**CLEANSKY ENERGY**
**PUCT CERTIFICATE #10268**
**RESIDENTIAL AND SMALL COMMERCIAL < 50 kW**
**TERMS OF SERVICE - FIXED AND VARIABLE PRODUCTS**

The following Terms of Service will apply to all residential and small commercial customers ("Customers") who choose Titan Gas, LLC dba CleanSky Energy ("CleanSky") as their Retail Electricity Provider (REP) on or after the TOS issue date in the Electric Reliability Council of Texas (ERCOT) service territory. The contract governing your purchase of electricity is governed by the Public Utility Commission of Texas (PUCT) and consists of these Terms of Service (TOS), the Electricity Facts Label (EFL), the Your Rights as a Customer (YRAC) disclosure document, and your enrollment or renewal documentation or authorization, in the form of a Letter of Authorization ("LOA") or Energy Service Agreement ("ESA"), depending on the method of Customer's enrollment. By accepting electric service from CleanSky Energy, you (Customer) authorize CleanSky to act as your REP. As Customer's REP, CleanSky will arrange for the Transmission and Distribution Service Provider (TDSP) to deliver electric power to Customer's service address.

PUCT rules referenced in this Agreement: http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx

**Contact Information**

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| CleanSky Energy<br>3355 W. Alabama, Suite 500<br>Houston, TX 77098 | PUCT Certificate # 10268<br>Toll Free: 888-733-5557<br>CleanSkyEnergy.com | Hours of Operation: M-F, 8 a.m.– 6 p.m., CST<br>Saturday: 9 a.m. - 1 p.m. CST<br>CustomerCare@CleanSkyEnergy.com |

**24-Hour Outage Report Numbers**

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| CenterPoint Energy (Houston area) | 713-207-2222 or 800-332-7143 |
| Oncor Electricity Delivery (Dallas area) | 888-313-4747 |
| AEP Texas North | 866-223-8508 |
| AEP Texas Central Nueces Electric Cooperative (NEC) | 800-632-9288 |
| Texas New Mexico Power Company | 888-866-7456 |

**Rescission:** Residential Customers switching to CleanSky may rescind this Agreement without fees or penalties any time before midnight of the third federal business day following the receipt of this TOS document. Customer may rescind orally by calling toll-free at 888-733-5557, or electronically via email at CustomerCare@CleanSkyEnergy.com.> Please provide Customer name, address, phone number, account number, and a statement that Customer is rescinding under the three (3) federal business day Right of Rescission. Customers with move-in requests at the time of enrollment waive the right to rescind this Agreement.

**Length of Agreement (Term):<** > This Agreement shall be 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 term specified in the EFL, or a minimum of one month for variable price plans, 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.

**Contract Expiration Notice:** CleanSky will send Residential Customers a notice of expiration at least 30 days prior to the date of contract expiration but no more than 60 days in advance of the expiration. The expiration notice will be sent to Commercial Customers at least 14 days but not more than 45 days in advance of contract expiration. The expiration notice will include a Terms of Service, EFL, and YRAC and the amount of any charges for service provided. If Customer does not renew the Agreement before the expiration date, electric service with CleanSky Energy will continue automatically on a month-to-month basis at CleanSky's variable rate, which is a monthly rate, and may include a monthly service fee, all of which will be set forth in the Terms of Service, EFL, and YRAC provided to Customer in the expiration notice. If Customer selects a new Price Plan prior to the expiration of the Agreement, the Price Plan will begin the day after the expiration of your Agreement.

**Pricing.** Customer's specific rate and price plan are disclosed at the time of enrollment or renewal and confirmed in the Electricity Facts Label (EFL). CleanSky Energy's Price Plans are described below for residential and small commercial customers.

**Fixed Rate Price Plans for Residential Customers:** CleanSky's fixed rate price plans have a term of three (3) or more months. Customer will be billed at the fixed rate for the number for billing cycles as specified by the term of Customer's Agreement. The billed energy rate includes the price of energy supply based on service area, contract term and contract price, and CleanSky Energy's estimated charges for arranging transmission and distribution services. The TDSP charges will be passed through to Customer without additional markup and are subject to change per the discretion of the TDSP. During the contract term, Customer's price can only change to reflect changes to TDSP charges, ERCOT administrative fees, or changes resulting from federal, state, or local laws or regulatory actions that impose new or modified fees or costs on CleanSky Energy that are beyond the control of CleanSky Energy. The price cannot change if CleanSky Energy incurs intrazonal congestion and other charges associated with the ERCOT nodal market. CleanSky may not use a credit score, a credit history, or utility payment data as the basis for determining the price of electric service for a product with a term less than or equal to twelve (12) months. CleanSky may adjust Customer's fixed price if Customer's meter was not designated as residential upon enrollment, or, if during the term, Customer's meter designation is changed to non-residential.

**Fixed Rate Price Plans for Small Commercial Customers:** A small commercial customer is a non-residential customer that has a peak demand of less than 50 kilowatts (50 kW) during any 12-month period, unless the customer's load is part of an aggregation program whose peak demand is in excess of 50 kilowatts (kW) during the same 12-month period. The price for energy for all small commercial customers under this Agreement is shown on Customer's EFL or LOA (Letter of Authorization). The price includes the price of energy supply based on service location and contract term, and if designated on the EFL or ESA, a monthly charge for each meter specified under this Agreement. The price also includes charges from the TDSP for transmission and distribution services, which will be passed through directly to Customer without markup. CleanSky will also pass-through without markup the Public Utility Commission of Texas (PUCT) assessment tax and any other charges imposed by ERCOT, the PUCT or other third parties for services or additional equipment on a non-recurring basis or as provided by applicable law, rule, or regulation. The price may vary from the amount shown on the EFL to reflect changes in the TDSP charges, changes to ERCOT fees charged to loads, or changes in federal, state or local laws that impose new or modified fees or costs to CleanSky Energy. CleanSky can adjust the fixed price if Customer's meter was not designated as small commercial upon enrollment or if the meter designation status changes from small commercial during the term of this Agreement. The price will not change if CleanSky incurs costs associated with intrazonal congestion and Reliability Unit Commitment charges associated with the ERCOT nodal market.

**Variable Rate Price Plans for Residential Customers:** The price for the first month of electric service under this Agreement is specified in the EFL provided either at the time of enrollment or included in the contract expiration notice provided towards the end of Customer's fixed Agreement. The price includes the price of energy supply based on service location and CleanSky's passed through transmission and distribution services. The price for the first month may vary from the amount shown on the EFL only for reasons described in the EFL. After the first month of service, the price is variable and will change at CleanSky's discretion based on market conditions, including but not limited to the cost of electricity obtained from all sources (including energy, capacity, settlement, and ancillaries), transmission and distribution charges, fluctuations in weather, fees, applicable taxes, charges or other assessments, renewable-energy compliance charges, and CleanSky's cost, expenses, competitive market pricing, and profit margin.

**Variable Rate Price Plans for Small Commercial Customers:** The price for the first month of electric service under this Agreement is specified in the EFL provided either at the time of enrollment or included in the contract expiration notice provided towards the end of Customer's fixed Agreement. The price includes the price of energy supply based on service location and CleanSky's passed through transmission and distribution services. The price for the first month may vary from the amount shown on the EFL only for reasons described in the EFL. After the first month of service, the price is variable and will change at CleanSky's discretion based on market conditions, including but not limited to the cost of electricity obtained from all sources (including energy, capacity, settlement, and ancillaries), passed through transmission and distribution charges, fluctuations in weather, fees, applicable taxes, charges or other assessments, renewable-energy compliance charges, and CleanSky's cost, expenses, competitive market pricing, and profit margin. CleanSky will also pass-through without markup the Public Utility Commission of Texas (PUCT) assessment tax and any other charges imposed by ERCOT, the PUCT or other third parties for services or additional equipment on a non-recurring basis or as provided by applicable law, rule, or regulation.

**Changes to Price and Term.** CleanSky Energy may only change or modify the price shown in the EFL to reflect changes in TDSP charges, changes to ERCOT or the Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP that are beyond the REP's control. Changes in Term (length) of this Agreement require Customer to enter into a new agreement.

**Early Termination Fees:** Customer may terminate this Agreement without being assessed an early termination penalty or cancellation fee if Customer moves to another location and provides a forwarding address and, if required, reasonable evidence that Customer no longer occupies the service address. Unless Customer moves to another location as described in this section, Customer will pay the early termination fee as follows: Residential Customers will pay ETF (if shown) on the EFL or LOA, depending on the method of Customer's enrollment; Non-residential customers will pay an ETF as specified in the ESA, and will most likely be a fixed fee per month still remaining on contract as of the termination date. The ETF will be due to CleanSky Energy if Customer cancels or terminates this Agreement prior to the end of the specified term unless such fee is waived or otherwise modified in writing by CleanSky. Customer will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to Customer's cancellation. Any early termination fee may automatically be applied to Customer's credit card or bank account, depending on the automatic payment arrangements made during or after enrollment.

**Renewable Energy Price Plans:** CleanSky Energy purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of Customer's electricity usage. CleanSky's Renewable Price Plan rates include a charge for the purchasing of Renewable Energy Certificates. CleanSky will (directly or indirectly) retire, on Customer's behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, ow low-impact hydro. CleanSky guarantees our Customer's electricity usage is offset with a direct investment in 100% renewable energy from clean energy sources for all usage over the contracted term. Applicable energy sources will be sourced from or connected to the ERCOT region. Each REC represents 1,000 kilowatt hours. Customer will not have electricity from a specific generation facility or renewable energy source delivered directly to Customer's meter. CleanSky 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. CleanSky will not be liable to Customer or other parties for advertising assertions associated with CleanSky's renewable offers. CleanSky Energy does not own any coal, oil, gas, or nuclear generation facilities. CleanSky is not the subsidiary of any company that owns coal, oil, gas or nuclear generation facilities.

**Taxes:** Customer is liable for and will pay all taxes applicable to the electric service provided to the meters on Customer's account. If Customer is a tax-exempt entity, Customer must provide CleanSky Energy with the necessary certificates and other documentation as applicable to qualify for such status. Customer will also be liable for all gross receipts taxes on the electric service provided to Customer by CleanSky as well as all other assessments and other charges imposed by any governmental authority, including but not limited to, the PUCT.

**Other Charges and Fees:** All applicable taxes and non-recurring fees will be reflected separately as itemized charges on Customer's invoice. Non-recurring charges billed by the TDSP for establishing, switching, disconnecting, reconnecting, or maintaining service will be passed through to Customer. Non-recurring charges billed by the TDSP include service connection fees, out-of-cycle meter readings, meter test fees, and disconnection and reconnection fees. Customer will pay the following additional fees and charges, if applicable: $30 NSF Fee for payments returned for insufficient funds, inaccurate information provided, or any other reason, and by any method of payment including, but not limited to, bank or personal check, automatic payment plan deduction or credit/debit card, $5.00 Autopay Failure Fee to be charged every billing period in which an automatic payment fails. In the event Customer's automatic payment fails in two consecutive billing cycles, their automatic payment method will be removed and Customer will need to make a manual payment or set up autopay with a new method of payment. A $30.00 DNP Notice Fee for issuance of an electric service disconnection notice (this fee will be assessed regardless of whether your electric service is actually disconnected), a $30 Disconnect Fee for each disconnection request sent by CleanSky to the TDSP for Customer's account, regardless of whether Customer's service was actually disconnected, a late payment penalty of 5% of last billing period's delinquent balance, and up to a $3.95 Processing Fee for any one-time payment. (Payments received via regular mail and payments processed via auto draft will NOT be charged a payment processing fee).

**Collection and Attorney Fees:** If Customer defaults in the prompt payment of amounts due under this Agreement, Company may assess any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on Customer's account.

**Credit and Deposits.** If Customer is unable to demonstrate creditworthiness, Customer may be required to pay a deposit prior to receiving electric service with CleanSky Energy. Customer may also be required to post a deposit if Customer is late paying a bill more than once or have had electric service terminated in the last 12 months.

**Deposit Amount:** If a deposit is required, it may not exceed the greater of (i) the sum of the estimated billings for the next two months, or (ii) one-fifth of the estimated annual billing. Deposits will be held in separate accounts and will not be comingled with CleanSky Energy's funds;
**Disconnection for Failure to Pay Invoice:** CleanSky Energy may terminate or disconnect electric service if the additional deposit is not received within 10 days of the request, provided that a written disconnection notice has been issued to the Customer. A disconnection notice may be combined with or issued concurrently with the written request for the additional deposit;
**Deposit Interest:** CleanSky Energy will remit to Customer interest earned on Customer's deposit at the time the deposit is returned or credited to Customer's account or, if requested by Customer, annually. The rate of interest will be at least equal to that established by the Public Utility Commission of Texas each year. 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 the Customer's account;
**Return of Deposits:** Customer deposits held by CleanSky Energy will be returned to Customer as a credit to an invoice for electric service provided to Customer if no late payments have been applied to Customer's account after 12 consecutive months, for Residential Customers, and after 24 months, for Commercial Customers.
**Deposit Considerations:** CleanSky Energy may waive a deposit requirement if a Residential Customer is 65 years of age or older and is not delinquent in payment of any electric service account, or if the Customer has been determined to be a victim of family violence. Residential Customers who believe to qualify for a waiver of the deposit should contact CleanSky Energy. Residential customers who are eligible for low-income discount programs may pay deposits in excess of $50.00 in two equal installments. The first installment will be due no sooner than 10 days, and the second installment will be due no sooner than 30 days following a written notice issued by CleanSky Energy requesting a deposit.

**Invoices:** For residential customers, you have the right of choosing a billing option in the NEC area. You may elect to receive one bill for both CleanSky and the energy delivery services or you may choose to receive two bills. One from CleanSky for the supply portion we provide and one bill from NEC for the delivery services and BOTH BILLS MUST BE PAID. CleanSky will deliver Customer's invoices monthly via US mail at Customer's designated billing address, or if Customer enrolls in an electronic billing option, Customer's invoices shall be delivered in electronic format via email at the email address specified by the Customer at the time of enrollment, or at such other email address as directed by Customer in writing. For commercial customers, CleanSky will deliver Customer's invoices monthly via US Mail at Customer's designated billing address, unless otherwise specified at the time of enrollment. Customer will be charged based on actual usage if meter readings are available. CleanSky may prepare an invoice based on Customer's estimated usage in the absence of meter readings from the TDSP; however, once Customer's meter readings are received, adjustments will be made to the Customer's next invoice to reconcile the Customer's estimated and actual usage.

**Payments.** All invoices are due when rendered.

**Due Dates:** Payments are past due if not received by the close of business on the 16th day after the date of invoice or the postmark date on the envelope, whichever is later (Due Date). If the 16th day falls on a weekend or holiday, then the Due Date will be the next business day after the 16th day.
**Late Fees:** If Customer fails to pay the full amount of any invoice by its Due Date, a late payment penalty equal to 5% of the uncontested balance due will be charged to Customer. A late payment penalty will not be applied to any balance to which it has already been applied.
**Multiple Locations:** If Customer has multiple service locations, Customer is responsible for the terms and aggregate liability of all charges under such Customer contracts.
**Third-party Payments:** Payments made through third party payment providers may be subject to a fee assessed by those providers, as provided and noticed by such provider at the time of such payment.
**Automatic Payments:** Customer may enroll in an electronic payment option whereby CleanSky will arrange automatic payment from the Customer's designated financial services account. Payment will automatically be deducted from Customer's account on or after the date of the invoice.

**Billing Disputes:** If Customer, in good faith, disputes any charges, Customer must pay undisputed amounts and provide a written description of the dispute, together with supporting documentation supporting the claim, to CleanSky before the Due Date. If such amounts are ultimately found to be payable, Customer will be charged a late payment penalty equal to 5% of such amount.

**Payment Assistance and Alternative Payment Programs.** Customer should contact CleanSky Energy immediately if he or she is unable to pay the CleanSky bill on time. The payment options listed below may be available to Customer if the balance cannot be paid in full by the due date. Customer may qualify for payment assistance. For more information from the PUCT: http://puc.texas.gov/consumer/lowincome/Assistance.aspx

**Alternative Payment Arrangements:** If a Customer's bill comes due during an extreme weather emergency, or if Customer has been underbilled by $50 or more, CleanSky Energy may offer a payment plan or alternative payment arrangement. A disconnection order will be suspended as agreed in a payment plan if CleanSky had issued a disconnection notice before a payment arrangement is made with Customer. If payment is not received by the due date of the payment arrangement, Customer's electric service will be disconnected without further notice.

**Deferred Payment Plans:** Customers having trouble paying by the due date may be eligible for a deferred payment plan. Customer will be ineligible for a deferred payment plan if: (i) Customer has been disconnected during the preceding 12 months, (ii) Customer has submitted more than two payments during the preceding 12 months that were found to have insufficient funds available, or (iii) Customer has received electric service from CleanSky Energy for less than three months, and Customer lacks sufficient credit or payment history from a previous REP or utility. A 5% penalty for late payment will apply if payments are not received by the due date stated in the plan. Customer's electric service may still be terminated and disconnected if Customer does not meet the requirements of the deferred payment plan. If Customer has received a disconnection notice, the delinquent amounts paid under a deferred payment plan will include an initial payment of 50% of the outstanding balance, and the remaining balance to be paid in equal installments over at least the next five billing cycles.

**Budget Billing:** CleanSky's Budget billing allows Customer to pay approximately the same monthly amount for electric service, subject to a semiannual adjustment based on actual consumption. Budget billing is 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.

**Termination of Service:** CleanSky may terminate this Agreement without penalty if Customer fails to pay on a timely basis (relating to electric service or a deposit for electric service) or otherwise defaults in the obligations under this Agreement. Customer will receive a written notice stating that Customer's service will be terminated for failure to pay and that Customer's service will be terminated. Customer should contact CleanSky immediately if Customer is unable to pay his or her bill by the due date.

**Disconnection of Service:** CleanSky may request disconnection of Customer's service if payment for electric service has not been received by the final due date. CleanSky may authorize the disconnection of Customer's electric service after proper notice for any of the following reasons: (i) Customer fails to pay or to make deferred payment arrangements by the date of disconnection stated on the disconnection notice; (ii) Customer uses service in a manner that interferes with the service of others or the operation of nonstandard equipment; (iii) Customer fails to pay a deposit as required per these Terms of Service.

**Notice of Disconnection:** Customer will be provided with a minimum of 10 days prior written notice of CleanSky's intent to disconnect service. In a separate mailing to Customer with the words "disconnect notice" displayed, the due date in this notice will not be a holiday, weekend day, or any other day that CleanSky Energy will not available to take payments. Electric service may be disconnected without notice if a known dangerous condition exists or if it is determined that Customer did not have authority to receive electric service at the service address or if there has been tampering with the equipment of the TDSP or evidence of theft of service. Customer's enrollment with another REP upon disconnection will not relieve Customer of his or her obligation to pay CleanSky all amounts due for electric service provided to Customer by CleanSky. If Customer's service is disconnected, Customer's final bill will be reconciled.

**Critical Care – Chronic Conditions:** If interruption or suspension of Customer's electric service will create a serious or life-threatening condition, Customer may qualify for designation as a Chronic Condition or Critical Care customer. The TDSP determines Customer's qualification. To request this designation, Customer must complete and submit the PUCT's standard application and submit and return to Customer's TDSP. Designation as a Chronic Condition or Critical Care customer does not relieve Customer of his or her obligation to pay for the electric service received.

**Complaints:** Customers may submit a complaint via email to CustomerConcerns@CleanSkyEnergy.com, or verbally by calling 1- 888-733-5557 Monday-Friday, 7 a.m. to 6 p.m. central standard time. Customers with questions or disputes with their bill should contact CleanSky's customer service to assist. Customers who are unable to resolve billing or other disputes directly with CleanSky can contact the Public Utilities Commission of Texas (PUCT) Consumer Protection Division at PO Box 13326, Austin, TX 78711-3326 or by calling 512-936-7120 or toll-free 888-782-8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the PUCT by calling 512-936-7136. For consumers in the Nueces Electric Cooperative (NEC) delivery area, you may file a complaint with NEC, online at https://www.nueceselectric.org/contact-us; or by mail to Nueces Electric Cooperative, Inc., Attn: Chief Compliance Officer, 14353 Cooperative Ave., Robstown, Texas 78380.

**Customer Protections:** Residential and Small Commercial Customers (non-residential customers with a peak demand of less than 50 kW in the last 12 months) are afforded certain protection as defined in the PUCT Substantive Rules Section 25.471. The complete set of the PUCT Customer Protection Rules Subchapter R can be found on the PUCT's site - https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/.

**Customer Information and Authorization:** Customer authorizes CleanSky Energy to obtain information from the TDSP, 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 Energy Facts Label, Terms of Service, and Your Rights as a Customer. 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.

**Statement of Non-Discrimination:** CleanSky will not deny service, require a prepayment or deposit for service, or determine Customer's price based on Customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**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 14 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 14 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 1-888-733-5557. CleanSky reserves the right to disqualify any account holder from participation in rewards and/or incentives programs.

**Metering and Service Connection:** Service will be provided in accordance with Customer's existing connection requirements unless Customer requests a change by the TDSP and pays for the cost of that change. The supply of electric power under this Agreement will be measured at the delivery point by the TDSP providing the delivery service in accordance with the terms of the applicable tariff for retail delivery service. CleanSky and Customer will be bound by the measurement from the meters owned, installed, maintained and read by the TDSP. Customer may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power.

**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 ERCOT, aggregators, other REPs, qualified scheduling entities, TDSPs, 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.

**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.

**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.

**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.