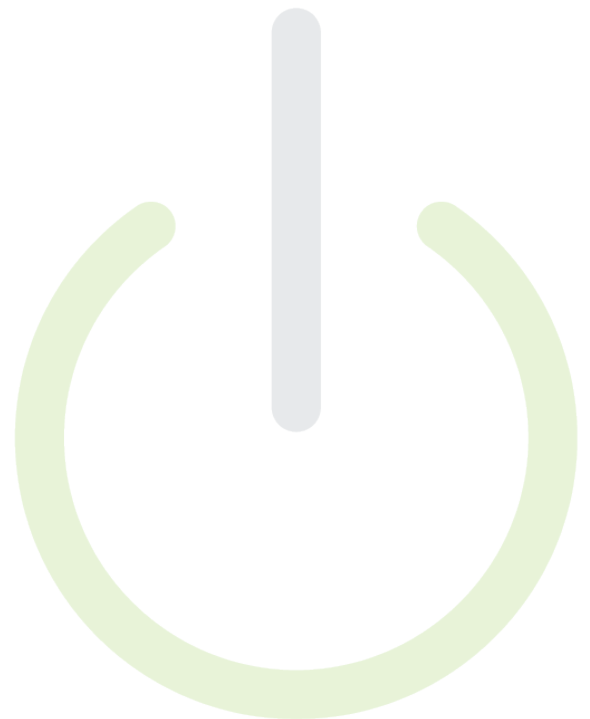


# Priority Submetering Solutions, LLC Conditions of Service

Effective: February, 2021



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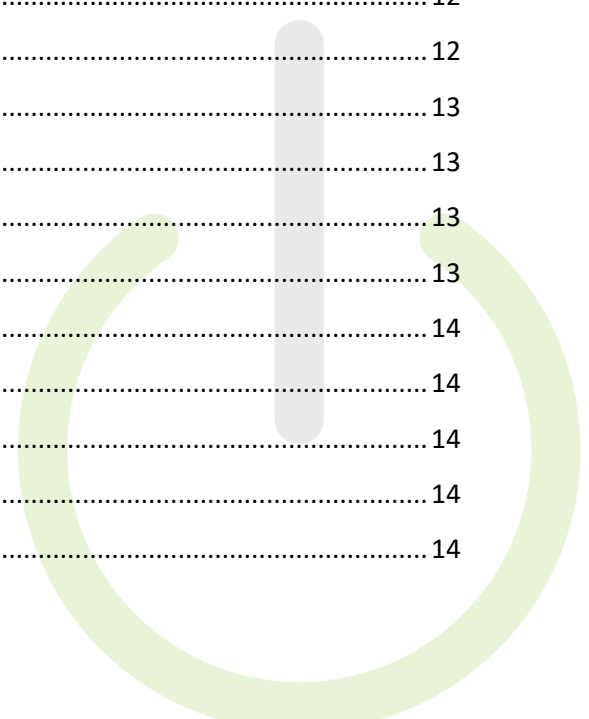
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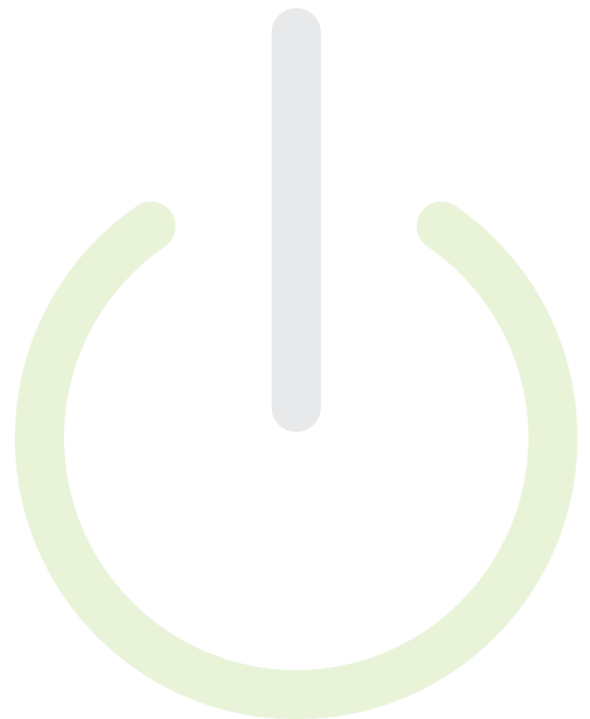
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## **SECTION 1 – INTRODUCTION**

### **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](http://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  
P.O. Box 95000-5990 | Philadelphia, PA 19195-5990

Email: [info@prioritymeter.com](mailto:info@prioritymeter.com)

### Telephone

Toll Free: 1.855.318.2204 x1  
Phone: 905-837-8548  
Fax: 905-837-6578

### Normal Business Hours

Monday to Friday between 8:00 am and 5:00 pm 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 8:00 am and 5:00 pm 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.

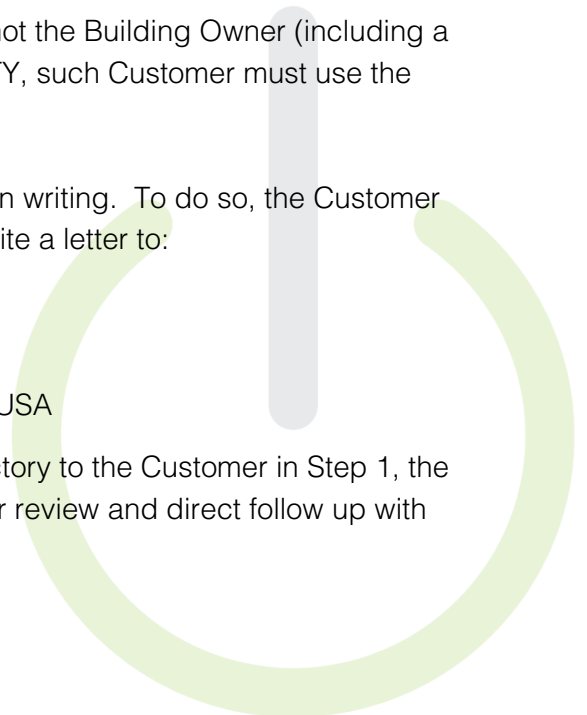
## 1.6 DISPUTE RESOLUTION

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](mailto: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**

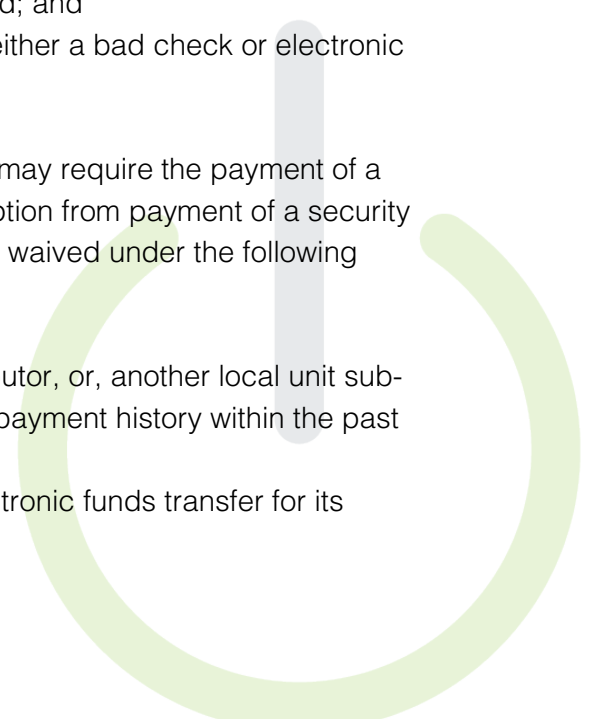
### **2.1 SECURITY DEPOSIT PROCEDURE**

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 twenty (20) 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 twenty (20) 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 twenty (20) 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):

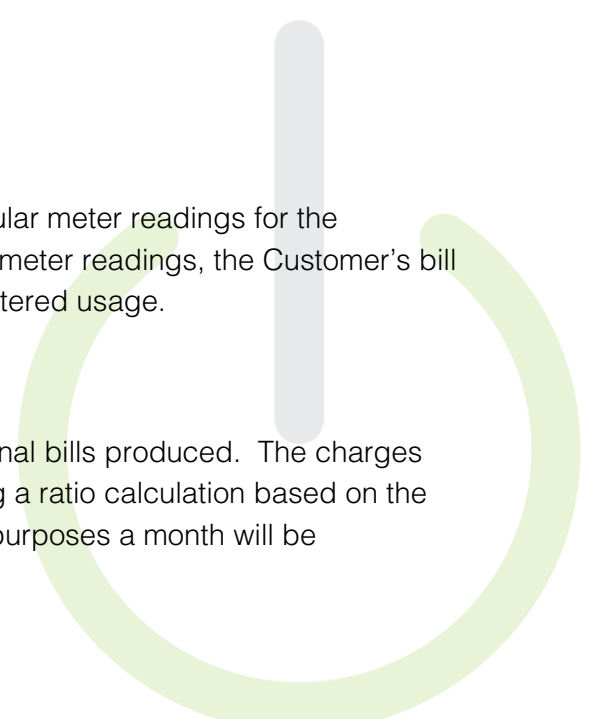
- Account Setup Fee
- Security Deposit
- Non-Sufficient Funds Charge (NSF)
- Meter Dispute Charge
- Late Charge
- Disconnection / Reconnection Charge
- Statement of Account
- Service Call Charge
- Administrative Penalty

### **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<sup>1</sup>;
- 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](http://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.

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<sup>1</sup> Internet or telephone banking payments made in error are the responsibility of the Customer. Please contact your bank to reverse the payment. If this is not possible, PRIORITY will return the payment and a Payment Reversal Charge will be added to your next invoice.

### **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**

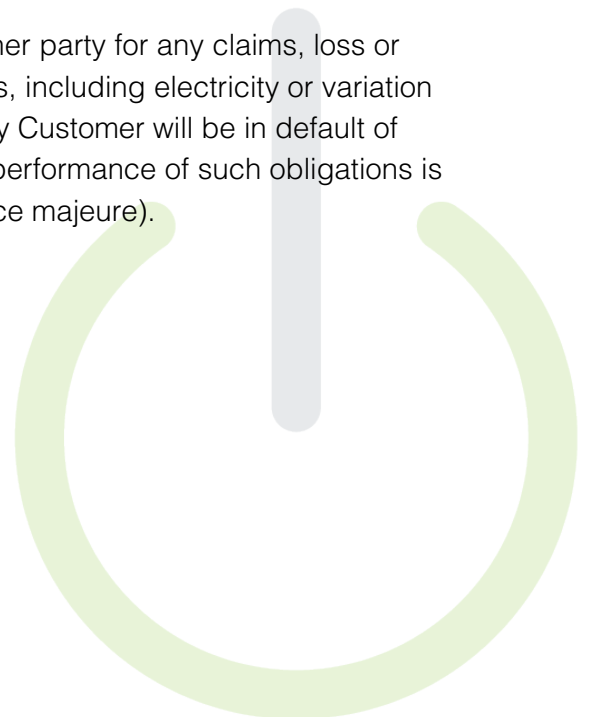
Should the Customer remain in arrears or fail to perform its obligations, PRIORITY may, at its sole discretion in addition to any other remedy it may have, discontinue service or terminate any Agreement to provide services to the Customer. PRIORITY may take all necessary steps to collect outstanding 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 view the footer of <http://prioritymeter.com> or visit the following link: <http://prioritymeter.com/wp-content/uploads/2021/01/Priority-Privacy-Policy-2021.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.

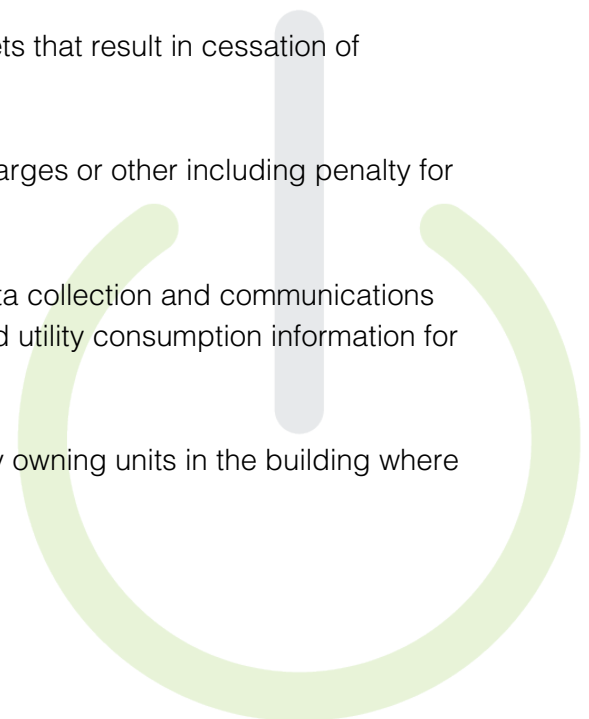
**“Customer”** means a person who is receiving sub-metering services from PRIORITY (including the supply, distribution, metering and billing of electricity or other products or services that PRIORITY provides). Customers may include Building Owners, Unit Owners and tenants of units within the buildings.

**“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

