

Supplemental SurgeShield Terms and Conditions for Rental Properties

These Supplemental SurgeShield Terms and Conditions for Rental Properties ("Supplemental Terms") hereby amend and supplement the RESIDENTIAL SURGESHIELDSM PROGRAM TERMS AND CONDITIONS ("Terms and Conditions") that govern the SurgeShield offering of FPL Home. Unless otherwise defined in these Supplemental Terms, capitalized terms have the meanings given in the Terms and Conditions. In the event of a conflict between these Supplemental Terms and the Terms and Conditions, these Supplemental Terms shall govern and control.

1. **DEFINITIONS.** When used in these Supplemental Terms with initial or complete capitalization, whether in singular or in plural, the following terms have the following defined meanings:
 - 1.1 Customer: The legal owner of the rented residential premises to these Supplemental Terms relate.
 - 1.2 Enrolled Premises: Enrolled Premises has the meaning set forth in Section 2.5 below.

2. **BILLING.** To set up billing for the rental properties, Customer agrees to provide:
 - 2.1 Full legal name of Customer;
 - 2.2 Customer's address;
 - 2.3 Customer's phone number;
 - 2.4 Customer's email address and credit card payment authorization for advance billing of the first twelve (12) months of the Program and recurring monthly billing thereafter, in a form as requested by FPL Home; and
 - 2.5 A list of addresses of the residential premises at which the SurgeShield surge protection devices are to be installed ("Enrolled Premises").

3. **CREDIT CARD BILLING DETAILS.**
 - 3.1 Customer's credit card will be billed in advance for the first twelve (12) months of Program fees and will be billed monthly thereafter pursuant to Customer's credit card authorization during the term of its participation in the SurgeShield program.
 - 3.2 Notice of the upcoming credit card payment will be sent to the email address as provided by Customer pursuant to Section 2.4 above at least 10 days prior to the credit card payment processing date.
 - 3.3 The advance billing of the first twelve (12) months of the Program to Customer's credit card will be the total annual fee, covering all monthly fees for all Enrolled Premises, plus any applicable Florida sales tax. The amount billed monthly thereafter to Customer's credit card will be the monthly fee for all Enrolled Premises, plus any applicable Florida sales tax.
 - 3.4 Customer agrees that the above payments are due and payable pursuant to Customer's credit card authorization.
 - 3.5 The reference to the "due date of your FPL electric utility bill" in the Terms and Conditions is hereby replaced with reference to the due dates set forth in Section 3.4 above.
 - 3.6 Customer will be charged interest at the rate of 1.5% per month on any overdue balance if payment is not received by the due date set forth in Section 3.4 above.

4. **FPL HOME CONTACTS FOR BILLING QUESTIONS.** The following are FPL Home's contacts for billing related questions related to Customer's SurgeShield order.

Phone #1-833-437-5466, email address: FPL-Home-Customer-Support@fpl.com.

5. **EARLY TERMINATION.** Notwithstanding anything to the contrary in the Terms and conditions, because FPLES's loss from an early termination would be difficult or uncertain of measurement, the parties have agreed upon the liquidated damages provisions set forth in this Section as a reasonable measure of that loss. If, during the initial 12-month period of enrollment the Customer terminates its enrollment in the Program pursuant to the 30-day written notice requirement of the Terms and Conditions or pursuant to Section 6 below, with respect to any Enrolled Premise, then, as liquidated damages and not as a penalty, FPLES will be entitled to retain all pre-paid monthly fees received with respect to that initial 12-month period. Retention of such fees by FPLES as provided in this Section shall constitute fulfillment of all liabilities of Customer to FPLES for early termination, whether based on contract, on negligence of any kind, strict liability or tort on the part of Customer or otherwise.

6. **SALE OF ENROLLED PREMISE.** Customer will be deemed to have terminated Services for an Enrolled Premise if Customer sells or otherwise transfers legal title of such Enrolled Premise unless the new owner agrees in writing to assume all of Customer's obligations under these Supplemental Terms.