

## Purpose and Key Terms

<b>Purpose:</b>	Customers who wish to support solar electricity in New York may purchase Solar Credits related to electricity generated by a New York Solar Farm.
<b>Customer:</b>	Any residential or commercial metered NYSEG customer.
<b>Sponsor:</b>	Solar Farms New York, as agent for the Owner or Operator of the Solar Farm.
<b>Utility:</b>	New York State Electric and Gas Company ("NYSEG")
<b>Solar Farm:</b>	A property located within Customer's NYSEG supply zone and assigned to Customer by Solar Farms New York.
<b>Solar Allocation:</b>	The number of kilowatt hours of solar electricity produced at the Solar Farm and allocated to Customer each month by Solar Farms New York as a percentage of the excess kilowatts produced at and not consumed by the Solar Farm.
<b>Solar Credits:</b>	The dollar value, calculated by NYSEG, of the Solar Allocation which NYSEG will deduct from Customer's monthly bills. The value may be based upon the Utility Rate charged to Customer or upon the value of the solar electricity generated at the Solar Farm that NYSEG determines in its discretion.
<b>Guaranteed Savings:</b>	Unless otherwise specified in the Solar Benefits Confirmation signed by Solar Farms New York and Customer, 5% of the Solar Credits.
<b>Membership Cost:</b>	Unless otherwise specified in the Solar Benefits Confirmation signed by Solar Farms New York and Customer, Customer will pay Solar Farms New York 95% of the Solar Credits.
<b>Term:</b>	Month-to-month. Customers can cancel any time without penalty. Benefits are guaranteed for a minimum of two years.
<b>Early Termination:</b>	Customer may terminate at any time without penalty or fees provided that Customer pays for all Solar Credits received prior to termination.

### Summary

Customer is a residential or small business non-demand metered NYSEG customer who wishes to support a Solar Farm in NYSEG's territory that is or will be generating solar electricity from photovoltaic panels. The solar electricity produced and not consumed by the Solar Farm will be delivered to NYSEG and Solar Farms New York will allocate a portion of such solar electricity to Customer. Each month NYSEG will issue to Customer Solar Credits which NYSEG will calculate based on Customer's Solar Allocation. After receiving such Solar Credits Customer will pay Solar Farms New York the Membership Cost.

### Solar Benefits Confirmation

This Customer Agreement shall begin immediately upon receipt by Solar Farms New York of the Customer's signature to a Solar Benefits Confirmation provided that

- The Solar Benefits Confirmation Plan is complete including Customer's name as it appears on the NYSEG bill; service and billing address; NYSEG account number; credit card, auto-pay or other payment method, unless waived; and
- Customer does not have rooftop solar and is otherwise eligible as specified below.

The Solar Benefits Confirmation shall include the terms and conditions of this Customer Agreement by reference. Customer shall not be billed unless and until he or she receives Solar Credits on his or her bill;

### Guaranteed Savings Plan

Unless otherwise specified in the Solar Benefits Confirmation signed by Solar Farms New York and Customer, the Membership Rate for Solar Credits issued to Customer shall equal 95% of the value per kilowatt hour of the Solar Credits determined by NYSEG in its discretion. The benefits of the Guaranteed Savings Plan are as follows:

- Each month Customer will receive an allocation of Solar Credits from electricity generated on the Solar Farm.
- Unless otherwise specified in the Solar Benefits Confirmation, Customer will pay 5% less than the value of the Solar Credits applied to his or her utility bill.
- Customer's Guaranteed Savings will be guaranteed for a term of two (2) years.
- Customer may cancel any time without penalty or fees.

### Solar Farm

Solar Farms New York is the marketing representative for a number of solar farms that have been built or are being built for the purpose of generating electricity from sunlight and selling to NYSEG all electricity that is not consumed at the solar farm. Customer will be notified in its monthly bill of the Solar Farm that has been allocated in part to Customer. Customer acknowledges and agrees that Solar Farms New York may need to change the name and location of the Solar Farm that has been allocated to Customer from time to time in the event all electricity generated at the Solar Farm has already been fully allocated to other Customers.

### NYSEG Bill

NYSEG will issue Solar Credits to Customer and apply them to Customer's monthly bill as follows:

- Each month Solar Farms New York shall calculate and advise NYSEG of the Customer's Solar Allocation which shall be a percentage of the excess solar produced at the Solar Farm. Over the course of a year, the Solar Allocation shall generally be between 90% and 100% of the Customer's historic or estimated annual usage.
- NYSEG shall determine the value of the Solar Allocation based on the current Utility Rate for Customer's service classification or otherwise in its discretion and will apply such value in the form of Solar Credits to Customer's bills.
- NYSEG will not issue Solar Credits to Customer unless and until a Solar Farm has been built and connected to NYSEG's system. Customer's payments shall be suspended or reduced if for any reason the Solar Farm stops producing sufficient electricity to allocate to Customer or the amount of electricity actually produced falls.
- CUSTOMER WILL CONTINUE TO RECEIVE A BILL FROM NYSEG THROUGHOUT THE TERM, AND THE CUSTOMER REMAINS RESPONSIBLE FOR PAYING ALL CHARGES BILLED BY NYSEG. SOLAR FARMS NEW YORK IN NO WAY ASSUMES ANY LIABILITY FOR CUSTOMER'S NYSEG CHARGES.

### Solar Farms New York Bill

Solar Farms New York will bill the Customer monthly for the Membership Cost of the Solar Credits applied to Customer's utility bill. Unless otherwise specified in the Solar Benefits Confirmation signed by Solar Farms New York and Customer, the Membership Cost of the Solar Allocation shall equal 95% of the value of the Solar Credits. Customer acknowledges and agrees that each month both the value of Solar Credits credited to

Customer's bill by NYSEG and the Membership Cost of the Solar Allocation charged by Solar Farms New York can change based on actual electricity produced at the Solar Farm and the value of the Solar Credits determined by NYSEG.

### Authorization to Access Information

In entering into this Customer Agreement, Customer represents and warrants that Customer's name, NYSEG utility account number, service and billing addresses, and any other information requested by Solar Farms New York and provided by Customer is accurate. Customer acknowledges and agrees that Solar Farms New York may use such information, which may include Customer's social security number, to access information from NYSEG and credit reporting agencies including usage, payment and credit history, and Telecommunications, Energy and Cable Score, and to share such information with Solar Farms New York's current and potential financing partners, pursuant to the directive of a legal authority, or in connection with an assignment of the Customer Agreement to a third party.

### Term

Customer may cancel this Customer Agreement at any time without penalty provided that Customer pays the Membership Cost of any Solar Credits received prior to cancellation. The benefits of Customer's Guaranteed Savings Plan shall be guaranteed for a minimum period of two (2) years. This Customer Agreement shall, unless Solar Farms New York determines otherwise in its discretion, automatically renew for successive periods of one year, so long as the total Agreement length does not exceed twenty-five (25) years in aggregate.

### Termination

Customer may terminate this Customer Agreement at any time without penalty or fees. To cancel this agreement, Customer may send a letter or an email to Solar Farms New York at the contact information provided below. Customer agrees that he or she shall be responsible to pay Solar Farms New York for the Membership Cost of all Solar Credits issued by NYSEG prior to termination.

Solar Farms New York may terminate this Customer Agreement at any time without advance notice in the event Customer has not paid his or her bill in a timely manner, ceases to be eligible for Solar Credits, or for any other reason in its discretion provided that Customer shall be entitled to receive Solar Credits prior to such termination.

In the event of a termination, Solar Farms New York will notify NYSEG as soon as commercially reasonable that Customer is no longer entitled to receive NYSEG Solar Credits under this agreement. Customer acknowledges that NYSEG may not process such termination for up to sixty (60) days. In the event such termination occurred because of Customer's failure to pay its Solar Farms New York bill, Solar Farms New York may take all lawful actions, directly or through third parties, to collect unpaid amounts and to notify credit reporting agencies of such failure to pay. By choosing any one or more of the remedies available to Solar Farms New York under this Customer Agreement, Solar Farms New York does not waive its right to use another remedy. By deciding not to use any remedy should Customer be in default under this Customer Agreement, Solar Farms New York does not waive its right to use that remedy in case of a subsequent default.

Customer may designate a third party to receive notifications from Solar Farms New York relating to termination or other credit actions, by providing written notice to Solar Farms New York. Such designation will not relieve Customer from complying with this Customer Agreement.

### No Early Termination Penalty

There shall be no penalty or fees for Early Termination. Customer shall pay for all NYSEG Solar Credits to his or her bills prior to the effective date of termination.

### Waiting List

Customer acknowledges and agrees that prior to a Solar Farm becoming operational, or in the event Solar Farms New York determines in its sole discretion that there is insufficient solar electricity production to allocate to Customer, Customer will be placed on a Waiting List and will, as soon as possible and in Solar Farms New York's discretion, be allocated solar electricity from another solar farm that produces sufficient electricity.

In the event Customer is placed on a Waiting List, Solar Farms New York will from time to time notify Customer of his or her status on the Waiting List and of when it expects Customer will be allocated solar production and issued Solar Credits.

Solar Farms New York will use best efforts to allocate to Customers on a Waiting List solar electricity accruing NYSEG Solar Credits on a first-come, first-served basis. Solar Farms New York will bear no liability for any delays in construction or operation or for terminating a Solar Farm project for any reason whatsoever.

### Payments

The Solar Farms New York bill will be sent to the Customer at the billing address designated in the Solar Benefits Confirmation.

- Customer may pay by authorizing Solar Farms New York to withdraw the Membership Cost of the Solar Credits from Customer's bank account in accordance with the Automatic Payment and Electronic Funds Transfer Disclosure Statement provided to Customer (ACH). In the case of an ACH authorization, Solar Farms New York will notify you, ten (10) days before each payment, when funds will be withdrawn from Customer's account and how much such withdrawal will be. Funds will be withdrawn after NYSEG Solar Credits are applied to Customer's bill.
- Customer may pay by credit card in which case Solar Farms New York shall assess a charge to Customer's credit card for the Membership Cost of the Solar Credits.
- Customer may pay the Membership Cost of Solar Credits by check in which case payment is due within ten (10) days of receipt of Solar Farm New York's bill.
- Customer agrees that Solar Farms New York may delegate to a third party servicing company the responsibility of billing and collecting the

Membership Cost of Solar Credits issued to Customer.

- Customer agrees that late payments shall bear interest of 1.5% per month on amounts unpaid after twenty (20) days (or such lower amount as required by law).
- Customer agrees that it will pay a \$25 fee (or such lower amount as required by law) in the event an ACH or credit card charge is rejected or a check is returned for insufficient funds.
- Customer understands that if he or she questions a bill for any reason the penalty and interest charges shall apply only to the amount of the bill that is not in question.

### Solar Credits

Solar Farms New York will use reasonable efforts to ensure that NYSEG applies the Solar Credits to the Customer's NYSEG bill. Solar Farms New York does not guarantee that NYSEG will apply such Credits accurately or without error or delay. If Customer believes there has been an error or unjustified delay, he or she should contact Solar Farms New York and/or NYSEG promptly.

### Solar Farms New York Responsibility

During the term of this Customer Agreement, Solar Farms New York shall:

- Tell Customer, if Customer is on a Waiting List, when a Solar Farm under construction has become operational and NYSEG Solar Credits will begin to accrue;
- Protect Customer's personal data except as required by applicable law or court order;
- Notify Customer in the event of a *force majeure* event such as an electrical storm, hail storm, civil unrest or act of terrorism that reduces the solar electricity production of the Solar Farm and may reduce or suspend all or some of the NYSEG Solar Credits until full production resumes;
- Notify NYSEG of the names of Customer, his or her utility account numbers or POD numbers, the quantity of solar electricity production to be allocated, and the applicable service and billing addresses;
- Send Customer a monthly bill for the Membership Cost of the Solar Credits;
- Notify Customer in the event it takes any adverse action as a result of a credit report or score including the contact information for the reporting or scoring agency and the Customer's right to obtain a free copy of such report or score and dispute its accuracy; and
- Send Customer not later than March 31 of each year an annual report for the prior calendar year showing total NYSEG Solar Credits issued to Customer and the total dollars paid for such Credits by Customer.

### Customer Eligibility

Customer shall be eligible to receive NYSEG Solar Credits as long as he or she

- Is at least 18 or older;
- Maintains a residential or small commercial non-demand account with NYSEG;
- Has the authority to enter into this Customer Agreement for the NYSEG Utility Account No. specified on the Solar Benefits Confirmation;
- Has not become a net metered account such as by installing solar panels on a home or business rooftop;
- Provides Solar Farms New York with its name, service and mailing address, NYSEG account number, and any other documentation required by NYSEG to implement the Customer Agreement and notifies Solar Farms New York if such information changes or should be corrected;
- Lives or has a business within the NYSEG utility territory where the Solar Farm is located;
- Unless otherwise agreed by Solar Farms New York, does not take Standby Service or pay demand charges on its account identified by Customer to receive Solar Credits;

- Pays its Solar Farms New York bills promptly and in the event of a question or disagreement pays the undisputed amount of the bill;
- Remains on a NYSEG rate class that is qualified to receive Solar Credits; and
- Maintains a satisfactory credit score or rating as determined by Solar Farms New York in its reasonable discretion.

### Amendments

From time to time Solar Farms New York may notify Customer that

- The NYSEG Solar Credits will come from a different Solar Farm as long as the new Solar Farm is in NYSEG's utility territory;
- NYSEG rules or state law or regulations have changed and require corrections or changes in this Customer Agreement including changes in the Value of the Credits or the Membership Cost of the Solar Credits;
- New sales, excise or other taxes have been imposed in connection with this Customer Agreement and must be passed on by Solar Farms New York in its bills; or
- Solar Farms New York elects to alter the terms and conditions of this Customer Agreement.

Any such corrections, changes or amendments will become effective immediately upon notifying Customer unless Customer chooses to terminate this Customer Agreement as provided above.

### Assignment

Solar Farms New York may assign this Customer Agreement, in whole or in part, without consent of the Customer. Customer may not assign or transfer his or her obligations under this Customer Agreement to a third party, such as the buyer of his or her house or business, without the prior written approval of Solar Farms New York or its assignee.. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE CUSTOMER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.**

### Customer's Understandings and Representations

In entering into this Customer Agreement Customer understands and represents that

- He or she has read and understands this agreement and has had an opportunity to ask Solar Farms New York questions and to consult with advisors;
- He or she is authorized to enter into this agreement and that it is enforceable against Customer and his or her heirs and assigns except as limited by bankruptcy, insolvency, or inheritance laws;
- He or she does not own solar panels nor any other equipment or property at the Solar Farm;
- He or she has no right, for reasons of safety, to walk on the Solar Farm or obtain interconnection or metering information from the Solar Farm or any renewable energy credits or financial incentives received by Solar Farms New York;
- BECAUSE NYSEG AND/OR SOLAR FARMS NEW YORK WILL BE THE OWNER OF ALL RENEWABLE ENERGY CREDITS AND GREEN TAGS ASSOCIATED WITH THE SOLAR FARM, CUSTOMER CANNOT CLAIM TO HAVE PURCHASED, GENERATED, OR USED CLEAN, RENEWABLE, OR SOLAR ENERGY. CUSTOMER IS PURCHASING SOLAR CREDITS ONLY UNDER THIS AGREEMENT AND THAT SOLAR FARMS NEW YORK IS NOT SELLING CUSTOMER 'GREEN' OR 'RENEWABLE' POWER FROM THE SOLAR FARM. FOR MORE INFORMATION, SEE THE GUIDELINES FOR RENEWABLE ENERGY CLAIMS PUBLISHED BY THE CENTER FOR RESOURCE SOLUTIONS, AVAILABLE AT [HTTP://RESOURCE-SOLUTIONS.ORG/LEARN/REC-CLAIMS-AND-OWNERSHIP/](http://RESOURCE-SOLUTIONS.ORG/LEARN/REC-CLAIMS-AND-OWNERSHIP/).
- Solar Farms New York does not guarantee the amount of solar production from the Solar Farm or the amount of NYSEG Solar Credits issued to Customer or the value of such Credits determined by NYSEG and that such production and Solar Credits

accruing in connection with such production may be interrupted for many reasons including events of *force majeure* that are outside the control of Solar Farms New York and NYSEG such as electrical storm, hail storm, civil unrest, acts of terrorism, or other unforeseen events;

- Solar Farms New York is unable to foresee future electricity prices or the value of the NYSEG Solar Credits and has not promised specific dollar savings;
- This Customer Agreement is a purchase contract and not a security registered under federal or state law;
- Customer is entering into this Agreement solely to receive Solar Credits as an energy-related commodity for use at the NYSEG account identified by Customer, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement;
- Customer does not have an interest in the profits or losses of the Solar Farm and will not otherwise be entitled to any profit related to the Solar Farm or by entering into this Agreement;
- Solar Farms New York may make a collateral assignment of this agreement to a financing partner or other party but under no circumstances shall Customer hold such financing partner liable for any act or omission of Solar Farms New York or for any breach of any representation, warranty or covenant made by Solar Farms New York to Customer;
- A Solar Farms New York financing partner or the owner or operator of a Solar Farm may exercise any of Solar Farms New York's rights and obligations under this Customer Agreement and may also exercise all rights and remedies of secured or preferred parties generally with respect to this agreement and the Solar Farm including, but not limited to, requiring Customer to agree to enter into a new agreement with such financing partner or their assigns under substantially the same terms as this Customer Agreement and to execute and deliver to Solar Farms New York or such financing partner or assigns any document, instrument, or statement by which Customer acknowledges and confirms that the legal and beneficial ownership of this Agreement or the Solar Farm remains in Solar Farms New York or as is otherwise reasonably requested by such financing partner in order to create, perfect, continue, or terminate the security or equitable interest in this Agreement;
- Solar Farms New York may from time to time offer Customer, either directly or through authorized agents, home improvement or energy efficiency products and services; and
- He or she is responsible for all sales, use or other taxes imposed upon the value of the Solar Credits by any governmental authority.

#### LIMITATION OF LIABILITY; WARRANTY

NEITHER SOLAR FARMS NEW YORK OR CUSTOMER SHALL BE LIABLE TO THE OTHER 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, SOLAR FARMS NEW YORK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS MADE BY CUSTOMER TO SOLAR FARMS NEW YORK FOR THE NYSEG SOLAR CREDITS. SOLAR FARMS NEW YORK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR FARM AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE FARM'S SOLAR ELECTRICITY PRODUCTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SOLAR FARMS NEW YORK DOES NOT WARRANT OR GUARANTEE ANY SAVINGS, THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION OF SOLAR ELECTRICITY PRODUCTION FROM THE SOLAR FARM, THE SUFFICIENCY OF SOLAR ELECTRICITY PRODUCTION FROM ANY SOLAR FARM, AN ALLOCATION OF SOLAR ELECTRICITY IN THE CASE

CUSTOMER IS PLACED ON A WAITING LIST, OR ANY NYSEG SOLAR CREDITS.

#### Indemnification

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

#### Governing Law

This Customer Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any conflicts of law principles.

#### Complaint Resolution

In the event of any matter involving a complaint, disagreement, or dispute, Solar Farms New York and Customer shall notify each other by telephone or in writing and seek to resolve the matter promptly in good faith. Solar Farms New York (or its designated service provider) must acknowledge receipt of the complaint within two (2) business days and respond to or resolve the substance of the complaint within fourteen (14) business days. If a Customer is dissatisfied with Solar Farms New York's response, he or she may request a review of the outcome by calling Solar Farms New York or sending a written complaint by physical or electronic mail within fourteen (14) days from the date of Solar Farms New York's response.

If the dispute, disagreement, or claim is directed to NYSEG, Customer shall call NYSEG at 1 (800) 572-1111. A dispute, disagreement, or claim may be submitted to the New York State Department of Public Service by visiting their website at [www.dps.state.ny.us](http://www.dps.state.ny.us), by calling 1 (800) 342-3377, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

In the event the parties cannot resolve the matter within sixty (60) days, the parties agree that the matter shall be submitted to binding arbitration. Any arbitration between Customer and Solar Farms New York will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Solar Farms New York. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. CUSTOMER UNDERSTANDS AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND SOLAR FARMS NEW YORK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Unless both Customer and Solar Farms New York agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If Customer commences arbitration in accordance with this Agreement, Solar Farms New York will reimburse Customer for Customer's payment of the filing fee, unless Customer's claim is for more than \$10,000, in which case the payment of any fees will be decided by

the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county in which Customer's NYSEG account is located, but if the claim is for \$10,000 or less, Customer may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of Customer's NYSEG account. If the arbitrator finds that either the substance of Customer's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, Customer agrees to reimburse Solar Farms New York for all monies previously disbursed by it that are otherwise Customer's obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either Party made within 14 days of the arbitrator's ruling on the merits.

Customer acknowledges that this agreement relates only to NYSEG Solar Credits. Customer will continue to receive, and must continue to pay, its NYSEG bill and nothing in this agreement relates to NYSEG services, that bill or Customer's obligation to pay it. If Customer has any questions about NYSEG services or its bill he or she should contact NYSEG at 800.572.1111.

Notwithstanding the foregoing, either Customer or Solar Farms New York may bring an action in Small Claims Court, pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

#### Notices

All notices or payments will be made to the persons at the addresses specified in the Solar Benefits Confirmation by physical mail or electronic communication. Notices or payments will be made at the time of actual delivery as evidenced by courier receipts or email transmission or in the case of mail, within five (5) days of depositing with the United States Postal Service.

#### HEFPA Rights

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

#### Entire Agreement

This agreement contains the entire agreement between Customer and Solar Farms New York regarding the NYSEG Solar Credits. There are no other agreements regarding this agreement, either written or oral, and this agreement supersedes any prior agreements or statements made by Customer or Solar

Farms New York or either of their respective representatives.

In the event of a conflict between the terms of the CDG Customer Disclosure Statement, this Customer Agreement, and the Solar Benefits Confirmation, the terms of the aforementioned documents shall control in the order of priority listed in this sentence.

If any part, term, or provision of this Customer Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable or invalid as a whole. Rather, the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legally enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law, and the remainder of this Agreement will remain in full force.

### **Contact Information**

Customer may contact Solar Farms New York as follows:

Solar Farms New York  
90 State Street – Suite 700  
Albany, NY 12207  
Toll Free Phone: 833-877-7652

### **Conclusion of Agreement**

This Customer Agreement shall be deemed concluded and finalized between Customer and Solar Farms New York at the time Customer indicates its agreement to the Solar Benefits Confirmation by electronic or physical transmission, by affirmation through a DocuSign Electronic Signature, by written signature, or other means including recorded phone calls. The Solar Benefits Confirmation shall include the terms and conditions of this Customer Agreement by reference.

### **Right to Rescind or Cancel**

CUSTOMER MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIPT FROM SOLAR FARMS NEW YORK OF A COPY OF ITS FULLY EXECUTED SOLAR BENEFITS CONFIRMATION. CUSTOMER MAY THEREAFTER CANCEL THIS AGREEMENT AT ANY TIME WITHOUT PENALTY PROVIDED CUSTOMER WILL REMAIN LIABLE FOR SOLAR CREDITS PREVIOUSLY PLACED ON CUSTOMER'S BILL BY NYSEG.

### **Date of Customer Agreement**

The date of this Residential and Small Business Customer Agreement shall be the date on which Customer enrolls with Solar Farms New York by indicating his or her agreement to the Solar Benefits Confirmation.



### CDG CUSTOMER DISCLOSURE STATEMENT

This document describes the key terms of your contract to purchase Solar Credits from a community solar generation system (the Solar Farm). Read this document carefully so that you fully understand the contract. Under the contract, you will not own the system or any part of the system. You will purchase Solar Credits generated by the system during the term of the contract. In the event that the terms in this Disclosure Statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling.

<p><b><u>Customer Information</u></b>  <b>Name:</b>  <b>Mailing Address:</b>    <b>Email Address:</b></p>	<p><b><u>Provider Information</u></b>  <b>Name: Solar Farms New York</b>  <b>Address: 90 State Street, Albany, NY</b>    <b>Telephone Number: 833-877-7652</b>  <b>Email Address: info@SolarFarmsNY.com</b>  <b>Form Prepared By: Irene Moser, iMoser@SolarFarmsNY.com</b></p>
<p><b>Costs</b></p>	<p><b>Monthly payments.</b> Customer will receive a bill from Solar Farms New York. Unless otherwise specified in the Solar Benefits Confirmation signed by Solar Farms New York and Customer, each month Customer will pay 95% of the Solar Credits applied by NYSEG to Customer’s bill as described in Estimated Benefits below. The Customer will also receive the other membership benefits specified in the Customer Agreement.</p>
<p><b>Estimated Benefits</b></p>	<p><b>Estimate of Customer’s share of kilowatt hours of solar production.</b>  Each month Solar Farms New York will advise NYSEG of the amount of solar electricity production to be allocated to Customer from a Solar Farm. The total amount of solar electricity allocated to Customer through a calendar year will generally be between 90% and 100% of Customer’s historic annual usage.</p> <p><b>Estimate of dollar value of Customer’s Solar Credits.</b> Each month NYSEG will issue to Customer and place on Customer’s bill Solar Credits generated by a Community Distributed Generation (CDG) solar project. The value of the Solar Credits shall be determined by NYSEG based upon the Utility Rate for such month or the value determined by NYSEG in its discretion and depending upon the nature of the Community Distributed Generation (CDG) project the output of which is allocated to Customer. In some cases, the value per kilowatt hour of Customer’s Solar Credits in any month may be more or less than the Utility Rate for the number of kilowatt hours allocated to Customer that month.</p> <p><b>Estimated Net Savings.</b>  Unless otherwise specified in the Solar Benefits Confirmation signed by Solar Farms New York and Customer, Customer’s net savings will equal 5% of on the value of the Solar Credits applied by NYSEG to Customer’s utility bill.</p> <p><b>Example.</b>  Suppose a Customer’s allocation of solar production is 1,000 kilowatt hours of solar electricity produced at a Solar Farm and the value per kilowatt hour of Solar Credits that month is \$.10/kWh. Customer would receive a credit on his or her bill of \$100 (the solar allocation times \$.10/kWh) and Customer would pay Solar Farms New York \$95, a net savings of 5% or \$5. (Note: If the Customer’s Solar Benefits Confirmation specifies a discount more or less than 5%, Customer’s savings would reflect that discount.)</p>
<p><b>Terms and Conditions</b></p>	<p><b>Financial structure.</b> Customers are not purchasing or leasing solar panels or solar electricity directly. Rather, Customers are purchasing NYSEG Solar Credits arising in connection with solar electricity production at a Solar Farm. The solar production of the Solar Farm will be sold to NYSEG directly.</p> <p><b>Location of Solar Farm.</b> The solar photovoltaic panels producing and selling solar electricity to NYSEG are located in New York State and in a zone that is served by NYSEG. The location of the Solar Farm that serves Customer shall be selected by Solar Farms New York and identified on Customer’s monthly bill. From time to time, as the solar electricity production of solar farms changes, Customer may be advised that the Solar Farm generating credits for the Customer has changed.</p>

	<p><b>Customer’s interest in other solar benefits or incentives.</b> Under the Customer Agreement, Customer will only receive NYSEG Solar Credits and will not be entitled to receive other benefits or incentives such as renewable energy certificates or credits, tax credits, tax deductions, depreciation allowance, green tags, carbon offsets, utility incentives or other rebates or incentives of any kind, all of which have been retained by the owner or developer of the Solar Farm or transferred to others in order to finance the construction of the Solar Farm.</p> <p><b>Value of Solar Credits.</b> NYSEG shall calculate the value of the Solar Credits issued to Customer on his or her bill based on the Utility Rate for Customer’s service classification or on the value NYSEG determines in its discretion of the solar production allocated to Customer from a Solar Farm.</p> <p><b>Production problems.</b> Customer will pay only for NYSEG Solar Credits that are allocated to his or her NYSEG Bills. In the event the Solar Farm produces and sells to NYSEG less solar electricity than anticipated, for example in the case of an outage resulting from engineering problems or a force majeure event, NYSEG will credit proportionately fewer Credits to Customer’s bill and the Customer will pay for fewer Credits. Solar Farms New York will use best efforts to advise Customer in the event of a production shortfall.</p> <p><b>Insurance and warranty.</b> The owner and operator of the Solar Farm will carry appropriate insurance and warranties to ensure that the Solar Farm continues to operate in a commercially acceptable manner. Customer will never be responsible for insurance or maintenance of all or part of the Solar Farm.</p> <p><b>Dispute resolution and right to contact the Department of Public Service.</b> If a Customer believes a bill is inaccurate, he or she should contact Solar Farms New York and Solar Farms New York (or its designated service provider) must acknowledge receipt of the complaint within two (2) business days and respond to or resolve the substance of the complaint within fourteen (14) business days. If a Customer is dissatisfied with Solar Farms New York’s response, he or she may request a review of the outcome by calling Solar Farms New York or sending a written complaint by physical or electronic mail within fourteen (14) days from the date of Solar Farms New York’s response. Any unresolved disputes shall be submitted to binding arbitration (see Customer Agreement for details). If only a portion of the charges the Customer received for Solar Credits is in dispute, Customer must pay all undisputed charges in a timely fashion while he or she may withhold payment of the amount in dispute. Customers may also contact the Department of Public Service at any time regarding a complaint related to the Customer Agreement by calling 1-800-342-3377. Additional information can be found online at <a href="http://www.dps.ny.gov">www.dps.ny.gov</a> or <a href="http://www.askPSC.com">www.askPSC.com</a>.</p>
<p><b>Length of the Agreement, Renewal, No Early Termination Fee</b></p>	<p><b>Initial term.</b> The term of the Customer Agreement is month-to-month. Customer may cancel any time without penalty. Solar Farms New York guarantees the Guaranteed Savings for a minimum period of two (2) years. Solar Farms New York may terminate Customer at any time without notice in the event Customer has failed to pay his or her bills, Customer ceases to be eligible as specified in the Customer Agreement, or for any other reason.</p> <p><b>Renewal term.</b> At the end of the initial and each renewal term, the term shall be automatically extended for successive terms of one (1) month, subject to Customer’s right to terminate the agreement at any time without penalty as provided below. In no event will the total Customer Agreement length exceed 25 years in aggregate.</p> <p><b>Early termination.</b> Customer may terminate the Customer Agreement at any time without penalty or fees by contacting Solar Farms New York by email or sending a letter to the address specified below. In the event Solar Farms New York terminates the Customer Agreement it shall notify Customer by email or letter to Customer’s billing address.</p> <p><b>No termination fee.</b> There is no penalty or fee for early termination.</p> <p><b>Prior Solar Credits.</b> In the event Customer or Solar Farms New York terminates the Customer Agreement he or she will pay for all NYSEG Solar Credits received from NYSEG prior to termination. Solar Farms New York will notify NYSEG as soon as commercially reasonable. Customer acknowledges that NYSEG may not process Customer’s termination for up to sixty (60) days.</p>
<p><b>Data Sharing and Privacy Policy</b></p>	<p><b>NYSEG data.</b> Customer will furnish Solar Farms New York with the following information for the purpose of determining Customer’s share of the solar electricity production of the Solar Farm:</p> <ul style="list-style-type: none"> <li>• Customer name</li> <li>• NYSEG account number or POD number</li> <li>• Service and billing addresses</li> </ul>

	<ul style="list-style-type: none"> <li>Any other information required in connection with the Customer Agreement.</li> </ul> <p>Customer authorizes Solar Farms New York to use such information to (i) request billing profiles, usage and payment history, and other information from NYSEG or credit reporting agencies, (ii) perform a credit check or utility payment score, and (iii) calculate the appropriate amount of NYSEG Solar Credits to be allocated to Customer.</p> <p><b>Privacy policy.</b> Solar Farms New York may share Customer information, including but not limited to name, address, phone number, social security number, loan data, and payment activity, including delinquency, with third parties that have a need to know, including but not limited to its financing partners, both current and future, loan administrators, credit reporting agencies, and third parties interested in assuming the responsibilities of Solar Farms New York to Customers as part of an assignment of Customer Agreements. Solar Farms New York, in accordance with its Privacy Policy (a copy of which is available on Solar Farms New York’s website), will take commercially reasonable steps to protect your information and privacy and to ensure that the third party’s activities conform with relevant regulations and requirements. SOLAR FARMS NEW YORK’S ACCESS AND/OR DISCLOSURE OF CUSTOMER’S DATA SHALL BE LIMITED TO INSTANCES WHERE IT IS NECESSARY TO FACILITATE OR MAINTAIN SERVICE TO THE CUSTOMER UNDER THIS AGREEMENT OR REQUIRED BY LEGAL AUTHORITY, provided that Customer agrees that Solar Farms New York may from time to time offer Customer home improvement or energy efficiency products or services either directly or through authorized agents.</p>
<b>Customer Allocation of Solar Credits</b>	<p><b>Size of Solar Farm.</b> The size and solar electricity production of each solar farm is different, depending on the number of panels, sunlight, weather, slope of the land, and other factors.</p> <p><b>Customer allocation.</b> The amount of Solar Credits allocated to Customer shall be a percentage of the solar electricity produced and not consumed at a Solar Farm and shall be no more than Customer’s historic electricity usage on an annual basis.</p> <p><b>Calculation of Solar Credits.</b> Each month Solar Farms New York shall notify NYSEG of the number of kilowatt hours of solar production to be allocated to Customer. NYSEG shall calculate in its discretion the value of the solar electricity allocated to Customer in the form of Solar Credits.</p> <p><b>Carryover.</b> Solar Farms New York will allocate to Customer solar electricity based on Customer’s historic usage. Because of changes in Customer’s consumption patterns, the value of Solar Credits may exceed the amount of Customer’s NYSEG bill. In such a case, such Credits will be automatically carried over to succeeding monthly bills and will not expire. Customer is responsible for paying Solar Farms New York for any excess or ‘carry over’ Solar Credits at the time such Solar Credits are allocated to Customer’s NYSEG bill (which may be before the Solar Credits can actually be utilized by Customer). Credits accruing to the owner or operator of the Solar Farm may be banked and allocated to Customer in subsequent months.</p>
<b>Guarantee</b>	<p>Solar Farms New York makes no guarantees of minimum solar electricity production from the Solar Farm which could change as a result of reductions or interruptions in solar production arising from weather and other events outside of Solar Farms New York’s control (e.g., electrical storms, hail storms, civil unrest, acts of terrorism, or other unforeseen events). In the event of a decline in production, Solar Farms New York shall so notify NYSEG and Customer can expect to see a decline in the NYSEG Solar Credits on his or her bill. Solar Farms New York guarantees the benefits offered in any Plan selected by Customer. This Customer Agreement is not a guarantee of savings.</p>
<b>Rescission</b>	<p>In addition to Customer’s right to terminate his or her contract at any time without penalty as provided above, Customer may rescind the Customer Agreement by notifying Solar Farms New York within three (3) business days of receipt from Solar Farms New York of a copy of its fully executed agreement as evidenced by a Solar Benefits Confirmation. Solar Farms New York may also refuse to accept, or terminate, a Customer Agreement if Customer is not or does not continue to be eligible as provided in the Customer Agreement.</p>
<b>Early Termination</b>	<p>Customer may terminate this Agreement at any time without penalty or fees.</p>
<b>Late Fees</b>	<p><b>Late fee.</b> In the event Customer fails to pay a bill or, in the event of an ACH or credit card payment, insufficient funds are present in Customer’s bank account or insufficient credit is available from the credit card provider within 20 days of the date payment is due, Customers shall pay Solar Farms New York a late fee on unpaid balances for each calendar month or part thereof in the amount of 1.5% per month on the unpaid balance until the balance is paid in full (or such lower rate as required by law).</p> <p><b>Returned check fee.</b> In the case of returned checks or insufficient funds in an ACH withdrawal or credit card charge, Customer shall pay an additional fine of \$25 (or such lower amount as required by law).</p>

<b>Electronic Statement Acceptance</b>	Customers acknowledge and agree that they may receive the Customer Agreement, this Disclosure Form, and all monthly bills electronically via a web-portal or by e-mail in which case Solar Farms New York may, in its discretion, not provide paper copies.
<b>NYSEG Bills</b>	Customers are responsible for paying all NYSEG bills in full, including the Basic Service Charge, Generation Charge, Transmission and Distribution Charges, and all applicable taxes.
<b>Confirmation</b>	Customers shall indicate their assent to the Customer Agreement by signing the Solar Benefits Confirmation and sending such Confirmation to Solar Farms New York by electronic or physical means. Customer's assent may be indicated by written signature or a DocuSign Electronic Signature or similar electronic means or by a voice recording. The date of the Customer Agreement is the date on which Customer returns such signed Confirmation. The Solar Benefits Confirmation shall include the terms and conditions of the Customer Agreement by reference and will alert Customer to any changes to the terms and conditions that have been adopted by Solar Farms New York since the date Customer was originally provided this Disclosure Statement.
<b>Contact Information</b>	Solar Farms New York 90 State Street – Suite 700 Albany, NY 12207 Toll Free Phone: 833 877-7652 Care@SolarFarmsNY.com
<b>Miscellaneous</b>	<b>Annual report.</b> Customer will receive an annual report by March 31 of each calendar year describing the amount of solar electricity produced at the Solar Farm and allocated to Customer.  <b>Service and emergencies.</b> NYSEG will continue to be responsible for providing electric service and responding to electric outages. <b>The Customer should contact NYSEG directly in the event of a problem with service or billing or any emergency.</b>
<b>Customer Rights</b>	If you have inquiries or complaints that Solar Farms New York 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> .

Customers may only enter into a Customer Agreement to receive NYSEG Solar Credits as an energy-related commodity for use at the NYSEG Account Number identified by such Customers at the time of their subscription and as reflected in their Solar Benefits Confirmations. In entering into a Customer Agreement Customers acknowledge and agree that with the exception of the purchase of NYSEG Solar Credits any and all tax credits, incentives, renewable energy credits, green tags, carbon offsets, utility rebates or any other non-power attributes of the Solar Farm are the property of and for the benefit of Solar Farms New York or others. Customers should not and may not enter into a Customer Agreement for investment or speculation, with a profit expectation, or with a view to the resale of any benefits. Customers have no ownership of or interest in the profits or losses of the Solar Farm for which solar electricity production is allocated to them and will not otherwise be entitled to any profit related to the Solar Farm nor will they be able to sell, hypothecate, pledge, assign or otherwise transfer any NYSEG Solar Credits or any economic interest therein. The Customer Agreement is not a security or debt instrument and has not been registered under federal securities laws or registered or qualified under the securities laws of any state in which the Customer may reside. By entering into this Customer Agreement, the Customer consents to Solar Farms New York obtaining any and all data possessed by NYSEG or credit reporting agencies at any time during the Term of such Agreement, including account number(s), service address(es), usage and billing history, and/or Customer's enrollment in any NYSEG assistance programs, including low-income assistance programs.





## RIGHT TO CANCEL

You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this Agreement. To cancel this Agreement, you can write us at 10-12 South Main Street, Norwalk, CT 06854, or call 833.877.7652, email care@solarfarmsny.com.

Utility Account Number: \_\_\_\_\_ Enrollment Confirmation: \_\_\_\_\_

Service Address: \_\_\_\_\_

Service City: \_\_\_\_\_ Service State: \_\_\_\_\_ Service Zip: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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