

Priority Submetering Solutions, LLC Conditions of Service

Effective: February, 2020

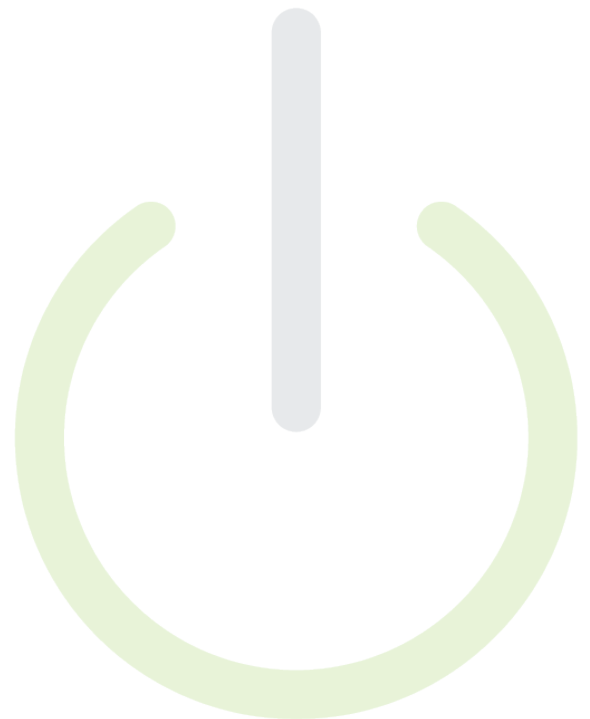


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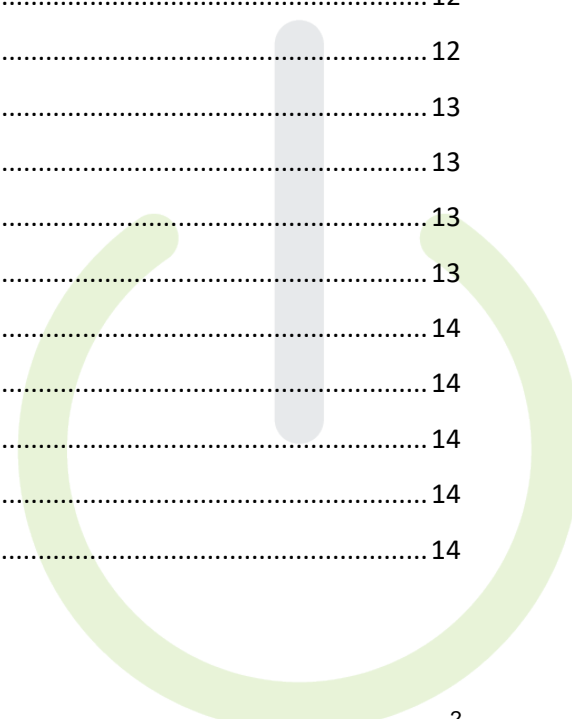
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SECTION 1 – INTRODUCTION

1.1 IDENTIFICATION

Priority Submetering Solutions, LLC (PRIORITY) is a unit sub-metering company providing sub-metering systems, equipment and technologies within the buildings it services.

1.2 RELATED CODES AND GOVERNING LAWS

PRIORITY shall comply with the applicable statutes, regulations and regulatory requirements of each city in which it does business. These Conditions of Service relate to PRIORITY'S sub-metering services in all U.S. states.

1.3 INTERPRETATION

Within this Conditions of Service document, unless the context otherwise requires:

- Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural and vice versa;
- Words referring to gender include any gender.

1.4 AMENDMENTS AND CHANGES

These Conditions of Service shall be deemed to have been automatically updated, from time to time, to comply with applicable statutes, regulations and regulatory requirements of each city in which PRIORITY is doing business. These Conditions of Service form part of any Agreement (written or implied) between PRIORITY and any Customer. By taking service from PRIORITY, each Customer agrees to be bound by these Conditions of Service, even if no Agreement has been signed. These Conditions of Service supersede any previous Conditions of Service document whether written or oral of PRIORITY or any of its predecessors.

Customers of PRIORITY are responsible for contacting PRIORITY to ensure that they have the most up to date copy of PRIORITY'S Conditions of Service. The current version of these Conditions of Service will be posted on PRIORITY'S website for Customers to access at www.prioritymeter.com. In the event that there are changes to the Conditions of Service, PRIORITY will provide notice to its Customers and will post the changes to its website before they are effective.

1.5 CONTACT INFORMATION

Mailing Address

Priority Submetering Solutions, LLC
3422 Old Capitol Trail, #942 Wilmington, DE, 19808, USA

Email: info@prioritymeter.com

Telephone

Toll Free: 866-836-3837
Phone: 905-837-8548
Fax: 905-837-6578

Normal Business Hours

Monday to Friday between 8:30am and 4:30pm Eastern time exclusive of federal holidays, Christmas Eve, New Year's Eve, the following Canadian holidays: Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Thanksgiving Day, Remembrance Day, and two additional days between Christmas Day and New Year's Day (notification will be provided).

Customer Service Hours

- Monday to Friday between 8:00am and 5:00pm Eastern time, exclusive of federal holidays, Christmas Eve, New Year's Eve and the following Canadian holidays: Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Thanksgiving Day and Remembrance Day.

1.6 DISPUTE RESOLUTION

In the event that a dispute arises with any Customer who is not the Building Owner (including a condominium corporation) who has contracted with PRIORITY, such Customer must use the following method for resolving the dispute with PRIORITY:

Step 1 The Customer must set out the nature of the dispute in writing. To do so, the Customer must email PRIORITY at info@prioritymeter.com or write a letter to:

Attn: Customer Service Division
Priority Submetering Solutions, LLC
3422 Old Capitol Trail, #942 Wilmington, DE, 19808, USA

Step 2 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 1, the matter will be referred to PRIORITY's management for review and direct follow up with the Customer.

Step 3 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 2, the Customer may escalate the matter to the Building Owner for review and PRIORITY's management will follow up directly with the Building Owner.

Step 4 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 3, the Customer may refer the matter to the Customer Relations Department of the local governing body relating to utility disputes.

PRIORITY shall keep a record of all complaints, whether resolved or unresolved, including an outline of the nature of the complaint or dispute and details of the resolution of the complaint.

Customers are required to pay all undisputed amounts billed by PRIORITY. In the event that the resolution of any dispute results in a determination that there has been an underpayment by the Customer, then PRIORITY will bill all amounts due, including any applicable interest.

SECTION 2 – GENERAL ACTIVITIES

2.1 SECURITY DEPOSIT PROCEDURE

PRIORITY retains the right to collect a security deposit from any Customer to secure charges that PRIORITY will process in the future. Security deposits may be collected when a Customer applies for service, or, when they fail to maintain a good payment history. Customers are considered to have good payment history when all of the following conditions are met:

- a) No more than one Disconnection notice has been sent;
- b) No Disconnection / reconnection trip has occurred; and
- c) No more than one non-sufficient funds (NSF) for either a bad check or electronic funds transfer has occurred.

When a residential Customer applies for service, PRIORITY may require the payment of a security deposit, unless the Customer qualifies for an exemption from payment of a security deposit. A security deposit to a residential Customer will be waived under the following circumstances:

- a) A letter is provided from another local utility distributor, or, another local unit sub-metering company confirming the Customer's good payment history within the past twenty-four (24) months; or
- b) The Customer signs up with PRIORITY to use electronic funds transfer for its account, or

c) If the applicable rules or policies in the city where the Customer receives service allow for a waiver of a security deposit for low-income consumers, and if the Customer qualifies as a low-income electricity consumer and requests that the security deposit be waived.

PRIORITY may require a security deposit from all non-residential Customers.

If new Customers have no payment history with PRIORITY, then PRIORITY will determine the amount of the security deposit based on estimated utility consumption, or, on utility consumption of a similar Customer as determined by PRIORITY. PRIORITY will use a billing factor (a multiplier of the estimated Customer bill) to determine the total amount of the security deposit. The billing factors are as follows:

- a) 2.5 for Customers that are billed monthly;
- b) 1.75 for Customers that are billed bi-monthly;
- c) 1.5 for Customers that are billed quarterly.

The minimum-security deposit is \$100. Security deposits will be accepted in any available means acceptable by PRIORITY, including cash or check. Security deposits may be paid by a Customer in equal installments over a six-month period.

In the event that a Customer fails to pay its security deposit, then PRIORITY may treat this as a non-payment that is subject to PRIORITY's Disconnection policy, as set out herein.

PRIORITY will review Customer security deposits once per year, to determine whether there is a good payment history that qualifies the Customer for the return of its security deposit. If a Customer maintains a good payment history for the following periods of time:

- a) Residential Customers– 1 year;
- b) Non-residential Customers with less than 50 kW demand – 5 years;

then the Customer's security deposit will be refunded, with interest using Bank of America Prime minus 2%. All security deposits that are refunded will be done so as a credit on the Customer's bill from PRIORITY. Should PRIORITY still be holding the security deposit at the time of the final bill to the Customer, PRIORITY will apply the security deposit to the final payment owing by the Customer. Should a deposit amount be left over after final application of the security deposit to the final bill PRIORITY will issue a check to the Customer within six (6) weeks of the final billing date. Any interest accrued will be refunded as a part of the security deposit.

Where a Customer who does not have a current security deposit with PRIORITY fails to maintain good payment history, then PRIORITY may require a security deposit from the Customer in order to continue to provide service. This security deposit will be calculated based on the Customer's estimated bill multiplied by the billing factor set out above, except where prohibited by law. Customers who have received two (2) or more Disconnection notices in a twelve (12) month period may be required to pay a security deposit calculated based on the Customer's highest actual bill over that period multiplied by the applicable billing factor, except where prohibited by law.

Security deposits may be applied by PRIORITY to any overdue account of the Customer against any utility charges owing at the time.

2.2 BILLING PERIOD

PRIORITY maintains the right to produce bills on a monthly, bi-monthly, quarterly or annual basis. Should a dispute arise about a meter reading the Customer must contact PRIORITY and follow the dispute resolution process contained in section 1.6.

2.3 PAYMENT REQUIREMENTS

PRIORITY prepares and sends bills to Customers for the energy services, including the delivery, supply, metering and billing of utilities, provided to its Customers. Bills produced by PRIORITY are due in full on the indicated due date and full payment must be received at PRIORITY'S office by the due date. Bills that are not paid in full by the due date are subject to late payment and administration charges.

2.4 AGREEMENTS

PRIORITY requires all Customers to enter into an Agreement with PRIORITY to receive unit sub-metering services. PRIORITY's current standard form of Agreement is included in the Appendices to the Conditions of Service. In any event, regardless of whether a signed Agreement exists, PRIORITY has an implied Agreement, consistent with these Conditions of Service and PRIORITY's then-current Move-In form. A Customer who uses utility supplied and/or delivered by PRIORITY shall be liable for payment of PRIORITY's bill, even in the absence of a signed Agreement. All Customers are subject to these Conditions of Service, regardless of whether they have signed any Agreement with PRIORITY. Any implied Agreement as stated in this section shall be binding upon any administrators, executors, heirs, successors or assigns of the person or persons who receive the utility supplied by PRIORITY.

2.5 TENANT BILLING

All accounts with PRIORITY for a unit within a building must be originally set up in the Unit Owner's name (or Building Owner/landlord's name, in the case of a rental building). Upon PRIORITY being contacted by a tenant for that unit to assume responsibility for an account, PRIORITY will obtain a signed Agreement (Utility Submetering Customer Agreement (Move-In) Form) from the tenant and issue a final bill to the Unit Owner/landlord and create an account in the tenant's name (and the tenant will become the Customer). An account setup fee will be billed upon original setup of the account and when setting up a new tenant account or new Unit Owner/landlord account. A tenant who wishes to discontinue its account with PRIORITY must provide PRIORITY with a fully-executed Utility Submetering (Move-Out) Form (a copy of which is included in the Appendices to the Conditions of Service).

If there is no new tenant as of the move-out date specified in the Move-Out Form, the account will revert back to the Unit Owner/landlord. The Unit Owner/landlord will not be charged another account setup fee. Bills from PRIORITY for service charges and utility to the unit will continue to be sent to the Unit Owner/landlord until a new tenant assumes responsibility of the account, even though the unit may be unoccupied.

2.6 DISCONNECTION / RECONNECTION

The Customer's Homeowners Association reserves the right to disconnect the supply of utility to any Customer (either a Building Owner, or any Unit Owner or tenant) for any of the following reasons:

- a) Adverse effect on the reliability and safety of the unit Sub-Meter System or the exempt distributor's distribution system;
- b) Imposition on an unsafe worker situation beyond normal risks inherent in the operation of the unit Sub-Meter System or the exempt distributor's distribution system;
- c) A material decrease in the efficiency of the unit Sub-Meter System or the exempt distributor's distribution system;
- d) A materially adverse effect on the quality of distribution services received by an existing connection;
- e) Inability of PRIORITY to perform planned inspections and/or maintenance;
- f) Contravention of the laws of the state in which service is provided;
- g) Failure of the Customer to comply with a directive of PRIORITY that PRIORITY makes to a Customer for the purposes of meeting its obligations;
- h) Failure of the Customer to provide an Agreement to PRIORITY in accordance with section 2.4;

- i) At the request of the Customer;
- j) Unauthorized use of electricity by any Customer;
- k) Outstanding payments owed by any Customer to PRIORITY (in accordance with the Disconnection policy set out herein);
- l) Any other conditions identified in PRIORITY'S Conditions of Service document.

The Customer's Homeowners Association may disconnect the Customer's supply of utility without notice in accordance with a court order, for an emergency or for safety or system reliability reasons. PRIORITY shall not be liable to any Customer for any claims relating to the Disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the Disconnection of service.

Reconnection of service shall only occur after the reason for Disconnection of service has been addressed to the satisfaction of PRIORITY & the Customer's Homeowners Association. Once the reason for Disconnection has been remedied, the Customer will be given a 24-hour appointment window for reconnection. The Customer's Homeowners Association shall consider safety and reliability as a primary requirement during the reconnection process. Administration charges will be included on the Customer's next bill for the Disconnection and reconnection. If electrical service has been Disconnected for a period greater than six (6) months, it may be necessary for the relevant state electrical safety authority to inspect the premises before the Customer's Homeowners Association can reconnect the service. All charges incurred for the inspection by the electrical safety authority must be paid for by the Customer.

2.6.1 Disconnection For Non-payment of Account

PRIORITY'S bills are to be paid in full by the stated due date, otherwise late payment and administration charges may apply. Generally, PRIORITY'S bills are due sixteen (16) days after they are rendered. Bills due on Saturday or Sunday are automatically moved to the next business day following. Any outstanding amounts owed to PRIORITY may be subject to a collection process and except where prohibited by law, the Disconnection of utility service if all outstanding amounts, including any security deposits owing, are not paid by day fifteen (15) after the original due date.

PRIORITY may issue an arrears notice if payment is not received within eight (8) days of the original due date. PRIORITY also reserves the right to contact the Customer by phone, email, or directly at their premises at the option of PRIORITY. If these actions do not initiate a payment from the Customer, a Disconnection notice may be sent, on or after day fifteen (15) following the original due date stating that except where prohibited by law, utility service will be

Disconnected by the Customer's Homeowners Association within an eleven (11) day time period starting ten (10) days from the date on which the Disconnection notice is received.

If Customer provides the Customer's Homeowners Association with documentation from a physician and a completed Medical Condition Consent form confirming that Disconnection poses a risk of significant adverse effects on the physical health of the Customer or on the physical health of the Customer's spouse, dependent family member or other person that regularly resides with the Customer, or except where prohibited by law, then the Customer's Homeowners Association will not disconnect utility service for that Customer until sixty (60) days after the date on which the Disconnection notice is sent to that Customer. The completed Medical Condition Consent form must be submitted at least five (5) days prior to a pending Disconnection to allow time for processing. In all other cases, the Customer's Homeowners Association will not disconnect utility until at least ten (10) days from the date on which the Disconnection notice is received. The Disconnection notice is deemed to have been received by the Customer on the third business day after the date on which the notice was printed.

If payment is not received as required, PRIORITY will make reasonable efforts to contact, by telephone or in person, the Customer to whom the unit sub-meter provider has issued a Disconnection notice for non-payment at least forty-eight (48) hours prior to the scheduled date of Disconnection. Except where prohibited by law, the Customer's Homeowners Association may then proceed to disconnect utility service to the Customer without any further notice. The Customer's Homeowners Association will leave a Fire Safety Notice at the Customer's premises upon Disconnection of service.

Except where prohibited by law, Disconnection notices will include information required by the relevant such as the earliest and latest date on which Disconnection may occur, the amount that is overdue for payment including applicable fees, that an arrears management program may be available, sources for obtaining additional assistance for eligible low-income consumers, and that Disconnection may take place whether or not the Customer is home at the time.

The Disconnection of service to a Customer by the Customer's Homeowners Association does not relieve the Customer of the liability to pay to PRIORITY, in full, any amounts already owing or for Disconnection/reconnection, administrative charges and penalties. PRIORITY shall not be liable for any claims relating to the Disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the Disconnection of service.

A service charge shall be applied for services disconnected for non-payment. Subsequently there will be a separate service charge applied for reconnection of services, once payment has been received as required by PRIORITY.

2.6.2 Temporary Disconnection Requested By Customer

Should the Customer wish to disconnect utility service for a temporary period, PRIORITY must be notified in writing, at which time PRIORITY will fulfill the request as soon as reasonably possible. Customers requesting this service will do so at the Customer's expense and must pay PRIORITY in advance of utility service being disconnected. Although utility service is disconnected, the Customer will still receive bills from PRIORITY for service and administrative fees. PRIORITY shall not be liable for any claims relating to the Disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the Disconnection of service.

2.6.3 Notification of Interruption of Service

PRIORITY and/or the Customer's Homeowners Association, whenever possible, will notify Customers of planned outages of utility services, if and when PRIORITY performs maintenance. PRIORITY may not be able to provide Customers with notice of any such utility outages if such outages are unplanned or due to an emergency situation.

2.6.4 Life Support/Medical Equipment

Customers requiring power for medical or life support purposes must provide their own equipment designed for their needs and work directly with their Homeowners Association on all such utility needs. Except where prohibited by law, PRIORITY requires that any Customer requiring uninterrupted utility for these purposes inform PRIORITY in writing of their needs. It is the responsibility of the Customer to keep PRIORITY up to date with accurate information should that information change. The upkeep of such medical or life support equipment is the responsibility of the Customer. The Customer must also inform PRIORITY of any permanent emergency generation device attached to any part of the premises metered by PRIORITY.

2.7 METERING

PRIORITY may supply and install and shall operate a Sub-Meter System in each building that it serves, and PRIORITY will provide for individual metering of all units contained within the premises. In the event that PRIORITY supplies the Sub-Meter System, then PRIORITY is the owner of the Sub-Meter System and neither the Building Owner nor any Customer has any ownership right in the Sub-Meter System and it does not constitute part of the building or its common elements. In that case, the Building Owner must provide an unobstructed and safe

location for the installation of the Sub-Meter System acceptable to PRIORITY and the location of a unit sub-meter for any Customer shall be in compliance with the original equipment manufacturer's design specifications.

2.7.1 Meter Access

The Building Owner must provide or make available unobstructed and safe access to Sub-Meter System (including the unit sub-meters and related equipment) to any representative of PRIORITY, or their authorized contractors for all reasonable purposes, including (but not limited to) meter reading, meter maintenance, meter recertification, meter inspection, meter repair, Disconnection or reconnection of utility supply.

2.7.2 Meter Care

The Building Owner shall be responsible for the safe keeping and care of any unit sub-meters on the Customer's property. No person, except those authorized by PRIORITY may connect, remove, adjust or interfere in any way with the Sub-Meter System. Should any Building Owner or other Customer learn that any of the unit sub-meters or related equipment has become damaged, altered or disconnected, the Building Owner or Customer must inform PRIORITY immediately. Should any unit sub-metering equipment require repair or replacement, the Building Owner will be liable to pay PRIORITY the value of such equipment or the cost of repairing the equipment at the option of PRIORITY, as well as any damages (including loss of revenue) suffered as a result.

2.7.3 Meter Reading

The Building Owner shall give PRIORITY and its authorized contractors, access to the Customer's property and electronic access to the Sub-Meter System for meter readings purposes. If a reading cannot be attained, Customer's bills will be estimated based on the historical consumption of metered usage.

2.7.4 Final Meter Reading

The Customer shall notify PRIORITY a minimum of five (5) business days before their final move out date in order for PRIORITY to arrange for a final meter reading and the transfer of the account to a new Customer. Move out information must be received in writing in order to be processed with the appropriate forwarding information. Should the Customer fail to notify PRIORITY of their intention to terminate service, the departing Customer will be held responsible for all fees and charges for service to the premises that the Customer had occupied until such time that proper move out information is submitted to PRIORITY.

2.8 CHARGES

2.8.1 Deposits

PRIORITY has outlined its security deposit procedure in section 2.1.

2.8.2 Billing Charges

PRIORITY will bill Customers for services provided, including their utility usage (including commodity, delivery, regulatory and other approved charges), and will bill an administration fee to Customers for metering and billing services. The bills rendered by PRIORITY to Customers will set out all amounts owing, in such form as required by local regulations. Customers are entitled to meter data information related to their account, and PRIORITY will provide such information on request. Charges for administration and miscellaneous charges can vary per property, are subject to periodic adjustment, and are available upon request by the Customer. In addition to administration charges to the Customer, the following are a list of miscellaneous charges that may appear on a bill (other charges not listed may also apply):

- Account Setup Fee
- Security Deposit
- Non-Sufficient Funds Charge (NSF)
- Meter Dispute Charge
- Late Charge
- Disconnection / Reconnection Charge
- Statement of Account
- Service Call Charge
- Administrative Penalty

2.8.3 Estimating Bills

PRIORITY will make every reasonable attempt to obtain regular meter readings for the Customer. In the event that PRIORITY cannot obtain actual meter readings, the Customer's bill will be estimated based on the historical consumption of metered usage.

2.8.4 Prorated Billing

Bills for the Customer will only be prorated for the first and final bills produced. The charges for the Customer's first and final bills will be calculated using a ratio calculation based on the number of days of occupancy by the Customer. For these purposes a month will be considered thirty (30) days.

2.8.5 Payment Methods

PRIORITY offers many convenient methods for Customers to pay their bills. The following are a list of acceptable payment methods which PRIORITY accepts:

- a) Internet or telephone banking at your U.S. Financial institution;
- b) Check or money order received by mail at Priority Submetering Solutions PO BOX 95000-5990, Philadelphia, PA, 19195-5990;
- c) Payment at any major U.S. Financial institution;
- d) Credit Card payment by VISA and MasterCard (a service charge of \$3.75 per every \$400.00 in the US will be applied for using this payment option); or
- e) Electronic Funds Transfer Plan.

2.8.6 Electronic Funds Transfer

PRIORITY offers an Electronic Funds Transfer Plan where the Customer authorizes PRIORITY to withdraw the amount due on their bill on the due date. Customers participating in the Electronic Funds Transfer Plan will continue to receive a bill from PRIORITY as a record of payment. Should the Customer's account return a non-sufficient funds (NSF), then PRIORITY may take actions consistent with its security deposit and unless prohibited by law, Disconnection procedures, as detailed herein. Should the Customer's account return a non-sufficient funds (NSF) twice consecutively, the Customer will be removed from the Electronic Funds Transfer Plan and will be required to complete a period of six (6) months of good payment history before they can be reinstated on the Electronic Funds Transfer Plan.

To sign up for Electronic Funds Transfer, Customers must fill out an Electronic Funds Transfer form located on our website at www.prioritymeter.com/on under the *My Account* section, and send a void check to PRIORITY's office. A copy of the Electronic Funds Transfer form is attached in the Appendices to the Conditions of Service.

2.8.7 Credit Refunds

Upon the Customer receiving a final bill, PRIORITY will refund overpaid amounts including applicable tax, promptly.

2.8.8 Collection for Non-payment of Account

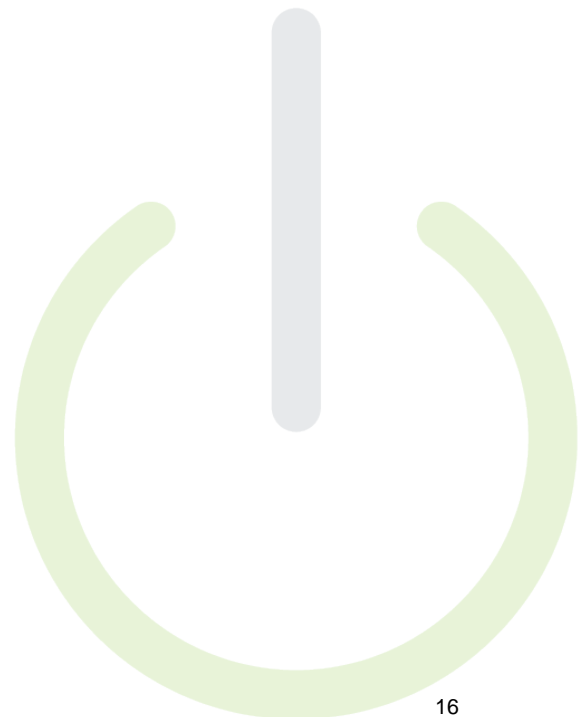
Should the Customer remain in arrears or fail to perform its obligations, PRIORITY may, at its sole discretion in addition to any other remedy it may have, discontinue service or terminate any Agreement to provide services to the Customer. PRIORITY may take all necessary steps to collect outstanding amounts including legal action or sending accounts in arrears to a collection agency. Accounts sent to a collection agency will be subject to an administrative penalty. PRIORITY shall not be liable for any claims or damages related to any alteration of the Customer's credit rating resulting from PRIORITY'S collection process.

2.8.9 Information of the Customer

At no time will PRIORITY disclose any personal information about a Customer to a third party without the written consent of the Customer. The identified parties with access to information of the Customer will be stated in PRIORITY's Privacy Policy or in the Agreement between PRIORITY and the Customer. For more information regarding PRIORITY's Privacy Policy please visit the following link: <http://prioritymeter.com/ca/pdfs/Priority-Privacy-Policy.pdf>

2.9 FORCE MAJEURE AND DISRUPTIONS OF ELECTRICITY SUPPLY

PRIORITY will not be responsible to any Customer or any other party for any claims, loss or damage resulting from any disruption in the supply of utilities, including electricity or variation in electricity voltage or frequency. Neither PRIORITY nor any Customer will be in default of their obligations to the other party during any period where performance of such obligations is prevented by conditions beyond the control of the party (force majeure).



SECTION 3 – DEFINITIONS

“Agreement” means a contract between PRIORITY and a Customer for the supply, distribution, metering and billing of electricity or other products or services that PRIORITY provides. Copies of PRIORITY’s current forms of contract with Customers are included in the Appendices to the Conditions of Service (Utility Submetering Customer Agreement (Move-In) Form, Utility Submetering (Move-Out) Form). These Agreements are subject to change, without notice. The consumption and/or supply of the utility to a Customer shall be deemed acceptance of such contract, whether or not the Customer signs the Agreement, and all Customers who consume and/or receive supply of electricity will be deemed to be subject to an implied contract that is consistent with PRIORITY’s Conditions of Service, and consistent with PRIORITY’s then-current standard form of contract with like Customers.

“Building Owner” means the person (including condominium corporations and developers, as well as owners of rental buildings) who owns the premises where PRIORITY provides for the supply, distribution, metering and billing of electricity or other products or services that PRIORITY delivers. PRIORITY requires an executed contract with a Building Owner (including a condominium corporation) before initializing the unit sub-metering services (including the delivery and supply of electricity) to that building and the units therein.

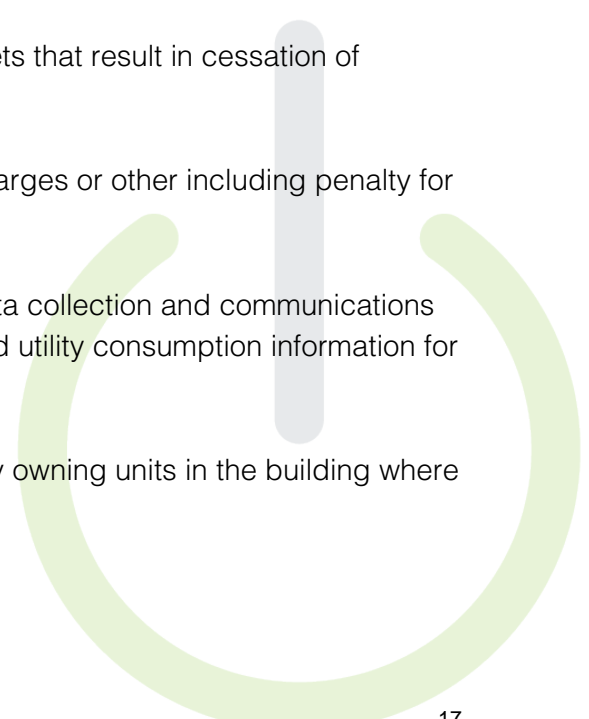
“Customer” means a person who is receiving sub-metering services from PRIORITY (including the supply, distribution, metering and billing of electricity or other products or services that PRIORITY provides). Customers may include Building Owners, Unit Owners and tenants of units within the buildings.

“Disconnection” means the deactivation of connection assets that result in cessation of distribution services to a Customer or building.

“Rate” means any rate, whether financial, miscellaneous charges or other including penalty for late payment.

“Sub-Meter System” means the sub-meters required for data collection and communications hardware and related attachments that record electricity and utility consumption information for individual units and common areas at the building.

“Unit Owner” means either the person, persons or company owning units in the building where a unit sub-metering system is installed.



APPENDIX





Priority Submetering Solutions, LLC
 PO Box 95000-5990
 Philadelphia, PA, 19195-5990
 Phone: 1-855-318-2204
 info@prioritymeter.com

Utility Submetering Customer Agreement (Move-In) Form

Please complete this form and send to: Email: info@prioritymeter.com,
 OR Mail: PO Box 95000-5990, Philadelphia, PA, 19195-5990.

This form can also be completed and submitted online at www.prioritymeter.com/us/Moving.

NOTE: All fields marked with an asterisk (*) are required.

Date of Closing/Lease Start*:

 Month/Day/Year

| | | | | |
|---|-------------------------|---|----------------|-------------------|
| Primary Account Holder(s)*: Mr Mrs Miss Ms (Please Select) | | | | |
| First Name*: _____ Middle Initial: _____ Last Name*: _____ | | | | |
| Mr Mrs Miss Ms (Please Select) | | | | |
| First Name: _____ Middle Initial: _____ Last Name: _____ | | | | |
| Service Address (the Unit)*: (Street No. & Name) | Unit No.* | City*: | State*: | Zip Code*: |
| | | | | |
| Primary Phone*: | Secondary Phone: | Email*: | | |
| | | | | |
| Mailing Address (if different from above)*: (Street No. & Name, Unit No.) | | City*: | State*: | Zip Code*: |
| | | | | |
| Secondary Contact (if applicable): Mr Mrs Miss Ms (Please Select) | | | | |
| First Name: | | Last Name: | | |
| | | | | |
| Please Check Box That Applies*: <input type="checkbox"/> I Purchased The Unit <input type="checkbox"/> I Am Renting The Unit | | | | |
| Please Complete If You Are the OWNER of the Unit*: | | | | |
| Attorney/Title Insurance Co. Name: | | Attorney/Title Insurance Co. Phone No: | | |
| | | | | |
| Please Complete If You Are RENTING The Unit (you do NOT own the unit, but are leasing it)*: | | | | |
| Owner/Landlord Name: | | Owner/Landlord Phone No: | | |
| | | | | |
| <input type="checkbox"/> Owner* | Signature* _____ | Date* _____ | | Month/Day/Year |
| <input type="checkbox"/> Tenant* (if applicable) | Signature* _____ | Date* _____ | | Month/Day/Year |

Please see below for our Terms & Conditions. For our Conditions of Service & Privacy Policy, please visit www.prioritymeter.com.



Priority Submetering Solutions, LLC
PO Box 95000-5990
Philadelphia, PA, 19195-5990
Phone: 1-855-318-2204
info@prioritymeter.com

Priority Submetering Solutions, LLC (PRIORITY) Terms and Conditions

“PRIORITY” means Priority Submetering Solutions, LLC. “Customer” means the person(s) identified above who is/are receiving the submetering services described in this Agreement from PRIORITY. This Agreement is effective upon execution by the Customer and receipt and acceptance by PRIORITY (which acceptance may be evidenced by the commencement of services to the Customer).

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| <p>1. The Customer authorizes PRIORITY to collect and use, credit, financial and related personal information about the Customer. Other than to PRIORITY’s authorized service providers and parties that will provide PRIORITY with credit information, PRIORITY will not knowingly share this information with third parties without the Customer’s permission, other than a party to whom PRIORITY transfers, assigns, or encumbers this Agreement. PRIORITY may inquire about the Customer’s credit history and, if necessary, use the personal information the Customer has provided to PRIORITY to do so. The Customer acknowledges that it is accepting PRIORITY’s Privacy Policy and is bound by PRIORITY’s Conditions of Service, both which can be found on PRIORITY’s website at www.prioritymeter.com.</p> <p>2. The Customer agrees to pay all then current amounts for the supply of submetering services to the unit and any related fees and charges for metering, billing, administration and other matters, as described in PRIORITY’s Conditions of Service, which can be found on PRIORITY’s website, at www.prioritymeter.com and/or in PRIORITY’s Utility Reading, Sub-Metering and Billing Services Agreement with the owner of the building, which may be obtained from the building owner or property management company. All bills are due on the date indicated. If the Customer’s account remains unpaid after the due date indicated, an administrative fee will be charged for costs of collection.</p> <p>3. The amounts charged by PRIORITY for submetering, billing and related services are as set out in its Conditions of Service and/or PRIORITY’s Utility Reading, Sub-Metering and Billing Services Agreement with the owner of the building, and these amounts may change from time to time.</p> <p>4. The Customer will be subject to PRIORITY’s Security Deposit policy, and PRIORITY’s policies related to late payments, which includes PRIORITY’s disconnection rights. These policies are set out in PRIORITY’s Conditions of Service. In the event that the Customer is disconnected for non-payment, PRIORITY shall not be liable to the Customer for any claims relating to the disconnection of services, including but not limited to claims related to damage on the Customer’s premises resulting from the disconnection of service.</p> <p>5. All accounts with PRIORITY for a unit within a building must be originally set up in the unit owner’s name. Should a unit owner wish to lease/rent the unit PRIORITY will, upon the unit owner’s request, issue a final bill to the unit owner and add the tenant’s name to the account (if permitted by property management). In that circumstance, the tenant will be required to sign an Agreement with PRIORITY in the same form as the unit owner has signed. An account setup fee will be billed upon original setup of the account and when setting up a new tenant account or new unit owner/landlord account. The unit owner/landlord’s name will not appear under the tenant’s account and the unit owner/landlord will not be held responsible for any unpaid balances under the previous tenant or unit owner’s account. The unit owner name must always remain on the original account for the unit, until a new unit owner is established. The Customer acknowledges and agrees that if the Customer is the unit owner and there is no new tenant as of the move-out date specified in the Move-Out Form, the account will revert back to the unit owner’s/landlord’s name.</p> | <p>6. A Customer who wishes to cancel their account with PRIORITY must provide PRIORITY with a fully-executed Move-Out Form. The Move-Out Form must be provided five (5) business days before the date of closing, or lease end date. In the case of a tenant, if there is no new tenant as of the move-out date or when the unit is vacated, the account will revert back to the unit owner/landlord. The Customer must notify PRIORITY at least five (5) business days before the Customer’s final move out date, in order for PRIORITY to arrange for a final meter reading and to transfer the account to a new unit owner or tenant. The Customer is responsible for payment of its final account, including any arrears.</p> <p>7. The Customer acknowledges that the Customer is responsible for notifying PRIORITY in writing of any person or persons requiring uninterrupted electricity, gas and/or any other utility PRIORITY sub-meters or bills at the Customer’s unit for the purposes of life support, lifesaving and/or medical purposes, and/or any other legally protected reason, as applicable.</p> <p>8. PRIORITY will not be responsible to the Customer or any other party for any claim(s), loss or damage resulting from any disruption in the supply of a utility, or variation in voltage, pressure, quality or frequency.</p> <p>9. Neither PRIORITY nor the Customer will be in default of its obligations to the other party during any period where performance of such obligations is prevented by conditions beyond the control of the party (force majeure).</p> <p>10. The Customer agrees, represents and warrants that the terms and conditions of this Agreement are binding upon the Customer’s administrators, executors, heirs, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state that the unit is located in. This Agreement sets forth the entire agreement between the parties relating to the subject matter contained herein and may not be modified or amended, except by agreement in writing between the parties.</p> <p>11. Should PRIORITY discover at any point that the Sub-Meter System or any part thereof, as defined in PRIORITY’s Utility Reading and Submetering Agreement with the building owner, is reading incorrectly for any reason whatsoever, PRIORITY retains the right to bill the Customer an adjusted amount based upon PRIORITY’s best estimate of the utility consumed for the period in question.</p> |
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Electronic Funds Transfer Form (EFT)

How To Join:

1. Complete and sign the enrollment/authorization form below.
2. Scan and email to info@prioritymeter.com, OR mail to PO Box 95000-5990, Philadelphia, PA, 19195-5990.

NOTE: Existing customers are required to clear their current Priority Account balance before EFT information may be processed. Direct withdrawal will take effect for the next billing cycle. Please allow 3-4 business days for processing.

Authorization:

As a duly authorized signer on the financial institution account identified below, I authorize you to perform electronic funds transfer debits from the account for payments due or when applicable, apply electronic funds transfer credits to the same.

Furthermore, if any such electronic debit(s) should be returned by my financial institution as unpaid (Non-Sufficient or Uncollected Funds), I authorize, Priority Submetering Solutions, LLC to collect a returned item fee of \$25.00 (or the maximum amount allowed by state law, whichever is less) per item by electronic debit from the same account identified below.

For accounting purposes, all electronic debits will be reflected on the monthly bank statement that corresponds with the financial institution account identified below.

I understand and authorize all of the above.

Signature _____ Print Name _____ Date _____
 (Month/Day/Year)

This authorization is to remain in full force and in effect until Priority has received written notification of its termination in such time and in such manner as to afford Priority a reasonable opportunity to act on it or until the term of the authorization expires. My electronic funds transfer debits are for the following service address and any such notice should be sent to the following name and address:

Select one of the following:

Apply for Electronic Funds Transfer Change information on my existing plan

Remove me from Electronic Funds Transfer

Personal Information

Customer Name _____ Contact No. _____

Service Address (Street No. & Name, Unit No.) _____

City _____ State _____ Zip Code _____

Priority Account No. (if known) _____

Financial Institution Account Information

Name of Financial Institution _____ Branch Address _____

City _____ State _____ Zip Code _____

| | |
|--------------------------------|------------------|
| Routing/Transit No. (9 digits) | Bank Account No. |
|--------------------------------|------------------|

Note: If the information provided above is not correct, and the application is rejected by the bank, you will be charged a \$25.00 administration fee. For our Conditions of Service & Privacy Policy, please visit www.prioritymeter.com.

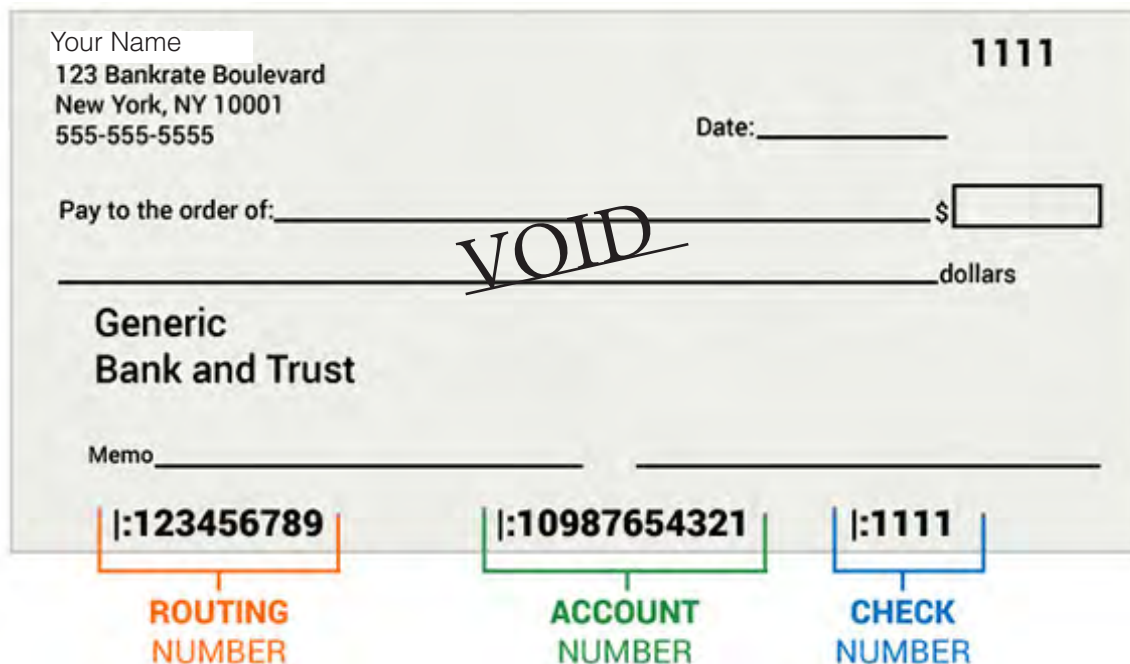


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**Priority Submetering Solutions, LLC (PRIORITY)
 Electronic Funds Transfer (EFT) Terms and Conditions**

1. I (We) acknowledge that this Electronic Funds Transfer Agreement ("EFT Agreement") is provided to authorize Priority Submetering Solutions Inc. ("PRIORITY") and its financial institution to process debits against my account in accordance with the Rules of the Electronic Funds Transfer Act.
2. I (We) represent and warrant that all persons whose signatures are required to sign on the designated bank account have signed this agreement.
3. I (We) may revoke my (our) authorization at any time, subject to providing notice of 7 days. To obtain a sample cancellation form, or for more information on my (our) right to cancel an EFT Agreement, I (we) may contact my financial institution or call 1-866-836-3837.
4. I (We) have certain recourse rights if any debit does not comply with this agreement. For example, I (we) have the right to receive reimbursement for any debit that is not authorized or is not consistent with this EFT Agreement. To obtain more information on my (our) recourse rights, I (we) may contact my financial institution or call 1-866-836-3837.
5. I (We) understand that the amounts debited from my (our) account may vary each month based on my energy consumption and in accordance with the terms of my agreements with PRIORITY.
6. I (We) undertake to inform PRIORITY, in writing, of any change in the account information provided in this authorization prior to the next payment date of the Electronic Funds Transfer.
7. I (We) acknowledge that the financial institution of PRIORITY is not required to verify or validate that an Electronic Funds Transfer has been issued in accordance with the particulars of my Electronic Funds Transfer Agreement.
8. Revocation of this EFT Agreement does not terminate any contract for goods or services that exists between me and PRIORITY. The EFT Agreement applies only to my method of payment and does not otherwise have any bearing on our contract(s) for goods or services.
9. Electronic Funds Transfer will be processed on a monthly basis in accordance with PRIORITY's regular billing cycle and will be based on the amount stated on my (our) current invoice. If alternate payments are made, I (we) agree that my (our) account will still be debited the full amount listed on my (our) invoice, pursuant to this EFT Agreement.

Check Diagram





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 info@prioritymeter.com

Utility Submetering Move-Out Form

Please complete this form and send to: Email: info@prioritymeter.com,
 OR Mail: PO Box 95000-5990, Philadelphia, PA, 19195-5990.

This form can also be completed and submitted online at www.prioritymeter.com/us/Moving.

| | | | | |
|---|---|---|----------------|-------------------|
| Account Number*: _____ | NOTE: All fields marked with an asterisk (*) are required. | | | |
| Primary Account Holder(s)*: Mr Mrs Miss Ms (Please Select) | | | | |
| First Name*: _____ Middle Initial: _____ Last Name*: _____ | | | | |
| Mr Mrs Miss Ms (Please Select) | | | | |
| First Name: _____ Middle Initial: _____ Last Name: _____ | | | | |
| Service Address (the Unit)*: (Street No. & Name) | Unit No.* | City*: | State*: | Zip Code*: |
| Primary Phone*: | | Secondary Phone: | | Email*: |
| Forwarding Address*: (Street No. & Name, Unit No.) | | City*: | State*: | Zip Code*: |
| <i>Note: If a forwarding address is not provided, any applicable refunds will not be issued.</i> | | | | |
| Date of Closing / Lease End Date*: _____ Month/Day/Year | | New Owner Name (if available): _____ | | |
| Please Complete If You SOLD The Unit.*: | | | | |
| Attorney/Title Insurance Co. Name: | | Attorney/Title Insurance Co. Phone No: | | |
| Please Complete If You Were RENTING The Unit (you did not own the Unit, but were leasing it)*: | | | | |
| Owner/Landlord Name: | | Owner/Landlord Phone No: | | |
| <input type="checkbox"/> Owner* | Signature* _____ | Date* _____ | Month/Day/Year | |
| <input type="checkbox"/> Tenant* (if applicable) | Signature* _____ | Date* _____ | Month/Day/Year | |



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