

TITAN GAS AND POWER

RESIDENTIAL AND SMALL & MEDIUM C&I ELECTRIC TERMS OF SERVICE – MASSACHUSETTS MARKETS

This is an agreement for electric generation service between Titan Gas, LLC dba Titan Gas and Power (“Titan” or “Titan Gas and Power”) and you, for the service address(s) set forth in your Disclosure Label (“Disclosure Label”) or Energy Service Agreement (“ESA”). Together, this Disclosure Statement, including the terms of service set forth herein, collectively describe your agreement to purchase electric generation service from Titan Gas and Power (“Agreement”). This Terms of Service (“TOS”) document details the procedures and terms of the Agreement, and is generic with regards to specific pricing and contract terms. The Information Disclosure Label and/or ESA provides such product offer details and required contract disclosures.

Titan Gas and Power is Competitive Supplier (“CS”) licensed by the Massachusetts Department of Public Utilities (“MDPU” or “DPU”) to offer and supply electric generation services to commercial customers in Massachusetts. Our DPU electric license number is CS-177. Commodity prices and charges are set by the electricity supplier you have chosen, Titan Gas and Power. Your Local Distribution Utility will deliver the electric generation to you.

RIGHT TO RESCIND: You have until midnight of the third day following the receipt of this Terms of Service document to cancel this Agreement without the penalty. You may rescind in writing, orally, or electronically via email. Please provide your name, address, phone number, and account number and a statement that you are rescinding under the three (3) days Right of Rescission. If you enrolled online or electronically via one of Titan Gas and Power’s sales partners, you have consented to be enrolled within 24 hours of your original authorization.

PRICE PLANS: Your contract rate and Price Plan will be disclosed to you at the time of enrollment and confirmed in your Disclosure Statement. Titan Gas and Power’s Price Plans are described below:

FIXED RATE PRICE PLAN: You will pay the fixed rate *per kilowatt-hour* and/or *per therm* as specified at the time of enrollment and confirmed in your Disclosure Statement or Energy Sales Agreement. You will be billed at the fixed rate for the number of billing cycles as specified by the term of your Agreement. You may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed in your Disclosure Statement or Energy Sales Agreement.

100% - 200% RENEWABLE ELECTRICITY PLAN (FIXED TERM): For our renewable energy products, Titan Gas and Power purchases and retires Renewable Energy Certificates (“RECs”) to offset 100% or 200% of your electricity usage. If you selected a renewable energy product from Titan, your rate includes a charge for the purchasing of Renewable Energy Certificates. Titan Gas and Power will (directly or indirectly) retire, on your behalf, non-certified Renewable Energy Credits (“RECs”) resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro. We guarantee our customer’s electricity usage is offset with a direct investment in 100% or 200% renewable energy from clean energy sources such as solar, wind, hydro, and/or biomass for all usage over the contracted term. Applicable energy sources will be sourced from or connected to the PJM regional electricity control area. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meter. Titan may take up to three (3) months after the end of the calendar year to retire RECs needed to fulfill the obligations of this product. Titan will not be liable to you or other parties for advertising assertions associated with Titan’s renewable offers. Titan Gas and Power does not own any coal, oil, gas, or nuclear generation facilities. We are not the subsidiary of any company that owns coal, oil, gas or nuclear generation facilities.

MONTHLY VARIABLE (Month-to-Month): Customers with a variable-rate plan renew for a one (1)-month term that automatically renews each month on a continuing basis. This variable, month-to-month, electricity supply price can increase or decrease each month and is set each month at Titan’s discretion. Contributing data points to the electric variable rate include: the cost of electricity acquired by Titan from all sources (including energy, capacity, settlement fees, and ancillary costs) related transmission and distribution charges, renewable-energy compliance charges, and other market-related factors, plus all applicable taxes, fees, charges, and other assessments including Titan’s costs, expenses, and margins. The monthly variable price will be communicated in the monthly invoice from the utility. There is no limit on how much the price may change from one billing cycle to the next. Customer or Titan may cancel Variable Rate Plan agreements any time without penalty or fee.

For all price plans, the rate you pay Titan Gas and Power will include the Generation Charge for services provided under this Agreement. Your price does not include applicable Massachusetts sales tax or any local tax. Non-recurring fees as charged by the EDC include, but are not limited to, out of cycle meter readings, meter test fees, disconnection and reconnection fees, etc. You are responsible to EDC for these other charges relating to the delivery of electricity to your residence or place of business.

LENGTH OF AGREEMENT (TERM): This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date (“Effective Date”) of the service address(s) as specified at the time of enrollment and continue for the duration of the specified term herein, unless terminated pursuant to the attached Agreement. This Agreement shall remain in effect until the latest date of the final meter read (“Termination Date”) of said service address(s) specified herein unless otherwise agreed to by the Parties in writing.

RENEWAL: Following the term of your Agreement, service will continue for successive one (1) month periods on our variable Price Plan if no alternate option is selected prior to the expiration of the original term. If you are currently a Titan Gas and Power customer on a month-to-month variable plan and have selected a new Price Plan, the new plan will become effective within 24 hours of your renewed service request. If this new Price Plan becomes effective during the middle of your billing cycle, your next bill may be prorated.

If you are on a fixed term contract, you will be notified of its upcoming expiration within thirty (30) days of the end of the Agreement. If you select a new Price Plan prior to the expiration of your agreement, your Price Plan will begin the day after the expiration of your current agreement.

CANCELLATION: If this Agreement is terminated prior to the end of the Term, you may be required to pay an early termination fee. The cancellation fee, if applicable, will be specified in your Information Disclosure Label, and/or Energy Service Agreement (“ESA”). Customer may cancel this Agreement without penalty any time before midnight of the third business day after the date of enrollment. After such rescission period, Customer may cancel this Agreement at any time by calling Titan Gas and Power at 1-888-355-6205, or by sending an email to Titan Gas and Power at

CustomerCare@titangasandpower.com, however you may be required to pay the early termination fee as specified above. You may also cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date Titan Gas and Power notifies your Utility. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed.

If for any reason Titan Gas and Power is no longer able to economically continue this Agreement, Titan Gas and Power may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Titan Gas and Power if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Titan Gas and Power is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the Utility until another provider of electric or natural gas generation service is designated or service is shut off by the Utility. Only the Utility may shut off your electric power.

CUSTOMER PROTECTIONS: The services provided by Titan Gas and Power are protected by the terms and conditions of this Agreement and the Massachusetts Department of Public Utilities. Department of Public Utilities Regulations are found in Title 220 of the Code of Massachusetts Regulations (220 CMR).

BILLING AND PAYMENT: You will receive one bill (“Utility Consolidated Billing”) from the applicable EDC which includes Titan Gas and Power’s generation supply charges as well as the EDC’s delivery charges. Titan Gas and Power’s fees will be reflected separately as itemized charges on your 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, you shall pay all taxes of any kind, nature and description, due and payable with respect to your performance of its obligations under this Agreement. 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.

NOTICES: All notices and correspondence to you will be delivered via electronic email if you have provided Titan Gas and Power with your email address. Mailed notices will be sent to your billing address or service address if there are issues with the billing address. Titan will send all product documentation, such as this Terms of Service, upon request.

CUSTOMER AUTHORIZATION: In accordance with 220 CMR 11.05(4)(c), you authorize Titan Gas and Power to obtain historical consumption and billing and payment information from the EDC. 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. If you have utilized an agent or broker to contract energy purchases from Titan Gas and Power, you authorize Titan to disclose to your agent or broker information pertaining to your electric purchases.

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, you agree that Titan Gas and Power 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. Titan will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny Titan or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

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. TITAN GAS AND POWER 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.

WARRANTIES: TITAN GAS AND POWER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC AND/OR NATURAL GAS GENERATION 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.

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 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 you are 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.

FORCE MAJEURE: If either Party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after the event, then during the period of such Force Majeure, but no longer period, the obligations of the Party affected by the event (other than the obligation to make payments, then due or becoming due with respect to performance prior to the event) shall be excused to the extent required. The Party affected by the Force Majeure shall take all reasonable steps to remedy the effect of the Force Majeure event. Force Majeure shall mean any act or event that is beyond the reasonable control, and without the fault or negligence of, the Party whose performance under the Agreement is adversely affected, interrupted, or precluded by the event, including, without limitation, acts of God, strikes, lockouts or other industrial disputes or disturbances, acts of the public enemy, wars, terrorist acts, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, storms, and warnings for any of the foregoing which may necessitate the precautionary shut-down of distribution systems, natural gas facilities or other related facilities, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, sabotage, breakage or accidents to equipment, plants, facilities or transmission pipelines, the making of repairs or alterations to pipelines, plants, or equipment, inability to secure labor or materials, natural gas shortages, necessity for compliance with any court order, or any law, statute, ordinance, regulation or order promulgated by a governmental authority having or asserting jurisdiction, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations and any other causes, whether of the kind enumerated herein or otherwise, not reasonably within the control of the Party claiming suspension. The term "Force Majeure" shall also include any event of Force Majeure occurring with respect to the facilities or services of Company's service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations, and shall also include curtailment or interruption of deliveries or services by such third parties as a result of an event of Force Majeure hereunder.

CONTACT INFORMATION: For questions concerning your rate, service initiation, or service cancellation, please contact Titan Gas and Power using the contact information below:

TITAN GAS AND POWER
3355 W. Alabama, Suite 500, Houston, TX 77098
Toll Free: 1-888-355-6205 | CustomerConcerns@titangasandpower.com
Hours of Operation: M-F, 8:00 a.m. to 7:00 p.m. Eastern Standard Time

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your Utility, available using the contact information below:

ELECTRIC COMPANIES

National Grid (Massachusetts Electric)	(800) 322-3223
Eversource (NStar)	(800) 592-2000
<i>Text "OUT" to 23129 to report an outage.</i>	
<i>Text "STAT" to 23129 to receive a status update.</i>	
Eversource (Western Massachusetts Electric)	(800) 286-2000
Unitil (Fitchburg)	(888) 301-7700

Massachusetts Department of Public Utilities:
One South Station, 5th floor,
Boston, MA 02110
617-305-3500

DEFINITIONS AND TERMS IN THIS AGREEMENT

- In addition to residential customers, this agreement also pertains to Small and Medium C&I customers in the Commonwealth — C&I customers refers to commercial and industrial customers. Specifically, the following small C&I service classes are included in the Agreement:
 - o Eversource (Formerly NSTAR): Boston Edison: G-1, G-2, T-1, Street Lighting
 - o Eversource (Formerly NSTAR): Cambridge Electric: G-0, G-1, G-4, G-5, G-6, T-1, Street Lighting
 - o Eversource (Formerly NSTAR): Commonwealth Electric: G-1, G-4, G-5, G-6, G-7, Street Lighting
 - o Eversource (Formerly WMECo): G-0, T-0, 23, 24
 - o Unitil (Formerly Fitchburg): GD-1, GD-6, GD-2, GD-4, GD-5, Outdoor Lighting
 - o National Grid: G-1, Street Lighting