



## Perch Community Solar Massachusetts Customer Agreement

### I. INTRODUCTION

This Perch Community Solar Massachusetts Customer Agreement (this “Agreement”) is your agreement with Perch Community Solar Acquisition, LLC, to purchase utility bill credits (the “Bill Credits”). The Bill Credits will be generated by a community solar project (the “Solar Project”) or Solar Projects located in the service territory of the electric utility company that you specify below (the “Local Utility”).

### II. INFORMATION ABOUT YOU

<b>Customer Information</b>	Customer Name	[REDACTED]
	Email	[REDACTED]
	Phone	[REDACTED]
	Customer Billing Address	[REDACTED]
<b>Local Electric Utility</b>	Utility Name	[REDACTED]
	Utility Account Number(s), Customer Classes, and Service Address(es)	[REDACTED]

### III. GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT

- Parties.** The terms “you”, “customer” or “buyer” shall refer to the Customer indicated above (which includes any property owner, renter, or lessee, and any co-owner, co-renter, or co-lessee listed above, together with any of their estates, heirs, successors and permitted assigns). Customer represents and affirms that Customer is the individual, firm, partnership, corporation, association, municipality, or governmental body lawfully receiving service from Local Utility (“Customer of Record”), spouse or partner of the Customer of Record authorized to make account decisions on behalf of the Customer of Record, or is otherwise authorized to make account decisions on behalf of the Customer of Record. The terms “Seller”, “we”, “us”, “our” or “Perch

Community Solar” shall refer to Perch Community Solar Acquisition, LLC, a Delaware limited liability company (together with its successors and assigns). The two parties are collectively the “Parties” and each a “Party” to this Agreement.

2. **Project Owner.** The owner of the Solar Project(s) (each, a “Project Owner”) may be one of our affiliates or a third party entity that may develop, own, and/or operate the Solar Project(s). Perch Community Solar may not own the Solar Project(s). We will coordinate with a Project Owner to identify a suitable local Solar Project(s) with sufficient capacity, notify you upon identifying an available Solar Project(s), and subscribe your account in accordance with this Agreement. We intend to assign or transfer this Agreement in whole or in part to the Project Owner(s).
3. **Scope of this Agreement, Effective Date.** This Agreement is effective as of the date that we countersign this Agreement (the “Effective Date”). This Agreement shall not be considered consummated and binding on the Parties until the Effective Date. Bill Credits will not immediately begin accruing on the Effective Date, as Perch Community Solar may place you on a waitlist until an eligible Solar Project with sufficient capacity becomes available and interconnected to the utility grid. The Introduction, Information About You, General Terms and Conditions, and all exhibits, addenda or other documents referenced herein are considered part of this agreement (the “Agreement”).
4. **Bill Credits.** Your Bill Credits may be issued under one of two different Massachusetts solar programs: the Solar Massachusetts Renewable Target (“SMART”) program, pursuant to 225 CMR 20.00 or the Net Metering program, pursuant to 220 CMR 18.00.
5. **Subscription Size.** Each Solar Project provides electricity to your Local Utility. In return for providing this electricity, your Local Utility will provide Bill Credits to a host account, which is the applicable Solar Project’s account with the Local Utility (the “Host Account”). For any Solar Project to which you are subscribed, your subscription is expressed as a percentage of the total Bill Credits provided to the Host Account on a given bill (“Subscription Percentage”). We will base your aggregate Subscription Percentage on your previous 12-month actual or estimated electric cost data based on usage at the service address(es) listed above. We may forecast such cost data if your Local Utility account has not been open for a full year in order to allocate Bill Credits that most closely align to your electricity costs as permitted by law. We will provide you with notice of your Subscription Percentage for any Solar Project after we have reviewed your energy cost data and we reserve the right, but shall not be obligated, to adjust your Subscription Percentage for any Solar Project upon reasonable notice to you. In no event shall any Agreement represent the sale of the output of more than (1) 25 kW AC of the capacity of any one Solar Project under SMART regulations or (2) 25 kW DC of the capacity of any one Solar Project under Net Metering regulations. If your energy usage and related subscription needs exceed this capacity, you will be subscribed to multiple Solar Projects under this Agreement.
6. **Subscription Price.** The subscription price shall be defined as ninety percent (90%) of the monetary value of the Bill Credits allocated to you (the “Subscription Price”). The dollar amount of the Bill Credits, which you will see as a reduction on your Local Utility bill, is the applicable monetary value of kilowatt-hours of electricity generated by the Solar Project and delivered to the Local Utility. For SMART program Bill Credits, this dollar amount is determined in accordance with the SMART regulation found at 225 CMR 20.08(2), and calculated in accordance with relevant Massachusetts Department of Public Utilities (“DPU”) orders and the Local Utility’s tariff. For Net

Metering program Bill Credits, this dollar amount is determined in accordance with Massachusetts regulations found at 220 CMR 18.02, and calculated in accordance with 220 CMR 18.04 and the Local Utility's tariff. Perch Community Solar shall, in its sole discretion determine the program(s) to which you will be assigned.

7. **Value of Bill Credits.** The dollar amount or value of the Bill Credits appears as a line item reduction on your Local Utility bill. The amount or value of Bill Credits allocated to you and the size of your subscription to one or more Solar Projects are based on your annual electricity costs; it is important to note that the amount or value of Bill Credits allocated from a Solar Project may fluctuate month to month as a result of weather, energy market pricing, utility tariffs, utility policy, changes in the governing regulations, generation from such Solar Project, or any other variables. This will mean that your New Monthly Charges (defined below) will also vary. You agree to pay the Subscription Price for all Bill Credits that are allocated to your Local Utility bill under the Agreement.
  
8. **Payments and Due Date.** Each month you will receive a "Monthly Statement" from us showing a summary of the charges you have incurred, including any previous balance, adjustments, the New Monthly Charges, and your Total Amount Due (defined below). The amount of your "New Monthly Charges" for any Solar Project to which you are subscribed is the product of (1) your Subscription Percentage; (2) the monetary value the Bill Credits reflected on the Host Account of the related Solar Project for the Monthly Statement period in question; and (3) your Subscription Price. If you are subscribed to multiple Solar Projects, then your Monthly Statement will show your New Monthly Charges for each Solar Project to which you are Subscribed. Your "Total Amount Due" shall be your New Monthly Charges plus any previous balance, and adjustments that may be reflected on your Monthly Statement. The Monthly Statement shall also include your due date which shall be twenty (20) days from the date of the Monthly Statement, unless we provide you with notice of a different due date to be no sooner than twenty (20) days from the date of the Monthly Statement. Please note there may be a delay of several months between when the Bill Credits appear on your Local Utility bill and when you receive the corresponding Monthly Statement from us. This is designed so that you receive the Bill Credits on your Local Utility bill before receiving our corresponding Monthly Statement. If you do not receive Bill Credits on your Local Utility bill, please contact us. You will be responsible for paying all amounts due on your Monthly Statements and for all Bill Credits that are allocated to your Local Utility bill.
  - (a) **Payments.** You agree to make payments by credit card, debit card or an automatic debit from your deposit account via the automated clearing house network (ACH). Perch Community Solar reserves the right, in its sole discretion, to require you to provide applicable payment information and/or to require you to execute the payment authorization agreement attached as Exhibit B in conjunction with your entering into this Agreement, or at a later date after the Agreement is executed.
  
  - (b) **Taxes.** You agree to pay for or reimburse Perch Community Solar for any taxes related to this Agreement or assessed on the delivery, sale or consumption of the Bill Credits allocated to you from each Solar Project.

9. **Payment in Full.** Your obligation to pay in full any amounts appearing on a Monthly Statement that are not yet paid as of the date of the termination of this Agreement shall survive termination of this Agreement as defined below.
10. **DISCLAIMER OF WARRANTIES.** YOU UNDERSTAND THAT SOLAR PHOTOVOLTAIC (PV) GENERATION IS INHERENTLY VARIABLE AND UNPREDICTABLE. WE DO NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR AMOUNT OF ENERGY SHALL BE PRODUCED BY A SOLAR PROJECT TO WHICH YOU ARE SUBSCRIBED OR THAT ANY PARTICULAR AMOUNT OF BILL CREDITS WILL BE ALLOCATED TO YOU. YOUR ALLOCATION OF BILL CREDITS MAY VARY DUE TO OUTAGES OR WEATHER CONDITIONS, OUTAGES AT THE SOLAR PROJECT OR ON THE UTILITY GRID, OR FOR OTHER REASONS. THE BILL CREDITS ALLOCATED TO YOU MAY NOT COVER THE FULL AMOUNTS DUE ON YOUR LOCAL UTILITY BILLS, AND YOU WILL NEED TO PAY ANY REMAINING BALANCES ON YOUR LOCAL UTILITY BILLS IN ADDITION TO THE MONTHLY STATEMENTS FROM US. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OR ANY DISCLOSURE FORM, NEITHER SELLER NOR PROJECT OWNER MAKES ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HERewith, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED HEREIN ARE "CONSPICUOUS" FOR THE PURPOSE OF SUCH APPLICABLE LAW.
11. **Credit Check.** You authorize us, or our designee, to obtain your credit report, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with our financing partners in connection with your application and from time to time in connection with this Agreement. You certify that all information you provide to us in connection with checking your credit is true and understand that this information must be updated upon request if your financial condition changes. You understand that we may share any such consumer report with third parties that participate in the transactions contemplated by this Agreement (including but not limited to the Project Owner) and/or any party that intends to use the information as a potential investor, servicer or insurer in connection with a valuation of or an assessment of the risks associated with this Agreement.
12. **Information Release Authorization.** You authorize Perch Community Solar and/or the Project Owner to obtain and review the information from your Local Utility as authorized by Massachusetts law, or if not available from the Local Utility, you agree to request such information from the Local Utility and provide to Perch Community Solar and/or the Project Owner, including, but not limited to the following information: consumption history; billing determinants; utility account number; credit information; participation in utility low income discount programs; data applicable to cold weather periods; and information pertaining to tax status and eligibility for economic development or other incentives ("Personal Information"). Customer also acknowledges and consents to Perch Community Solar and the Project Owner's use, creation, analysis, or manipulation of derivative data from the Personal Information to the fullest extent consistent with Federal, State, and local laws, tariffs, rules and regulations. This Personal Information may be used by Perch Community Solar and the Project Owner to determine whether it will commence and/or continue to provide Bill Credits to you. Your

execution of this Agreement shall constitute authorization for the release of this information to Perch Community Solar and Project Owner. This authorization will remain in effect during the Term and any applicable renewal period. Customer further authorizes Perch Community Solar and/or Project Owner to use, store, and disclose Customer's Personal Information to Perch Community Solar's affiliates and designees, Project Owner's affiliates and designees, and other third parties in and outside of the United States in order to service your Local Utility account, fulfill the terms of this Agreement, and exercise Perch Community Solar and Project Owner's rights under the Agreement during the Term. The Customer may rescind this authorization at any time by providing written notice thereof to Perch Community Solar at the address listed on this Agreement. Perch Community Solar reserves the right to cancel this Agreement in the event Customer rescinds all or part of this authorization.

- 13. Local Utility Account and Notification of Changes.** You hereby appoint and authorize both Perch Community Solar and the Project Owner to act as your agent for the limited purpose of making corrections to and amending any Local Utility paperwork to conform to this Agreement and to obtain information related to your Local Utility Account from the Local Utility. You may update or amend your Local Utility account(s) information on file with Perch Community Solar by emailing our Customer Care team or once available, updating this information in your customer portal. You also agree to provide ninety (90) days' written notice to us under Section 19(c) if you are moving or close your Local Utility account(s).
- 14. Express Consent to Telephone and Text Communications.** If a telephone number that you provide to us in connection with the Agreement or otherwise is a number for a cellular phone, other wireless device, or a landline number that is later converted to a wireless device, you expressly consent to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us and / or our affiliates and agents. This express consent applies to each such telephone number that you have provided or will provide to us now or in the future and permits such calls regardless of their purpose. You understand that these calls and messages may result in access fees from your cellular provider that shall solely be your responsibility, and that the messages may be heard by family members or third parties.
- 15. Project Not Yet Constructed.** You understand that you may be subscribed to a Solar Project that has not yet been built or has not begun to generate electricity from which the Bill Credits can be calculated. We will not be able to allocate and sell to you and you will not be able to receive any Bill Credits until the date that such Solar Project has been fully constructed, has received permission from the Local Utility to operate, and the Local Utility has begun to measure, calculate and allocate Bill Credits. You also understand and agree that you may be placed on a waitlist for an eligible Solar Project and we will not be able to allocate and sell to you, and you will not be able to receive any Bill Credits, until after you have been subscribed to a Solar Project and the date that such Solar Project has been fully constructed, has received permission from the Local Utility to operate, and the Local Utility has begun to measure, calculate and allocate Bill Credits. You further understand that once you are subscribed to a particular Solar Project, Perch Community Solar or the Project Owner(s) may, in its sole discretion at any time, and without your consent, transfer your rights and obligations under this Agreement, in full or in part, to a different Solar Project or Solar Projects located in your Local Utility's service territory, provided such transfer shall not result in any change to your rights and obligations under this Agreement without your affirmative consent. If this occurs, Perch

Community Solar will provide you notice of such transfer and identify which Solar Project(s) you have been transferred to.

16. **Addendum for Each Solar Project.** You understand that when we identify a Solar Project to which you will be subscribed, we will send you an addendum (“Addendum”) to this Agreement with information about the Solar Project. Depending on your historical electricity cost data, you may be subscribed to more than one Solar Project to meet your usage needs, and we will send you an Addendum for each Solar Project to which you will be subscribed. You will have three days from the date of the Addendum to opt-out of the particular Solar Project described on any such Addendum. Opting-out of a particular Solar Project will not terminate this Agreement. Each Addendum which you do not opt-out from within three (3) days of the Date of the Addendum set forth therein will be incorporated into and form a part of this Agreement. If we determine that we need to transfer you off of a particular Solar Project after you are subscribed to the Solar Project, we will notify you and cancel the Addendum for that particular Solar Project. We may transfer you off a particular Solar Project at any time upon notice to you, and such transfer shall not terminate this Agreement.
17. **Delays in Adding or Removing Customers.** Under applicable law, we may be permitted to make changes to customers subscribed to a Solar Project only at certain intervals. For this reason, there may be a delay of several months from the date you wish to begin receiving allocations of Bill Credits to your Local Utility account even after the Solar Project is in operation. There may similarly be a delay in the date the Bill Credits cease to be allocated to your Local Utility account upon termination. We may also have a waitlist of customers and not be able to add you to a Solar Project until space becomes available. You will be notified on your Disclosure Form if you are on the waitlist for a Solar Project.
18. **Term.** The term of the Agreement (“Term”) shall commence on the Effective Date and shall expire on the twentieth (20th) anniversary of the Start Date or such shorter period as noted in your Disclosure Form, unless terminated earlier in accordance with Section 19, but in no event shall the Term extend beyond the applicable SMART or Net Metering program term for the Solar Project(s). The “Start Date” shall be the first (1st) day on which the Host Account for the Solar Project(s) reflects Bill Credits. You will be notified of the Start Date of the Solar Project(s) but may not be allocated Bill Credits for such Solar Project(s) on your Local Utility bill until several months later. The Start Date for a Solar Project to which you are subscribed may have occurred prior to the Effective Date of the Agreement; if so, you will not be allocated Bill Credits from that Solar Project for twenty (20) years from the Effective Date but rather for twenty (20) years from the Start Date for that Solar Project.
19. **Termination.** The Agreement may be terminated as follows:
  - (a) **At End of Term:** The Agreement shall automatically terminate at the end of the Term.
  - (b) **If You Exercise Your Rights Under Exhibit B:** If you are a consumer, you may terminate these Terms and Conditions within three (3) business days from our countersignature of these Terms and Conditions by exercising your rights under Exhibit B. Additionally, for any Solar Project to which you are subscribed, you will also be able to opt-out of participating in such Solar Project within three (3) business days from your receipt of notification of the subscription.

(c) **Early Termination By Customer - Ninety (90) Days' Written Notice:** You may terminate the Agreement by providing us with written notice at least ninety (90) days' prior to your requested termination date, however you will be required to pay for Bill Credits that extend beyond your requested termination date. Once we receive your written notice, we will coordinate with your Local Utility so that you stop receiving Bill Credits allocated to your Local Utility bill under the Agreement as soon as practicable. However, there may be a delay from the date we receive your termination notice until the Local Utility actually ceases allocating Bill Credits to your Local Utility bill. You will remain responsible for paying the amounts due on all Monthly Statements issued to you (whether sent electronically or posted to your online account) and for all Bill Credits that are allocated to your Local Utility bill. If you are subscribed to more than one Solar Project, you may terminate the Agreement while retaining your subscriptions, and continuing any Agreements, with respect to Solar Projects to which you are subscribed. To terminate the Agreement, or any portion thereof upon ninety (90) days' notice, please follow the notice instructions set forth in Section 32.

(d) **Early Termination by Us**

**(i) Inability to Perform Obligations:** We may terminate the Agreement, or any portion thereof, on ten (10) days' notice to you if there are unforeseen events that prevent us from performing our obligations under this Agreement. We will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill as soon as practicable on or after the date of termination, but there may be a delay of as long as six (6) months from the date we notify you of our termination until the Local Utility actually ceases allocating Bill Credits to your Local Utility bill. You will remain responsible for paying the amounts due on all Monthly Statements issued to you (whether sent electronically or posted to your online account) and for all Bill Credits that are allocated to your Local Utility bill. If you are subscribed to more than one Solar Project, and decide to opt-out of some, but not all of the Solar Projects, you will retain your subscriptions to those remaining programs and these Terms and Conditions will remain in full force and effect for any non-terminated Solar Project.

**(ii) Early Termination by Us for Cause:** We may terminate the Agreement if there is an Event of Default under Section 20. We will coordinate with your Local Utility so that you stop receiving Bill Credits on your Local Utility bill under the Agreement as soon as practicable on or after the date of termination, but there may be a delay of many months from the date we terminate the Agreement until the Local Utility actually ceases allocating Bill Credits to your Local Utility bill. You will remain responsible for paying the amounts due on all Monthly Statements issued to you (whether sent electronically or posted to your online account) and for all Bill Credits that are allocated to your Local Utility bill under the Agreement.

**(iii) Early Termination by Us for Changes in Law:** If a new law is enacted, or there are any revisions in the implementation of amendments to, or interpretations of, any law, including, without limitation, changes affecting approved or anticipated rates, tariffs, taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission, or distribution of electric power and/or energy and/or Bill Credits that could affect the anticipated economic return to us under the Agreement,

or the eligibility of a Solar Project to generate or allocate Bill Credits under the Agreement, we shall have the right, at our option, to terminate the Agreement. If we terminate the Agreement, or any portion thereof, due to changes in law as described in this Section 19(d)(iii), you shall remain responsible for paying the amounts due that appear on the Monthly Statements sent to you prior to the effective date of such termination, and for all Bill Credits that you receive on your Local Utility bill.

**20. Event of Default.** You will be in default under the Agreement if:

- (a) you fail to pay the Total Amount Due appearing on your Monthly Statement for two (2) consecutive Monthly Statement periods and you have been provided written notice of such failure and fail to make a payment for the Total Amount Due within fourteen (14) days of such notice;
- (b) you fail to perform any other material obligation that you have undertaken in the Agreement and such failure continues for a period of fourteen (14) days after you have been provided notice from us;
- (c) you terminate your account with the Local Utility without providing us notice as set forth in Section 13, or you assign, transfer, sublet, or sell the Agreement without our prior written consent in accordance with Section 25; or
- (d) you make an assignment for the benefit of creditors, admit in writing you are insolvent, file (or there is filed against you) a voluntary petition in bankruptcy, you are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity.

**21. Remedies in Case of Default.** If you are in default hereunder, we may take any one or more of the actions set forth below. We may, at our option:

- (a) take any reasonable action to mitigate any loss attributable to your default and any loss incurred will be added to the amount you owe and will be immediately due;
- (b) recover from you a payment equal to any sums then accrued or due and owing plus all taxes, late charges, penalties, and interest;
- (c) use any other remedy available in this Agreement or by law; and/or
- (d) terminate the Agreement.

By choosing any one or more of these remedies, we do not give up our right to use another remedy. By deciding not to use any remedy should the Agreement be in default, we do not give up our right to use that remedy in case of a subsequent default.

**22. Dispute Resolution and Arbitration Clause.**

- (a) **Initial Dispute Resolution.** In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through (1) the provision of written notice to the other Party describing in detail the nature of the dispute ("Notice")



and (2) friendly consultations between the Parties, at the contact information provided for each Party in this Agreement.

- (b) **Arbitration.** If the consultations set forth in subsection (a) do not result in a resolution of the Dispute within thirty (30) days after Notice of the Dispute has been delivered to either party, then the Dispute shall be resolved by arbitration before a single arbitrator at a location that is reasonably convenient to you and us, or by small claims court as explained below. Arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by the American Arbitration Association pursuant to its Consumer Arbitration Rules. The party that initiates arbitration may choose the arbitration organization. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- (c) **Waiver of Right to Class Action.** BY AGREEING TO THIS DISPUTE RESOLUTION AND ARBITRATION CLAUSE, CUSTOMER HEREBY IRREVOCABLY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION for any dispute, controversy or claim between the Parties arising out of or relating to this Agreement. This means that you may not be a representative or member of any class of claimants in arbitration with respect to any claim. Notwithstanding any other provision of this Agreement, the arbitrator will not have the power to determine that class arbitration is permissible. The arbitrator also will not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator will have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement. If this class action waiver is invalidated, then the Dispute will be resolved in court.
- (d) **Waiver of Right to Jury Trial.** BY AGREEING TO THIS DISPUTE RESOLUTION AND ARBITRATION CLAUSE, YOU AND WE WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- (e) **Small Claims Court.** You and we have the right to arbitrate or go to small claims court if the small claims court has the power to hear the Dispute. Arbitration will resolve all Disputes that the small claims court does not have the power to hear. If there is an appeal from small claims court, or if a Dispute changes so that the small claims court loses the power to hear it, then the Dispute will be heard only by an arbitrator.
- (f) **Governing Law.** This Dispute Resolution and Arbitration Clause is governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.
- (g) **Opt-Out.** If you want to opt out of this Dispute Resolution and Arbitration Clause, you may send us written notice via email to [customercare@perchenergy.com](mailto:customercare@perchenergy.com) or via U.S. Mail to Perch Community Solar at P.O. Box 170718, Boston, MA 02117 within thirty (30) calendar days of the Effective Date (as defined in Section 3) of this Agreement. State your

name, address, account number, date, and the fact that you are choosing to opt out of the Dispute Resolution and Arbitration Clause. If you opt out, your opt-out will only apply to the Dispute Resolution and Arbitration Clause in this Agreement.

**23. Indemnification.** To the fullest extent permitted by applicable law, you shall indemnify, defend, protect, save and hold us harmless as well as our employees, officers, directors, agents, successors, and assigns, from any and all claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands, and liens of any kind or nature arising out of, connected with, relating to, or resulting from your failure to comply with any of the terms of the Agreement, your negligence, or your willful misconduct or by any hazard covered by insurance in or on your premises or any action for subrogation that may be brought against us or any subcontractor of ours by any insurer or insurance carrier, or its agents, or assigns. The provisions of this Section shall survive termination of the Agreement.

**24. Limitation of Liability; Damages.**

Notwithstanding any other provision of the Agreement to the contrary and except with respect to indemnification of third party claims hereunder, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to the Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, our liability to you will in no event exceed the amount paid by you to us under the Agreement. We shall have the right to set-off and net against any amounts owed to us by you under this Agreement.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WITH RESPECT TO THE INDEMNIFICATION OF THIRD PARTY CLAIMS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS.

The provisions of this Section shall survive termination of the Agreement.

**25. Assignment of the Agreement.** You agree that, without your consent, we may assign, sell, pledge, transfer, or encumber any of our rights and obligations under the Agreement, or any portion thereof, or the accounts, revenues, or proceeds hereof to: (A) a bank, insurer, or other financial institution; or (B) any person or entity (i) succeeding to all or substantially all our assets or business or the division or region of us to which this Agreement relates, (ii) that owns or acquires ownership of the Solar Project or the development rights thereto, or (iii) that owns another community solar project or the development rights thereto in the same Local Utility service territory; provided (with respect to this clause (B) and following clause (C) the succeeding person or entity or transferee agrees to be bound to the Agreement; or (C) any affiliate of ours. Any assignment of our rights and/or obligations under the Agreement shall not result in any change to your rights and obligations under the Agreement. You further understand that once you are subscribed to a particular Solar Project, Perch Community Solar or the Project Owner may, in its sole discretion at any time, and without your consent, transfer or assign your rights and obligations under this Agreement, or a portion of your rights and obligations under this Agreement, to a different Solar Project located in your Local Utility's service territory, provided such transfer shall not result in

any change to your rights and obligations under this Agreement without your affirmative consent. If this occurs, Perch Community Solar will provide you notice of such transfer and identify which Solar Project or Solar Projects you have been transferred to. You agree that you may not assign or transfer the Agreement without our written consent.

- 26. Ownership of Solar Project; Required Forms.** You agree that you do not own any part of the Solar Project(s). The Project Owner(s) owns the Solar Project(s) for all purposes, including ownership and title to the electricity it generates. You understand that any tax credits, incentives, renewable energy certificates, or other attributes of the Solar Project are owned by the Project Owner of each Solar Project. You understand that you will not receive renewable energy or renewable energy certificates from the Solar Project(s). You also agree to sign any document or form we may require related to these attributes and understand that you have been or will be required to sign a disclosure form required for the Solar Project under the SMART program.
- 27. Force Majeure Event.** Neither Party shall be considered in breach of the Agreement, including any related Customer and Solar Project Terms, or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. A “Force Majeure Event” means any act or event that prevents performance of obligations (other than obligations to pay money) in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence of the affected Party and the affected Party is unable to overcome such act or event with the exercise of reasonable due diligence. A Force Majeure Event, shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Party claiming a Force Majeure Event or as a result of such Party’s failure to comply with a collective bargaining agreement); (v) action or inaction by a governmental authority; and (vi) global pandemic. We shall have the option of terminating the Agreement if a Force Majeure Event continues for at least ninety (90) days. If we terminate the Agreement, or any portion thereof, due to a continuing Force Majeure Event, you shall be responsible for making any and all payments due prior to the effective date of such termination.
- 28. Errors and Omissions.** In the event we discover typographical or clerical errors or other unintentional mistakes or omissions by the customer or Perch Community Solar, or either Party’s authorized agents or representatives, in filling out the customer contact information, Disclosure Form(s), or exhibits to this Agreement, including, but not limited to, name, address, phone number, utility account number, Local Utility zone, or estimated electric usage, you agree as follows:
- (a) Perch Community Solar, or its authorized agent or representatives, may unilaterally correct and rectify such errors, mistakes or omissions to effectuate the intentions of the Parties as set forth in the Agreement. We will provide notice to you of any such corrections.
  - (b) If requested by Perch Community Solar, you will fully and promptly cooperate with Perch Community Solar in the correction of any such errors, mistakes or omissions, including if

deemed necessary by Perch Community Solar, re-execution of these Term and Conditions, any Disclosure Form, or any related documentation. Failure or refusal to so cooperate upon request may constitute a default under the terms of the Agreement.

29. **Form of Guaranty.** As a condition to our delivery to you allocating capacity for a Solar Project, Perch Community Solar and/or the Project Owner reserve the right, solely in either entity's discretion, based on the particular Solar Project, customer subscription size, customer type, customer credit report, or other relevant factors, to require the Customer to provide a third party financial guaranty in the form attached hereto as Exhibit C.
30. **Governing Law and Jurisdiction.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles, provided that the Dispute Resolution and Arbitration Clause is governed by federal law.
31. **Waiver.** Any delay or failure of a Party to enforce any provision of the Agreement, including but not limited to any remedy listed in this Agreement, or to require performance by the other Party of any provision of the Agreement, shall not be construed to (i) be a waiver of such provision or a Party's right to enforce that provision; or (ii) affect the validity of the Agreement.
32. **Notices.** All notices we send under the Agreement shall be sent, at our sole option, either (a) via electronic mail to the most recent electronic mail address that we have on file for you, or (b) in writing and by personal delivery, overnight courier, or certified or registered mail, return receipt requested sent to you at the most recent billing address that we have on file for you in our records. All notices that you send to us shall be sent either (a) via electronic mail to [customercare@perchenergy.com](mailto:customercare@perchenergy.com), or (b) in writing and by personal delivery, overnight courier, or certified or registered mail, return receipt requested and addressed to Perch Community Solar at P.O. Box 170718, Boston, MA 0217 Attn: CS Operations. A Party's notice address may be changed upon notice to the other Party sent in accordance with this Section 32, or by a telephone call to our customer service line.
33. **Entire Agreement; Counterparts; Amendments.** This Agreement, including the General Terms and Conditions, Exhibits and Addendums thereto, and the related Disclosure Form(s) (if your Solar Project is under the SMART program) contain the Parties' entire agreement regarding the sale and purchase of Bill Credits generated by the applicable Solar Project(s). This Agreement may be executed individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute this Agreement. This Agreement, and any related Exhibits, Addendums and/or Disclosure Form(s), signed and transmitted in electronic form, is to be treated as an original document and the electronic signature of any Party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original. There are no other agreements between the Parties regarding the Agreement, either written or oral. We reserve the right to amend this Agreement from time to time upon not less than ninety (90) days' prior written notice to you. The invalidity or unenforceability of any provision in the Agreement will not affect any other provision of the Agreement.
34. **Survival.** The applicable provisions of the Agreement shall continue in effect after the termination of the Agreement to the extent necessary to settle any accounts to be paid under

this Agreement or other remedies and to provide for any indemnification of claims by third parties.

*[Remainder of page left blank intentionally.]*

**ELECTRONIC SIGNATURES**

NOTICE: DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES.

BY AFFIXING YOUR ELECTRONIC SIGNATURE, BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THE AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, (B) AGREE TO ALL TERMS AND CONDITIONS OF THE AGREEMENT AND ALL EXHIBITS, (C) TO THE EXTENT YOU ARE NOT THE INDIVIDUAL NAMED ON THE LOCAL UTILITY ACCOUNT TO WHICH THE AGREEMENT IS APPLICABLE, AFFIRM YOU ARE EXPRESSLY AUTHORIZED TO ENTER INTO THE AGREEMENT BY SUCH NAMED INDIVIDUAL, AND (D) ACKNOWLEDGE THAT IF YOU ARE A RESIDENTIAL / CONSUMER CUSTOMER, YOU HAVE BEEN NOTIFIED OF THE RIGHT TO CANCEL THE AGREEMENT PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE (AS DEFINED IN SECTION 3) WITHOUT CHARGE OR PENALTY. IF THE CUSTOMER IS A BUSINESS ENTITY, THE PARTY AFFIXING HIS/HER SIGNATURE ALSO REPRESENTS AND WARRANTS THAT S/HE IS PROPERLY AUTHORIZED TO DO SO AND HAS THE AUTHORITY TO BIND THE BUSINESS ENTITY TO THE AGREEMENT.

**NOTICE OF RIGHT TO CANCEL**

**NOTICE OF RIGHT TO CANCEL  
(CONSUMER CUSTOMERS ONLY)**

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE (AS DEFINED IN SECTION 3). SEE THE ATTACHED NOTICE OF CANCELLATION FORM (IN EXHIBIT C) FOR AN EXPLANATION OF THIS RIGHT.

Customer: [REDACTED]

Perch Community Solar Acquisition, LLC

Signature: [REDACTED]

Signature: \_\_\_\_\_

Print Name: [REDACTED]

Print Name: \_\_\_\_\_

Title: [REDACTED]

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

(Business / Organization Customers Only)

Date: [REDACTED]

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

**EXHIBIT A**

**Automatic ACH and Credit Payment Authorization Form**

**(For online applications and contracts, payment authorization was collected as part of the online application process instead of through this Exhibit A)**

In this Authorization, "I," "me" and "my" mean the Account Holder(s) who sign this Authorization. "You," and "your" means [Enter Name of Authorized Party], or any assignee.

By signing below, I authorize you to initiate regularly scheduled recurring charges against my credit or debit card account identified below, or electronic fund transfers in the form of ACH debit entries from my deposit account identified below, and to credit those amounts (when received by you) to the amounts due under my Community Solar Bill Credit Allocation Agreement(s) (the "Agreement") held by you (Agreement Number: \_\_\_\_\_). If necessary, I also authorize you to initiate one-time credit or debit transactions to correct any erroneous payment transaction.

I also authorize you to initiate a one-time transaction to collect a fee of (a) \$\_\_ if any payment is rejected by my bank for any reason (such as insufficient funds), (b) to collect any late fee due under my Agreement, or (c) to collect any early termination fee due under my Agreement.

I understand that each transaction will appear on my bank statement.

**Please complete the information below:**

**Type of Payment:**

ACH Payment

Credit Card Payment

**Payment Frequency:**

Recurring Payments. My payments, in the amount that I owe each month under this Agreement, as shown on my monthly billing statement, will start following completion of the Solar Project (estimated start date: \_\_\_\_\_). I understand that the aforementioned start date is an estimate only and is subject to change, and that you will notify me of the payment start date at least [time period] before my payments begin, and that subsequent payments will occur on the same date each month thereafter. If any payment date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. If my payment amount or date changes, I will receive notice from you at least 10 days prior to the payment being collected. If the outstanding balance I owe on my Agreement is less than the payment amount stated above, I understand and agree that the final payment will be an amount equal to my total outstanding balance.

**Deposit Account Information for ACH Payments:**

Type of Account:       Checking Account       Savings Account  
Bank Name: \_\_\_\_\_  
Bank Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Name on Bank Account: \_\_\_\_\_

**Credit Card Information:**

Credit Card Type:  Visa    MasterCard    Amex    Discover  
Cardholder Name: \_\_\_\_\_  
Card Number: \_\_\_\_\_  
Card Expiration Date: \_\_\_\_\_  
CVV (3 digit number on back of Visa/MC, 4 digits on front of AMEX): \_\_\_\_\_  
  
Cardholder Billing Address:  
    Address: \_\_\_\_\_  
    City: \_\_\_\_\_  
    State: \_\_\_\_\_  
    Zip Code: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

I authorize you to initiate the ACH or credit card payment(s) described in this authorization form according to the terms outlined above. If I have authorized recurring payments, I understand that this authorization will remain in effect until my Agreement is paid in full or I cancel this authorization in writing by providing notice to Perch Community Solar, LLC, at P.O. Box 170718, Boston, MA 02117. I agree to notify you in writing of any changes in my account information or termination of this authorization at least three (3) business days prior to the next billing date. This payment authorization is for the type of payment indicated above. I certify that I am an authorized user of any credit card identified above, and that I will not dispute any scheduled payment provided the transaction corresponds to the terms of this authorization form. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the Rules and Operating Guidelines of NACHA (formerly known as the National Automated Clearing House Association). I request the financial institution that holds the account to honor all payments initiated in accordance with this authorization form.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



**EXHIBIT B**

To cancel a transaction under the provisions of this Exhibit B please print and complete one of the Notices of Cancellation provided below and return it to us as instructed in the Notice. You may retain the second copy of this notice for your records. This cancellation right only applies if you are a consumer customer and are to receive Bill Credits under the Community Solar Bill Credit Allocation Agreement (the "Agreement") on your personal utility bill from your Local Utility. Capitalized terms used but not defined in this Notice shall have the meaning given to them in this Agreement.

**Notice of Cancellation**

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**You may CANCEL this Agreement (the “transaction”), without any Penalty or Obligation, within THREE BUSINESS DAYS from the Effective Date as shown above.**

**If you cancel, any property traded in, any payments made by you under this Agreement, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your service residence named in this Agreement, in substantially as good condition as when received, any goods delivered to you under this Agreement, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under this Agreement.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Perch Community Solar Acquisition, LLC, at P.O. Box 170718, Boston, MA 02117, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.**

**\*This date provides you with a period to cancel that may be longer than the three business days required by law.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Buyer’s signature)**

\_\_\_\_\_  
**(Buyer’s Printed Name)**

\_\_\_\_\_  
**(Service Address)**

**Notice of Cancellation**

---

**You may CANCEL this Agreement (the “transaction”), without any Penalty or Obligation, within THREE BUSINESS DAYS from the Effective Date as shown above.**

**If you cancel, any property traded in, any payments made by you under this Agreement, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.**

**If you cancel, you must make available to the seller at your service residence named in this Agreement, in substantially as good condition as when received, any goods delivered to you under this Agreement, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under this Agreement.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Perch Community Solar Acquisition, LLC, at P.O. Box 170718, Boston, MA 02117, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_.**

**\*This date provides you with a period to cancel that may be longer than the three business days required by law.**

**I HEREBY CANCEL THIS TRANSACTION.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Buyer’s signature)**

\_\_\_\_\_  
**(Buyer’s Printed Name)**

\_\_\_\_\_  
**(Service Address)**

**EXHIBIT C**  
**FORM OF GUARANTY**

*[see attached]*

## GUARANTY

This Guaranty, dated [REDACTED] is by [REDACTED] ("Guarantor") in favor of Seller as defined below.

As a condition to entering into that certain Perch Community Solar Massachusetts Customer Agreement (the "Agreement") between Customer and Perch Community Solar Acquisition, LLC or any of its successors or assigns (the "Seller"), Seller requires that Guarantor execute and deliver this Guaranty. Capitalized terms used but not defined herein have the meanings given such terms in the Agreement.

In consideration of Seller entering into the Agreement with Customer, Guarantor hereby agrees as follows:

1. Guarantor hereby represents and warrants to the Seller as follows:
  - a. Guarantor is an individual with full power, authority and legal right to execute and deliver this Guaranty and to perform its obligations hereunder.
  - b. The execution, delivery and performance of this Guaranty have been duly authorized by all necessary actions on the part of the Guarantor.
  - c. This Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws or by general principles of equity.
  - d. There are no pending or, to Guarantor's knowledge, threatened actions, suits or proceedings against Guarantor or affecting it or its properties before or by any court or administrative agency which, if adversely determined, would adversely affect its ability to perform its Guaranteed Obligations (as defined below) under this Guaranty.
2. Guarantor absolutely and unconditionally guarantees the timely and complete performance of all of Customer's obligations under the Agreement, or any extensions, renewals, or modifications thereof (the "Guaranteed Obligations"). If Customer breaches any obligation under the Agreement, including timely payment of amounts due and performance of any covenant thereunder, then Guarantor, at his or her expense, shall on demand by Seller, fully and promptly pay such amount or perform such covenant.
3. The obligations of Guarantor are independent of the obligations of Customer. A separate action may, at Seller's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Customer, or whether or not Customer is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Seller against Customer arising out of, in connection with, or based upon the Agreement.
4. Guarantor waives any right to:
  - a. require Seller to proceed against Customer or any other person or entity or pursue any other remedy in Seller's power;
  - b. complain or delay in the enforcement of Seller's rights under the Agreement; and

c. require Seller to proceed against or exhaust any security held from Customer.

5. The obligations of the Guarantor under this Guaranty shall not be altered, limited, impaired or otherwise affected by, and Guarantor waives any defense arising under or based upon: (a) any rescission of any demand for payment or performance of any of the Guaranteed Obligations or any failure by the Seller to make any such demand on the Guarantor, the Customer, or any other guarantor or to collect any payments from any such person or any release from any such person (or any successor to such person) or any other guarantor; (b) the disability or other defense of Customer; (c) the cessation from any cause of liability of Customer; (d) any acceleration, compromise, waiver, indulgence, rescission, in whole or in part, of the Guaranteed Obligations or any related agreement; (e) any change, whether direct or indirect, in the Guarantor's relationship to Customer; and (f) the taking of any action by Seller to enforce any Guaranteed Obligation or the agreement under which such Guaranteed Obligations arise against the Customer, or any other person.

6. Guarantor waives all demands upon notices to Customer and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guaranty.

7. Guarantor agrees that Seller (including any of Seller's successors or assigns) may obtain a consumer report on Guarantor in connection with Customer's application pursuant to the Agreement (and Guarantor's related obligations in connection therewith) and from time to time in connection with this Guaranty. If Guarantor asks, Seller will tell Guarantor whether or not one was ordered and if one was, the name and address of the consumer reporting agency that provided it. Subsequent consumer reports may be requested or used in connection with any update, renewal, modification or extension of the Agreement, without further notice to Guarantor. By signing this Agreement, Guarantor is providing Guarantor's signed written authorization to Seller, or its designee, to obtain Guarantor's credit report, check Guarantor's credit and employment history, and answer questions others may ask regarding Guarantor's credit. Guarantor understands that Seller may share any such consumer report with third parties that participate in the transactions contemplated by the Agreement and/or any party that intends to use the information as a potential investor, servicer or insurer in connection with a valuation of or an assessment of the risks associated with this Agreement. Guarantor certifies that all information Guarantor provides to Seller in connection with checking Guarantor's credit is true and understands that this information must be updated upon request if Guarantor's financial condition changes. Seller will notify Guarantor in the event any adverse action is taken as a result of Seller obtaining Guarantor's credit report and/or score, provide Guarantor with the contact information for the reporting agency that provided the credit report, and inform Guarantor of Guarantor's right to obtain a free copy of that report and dispute its accuracy.

8. This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Customer, or an assignment by Customer for the benefit of creditors, or any action taken or suffered by Customer under any insolvency, bankruptcy, reorganization, moratorium, or other debt relief act or statute, whether now existing or later amended or enacted.

9. Guarantor waives any right to assert against Seller any defense (whether legal or equitable), claim, counterclaim, or right of setoff or recoupment that Guarantor may now or hereafter have against the Customer. If Guarantor advances any sums to the Customer or its successors or assigns or if the Customer or its successors or assigns shall hereafter become indebted to Guarantor, such sums and

indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing by the Customer to Seller.

10. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors and assigns, and shall inure to the benefit of Seller and its successors and assigns. Guarantor may not assign its obligations under this Guaranty without the prior written consent of Seller. Seller may assign this Guaranty or sell, pledge, transfer, or encumber any of its rights hereunder to any person or entity. In the event of any such assignment by Seller, Seller shall so notify Guarantor. In no event will any such assignment by Seller in any way increase, supplement, duplicate or otherwise adversely affect the obligations or liability of the Guarantor hereunder. Any assignment by the Guarantor without the prior written consent of the Seller (given or withheld in the sole discretion of the Seller) shall be void ab initio and shall have no effect on the Seller's rights against the Guarantor hereunder.

11. In addition to the amounts guaranteed, Guarantor agrees to pay all attorney fees and all other costs and expenses incurred by Seller in enforcing this Guaranty or in any action or proceeding arising out of, or relating to, this Guaranty.

12. This Guaranty shall remain in full force and effect through the termination date under the Agreement (the "Termination Date"). This Guaranty shall automatically terminate, with no further action required by Guarantor, the Guaranteed Party, or any other person, on the Termination Date. Upon the termination of this Guaranty, Guarantor shall have no further liability hereunder, provided, however, that no such termination shall affect Guarantor's liability with respect to any obligation incurred prior to the time the termination is effective, which obligation shall remain subject to this Guaranty.

13. If any provision hereof or of any of the documents evidencing part or all of the Guaranteed Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of such documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Seller in order to carry out the provisions hereof. The invalidity or unenforceability of any provision of this Guaranty in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

14. THE GUARANTOR AND, BY ACCEPTING THIS GUARANTY, THE SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH THIS GUARANTY.

This Guaranty shall be governed, construed, and enforced in accordance with the laws of Massachusetts, without regard to its conflict of laws rules.

Guarantor Signature: [REDACTED]

Guarantor Name: [REDACTED]

Date: [REDACTED]