



Citizens Energy JOE-4-SUN Resiliency and Affordability Program Terms and Conditions

1. To qualify for the Citizens Energy Corporation JOE-4-SUN Resiliency and Affordability Program ("the RAP Program"), I must be a member of the Mashpee Wampanoag Tribe or the Wampanoag Tribe of Gay Head (Aquinnah), or my service address must be in one of the following communities: Martha's Vineyard, the Town of Barnstable, New Bedford, or Somerset;
2. Citizens Energy Corporation has the right to verify that the information I provide meets the eligibility requirements necessary for participation in the RAP Program as described at <http://citizensenergy.com/joe4sun-rap>;
3. Once Citizens Energy Corporation verifies that the information I provide meets the eligibility requirements, I will be able to participate in the RAP Program;
4. My electric distribution company (National Grid or Eversource) will continue to bill me each month for the electricity I use;
5. While I am enrolled in the RAP Program, I am still responsible for payments of any outstanding balances, taxes, and fees charged by my electric distribution company (National Grid or Eversource) that appear on my electric bill each month;
6. I will receive Alternative On-Bill Credits ("Credits") from the RAP Program, and these Credits will appear on my electric bill to offset the costs of my electricity usage for each month that I am enrolled in the RAP Program;
7. I may not receive the same amount of Credits each month. The amount of Credits that I receive each month will fluctuate depending on the actual solar production of my assigned Community Shared Solar Farm;
8. At the end of 12 months, I may no longer be enrolled in the RAP Program;
9. After enrollment in the RAP Program, I am able to terminate this contract at any time by written notice to Citizens Energy Corporation. Upon receipt of written notice, this agreement will automatically terminate;
10. The RAP Program is governed by the Massachusetts Department of Energy Resources' regulations, 225 C.M.R. 20.00 and accompanying guidelines ("SMART Program") and Massachusetts General Laws, Chapter 25A, §6 and Chapter 75, §11 of the Acts of 2016, and your Electric Distribution Company's SMART Tariff. In the event that the Law or regulations governing the RAP Program are repealed or change such that Citizens Energy Corporation is no longer able to provide you with Credits or your assigned Community Shared Solar Farm is no longer eligible under the SMART Program to generate net metering credits, Citizens Energy Corporation has the right to stop applying Credits to your electric bill and automatically terminate this agreement;

11. If for any reason the Community Shared Solar Farm you receive Credits from ceases to be eligible for the SMART Program under the Utility's SMART Tariffs, whether by change in Law, the Utility's SMART Tariffs, the configuration of the system, or otherwise, then this Agreement shall automatically terminate;
12. This Agreement may be assigned at any time by Citizens Energy Corporation without your consent, including to lenders or third parties in connection with the financing of the Community Shared Solar Farm;
13. Citizens Energy Corporation and I (individually "Party") agree to make a diligent, good faith attempt to resolve any disputes regarding this agreement or the RAP Program through negotiation before either Party commences arbitration or litigation. Either Party claiming a dispute shall provide written notice thereof to the other Party setting forth the details of the dispute;
14. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF PRODUCTION, EARNINGS REVENUE, USE DATA, CONTRACT OR GOOD WILL, EVEN IN SITUATIONS WHERE A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES; and,
15. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Massachusetts. The parties further agree that the venue for any action or arbitration shall be located in Suffolk County, Massachusetts.