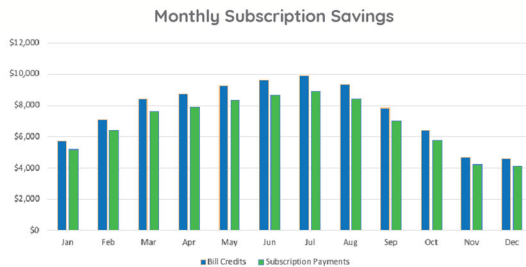


HOW YOU SAVE WITH YOUR SUBSCRIPTION

+ \$\$\$ Receive bill credits from Versant
 - \$\$ Pay Novel for your subscription
 + \$ Save the difference



Your **Savings** is equal to the difference between the **Bill Credits** Versant applies to your electric bill and the **Payments** you make to Novel.



This is an illustration of a commercial business using 714,000 kWh's per year and is based on the 2021 NEB Tariff Rate Program for ME commercial customers. Actual savings are subject to a number of factors, including actual solar production, utility electricity rates, and Novel Energy Solutions.

Here are the key terms of your Novel Energy Subscription Agreement

Locked Discount Rate & Savings – Guaranteed [Discount Rate]% savings on the electricity that you purchase [section 11]

Guaranteed Not to Lose Money – Never pay more than what the utility charges for power [subject to Section 1.1]

Friendly Agreement Terms – If you lose eligibility, no termination fee with 3 months of notice [section 6.2]

Ability to Transfer Agreement - Ability to freely transfer agreement [section 22.1]

Easy Payments – Make your payments automatically with electronic funds transfer [see section 15]

The Novel Energy Solutions Promise

- \$0 to join, no hidden fees & guaranteed not to lose money
- Simple sign-up process – only 10 minutes to lock in guaranteed savings
- You will always receive your solar credits before making your subscription payment
- No interruption to how you receive the electricity at your business
- Access to a savings portal to review monthly and annual solar savings

TERMS AND CONDITIONS

This Solar Garden Subscription Agreement is entered into on _____, by and between the Customer, [Customer Legal Name] (the "Customer") and Novel Energy Solutions L.L.C., a Minnesota limited liability company. Customer hereby agrees to subscribe to a community solar garden ("CSG") pursuant to the terms of Maine's net energy billing – tariff rate program.

By signing below, you hereby (i) agree that you consent to the terms of the attached Maine Commercial and Institutional Net Energy Billing – Tariff Rate Agreement and Terms and Conditions (the "Agreement"), (ii) acknowledge that you have reviewed and understand the Agreement, and (iii) acknowledge and agree that your participation in the program and eligibility to receive any services under this agreement are expressly subject to you providing the necessary information and meeting the eligibility requirements detailed in the Agreement

ACCEPTED AND AGREED:

By:

Name:



Date:

Maine Commercial and Institutional Net Energy Billing – Tariff Rate Credit Agreement

This Maine Commercial and Institutional Net Energy Billing – Tariff Rate Credit Agreement (the “Agreement”) is entered into on _____.

Customer, **[Customer Legal Name]** (the “Customer”), agrees to purchase from Novel Energy Solutions L.L.C. (the “Provider”) a “shared financial interest” in a solar photovoltaic electric generating facility (a “Community Solar Garden” or “CSG”) and to receive net energy billing credits pursuant to Maine’s net energy billing – tariff rate program established by Title 35-A, Maine Revised Statutes Section 3209-B and Chapter 313 of the Maine Public Utilities Commission’s Rules (the “Program”), all on the terms and conditions described in this Agreement, and in accordance with Provider’s Maine Commercial and Institutional Net Energy Billing – Tariff Rate Terms and Conditions as provided to the Customer and incorporated herein by reference.

Customer wishes to purchase a financial interest in, and Provider will reserve a maximum of **40 kilowatt hours** (the “Reserved Capacity”) of, the annual electricity output from one or more CSGs for an estimated **Subscription Amount** of **40 kilowatts** (kW), for use in the Program with respect to Customer’s account or accounts designated on Exhibit A (the “Account(s)"). Customer’s Subscription Amount will be assigned to the first available CSG(s) (the “Applicable CSG(s)").

Customer’s Subscription Amount with respect to the output of the Applicable CSG(s) will be reflected as a dollar credit on Customer’s monthly electricity bill, based on the Applicable CSG’s generation (which will vary from month to month) and the **Tariff Rate** established annually by the Public Utilities Commission (PUC) under the Program. The Tariff Rate approved by the PUC is based on the standard offer supply rate for the Customer plus 75% of the transmission and distribution delivery rate applicable to the small commercial class of Customer’s transmission and distribution utility, Versant Power (“Versant”).

Customer agrees to pay Provider the **Subscription Rate**, which is defined as the difference between the **Tariff Rate** and **Discount Rate**. The **Discount Rate** shall be equal to **Discount Rate** (Click or tap here to enter text.) ([Discount Rate]%) of the applicable Tariff Rate. For informational purposes, for Customer’s Account(s), the Initial Estimated Subscription Rate is **Subscription Rate Written** (Click or tap here to enter text.) (\$[Subscription Rate]) dollars per kWh.

Provider will invoice Customer monthly for the production allocated to the Account(s) since the previous invoice date. Customer agrees to pay monthly invoices via an ‘automatic funds transfer’. The first invoice will be issued two months after the Applicable CSG’s Commercial Operation Date. The **Subscription Payment** for each period will be calculated by multiplying the value of the bill credits allocated to Customer’s Account(s) by the Subscription Rate.

Customer understands and agrees that Provider does not and cannot guarantee the amount or value of bill credits that Customer will receive, both of which may vary throughout the term of this Agreement. While Provider does not guarantee the amount or value of bill credits, Customer will save money to the extent that Applicable CSG



project output is positive because the Subscription Rate that Customer pays for bill credits is Bill Credit Rate [\(Click or tap here to enter text.\)](#) (\$[Bill Credit Rate]) less than the Tariff Rate that determines the value of bill credits.

Customer acknowledges receipt of Novel’s Maine Commercial and Institutional Net Energy Billing – Tariff Rate Commercial Terms and Conditions and agrees to their incorporation into the terms of this Agreement.

The Parties agree to receive notice at the Customer and Provider points of contact noted below:

<u>Customer</u>	<u>Service Address(es)</u>	<u>Provider</u>
Legal Name: [Customer Legal Name] Contact: Address: Email: Phone:	Address: Account Number: Meter Number:	Novel Energy Solutions L.L.C. 2303 Wycliff Street, Suite 300 St. Paul, MN 55114 CustomerService@NovelEnergy.biz 612-345-7188



Maine Commercial and Institutional Net Energy Billing – Tariff Rate Terms and Conditions

1. **Services:** Subject to the terms hereof, Novel Energy Solutions L.L.C. (“NES”), agrees to provide the Customer (each a “Party” and together the “Parties”) with a shared financial interest in a solar photovoltaic electric generating facility (a “Community Solar Garden” or “CSG”) pursuant to Maine’s net energy billing – tariff rate program established by Title 35-A, Maine Revised Statutes Section 3209-B and Chapter 313 of the Maine Public Utilities Commission’s Rules (the “Program”) as specified in the Maine Commercial and Institutional Net Energy Billing – Tariff Rate Credit Agreement provided to the Customer to which these terms and conditions are attached (collectively, the “Agreement”).
 - 1.1. **Guarantee:** This agreement guarantees that the Customer will not lose money with this subscription, provided that Customer complies with payment terms and termination provisions.
2. **Term:** The term of this Agreement shall commence on the date upon which the Applicable CSG is authorized by Customer’s VERSANT to deliver electrical energy to the transmission system and issue bill credits to eligible subscribers (the “Commercial Operation Date” or “COD”); and shall terminate on the date which is twenty (20) years thereafter.
3. **Effective Date:** The Effective Date of each Agreement shall be either the COD of the first available Applicable CSG or the date of execution of the Agreement, whichever date occurs later.
4. **System Production Risk:** The amount of your dollar credits you receive will vary based on the amount of energy produced by your project in any given month. Monthly Subscription Payments are based on the Applicable CSGs’ production allocated to the Customer’s Account(s) since the previous invoice date which ensures the Customer only pays for bill credits received in its Account(s). The Subscription Rate is a fixed discount to the Tariff Rate to provide a guaranteed savings for the Customer on all energy produced by the CSG relative to the value of a bill credit.
5. **Onsite Electric Usage Guarantee:** NES guarantees that in no way will entering into this contract change or interfere with the Customer’s existing electric infrastructure. The Customer will remain a customer of VERSANT and will be responsible for any charges on Versant invoice not offset by the net energy billing credits.
6. **Termination:** Customer may terminate this Agreement upon the occurrence of any of the following:
 - 6.1. **Termination Option after 120 Months:** If at any time after ten (10) years from the Effective Date the Customer wishes to terminate the agreement, Customer may do so without penalty by giving NES twenty-four (24) months’ notice. Upon giving notice, Customer may terminate upon paying NES all amounts due and owing and the earlier of (a) NES finding a replacement subscriber satisfactory to NES’s sole discretion or (b) twenty-four (24) months after giving notice. For clarity, this option is only available starting day one (1) of the eleventh (11th) year following the Effective Date, and without a replacement subscriber the earliest Customer may leave without penalty is the end of the twelfth (12th) year.
 - 6.2. **Ceasing to be an Eligible Customer:** If at any time the Customer moves or relocates outside the utility service area that is eligible to subscribe to the CSG and is no longer eligible to subscribe to the CSG, the customer may leave with a termination fee equal to the most recent three months of billed CSG subscription payments. This will be waived if Subscriber gives at least 3 months’ notice prior to termination.
 - 6.3. **No Fee Termination:** Customer may terminate this Agreement without a fee only under the following circumstances:
 - 6.3.1. In the event the COD is not achieved within twenty four (24) months after the date of execution of this Agreement for any Reserved Capacity still left unassigned to a CSG, either Party may terminate this Agreement, without liability, by providing the other Party with a written notice of termination.
 - 6.3.2. In the event NES 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 forty five (45) days after written notice thereof.
 - 6.4. **Sale of Business:** In the event that the owner of Customer is unable to transfer this Agreement pursuant to the terms of Section 21 below and: (i) Customer desires to sell Customer (whether via a sale of all of the membership interests and/or all of the assets of Customer) to a new owner (the “Sale”), and (ii) Customer desires to terminate this Agreement in connection with the Sale, then prior to the date of the Sale, Customer shall elect one of the following options in connection with such termination:
 - 6.4.1. **No Fee:** Provided that Customer provides six (6) months’ written notice to NES of its termination of this Agreement, this Agreement shall terminate 6 months from the date of Customer’s notice and Customer shall have no further obligation to NES (other than with respect to any unpaid invoices due prior to the date of termination and with respect to any bill credits received prior to the date of termination); or
 - 6.4.2. **Fee:** If Customer fails to provide six (6) months advance written notice to NES of such termination, then Customer may terminate this Agreement upon payment of twenty-five percent (25%) of the aggregate cumulative savings that Customer received during the Term of the Agreement (i.e., from the date of receiving bill credits to the date of termination).
 - 6.4.3. For Customer to be able to elect to initiate the processes provided in this Agreement under either



Section 6.4.1 or Section 6.4.2, Customer must provide NES a valid term sheet that provides that a Sale of Customer as described in 6.4(i) is either currently in process or highly likely to be in process soon. In addition, for the actual termination of this Agreement to be made final, the Customer must provide NES with proof that is reasonably satisfactory to NES indicating that such Sale has occurred within 90 days of termination of this Agreement to occur (i.e. Customer has 90 days to provide proof of the actual Sale and if Customer fails to provide this proof within 90 days of the Sale occurring, then Customer loses the right to terminate under this Section 6.4).

7. **Reserved Capacity:** The Reserved Capacity is defined as the kilowatts (kW) NES will reserve for Customer in the Applicable CSGs. This is estimated by evaluating the Customer's historical energy usage.
8. **Subscription Amount:** The Subscription Amount is defined as the kilowatts (KW) the Customer will be subscribed to the Applicable CSG. This is calculated by multiplying the Applicable CSG Percentage Allocation by the Applicable CSG total size in kilowatts alternating current (KW AC) as determined by NES.
9. **Percentage Allocation:** This is defined as the maximum amount of the Reserved Capacity that is eligible for subscription to each Applicable CSG. This is calculated by dividing the Reserved Capacity assigned to the Applicable CSG by the Applicable CSG's total annual kilowatt hour production as determined by VERSANT.
10. **Applicable CSG(s):** The Customer's Subscription Amount will be assigned to the first available community solar garden project or projects selected by NES in its sole discretion (individually the "Applicable CSG", collectively the "Applicable CSGs").
11. **Discount Rate:** The Discount Rate shall be equal to Discount Rate Written [\(Click or tap here to enter text.\)](#)) ((Discount Rate)% of the applicable Tariff Rate.
12. **Tariff Rate:** The Tariff Rate will change periodically throughout the Term of this Agreement. By PUC rule, the PUC will set the Tariff Rate for each calendar year. Once a Tariff Rate is set for a CSG, that Tariff Rate will change from time to time as the PUC alters the Tariff Rate. Any changes to the Tariff Rate do not impact the Discount Rate.
 - 12.1. The Tariff Rate is credited to the Customer's utility bill based upon the production of the CSG(s) to which the Customer is subscribed. The Bill Credit amount shall be calculated by Versant by multiplying the Tariff Rate by the kilowatt hours (kWhs) produced by the Applicable CSG for each billing period and by Customer's Applicable CSG's Percentage Allocation.
13. **Bill Credit Exceptions:** If the value of Bill Credits exceeds the amount owed on Customer's Versant bill in any billing period,

the excess shall be governed by the Customer's utility contract with Versant, or applicable law.

14. **Subscription Rate:** The Subscription Rate at any given time shall be determined by subtracting the applicable Discount Rate from the applicable Tariff Rate at that time.
15. **Subscription Payment:** Beginning with the second calendar month following the Commercial Operation Date, NES shall invoice Customer for the Monthly Subscription Payment for the bill credits posted to Customer's account since the prior invoice date. Customer shall make all payments through an "automatic transfer of funds" prior to the invoice due date. For clarity, no payments shall be due to NES until 60 days following the Applicable CSG's Commercial Operation Date.

In the event that Customer elects to pay by personal check, a check processing fee of twenty-five dollars (\$25.00) per month will be added to the invoice total for each Applicable CSG. Customer may opt in or out of monthly 'automatic funds transfer' at any time by notifying NES in writing. The check processing fee will be waived if Customer is enrolled in 'automatic funds transfer.' Customer shall make all payments prior to the invoice due date.
16. **Monthly Subscription Payment:** The Monthly Subscription payment is calculated by multiplying the value of the bill credits allocated to Customer's Account(s) since the prior invoice date by the Subscription Rate.
17. **Outstanding Balances/Interest:** Any amounts not paid prior to the invoice due date will accrue interest at a rate of eight percent (8%) per annum (and if less than eight percent (8%) per annum, the maximum rate permitted by law) from the invoice due date until NES receives payment.
18. **Outages:** NES shall not invoice Customer during CSG outages lasting longer than twenty (20) consecutive days. NES shall provide written notice to Customer when it becomes aware that the corresponding CSG is out of service for longer than two (2) consecutive days, which notice shall include an estimate of how long the outage will last and the estimated loss of electricity production.
19. **Subscriber Eligibility Requirements:** As a condition precedent to entering into this Agreement, Customer must meet all applicable subscriber eligibility criteria as provided in Title 35-A, Maine Revised Statutes, section 3209-B and Program regulations (the "Subscriber Eligibility Criteria"). Should Customer no longer qualify under the Subscriber Eligibility Criteria, this Agreement may be subject to termination by NES, Versant, or a governmental authority having jurisdiction over the Program.
20. **Annual Reports:** In the first March which is at least twelve (12) full months following the Effective Date, and each March thereafter until the expiration or earlier termination of this Agreement, NES shall provide Customer an annual report



describing the annual energy production of each Applicable CSG for the prior calendar year.

transfer options, eliminate arbitration as a dispute mechanism, or any key default provision.

- 21. Environmental Attributes, Tax Credits, etc.** Customer's purchase of the Subscription Amount will not include benefits or derivatives of Renewable Energy Credits ("RECs") or green tags, carbon offset credits, rebates, unsubscribed electrical energy, tax credits, tax or environmental attributes associated with owning or operating the Project, or any other attributes of owning the Project (collectively "Environmental Attributes"). Customer acknowledges and agrees that all RECs and Environmental Attributes shall be retained by NES for use or disposition by NES in its sole discretion. All unsubscribed electrical energy generated by the Project shall be treated as unallocated. In addition, Customer agrees to reasonably cooperate with NES so that NES may claim any Environmental Attributes from the Project.
- 22. Transfer and/or Assignments:** No Party may assign or transfer its interests in this Agreement except as follows:
- 22.1. Customer Assignment or Transfer:** Customer may freely assign or transfer this Agreement to another eligible subscriber who can receive the applicable bill credits or tariff rate under this Agreement, and Customer's payment to NES of all amounts due and owing to NES after reconciliation of the Monthly Subscription Payments for the period prior to the effective date of the assignment or transfer. Upon the execution of Customer's transfer request, neither NES nor Versant shall have any liability to Customer or be required to refund Customer any money under this Agreement. Customer shall not profit from, or receive any payment as a result of, any assignment or transfer of this Agreement.
- 22.2. Customer New Account(s) or Service Address(es) within Versant Service Territory:** The Parties agree this Agreement shall remain in full force and effect and automatically transfer without any fee to Customer's new Account(s) or service address in the event Customer's Account(s) or service address change, provided Customer remains a customer of the same Versant service territory and remains eligible to participate in the corresponding CSG under the Program requirements and Customer continues to satisfy the Subscriber Eligibility Criteria.
- 22.3. NES's Assignment, Transfer, or Reallocation:** NES may assign or transfer this Agreement to any affiliate, financial institution, or entity without providing Customer prior notice and without obtaining Customer's prior consent, and upon any such assignment or transfer, NES shall be released from all future obligations under this Agreement. NES may transfer or allocate this Agreement and/or Subscription Amount to multiple CSGs and upon such transfer or reallocation will provide Customer updated disclosure information pursuant to the Agreement. Any assignment, transfer or reallocation shall not alter the Customer Discount Rate, contract term, termination provisions, billing mechanics, customer
- 23. Account and Service Address Registration; Consent:** Per Program rules, Customer consent is required to register Customer's Account(s) for monthly bill credit payments. Customer consents to NES's registration of the Account(s) with Versant with respect to the Applicable CSGs. By entering into this Agreement, the Customer authorizes NES to request utility account information regarding the Customer from Versant, including, but not limited to, the Customer's historical electricity usage, cost, and billing information. NES is authorized to retain this information for the duration of this Agreement and 12 months thereafter. Customer consents to NES and any person or entity acting on NES's behalf to communicate with the Customer, in connection with the Applicable CSGs, this Agreement, or any related matter, using any telephone number, email address, or other contact information that may be provided now or in the future. NES any person or entity acting on NES's behalf may communicate with Customer using any current and future means of communication, whether to a wireless or landline number, including but not limited to, automated telephone dialing equipment, as defined by law, the FTC, or the FCC, artificial or pre-recorded voice messages, SMS or text messages, telephone or email. NES may use such means of communication even if Customer will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.
- 24. Default & Remedies:**
- 24.1. Events of Default:**
- 24.1.1. Events of Default.** The following shall constitute an "Event of Default":
- 24.1.1.1.** A Party fails to make any payment due under this Agreement and such failure continues for a period of forty-five (45) days;
- 24.1.1.2.** 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 forty-five (45) days after written notice thereof by the other Party;
- 24.1.1.3.** A Party has provided false or misleading financial or other information to enter into this Agreement;
- 24.1.1.4.** Customer assigns, transfers, encumbers, or sells this Agreement or any part of its Subscription Amount or Bill Credits in violation of Transfers and/or Assigns section; or
- 24.1.1.5.** Customer 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.



24.2. Remedies: Upon the occurrence of an Event of Default, NES may take any rights and/or remedies available to it at law or in equity. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. NES may terminate the agreement and replace the defaulting Customer and reassign its Subscription Amount to another customer, which will not waive payments owed or default fees.

24.3. Attorney's Fees: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

25. Limitation of Liability, Arbitration, Indemnification

25.1. Limitation of Liability: Except as provided in the Early Termination and Transfer and/or Assigns sections with respect to Customer's liability upon termination or transfer of the Agreement, 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, NES' liability arising under or in connection with this agreement cannot exceed the total overpayments made to NES by Customer for electricity produced to date.

25.2. NO WARRANTY: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NES MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT OR ITS OBLIGATIONS HEREUNDER. NES DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NES DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY PRODUCED BY CSG OR CUSTOMER'S PERCENTAGE ALLOCATION.

25.3. Arbitration; Waiver of Jury Trial: Any dispute, disagreement, or claim between Customer and NES arising out of or in connection with this Agreement shall be submitted to final and binding arbitration, in accordance with the Consumer Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate is governed by the Federal Arbitration Act. This arbitration clause replaces the right to participate in a class action or similar proceeding. Notwithstanding any provision to the contrary, any dispute, disagreement, or claim may be submitted by either Party at any time to the Maine Public Utilities Commission by visiting their website at <https://www.maine.gov/mpuc/electricity/renewables/>, or

by calling 1 (800) 452-4699. **EACH OF THE PARTIES, BY SIGNING 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.**

25.4. 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 their employees, officers, directors, and agents, from any and all damages, losses, claims, costs, or expenses (including reasonable attorneys' fees) or any liability resulting from any action or suit by any third party, of any kind resulting from the failure of such Party to comply with any of the terms or conditions of this Agreement applicable to such Party.

26. Miscellaneous:

26.1. Force Majeure: Except as specifically provided in this Agreement, if by reason of Force Majeure, NES is unable to carry out, either in whole or in part, any of its obligations described in this Agreement, NES shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, NES gives Customer 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" as used in this Agreement means any event or circumstances beyond the reasonable control of NES not resulting from NES's negligence.

26.2. 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

26.2.1. be a waiver of such provisions or a Party's right to enforce that provision; or

26.2.2. affect the validity of this Agreement.

26.3. 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.

26.4. Notices:

26.4.1. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed delivered:

26.4.1.1. upon receipt, when delivered personally;



26.4.1.2. upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or

26.4.1.3. on the second day after mailing if mailed to the parties to whom notice is to be given, by first class mail, postage prepaid, and properly addressed to the Provider address noted within the Subscriber Agreement page.

26.4.2. Any Party may change the address for purposes of this Section by giving the other written notice of the new address in the manner set forth above.

26.5. Entire Agreement: This Agreement and all documents referenced herein contain the entire agreement between Parties with respect to the subject matter hereof and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.

26.6. Binding Effect: This Agreement is binding upon the Parties and their successors and permitted assigns.

26.7. Survival: The provisions of Limitation of Liability, Arbitration, Indemnification section of this Agreement shall survive the expiration or earlier termination of this Agreement.

26.8. Governing Law: The Agreement is made in the state of Maine and will be governed by Maine law, without

regard to principles of conflicts of law, together with any applicable federal law.

26.9. Counterparts: This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

26.10. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26.11. Representations of Customer. In connection with the Customer's eligibility for net energy billing credits and authority to enter into this Agreement, the Customer represents and warrants to the Provider that: (i) the Customer is a nonresidential retail customer of Versant and the owner of the Customer's Account(s); and (ii) the Customer has the authority to enter into this Agreement on behalf of the Customer's Account(s) and the individual signing this Agreement on behalf of the Customer is authorized to do so.

