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## FORWARD RENTAL AGREEMENT - GENERAL TERMS AND CONDITIONS

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**The General Terms and Conditions of the Forward Rental Agreement are as follows:**

### 1. REnU Components Included in Rent

The REnU components that have been or will be provided to the Customer as part of this Agreement include, but are not limited to, any number of AC PV panels and/or AC PV pods, corresponding electrical wiring, electrical and mechanical connections, an exchange point, and a DG interconnect device. The exact components required for each Customer varies and, therefore, are specifically engineered for the unique needs of the Customer; the components are set forth in the Component List of the System Design Document and is hereinafter incorporated by reference. Concordantly, the stipulated equipment value of the REnU components is subject to the exact components associated with a Customer's REnU, and the then applicable Residential Retail List Price for each component as defined by the Citizenre Corporation at the Commission Date. This, too, will be set forth in the Component List of the System Design Document.

Proof of delivery and return will be provided by both parties through execution of a Delivery Receipt. If additional equipment is provided and/or selected by the Customer, Customer will pay additional rental charges.

#### 1.1. Change in REnU Components

In the operation and maintenance of the REnU components, it may be determined that certain components must be repaired, refurbished, or replaced. The change of components for the purposes of repairing, refurbishing, or replacing will not have an effect on the Terms and Conditions of this Agreement. Any replacement components will be reflected in the Component List.

From time to time, Provider may determine that the number of components necessary should be increased or decreased to more perfectly match the Customers demand. In this instance, the Component List will be updated. Customer reserves the right to refuse any such change.

### 2. REnU Services Included in Rent

#### 2.1. Engineering, Procurement, and Construction

Provider will engineer, procure necessary components and permissions, and construct a REnU system that meets no more than the approximate annual consumer usage requirements and that meets the Customer's approval, provided that (i) Customer is present and available for the initial Site Review; (ii) the REnU Contract Address meets all suitability requirements to substantiate good performance conditions for the REnU; (iii) Customer approves of the engineering design of the REnU; (iv) all licenses, permits, and permissions are obtained; (v) Customer makes Contract Address accessible for the construction of the REnU; and (vi) the Customer, again, is present and available for the final inspection and commissioning of the REnU.

Provider shall be responsible for obtaining any license, permit or permission from any governmental or regulatory agency which may be necessary for or imposed upon the operation of the REnU on behalf of the Customer. This does not preclude the Customer, however, from assisting the Provider in whatever manner necessary to ensure that such license, permit or permission is obtained. Such licenses, permits and permissions include,

but are not limited to, building permits, utility interconnection agreements, mortgage letters of acknowledgment, and UCC security interests. Should Provider be unsuccessful in obtaining all prerequisite licenses, permissions, agreements and/or acknowledgements, this Agreement will be invalid. The Security Deposit will be returned within twelve months after the Site Visit if the permits cannot be obtained in that time.

#### 2.2. Operating and Maintenance

Provider will commission the REnU upon final inspection. Once commissioned, Provider will monitor the operation of the REnU using the exchange point. Performance monitored and data stored will relate to the condition of the components, the power generated by the PV panels, the power consumed by the Customer, the power distributed to the utility, and the time in which the transfer of energy occurred. This data will be reported to the Provider on a daily basis and utilized to analyze the condition and performance of the REnU. Data will then be used to perform maintenance, reporting, and billing services.

Unless another reporting service is provided by the Provider, REnU data is transmitted via the telephone line or the internet. During the short transmission period, Customer may not be able to use the line for other purposes. The REnU must always be directly connected to a land-based telephone line or the internet to perform reporting duties. If it is not so connected, or if the line is not performing according to Provider's requirements, Provider may suspend Service and take action to recover the REnU.

Provider will be the exclusive source to maintain the REnU and will maintain the REnU in operational condition. Customer will make Contract Address accessible and the REnU available to Provider for maintenance and inspection during the Term of this Agreement at any reasonable time. In the event that the REnU components are beyond repair in the field, Provider will pay all costs for shipment to Provider's repair centers and shall be liable for any loss or damage during transportation. Provider will replace components with functioning equivalents during the period of repair. Upon repair, Provider has the option to (i) return the components to the Customer and shall be liable for any loss or damage during transportation, and (ii) retain the original components and update the Component List. Such maintenance will be provided without charge to Customer for malfunctions and failures due to manufacturing defects and normal wear and tear. Maintenance required for other malfunctions and failure or damage such as caused by abuse, accident, or improper operation is covered under Section 5.2.

Malfunction or failure of operation covered by this section will result in the reduction of Rental Charges to the Customer as covered in Section 3. In no event will Provider be liable for any loss of profits, indirect, consequential or other damages resulting from any failure of the REnU.

If Provider's performance of any obligation hereunder is delayed due to reasons beyond Provider's reasonable control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will Provider be liable for any damages resulting from any delay in the delivery of any component or any delay in the performance of any maintenance.

The Customer will exercise due care in the use and operation of the REnU and such use and operation shall be only according to written in-

structions provided by Provider. Customer will not use or operate the REnU in any illegal manner or for any illegal purpose nor in violation of any law, ordinance or regulation. The Customer will not open the REnU electronics enclosure housing, alter or repair or permit the alteration or repair of the REnU, remove or relocate or permit the removal or relocation of the REnU, or make any attachments thereto, without the prior written approval of Provider.

**2.3. Reporting**

Provider will report to Customer the condition and performance of the REnU. Reporting will be conducted on a daily basis and distributed to the Customer via the REnU Customer website, also known as the Customer Area. In addition, monthly reports will be made available along with the Customer's Billing Statements, and an annual report will be made available on the Anniversary of every Contract Date. Monthly and annual reports will be stored for three years and can be found in the Customer Area as well.

**2.4. Temporary Removal and Relocation**

Provider will temporarily remove the REnU at the request of the Customer one time during the term of the Customer's Agreement for the purpose of roof repairs or relocation of the REnU, subject to the charges stated in Section 7.4. Customer also understands that a request for Temporary Removal and/or Relocation must be submitted at least 30 days prior to the service being performed.

**2.5. Decommissioning**

Provider will decommission the REnU once a Contract Term has been completed and no other options have been selected. Provider will recover the components. Provider will replace the roofing material where the PV array infringed upon the roof and re-plaster or caulk all holes that were created by the mounting structures. Provider is not responsible for damages or general wear and tear to the house or surrounding structures and fixtures that were not caused by the REnU or the decommissioning thereof.

**2.6. Changes in Service**

Many changing considerations affect the availability, cost and quality of service, and customer demand for it. Accordingly, Provider must reserve the unrestricted right to change, rearrange, add or delete Services, the selections in those Services, and any other Service that Provider offers, at any time. Provider will endeavor to notify Customer of any change that is within its reasonable control and its effective date. In most cases, this notice will be about one month in advance. Customers always have the right to cancel their Service, in whole or in part. If Customer cancels Service because of a change in the contract by Provider that adversely impacts the Customer, there will be no loss of Security Deposit, unless the Customer is uncooperative with the recovery of the REnU or fails to pay the final Rental Charges billed to the customer. If Customer does not cancel, the continued receipt of Provider's Service will constitute acceptance of the revised contract terms.

Customer may request a reduction in the REnU system size, as long as the total system size does not become less than 2kWp. This request will be provided to the Customer one time at no charge. Any additional requests for reduction in the size of the REnU will be charged at 10 cents per Watt. Customer can also request an increase in the size of the REnU. There is never a charge for increasing the size of the REnU.

**3. Warranty and Performance Guarantee**

Provider warrants that each item of equipment will be suitable for normal

operation and use at the time of delivery.

Provider guarantees that the REnU will generate electricity at or near its name plate capacity for the total Peak Sun Hours available to it each day over the Term of the Agreement, adjusting only for the standard performance decline over its useful life. Peak Sun Hours are the equivalent number of hours per day when solar irradiance averages 1 kW/m2: Peak Sun Hours are variable and are based on the geographic location of the Contract Address. Standard performance decline is the gradual decline of generating capability from the REnU's nameplate capacity to eighty (80%) percent of its nameplate capacity over its warranty life.

If the REnU malfunctions, or if a component of the REnU fails, causing the REnU to cease operating for a period of time, Provider will provide maintenance in accordance with Section 2.2 and Provider will extend the Term of the Agreement for the total number of days that the system was not in operation.

The REnU generates electricity by converting sunlight into electricity, so the REnU cannot be expected to generate electricity when the sun is not available, or if there are climatic conditions such as cloud or dust coverage that interfere with solar irradiance, or if local objects fall on top of or shade the array. In addition, soil build up may also degrade the REnU's ability to generate electricity somewhat.

The REnU is typically interconnected with the local load serving entity, so Provider can not guarantee REnU operation when there is a grid failure. The anti-islanding features of the REnU ensure the safety and well-being of line crews that may be repairing a portion of the grid that caused such grid failure. If the REnU is engineered to operate independently of the grid, such as in a grid paralleled or grid separated design, Provider does guarantee that the REnU will continue to operate when there is a grid failure.

Provider cannot guarantee REnU operation where damage or loss has been caused by nature or a natural disaster. Provider will guarantee that maintenance will be provided as soon as possible to restore the REnU to its original operating condition. The speed at which Provider restores such REnU depends upon the size and scope of the natural disaster, and the resources available to the Provider to respond to the disaster.

Provider cannot guarantee REnU operation where theft, or deliberate damage, tampering or interference has occurred. Provider will work to restore the REnU to operating condition as quickly as possible at no charge to the Customer, unless it is found that Customer has caused or has enlisted someone to cause deliberate damage, tampering, or interference of the REnU, or is found to be involved in the theft of the REnU in whole or in part. The liability of the Customer in such instances is detailed further in Section 5.2.

**PROVIDER CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE RENU AND DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF.**

**4. Ownership and Security Interest**

**4.1. Ownership**

Customer acknowledges that Provider is and shall remain the owner of the REnU unless title is conveyed to the Customer by an attached separate lease/sale or sale agreement. Customer will protect Provider's ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer will not remove, obliterate or obscure markings which identify Provider as owner of the REnU.

**4.2. Security Interest**

Customer will execute and deliver to Provider documents and forms which are reasonably necessary or desirable to protect Provider's ownership and interest in the REnU, including finance statements under the Uniform Commercial Code.

**5. Insurance and Risk of Loss, Damage, or Theft**

**5.1. Insurance**

Provider does not insure the REnU during the period it is rented to the Customer. Customers may elect to obtain, at their own expense, insurance covering the REnU during the term of the rental. Exception is for damage protection insurance that Provider may offer at an extra charge. Provider may also offer solar irradiance insurance.

**5.2. Risk of Loss, Damage, or Theft**

Customer will bear responsibility for all failures, damage to or loss of components whether due to theft or other source of loss, except for manufacturing defects and normal wear and tear covered under Section 3. In the event of any such damage or loss, Customer will promptly give Provider notice thereof and Customer will elect one of the following options:

(i) Pay to Provider an amount equal to the Stipulated REnU Value or fraction thereof for the damaged or lost components. In such case, the rental charges and other obligations of the Customer shall continue until the payment is made. After payment is made, this Agreement will terminate as to the components involved; or

(ii) Request that Provider repair or replace the damaged or lost component, and pay to Provider the cost of such repair or replacement. In such case the rental charges and other obligations of the Customer shall continue during the period of repair or until replacement. If Provider is unable to repair or replace the equipment then option (i) shall apply.

In any case the amount to be paid to Provider shall be reduced by any applicable insurance proceeds paid to Provider pursuant to Section 5.1 of this Agreement.

**6. Limitation of Liability**

UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, PARTIES EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER PARTY WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER.

**7. Payments and Charges**

In return for use of the REnU and receiving associated Service, Customer promises to pay as follows:

**7.1. Rental Charges**

Rental fees are based on the nameplate capacity of the REnU, which comes with a performance guarantee explained in Section 3. The REnU will be constantly monitored to assure that it is performing at nameplate

capacity. If there is ever a decline in performance, the rent will be reduced accordingly. Customer further agrees to pay applicable rental charges and any other applicable fees promptly upon receipt of monthly rent and service bill by the due date. A security deposit as noted in Section 7.2 will be taken by Provider as security for the return of the REnU in good condition. This security deposit is not a charge and Customer, by signing this Agreement, agrees to the acquisition of this security deposit upon approval of the engineering design. Also, the security deposit does not release Customer from further liability and obligations if Customer fails to return the REnU in good operating condition. The Customer will return the REnU at the end of the Rental Term and, if Customer fails to provide access to the REnU for recovery, will pay an equivalent daily rental rate based on the applicable rental rates for any time after the Termination Date. Until Provider recovers the REnU, the Customer shall remain bound by the obligations of this Agreement.

In the event that the Customer relocates the REnU to a new service territory, the Customer agrees that the Rental Charges will be adjusted based on either (i) the Contract Rate for the new service territory that was in effect at the date the Agreement was accepted by Provider or (ii) in the event that a Contract Rate was not established in the new service territory at the time the Agreement was accepted, then the earliest Contract Rate available.

Customer will pay Rental Charges until the Rental Agreement is canceled. The outstanding balance is due in full each month. Provider may, in its discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on Customer's payments will restrict Provider's ability to collect all amounts owing to it. Provider may terminate Customer's Rental if Customer does not pay their statements on time, after any applicable grace period.

**7.2. Security Deposit**

A Security Deposit is required of the Customer upon approval of the REnU's engineering design. The Security Deposit is \$500 for all REnU systems with a nameplate capacity of 5 KWp DC or less, and for REnU systems with a nameplate capacity larger than 5 KWp DC it is \$500 plus 10 cents per Wp DC for every Wp DC greater than 5 KWp DC for a maximum of \$1,000. This Security Deposit and any interest is maintained by Provider and will be applied against the recovery cost of a REnU in the event of Customer cancellation or Provider termination of the Rental because of Customer's failure to pay or for some other breach on Customer's part. Upon completion of this Agreement, and after final rent and other charges are paid in full, the Security Deposit will be completely returned with interest. Interest will be based upon the two-year U.S. Treasury note. Interest will be compounded.

**7.3. Test and/or Repair Charge**

If returned components appear broken due to misuse, a test and repair charge of up to \$25.00 for each component appearing to be broken may be charged for inspection, testing and minor repairs required to return the components to service. This charge will be payable at the end of this Agreement. If the components can not be repaired, the customer will be notified and will be responsible for the designated replacement cost of the components.

**7.4. Temporary Removal and Relocation Fees**

From time to time, Customer may require Provider to temporarily remove the REnU to either make roof repairs or to relocate the REnU to a new Contract Address. The cost to temporarily remove the system to either

make roof repairs or to relocate the REnU is \$500 for all REnU systems with a nameplate capacity of 5 KWp DC or less, and for REnU systems with a nameplate capacity larger than 5 KWp DC it is \$500 plus 10 cents per Wp DC for every Wp DC greater than 5 KWp DC. Additional charges will apply if the REnU is out of service for more than 30 days. In the instance of a REnU being temporarily removed for more than 30 days, the Customer will be required to pay a Rental Charge equal to the average Rental Charge of the previous 12 billing months for every 30 days that it is removed.

Customers entering into a 25 year commitment will have the option of temporarily removing the REnU system, for either roof repairs or relocation, one-time free of charge, unless the removal exceeds 30 days, and then the customer will be required to pay a Rental Charge equal to the average Rental Charge of the previous 12 billing months for every 30 days that it is removed.

**7.5. Late Fees, Penalties and Other Fees**

If Provider does not receive Customer's payment by the due date on Customer's bill, Provider may charge an administrative late fee of the lesser of (i) up to \$5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge or other such charge or payment of a similar nature. Customer acknowledges that this fee is reasonably related to the actual expense Provider incurs due to late payment and may be subject to limitations set forth by law in Customer's state.

If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to Customer's account, Provider may charge Customer a fee the lesser of (i) up to \$20.00; or (ii) the maximum amount permitted by applicable law. Customer acknowledges that this fee is not an interest charge, finance charge or other such charge or payment of a similar nature and it is reasonably related to the actual expense Provider incurs due to unsatisfied payment.

If Customer cancels Service or Provider terminates Service because of Customer's failure to pay or for some other breach on Customer's part, Provider has the right to retain the Customer's Security Deposit that was provided at the beginning of the Agreement, unless the cancellation is covered under 2.1, 2.6, 7.7, or 16.3. Customer acknowledges that this fee is not an interest charge, finance charge or other such charge or payment of a similar nature and it is reasonably related to the actual expense Provider incurs due to recovery of the REnU. This does not release the Customer from any other liability or obligations in conjunction with rents owed prior to cancellation or termination of the contract, late fees, returned payment fees, collection fees, test and/or repair charges, or replacement costs. All such fees and charges continue to be the responsibility of the Customer and owed to the Provider.

To the extent permitted by law, Customer will pay Provider any costs and fees that it reasonably incurs to collect amounts Customer owes to Provider.

**7.6. Taxes, Fees and Surcharges**

Customer agrees to pay all taxes, fees, and surcharges set by the government, whether local, state or federal. Provider may not always give advance notice of changes to these items.

**7.7. Utility Charges**

Customer acknowledges that the REnU is not a primary source of elec-

tricity and that connection with the local load serving entity is required to guarantee reliable electricity service. In light of this, Customer will most likely be required to pay a minimum service fee to the electric utility. As well, electricity charges and other such charges may be assessed by the utility on the Customer for use of service and consumption of electricity. Customer agrees to pay these fees and charges to the utility and maintain electric utility service throughout the duration of the Agreement. Failure to do so may cause the Customer's electric service to be disrupted and will result in Provider recovering the REnU, a loss of Security Deposit, and the possibility of other charges and fees being assessed on the Customer as described in Sections 7.3, 7.4, and 7.5.

Customer further acknowledges that the load serving entity is subject to net-metering laws that may not remain in effect throughout the duration of the Agreement. This may have a material adverse affect on the Agreement and could cause the Customer to begin paying for excess electricity generated that may not be used by the Customer. Likewise, the banking of electricity generated by the REnU and delivered to the utility may not always work out in the favor of the Customer. There may be times that the utility captures the unused credits of electricity at the avoided cost, which may be less than the Contract Rate, or the utility may simply be granted the unused credit without compensation to the Customer at all. **PROVIDER CAN NOT BE HELD LIABLE FOR SUCH LOSSES INCURRED BY THE CUSTOMER.**

**7.8. Calculating Charges**

The Customer's bill reflects the fees and charges in effect under the Agreement. Once this has been done, Provider then attaches any fees, charges, or unpaid balances owed, for a total bill. Customers can dispute their bill, but only within 180 days of receiving it. **CUSTOMER MUST STILL PAY ANY DISPUTED CHARGES UNTIL THE DISPUTE IS RESOLVED.**

**7.9. Billing Statements**

Provider will send Customer a statement for each billing cycle at the first of every month. Statements will show: (i) payments, credits, rents and any other charges to Customer's account; (ii) the amount Customer owes Provider; and (iii) the payment due date.

The Customer Bill is Provider's notice to Customers of their fees, charges and other important information. Customers should read everything in their bill. Customers can view their detailed bill online.

If Customers think their statement is incorrect or if Customers need more information about it, contact Provider immediately. Provider will try to resolve any complaints Customers have as promptly as it can.

**7.10. Payments**

Payment is due in full as stated on Customer's bill. **IF PROVIDER DOES NOT RECEIVE PAYMENT IN FULL WHEN DUE, PROVIDER MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS PROVIDER HAS ON FILE FOR CUSTOMER AT THE TIME, CHARGE A LATE FEE OF UP TO 1.5% PERCENT A MONTH, 18% ANNUALLY, OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. PROVIDER MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS PROVIDER HAS ON FILE FOR CUSTOMER AT THE TIME CUSTOMER'S ACCOUNT IS FIRST SENT TO A COLLECTION AGENCY, ALSO CHARGE FOR ANY COLLECTION AGENCY FEES BILLED TO PROVIDER FOR COLLECTING FROM CUSTOMER.**

**8. Indemnity**

Customer agrees to protect, indemnify and hold harmless Provider from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this REnU.

**9. Termination**

Except as explicitly permitted by this Agreement, Customer agrees to maintain Rental with Provider for the Contract Term. Contract Term extensions, due to periods of malfunction or failure, do not count towards Customer Contract Term. Customer does not have to agree to any Contract extensions until the original completion date of the Contract Term is reached. After that, Customer becomes a year-to-year customer under this Agreement, and Rental will continue until canceled as provided herein. UNLESS CUSTOMER NOTIFIES PROVIDER THAT CUSTOMER WISHES TO CANCEL THE AGREEMENT, PROVIDER WILL AUTOMATICALLY RENEW THE RENTAL AS A YEAR-TO-YEAR AGREEMENT, AS LONG AS PROVIDER CONTINUES TO CARRY THE RENTAL.

Customer understands that they will forfeit their Security Deposit if they terminate the Agreement, either voluntarily or by default or breach of contract, prior to the completion date of the Term. Customer remains responsible for any unpaid fees or charges, and is liable for any damage or repairs necessary to either replace the components of the REnU or bring them back to good working condition.

If a Customer terminates the Agreement voluntarily and is cooperative during the recovery process of the REnU, Customer will only be refused the Right to Rent for a period of six (6) months. If the Customer defaults or is found to be in breach of the Agreement, or if the Customer fails to be cooperative during the recovery process of the REnU, then the Provider reserves the right to refuse the Right to Rent indefinitely.

**9.1. Default**

If Customer fails to pay amounts owed to Provider when due, subject to any grace periods, or otherwise defaults, Provider has the right to terminate this Agreement forthwith by notice to the Customer. Upon such termination, (i) the balance of the Gross Rental Amount, defined as all rents due prior to termination, will be due and payable immediately and, (ii) Provider has the right, at its option, to take possession of and remove the REnU from service immediately. Any other damages or amount chargeable to the Customer shall be immediately due upon such termination.

IN ADDITION TO FAILURE TO PAY AMOUNTS OWED, PROVIDER CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END CUSTOMER RENTAL OR ANY AGREEMENT WITH CUSTOMER FOR ANY GOOD CAUSE, including, but not limited to: (i) paying late more than once in any 12 months; (ii) harassing Provider's employees or agents; (iii) lying to Provider; (iv) providing credit information Provider can't verify; (v) interfering with Provider's operations; (vi) becoming insolvent or going bankrupt; (vii) defaulting on mortgage loan; (viii) failing to maintain electric utility or telephone service or internet; (ix) using REnU service in a way that adversely affects Provider's systems or other customers; (x) tampering with or allowing anyone to tamper with the REnU; or (xi) any action which jeopardizes Provider's ownership or ownership rights or ability to take possession of the REnU. Provider may also cancel Customer's Rental if Customer elects not to accept any changed terms described to Customer, as provided in Section 16.3. And Provider can temporarily limit Customer's services and guarantees for such Rental for any operational or governmental reason.

**9.2. Cancellation**

**9.2.1. General Provisions**

Once Customer approves the plans and pays the security deposit (explained in Section 7.2), Customer will lose the security deposit if the Agreement is terminated before the end of the Term without mitigating circumstances as explained in Sections 2.1, 2.6, 7.7, or 16.3.

Customer may cancel Rental by notifying Provider under the notification provisions specified in Section 9.2.3 and Section 13. Customer may be charged a recovery fee as described in Section 7.5. Customer's notice is effective on the day Provider receives it at the address given in Section 13. Customer will still be responsible for payment of all outstanding balances accrued through that effective date.

If the laws of the state or the metering policies of the utility are changed or removed without compensating policy or customer benefit, Customer has the right to cancel the Agreement and receive a refund of their security deposit, minus any fees explained in Sections 7.3, 7.4, and 7.5.

**9.2.2 Right to Cancel Provided By Law**

Some specifics of this required section do not directly apply because Customer will not pay for or receive any product until after the site evaluation has occurred, as explained in Section 7.2.

You may CANCEL this Agreement without any penalty or obligation, within FIVE BUSINESS DAYS from the Contract Date provided in the introductory section of this Agreement.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the Provider of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this Agreement, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to address given in Section 13, The Citizenre Corporation, Customer Service, 501 Silver-side Road, Suite 69, Wilmington, Delaware 19809, NOT LATER THAN MID-NIGHT ON the 5th Business Day after sale.

**9.2.3 Further Cancellation Assurances Provided by Citizenre**

Customer has the right, with no financial loss or obligation, to cancel this Agreement at any time before the Site Review. If Customer cancels the Agreement before the Site Review, the Customer has no further obligation of any kind.

If Customer cancels the Agreement during the Site Review, Customer will again have no financial loss or obligation, however Provider may place Customer on a "Do Not Serve List" for the future.

To cancel this Agreement, notify Citizenre in writing at the address given in Section 13. Cancellation will be effective on the date it is received by Citizenre.

**10. Assignment and Transfer**

Provider may assign all or part of this Agreement or Customer's debts without notice, and Customer agrees to make all subsequent payments as instructed.

This Agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of Provider. Provider considers Customer to be responsible for the REnU. Customer is liable for keeping people and property clear of the components of the REnU as they are electrical in nature and may cause severe bodily harm to individuals and/or electrical damage to property. The REnU remains the responsibility and liability of the Customer until the REnU is recovered by the Provider or an assignment has been approved by the Provider and transfer has been made to another Customer.

Upon approval by Provider, a Customer may transfer the REnU to another Customer under the same Terms and Conditions of this Agreement so long as (i) the REnU continues to remain at the Contract Address identified in the Agreement for a period of twelve (12) months, and (ii) the assuming Customer agrees to all of the terms and conditions of the Agreement.

**11. Consent Regarding Credit**

In order to establish an account with Provider, Customer authorizes Provider to inquire into Customer's creditworthiness, by checking with credit reporting agencies. If Customer is delinquent in any payment to Provider, Customer also authorizes Provider to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, Provider reserves the right to require prepayment for any Rental via cashier's check, money order or credit card, notwithstanding Customer's credit rating, past history or practice.

**12. Dispute Resolution and Arbitration**

In order to expedite and control the cost of disputes, Customer and Provider agree that any legal or equitable claim relating to this Agreement, any addendum, or Customer Rental (referred to as a "Claim") will be resolved as follows:

**12.1. Informal Resolution**

Customer and Provider will first try to resolve any Claim informally. Accordingly, neither Customer nor Provider may start a formal proceeding for at least 60 days after either Customer or Provider notifies the other of a Claim in writing. Customer will send notice to the address described in Section 13 of this Agreement, and Provider will send its notice to Customer's billing address.

**12.2. Formal Resolution**

If Customer and Provider cannot resolve a Claim informally, any Claim that either Customer or Provider asserts will be resolved only by binding arbitration. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND

RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO. Customer and Provider also each agree, to the fullest extent permitted by law, that:

(i) The Federal Arbitration Act applies to this Agreement. Except for qualifying small claims court cases, any controversy or Claim arising out of or relating to this Agreement, or any prior Rental Agreement with Provider or any of Provider's affiliates or predecessors in interest, or any product or service provided under or in connection with this Agreement or such a prior Agreement, or any advertising for such products or services, will be settled by one or more neutral arbitrators before the American Arbitration Association ("AAA") or Better Business Bureau ("BBB"). Customer can also bring any issues the Customer may have to the attention of federal, state, or local government agencies and they can, if the law allows, seek relief against Provider on Customer's behalf.

(ii) For claims over \$10,000, the AAA's Supplementary Procedures for Consumer-Related Disputes Rules will apply. For claims of \$10,000 or less, the complaining party can choose either the AAA's Supplementary Procedures for Consumer-Related Disputes Rules, an individual action in small claims court, or the BBB's rules for binding arbitration. Both Customer and Provider may be required to exchange relevant evidence in advance.

(iii) Customer can obtain procedures, rules, and fee information from the AAA ([www.adr.org](http://www.adr.org)), the BBB ([www.bbb.org](http://www.bbb.org)), or from Provider.

**12.3. Special Rules.**

In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction.

Neither Customer nor Provider shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. If, however, the law of Customer's state would find this agreement to dispense with class arbitration procedures unenforceable, then the agreement to arbitrate will not apply.

If for any reason a claim proceeds in court rather than through arbitration, Customer and Provider each waive any trial by jury.

**13. Notices**

Notices to Customer will be deemed given when personally delivered, addressed to Customer at Customer's last known address and deposited in the U.S. Mail (which may include inclusion in Customer's billing statement), or sent via Internet to the e-mail address Customer provided Provider or delivered when a voice message is left at the telephone number on Customer's account. Customer's notices to Provider will be deemed given when Provider receives them at the address given below.

**THE CITIZENRE CORPORATION**  
**Customer Service**  
**501 Silverside Road # 69**  
**Wilmington, Delaware, 19809**

Customer agrees to provide true, accurate, current and complete contact information (Customer's name, mailing address, residence address or telephone number), and maintain and promptly update Customer's contact information to keep it true, accurate and complete.

**14. Privacy**

Provider collects Personally Identifiable Information about its Customers (“Personal Data”). The use and disclosure of this Personal Data is governed by Provider’s Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of Provider’s Privacy Policy is available at <http://renu.citizenre.com>.

Except as provided in this Agreement, Provider won’t intentionally share personal information about Customer without Customer’s permission. Provider may use and share information about Customer: (i) so Provider can provide goods or services; (b) so others can provide goods or services to Provider, or to Customer on Provider’s behalf; (c) so Provider or Provider’s affiliates can communicate with Customer about goods or services related to the ones Customer already receives (although Customer can request that Provider discontinue communicating goods and services at any time if Customer does not want Provider to do this); (d) to protect ourselves; or (e) as required by law, legal process, or exigent circumstances. In addition, Customer has authorized Provider to investigate Customer’s credit history at any time and to share credit information about Customer with credit reporting agencies. If Customer asks, Provider will tell Customer the name and address of any credit agency that gives Provider a credit report about Customer. For training or quality assurance, Provider may also monitor or record its calls with Customer.

**15. Online Access**

Customer is responsible for maintaining the confidentiality of the password and account username used for online billing and account maintenance with Provider, and is fully responsible for all activities that occur under Customer’s password and account. Customer agrees to: (i) keep Customer’s username and password confidential and not share them with anyone else; (ii) immediately notify Provider of any unauthorized use of Customer’s password and account or other breach of security and (iii) use only Customer’s username and password to log into Provider’s online sites.

**16. General**

**16.1 Headings**

The headings and titles to the section and paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affecting the construction or interpretation of any provisions hereof.

**16.2 Controlling Law**

All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Delaware.

**16.3 Changes in Agreement Terms**

Provider reserves the right to change the Terms and Conditions on which it Rents. If Provider makes any such changes, Provider will send Customer a copy of the new Rental Agreement containing its effective date. Customer always has the right to cancel the Rental, in whole or in part at any time, and Customer may do so, and recover the Security Deposit, if Customer does not accept any such changed terms or conditions. If Customer elects not to cancel the Rental after receiving a new Rental Agreement, Customer’s continued Rental will constitute acceptance of the changed Terms and Conditions. If Customer notifies Provider that Customer does not accept such Terms and Conditions, then Provider may cancel Customer’s Rental as provided in Section 9.1, as Provider cannot offer Rentals to different Customers on different terms.

Customer’s Rental is also subject to Provider’s business policies, practices, and procedures, which Provider can change without notice. If Customer chooses to continue with the Rental at that point, Customer is accepting the changes. If the changes have a material adverse effect on Customer, however, Customer can end the affected Rental, without any recovery fee, just by giving notice to Provider within 60 days of the change.

**16.4 Severability**

In the event that any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of the state of Delaware, or the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.

**16.5 Previous Agreements**

This Agreement supersedes all prior and contemporaneous agreements and representations made with respect to the same subject matter, and is the entire Agreement between the parties.

**16.6 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.

**16.7 Further Assurances**

The parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.