

CLEANSKY ENERGY

RESIDENTIAL AND SMALL & MEDIUM C&I TOS – FIXED & VARIABLE PRICE PRODUCTS – MA MARKETS

(“Supplier Billing” or “Dual Billing”), one bill from CleanSky Energy for Customer’s supply charges, and one bill from the Utility for the delivery charges. In both cases, CleanSky’s fees will be reflected separately as itemized charges on Customer’s invoice. CleanSky Energy’s fees will be reflected separately as itemized charges on Customer’s invoice. Customer bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Customer’s payment will be due to the EDC by the date specified on the invoice. Except as otherwise provided in this Agreement or by law, Customer shall pay all taxes of any kind, nature and description, due and payable with respect to Customer’s performance of its obligations under this Agreement. CleanSky may terminate the contract and transfer Customer back to the Utility on at least fourteen calendar days written notice if Customer fails to pay the bill or fails to meet any agreed-upon payment arrangements. CleanSky reserves the right to assume the billing function for its services. If Customer’s Supply service with CleanSky is terminated for non-payment, Customer must pay balance owed, plus any collection fees including all legal fees and costs. The parties’ obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. If applicable, CleanSky Energy will deliver monthly invoices to residential and small commercial customers in electronic format via email, to the email address specified at the time of enrollment or in the Energy Service Agreement, or to such other email address as you direct in writing. Upon written request, Customer may receive an invoice in paper format via US Mail at Customer’s designated billing address.

Material Change: This may occur if: a) If the customer uses 20% more (“Material Change”) than weather normalized historical usage for a month, the kilowatt hours that fall outside the normal usage component is potentially charged at the RT weighted average price. The weighted average is found using the RT LMP price for the zone of the account and the load profile. If a full year of historical usage is not available, the usage may be determined by CleanSky based on a reasonable estimate. b) If Customer anticipates any change in operations at any Customer Account that may result in a Material Change then Customer must notify CleanSky promptly but no later than 60 days before the anticipated change in operations. At any time after receiving customer’s notice of an anticipated Material Change, CleanSky may notify Customer in writing (the “Notification Letter”) of adjusted Energy Charge (other than Index Energy Charge) and EMS Fee. Customer may accept the adjusted quantity and price by signing the Notification Letter and returning it to CleanSky within five Business Days of the Notification Letter date. Once accepted, the adjusted Energy Charge, and EMS Fee will be effective on the first Meter Read Date after the expiration of that five Business Day notice period. If Customer does not timely sign and return the Notification Letter, then the Energy Charge, and EMS Fee will not be adjusted and CleanSky may terminate this Agreement as of a specified termination date upon at least five business days’ notice to Customer. If CleanSky terminates this Agreement, then Customer will pay CleanSky an ETF and pay CleanSky timely for all charges for electricity sold until each customer account is switched. Any election by CleanSky not to exercise its rights hereunder will not preclude CleanSky’s exercise of those rights at a later date.

Complaints and Dispute Resolution: Customers may submit a complaint via email to CustomerConcerns@CleanSkyEnergy.com, or verbally by calling 1-888-355-6205 Monday-Friday, 8 a.m. to 7 p.m. central standard time. Customers with questions or disputes with their bill should contact CleanSky’s customer service to assist. If Customer cannot resolve the problem with CleanSky, Customer can file a complaint with the DPU. If Customer’s service has been shut off, or is about to be shut off, Customer should call the DPU directly at (617) 737-2836 or toll free at (877) 886-5066.

Energy Assistance Programs: LIHEAP helps low-income individuals and families with the cost of heating their homes during the winter season. For more information, Customer should call the state hotline for social service programs by dialing 211 or (800) 632-8175 or visit the LIHEAP website <https://www.mass.gov/service-details/learn-about-low-income-home-energy-assistance-program-liheap>.

Budget Billing: CleanSky’s budget billing allows Customers to pay approximately the same monthly amount for electric service, subject to a semiannual adjustment based on actual consumption. Budget billing may be available to Customers who are not delinquent at the time of enrollment onto the billing option. CleanSky may charge or credit any cumulative balance, as appropriate, at least once every 12 months. CleanSky may collect under-recovered costs and/or refund any over-recovered amounts from Customer annually or upon termination of service to the Customer.

Credit and Deposits: If CleanSky Energy is ever required to bill Customer directly, CleanSky reserves the right to determine if Customer’s credit standing is satisfactory for originating or continuing electricity supply service under this Agreement. If CleanSky determines, in its sole reasonable discretion, that Customer’s creditworthiness has become unsatisfactory, CleanSky may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to CleanSky. Consistent with applicable law, CleanSky Energy uses uniform income, deposit and credit requirements in determining whether to offer service to its Customers. CleanSky Energy will not require a deposit which exceeds the greater of (i) the sum of the estimated billings for the next three months, or (ii) one-fourth of Customer’s estimated annual billing. Deposits will be held in separate interest-bearing accounts. CleanSky will remit to Customer interest earned on his or her deposit when it is returned to Customer or credited to Customer’s account. If a deposit is refunded within 30 days of the date of deposit, no interest payment will be paid. If CleanSky keeps the deposit for more than 30 days, payment of interest will be made retroactive to the date the deposit was received by CleanSky. The deposit will cease to draw interest on the date it is returned or credited to Customer’s account. Customer deposits held by CleanSky Energy will be refunded to Customer as an invoice credit if no late payments have been applied to Customer’s account after twelve (12) consecutive months.

Customer Protections: Massachusetts Department of Public Utilities. Department of Public Utilities Regulations are found in Title 220 of the Code of Massachusetts Regulations (220 CMR). Competitive Suppliers also are subject to the Massachusetts Attorney General’s Retail marketing and sale of electricity regulations (940 CMR 19.00 et seq), the Office of Consumer Affairs and Business Regulation’s Massachusetts Do Not Call registry, and Clean energy standard (310 CMR 7.75 et seq), a regulation from the Department of Environmental Protection Regulations.

CLEANSKY ENERGY
RESIDENTIAL AND SMALL & MEDIUM C&I TOS – FIXED & VARIABLE PRICE PRODUCTS – MA MARKETS

Massachusetts Department of Public Utilities

One South Station, 5th floor,
Boston, MA 02110
617-305-3500

Customer Information and Authorization: In accordance with 220 CMR 11.05(4)(c), Customer authorizes CleanSky Energy to obtain information from the utility, including account information, historical and future electric consumption, rate classification, meter readings, characteristics of electric service, and billing and payment information. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. By providing telephone numbers, including wireless and work numbers to CleanSky, Customer expressly consents to being contacted at those numbers by CleanSky or a party calling on behalf of CleanSky for any purpose related to Customer's account, or future possible goods or services, including debt-collection, by a live person, pre-recorded voice, and/or automated dialing. If Customer has utilized an agent or broker to contract energy purchases from CleanSky Energy, Customer authorizes CleanSky to disclose to the agent or broker information pertaining to Customer's electric purchases as applicable. Customer (and Customer's signatory, if signatory is noted as Customer's spouse/civil union partner) agree to CleanSky obtaining a credit report and investigating Customer's (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. CleanSky is not obligated to accept, or continue performing, this Agreement if Customer does not meet CleanSky's credit requirements.

Written Notice and Electronic Disclosure Authorization: Written notice includes, but is not limited to, notice by electronic mail to a valid email address provided by Customer. If Customer is enrolling or renewing electronically, Customer is consenting to electronic receipt of all the required disclosures provided during the enrollment process, like the Disclosure Label, ESA, and Terms of Service, and monthly billed invoices as applicable. Customer must have a valid email address and is obligated to keep CleanSky Energy informed of any changes to the email address provided during enrollment or renewal, or any changes or withdrawal of consent for the electronic transmission of customer disclosures.

Changes to Terms of Service. These Terms of Service may be amended by CleanSky at any time, except that CleanSky may only change the price and Term as specified previously herein. CleanSky will provide written notice to Customer at least thirty (30) days in advance of the date that the change to this Agreement will be applied to the Customer's bill or take effect unless the change benefits Customer. CleanSky is not required to provide notice automatically for material changes that benefit the Customer but will, upon request, provide each document to Customer at any time free of charge. Upon receipt of written notice of a material change, Customer may terminate this Agreement without being assessed an early termination or cancellation fee within thirty (30) calendar days after the date of the notice, unless such change favors Customer.

Rewards and/or Incentives Programs: For purposes of receiving any rewards, bonuses and/or incentives, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which CleanSky has not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer. Rewards and/or incentives are also subject to any terms and conditions stated in the offer and as may be located on CleanSky's website(s). More information on the terms and conditions of any reward and/or incentive programs are available by calling 1-888-355-6205. CleanSky reserves the right to disqualify any account holder from participation in rewards and/or incentives programs.

Force Majeure: If CleanSky is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. CleanSky will take all reasonable steps to remedy the effect of the Force Majeure event. "Force Majeure" means any act or event that is beyond the reasonable control of CleanSky that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including the utilities in Massachusetts, New England ISO, aggregators, other suppliers, scheduling entities and agents, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

Governing Law: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC.

Assignment: This Agreement shall be binding upon and inure to the benefit of, and may be performed by the successors and permitted assigns of the Parties except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor of any of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, Customer agrees that CleanSky Energy shall have the right to pledge this Agreement to its bank or other lending institution(s) and to assign this Agreement, together with all rights and obligations hereunder, to Company's electricity supplier, or such supplier's designee. CleanSky will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny CleanSky or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

No Waiver: Any failure by CleanSky to enforce any term or condition of Customer's electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer's service or to exercise rights under this Agreement.

Mandatory Arbitration: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant

CLEANSKY ENERGY

RESIDENTIAL AND SMALL & MEDIUM C&I TOS – FIXED & VARIABLE PRICE PRODUCTS – MA MARKETS

to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the district in which Customer is located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in section entitled "Class Action Waiver" below.

Class Action Waiver: Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVIDUALLY OR TO BE

PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

Warranties: CLEANSKY ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability: Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. CLEANSKY ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.