Community Distributed Generation Disclosure Form (New York)

RWE Clean Energy Solutions, Inc. ("Provider")
100 Summit Lake Drive, Suite 210, Valhalla NY 10595
(833-266-7527)

Customer Information	Customer Name: Billing Address: Service Address: Phone Number: Email Address:
Distribution Utility	Con Edison Company of New York, Inc.
Overview	This document describes your Community Solar Subscriber Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your Agreement, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement. This Disclosure Form, together with the attached Subscriber Agreement Terms and Conditions ("Terms and Conditions"), and any addendums or attachments thereto collectively comprise the Community Solar Subscriber Agreement ("Agreement") for your purchase of a portion of the output of a community solar generation project (the Project").
Subscription Fee and Savings Rate	**Initial Payments:** No sign-up cost **Monthly Bill Credits:** As a result of your subscription to the Project, you will receive credits ("Utility Bill Credits") on your local electric utility bill based on your portion of the Project's production during the billing period. **Monthly Charges:** (a) If consolidated billing is not utilized by your Distribution Utility, the Provider will bill you the aggregate amount of the Utility Bill Credits discounted by **10%**. For example, if your Utility Bill Credits equals $100.00, the Provider will bill you $90.00; (b) If consolidated billing is utilized by your Distribution Utility, each month you will receive Utility Bill Credits on your electric utility bill based on the electricity generated by the Project and your subscription fee ("Subscription Fee") will be automatically taken from the credits you receive on your utility bill. Your Subscription Fee is equal to 90% of the Utility Bill Credits you receive each month). After the Utility Bill Credits are reduced by the subscription fee, you will receive savings equal to 10% of the Utility Bill Credits you receive. **Tax Credits:** The Provider will retain the value of all applicable tax credits.
Project Location and Customer Allocation	**Project Location:** Projects are located in the Con Edison Company of New York, Inc. Utility Zone of the State of New York. **Estimated Project Size: 985 kWAC / 1379 kWDC** **Estimated Commercial Operation Date: June 2022** **Portion of the Project assigned to you**: We will assign you a portion of the kWh output of the site up to but not exceeding last 12 months of electric usage history at the time of subscription
Length of Agreement and Renewal	The term of the Agreement is 25 years.

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Early Termination	If you cancel this Agreement after the three (3) business day period referenced below and with less than ninety (90) days' advance written notice to Provider, a termination fee may apply as set forth in this Agreement. The amount of the termination fee may be calculated as a payment equal to up to three (3) months of estimated Monthly Charges based upon the estimated first year annual energy production, subject to annual degradation of 1% per year, not to exceed the maximum sum of $200, plus all taxes, charges, penalties, interest and all sums then accrued or due and owing. You may avoid this termination fee by finding an eligible replacement subscriber or providing at least ninety (90) days' advance written notice prior to termination. Provider may terminate this Agreement at any time without fee upon delivery of 90 days' written notice. Provider may also terminate this Agreement at any time should the Customer fail to timely notify Provider of changes to their electric account, in the event of a default by Customer under this Agreement, or if there is a change in the program rules or incentives associated with the community solar program. Termination of the Agreement shall only become effective upon removal of Customer from participation in the community solar program by the local electric utility. In the event of a termination of this Agreement, Customer will continue to pay for credits allocated to their utility account even if those credits are allocated to their account after the termination date and this requirement shall survive any termination of this Agreement.
Estimated Benefits	You are being offered a subscription of the project output for a term of 25 years. We will attempt to match your Customer Allocation in kilowatt hours (kWhs) as closely as possible with the kWhs on your annual electric bill. There will be months where you spend more on the combination of Utility Bill Credits and electricity than others, but on an annual basis, you are targeted to save 10% of the Utility Bill Credits allocated to your account. You will receive a **dollar credit** on your monthly electricity bill based on your share of the kWh output of the project and the applicable Value Stack rates. This value will, however, change with variations in the Value Stack rates and the project's output and is not guaranteed. Any Con Edison Company of New York, Inc. Utility Bill Credit you receive from your participation in this program will save you money as compared to your annual electric bill. Actual savings may vary based on changes in utility rates and system production.
Guarantees	This Agreement does not guarantee savings. This Agreement does not guarantee a minimum level of system performance or production of energy.
Data Sharing and Privacy Policy	You authorize the Provider to request data from your local utility, including, but not limited to, your historical electrical usage and other account information, for the purpose of determining your electricity usage characteristics and otherwise for the provision of services to Customer under this Agreement. The Provider will not release this information to any unaffiliated entity without your consent. The Provider is authorized to retain your data for the duration of this Agreement and for a period of 12 months thereafter.
Right to Cancel Without Penalty	You have the right to terminate the Agreement without penalty within three (3) business days after signing the contract by notifying Provider at rweces_community_solar@rwe.com (833) 266-7527.
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.
Other Important Terms	
Preparer Name and Contact Information	Sales Representative: RWE Clean Energy Solutions, Inc. Phone Number: (833) 266-7527

By signing below, you acknowledge and agree to the terms and conditions set forth in this Disclosure Form and the Agreement.

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RWE Clean Energy Solutions, Inc. ("Provider")
100 Summit Lake Drive, Suite 210, Valhalla NY 10595
(833-266-7527)

(Signature of Customer)

Date:_____

(Authorized Provider Signature)

Date:_____

(Title of Provider Representative)
Managing Director, Community Solar

Terms and Conditions

1. **Introduction**. This Community Solar Agreement, consisting of the Subscriber Disclosure Form, these Terms and Conditions, and any attachments or addendum thereto (collectively, the "Agreement") is between the Customer identified on the Disclosure Form (the "Customer") and RWE Clean Energy Solutions, Inc. (the "Provider"). Under this Agreement, the Provider agrees to deliver the energy production attributable to Customer's share of capacity (the "Customer's Share") in a solar array (the "Project") to Customer's electric utility (the "Utility"), and, the Customer agrees to pay the Provider on the terms and conditions described in this Agreement in exchange for Utility Bill Credits (as defined below) associated with Customer's Share. This is a legally binding agreement with disclosures required by law, so the Agreement should be reviewed carefully in its entirety. The Customer should contact the Provider's representative identified above if there are any questions regarding this Agreement.
2. **Term**. The Provider agrees to deliver the energy production attributable to the Customer's Share to the Utility for twenty-five (25) years, plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month (collectively, the "Term") The Term begins on the Interconnection Date. The "Interconnection Date" is the date that the Project reaches commercial operation and generating power. The Provider will notify the Customer by email when the Project is ready to commence operation and will provide an overview of the Project at that time. If this Agreement is being entered into as a result of a transfer of another customer's community solar agreement, then the Interconnection Date from the original community solar agreement shall be used for purposes of this Agreement.
3. **Community Solar Project Output; Bill Credits; Payment.**

a. **The Customer Share and Utility Bill Credits**. The Provider will deliver the energy production attributable to the Customer's Share to the Utility and instruct the Utility to allocate all corresponding bill credits generated by the Customer's Share pursuant to the Utility's electric service tariff ("Utility Bill Credits") to the Customer. The Customer's Share, the name of the Utility, and the Customer's Utility Account are also set forth in an online Customer Dashboard which the Customer will have access to. The Provider's services under this Section 3(a) are hereinafter referred to as "Community Solar Services."

b. **Monthly Payments**. If consolidated billing is not utilized by your Distribution Utility, in exchange for the Provider's delivery of energy production from the Customer's Share to the Utility and for the Customer's receipt of Utility Bill Credits, the Customer will be charged each month during the Term ("Monthly Payment") an amount equal to: (i) the amount of the Customer's Utility Bill Credits resulting from the Customer's Share and reflected on the Customer's Utility bill for the prior month, net of the Discount Rate set forth in the Customer's Disclosure Form, plus (ii) if applicable, sales or use taxes. Monthly Payments are due on the due date specified in the bill sent by the Provider to the Customer. If consolidated billing is utilized by your Distribution Utility, you will receive Utility Bill Credits on your electric utility bill based on the electricity generated by the Project and your Subscription Fee will be automatically taken from the credits you receive on your utility bill. If consolidated billing is utilized, you will not receive a separate bill from Provider.

c. Reserved

d. **Automatic Payment. Fees; Late Charges**. In addition to any other amounts the Customer agrees to pay in this Agreement, the Customer agrees to also pay the following:

   i. Late Payments.: Late payments will accrue interest at the lesserof
   ii. Twelve percent (12_%) annually or the maximum allowable by applicable law.

e. **Payment Obligations.** THE CUSTOMER AGREES THAT THE OBLIGATION TO MAKE THE PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY THE CUSTOMER HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS, INCLUDING BY THE CUSTOMER'S HEIRS AND ESTATE, AND, EXCEPT AS SET FORTH IN SECTIONS 21 AND 22, BELOW, THE CUSTOMER HEREBY WAIVES ALL RIGHTS THAT THE CUSTOMER MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE CUSTOMER'S UTILITY BILL CREDITS, OR TO GRANT A SECURITY INTEREST IN THE PROJECT OR THE CUSTOMER'S RIGHTS AND INTERESTS UNDER THIS AGREEMENT.

4. **Community Solar Eligibility; Adjustments to the Customer's Share; Access to Customer's Utility Data.**

a. **Eligibility Representations.** In connection with the Customer's eligibility for Utility Bill Credits and authority to enter into this Agreement, the Customer represents and warrants to the Provider that:

   i. The Customer is a retail customer of the Utility and the owner of the Customer's Utility Account, and
   ii. The Customer has the authority to enter into this Agreement on behalf of the Customer's Utility Account and the individual signing this Agreement on behalf of the customer is authorized to do so.

b. **Adjustments to the Customer's Share**. The Customer authorizes the Provider: (i) to make any adjustments to the Customer's Share that the Provider determines is reasonably necessary to comply with orders of governmental authorities or the requirements of the Utility and (ii) to assign the Customer's Share to a different project in the same load zone), in which case the Provider will give the Customer not less than thirty (30) days notice of the Substitute Project and thereafter, with respect to the ongoing obligations of the parties under this Agreement, each reference to the Project in this Agreement shall be deemed to be a reference to the Substitute Project.

c. **Authorization.** Buyer authorizes Seller to obtain and review consumption history and billing determinants from the Utility. This information will not be disclosed to a third party unless required by law or unless the third party is obligated to maintain the confidentiality of such information and disclosure is reasonably necessary for the administration of this Agreement. This authorization will be effective from the signature date of this Agreement until the expiration of the term or earlier termination of this Agreement. Buyer hereby consents to enrollment in the New York Public Service Commission's DG Program, and the Utility's programs for implementation thereof.

d. **Cooperation.** The Customer agrees to cooperate with the Provider and assist in preparing and obtaining any required documentation relating to the Customer's eligibility for Utility Bill Credits, including in the event of a Substitute Project.

5. **Obligations of the Provider**.

a. **Project Development and Completion**. Subject to the conditions set forth in Section 8, the Provider agrees to develop and complete the construction of the Project within twenty-four (24) months of the Agreement Date set forth on the Disclosure Form ("Effective Date"). Subject to the conditions set forth in Section 8, if the Interconnection Date does not occur on or before the twenty-four (24) month anniversary of the Agreement Date, then the Provider will pay the Customer liquidated damages of fifty dollars ($50) and this Agreement simultaneously shall terminate. Upon such a termination, neither party will have any further obligation or liability to the other under this Agreement.

b. **Project Operation; Delivery of Energy to Your Utility**. Beginning on the Interconnection Date, the Provider will operate the Project and will cause all electrical energy output of the Project to be delivered to the Utility. Per the Utility's community Distributed Generation tariff in effect at the time of this

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agreement

c. **Insurance.** The Provider will insure the Project and will be solely responsible for obtaining any insurance required by applicable law.

d. **Property Taxes; No Liens.** Property taxes on the Project will be the sole responsibility of the Provider. Under no circumstance will the Provider place a lien on the Customer's home or property.

6. **Reserved**.

7. **Indemnity**. To the fullest extent permitted by law, the Customer shall indemnify, defend, protect, save and hold harmless the Provider, its corporate affiliates and subsidiaries, and its and their employees, officers, directors, agents, successors, and assigns from any and all third party 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 the Customer's negligence or willful misconduct; provided, that nothing herein shall require the Customer to indemnify the Provider for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

8. **Conditions Prior to Interconnection Date and Sale of Utility Bill Credits**.

a. The Provider's obligation to cause the Interconnection Date to occur and to provide Community Solar Services is conditioned on the following items having been completed to its reasonable satisfaction:

i. Approval of this Agreement by one of the Provider's financing parties;

ii. Confirmation of rebate, and tax credit payment availability in the amount used by the Provider to calculate the economic viability of the project and to extend the Discount Rate set forth in this Agreement;

iii. Receipt of all necessary zoning, land use and building permits; and

iv. Confirmation that no materially adverse change to the regulatory environment or the financial prospects or viability of the Project has occurred since the Effective Date

b. The Provider may terminate this Agreement without liability or further obligation if, in its reasonable judgment, any of the above listed conditions (i) through (v) will not be satisfied for reasons beyond its reasonable control.

9. **Disclaimer of Warranty.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS, AND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CONSTRUCTION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE PROJECT.

10. **Transfer by the Provider.** The Customer agrees that the Provider may assign, sell, or transfer the Project and this Agreement, or any part of this Agreement, without the consent of the Customer. In the event of an assignment, sale or transfer, the Provider will transfer some or all of its rights and obligations under this Agreement to another party.

11. Ownership of the Project, Energy, Tax Credits, and Rebates.

a. The Customer agrees that the Project and the energy produced by the Project are the Provider's personal property. The Customer understands and agrees that this Agreement is for Community Solar Services and is not a contract to sell or lease the Project to the Customer or a contract to sell energy to the Customer. The Provider owns the Project and the energy produced by it for all purposes, including all data generated from the Project.

b. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY AND ALL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER NON-POWER ATTRIBUTES OF THE PROJECT OTHER THAN UTILITY BILL CREDITS ARE THE PROPERTY OF AND FOR THE SOLE BENEFIT OF THE PROVIDER, USABLE AT ITS SOLE DISCRETION. THE PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. THE CUSTOMER AGREES TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH THE UTILITY THAT WOULD ENTITLE THE UTILITY TO CLAIM ANY SUCH BENEFITS. THE CUSTOMER AGREES TO REASONABLY COOPERATE WITH THE PROVIDER SO THAT THE PROVIDER MAY CLAIM ALL SUCH TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE PROJECT. SUCH COOPERATION BY THE CUSTOMER MAY INCLUDE, BUT NOT BE LIMITED TO, TO THE EXTENT PERMITTED BY LAW, ENTERING INTO UTILITY BILL AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/ CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE, OR LOCAL GOVERNMENTS OR THE UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES, OR OTHER BENEFITS TO THE PROVIDER.

12. Moving or Transferring the Agreement.

a. The Customer may not assign, sell, or otherwise transfer this Agreement, without the prior written consent of the Provider. The Customer may, however, change the address and/or the Utility Account to which the Utility Bill Credits are applied provided: (i) the address for the new/replacement Utility Account address is within the Utility's service territory and (ii) such new/replacement Utility Agreement is also owned by Customer and able to utilize the same amount of Utility Bill Credits as the original Utility Agreement identified on the Customer Disclosure Form. The effective date of such change will be the date on which the Utility permits the Provider to make such change. The Provider will not be liable to the Customer for any Utility Bill Credits that are lost or are otherwise unavailable as a result of such address change.

b. Sale of the Customer's Premise; Transfer of this Agreement and the Monthly Payments. If the Customer sells or rents the premise associated with the Customer Utility Account set forth in this agreement and/or Customer Dashboard, the Customer may have the opportunity to transfer the rights and obligations of this Agreement to another person ("Proposed New Customer"), subject to approval by the Provider. The Proposed New Customer must meet the Provider's eligibility and credit requirements and must assume all rights and obligations under this Agreement. Transfer of this Agreement to a Proposed New Customer is subject to processing and approval by the Customer's Utility.

c. Notice and Transfer of Agreement. The Customer agrees to give Provider at least sixty (60) calendar days prior written notice if the Customer wants to transfer this Agreement to a New Customer Utility Account or to a Proposed New Customer. The Customer remains responsible for all obligations under this Agreement until such transfer is complete and Provider issues written notice releasing the Customer from this Agreement.

d. EXCEPT AS SET FORTH IN THIS SECTION, THE CUSTOMER WILL NOT ASSIGN, SELL, PLEDGE, OR IN ANY OTHER WAY TRANSFER THE CUSTOMER'S INTEREST IN THIS AGREEMENT WITHOUT PROVIDER'S PRIOR WRITTEN CONSENT.

13. Limitation of Liability.

a. THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES.

14. **Default.** The Customer will be in default under this Agreement if any of the following occurs:

a. The Customer fails to make any payment when it is due and such failure continues for a period of ten (10) days beyond the due date;

b. The Customer's Utility Account is closed or otherwise becomes ineligible to receive Utility Bill Credits and Customer does not transfer this Agreement in accordance with Section 12;

c. The Customer or the Customer's guarantor has provided false or misleading financial or other information to obtain this Agreement;

d. The Customer assigns, transfers, encumbers, sublets, or sells this Agreement without complying with Section 12; or

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e. The Customer or the Customer's guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer or a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

15. **Early Termination**

a. **by Customer**. The Customer can terminate this Agreement, without cost, at any time and for any reason, by providing ninety (90) days' advance written notice to Provider. Early termination by the Customer requires a minimum of ninety (90) days' advance written notice to the Provider. Termination by the Customer with less than ninety (90) days' advance written notice constitutes a default. There is no fee for terminating this Agreement, provided, however, **termination of the Agreement shall only become effective upon removal of Customer from participation in the community solar program by the local electric utility. Customer will continue to pay for credits allocated to their utility account even if those credits are allocated to their account after the termination date and this requirement shall survive any termination of this Agreement.**

b. **by Provider**. **Provider may terminate this Agreement at any time without fee upon delivery of 90 days' written notice. Provider may also terminate this Agreement at any time should the Customer fail to timely notify Provider of changes to their electric account, in the event of a default by Customer under this Agreement, or if there is a change in the program rules or incentives associated with the community solar program. Termination of the Agreement shall only become effective upon removal of Customer from participation in the community solar program by the local electric utility In the event of a termination of this Agreement, Customer will continue to pay for credits allocated to their utility account even if those credits are allocated to their account after the termination date and this requirement shall survive any termination of this Agreement.**

16. **Remedies in Case of Default; Early Termination by Customer.**

a. If the Customer is in default under this Agreement, including, for example, as a result of the Customer's early termination of the Agreement, the Provider may take any one or more of the following actions. If required by law, the Provider will give the Customer advance notice prior to taking any of these actions:

i. Terminate this Agreement;
ii. Take any actions reasonably necessary to correct the Customer's default or to prevent the Provider's loss, with any amount the Provider pays in connection with such actions being added to the amount the Customer owes the Provider and becoming immediately due;
iii. Reassign the Customer's Share of the Project, and the benefits therefrom, to another customer;
iv. Proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for the Customer's breach;
v. Recover from the Customer: (i) a payment equal to up to three (3) months of estimated Monthly Charges based upon the estimated first year annual energy production, subject to annual degradation of 1% per year, not to exceed the maximum sum of $200, plus all taxes, charges, penalties, interest and all sums then accrued or due and owing. If this fee is being assessed due to an early termination by Customer, Customer may avoid this termination fee by finding an eligible replacement subscriber or providing at least ninety (90) days' advance written notice prior to termination.; or
vi. Use any other remedy available to the Provider in this Agreement or by law.

b. The Provider may submit to credit reporting agencies negative credit reports that might be reflected on the Customer's credit record if the Customer does not pay any amounts due under this Agreement as required.

c. The Customer agrees to repay the Provider for all costs incurred by the Provider resulting from or in connection with the Customer's default.

d. By choosing any one or more of the remedies set forth above, the Provider does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, the Provider does not give up its right to use that remedy at a later time or in the case of a subsequent default.

17. **Force Majeure.**

a. Except for a Party's obligation to make payments when due under this Agreement, a Party's obligation to perform under this Agreement will be as a result of an event of Force Majeure. For purposes of this Agreement, a Force Majeure event means any event, condition, or circumstance beyond the control of, and not caused by, a Party's fault or negligence, and includes, without limitation, any failure to act caused by fire, flood, earthquake, severe weather, epidemics, pandemics, war, riots, terrorism, insurrection, sabotage, failure of the electric grid, or failure of equipment not utilized by Provider or under Provider's control, or the failure of the Project to produce electricity not caused by Provider's fault or negligence.

b. If a Party is unable to perform some or all its obligations under this Agreement because of an event of Force Majeure, the Party will be excused from its performance subject to the following:

i. the Party claiming the event of Force Majeure gives notice to the other Party of the event of Force Majeure, the anticipated duration of the event, and the Party claiming the event of Force Majeure takes commercially reasonable steps to assist in the termination of the event;
ii. the Party's suspension of performance is of no greater scope or longer duration than is required by the event of Force Majeure; and
iii. no obligation of the Party that arose prior to the event of Force Majeure is excused.

18. **Applicable Law.**

The laws of the State of New York shall govern this Agreement without giving effect to such state's conflict of laws principles. The Customer and the Provider hereby consent to the exclusive jurisdiction of the state or federal courts situated in the City of New York for the resolution of any disputes between the Customer and the Provider.

19. **Waiver.**

Any delay or failure of a party to: (i) enforce any of the provisions of this Agreement, including, but not limited to, any of the remedies listed in this Agreement, or (ii) require performance by the other party of any of the provisions of this Agreement, shall not be construed to be a waiver of such provisions or a party's right to enforce that provision or affect the validity of this Agreement.

20. **Notices.**

All notices under this Agreement shall be in writing by electronic mail, and deemed received on the delivery date shown on the records of the electronic email.

Notices to Provider shall be sent to the following address:
RWE Clean Energy Solutions, Inc.
100 Summit Lake Drive
Valhalla, NY 10595

or to Support- rweces_community_solar@rwe.com

Notices to the Customer shall be sent to the address first shown above. Either Party may change the address to which such notices are to be sent by no less than ten (10) days prior to written notice to the other Party.

21. **Entire Agreement; Changes.**

This Agreement sets forth the Parties entire agreement regarding the delivery of energy from the Customer's Share/Subscription Size, the allocation of the Customer's Utility Bill Credits, and the sale and purchase of Community Solar Services. There are no other agreements or understandings relating to the subject matter of this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both the Customer and the Provider. If any portion

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of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

22. Notice and Right to Cancel.

The Customer has the right to cancel this Agreement without penalty within three (3) business days after signing the Agreement by notifying RWE Clean Energy Solutions community solar Support at: (833-266-7527) or CESCommunitySolar@conedceb.com. The Customer is subject to a termination fee as described in Section 16 if the Customer terminates this Agreement after three (3) business days.

23. Customer Protections.

The services provided under this Agreement are governed by the terms of this Agreement and in the case of residential customers only, by the requirements of the New York Home Energy Fair Practices Act ("HEFPA"). The Provider will notify the Customer at least fifteen (15) days prior to the cancellation of service. In the event of non-payment of any charges owed to the Provider, the Customer may be subject to termination of service and the suspension of service under procedures approved by the New York Department of Public Service ("DPS"). Additional information is available by contacting DPS at 1- 800-342-3377, or by mail at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through the DPS website at: www.dps.state.ny.us.

THE CUSTOMER ACKNOWLEDGES AND AGREES HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, INCLUDING THE ATTACHMENTS AND ADDENDUM(S), IN ITS ENTIRETY, AND FURTHER ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COMPLETE COPY OF THIS AGREEMENT.

Subscriber Name:
Subscriber Signature: Date:
Provider Name: RWE Clean Energy Solutions, Inc
Provider Representative Signature: Date: