

Customer Solar Subscription Agreement

Disclosure Statement

This is a legally binding agreement, so please read this document carefully to understand the key terms of your Community Solar Generation Customer Solar Subscription Agreement (“Agreement”). Under this Agreement you will pay a Fee in exchange for receiving Solar Credits on your Utility bill. You will not own the solar generation system that generates Solar Credits or any part of it.

Subscriber Information (“Subscriber”, “you” or “your”)

Email:
Phone:

Provider Information (“Provider”, “we” or “us”)

NOCO Electric LLC
2440 Sheridan Drive
Tonawanda, NY 14150

Email: questions@noco.com
Phone: 888-710-6626

Utility Account Number or POD ID to Receive Solar Credits:

<u>Subscription and Fee</u>	<u>Generation System and Allocation Information</u>
<p>Subscriber is being placed on a waiting list for credits generated from Community Solar.</p> <p>NOCO will notify subscriber when such credits become available.</p> <p>Provider will apply Solar Credits to Subscriber’s Utility bill as determined by Subscriber’s Allocation of the Generation System.</p> <p>In exchange for Solar Credits, Subscriber agrees to pay Provider a Fee. The Fee will be at least 90% less than Subscriber’s Solar Credits for a Period.</p> <p>For example, if your Solar Credit is \$100 for a Period, the Fee would be \$90.</p>	<p>Subscriber is being placed on a waiting list. Once capacity is available, Subscriber will be assigned an allocation. Provider will provide Subscriber with allocation schedule.</p> <p>System Location: System Size:</p> <p>Portion of system assigned to Subscriber (Allocation):</p> <p>Estimated Annual Allocation:</p> <p>Subscriber’s historical annual electric consumption:</p> <p>Note: Your Allocation may not exceed 100% of your annual kilowatt hour usage</p>

Term of Agreement: The initial term of Subscriber’s contract is 12 months. Total number of Monthly payments is 12.

Estimated Benefits: Your estimated benefit is based on the Value Stack defined in the utility tariff and your assigned allocation. Estimated benefit will be provided with your allocation detail.

Right to Rescind Agreement: Subscriber may rescind the Agreement within three business days by calling 888-710-6626 after its receipt without charge or penalty. Subscriber may also rescind the agreement within three business days of receiving allocation detail from NOCO.

Termination of Agreement: Either party shall have the right to terminate this Agreement for its convenience at any time. The terminating party will give the other party at least sixty (60) days advance written notice of such termination for convenience. At the second full Period following a termination notice, you will stop accruing Solar Credits and we will stop billing you for the Fee. All payment obligations incurred up to and including the final day of the termination notice period will be due and owing in accordance with the Agreement.

Fee for Terminating Agreement: No Fee

Other Charges: Late Payment Fees; if applicable, are calculated in accordance with the Terms of this Agreement in Section 3-B.

Guarantees: This Agreement does not guarantee a minimum level of system performance, production of energy, or savings.

Dispute Resolution: If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service at 1-800-342-3377 or at www.dps.ny.gov.

General Terms and Conditions

1. Community Solar Subscription

A. Solar Facility and Solar Credits. Provider is agreeing to sell and Subscriber is agreeing to purchase Solar Credits based on Subscriber's Allocation of the kilowatt hours generated by the Solar Generation System during the Utility's regular billing cycle (the "Period"). Solar Credits are a monetary value applied to your Utility bill based on the Value Stack methodology established by the New York State Public Service Commission. Subscriber is agreeing to pay Provider a periodic fee set forth in this Agreement (the "Fee") in exchange for receiving the Solar Credits on Subscriber's Utility bill. At Provider's election, Provider may, from time to time, substitute Solar Credits produced at other solar arrays in lieu of Solar Credits produced by this Generation System. If you notify us in writing that you wish to reduce your Allocation, the reduction will take effect after the end of the next full Period after we receive your notice.

B. Your Utility Bill. Subscriber acknowledges that subscriber is not buying the actual energy output of the Solar Facility. Rather, Subscriber is paying the Fee for Solar Credits on Subscriber's Utility bill. Subscribers remain fully responsible for paying the Utility bill and for complying with the Utility's regulations. The Utility is responsible for providing energy and delivery service to Subscriber's facilities in accordance with its tariff and responding to emergencies. In an emergency, Subscriber should immediately call the Utility (National Grid 1-800-892-2345, NYSEG 1-800-572-1131, RG&E 1-800-743-1701) and local emergency personnel at 911. If Subscriber experiences service related problems Subscriber should contact Utility by phone. (National Grid 1-800-642-4272, NYSEG 1-800-572-1111, RG&E 1-800-743-2110).

2. Length of Agreement and Renewal

A. Term. This Agreement takes effect as of the date when it has been signed by both parties (the "Effective Date"). The Initial Term of this Agreement shall be twelve (12) months from the Effective Date. Unless this Agreement is terminated as provided in Section 2(B), the Agreement will renew automatically for successive twelve (12) month Renewal Terms. The Initial Term and all Renewal Terms(s) are collectively referred to in this Agreement as the "Term". If Commercial Operation (defined below) occurs after the Effective Date, you will be placed on a waiting list. We will notify you in writing when the Solar Facility has achieved Commercial Operation and you will begin accruing Solar Credits. If Commercial Operation occurs before the Effective Date of the Agreement, you will begin accruing Solar Credits after the end of the next full Period. "Commercial Operation" means that the Solar Facility is mechanically complete and is providing electricity to the interconnection point with the Utility.

B. Termination. 1. Rescinding Agreement Without Penalty. Subscriber has the right to cancel this Agreement within three (3) business days after its receipt, without penalty or cancellation fee, by calling 800-662-6776. 2. Termination for Convenience. Either party shall have the right to terminate this Agreement for its convenience at any time. The terminating party will give the other party at least sixty (60) days advance written notice of such termination for convenience. At the second full Period following a termination notice, Subscriber will stop accruing Solar Credits and we will stop billing you for the Fee. All payment obligations incurred up to and including the final day of the termination notice period will be due and owing in accordance with the Agreement. 3. Termination for Default. If Subscriber fails to make any payment due under the term of this Agreement, and fails to make such payment within (30) days after receipt of written notice from us, Subscriber will be in default. Upon an Event of Default, Subscriber shall pay Provider the fee(s) due and Provider reserves the right to terminate this Agreement.

3. Subscription Fee, Taxes, and Payment

A. Fees. Subscriber agrees to pay the Fee associated with the Solar Credits which is calculated from xx% of the Solar Facility's generation (the "Allocation"). The Fee will be at least 5% less than Subscriber's Solar Credits for a Period. For example, if the Solar Credit is \$100 for a Period, the Fee would be no more than \$95. Subscriber's Allocation may not exceed 100% of Subscriber's annual kilowatt hour usage. In the event that Subscriber would like to reduce Allocation, Subscriber must notify Provider in writing that Subscriber wishes to reduce its Allocation. The reduction will take effect after the end of the next full Period after we receive your notice.

B. Monthly Invoices and Payment Terms. For projects where net crediting is available, Subscriber agrees to pay Utility within Utility's normal payment terms. For projects where net crediting is unavailable, Subscriber agrees to pay Provider the Fee for each Period in arrears. Subscriber will invoice Provider monthly. Our monthly invoices will show (i) the number of kilowatt hours and Solar Credits in your Allocation for the Period, and (ii) the Fee and any other charges incurred by you under this Agreement during the Period. Subscriber may make payment by automatic debit from checking or savings account (ACH),

by credit card, or by check payable to NOCO Electric, LLC, unless we instruct you in writing to direct payment elsewhere. You agree to pay all amounts due under this Agreement within twenty (20) days from the date you receive our invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the rate of one and one-half percent (1.5%) per month, not to exceed the maximum interest rate allowable by law.

C. Taxes. Not Applicable

D. Tax Credits, Environmental Attributes, and Environmental Incentives. Subscriber's payment of the Fee does not entitle Subscriber to environmental attributes, incentives, or tax credits or any other attributes of ownership and operation of the Generation System ("Environmental Incentives") except for the Solar Credits you receive from the Utility as described in Article 1.

4. Data Sharing and Privacy Policy

Information Release Authorization: In order for Provider to sell the Solar Credits to Subscriber, the Utility must provide Provider with Subscriber's electrical consumption history and information that includes, but is not limited to: account name, account number, billing address, service address, telephone number, service class, historical and future usage, billing determinants, rate classification, meter readings, billing and payment information. Subscriber's execution of this Agreement shall constitute authorization for the release of this information to Provider. This authorization shall remain in effect during the Initial Term and any Renewal Term. Subscriber may rescind these authorizations at any time by either calling or providing written notice to Provider. Provider reserves the right to terminate this Agreement if Subscriber rescinds these authorizations.

5. Limitation of Liability; Warranty Disclaimer; Guarantees

Provider will not be responsible for any type of special, consequential, or punitive damage whatsoever. Provider does not give any type of warranty, express or implied, and to the full extent of the law disclaims any warranty of merchantability and/or fitness or use for a particular purpose. This Agreement does not contain any guarantees of: (a) savings to you, (b) a minimum level of performance or production of energy, or (c) the receipt of any minimum Solar Credit amount. Provider does not sell, transmit, or distribute solar electricity to you under this Agreement. Provider does not provide you with ownership of, or investment in, any solar panels, utility incentives, tax incentives, tax attributes, environmental attributes, environmental incentives, Renewable Energy Credits (RECS) under this Agreement. Provider does not represent or warrant that any change to state or federal law or changes to the utility tariff or the program will not adversely affect you or not cause you to be ineligible for the program. No oral or written information of advice given by any authorized representative of Provider shall create any warranty whatsoever. These limitations constitute an essential part of this Agreement.

6. Dispute Resolution

A. Law and Dispute Resolution (Residential): This Agreement shall be governed by and construed in accordance with laws of the State of New York. For Residential Customers, the services provided under this Agreement are protected by the State's Home Energy Fair Practices Act (HEFPA). Residential Customers may contact the Department of Public Service for issues relating to HEFPA at (800) 342-3377. The Parties shall use their best efforts to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, Residential Subscribers can seek resolution of their complaint from the New York State Public Service Commission, Office of Consumer Service pursuant to its Complaint Handling Procedures or by calling the DPS at (800) 342-3377.

B. Law and Dispute Resolution (Non-Residential): The Parties shall use their best efforts to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, and within 60 days of notice to the other party of a dispute, Non-Residential Subscribers may request the American Arbitration Association to appoint an arbitrator to resolve the dispute. The arbitrator shall conduct a hearing and within 30 days thereafter, unless such time is extended by agreement of the parties, shall notify the parties in writing of the decision. The arbitrator shall not have the power to amend or add to this Agreement. The decision of the arbitrator shall be confined to the issue(s) presented for arbitration. Subject to such limitation, the decision of the arbitrator shall be final and binding, except that any party may petition a court of competent jurisdiction for review of errors of law. Although the Department of Public Service (DPS) will not directly resolve disputes for Non-Residential customers receiving services provided under this Agreement, it will monitor inquiries and contacts regarding energy services companies (ESCO) and may choose to revoke an ESCO's eligibility to sell electricity.

7. Force Majeure

If either party is unable to perform its obligations under this Agreement due to force majeure, other than Subscriber's obligation to pay for Solar Credits delivered hereunder, performance of such obligations shall be suspended until the force majeure is corrected. The party claiming such inability shall give written notice thereof to the other party as soon as practicable

after the occurrence of the force majeure. Force majeure includes but is not limited to: acts of God, acts of war, strikes, lightning, fires, floods, explosions, storms or storm warnings, sabotage, labor or material shortage, and any other causes not within the control of the party claiming force majeure. Subscriber's inability to pay the Fee to us shall not be considered a force majeure.

8. Assignment

This Agreement may be assigned by Provider without the prior written consent of Subscriber. This Agreement may not be assigned by Subscriber without prior written consent of Provider. Change of control or ownership, merger or recapitalization of either party shall not be considered an assignment. Provider must give (30) days written notice before assigning this Agreement to another Community Distributed Generation (CDG) Provider.

9. Contacts

Should Subscriber have any questions or require additional information regarding this Agreement, Subscriber can contact Provider at (888) 710-6626. Subscriber may also request information from the New York State Public Service Commission at (888) 697-7728 (Toll Free) or New York State Public Service Commission, Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223-1350 or www.dps.ny.gov.

10. No Partnership

Nothing contained in this Agreement will constitute either party to this Agreement as a joint venturer, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations, acts, omissions, representation, or contracts of the other, including without limitation Subscriber's obligations to the Utility for electric service.

11. Entire Contract, Modification

This is the complete Agreement between the parties. There are no other agreements between the parties relating to Solar Credits, either written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforceable according to their terms and, as necessary, shall be interpreted to make them enforceable. If changes occur to applicable tariffs, rules, regulations, usage data or laws, including changes that adversely affect Provider's ability to economically operate the program, Provider reserves the right to cancel or modify this Agreement upon providing you with thirty (30) days prior written notice.

By signing this agreement, I agree to the above stated terms and conditions.

Customer Signature:

Customer Name:

Date: