

## TERMS OF SERVICE (“AGREEMENT”)

**YOU MAY CANCEL THIS AGREEMENT IF IT HAS BEEN SIGNED BY A PARTY THERETO AT A PLACE OTHER THAN AN ADDRESS OF THE SELLER, WHICH MAY BE HIS MAIN OFFICE OR BRANCH THEREOF, PROVIDED YOU NOTIFY THE SELLER IN WRITING AT HIS MAIN OFFICE OR BRANCH BY ORDINARY MAIL POSTED, BY TELEGRAM SENT OR BY DELIVERY, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE SIGNING OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN A MASSACHUSETTS COMMUNITY SOLAR SYSTEM. THIS AGREEMENT, AND YOUR PAYMENT HEREUNDER, ENTITLES YOU TO EITHER (A) SOLAR BILL CREDITS ON THE ABOVE-REFERENCED ELECTRIC UTILITY ACCOUNT, WHICH MAY ONLY BE USED TO OFFSET ELECTRIC UTILITY CHARGES ON THAT ACCOUNT OR (B) AT THE SOLE DISCRETION OF YOUR ELECTRIC UTILITY, THE CASH VALUE OF SUCH SOLAR BILL CREDITS. YOU WILL NOT RECEIVE ANY OWNERSHIP INTEREST IN THE COMMUNITY SOLAR SYSTEM OR ATTRIBUTES, INCENTIVE PAYMENTS, SECURITIES OR COMMODITIES THAT MAY BE ASSOCIATED WITH THE COMMUNITY SOLAR SYSTEM, NOR ANY PROFIT (THROUGH ANY TAX CREDITS, REBATES, EARNINGS, CAPITAL APPRECIATION OR OTHERWISE) RELATED TO EITHER THE COMMUNITY SOLAR SYSTEM OR ENTERING INTO THIS AGREEMENT.**

### Description of Community Solar System

You will be assigned to a Clearway Community Solar System (the “Community Solar System”) which shall comply either with (x) the Solar Massachusetts Renewable Target regulations, 225 C.M.R. 20.00, associated guidelines, and utility tariff (the “SMART Rules”) or (y) the Massachusetts net metering regulations, 220 C.M.R. 18.00, associated guidelines, and utility tariff (the “Net Metering Rules”). If you are assigned to a Community Solar System governed by the (x) SMART Rules, the Community Solar System shall be a solar photovoltaic system comprised solely of one or more Solar Tariff Generation Units located in your current Electric Utility service territory set forth above or (y) Net Metering Rules, the Community Solar System shall be a solar photovoltaic system comprised solely of one or more Solar Net Metering Facilities located in your current Electric Utility service territory and in the ISO New England load zone as set forth above (as applicable, each a “Service Territory”). For each kilowatt-hour of net excess electricity generated by the Community Solar System in a monthly billing period, the Electric Utility will provide a bill credit with a dollar value calculated pursuant to the SMART Rules or the Net Metering Rules, as applicable (a “Solar Bill Credit”). Subject to the terms and conditions of this Agreement, you will be allocated Solar Bill Credits based on the actual monthly net excess generation of the Community Solar System and your allocation amount, which will be set in accordance with the SMART Rules or Net Metering Rules, as applicable, and designed to offset up to 100% of the annual electricity bill, or such lesser amount as allowed by the SMART Rules, Net Metering Rules, or other applicable rules and regulations and as may be adjusted during the term of your Agreement based on your electricity usage after we notify you of the change in writing (the “Subscription Size”).

Your allocated portion of the Solar Bill Credits is derived from the amount of net excess electricity generated by your Subscription Size of the Community Solar System. It will be expressed as a percentage of the total generation of the Community Solar System determined by dividing your Subscription Size by the total capacity of the Community Solar System (the “Allocation Percentage”). Clearway Community Solar will notify you of your Subscription Size and Allocation Percentage prior to the Production Start Date for the Community Solar System. The Solar Bill Credits allocated to you will appear on the Electric Utility invoice and will offset charges that appear on that invoice. If you are assigned to a Community Solar System governed by the Net Metering Rules, the Solar Bill Credits allocated to you will either (A) appear on your Electric Utility invoice and will offset charges that appear on that invoice or (B) at the sole discretion of your Electric Utility, be paid to you in cash by the Electric Utility. In the event that the utility elects to make a cash payment for the Solar Bill Credits, Clearway Community Solar reserves the right, in its sole discretion, to offset the amount of such cash payment against your Clearway monthly invoice under this Agreement and pay any remaining Solar Bill Credit amounts owed to you in cash quarterly. In the event that Clearway elects the Net Crediting Model with consolidated billing (each, a “Consolidated Bill”) for its customers subscribed to the Community Solar System, as defined in the applicable utility tariffs, customers will receive one bill from the Electric Utility which includes the charges from Clearway under this Agreement. Clearway reserves the right, in its sole discretion at any time, to elect (i) the Net Crediting Model using a Consolidated Bill for customer payment obligations or (ii) for Clearway to bill customers separately.

**Project Owner: Clearway Community Solar LLC** a Delaware limited liability company, located at 100 California Street, Suite 650, San Francisco, CA 94111 (together with its successors and assigns, "Clearway", "Owner", "Project Developer", "we", or "us").

Customer may be referred to as "you", "your", "Subscriber", or "Customer". The two parties above are collectively the "Parties" and each a "Party" to this Agreement.

### 1. Subject and Contents of Agreement:

Pursuant to this Agreement, in consideration for your payments, you will be entitled to receive the Solar Bill Credits generated by the portion of the Community Solar System equal to your estimated Subscription Size as listed in the Disclosure Form as provided on Exhibit 2. Your Subscription Size does not represent an ownership or other interest in the Community Solar System, or in any solar panel or other equipment or the real estate on which the Community Solar System is located, nor does it entitle you to receive any portion of the actual electricity generated by the Community Solar System or of any attributes, other incentive payments, or commodities associated with the Community Solar System or such electricity other than the Solar Bill Credits. You acknowledge that this is a service contract and Clearway Community Solar is not a utility. This Agreement is comprised of the body of the Agreement and the following attached exhibits:

**Exhibit 1** is the Notice of Cancellation to be used if you decide to cancel this Agreement.

**Exhibit 2** is a required Disclosure Form for Community Solar Projects governed by the SMART Rules describing your community solar subscription details.

### 2. Term:

- a) The term of this Agreement (the "Term") begins after it is signed by you, unless terminated earlier pursuant to the terms hereof, will end on the twentieth (20th) anniversary of the first day of the first full month of commercial operation of the Community Solar System ("Production Start Date").
- b) We will advise you of the Production Start Date.
- c) WE MAY REJECT YOUR ENROLLMENT FOR ANY REASON BEFORE THE PRODUCTION START DATE SHOULD YOU NOT MEET UNDERWRITING REQUIREMENTS OR FAIL TO PROVIDE ANY REQUIRED DOCUMENTATION, SUCH AS PAST UTILITY BILLS. WE SHALL HAVE NO OBLIGATIONS UNDER THIS AGREEMENT UNTIL WE INFORM YOU IN WRITING THAT YOUR ENROLLMENT IS COMPLETED AND YOU ARE ELIGIBLE TO RECEIVE SOLAR BILL CREDITS.
- d) You may cancel this transaction, without any penalty or obligation, by submitting the Notice of Cancellation to us at any time prior to midnight of the third (3rd) business day after the signing of this Agreement ("Rescission Period"). See Exhibit 1, the attached Notice of Cancellation form for an explanation of this right.
- e) We may deliver a copy of the Agreement to you by electronic means (e.g., via email or download).

### 3. Early Termination; Change in Law:

- a) **Rescission.** You may rescind this transaction during the Rescission Period as explained in Section 2(d).
- b) **Cancel Any Time.** You may cancel this Agreement any time after the Rescission Period through the end of the Term by providing us at least sixty (60) calendar days' written notice ("Notice Period") and paying a **\$0 cancellation fee ("Cancellation Fee")**. When you cancel, Clearway Community Solar is required to submit an allocation form with updated Solar Bill Credit allocation information to your Electric Utility. Clearway is not permitted to submit updated

allocation forms for the Community Solar System more than four times per calendar year in the Commonwealth of Massachusetts. Due to those limitations, your termination date ("Termination Date") may not occur until three (3) full months of billing cycles after expiration of the Notice Period. You will be responsible for all Monthly Payments and accrued fees due through the Termination Date, and you will continue to receive Solar Bill Credits through the Termination Date unless the account number on file at the time of cancellation is no longer valid. The Cancellation Fee will be waived upon receipt by Clearway Community Solar of documentation reasonably evidencing Customer's death prior to the end of the Term.

- c) **Moving.** If you move to a new residence you are obligated to provide us written notice of your new residence address at least sixty (60) calendar days prior to your move. We reserve the right to require that you provide additional evidence documenting your move.

**If you move to a new residence and continue to be a customer in the Service Territory and we successfully enroll your new account under the applicable Electric Utility tariff, you agree to take this Agreement with you.**

This Agreement will continue, but you must provide us sixty (60) calendar days' advance written notice of your new residence address and new retail electric service account information. Your Termination Date may not occur until three (3) full months of billing cycles after expiration of the Notice Period. In the likely event that you open a new Electric Utility account at your new address within the Service Territory, your new account may be subject to utility review and approval for enrollment under its applicable tariff. We are not responsible for any actions or inactions by your Electric Utility. You will be responsible for all Monthly Payments due under this Agreement regardless of when any such changes take effect.

**If you move to a new residence and, provide us with sixty (60) calendar days' notice with acceptable proof that you moved outside of the Service Territory, no Cancellation Fee will be charged.**

You will be responsible for all payments (including, as applicable, estimated payments) due under this Agreement through the last full billing cycle and the partial billing cycle (if applicable) for up to three (3) full months of billing cycles after expiration of the Notice Period. Clearway Community Solar will continue to direct your Electric Utility to place Solar Bill Credits on your utility bill until the earlier of: (1) the end of the billing cycle during which the three (3) full months of billing cycles period expires, and (2) the date your Electric Utility account is closed. Upon presenting acceptable proof of your move outside of the Service Territory, we will confirm in writing that you owe no cancellation fees other than payments required under this paragraph (or, if we have invoiced, we will refund that payment above the payments required in this paragraph).

- d) **Cancellation by Clearway.** Clearway Community Solar may terminate this Agreement upon written notice to you (i) at any time prior to the Production Start Date, (ii) at any time after the Production Start Date due to a change in law or regulation or interpretation thereof, or (iii) at our discretion. If we terminate this Agreement, we will not have any liability to you. We may terminate due to a change in law, regulation, interpretation thereof, decision, determination, or order related to the Community Solar System ("Change in Law") if: (i) as a result of the Change in Law you are no longer entitled to receive Solar Bill Credits on your bill, or (ii) the Change in Law, a change in utility rate structure, a change in the relationship between your Subscription Rate and the Solar Bill Credit has, or is reasonably expected to have, a material adverse effect on us or the applicable Community Solar System. You will be obligated to make payments to us for any Solar Bill Credits or estimated payments generated through the Termination Date.

e)

MOVE TERMS	NOTICE PERIOD*	FEE
<b>Moving Inside Service Territory &amp; Taking Service with You</b>	60 days	\$0
<b>Moving Outside Service Territory with Proof of Move</b>	60 days	\$0
CANCELLATION TERMS		
<b>Cancel Any Time for Any Reason</b>	60 days	\$0

\* You will be responsible for all Monthly Payments and accrued fees due from the date you provide us written Notice of Cancellation up to three (3) full months of Clearway billing cycles after expiration of the Notice Period.

#### 4. Payments:

Following the Production Start Date, beginning on the first day on which Solar Bill Credits are assigned to your utility account (“Service Commencement Date”), you are responsible for paying the amount shown on monthly invoices sent by us to you. You shall make the payments set forth on each monthly invoice on or before the due date set forth on such invoice. For each monthly billing period, you will be billed based on the dollar amount of your Solar Bill Credits which shall be calculated using one or more of the following: (i) a report from the Electric Utility with the dollar amount of Solar Bill Credits generated by the Community Solar System; (ii) an estimate of your Solar Bill Credits generated by the Community Solar System; and/or (iii) we may ask you for your most recent utility bill and you must provide a legible copy or image within five (5) business days. We will use the information on your utility bill or estimated utility bill to calculate the amount you owe us each month, which will be equal to the product of (i) one (1) minus **your discount rate of seven percent (7%)**, multiplied by (ii) the dollar amount of your Solar Bill Credits, as determined by your Electric Utility (each, a “Monthly Payment”). The Monthly Payment will vary from month to month. You acknowledge that the appearance of Solar Bill Credits that the Electric Utility reports to us will generally be for net excess electricity generated by the Community Solar Facility during the prior Electric Utility billing month and may be subject to further Electric Utility delay, and that the appearance of Solar Bill Credits allocated to your Electric Utility account may also be subject to similar delays. Clearway reserves the right to elect a Consolidated Bill, if permitted by the applicable utility tariff.

- a) Payments may be made by your choice of check, money order, credit card, or debit card or by authorizing us to charge amounts automatically to your credit or debit card or deduct amounts automatically from your checking or savings account. To authorize automatic payments, you may enroll by logging into your customer portal account at [www.my-clearway.com](http://www.my-clearway.com) or by calling us at 855-712-7508. **If you authorize automatic payments, then after the first three consecutive months of such payments, you will receive a credit of forty dollars (\$40.00) to your account on the following month’s invoice.** If you elect to make payments by check or money order then you are responsible for mailing your payment to the following address:

**Clearway Community Solar**  
**Attention: Remittance Processing**  
**P.O. Box 4387**  
**Portland, OR 97208**

- b) You agree to pay interest on payments more than thirty (30) calendar days past due of 1% per month, but not more than the maximum interest rate permitted by law, together with any reasonable collection costs, attorneys’ fees, court costs, and post-judgment collection fees. You also agree to pay a return check fee or payment denial fee of twenty-

five dollars (\$25), but not more than the maximum permitted by law, each time your bank refuses or returns your check or electronic debit payment (as applicable).

- c) **Estimated Taxes:** The Monthly Payments do not include applicable taxes. If applicable, you agree to pay, in addition to the specified Monthly Payment, any applicable federal, state or local sales and use taxes, and any other governmental charges on or related to this Agreement, as invoiced by us or imposed directly by your local jurisdiction, unless prohibited by law.
- d) **Billing Adjustments:** We will determine the amount of Solar Bill Credits generated by the Community Solar System based upon information provided to us by the Electric Utility, which in turn will be based on the Electric Utility's metering device at the location of the Community Solar System. In the event that we become aware of an error on an invoice for a prior billing period arising from an Electric Utility error or malfunctioning metering device, we will endeavor to promptly resolve the discrepancy with the Electric Utility, and, to the extent that the Electric Utility corrects that amount of Solar Bill Credits, we will provide a billing adjustment on your next invoice from us.

## 5. Customer Acknowledgments, Rights and Obligations:

- a) Except as expressly set forth in the Agreement, you will not have any rights or obligations with respect to the development, financing, construction ownership, operation or maintenance of the Community Solar System.
- b) You have no ownership or other interest in the Community Solar System or the actual electric generation of the Community Solar System and other than your allocated portion of the Solar Bill Credits, no right with respect to any attribute, incentive payment, or commodity associated with the Community Solar System or such electric generation, nor shall you have any right to access the Community Solar System.
- c) You agree that you will cooperate with us as reasonably necessary to facilitate the compliance of this Agreement and the Community Solar System with any regulatory requirements affecting this Agreement and in effect from time to time. You further agree to execute, and to assist us in obtaining, all documentation related to the implementation of this Agreement and the receipt of Solar Bill Credits hereunder. You specifically acknowledge and agree that, at our request, you will promptly provide us with information about the Electric Utility billing history and you will promptly review and countersign any updated SMART Participant Customer Disclosure Form that we send you from time to time.
- d) You acknowledge that you are responsible for maintaining the customer account with the Electric Utility and you understand that the Solar Bill Credits you are allocated under this Agreement will appear on the Electric Utility invoice and may only cover a portion of those charges. Any charges not covered by the Solar Bill Credits are your responsibility.

### **What happens if the Electric Utility account number at your current residence changes?**

If the Electric Utility account number at your current residence changes, then you are obligated to provide us with written notice of your new Electric Utility account number. We will coordinate with the Electric Utility to have Solar Bill Credits reassigned to your new account. You will be responsible for all payments due under this Agreement regardless of when any such changes take effect.

- e) You agree that, as between you and us, we are the owner of, and have the sole right to claim and receive any and all tax, environmental or other attributes or credits, incentive payments, grants, subsidies, renewable energy attributes or credits (including, without limitation, any and all renewable energy certificates or "RECs"), carbon offset credits,

rebates, capacity payments or other benefits related to the Community Solar System and/or the electricity generated by the Community Solar System (collectively, "Incentives"), and any other benefits of ownership of the Community Solar System, both presently and in the future. You acknowledge that the Solar Bill Credits you receive from the Community Solar System are not considered renewable energy or solar power for the purposes of federal, state and local policy incentive purposes, and you further agree not to make any claims or representations to the contrary, or take any actions, which would conflict with our rights to any Incentives, including any environmental or renewable energy attributes.

- f) By signing this Agreement, you agree that, as allowed by applicable law, we may periodically: (a) access your consumer credit report(s) and credit score(s) with all or any of the following entities: Experian, TransUnion, Equifax, FICO, or any other entity that provides consumer financial information; (b) furnish information related to your account to credit reporting agencies; and (c) disclose information obtained to our affiliates and our actual or prospective financing partners, investors, insurers, and acquirers of all or a portion of our business or assets for the purpose of evaluating your creditworthiness. We may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free, 1-888-5-OPTOUT (1-888-567-8688).

## **6. Clearway Community Solar's Rights and Obligations:**

- a) We will use reasonable efforts to maintain a web-based online monitoring platform, accessible by you and other customers, so you and each other customer can view the Community Solar System's periodic energy production.
- b) We will claim and receive any and all Incentives, and any other benefits of ownership of the Community Solar System, both presently and in the future.

## **7. Customer Representation:**

By signing this Agreement, you represent that you (i) are an individual at least eighteen (18) years of age, and (ii) have authority to make decisions pertaining to the Electric Bill shown on the Disclosure Form.

## **8. Assignment:**

We may assign, sell, pledge or transfer this Agreement without your consent and without prior notice to you. Upon any such assignment, sale or transfer, the assignor shall be released from all future obligations under this Agreement. You may not assign, sell, pledge or otherwise transfer this Agreement (or any interest therein) to a third party without our prior written consent, which we may withhold in our sole discretion.

## **9. Insurance Risk of Loss:**

We will insure the Community Solar System and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Community Solar System during the Term.

## **10. EVENTS OF DEFAULT; REMEDIES:**

- a) YOU WILL BE IN DEFAULT OF THIS AGREEMENT IF YOU SELL, PLEDGE, ASSIGN, OR TRANSFER YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. Additionally, you will be in default if:
- (i) you do not make a payment within ten (10) calendar days after the date the payment is due;

- (ii) you violate any other obligation under this Agreement and such violation continues for fifteen (15) calendar days after you receive written notice;
  - (iii) you provide false or misleading information to us; or
  - (iv) you voluntarily commence bankruptcy, insolvency, reorganization, stay, or similar debtor- relief proceedings, or if any of the foregoing proceedings are brought involuntarily against you, or if you become insolvent or generally do not pay debts as they become due, or admit in writing your inability to pay debts, or make an assignment for the benefit of creditors.
- b) If you are in default under this Agreement, we have the right to take one or more of the following actions and any other action available to us under this Agreement or at law or in equity:
- (i) take action to prevent loss, correct your default, or otherwise enforce performance of this Agreement, by court action or otherwise;
  - (ii) terminate this Agreement and your interest in the Solar Bill Credits; or
  - (iii) seek damages for your default, as reasonably calculated by us, including:
    - (1) all accrued and unpaid payments under the Agreement, taxes, fees, penalties, interest and all other amounts then accrued or due and owing under this Agreement;
    - (2) the present value of payments you would have paid under this Agreement for the remainder of the Term; and
    - (3) reasonable compensation (on a net after tax basis assuming a tax rate of 21%) for the loss or recapture of any Incentives or their benefits to the extent attributable to your breach. Additionally, you agree to pay us for all reasonable costs and expenses we incur due to your default, including costs and expenses to prevent loss, correct your default, or take other action permitted under this Agreement. If we choose to exercise a remedy, we are not restricted from exercising other remedies. If we choose not to exercise a remedy, we are not restricted from exercising that remedy in the future.
- c) If any of the remedies set out herein are considered an accelerated payment under this Agreement and if such payment is prohibited by law, we reserve the right to pursue any and all other remedies set out in this Agreement and those remedies available at law and in equity.

## 11. Force Majeure:

We shall not be in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by us of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; riots; vandalism; regional strikes or other significant regional labor disputes; a governmental authority's actions or failure to act; a utility's actions or failure to act, including any curtailment of the Community Solar System; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within our reasonable control and which, by the exercise of reasonable diligence, we are unable to prevent. We shall have the option of terminating this Agreement if a Force Majeure event continues for thirty (30) calendar days or more.

If we terminate this Agreement due to continuing Force Majeure event, you shall be responsible for making any and all payments and any other applicable payments for Solar Bill Credits you receive based on generation of the Community Solar System up to the Termination Date.

## 12. Governing Law:

This Agreement is governed by the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law, together with any applicable federal law.

## 13. Notices; Contact:

- a) All notices, requests, statements and other communications under this Agreement must be made in writing or to the email address provided by you and will be considered to have been properly given and received:
- i. if by hand delivery or email, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement;
  - ii. if sent by mail, on the third (3) business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or
  - iii. if by overnight Federal Express or other reputable overnight express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.
- b) **Contact information:**

Clearway Community Solar

Web address: [www.clearwaycommunitysolar.com](http://www.clearwaycommunitysolar.com)

P.O. Box 3528, Houston, TX 77253 1-855-712-7508

[customersupport@clearwayenergy.com](mailto:customersupport@clearwayenergy.com)

## 14. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER:

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THIS AMOUNT OF LIABILITY IS YOUR SOLE AND EXCLUSIVE REMEDY, AND YOU HEREBY WAIVE ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY.
- b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OUR OBLIGATIONS OR THE COMMUNITY SOLAR SYSTEM. WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTY THE AMOUNT OF ELECTRICITY OR SOLAR BILL CREDITS TO BE GENERATED BY THE COMMUNITY SOLAR SYSTEM.

## 15. INDEMNIFICATION:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR SUCCESSORS AND ASSIGNEES, AND OUR AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS AND AGENTS, FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, COSTS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), PENALTIES, DEMANDS AND LIENS ASSERTED BY OR RESULTING FROM CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY, OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

P.O. BOX 3528, HOUSTON, TX 77253-3528 | (P) 855-712-7508 | CUSTOMERSUPPORT@CLEARWAYENERGY.COM

WWW.CLEARWAYCOMMUNITYSOLAR.COM

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## 16. Arbitration of Claims; Waiver of Jury Trial:

Any dispute, disagreement or claim between you and Clearway Community Solar arising out of or in connection with this Agreement, which cannot be amicably resolved by the Parties shall be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association, if applicable (the "AAA Consumer Rules"). In the event of a conflict between the provisions of the AAA Consumer Rules and the provisions of this Agreement, the provisions of this Agreement shall govern. Any in-person arbitration proceedings shall be conducted at a location that is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, the determination shall be made by the AAA. This Agreement to arbitrate is governed by the Federal Arbitration Act.

While a dispute, disagreement or claim is being resolved under this Section 16, both Parties shall continue to perform their obligations under this Agreement. The arbitration shall be conducted by one arbitrator appointed in accordance with the AAA Consumer Rules.

- a) YOU AND CLEARWAY COMMUNITY SOLAR AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS ARBITRATION CLAUSE REPLACES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND CLEARWAY COMMUNITY SOLAR AS TO WHETHER CLASS OR COLLECTIVE ARBITRATION IS AVAILABLE UNDER THIS AGREEMENT, EITHER PARTY MUST SUBMIT SUCH DISPUTE TO A COURT HAVING JURISDICTION, AND DOING SO WILL NOT WAIVE THE RIGHT TO ARBITRATE ANY OTHER DISPUTE UNDER THIS AGREEMENT. OTHER RIGHTS THAT YOU OR CLEARWAY COMMUNITY SOLAR WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- b) The award of the arbitrator (the "Arbitration Award"): (i) shall be conclusive, final, and binding upon the Parties; and (ii) shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims presented to the arbitrator. Judgment on the Arbitration Award may be entered in any court having jurisdiction.
- c) If you initiate the arbitration, you will be required to pay the first \$200 of any filing fee. If we initiate the arbitration, we will pay the initial filing fee. All other filing fees, administrative fees charged by the AAA, any AAA expenses, and arbitrator compensation and expenses of the arbitrator, including required travel and other expenses, as well as any costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne in accordance with the Costs of Arbitration section of the AAA Consumer Rules. We will each bear all of our own attorneys' fees and costs.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION PROVISION TO NEUTRAL ARBITRATION, WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

## 17. Entire Agreement; Modifications in Writing; Survival:

This Agreement, including its Exhibits, contains the entire agreement between the Parties regarding the Community Solar System and supersedes and replaces any previously executed Community Solar Terms of Service between the Parties for the same utility account number. There are no other agreements between the Parties regarding the Community Solar System for

the Electric Bill on the Disclosure Form, either written or oral. Any amendment or other change to this Agreement must be in writing and signed by both Parties. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement. If any portion of this Agreement cannot be enforced, the unaffected portions will remain in effect. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any rights to which you are entitled by any statute or regulation.

**18. Third Party Beneficiaries; Miscellaneous:**

No person that is not a party to this Agreement has any right to enforce any term of this Agreement. All rights, powers and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law or otherwise. The terms of this Agreement that expressly or by their nature survive termination shall continue after the termination until fully performed. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument.

**19. NOTICE TO CUSTOMER:**

**DO NOT SIGN THIS AGREEMENT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

**THE DATE OF THIS AGREEMENT AND THIS TRANSACTION IS: \*SEE CERTIFICATE OF COMPLETION\***

**THIS AGREEMENT REPLACES ANY PREVIOUS AGREEMENTS FOR THE SAME UTILITY ACCOUNT SHOWN ON THE DISCLOSURE FORM.**

**YOU, THE SUBSCRIBER, HAVE A STATUTORY RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

BY SIGNING ELECTRONICALLY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ITS EXHIBITS IN THEIR ENTIRETY, AND THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT. **IF WE REJECT YOUR ENROLLMENT FOR ANY REASON, WE WILL INFORM YOU VIA EMAIL OF OUR DECISION.**

**To the extent applicable, any acceptance of this Agreement by affirmation using an electronic signature shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.**

# EXHIBIT 1

## NOTICE OF CANCELLATION

(Your copy)

Signed Date: \*SEE CERTIFICATE OF COMPLETION\*

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, 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 residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, 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 the contract.

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 Clearway Community Solar at P.O. Box 3528, Houston, TX 77253-3528 NOT LATER THAN MIDNIGHT OF THREE BUSINESS DAYS FOLLOWING THE TRANSACTION DATE ABOVE, OR LATER IF ALLOWED BY THE TERMS OF THIS AGREEMENT.

I HEREBY CANCEL THIS TRANSACTION.

Signed:

Customer's Printed:

Date:

Utility Account No.:

Meter Address:

# EXHIBIT 1

## NOTICE OF CANCELLATION

(Clearway Community Solar copy)

Signed Date: \*SEE CERTIFICATE OF COMPLETION\*

You may **CANCEL** this transaction, without any Penalty or Obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, 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.

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**I HEREBY CANCEL THIS TRANSACTION.**

Signed:

Customer's Printed:

Date:

Utility Account No.:

Meter Address:

# EXHIBIT 2

## Disclosure Form

**SOME COMMUNITY SOLAR SYSTEMS REQUIRE THE FORM CONTAINED IN EXHIBIT 2. IT IS DELIVERED VIA EMAIL SEPARATELY TO YOU.**

- **If you are assigned to a Community Solar System governed by SMART Rules, Exhibit 2 is required by the Massachusetts Department of Energy Resources (“DOER”). And, Clearway will deliver a copy of this form to DOER to complete your enrollment with Clearway.**
- **Clearway will inform you in writing of your final System and Subscription Information contained in Exhibit 2.**

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**