

## SUMMARY OF TERMS

Initial Cost	\$0
Discount to Electric Utility Rate for Bill Credits	10%
Cancellation Fee	\$0
<i>Please see below for details regarding the Subscription Rate, term, and renewal.</i>	

### GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Subscriber Agreement (this “Agreement”) is entered into by and between Nautilus Community Solar, LLC (“Owner”) and you (“You” or the “Subscriber”) (each individually, a “Party,” and collectively, the “Parties”).

**Owner:** Owner (or its designee) will operate and maintain a renewable energy facility (a “Project”), deliver the energy generated by the Project to the regulated electric utility in your coverage area (the “Electric Utility”), and instruct the Electric Utility to allocate a portion of any credits (“Bill Credits”) arising under the applicable renewable energy program (as further defined in the State-Specific Disclosures, the “Program”) to You.

**Subscriber:** You agree to pay a discounted rate each month (the “Subscription Rate”) for Owner’s allocation of Bill Credits to You, as described below.

15. **SUBSCRIPTION RATE.** The Subscription Rate will be (a) a ten percent (10%) discount to the Electric Utility’s rate for Bill Credits, calculated as ninety percent (90%) multiplied by the Applicable Rate, defined in Section 3(a)(iii).

#### 16. PROGRAM MECHANICS.

(1) **Program Mechanics.** Through this Agreement, when a Project with available capacity becomes available to Owner, You will participate in the Program, subject to meeting the eligibility criteria set forth in Section 7. The Program enables You to receive credits on Your electric bill for energy delivered by a renewable energy facility to the Electric Utility, as follows:

(i) In accordance with the Program requirements, Owner will allocate a portion of the Project’s output (“Percentage Allocation”) to any or all account(s) with the Electric Utility chosen by Owner that are owned

by You, eligible under the Program, and associated with a service address (the “Service Address”) in the Electric Utility’s service territory (any such account, “Your Electric Utility Account”), and inform the Electric Utility of the Percentage Allocation.

(vi) Each month, the Electric Utility will apply any Bill Credits arising under the Program to Your Electric Utility Account bill. The Bill Credits will be calculated as the product of (A) the total energy generated by the Project and delivered to the Electric Utility (in kWh), (B) the Percentage Allocation (A and B together, the “Monthly Allocation”), and (C) the Applicable Rate.

(vii) The “Applicable Rate” is the per kWh monetary value of Bill Credits under the Program. For purposes of calculating the Subscription Rate, Owner will use the Applicable Rate (A) as stated on Your bill from the Electric Utility or (B) as published by the Electric Utility for the applicable period. Owner will only use method “(B)” if the Electric Utility does not state the Applicable Rate on Your bill or if such bill is not available to Owner.

(25) **Reporting.** Owner will send You a report each month and once each year setting forth the total amount of Bill Credits You have received and the total amount that You have paid to Owner. If the Electric Utility does not state the Applicable Rate on Your bills from the Electric Utility or if such bills are not available to Owner, Owner will estimate the amount of Bill Credits using the Applicable Rate as published by the Electric Utility for the applicable period.

(26) **Adjustments.** You agree that Owner may (in its sole discretion) modify the Percentage Allocation to (i) comply with the rules governing the Program, the Electric Utility’s tariff, rules, and requirements (collectively, the “Tariff”), or applicable law; (ii) maximize allocations of Bill Credits to You, subject to available Project capacity and the requirements of the Project’s other subscribers; or (iii) enable a change in the Project, including temporarily setting the Percentage Allocation to zero. You further agree that

Owner may allocate any excess Bill Credits accumulated by the Project (“Excess Bill Credits”) to You, subject to the rules governing the Program, the Tariff, and applicable law. You shall pay for Excess Bill Credits at the Subscription Rate (or such other rate required under the Program rules, the Tariff, or applicable law), as set forth in the applicable invoice.

#### 17. CONSOLIDATED BILLING, INVOICING AND PAYMENT.

(27) **Consolidated Billing.** If You have authorized Owner to provide you with consolidated billing, and if Owner is not restricted by the Tariff or applicable law, within ninety (90) days following the Effective Date, Owner will provide you with consolidated billing as part of the Services. This means that Owner will (i) receive Your bill from the Electric Utility on Your behalf; (ii) consolidate the charges therein with any applicable savings from the Program and any amounts You owe to Owner, including for its allocation of Bill Credits to You pursuant to this Agreement, calculated as the Monthly Allocation multiplied by the Subscription Rate; (iii) send You one consolidated monthly bill; and (iv) receive Your payment and remit payment on Your behalf to the Electricity Utility and any applicable other parties as Your agent.

(28) **Invoicing.** If You have not authorized Owner to provide you with consolidated billing, or if Owner is restricted from provided consolidated billing, Owner will send You an invoice each month after the Service Term Start Date. Invoices will reflect (i) any amounts owed by You to Owner for its allocation of Bill Credits to You, calculated as the Monthly Allocation multiplied by the Subscription Rate. The invoice due date will be no less than ten (10) days after the invoice has been sent.

(29) **Payment Method.** You may pay the amount due by authorizing an automatic payment from Your checking account or credit card. If You authorize payment via credit card, You will be charged a 2.9% processing fee to cover credit card transaction fees.

(30) **Late Fees.** Any amount owed by You under this Agreement that is not paid within twenty (20) days of the due date set forth on the applicable invoice will accrue interest annually at eight percent (8%) (or the maximum rate permitted under applicable law, if less). If You authorize an automatic payment method pursuant to

**Section 4(c)**, You agree that the late fees described in this **Section 4(d)** may be assessed automatically via electronic fund transfer from Your designated account when Owner processes the next automatic payment of a monthly or final invoice.

#### 18. **EFFECTIVE DATE; TERM; RENEWAL**

(1) **Effective Date.** This Agreement becomes effective on the date that it is signed or electronically agreed to by You (the "Effective Date").

(2) **Service Term.** The initial service term shall commence on the first day of the first month for which the Electric Utility has applied a Bill Credit to Your Electric Utility Account (the "Service Term Start Date"). The initial service term shall expire either (a) on the twentieth (20<sup>th</sup>) anniversary of the Service Term Start Date (the "Initial Service Term" and together with any Renewal Term, the "Service Term"); or (b) in the case where You qualify under Maryland's Low and Middle Income requirements, on the thirtieth (30<sup>th</sup>) day after the Service Term Start Date (the "Initial Service Term" and together with any Renewal Term, the "Service Term").

(3) **Renewal.** This Agreement shall automatically renew, and the Service Term shall be automatically extended, for one (1) year terms (each, a "Renewal Term") until the earlier of (i) a termination by You or Owner in writing to the other Party at least thirty (30) days in advance of the last day of the Service Term and (ii) the thirtieth (30th) anniversary of the Service Term Start Date.

#### 19. **TAXES.**

(1) **Federal Tax Matters.** Subscriber and Owner agree that (i) the purchase and sale of the services described in this Agreement (the "Services") shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option that would result in this Agreement being treated as other than a service contract under Internal Revenue Code Section 7701(e).

(2) **State Tax Matters.** Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Services (and any other transaction contemplated by this Agreement) by any governmental authority having jurisdiction over Subscriber, the Project, or Owner if any.

#### 20. **SERVICE TERM REQUIREMENTS; ELIGIBILITY; CUSTOMER AUTHORIZATIONS.**

(1) **Service Term Requirements.** The obligation of Owner to allocate a Percentage Allocation from a Project to You, and initiate the Service Term is subject to the satisfaction of the following conditions, and Owner may terminate this Agreement if any of the following conditions are not satisfied:

(i) Subscriber meets the Program criteria (the "Eligibility Criteria") set forth in Subscriber's State- Specific Disclosures and any other criteria under the Program or applicable law.

(ii) A Project becomes available to Owner and such Project is commercially viable, as determined by Owner in its sole discretion, including through evaluation and confirmation of the development of the Project, the availability of anticipated incentives, rebates, tax credits or deductions, or other benefits, and any changes to the Program or applicable law;

(iii) The representations made by You in **Section 9(b)** are true and complete;

(iv) This Agreement has been approved by Owner's financing partners; and

(v) Subscriber meets Owner's credit criteria, as determined by Owner in its sole discretion.

(31) **Creditworthiness.** In connection with the foregoing, You authorize Owner to perform a credit check and to share Your credit information with Owner's or third-party financing partners to determine Your satisfaction of applicable credit criteria.

(32) **Income Verification.** In connection with Your application to receive a ten percent (10%) discount to the Applicable Rate, You authorize Owner to work with third-parties to verify Your household income, and to share Your income information with Owner's or third-party financing partners to determine Your satisfaction of applicable income criteria, pursuant to applicable consumer protection laws.

#### (33) **Subscriber Utility Account Authorizations.**

In connection with the Services, You agree to provide to Owner Your Electric Utility account number and to authorize Owner to obtain Your Electric Utility Account number, historical electricity consumption data, current and historical electricity rate data, low-income program eligibility (if applicable), and other energy-related data (the "Utility Data") from the

Electric Utility. This authorization shall be valid from the Effective Date, through the Service Term and for a reasonable period thereafter, not to exceed six (6) months, for purposes of carrying out the transactions contemplated by this Agreement. You agree to update this information upon request if Your electricity usage changes.

(34) Use of Subscriber's Data. You authorize Owner to provide the Electric Utility with the following information: Your name, Your Electric Utility Account, Your mailing address, the Service Address, and Your Percentage Allocation (together with the Utility Data, collectively "Subscriber's Data"). You also authorize Owner to use these data and other data collected to make other business offers to You, subject to the requirements of applicable law.

(35) Authorization to communicate with Utility. You authorize Owner to communicate with the Electric Utility on your behalf and update information related to Your Electric Utility Account, solely for the purpose of maintaining the Project Allocation of Bill Credits to your Account and to ensure you maintain eligible for Consolidated Billing, if you have elected to enroll in that feature.

## 21. PROJECT OWNERSHIP AND ATTRIBUTES.

(1) Project Ownership. You understand and agree that this Agreement is for the Services and is not a contract to sell or lease the Project to You or a contract to sell energy to You. Owner (or its designee) owns the Project and the energy produced by it for all purposes.

(2) Project Attributes. You understand and agree that, subject to the requirements of the Program and applicable law, all credits (including tax credits, emission reduction credits, renewable energy credits, and carbon offset credits, but excluding any Bill Credits allocated to You), benefits, incentives, attributes, and rebates, howsoever entitled, derived, or attributable from or to the Project, whether existing now or in the future (the "Project Attributes"), are the property of and for the benefit of Owner (or its designee), usable and transferable at its sole discretion. You agree to reasonably cooperate with Owner (or its designee) so that it may claim the Project Attributes. You agree to assign and transfer to Owner (or its designee) any and all Project Attributes in which You acquire an ownership interest. You agree to refrain from entering into any agreement that would entitle You or a third party to claim the Project Attributes.

(3) Renewable Energy Claims. In accordance with Section 8(b), You understand that You are not purchasing renewable energy directly and therefore have no claim to any renewable energy credits ("Renewable Energy Credits") that may be generated under the Program. The Renewable Energy Credits shall be owned by Owner unless transferred by Owner to or another third party, or unless ownership of the Renewable Energy Credits accrues to a third party pursuant to applicable law.

## 22. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

(1) Owner. Owner agrees to protect Subscriber's Data and, except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, Owner will not publicly disclose Subscriber's Data, energy usage data, or billing information, unless such disclosures are made to Owner's affiliates, financiers, lawyers, accountants, or agents and only to the extent reasonably required to facilitate service to Subscriber.

(2) Subscriber. Subscriber represents, warrants, and covenants to Owner:

(i) Subscriber is at least 18 years of age;

(ii) Subscriber is authorized to execute this Agreement, obtain the Services, disclose the Account Credentials and the Utility Data, and participate in the Program on behalf of each owner of each of Your Electric Utility Accounts;

(iii) Subscriber, to the best of its knowledge, meets the Eligibility Criteria and agrees to not take any actions that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

(iv) Subscriber agrees to not enter into an agreement with any other provider to receive services under the Program;

(v) Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation or Bill Credits to another person or entity, except as provided in Section 11;

(vi) Subscriber is entering into this Agreement solely to receive Bill Credits as an energy-related commodity for personal consumption, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement;

(vii) Subscriber is aware that it does not have an interest in the profits or losses of the Project and will not otherwise be entitled to any profit related to the Project or by entering into this Agreement;

(viii) Subscriber acknowledges that this Agreement has not been registered under federal securities laws or registered or qualified under the securities laws of any state, based in part upon Your representations in this Agreement (provided, that no representation is made or implied by Owner as to the applicability or inapplicability of such securities laws);

(viii) Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation are not intended to be treated as securities under federal law, applicable state laws, or the Securities Act of 1933; and

(ix) Subscriber acknowledges and agrees it will promptly notify Owner of any changes in Subscriber's Data.

23. TERMINATION. In addition to the cancellation right described in Section 14(l), this Agreement may be terminated by You at no cost at any time so long as You provide Owner with ninety (90) days' advance notice, subject to Your payment for any Bill Credits that You receive from the Electric Utility before Your termination is processed.

24. TRANSFER; ASSIGNMENT. No Party may assign or transfer this Agreement without the consent of the other Party, except that Owner may directly or collaterally assign this Agreement, whether in whole or in part, and without Your consent or notice to You, to any affiliate, to any financing party, or to any entity that has agreed in writing to recognize Subscriber's rights and perform Owner's obligations under this Agreement. In connection with any such assignment by Owner, You agree to provide a written confirmation of Your obligations under this Agreement if reasonably requested by Owner or its assignee. Notwithstanding anything to the contrary in this Agreement, Owner may delegate or subcontract its obligations under this Agreement, in whole or in part, without Your consent or notice to You.

## 25. DEFAULT.

(1) **Events of Default.** The following shall constitute an "Event of Default": (i) a Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days; (ii) a Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof; (iii) a Party has provided false or misleading financial or other information to enter into this Agreement; or (iv) Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

(2) **Remedies.** Upon the occurrence of an Event of Default in which the Subscriber is the defaulting Party, Owner may take any rights and/or remedies available to it at law or in equity, including ending Your

participation in the Program. Upon the occurrence of an Event of Default in which Owner is the defaulting Party, Subscriber may terminate this Agreement and neither Party will have any further obligation hereunder. In the case of an Event of Default in which Owner is the defaulting Party, Subscriber's termination right pursuant to the preceding sentence is the exclusive remedy for such an Event of Default. Except as described in the preceding sentence, all rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law.

## **26. FORCE MAJEURE, LIMITATIONS OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.**

(1) **Force Majeure.** If by reason of Force Majeure, Owner is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, Owner shall be excused from whatever performance is affected by the Force Majeure event during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, Owner gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" means any event, condition, or circumstance beyond the reasonable control of the affected Party, and may include, without limitation, an act of god, war (declared or undeclared), sabotage, cyberattack, riot, insurrection, civil unrest, military or guerilla action, terrorism, economic sanction or embargo, civil strike, work stoppage, slow-down, or lock-out, explosion, fire, earthquake, volcanic activity, abnormal weather condition or actions of the elements, hurricane, flood, lightning, wind, drought, the binding order of any governmental authority, the failure to act on the part of any governmental authority, unavailability of power from the utility grid, power or voltage surge including a grid supply voltage outside of the standard range specified by the Electric Utility, or failure of equipment not utilized by or under the control of the affected Party.

(2) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE

OF FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR BODILY INJURY, OWNER'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED THE PRODUCT OF (I) TWELVE (12) AND (II) SUBSCRIBER'S AVERAGE MONTHLY PAYMENT FOR THE MONTHLY ALLOCATION OVER THE SERVICE TERM.

(36) **Indemnification.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE OTHER PARTY AND ITS SUCCESSORS AND ASSIGNS, AND ITS EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS (IF ANY), FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE OTHER PARTY'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

### **(37) No Warranty.**

(i) TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, THE PROJECT, OR ANY OBLIGATION OF OWNER HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OWNER DOES NOT WARRANT OR GUARANTEE ANY SAVINGS, THE AMOUNT OF ENERGY PRODUCED BY THE PROJECT, THE PERCENTAGE ALLOCATION, OR THE AVAILABILITY OR VALUE OF BILL CREDITS.

(ii) IN CONNECTION WITH THE CONSOLIDATED BILLING SERVICES, IF APPLICABLE, OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE TIMING OF PAYMENTS TO THE ELECTRIC UTILITY. You shall be liable for any cost incurred by You or Owner due to any delay in payment to the Electric Utility not caused by Owner, including any delay in payment caused by (A) insufficient funds received from You, including from any automatic payment method that

You authorized, (B) incorrect information provided by You, (C) the Electric Utility, or (D) Force Majeure. Owner shall be responsible for any late fees or penalties charged by the Electric Utility due to a delay in payment to the Electric Utility caused by Owner.

(38) No Guarantee. Owner does not make any guarantee, and Subscriber acknowledges that Owner does not make any guarantee, regarding the availability of a Program, the availability of a Project, the manner in which Bill Credits are calculated, the monetary value of Bill Credits, or any other element of Your bill from the Electric Utility, each of which are determined by the Electric Utility and governmental authorities pursuant to the Tariff, the Program, and applicable law and not by Owner. Owner additionally does not make any guarantee, and Subscriber acknowledges that Owner does not make any guarantee, regarding (x) the amount of energy that the Project will deliver to the Electric Utility or (y) the realization of any savings by You as a result of entering into this Agreement. You agree that Your Percentage Allocation may be applied against and served by any Project that (i) qualifies under the Program and (ii) from which Your Electric Utility Account is eligible to receive Bill Credits, as selected by Owner in its sole discretion. Owner does not make any guarantee, and Subscriber acknowledges that Owner does not make any guarantee, regarding the specific Project that will be used in providing You with the Services.

(39) Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to 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.

(40) Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

(41) Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and Owner arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith, in which case Subscriber agrees to contact Owner by telephone at 1 (908) 795-3040 or in

writing by sending an email to [legal@Nautilussolar.com](mailto:legal@Nautilussolar.com). Owner agrees to maintain a process and procedure to resolve Subscriber inquiries in compliance with the requirements of the Program. Additional dispute resolution terms, if any, shall be set forth in Your State-Specific Disclosures.

(42) Waiver of Jury Trial; No Class Action. EACH OF THE PARTIES, BY ENTERING INTO THIS AGREEMENT, HEREBY WAIVES THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## 27. MISCELLANEOUS.

(1) State-Specific Disclosures. Certain state-specific terms and definitions are set forth in the exhibit attached hereto as Exhibit A ("State-Specific Disclosures").

(2) Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.

(3) Entire Agreement. This Agreement contains the entire agreement between Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements between the Parties relating to the subject matter hereof. This Agreement includes any exhibit attached hereto.

(4) Amendments. This Agreement may only be amended in a writing signed (or electronically agreed to) by both Parties.

(5) Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.

(6) Survival. The provisions of Sections 4, 6, 8, 10(b), 12(b), 13, and 14 of this Agreement shall survive the expiration or earlier termination of this Agreement.

(7) Governing Law. The Agreement is made in the state of Your Service Address and will be governed by the laws of the state of Your Service Address, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 13(h) shall be resolved by a court of competent jurisdiction in the county of Your Service Address, and Subscriber agrees to submit to the personal jurisdiction of the state of your Service Address and the state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

(43) Counterparts; Electronic Approval. This Agreement may be executed and delivered in one or more identical counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. Delivery of an executed counterpart of this Agreement, has the same effect as delivery of an executed original of this Agreement. Each Party intends and agrees that this Agreement may be executed by manual or electronic signature. Any electronic signatures of the parties included in this Agreement are intended to authenticate this writing and shall be deemed a binding acceptance of this Agreement having the same force and effect as a manual signature. Electronic signature, as used herein, means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the E-Sign and New York's Electronic Signatures and Records Act (ESRA).

(44) Privacy Policy. Please read Owner's Privacy Policy ([Privacy Policy \(nautilussolar.com\)](https://www.nautilussolar.com/privacy-policy)) carefully for information relating to our collection, use, storage, and disclosure of Your personal information. The Owner Privacy Policy is incorporated by this reference into, and made a part of, this Agreement.

(45) Other State Specific Terms. You agree to be bound by the state-specific terms, if any, contained in Your State-Specific Disclosures.

(46) State-Specific Disclosure Form. The applicable disclosure form attached hereto as Exhibit B describes certain key terms of this Agreement and must be provided to You by law. You shall review and acknowledge (with Your signature) this disclosure form and any updated disclosure form that Owner provides upon additional Project information becoming available.

(47) Cancellation Right; Notice to Subscriber. You may cancel this Agreement with no charge or penalty within three (3) business days after You receive a copy of this Agreement by sending an email to [customer@nautilussolar.com](mailto:customer@nautilussolar.com). By entering into this Agreement, Subscriber acknowledges that Subscriber has read and understands this Agreement in its entirety.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

<b>Subscriber:</b>	<b>Owner:</b>
	Nautilus Community Solar, LLC
Kim Nelson	<i>Brett Smith</i>
Customer Name	Name
May 12 2025	May 12 2025
Date	Date
	Authorized Signatory
Title (if applicable)	Title

**Exhibit A**

**STATE-SPECIFIC DISCLOSURES**

**NEW YORK**

(1) Program: Community distributed generation (CDG) program established by the State of New York.

(1) ~~Eligibility Criteria~~ Community distributed generation (CDG) program established by the State of New York.

(2) Eligibility Criteria. Subscriber meets the following Program criteria: (A) Your Electric Utility Account is owned by You and is associated with the Service Address; (B) the Service Address is located within the same NYISO Zone as the Project; (C) the sum of the actual or anticipated kWhs of energy associated with Subscriber's Percentage Allocation for Your Electric Utility Account shall amount to at least one thousand (1,000) kWhs annually; (D) the sum of the actual or anticipated kWhs of energy associated with Subscriber's Percentage Allocation for Your Electric Utility Account shall not exceed the Subscriber's historic annual kWh usage for such account (or forecasted usage if annual historic data is not available); and (E) neither Subscriber nor Your Electric Utility Account is a net metered customer-generator, a remote net metered host or satellite account, a community distributed generation host or satellite account (other than as contemplated by this Agreement), or taking standby service under the applicable tariff of the Electric Utility.

(3) Dispute Resolution. A dispute, disagreement, or claim may be submitted by either Party at any time to the New York State Department of Public Service by visiting their website at [www.dps.ny.gov](http://www.dps.ny.gov).

(4) Other State Specific Terms. This Agreement and Owner's provision of the Services are subject to the Home Energy Fair Practices Act ("HEFPA") (a summary of which can be found at <http://www.dps.ny.gov/>) and the Uniform Business Practices for Distributed Energy Resources Suppliers (a summary of which can be found at <https://www.nyserda.ny.gov>), which provide You with certain rights and protections relating to late charges, disputes, and other matters. See 16 N.Y. Codes, Rules, Regs. § 11.1 through § 11.22 for additional details regarding Your rights under HEFPA. The disclosure form attached hereto as Exhibit B describes certain key terms of this Agreement and must be provided to You by law.

## **Exhibit B**

### **State-Specific Disclosure Form; To Be Provided Separately**