



Metergy Solutions LLC

Conditions of Service

Last Updated: October 11, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
SECTION 1 INTRODUCTION.....	4
1.1 IDENTIFICATION OF METERGY	4
1.2 CONDITIONS OF SERVICE, APPLICABLE LAWS AND CUSTOMER AGREEMENTS	4
1.3 INTERPRETATION.....	4
1.4 AMENDMENTS AND CHANGES	4
1.5 CONTACT INFORMATION.....	4
SECTION 2 SECURITY DEPOSIT.....	6
2.1 SECURITY DEPOSIT REQUIREMENTS.....	6
2.2 WAIVER CONDITIONS	6
2.3 REFUND OR APPLICATION OF SECURITY DEPOSITS.....	6
SECTION 3 BILLING AND PAYMENT	7
3.1 BILLING CYCLE PERIOD	7
3.2 ISSUANCE OF BILLS.....	7
3.3 PAYMENT REQUIREMENTS	7
3.4 PARTIAL PAYMENTS	7
3.5 COLLECTION	7
3.6 BUDGET OR LEVELIZED BILLING	8
3.7 COLLECTION ON BEHALF OF BUILDING.....	8
3.8 BILLING ERRORS	8
3.8.1 Underbilling.....	8
3.8.2 Overbilling.....	8
SECTION 4 DISPUTE RESOLUTION	9
4.1 DISPUTE RESOLUTION PROCEDURE	9
4.2 METER DISPUTES	9
SECTION 5 DISCONNECTIONS AND RECONNECTIONS (ELECTRICITY ONLY).....	10
5.1 DISCONNECTION RIGHTS.....	10
5.1.1 Electricity Disconnection Due To Non-Payment.....	11
5.2 RECONNECTION PROCEDURES.....	11
SECTION 6 METERGY ACCESS RIGHTS.....	12
6.1 ACCESS TO CUSTOMER PROPERTY	12
6.2 TAMPERING	12

6.3	PHYSICAL STRUCTURES	12
6.4	CUSTOMER CONTRACTS	12
6.4.1	Opening and Closing Accounts	12
6.4.2	Standard Form of Contract.....	13
6.4.3	Implied Contract	13
6.4.4	Landlord and Tenant Agreements.....	13
6.5	COMMODITIES SUPPLY	13
6.5.1	Interruptions to Supply	13
6.5.2	General	14
6.5.3	Meter Access.....	14
6.5.4	Meter Reading and Estimated Reads	14
6.5.5	Final Meter Reading	14
SECTION 7	TARIFFS AND CHARGES.....	15
SECTION 8	OTHER	16
8.1	LIMITATION OF LIABILITY	16
8.2	FORCE MAJEURE	16
8.3	ARBITRATION	16
8.4	WAIVER.....	16
SECTION 9	GLOSSARY OF TERMS	17
SCHEDULE A:	STANDARD SERVICE CHARGES	18

SECTION 1 INTRODUCTION

These Conditions of Service set out the terms and conditions upon which Metergy provides submetering and/or billing services (which may include meter reading, allocation of Commodities, billing, collections and customer service) to residential and commercial customers in the United States.

1.1 IDENTIFICATION OF METERGY

Metergy is a limited liability corporation existing under the laws of the State of Delaware. Metergy provides electricity, water, thermal energy and gas submetering and/or billing services to multi-residential and commercial customers in the United States.

1.2 CONDITIONS OF SERVICE, APPLICABLE LAWS AND CUSTOMER AGREEMENTS

In the event that Applicable Laws in a jurisdiction in which we conduct business is more restrictive than these Conditions of Service, or where these Conditions of Service are inconsistent with Applicable Laws, the Applicable Laws will apply. In the event of a conflict between an agreement with a customer and these Conditions of Service, unless expressly stated in such customer agreement, these Conditions of Service shall prevail.

1.3 INTERPRETATION

In these Conditions of Service, 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; and
- Words referring to a gender include any gender.

1.4 AMENDMENTS AND CHANGES

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with all Applicable Laws.

The provisions of these Conditions of Service and any amendments thereto form part of any agreement between Metergy and its customers.

From time to time, Metergy may update and change these Conditions of Service by posting the relevant amended and restated Conditions of Service on our website and such amendments to the Conditions of Service are effective as of the date of posting. Continued use of Metergy's submetering services by any customer after the amended Conditions of Service are posted to Metergy's website constitutes such customer's agreement to, and acceptance of, the amended Conditions of Service. Upon request, Metergy will provide a written copy of these Conditions of Service to any person requesting it.

1.5 CONTACT INFORMATION

Customers may contact Metergy using one of the following methods:

Telephone:

- Toll Free: 1-888-422-9319

Bill Payments by Mail:

- Metergy Solutions LLC
P.O. Box 820211
Philadelphia PA 19182-0211

Mail Correspondence:

- Metergy Solutions LLC
Customer Care Center
PO Box 1867
Long Island City, NY 11101

Email: customerservice@metergysolutions.com

SECTION 2 SECURITY DEPOSIT

2.1 SECURITY DEPOSIT REQUIREMENTS

Except for customers who meet the security deposit waiver conditions described below, customers may be required to pay a security deposit, subject to and in accordance with any Applicable Laws. Security deposit amounts will be included on a customer's invoice.

The amount of the security deposit is set out in Schedule A.

2.2 WAIVER CONDITIONS

Security deposits will be waived if any of the following conditions are met:

- a) In the case of a residential customer, if the customer has demonstrated a good payment history of one (1) year, and in the case of a non-residential customer, if the customer has demonstrated a good payment history of three (3) years; provided that the time period to demonstrate good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24 months. A customer is deemed to have a good payment history unless, during the relevant time period: (i) the customer has received more than one (1) past due or disconnection notice from Metergy; (ii) more than one check or more than one pre-authorized payment provided to Metergy has been returned for insufficient funds; or (iii) Metergy has applied a security deposit against an amount owing by the customer at the time and Metergy requested the customer to repay the amount of the security so applied. A customer is also deemed to have a good payment history if the customer provides a letter from a utility or municipal authority in the United States confirming a good payment history with that utility or authority, as applicable, during the relevant time period; or
- b) The customer provides an acceptable credit reference from a recognized credit agency.

2.3 REFUND OR APPLICATION OF SECURITY DEPOSITS

Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on a Metergy account when the account is closed or before Metergy initiates collections activities, including disconnection due to non-payment. Upon a customer's request and, provided that such request is made no earlier than twelve (12) months after the payment of a security deposit or after the date of a previous similar request, Metergy will review the customer's account to determine whether the security deposit will be refunded to the customer or adjusted to reflect the maximum amount of security deposit required by Metergy. If required by Applicable Laws, interest shall accrue on security deposits. The interest on such security deposits shall be calculated and paid out in accordance with any Applicable Laws.

Upon final billing of an account, the security deposit, plus interest if required by Applicable Laws, will be applied to the final bill and any remainder will be refunded to the customer.

SECTION 3 BILLING AND PAYMENT

3.1 BILLING CYCLE PERIOD

Metergy may, at its option, render bills to its customers on either a monthly, every two (2) months, quarterly or annual basis, or as required by Applicable Law.

3.2 ISSUANCE OF BILLS

Bills may be sent by email, mail or made available over the internet. If the bill is sent by email, the bill is deemed to be issued on the date on which the email is sent. If the bill is sent by mail, the bill is deemed to be issued on the third day after the date on which the bill is printed. If the bill is made available over the internet, the bill is deemed to be issued on the date on which an email is sent to the customer notifying the customer that the bill is available for viewing over the internet.

3.3 PAYMENT REQUIREMENTS

Bills are payable in full by the due date; otherwise, overdue interest charges, if permitted by Applicable Laws, will apply. Where a partial payment has been made by the customer on or before the due date, the interest charge, if permitted by Applicable Laws, will apply only to the amount of the bill outstanding at the due date.

Bills may be paid by check, eCheck, credit card, debit card or online banking.

3.4 PARTIAL PAYMENTS

Metergy may issue a single bill to a customer for multiple services. If the Customer makes a partial payment of a bill, Metergy shall, in accordance with Applicable Laws, if any, apply such partial payment towards amounts owing in respect of electricity services first, and then, subject to Applicable Laws and notwithstanding any instructions provided in respect of the priority of application of such partial payment, Metergy has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of any water, gas, thermal or other services.

3.5 COLLECTION

Outstanding bills are subject to Metergy's collection process and may ultimately lead to the customer's electricity service (if applicable) being disconnected. Service will be restored once satisfactory payment has been made. Disconnection of electricity service does not relieve the customer of any liability for arrears. See also Section 5.1.1 (Electricity Disconnection due to Non-Payment) below.

Customers may be required to pay additional charges for the processing of payments or returned checks including (without limitation) those charges set out in Schedule A hereto.

Customers may be required to pay standard service charges and deposits, on request, including (without limitation) those charges set out in Schedule A hereto.

Residential customers may qualify for budget or levelized payment arrangements, the details of which are available by contacting Metergy.

3.6 BUDGET OR LEVELIZED BILLING

Residential customers may qualify for budget or levelized payment arrangements, the details of which are available by contacting Metergy.

3.7 COLLECTION ON BEHALF OF BUILDING

In certain cases, Metergy collects payments on behalf of the owner, property manager, cooperative corporation or condominium corporation of the building, as applicable, in which case outstanding bills may also be subject to the collection process of such owner, property manager, cooperative corporation or condominium corporation, as applicable.

3.8 BILLING ERRORS¹

Subject to Applicable Laws, the following rules apply to billing errors. The provisions of this Section 3.8 do not apply where Metergy has over billed or under billed a customer but issues a corrected bill. In the event of a conflict or inconsistency between this Section 3.8 and any Applicable Laws, the stricter requirement as set out in this Section 3.8 or such Applicable Laws shall prevail to the extent of such conflict or inconsistency.

3.8.1 Underbilling

Where Metergy has under billed a customer where the customer is responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions, Metergy may require payment of the full under billed amount by means of a corresponding charge on the next regularly scheduled bill issued to the customer or on a separate bill to be issued to the customer responsible for the error. Metergy may charge interest on under billed amounts where the customer was responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions.

For all other cases of underbilling, the maximum period for which Metergy is entitled to be paid is twelve (12) months from the time the service to which the error pertains unless otherwise required by Applicable Laws. Metergy may require payment of the full under billed amount by means of a corresponding charge on the next regularly scheduled bill issued to the customer or on a separate bill to be issued to the customer unless otherwise required by Applicable Laws.

3.8.2 Overbilling

Where Metergy has over billed a customer, Metergy shall notify the customer of the over billing and credit the over billed amount to the account in the next regularly scheduled bill issued to the customer. If there are outstanding arrears on the customer's account, Metergy may apply the over billed amount to the arrears on the customer's account and credit the account with the remaining balance. The maximum period for which the customer is entitled to be repaid is twelve (12) months from the time the service to which the adjustment pertains unless otherwise required by Applicable Laws.

¹ Rules for billing errors may differ by state. Please contact Metergy's Customer Care Center for more information.

SECTION 4 DISPUTE RESOLUTION

4.1 DISPUTE RESOLUTION PROCEDURE

A customer can dispute charges shown on the customer's bill or other matters by contacting and advising Metergy of the reason for the dispute in accordance with the procedures described below or as otherwise required by Applicable Laws. Metergy will promptly investigate all disputes and advise the customer of the results.

To register a complaint, a customer may (i) call Metergy's Customer Care Center at 1-888-422-9319; (ii) email Metergy's Customer Care Center at customerservice@metergysolutions.com; or (iii) write a letter to:

Metergy Solutions LLC
Customer Care Center
PO Box 1867
Long Island City, NY 11101

4.2 METER DISPUTES²

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the customer and Metergy without a meter accuracy test.

Upon the request of a customer, Metergy will conduct a meter accuracy test. Subject to Applicable Laws, Metergy will charge the customer a meter dispute charge. If the meter is found to be inaccurate, Metergy will refund the fee and make necessary adjustments to the customer's bill.

² Rules for meter disputes may differ by state. Please contact Metergy's Customer Care Center for more information.

SECTION 5 DISCONNECTIONS AND RECONNECTIONS (ELECTRICITY ONLY)³

5.1 DISCONNECTION RIGHTS

Subject to Applicable Laws, Metergy reserves the right to disconnect the supply of electricity for causes including, but not limited to:

- Contravention of any Applicable Laws;
- Adverse effect on the reliability and safety of the submetering system or the building's electrical distribution system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the submetering system or the building's electrical distribution system;
- A material decrease in the efficiency of the submetering system or the building's electrical distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of Metergy to perform planned inspections, maintenance, repairs or replacement of all or any part of its metering equipment;
- Overdue amounts payable to Metergy, including the non-payment of a security deposit;
- Failure of the customer to enter into a customer services agreement as required by these Conditions of Service;
- Failure of the customer to open an account with Metergy and assume responsibility for electricity services delivered when that customer moves into an existing connected premises and consumes electricity;
- Failure of the customer to open an account with Metergy after moving into a vacant premises;
- Failure of the customer to comply with any requirements in the Conditions of Services or a term of any agreement made between a customer and Metergy, including, but not limited to a customer services agreement;
- A customer intentionally avoids bill payments by applying or re-applying for a new account under a different account-holder name, or otherwise acts fraudulently;
- Electrical interference caused by customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- Unauthorized electricity use (including electricity diversion, fraud or abuse by a customer);
- In compliance with a court order or order made by a Governmental Authority; and
- Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

³ Rules for disconnection and reconnection of electricity may differ in New York and Texas. Please contact Metergy's Customer Care Center for more information. Residential customers in New York may also contact the PSC Emergency Hotline for issues regarding initiation, termination, disconnection, suspension, or reconnection of service: 1-800-342-3355 (M-F, 7:30am to 7:30pm ET).

Metergy shall not be liable for any damage to the customer's premises resulting from any disconnection of service. Disconnection and reconnection charges may apply including (without limitation) those charges set out in Schedule A hereto.

5.1.1 Electricity Disconnection Due To Non-Payment

Metergy's bills are to be paid in full by the due date specified on the bill. Subject to Applicable Laws, if the electricity and electricity related charges are still unpaid by the due date (or longer if required by Applicable Laws), Metergy may issue a disconnection notice to the customer. Prior to issuing a disconnection notice for non-payment, Metergy will first issue an account overdue notice to the customer.

The disconnection notice will be provided in writing and will contain the earliest and latest dates on which disconnection may occur, the amount that is overdue for payment, including all applicable late payment and other charges associated with non-payment to date, the amount of service charge(s) that may apply if disconnection occurs and the form of payment that the customer may use to pay all overdue amounts.

Disconnections do not relieve the customer of the liability for arrears or other applicable charges for the balance of the term of the contract.

Metergy will also make reasonable efforts to contact, in person or by telephone, a residential customer to whom it has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection.

5.2 RECONNECTION PROCEDURES

Subject to Applicable Laws, disconnected electricity service may not be reconnected (a) until the customer rectifies the condition leading to the disconnection, including all costs incurred by Metergy arising from any unauthorized electricity use, including inspections, repair costs, disconnection charges and reconnection charges, (b) until the customer provides full payment to Metergy; and/or (c) in accordance with the terms of an arrears payment agreement between Metergy and the customer.

The customer will be given an appointment window for the reconnection. The customer or an authorized representative must be present at customer's residence at the time of reconnection. In the event that the customer or an authorized representative is not available at the scheduled time for reconnection, the customer may be held responsible for additional costs, in addition to any applicable reconnection charges as set out in Schedule A hereto, incurred by Metergy to arrange for more than one reconnection appointment.

Reconnections will be conducted in accordance with any Applicable Laws.

SECTION 6 METERGY ACCESS RIGHTS

6.1 ACCESS TO CUSTOMER PROPERTY

Metergy shall have the right of reasonable and unimpeded access at all reasonable times to the serviced premises, as may be necessary to enable Metergy (including its employees, agents and sub-contractors) to provide submetering services to the serviced premises.

6.2 TAMPERING

No person shall remove, replace, alter, repair, inspect or tamper with Metergy's equipment except Metergy (including its employees, agents and sub-contractors) or another person lawfully entitled to do so.

Customers will be required to pay the costs of repairs or replacement of Metergy's equipment that has been damaged or lost by the direct or indirect act or omission of the customer or its representatives.

6.3 PHYSICAL STRUCTURES

Construction, maintenance and repairs of all structures housing and/or supporting the electrical, mechanical or gas infrastructure as well as the electrical, mechanical and gas infrastructure, as applicable, are the responsibility of the owner, property manager, cooperative corporation or condominium corporation of the applicable building, who is responsible for the maintenance and safe keeping conditions of its electrical, structural and mechanical facilities located on private property.

6.4 CUSTOMER CONTRACTS

6.4.1 Opening and Closing Accounts

A customer who wishes to open or close an account with Metergy may do so by: (i) contacting Metergy's Customer Care Center by phone, (ii) written customer services agreement, (iii) written request (including requests submitted by email) (iv) through Metergy's website or web portal, or (v) other means acceptable to Metergy. Metergy may also open an account in the name of the customer at the request of the building's property manager, owner, cooperative corporation and/or condominium corporation or as permitted pursuant to the terms of the customer's lease.

In the absence of a written agreement, any customer who uses the Commodities at the premises is deemed to be a customer with an implied contract in accordance with Section 6.3.3 of these Conditions of Service. The customer shall be responsible for payment to Metergy for the use of the Commodities at the premises up to the date Metergy is notified of the closing of the account. When a customer requests to close an account, a final bill will be issued for the account. With respect to electricity, if a new customer has not assumed responsibility for the services at the premises, Metergy may disconnect the supply of electricity to the premises in accordance with Section 5.1 of these Conditions of Service.

6.4.2 Standard Form of Contract

Metergy requires all customers to accept the terms of Metergy's customer services agreement via a form and method acceptable to Metergy. The customer shall be responsible for updating its contact information with Metergy from time to time.

6.4.3 Implied Contract

In all cases, despite the absence of a written agreement, the taking of the Commodities by any customer constitutes the acceptance of the terms of Metergy's Conditions of Service, as amended from time to time, and applicable charges as established by Metergy. Such acceptance and use of the Commodities shall be deemed, subject to any Applicable Laws, to be the acceptance of a binding contract with Metergy, in the form of Metergy's applicable standard form of written customer services agreement.

6.4.4 Landlord and Tenant Agreements

If the owner of the premises rents out the premises, such owner is required to open an account with Metergy and accept responsibility for the charges in respect of the consumption of the Commodities at the premises until: (i) a new tenant opens an account and agrees to accept responsibility for such charges; or (ii) the owner advises Metergy that they are no longer responsible for the account (e.g. premises has been sold).

If a tenant closes their account with Metergy, Metergy will adhere to the date provided by the tenant, regardless of the terms of any written or oral agreement between that tenant and the owner of the premises, and a final bill will be issued for the account. Metergy will revert the premises back to the owner's account as soon as any vacating tenant's account has been closed and the owner will be responsible for the account, and any charges in respect of the consumption of the Commodities at the premises, even if the premises is vacant.

It is the owner's responsibility to ensure that Metergy is aware of any changes in contact, mailing and/or billing information.

For greater clarity, if a tenant has closed an account and the owner of the premises has not opened an account or assumed responsibility for electricity services delivered to the premises, Metergy may disconnect the supply of electricity in accordance with Section 5.1 of these Conditions of Service. A disconnection and/or reconnection charge may apply including (without limitation) those charges set out in Schedule A hereto.

6.5 COMMODITIES SUPPLY

6.5.1 Interruptions to Supply

Although it is Metergy's policy to minimize inconvenience to customers, it is necessary to occasionally interrupt a customer's supply of the Commodities to allow work on the meters or meter components. Metergy will endeavor to provide customers with reasonable notice of planned interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

Customers requiring a higher degree of security than that of normal supply are responsible

for providing their own back-up or standby facilities. Customers may require special protective equipment or alternative water supply sources, as applicable, on their premises to minimize the effect of momentary supply interruptions. Where disconnection poses a risk of significant adverse effects on the physical health of the customer or their spouse, dependent family member or other person that regularly resides with the customer, the customer shall provide Metergy with documentation from a physician confirming such risk.

6.5.2 General

No person, except those authorized by Metergy, may remove, relocate, suspend, connect, disconnect, alter or otherwise interfere with any meters, wires or ancillary equipment owned by Metergy. The metering location provided shall be for the exclusive use of Metergy. No equipment, other than that provided and installed for or by Metergy may be installed in any part of such space.

6.5.3 Meter Access

The customer must provide or arrange free, safe and unobstructed access to Metergy (including its employees, agents and sub-contractors) for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection.

6.5.4 Meter Reading and Estimated Reads⁴

Metergy collects consumption data manually, automatically or remotely. Subject to Applicable Laws, when actual readings are not scheduled or available, Metergy reserves the right to use an estimated meter read for consumption and/or demand data.

6.5.5 Final Meter Reading⁵

When a service is no longer required, the customer shall provide sufficient notice of the date the service is to be discontinued so that Metergy can obtain a final meter reading as close as possible to the final reading date. The customer shall provide access to Metergy (including its employees, agents and sub-contractors) for this purpose. If a final meter reading is not obtained, the customer shall pay a sum based on an estimate of the Commodities consumed since the last meter reading.

⁴ Rules for meter reading and estimated reads may differ by state. Please contact Metergy's Customer Care Center for more information.

⁵ Rules for final meter reading differ by state. Please contact Metergy's Customer Care Center for more information.

SECTION 7 TARIFFS AND CHARGES

Metergy's current standard service charges are set out in Schedule A hereto. Standard services charges may differ from state to state, please also refer to the state specific addendum attached hereto, if any. Standard service charges are subject to change from time to time. Information about changes will be provided to customers.

SECTION 8 OTHER

8.1 LIMITATION OF LIABILITY

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of the Commodities, Metergy shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise. Notwithstanding anything else in these Conditions of Service to the contrary, the maximum liability of Metergy shall not exceed the aggregate amount of service charges paid to Metergy by the customer during the twelve (12) month period prior to the date of any claim for damages.

8.2 FORCE MAJEURE

Neither Metergy nor any customer party shall be deemed to be in default of the performance of any of its obligations or covenants contained in this Agreement during any period when such party is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism, epidemic, pandemic, any public health orders or guidelines issued in response to an epidemic or pandemic, or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.

8.3 ARBITRATION

Subject to Applicable Laws, any controversy or claim arising out of or relating to these Conditions of Service or Metergy's services, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be New York, New York. The arbitration shall be governed by the laws of the State of New York. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

8.4 WAIVER

METERGY AND THE CUSTOMER WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THESE CONDITIONS OF SERVICE OR SERVICES PROVIDED BY METERGY AND FURTHER AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE CONDITIONS OF SERVICE OR SERVICES PROVIDED BY METERGY.

SECTION 9 GLOSSARY OF TERMS

“Applicable Laws” means with respect to any person, property, transactions, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies, guidelines and all applicable official directives, utility tariffs, orders, judgments and decrees of or similar requirement made or issued by a Governmental Authority having the force of law (i) applicable to or binding upon such person, property, transaction, event or course of conduct or (ii) to which that person or any of its property is subject.

“Conditions of Service” means this document, which sets out the terms and conditions upon which Metergy provides electricity, water, thermal energy and gas submetering and/or billing services to residential and commercial customers in the United States.

“Governmental Authority” means any national, federal, state, territorial, regional, municipal, or local government or other political subdivision thereof and any person exercising any executive, regulatory, judicial, or administrative authority thereof.

“Metergy” means Metergy Solutions LLC, and its successors and assigns.

“Commodities” means electricity, water and wastewater, gas and/or thermal/HVAC energy.

SCHEDULE A: STANDARD SERVICE CHARGES⁶

TYPE	FEE
New Service Set-up (first Commodity)	\$25.00
New Service Set-up (each additional Commodity)	\$15.00
Final Bill Fee	\$16.95
Security Deposit (if applicable)	\$150.00
Late Payment	1.5% of outstanding balance, monthly (19.56% annually)
Non-Sufficient Funds / Returned Check	\$45.00
Lawyer Letter	25.00
Meter Dispute (where no defect found)	\$110.00
Duplicate Invoice/Bill Reprint	\$25.00
Collection of Account	\$45.00
Statement of Account	\$25.00
Arrears Certificates	\$25.00
Disconnection	\$110.00
Reconnection (during regular business hours)	\$110.00
Reconnection (after business hours)	\$350.00
Reconnection Rescheduling	\$110.00
Paper Bill Service (per bill)	\$2.10
Convenience Fee (online payments via customer portal)	2.9%

⁶ Plus applicable taxes. Standard Service Charges are in addition to Metergy's monthly administration fees and may differ by state. Please contact Metergy's Customer Care Center for more information. The fees listed depend on the submetered service and may vary according to applicable State laws. Please contact Metergy's Customer Care Center for more information.