CLEANSKY ENERGY
ELECTRIC LICENSE: 2023-00232
RESIDENTIAL AND SMALL COMMERCIAL
TERMS OF SERVICE - FIXED PRODUCTSL
MAINE MARKETS

This is an agreement for electric supply service between Titan Gas, LLC d/b/a CleanSky Energy ("CleanSky") and Customer ("you" or "Customer"), for the service address(es) set forth in Customer's Information Disclosure Label ("Disclosure Label"). Together, this disclosure—including the terms of service ("Terms of Service") set forth herein—collectively describe Customer's agreement to purchase electric supply service from CleanSky ("Agreement").

CleanSky is a licensed Competitive Supplier by the Maine Public Utility Commission ("MPUC") in State of Maine. Our MPUC electric license number is 2023-00232.

Contact Information

For questions concerning Customer's rate, service initiation, or service cancellation, please contact CleanSky using the contact information below:

CleanSky Energy 3355 W. Alabama, Suite 500 Houston, TX 77098	Toll Free: 888-355-6205 CleanSkyEnergy.com	Hours of Operation: M-F, 9 a.m.– 7 p.m., EST Saturday 10 a.m.– 2 p.m., EST CustomerCare@CleanSkyEnergy.com

24-Hour Outage Report Numbers

In the event of a power outage, please contact the appropriate utility company ("Utility") using the contact information below:

Central Maine Power	(800) 696-1000
Versant	(800) 592-2000

Rescission: Residential customers may rescind this Agreement without fees or penalties any time before midnight of the fifth business day of receiving your first bill with CleanSky supply charges. Customer may rescind in writing, orally, or electronically via email at the contact information listed above. Please provide your name, address, phone number, and account number and a statement that Customer is rescinding under the five (5) day right of rescission.

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(es) 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 CleanSky and Customer in writing. The minimum Term of this Agreement will be 30 days, unless otherwise provided for under this Agreement.

Contract Expiration Notices and Renewals: If Customer has a fixed term contract approaching the expiration date, Customer will receive two separate written notifications between thirty (30) and sixty (60) days prior to the contract's expiration date. This notification will explain Customer's options going forward. If Customer selects a new Price Plan after receiving the renewal notice and prior to the expiration of Customer's Agreement, Customer's Price Plan will begin the day after the Agreement's expiration.

Following the Term of Customer's Agreement, service will automatically renew for a term not to exceed the length of the original contract or 12 months, whichever is shorter. The new price will be disclosed in the renewal notices.

Pricing. Customer's specific rate and price plan are disclosed at the time of enrollment or renewal and confirmed in the Disclosure Label. CleanSky'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. Residential customers will pay the fixed rate per kilowatt-hour as specified at the time of enrollment and confirmed in the Disclosure Label or Agreement. Customer will be billed at the fixed rate for the number for billing cycles as specified by the Term of in his or her Agreement. Customer may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed at the time of enrollment in the Disclosure Label or Agreement. 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 electricity demand as specified in the Utility's tariffs. Customer will be billed at the fixed rate for the number for billing cycles as specified by the Term of Customer's Agreement. Small commercial customers will pay the fixed rate per kilowatt-hour as specified at the time of enrollment and confirmed in the Disclosure Label or Agreement. Customer will be billed at the fixed rate for the number for billing cycles as specified in the Disclosure Label or Agreement. Customer may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed at the time of enrollment in the Disclosure Label or Agreement. CleanSky may adjust Customer's fixed price if Customer's meter was not designated as small commercial upon enrollment, or, if during the Term, Customer's meter designation is changed from small-commercial.

Please note that these prices apply only to the price of electricity supply only, not to the other charges associated with the transmission and distribution of electricity. Customer's price does not include applicable Maine sales tax or any local tax. Non-recurring fees as charged by the Utility include, but are not limited to, out-of-cycle meter readings, meter test fees, disconnect and reconnection fees, etc. Customer is responsible to the Utility for these other charges relating to the delivery of electricity to Customer's residence or small commercial premises.

Cancellation and Early Termination Fees: There is no early termination fee for residential or small commercial customers.

Customer may cancel this Agreement without penalty any time before midnight of the fifth business day of receiving your first bill with CleanSky Energy supply charges After such rescission period, Customer may cancel this Agreement at any time by calling CleanSky at 1-888-355-6205, or by sending an email to CleanSky at CustomerCare@CleanSkyEnergy.com. However, Customer may be required to pay the early termination fee as specified above. Customer may also cancel this Agreement without penalty if he or she or the small business moves to another location and provides a forwarding address and, if required, reasonable evidence that Customer no longer occupies the service address. If Customer requests to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date CleanSky notifies Customer's Utility. Customer will be responsible for all payments due hereunder until the cancellation of electric supply service is completed.

If for any reason CleanSky is no longer able to economically continue this Agreement, CleanSky may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of CleanSky if Customer fails to meet any of the terms and conditions of this Agreement or if any of the information Customer has provided to CleanSky is or becomes untrue. CleanSky will provide you a thirty (30) day notice of termination. If this Agreement is canceled, expires, or otherwise terminated, Customer will receive uninterrupted service from the Utility until another provider of electric supply service is designated or service is shut off by the Utility. Only the Utility may shut off Customer's electric power.

Renewable Energy Price Plans Electricity: CleanSky 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 RECs. CleanSky will (directly or indirectly) retire, on Customer's behalf, non-certified RECs resulting from electricity generated from renewable energy sources, which may include solar, wind, hydro, or any other zero-emission source. CleanSky guarantees Customer's electricity usage will be offset with a direct investment in 100% RECs in an amount sufficient to match Customer's annual consumption from the Transmission and Distribution Utility ("TDU"). Each REC represents proof that 1 megawatt hour (MWh) of electricity was generated from an eligible renewable energy resource to the grid. 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 does not own, and we are neither a subsidiary nor affiliate to, any coal, oil, gas, or nuclear generation facility.

Billing and Payment: Customer will receive one bill ("Utility Consolidated Billing") from the applicable TDU which includes CleanSky's generation supply charges as well as the TDU's delivery charges. Depending on the selected Price Plan, Customer may receive two (2) separate bills ("Supplier Billing" or "Dual Billing")—one bill from CleanSky for Customer's supply charges, and one bill from the Utility for the delivery charges. Payment will be due 15 days after the bill is issued and a 5% late payment fee be assessed to any bills not paid on time.

In both cases, CleanSky's fees will be reflected separately as itemized charges on Customer's invoice. Customer's bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Customer's payment will be due to the TDU 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 (14) 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 the 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 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 Agreement, or to such other email address as you direct in writing. Upon written request, Customer may receive an invoice in paper format via U.S. Mail at Customer's designated billing address.

Complaints and Dispute Resolution: Customers may submit a complaint via email to CustomerConcerns@CleanSkyEnergy.com, or verbally by calling (888) 355-6205 Monday through Friday, 9 a.m. to 7 p.m. EST and Saturday 10 a.m. to 2 p.m. EST. Customers with questions or disputes regarding their bill should contact CleanSky's customer service department to assist. If Customer cannot resolve the problem with CleanSky, Customer can file a complaint with the MPUC at the address below:

Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333
(800) 452-4699

Customers may contact the MPUC at this same address to obtain information on consumer protection rights.

Energy Assistance Programs: For more information, Customer should call the state hotline for social service programs by dialing (800) 422-6003 or visit the MPUC's Low-Income Home Energy Assistance Program (LIHEAP) website at https://www.maine.gov/mpuc/consumer-assistance/programs.

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 proposed enrollment. CleanSky may charge or credit any cumulative balance, as appropriate, at least once every twelve (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 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 a form and amount acceptable to CleanSky. Consistent with applicable law, CleanSky uses uniform income, deposit, and credit requirements in determining whether to offer service to its customers. CleanSky will not require a deposit that exceeds the greater of: (i) the sum of the estimated billings for the next three (3) 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 thirty (30) days of the date of deposit, no interest payment will be paid. If CleanSky keeps the deposit for more than thirty (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 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.

Standard Offer Generation Service: Standard offer service means electric generation service provided to any electricity consumer who does not obtain electric generation service from a competitive electricity provider or who has terminated service from a competitive electricity provider. Standard offer service is not available to an electricity consumer in amounts less than the consumer's total retail electricity purchases, except that, if a consumer has multiple service accounts with a transmission and distribution utility, standard offer service is available for amounts corresponding to one or more specified accounts. You may obtain information about standard offer service by visiting the PUC's standard offer rates website page: https://www.maine.gov/mpuc/regulated-utilities/electricity/standard-offer-rates.

Customer Information and Authorization: Customer authorizes CleanSky 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 telephone 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, 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 a 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, Agreement, and Terms of Service, and monthly billed invoices as applicable. Customer must have a valid email address and is obligated to keep CleanSky 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. CleanSky will provide written notice to Customer between thirty (30) and sixty (60) days in advance of the date that the change to this Agreement will be applied to the Customer's bill or take effect. Upon receipt of written notice of a material change, Customer may: (1) affirmatively consent to continued service under the modified Terms of Service; or (2) terminate this Agreement without being assessed an early termination or cancellation fee within thirty (30) calendar days after the date of the notice.

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; (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 (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 Maine, 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, inure to the benefit of, and may be performed by, the successors and permitted assigns of CleanSky or Customer—except that no assignment, pledge, or other transfer of this Agreement by CleanSky or Customer 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 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 CleanSky'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 (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 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 the 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"). Customer 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. CUSTOMER UNDERSTANDS 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 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 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.