



## STERLING NY Choice™ TERMS OF SERVICE

For Customers of PSEG-LI in New York

Sterling Planet, a New York State Public Service Commission (NYPSC) licensed renewable energy supplier, has joined with PSEG-LI to offer you an opportunity to choose renewable energy. When you sign up for Sterling NY Choice™, Sterling Planet's cleaner power offering, you stay with PSEG-LI as your electricity provider, but support the generation of cleaner power generated in New York State using renewable energy from wind and small hydro.

When you enroll, you pay a monthly surcharge of 1.5 cents per kilowatt hour for the renewable energy you purchase, which helps to cover the gap in price between cleaner renewable power and that of more polluting non-renewable conventional generation. This surcharge for is added as a separate line item to your PSEG-LI bill. Depending on the amount you purchase, all or part of your total monthly electricity usage will come from renewable sources located in New York. You are still responsible for paying PSEG-LI's retail delivery and generation service charges.

To upgrade all or part of monthly electricity purchases to renewable energy, typical PSEG-LI residential customers can expect to pay an additional monthly fee of \$7.50 or less. If your household uses approximately 500 kilowatt hours (kWh) of electricity a month, the estimated monthly renewable energy premium would be as follows:

Option 1 - 100% Renewable Energy Signup Level  
estimated \$7.50 monthly Sterling NY Choice™ premium

Option 2 - 75% Renewable Energy Signup Level  
estimated \$5.63 monthly Sterling NY Choice™ premium

Option 3 - 50% Renewable Energy Signup Level  
estimated \$3.75 monthly Sterling NY Choice™ premium

The actual monthly fee for a renewable energy upgrade will vary each month, just as your electricity use and billing varies from month to month. The formula for calculating your monthly fee is 1.5¢ x the monthly kWh of renewable energy you are buying. For example, a customer purchasing about 500 kWh monthly would pay about \$7.50 monthly. (500 kWh x \$.015 rate = \$7.50 monthly fee) Regardless of which signup level you choose, you stay with PSEG-LI, which will continue to deliver your electricity, handle billing and provide customer service, including energy-related emergency response.

Sterling NY Choice™ is sourced in New York State and is a 50-50 blend of new wind from facilities that began operation after January 1, 1998, and small hydroelectric energy from facilities with a typical output of less than 30 megawatts.

Sterling Planet will annually report to its customers the actual resource mix of the renewable energy purchased during the preceding year. When you enroll in Sterling NY Choice™, Sterling Planet will purchase New York-based renewable energy annually in an amount equal to your renewable energy purchases during the same period. Sterling Planet reserves the right to balance the sale and delivery of energy during a 3- month period following each calendar year in accordance with certification standards. Once Sterling Planet makes its purchase of renewable energy on your behalf, it has completed all obligations to you. All rights and interest in Emission Reductions or Credits (Offsets) are assigned to, shall be and remain the sole property of the customer.

Sterling Planet reserves the right to decrease or modify the amount and type of renewable energy purchased at any time, consistent with certification standards. If our energy costs increase more than 15% during any one-year period, we may, at our sole discretion, decrease the amount of renewable energy originally purchased or modify the mix or both by an appropriate amount to offset the price increase. Sterling Planet will inform you in writing 30 days prior to any change in renewable energy purchases on your behalf. At that time, you may: 1) keep your monthly energy purchase amount the same by allowing Sterling Planet to purchase fewer kilowatt hours (kWh) on your behalf, 2) increase your monthly payment to cover the cost of the energy increase in order to receive the same monthly amount of kilowatt hours (kWh) for which you originally signed up, or 3)

cancel your agreement with Sterling Planet. Sterling Planet reserves the right to modify its renewable energy blend and delivery practices.

### Billing and Payment

Your renewable energy purchase, known as Sterling NY Choice™, will appear as a line item on your regular PSEG-LI electric bill. Except as outlined above, your green energy premium will not change over time unless you request a change in your enrollment. No additional or special fees will be assessed. Any power outages or other electricity service problems should be directed to your electric utility. We have no responsibility for the quality of the goods and services your electric utility provides or for the accuracy of your local electric utility bill. Upon receipt of your enrollment, Sterling Planet will activate your account and notify PSEG-LI when your order is received.

### Cancellation or Change of Service

You may increase, decrease or cancel your renewable energy purchase from Sterling Planet at any time without any penalty. We do not impose fees for application, late payment or early termination. We value you as a customer and do not bind you to a lengthy contract. To change or cancel your account, simply call Customer Service at 1 877 457 7712. You may also write a letter requesting to cancel your renewable energy purchase, addressed to us at 6200 Avalon Boulevard, Alpharetta, GA 30009.

### Limitations on Liability

Sterling Planet will in no event be liable to you or to any other party for any consequential, punitive, indirect, exemplary or special damages, whether arising in tort, contract or under any other common law or statutory claim, in connection with the services that we provide. You will also not be liable to us for any such damages in connection with the service you receive. Sterling Planet shall not be liable for interruption or shortage of supply, nor any associated loss or damage resulting from causes outside our reasonable control.

Sterling Planet shall not be in breach of its obligations under these terms and conditions to the extent that our failure to perform is caused by forces or circumstances beyond our reasonable control. These include, but are not limited to, unusually severe weather, acts of God, fire, drought, flood, and failure of the Independent Service Operator or EDC to transmit electricity or support operations of any of our independent Suppliers or vendors. Sterling Planet will not be liable for lost profits. Our liability and yours is solely limited, to the extent allowed by law, to actual damages, not to exceed the value of electricity bought or sold, except in cases of gross negligence, willful misconduct or bad faith. These terms and conditions and any related agreements between you and Sterling Planet shall not be deemed as creating any rights in any third party, or as giving rise to third party liability.

### Controlling Provisions

All matters affecting the interpretation of this agreement shall be governed by and construed according to the laws of the State of Georgia. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED. Should any part of this agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this agreement.

Any questions regarding these terms and conditions should be directed to us in writing at our headquarters office: Sterling Planet, 6200 Avalon Boulevard, Alpharetta, GA 30009. Call toll-free at 1 877 457 7712, or send emails to [info@sterlingplanet.com](mailto:info@sterlingplanet.com).

