Renewal		
Early Termination	There is no early termination fee for residential customers for this Subscription Agreement.	
	Provider may terminate this Subscription Agreement for any reason upon fifteen (15) days'	
	written notice to Customer.	
Estimated Benefits	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.	
Guarantees	Customer will receive a 10% solar bill credit allocation.	
Data Sharing and Privacy	Source Power Company will only ask your utility for historical consumption information on	
Policy	your account. Source Power Company's data privacy policies can be found at	
	www.sourcepowerco.com/dataprivacypolicy	
Right to Cancel Without	You have the right to terminate the contract without penalty within three business days	
Penalty	after signing the contract by notifying Provider at 833-227-2660 or emailing	
	customerservice@sourcepowerco.com	
Customer Rights	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	
	http://www.dps.ny.gov/complaints.html.	
Preparer Name and	Sale Representative:	
Contact Information	c/o Icon Energy LLC dba Source Power Company	
	707 Westchester Ave, suite 105	

appay

Signature of Authorized Source Power Company official:

Signature of Customer:

Date:

Date: