

Maryland Community Solar Subscriber Agreement Summary		
<b>Customer Name:</b> <b>Service Address:</b>  <b>Mailing Address (if different):</b>		Reference Page or Section
<b>Community Solar Provider</b>	AltusPower Renewable Energy, 267 Kentlands Blvd #29424 Gaithersburg, MD 20878 Phone: (301) 232-3938 Maryland Subscriber Organization Approval Number: 17A2150680003899	Contract Summary
<b>Customer's Utility</b>		Contract Summary
<b>Utility Service Territory</b>		
<b>Effective Date of Agreement</b>	This Agreement is effective when signed by both parties.	Contract Summary
<b>Term</b>	Month-to-month. Automatically renewed monthly for up to 25 years unless earlier terminated by Customer.	Section 3
<b>Estimated date Community Solar System will begin producing credits</b>	Commercial Operation Date is estimated to be August 2023. Your Utility may take up to 90 days or longer from your enrollment date to process Solar Credits and apply them to your utility bill.	Section 2
<b>Subscription Type</b>	Up to 100% of Customer's historical annual electricity usage	Section 4
<b>Subscription Price</b>	Solar Credits reduce the cost of energy that your utility provides to you and will be charged at your utility's retail electricity rate minus the Solar Discount Rate of 20%. Credits may not apply to certain tax charges, commodity charges, utility distribution charges, or transmission charges, or other Utility fees or charges apart from the cost of electricity.	Section 5, 7
<b>Annual or Monthly Fees</b>	There are no fees to enroll or to subscribe to Altus Power Community Solar.	N/A
<b>Early Termination or Cancellation Fees and Terms</b>	There are no early termination or cancellation fees. Cancellations will become effective immediately, provided that the Customer is responsible for all charges associated with Solar Credits supplied at any time by the Utility, as well as any outstanding balances for any services for which the Customer has not paid prior to cancellation. Customer acknowledges that it may take up to 90 days for the Utility to cease applying Solar Credits to the Customer's Utility bill.	
<b>Other Fees</b>	In the event a credit card charge is rejected for any reason or a bank debit is returned for insufficient funds, we may assess you a \$25 fee. If you fail to make any payment when due and such failure continues for a period of ten (10) days, we may charge you a late fee of one-half percent (.5%) of the overdue balance per month.	Section 8, 10
<b>Other Important Terms</b>	The amount of solar energy allocated to your account will depend on how much energy you use, and how much energy the Altus Power Community Solar project produces. Your Utility bill will include a line for Solar Credits either as a dollar amount based on the Utility's retail electric rates or in terms of kilowatt hours of solar electricity allocated to you. The amount you owe your Utility will be reduced by the value of your Solar Credits. You will then receive a bill from us for the value of your Solar Credits, discounted by 20% (the Solar Discount Rate).	Section 4, 5, 6, 7

Please indicate your approval to the terms and conditions of the Altus Power Community Solar Maryland Subscriber Agreement set out below which is incorporated by reference in this Contract Summary. By signing this Contract Summary, you acknowledge and agree that you have read the Altus Power Community Solar Maryland Subscriber Agreement below and agree to its terms and conditions. This Altus Power Community Solar Maryland Subscriber Agreement will become effective immediately upon the acceptance by Altus Power Community Solar Maryland which will then forward to you a signed copy of the Agreement for your records

Signature of Provider Representative:

\_\_\_\_\_  
 Name:  
 Title: Chief Administration Officer

Date

Subscriber Signature:

Date

## Altus Power Community Solar MARYLAND SUBSCRIBER AGREEMENT

This Altus Power Community Solar Maryland Subscriber Agreement (“Agreement”) sets out the terms and conditions of an agreement between you, the Customer identified in the preceding Maryland Community Solar Contract Summary (the “Contract Summary”), and us, an affiliate of the Community Solar Provider identified in the Contract Summary. By signing the Contract Summary, you agree to the terms and conditions of this Agreement. Under our Community Solar Contract, you will subscribe to Solar Credits, as defined below, that are created by the Solar Generating System identified by Altus Power Community Solar to Customer from time to time.

The Solar System is part of the Maryland Community Solar Pilot Program (the “Community Solar Program”). We manage the allocation of Solar Credits for the Community Solar Provider (Subscriber organization number 17A2150250003876).

### 1. Introduction

The Solar System is a large installation of solar panels on property located within the service territory of your electric utility (“Utility”) in Maryland. The electricity generated by the Solar System is delivered to the electric grid maintained by the Utility identified in the Contract Summary. Each month we will advise the Utility to allocate to your bill the value of a portion of the solar electricity generated by the Solar System (the “Solar Credits”) as calculated under the terms of this agreement. The Utility will apply the Solar Credits to your electric utility bill, reducing the amount that you pay the Utility. After you receive your bill reduction you will pay us for your Solar Credits at the discount identified in the Contract Summary. For example, if the Contract Summary states that your Solar Discount is 20%, you will pay us \$.90 for each \$1 in Solar Credits that you receive on your Utility bill.

### 2. Start Date

We expect your Solar System to begin to produce electricity on the Commercial Operation Date indicated in the Contract Summary. This date is an estimate based on construction schedules and is subject to change without notice. You will begin to receive your allocation of Solar Credits after the Commercial Operation Date and we will notify you when you can expect Solar Credits to appear on your Utility bill. Your Utility may take up to ninety (90) days or longer to process Solar Credits and apply them to your Utility bill.

### 3. Term

The term of this Agreement is month-to-month, begins on the date you sign the Contract Summary, and shall be automatically renewed on the first of each month unless you cancel or terminate as provided below. If you do not cancel or terminate your agreement, we will continue to provide your Solar Discount until September 30, 2044 or 25 years after the Community Solar Provider was authorized to operate under the Community Solar Program, whichever is later.

### 4. Allocation

Following the Commercial Operation Date of the Solar System, we will advise the Utility each month of the portion of the solar electricity produced by the Solar System that is to be allocated to you. Your allocation will be based on two factors: (i) Up to 100% of your historic usage as reflected in your Utility bills and (ii) the amount of electricity produced by the Solar System. If you do not have twelve months of historic usage we will make a good faith estimate of your annual usage based on the usage of our other Customers. Your usage and the electricity produced by the Solar System can be expected to change from month to month based on weather conditions and other factors. We will allocate to you up to 100% of the electricity you consume in any month.

We may change the amount of your allocation at any time in accordance with the rules and procedures of the Community Solar Program.

### 5. Solar Credits

Solar Credits are the value determined by the Utility of the electricity produced by the Solar System which is allocated to you. The Utility may choose to indicate your Solar Credits on your electric bill as either a dollar amount or in terms of the kilowatt hours allocated to you from the Solar System. Your Solar Credits will appear as a separate line on your electric bill. In Maryland the value of the Solar Credits, unless otherwise determined by regulators or the Utility, is equal to the retail electricity rate charged to residential consumers, inclusive of supply and delivery charges. Your Solar Credits reduce your costs of electricity from other sources such as fossil fuel plants but may not be applied to offset certain non-by-passable charges such as demand charges, monthly billing fees, and taxes. Therefore, your Solar Credits will reduce only a portion of your electricity bill and your discount only applies to your Solar Credits, not to your entire electric bill.

### 6. Billing

When you agree to participate in the Community Solar Program, you will continue to receive a bill from your Utility which will be reduced by the value of your Solar Credits. You will also receive a bill from us for the discounted value of your Solar Credits. Unless we otherwise notify you in writing, you must continue to pay both your Utility bill and your bill from us or this Community Solar Contract will be terminated as described below.

### 7. Price; Solar Discount Rate

You agree to pay for all Solar Credits that are placed on your electric bill by your Utility. The price of your Solar Credits shall be the value that is placed on your bill less the Solar Discount Rate indicated on the Contract Summary. The amount of your Solar Discount Rate will not change during the term of this Agreement. However, your actual savings may change from month to month based on your usage, weather, and other factors. Accordingly, we cannot warrant or guarantee the amount or value of electricity produced by a Solar System or allocated to you or warrant or guarantee that you will realize any fixed amount of savings as a result of this Agreement. In addition to paying for your Solar Credits you also agree to pay any applicable sales or use tax, credit or debit card fees, late fees, or fees for bounced checks or rejected credit or debit card payments.

### 8. Payments

You will pay us within ten (10) days from the date of each bill we send you whether by mail or electronically. You may elect to pay your bills automatically via automatic debit from your checking or savings account (ACH) or

credit card. In the event you elect to pay by ACH or by credit card, your payments will be debited from your bank account or credit card on or about ten (10) days after we send you your monthly bill. In the event a credit card charge is rejected for any reason or a bank debit is returned for insufficient funds, we may assess you a \$25 fee.

### 9. If You Move

If you move within Maryland, you may transfer this Agreement to your new Utility account provided that you provide us with advance written notice of your new utility account number and new address. You acknowledge and agree that there may be a delay between the time you move and the time the Utility may begin to allocate solar electricity to your new account. If you do not provide us with written notice of your new Utility account number your Agreement will terminate the same time you terminate your Utility account. You will continue to be responsible for all payment obligations incurred prior to such termination.

### 10. Late Fees.

If you fail to make any payment when due and such failure continues for a period of ten (10) days, we may charge you a late fee of one-half percent (.5%) of the overdue balance per month. If you fail to pay your bill on time we may also cancel this Agreement without notice.

### 11. Waiting List

In the event the Solar System is fully subscribed, we will add your name to a waiting list. If one or more Customers has moved from the Utility territory where the Solar System is located and capacity on the Solar System becomes available, we will notify Customers on the waiting list if and when they may expect to receive Solar Credits.

### 12. Solar System Interruption

In the event the Solar System ceases to produce electricity or deliver electricity to the Utility for three (3) consecutive days or more, your receipt of Solar Credits may be interrupted. Such an interruption may come about because of a power outage; natural disaster such as a storm, flood or earthquake; explosion or fire; act of war, sabotage or vandalism, or terrorism; strike or labor dispute; or action or inaction by a governmental authority. We will notify you of the estimated duration of such interruption and you will not be charged for Solar Credits during the interruption. We will not be responsible for any lost, missed or delayed Solar Credits during such an interruption. The Utility will continue to provide electricity service to your household during any such interruption unless the reasons for the interruption affect the Utility grid as well.

### 13. Representations

You hereby represent and warrant to us, and acknowledge and agree that

- You are eighteen (18) years of age or older and have the power and authority to enter into this Agreement;

- You are a customer of Utility with a valid account for a meter located within the Utility service territory where the Solar System is located as specified in the Contract Summary;
- If you have rooftop or ground mount solar panels for your household, the total of your community solar subscription and your solar panel production will not exceed 200% of your annual electricity usage over the past year. You have read and you understand the terms of this Agreement and have had the opportunity to ask us questions and to seek advice of an attorney if so desired;
- The information you provided to us on the Contract Summary and in the enrollment process is accurate and complete;
- You are not already subscribed to another community solar project and you will not subscribe to another community solar project as long as this Agreement is in effect;
- We cannot predict future electricity costs or prices charged by your Utility and that your Solar Credits may change monthly and are subject to changes in weather and your electricity usage such that we cannot guarantee any specific amount of savings each month;
- This Agreement is your valid obligation and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally);
- This Agreement may be amended from time to time and such amendments shall become effective and binding immediately upon notice to you unless you choose to cancel and terminate this Agreement;
- We may make a collateral assignment of this Agreement to a financing partner or other party but under no circumstances shall you hold such financing partner liable for any act or omission by us or for any breach of any representation, warranty or covenant made by us to you;
- You have no right, for reasons of safety, to walk on the site of the Solar System;
- We may from time to time offer you, either directly or through authorized agents, home improvement or energy efficiency products and services;
- We may use your personal information to access information from the Utility and credit reporting agencies including usage, payment and credit history, a copy of your Utility bill, and Telecommunications, Energy and Cable Score, and to share such information, pursuant to Altus Power's Privacy Policy – [www.altuspower.com/privacy-policy](http://www.altuspower.com/privacy-policy).

#### 14. Your Obligations to Us

You agree to

- Provide us with all information necessary to allocate electricity from the Solar System to you and contact you including your service and billing addresses, phone number, email address, and Utility account number;
- Authorize us to contact the Utility and access your Utility account, your historic electricity usage, and a copy of your bill;
- Promptly pay the bills that we send you for Solar Credits in no event later than thirty (30) days after the bill date; and

- Authorize us to disclose information we receive from the Utility to our affiliates, vendors, contractors, subcontractors, financing parties, accountants and others, provided that any access to such information shall be limited to the instances defined in Altus Power's Privacy Policy.

#### 15. Our Obligations to You

We agree to:

- Advise the Utility of the quantity of solar electricity allocated to your account from the Solar System;
- Notify you when your Solar Credits are first due to appear on your Utility bill;
- Bill you accurately for your Solar Credits; In the event you pay by ACH or credit or debit card, notify you at least ten (10) days in advance of charging your bank account or card;
- If you are on the Waiting List, let you know when capacity becomes available for your subscription;
- Protect your personal information; and
- Notify you in the event of an interruption in your Solar Credits.

#### 16. Ownership of the Project and Environmental Attributes

You understand and agree that you are not entitled to own or take delivery of any electricity generated by the Solar System or of any solar incentives or environmental attributes including tax credits, state incentives, renewable energy credits, certificates, emission reduction credits, emissions allowances, green tags, carbon offset credits, utility rebates or any other environmental attributes of the Solar System (other than the Solar Credits sold to you under this Agreement), all of which are our property and usable at our sole discretion. You acknowledge and agree that the Solar System is our personal property and that we own the Solar System for all purposes.

#### 17. Termination; No Penalty for Cancellation; Outstanding Balances

- You may cancel your Agreement at any time without penalty by providing written notice to us.
- We may terminate this Agreement if we are unable to perform our obligations under this Agreement due to failure to receive and maintain necessary regulatory approvals and/or approvals from the Utility; an interruption in your Solar Credits that continues for ninety (90) days or more; new laws or any revisions in or interpretations of the Community Solar Program that could affect the anticipated economic return to us under this Agreement; or the inaccuracy of any information that you provided and on which we relied. In the event we terminate this Agreement, we will notify you of such termination by writing by mail to your address or email address on file.
- Notwithstanding the cancellation of this Agreement, you will remain responsible for paying any outstanding balances at the time of cancellation and any bills for Solar Credits that you receive from the Utility for up to ninety (90) days following such cancellation.
- You agree that either we or our affiliates or subcontractors are entitled to collect outstanding balances due to us.

Following any such termination, we will have no further obligations or liabilities to you.

#### 18. Limitations of Liability

YOU AGREE THAT WE ARE NOT A PUBLIC UTILITY AND HAVE NO PUBLIC SERVICE OBLIGATIONS, AND OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL YOU OR WE BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

#### 19. Remedies in Case of Your Failure to Make Payments

If you fail to make payments owing under this Agreement, we may take any one or more of the following actions:

- Terminate this Agreement;
- Take any reasonable action to collect your payment obligations to us including all amounts then accrued or due and all applicable taxes, late fees, penalties, and/or interest;
- Proceed, pursuant to the dispute resolution provisions below to enforce performance of this Agreement and to recover damages for your failure to pay us;
- Inform your Utility that you are no longer eligible to receive Solar Credits associated with the Solar System on your Utility bill;
- Use any other remedy available to us in this Agreement or by law; and
- Submit to credit reporting agencies or credit bureaus information about your payment history with us that would be reflected on your credit record.

#### 20. Governing Law; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to conflicts of law principles. In the event of any matter involving a complaint, disagreement, or dispute, we will notify each other by telephone or in writing and seek to resolve the matter promptly in good faith. If you send us such a notice we will acknowledge receipt within two (2) business days and respond to or resolve the substance of the notice within fourteen (14) business days. If you are dissatisfied with our response, you may request a review of the outcome by calling us or sending us physical or electronic mail within fourteen (14) days from the date of our response.

In the event we cannot resolve the matter within sixty (60) days, we agree that the matter shall be submitted to binding arbitration in Baltimore County, Maryland or any other mutually agreeable location, subject to the limitation on liability section of this Agreement. Any arbitration between us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by this Agreement. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Unless both of us agree, 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.

Notwithstanding the foregoing, either of us may bring an action in Small Claims Court, pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

#### **21. Notices**

Unless otherwise specified elsewhere in this Agreement, you may send notices to us under this Agreement by phone by calling the number indicated on the Contract Summary; via electronic mail by contacting [care@altuscommunitysolar.md](mailto:care@altuscommunitysolar.md) or by US Mail sent to Altus Power Community Solar Customer Care at the address indicated on the Contract Summary. We may send notices to you by mail to your address as indicated in the Contract Summary or as you have subsequently notified us in writing or by electronic mail to the email address indicated in the Contract Summary. You consent to receiving monthly bills electronically to such email address indicated in the Contract Summary.

#### **22. Further Requirements of Maryland's Community Solar Law.**

The law implementing Maryland's Community Solar Pilot Program requires the following disclosures and agreements:

- Utility rates and projected savings are subject to change.
- The Maryland Public Service Commission ("PSC") does not regulate the price of community solar subscriptions, nor does it guarantee projected savings.
- You, the Customer, agree that if Utility so requests, you will allow Utility to install a remote read smart meter purchased and installed at Utility's cost.
- You, the Customer, may not participate in more than one community solar project at a time.

#### **23. No Waiver**

Any delay or failure of you or us to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance of any of the provisions of this Agreement, shall not be construed to be a waiver of such provisions or our respective rights to enforce that provision or to uphold the validity of this Agreement later.

#### **24. Amendments**

From time to time we may make amendments or corrections to this Agreement to conform to provisions of the Community Solar Program provided that no such changes shall be effective unless we give you written notice in advance and you do not notify us that you wish to cancel or terminate this Agreement prior to their effective date.

#### **25. Assignment**

You agree that we may assign, sell or transfer to any third party any of our rights, or obligations interests in or to the Solar System or this Agreement without your consent, provided that no such assignment, sale or transfer shall affect any material terms of this Agreement. You may not assign, sell or transfer to a third party your entitlement to an allocation of solar electricity from a Solar System or Solar Credits without our prior written consent.

#### **26. Entire Agreement**

This Agreement contains our entire agreement regarding your purchase of Solar Credits generated by the Solar System and supersedes

any prior agreements between us, written or oral. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or construed so as to make them enforceable.

#### **27. NOTICE OF RIGHT TO CANCEL**

In addition to your right to cancel or terminate this Agreement during its Term without penalty at any time, you may cancel this Agreement without any penalty within three (3) business days after signing this Agreement by contacting us via phone by calling the number indicated in the Contract Summary or via electronic mail by contacting [care@altuscommunitysolar.md](mailto:care@altuscommunitysolar.md).



**In signing the Contract Summary, you represent that you have read the Contract Summary and this Agreement, including the Notice of Right to Cancel, in their entirety and you acknowledge that you have received a complete copy of this Altus Power Community Solar Maryland Subscriber Agreement. You acknowledge and agree that the Agreement includes an Arbitration Clause which provides a manner for resolving disputes but does not permit a jury trial and does not permit us to sue you, or you to sue us, in court.**