

**ILLINOIS COMMUNITY SOLAR PROJECT
SUBSCRIPTION AGREEMENT**

The DATE of this Agreement is: _____, 20____

<u>Project Owner</u> ("Owner")	<u>Subscriber</u> ("Subscriber")
Name: _____	Name: Village of Oak Park
Attn: <u>MC Squared Energy Services, LLC</u> <i>Name of Authorized Agent/Representative</i>	Attn: Cara Pavlicek <i>Name of Authorized Agent/Representative</i> Village Manager <i>Title of Authorized Agent/Representative</i>
<u>For Notices to Owner:</u>	
Mailing Address: <u>c/o MC Squared Energy Services, LLC</u> <u>175 W. Jackson, Suite 240</u> City / State / Zip <u>Chicago, IL 60604</u>	Mailing Address: 123 Madison St. City / State / Zip _____ Oak Park, IL 60602
Phone Number: _____	Phone Number: 708-358-5770
Email Address: _____	Email Address: Cpavlicek@oak-park.us
<u>Subscriber's Utility Account Information:</u>	
<u>Project Name:</u> _____	Utility Account _____
<u>Project Location Address:</u> _____ _____ _____ City / State / Zip _____	<u>Service Address:</u> _____ (if different from above) _____ _____ City / State / Zip _____
Phone Number: _____	Phone Number: _____ (if different from above)
Email Address: _____	Email Address: _____ (if different from above)
<u>Customer Service:</u>	
Phone Number: _____	Utility Account #: _____
Email Address: _____	Utility Meter # _____
Contract No. _____	Utility Company: _____ (the "Utility")
Contract Vers. _____	<u>Subscription:</u>
	Size: _____ kW (AC)
	Annual Production _____ kWh
	Estimate: _____ (First year; please see below for basis of estimate)

This confirms that Subscriber desires to enroll the utility account taking Bundled Service identified above in a Subscription (as more fully defined below) in the above identified community renewable generation project powered by solar photovoltaics (community solar). The Subscription is expected to result in certain "Bill Credits" on Subscriber's Utility bill pursuant to Net Metering Law and the applicable Net Metering Tariff. Pursuant to the Billing Agreement (as more fully defined herein), Subscriber is expected to retain approximately 10% of Bill Credits. Pursuant to Net Metering Law and the applicable Net Metering Tariff, Bill Credits from a subscription are calculated by the Utility based on the output (measured in kilowatt-hours) of a project, the credit rate under Net Metering Tariff, and the proportion of the subscription (in kW) to the total Nameplate Capacity of the project (in kW). This Subscription Agreement together with the General Terms and

Conditions of Subscription attached hereto and incorporated herein (collectively, the "Agreement") sets forth the agreement between Owner and Subscriber with respect to Subscriber's Subscription in the Project, and is entered into by the Parties as of the date set forth above.

Specific Terms of the Subscription:

Initial Term:	Twenty (20) years, beginning on the later of August 2019 or successful enrollment of the Subscription by Utility.
Limitations on Subscription Size:	The Subscription is sized based on Subscriber's historical usage to comply with Net Metering Law. The Subscription may be adjusted up or down upon mutual agreement of Subscriber and Owner in the future based on Subscriber's electricity usage during the Term. Subscriber will be notified in advance of any proposed adjustment to the Subscription based on usage and may increase or decrease its Subscription only upon written agreement.
Billing; Payments:	Pursuant to the terms of the Billing Management Services Agreement (the "Billing Agreement") previously or concurrently entered into between Subscriber and MC Squared Energy Services, LLC ("MC2"), Subscriber is appointing MC2 as its billing services agent and General Account Agent (as defined in the Billing Agreement) for the Utility Account identified above. The Billing Agreement contains the payment terms related to the Subscription.
Subscription Price:	<p>The <u>Subscription Price</u>, after additional fees pursuant to the Billing Agreement, is expected to be ninety percent (90%) of Bill Credits and Customer is expected to retain ten percent (10%) of Bill Credits. Please check the Billing Agreement for the full fee structure.</p> <p>Bill Credits will be reflected directly on Subscriber's Combined Bills. Subscriber will receive Combined Bills in accordance with the terms of the Billing Agreement.</p> <p><u>Estimated Discount:</u> Subscriber will receive the remainder of the net Bill Credits after the above deduction and subject to payments under the Billing Agreement. Actual savings—and monthly payments—may vary based on the Net Metering Tariff, the total production of the Project, and the proportion of the Subscription to the total Nameplate Capacity of the Project.</p> <p><u>Fees and Other Charges:</u> Beyond the subscription price payable to Owner above, there are no other fees payable to Owner.</p>
Security Deposit/Other Amount Due at Signing:	\$0 (Zero)
Early Termination:	After the 3-day rescission period (see below), if Subscriber wishes to cancel this Agreement, Subscriber may do so any time by providing at least thirty (30) calendar days' notice to Owner (c/o MC2).
Early Termination Fee:	\$0 (Zero)
No Guarantee:	This Agreement does not guarantee any savings to Subscriber. This Agreement does not guarantee a minimum level of performance by the Project or minimum quantity or value of Bill Credits.
No Ownership:	Subscriber does not have an ownership interest in System. For more information, see Sections 2(b) and 6(b) of the attached General Terms and Conditions.
Moving / Change of Service Address:	If the Utility Account Service Address identified above changes for any reason, Subscriber must provide written notice to Owner. For more information, see Section 9 of the attached General Terms and Conditions.
Privacy Policy:	Owner will not provide customer's information obtained under this Agreement to third parties except as necessary to administer this Agreement.
Project Maintenance:	Project will be maintained and operated by Owner's installer, WCP Solar.
Project Production Projections:	The expected life of the Project is 25 years with an expected degradation of 11.8% over the life (0.5% per year). First-year production is expected to be 1,294,552 kWh based on the Illinois Power Agency's standard 16.42% capacity

	factor. Actual production will be based on several factors; Owner is not guaranteeing minimum or maximum production during any time period.
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3-DAY RESCISSION PERIOD: SUBSCRIBER HAS THE RIGHT TO RESCIND THIS AGREEMENT BY NOTIFYING OWNER IN WRITING AT ITS ADDRESS LISTED ABOVE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT.

By signing below, Owner and Subscriber acknowledge and agree that they each have read and understand this Agreement and its exhibits (if any) in their entirety, have received a copy of this Agreement, and have executed this Agreement as of the date set forth above.

Project Owner: _____

Subscriber: _____

By: _____
 MC Squared Energy Services, LLC,
 its Authorized Agent

By: _____

Print Name: _____
 Title: _____

Print Name: _____
 Title: _____

GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" has the meaning set forth in the Subscription Agreement above, as it may be amended from time to time in accordance with its terms.
- b. "Adjustable Block Program" means the program for issuance of contracts for Renewable Energy Credits from Community Renewable Generation Projects (as both terms are defined in Section 1-10 of the Illinois Power Agency Act) powered by solar photovoltaics, as described in Section 1-75(c)(1)(K) of the Illinois Power Agency Act and administered by the Illinois Power Agency.
- c. "Ameren" means Ameren Illinois Company, an Illinois corporation and an electric utility.
- d. "Bill Credits" means the monetary credit placed on Subscriber's bill from the Utility attributable to Subscriber's interest in one or more Subscriptions pursuant to Net Metering Law and Net Metering Tariff.
- e. "Billing Agreement" has the meaning set forth in the Subscription Agreement above.
- f. "Billing Services Agent" means MC2.
- g. "Bundled Service" means bundled supply service that a Utility is required to offer pursuant to Section 16-103(c) of the Public Utilities Act as amended from time to time; specifically, Rate BES or its successor if the Utility is ComEd and Rate BGS if the Utility is Ameren.
- h. A "business day" shall mean any day other than a Saturday, Sunday, or a holiday under U.S. or Illinois law.
- i. "Change in Law" means a new law or regulation is enacted, or an order or decision of a Governmental Authority or RTO is issued, or there are revisions in the implementation of, amendments to, or interpretations of any law, regulation, order or decision of a Governmental Authority or RTO, in each case that materially increases the costs for a Party to perform its obligations in accordance with the Agreement.
- j. "Combined Bill" means that consolidated invoice prepared and delivered by MC2 to Subscriber pursuant to the terms of the Billing Agreement.
- k. "ComEd" means Commonwealth Edison Company, an Illinois corporation.
- l. "Force Majeure" has the meaning set forth in Section 12 below.
- m. "Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
- n. "IPA" means the Illinois Power Agency, an Illinois state government agency, and its designees, consultants, and program administrators.
- o. "MC2" means MC Squared Energy Services, LLC, an Illinois limited liability company.
- p. "Nameplate Capacity" means the aggregate inverter nameplate capacity in kilowatts AC (kW (AC)).
- q. "Net Metering Law" means, to the extent applicable to Project or similarly situated facilities, 220 ILCS 5/16-107.5 as may be amended from time and any rules of the Illinois Commerce Commission authorized pursuant to 220 ILCS 5/16-107.5.
- r. "Net Metering Tariff" means Rider POGCS if Utility is ComEd, and Rider NM if Utility is Ameren, as such tariffs may be amended from time to time or other future tariffs applicable to Project or similarly situated facilities.
- s. "Owner" means the party identified as the Project owner in the Subscription Agreement above.
- t. "Parties" means the two parties identified in the Subscription Agreement above as Owner and Subscriber. Owner and Subscriber are sometimes also referred to individually as a "Party."
- u. "Production Start Date" has the meaning set forth in Section 3 below.
- v. "Project" means the community solar project owned by Owner identified in the Subscription Agreement above.
- w. "Relocation" has the meaning set forth in Section 9 below.
- x. "RECs" has the meaning set forth in Section 7.e. below.
- y. "Rescission Period" has the meaning set forth in Section 4.a. below.
- z. "Rules" has the meaning set forth in Section 16 below.
- aa. "Subscriber" means the party identified as the subscriber in the Subscription Agreement above.
- bb. "Subscription" has the meaning set forth in Section 2 below.
- cc. "Subscription Agreement" means the Subscription Agreement above.
- dd. "Term" has the meaning set forth in Section 3 below.
- ee. "Utility" means ComEd or Ameren, as the case may be, as specifically identified in the Subscription Agreement above.

2. The Subscription.

- a. This Agreement describes the terms and conditions of Subscriber's purchase of a subscription (the "Subscription") in an Illinois community solar system owned by the Owner (the "Project"). Pursuant to this Agreement, in consideration for payments by Subscriber, Subscriber will be entitled to receive a portion of the Bill Credits generated by the Project. Bill Credits are expressed in dollars, and are currently calculated by the Utility as the product of the kilowatt hours (kWh) attributable to the Subscription multiplied by the net metering credit rate under the applicable Net Metering Tariff. The kWh attributable to the Subscription is equal to the total kWh generated by the

Project, multiplied by the Subscription size (in kW), divided by the Project's Nameplate Capacity (in kW). After the Utility has accepted enrollment of the Subscription, pursuant to its Net Metering Tariff the Utility is expected to begin associating Bill Credits with Subscriber's account within in 1-2 billing cycles. If the Utility rejects enrollment of the Subscription for any reason or no reason, and Owner and Subscriber are unable to cure such rejection by the Utility, this Agreement will terminate automatically. Subscriber's bill payment obligations will be in accordance with the terms and conditions of the Billing Agreement.

b. This Agreement, and Subscriber's payment under this Agreement or the Billing Agreement, entitle Subscriber solely to Bill Credits pursuant to the Utility's Net Metering Tariff, which may only be used in accordance with such Net Metering Tariff (as it may be revised from time to time). Currently, this Net Metering Tariff allows Subscriber to offset its (i) own electric utility supply charges, if Subscriber's Utility is Ameren; or (ii) own electric utility supply charges or cash out virtual net metering credits, if Subscriber's Utility is ComEd. The Subscription does not represent an ownership or other interest in the Project, in any solar panel, or other equipment, or in the real estate on which the Project is located, nor does it entitle Subscriber to receive any portion of the actual electricity generated by the Project or any ownership interest in other attributes, incentive payments, securities, or commodities that may be associated with the Project or such electricity, nor any profit (through any tax credits, rebates, earnings, capital appreciation, or otherwise) related to either the Project or entering into this Agreement, other than the portion of Bill Credits identified in this Agreement. Subscriber acknowledges that this is a subscription agreement, and Owner is not a utility, alternative retail electric supplier, or agent, broker or consultant.

3. **Term.** The term of this Agreement ("Term") shall commence on the date shown at the top of the Subscription Agreement and, unless earlier terminated as provided in this Agreement, shall end on the twentieth (20th) anniversary of the first day of the first full calendar month of commercial operation of the Project Facility ("Production Start Date"). Owner will advise Subscriber of the Production Start Date. The Parties may extend the Term for additional periods of time up to five (5) years for each extension, by written agreement approved and executed by both Parties.

4. **Termination.**

a. Three-Day Rescission Right. Subscriber may rescind this transaction, without any penalty or obligation, by providing written notice to Owner (c/o MC2) at any time prior to midnight of the third (3rd) business day after signing this Agreement (the "Rescission Period").

b. 30-Day Termination. Subscriber may terminate this Agreement at any time by providing thirty (30) calendar days' prior written notice. Owner may terminate this Agreement at any time by providing ninety (90) calendar days' prior written notice. Upon expiration of the applicable foregoing prior notice period, Owner or its designee will inform the Utility of the disenrollment of the Subscription. Subscriber shall be responsible for all payments and accrued fees on bills that include any Bill Credits from the Subscription under this Agreement through the last Combined Bill that includes Bill Credits attributable to the Subscription. Owner expects that Bill Credits will no longer appear on the Combined Bill within 1-2 billing cycles after the Utility receives notice of disenrollment of the Subscription, but the actual date of disenrollment of the Subscription and termination of Bill Credits is within the sole control of Utility.

c. Termination Required by Law. Owner may terminate this Agreement immediately upon written notice to Subscriber (i) (reserved); (ii) at any time after the Production Start Date due to a Change in Law that materially impacts performance of this Agreement or the Billing Agreement. If Owner terminates this Agreement, Owner will not have any liability to Subscriber.

5. **Payment.** Subscription-related billing, payments, payment methods, billing adjustments, applicable taxes, and other terms and conditions of payment are governed by the Billing Agreement. Please refer to the Billing Agreement for specific payment terms.

6. **Subscriber's Acknowledgments, Rights, and Obligations.**

a. By signing this Agreement, Subscriber represents that it is a customer of Utility with an account address shown at the top of the Subscription Agreement.

b. Except as expressly set forth in the Agreement, Subscriber will not have any rights or obligations with respect to the development, financing, construction ownership, operation, or maintenance of the Project.

c. Subscriber agrees that it will cooperate with Owner or its designee as reasonably necessary to facilitate the compliance of this Agreement and the Project with any regulatory requirements affecting this Agreement and in effect from time to time, including executing any forms necessary for Owner to obtain Utility account information on Subscriber's behalf and providing information about Subscriber to the Utility or the IPA or its designee as necessary to enroll the Subscription or as necessary to comply with the requirements of the Adjustable Block Program.

d. In the event that the Utility rejects enrollment of the Subscription for any reason, Subscriber further agrees that it will cooperate with Owner or its designee and take any other action as necessary to cure such rejection to facilitate enrollment of the Subscription, including an adjustment to the Subscription size.

e. Subscriber acknowledges that it is solely responsible for paying Combined Bills, including any charges not covered by the Bill Credits, subject to the terms and conditions of the Billing Agreement. Subscriber agrees that its Subscription size will be estimated based on its historical annual usage and may be adjusted during the Term based on its electricity usage after Owner notifies Subscriber of the change in Subscription size in writing and written

agreement executed by Subscriber, which may cause the amount payable by Subscriber under its Combined Bill to increase or decrease.

f. If for any reason Subscriber receives a new Utility account number, whether at Subscriber's current service address (as identified on the Subscription Agreement) or not, then Subscriber shall be obligated to provide Owner with written notice of such new Utility account number. Owner will take commercially reasonable steps to enroll Subscriber's new account under the Utility's applicable Net Metering Tariff. If Owner's commercially reasonable efforts are unsuccessful, Owner may terminate this Agreement with no compensation to Subscriber.

g. (Reserved)

7. Owner's Acknowledgments, Rights, & Obligations.

a. Acknowledgment by Owner. Owner is an entity duly organized and validly existing under the laws of its state of organization. MC2, as the authorized agent and signatory on behalf of the Owner for this Agreement, has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, and the performance of the Owner's obligations hereunder, have been duly authorized by all necessary action on the part of the Owner, and this Agreement constitutes the legal, valid, and binding obligation of the Owner, enforceable against it in accordance with its terms.

b. Outages. Owner will notify Subscriber in writing if the Project is out of service for more than three (3) business days, which will include an estimate of the duration of the outage and an estimate of the production that will be lost due to the outage. No Bill Credits will be generated during an outage, and no compensation will be paid for outages of any length.

c. Taxes. Owner does not make any representations or warranties to Subscriber concerning the tax implications of any bill credits provided to Subscriber in connection with the Project.

d. Owner will claim and receive any and all incentives, and any other benefits of ownership of the Project, both presently and in the future.

e. Owner intends to sell the Renewable Energy Credits ("RECs") generated by the Project.

8. Assignment. Subscriber may not assign its rights or obligations under this Agreement without the prior written consent of Owner, which Owner shall not unreasonably withhold. Owner shall not assign this Agreement without Subscriber's prior written consent, which consent shall not be withheld unless the assignment would violate the law, cause a conflict of interest for a public official or employee of Subscriber, or the assignment would be to an entity that is not permitted to contract with Subscriber pursuant to any applicable law. Upon any such assignment, the assignor shall be released from all future obligations under this Agreement and the assignee will assume all obligations of Owner under this Agreement. Any attempt by Subscriber to assign or transfer this Agreement without consent shall be voidable by Owner and constitute a Default under this Agreement. Subject to the foregoing, this Agreement shall be binding upon the Parties and their permitted successors and assigns.

9. Moving. If Subscriber moves or relocates to a new address or the service address identified in the Subscription Agreement above otherwise changes (a "Relocation"), Subscriber shall be obligated to provide Owner with written notice of such new address at least sixty (60) calendar days prior to such Relocation. Owner reserves the right to require that Subscriber provide additional evidence documenting the Relocation.

a. Relocation within Service Territory. If upon Relocation, Subscriber continues to be a customer of the same Utility identified in the Subscription Agreement above and Owner successfully enrolls Subscriber's new account under the Utility's Net Metering Tariff, Subscriber agrees that this Agreement will continue in accordance with its terms and to provide Owner with Subscriber's new Utility account information. In the likely event that Subscriber opens a new Utility account at its new address, such new account may be subject to Utility review and approval for enrollment under its Net Metering Tariff. Owner is not responsible for any actions or inactions by the Utility. Subscriber will be responsible for all payments due regardless of when any such changes take effect.

b. Relocation Outside of Service Territory. If upon Relocation, Subscriber is no longer a customer of the same Utility as identified in the Subscription Agreement above and outside of the service territory, Subscriber may terminate this Agreement by providing thirty (30) calendar days' prior written notice subject to the terms and conditions of Section 4.b. above.

10. Events of Subscriber Default. Subscriber will be in default of this Agreement if Subscriber:

a. commits a breach or default of the Billing Agreement, including a breach of Subscriber's payment obligations, which continues beyond any applicable cure period thereunder;

b. attempts to assign this Agreement in violation of Section 8 of this Agreement;

c. violates any other obligation under this Agreement and such violation continues for fifteen (15) calendar days after Subscriber receives written notice thereof;

d. provides false or misleading information to Owner; or

e. voluntarily commences bankruptcy, insolvency, reorganization, stay, or similar debtor-relief proceedings, or if any of the foregoing proceedings are brought involuntarily against Subscriber, or if Subscriber becomes insolvent or generally does not pay debts as they become due, or admit in writing Subscriber's inability to pay debts, or make an assignment for the benefit of creditors.

- 11. Owner Remedies in Event of Subscriber Default.** If Subscriber is in default under this Agreement, without limiting any other rights or remedies available to Owner under this Agreement, at law, or in equity, Owner shall have the right to take one or more of the following actions:
- take action to prevent loss, correct Subscriber's default, or otherwise enforce specific performance of this Agreement, by court action or otherwise;
 - terminate this Agreement and inform the Utility that Subscriber's account is no longer a subscriber to the Project; or
- seek damages for Subscriber's default.
- 12. Force Majeure.** Neither Party shall be in breach of this Agreement because of any failure or delay in complying with its obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by the other Party of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; riots; vandalism; regional strikes or other significant regional labor disputes; a governmental authority's actions or failure to act; an Utility's actions or failure to act, including any curtailment of the Project; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within the Party's reasonable control and which, by the exercise of reasonable diligence, the Party is unable to prevent. Either Party shall have the option of terminating this Agreement if a Force Majeure event continues for thirty (30) or more calendar days. If either Party terminates this Agreement due to continuing Force Majeure event, Subscriber shall be responsible for making any and all payments and any other applicable payments for Bill Credits that Subscriber receives based on generation of the Project up to the date of termination.
- 13. No Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OWNER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING OWNER'S OBLIGATIONS OR THE PROJECT. OWNER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, OWNER DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY OR BILL CREDITS TO BE GENERATED BY THE PROJECT.
- Notwithstanding anything to the contrary in this Agreement or the Billing Agreement, in no event whatsoever shall either Party be liable for any special, indirect, incidental, punitive, exemplary, consequential, or similar damages, including loss of income or profits, costs of financing, loss of business, principal office overhead and expenses, lost time or goodwill, loss of reputation, or insolvency, even if the other Party has been advised of the possibility of such damages, without regard to whether such claims are based upon in breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law, or otherwise. The Parties each acknowledge and agree that they hereby waive any and all claims or rights that they may have to such damages.
- Without limiting the foregoing, in no event shall the maximum cumulative liability of Owner for any claim arising out of this Agreement, without regard to the form of action, exceed 70% of Bill Credits on Subscriber's Combined Bill during the preceding 12 full billing cycles.
- 14. Insurance.** The Owner will insure the Project at full replacement cost and bear the risk of loss, damage, theft, destruction or similar occurrence of all or any part of the Project during the Term. Evidence of insurance will be in place before the Project's commercial operation date and is subject to change during the Term.
- 15. Indemnification.** (Reserved).
- 16. Waiver of Jury Trial.** (RESERVED).
- 17. Notices.** All notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given (i) if personally delivered, on the day and at the time on which such notice is delivered to the intended recipient, whether Owner or Subscriber, as the case may be, at its address for notices set forth at the top of the Subscription Agreement; (ii) if sent by U.S. Postal Service, five (5) days after having been mailed by certified or registered mail, postage prepaid, return receipt, to the intended recipient, whether Owner or Subscriber, as the case may be, at its address for notices set forth at the top of the Subscription Agreement; (iii) if by Federal Express or other reputable express mail service, when delivered by such service to the intended recipient whether Owner or Subscriber, as the case may be, at its address set forth for notices at the top of the Subscription Agreement; or (iv) when sent, if sent by electronic mail, to the email address set forth at the top of the Subscription Agreement. A Party may change the address for notices to such Party from time to time by giving written notice of such change to the other Party in accordance herewith.
- 18. Complaints.** Subscriber may direct any questions or complaints related to this Agreement to Owner's contact information for notices above.
- 19. Additional Contact Information.**

20. Miscellaneous.

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.
- b. Entire Agreement. This Agreement set forth the entire agreement and understanding between the Parties relating to the subject matter herein and merges all prior discussions between the Parties. No other agreements, representations, or understandings (whether oral or written and whether express or implied) that are not expressly set forth in this Agreement or the Billing Agreement have been made or entered into by either Party with respect to the subject matter hereof. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not affect the waiver of any non-waivable rights to which Subscriber may be entitled under any applicable law, statute, rule, or regulation.
- c. Construction. The headings of Sections and sub-Sections contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. Any exhibits and schedules attached hereto are hereby incorporated herein as if fully set forth herein. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine, or neuter gender, according to the context. Whenever the term "include," "including," "included," or a term of similar import is used in this Agreement, it shall mean "including without limiting the generality of the foregoing." This Agreement is deemed to have been drafted jointly by the parties to this Agreement, and any uncertainty or ambiguity shall not be construed for or against any Party as an attribution of drafting to any Party. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day.
- d. Modifications; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both Parties. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- e. Independent Contractors. The Parties are independent contractors. Other than as expressly described herein, nothing in this Agreement shall be deemed to create an agency, joint venture, or partnership relationship between Owner and Subscriber. Neither Party shall have authority to act on behalf of or bind the other Party in any way.
- f. Third Party Beneficiaries. No person that is not a party to this Agreement has any right to enforce any term of this Agreement.
- g. Severability. Whenever possible, each of the provisions of this Agreement shall be construed so as to be interpreted in such manner as to be effective and valid under Applicable Law. If any provisions of this Agreement or the application thereof to any Party or circumstance shall be prohibited by or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
- h. Survival. The terms of this Agreement that expressly or by their nature survive termination of this Agreement, including Sections 11, 13, 15, and 16, shall survive any termination or expiration of this Agreement.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures transmitted by facsimile or as emailed PDF copies shall be binding as originals, and each Party hereby waives any defenses to the enforcement of the terms of this Agreement sent by facsimile or emailed PDF based upon the manner of transmission or form of signature (electronic, facsimile or "ink original").