RESIDENTIAL AND SMALL COMMERCIAL
TERMS OF SERVICE - FIXED AND VARIABLE PRODUCTS
NEW HAMPSHIRE MARKETS

This is an agreement for electric supply service between Titan Gas, LLC dba CleanSky Energy ("CleanSky Energy" or "CSE") and Customer ("you" or "Customer"), for the service address(es) set forth in Customer's contract summary ("Contract Summary") or Energy Service Agreement ("ESA"). Together, the Contract Summary or ESA, including the terms of service set forth herein, collectively describe Customer's agreement to purchase electric generation service from CleanSky Energy ("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 Contract Summary and/or ESA provides such product offer details and required contract disclosures.

CleanSky Energy is registered with by New Hampshire Department of Energy ("NHDE") as a competitive electric power supplier ("electric supplier") in the state of New Hampshire.

Contact Information

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

Eversource	1-800-662-7764

Rescission: Residential customers may rescind this Agreement without fees or penalties any time before midnight of the eleventh (11th) business day of receiving this Agreement. Customer may rescind in writing, orally, or electronically via email. Please provide name, address, phone number, and account number and a statement that Customer is rescinding under the eleven (11) days Right of Rescission. Any cancellation after the eleventh (11) day period may be subject to the assessment of early termination fees as described below in this Agreement and specified in Customer's ESA or Contract Summary. If Customer is enrolled online or electronically via one of CleanSky Energy's sales partners, Customer has consented to be enrolled within 24 hours of his or her original authorization.

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.

Contract Expiration and Renewal Notices: If Customer has a fixed term contract approaching the expiration date, or whenever we propose to change the Terms of Service for any type of contract, Customer will receive a separate written notification approximately forty-five (45) days before the expiration of your initial term. 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 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 Customer is currently a CleanSky Energy customer on a month-to-month variable plan and has selected a new Price Plan, the new plan will become effective within 24 hours of Customer's renewed service request. If this new Price Plan becomes effective during the middle of Customer's billing cycle, the next bill may be prorated.

Pricing: Customer's specific rate and price plan are disclosed at the time of enrollment or renewal and confirmed in the Contract Summary or Energy Service Agreement. CleanSky Energy's Price Plans are described below for residential and small commercial customers.

Fixed Rate Price Plans for Residential Customers: CleanSky Energy'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 Contract Summary or ESA. 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 Contract Summary or ESA. CSE 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 Contract Summary or ESA. Customer will be billed at the fixed rate for the number for billing cycles as specified in the Contract Summary or ESA. 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 Contract Summary or ESA. CSE 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-residential.

Variable Rate Price Plans for Residential and Small Commercial Customers: The price for the first month of electric supply service under this Agreement is specified in the Contract Summary or ESA provided either at the time of enrollment or included in the contract expiration notice provided towards the end of Customer's fixed Agreement. The variable, month-to-month, electricity supply price can increase or decrease each month and is set each month at CSE's discretion. There is no limit on how much the price may change from one billing cycle to the next. Contributing data points to the electric variable rate include: the cost of electricity acquired by CSE 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 CSE's costs, expenses, and profit margins. The underlying costs are a derivative of the PJM Energy Market, where no "price ceiling" exists. 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 CSE may cancel Variable Price Plan agreements any time without penalty or fee. To obtain CleanSky Energy's average billed pricing since inception, call toll-free at 1-888-355-6205 or go to CleanSkyEnergy.com/variable-rate-history. Historical pricing is not indicative of present or future pricing. A $5.95 monthly service fee will be applied to all variable rate plans.

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 the electricity. Customer's price does not include the system benefit charge, stranded cost recovery charge, applicable New Hampshire sales tax or any other applicable taxes. 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 premise.

Cancellation and Early Termination Fees: If this Agreement is terminated prior to the end of the Term, both residential and small commercial customers may pay an early termination fee. The cancellation fee, if applicable, will be specified in Customer's Contract Summary or Energy Service Agreement.

Customer may cancel this Agreement without penalty any time before midnight of the eleventh (11) business day after the date of enrollment. After such rescission period, Customer may cancel this Agreement at any time by calling CleanSky Energy at 1-888-355-6205, or by sending an email to CleanSky Energy 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 Energy notifies Customer's Utility. Customer will be responsible for all payments due hereunder until the cancellation of electric and generation service is completed.

If for any reason CleanSky Energy is no longer able to economically continue this Agreement, CleanSky Energy may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of CleanSky Energy 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 Energy is or becomes untrue. CleanSky Energy will provide you a 30 (thirty) 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 generation service is designated or service is shut off by the Utility. Only the Utility may shut off Customer's electric power.

Renewable Energy Plans: CleanSky Energy purchases and retires Renewable Energy Certificates("RECs") to offset 100% of Customer's electricity usage. CSE's renewable Price Plan rates include a charge for the purchasing of RECs. CSE 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. CSE guarantees our Customer's electricity usage is offset with a direct investment in 100% RECs in an amount sufficient to match Customer's annual consumption from the Electric Distribution Company ("EDC"). Applicable renewable energy sources will be from or connected to the New England Power Pool control area. 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. CSE 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. CSE will not be liable to Customer or other parties for advertising assertions associated with CSE's renewable offers. CleanSky Energy 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 EDC which includes CleanSky Energy's generation supply charges as well as the EDC'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 Energy for Customer's supply charges, and one bill from the Utility for the delivery charges. In both cases, CSE'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. CSE 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. CSE reserves the right to assume the billing function for its services. If Customer's Supply service with CSE 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.

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, 9 a.m. to 7 p.m. eastern standard time and Saturday 10 a.m. to 2 p.m. eastern standard time. Customers with questions or disputes with their bill should contact CleanSky Energy's customer service to assist. For unresolved issues, Customer must first contact CleanSky Energy to try to resolve the problem. If complaint is not resolved within forty-five (45) days after calling CleanSky Energy, a complaint may be filed with the Utility. For general utility information, residential and business customers may contact the NHDE in one of the following ways: (a) call 1-800-852-3793; Consumer Assistance: 1-800-852- 3793; TDD Access-Relay NH: 1-800-735-2964; (b) write: 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; or (c) Visit online at www.energy.nh.gov or (d) email: energy-info@energy.nh.gov within days of receiving the Company's final answer. If Customer has received a turn- off notice, Customer should call the NHDE at: 1-800-852-3793. The NHDE may require Customer to follow-up in writing.

New Hampshire Budget Billing: CSE's budget billing if applicable 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. CSE may charge or credit any cumulative balance, as appropriate, at least once every 12 months. CSE 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, CSE reserves the right to determine if Customer's credit standing is satisfactory for originating or continuing electricity service under this Agreement. If CSE determines, in its sole reasonable discretion, that Customer's creditworthiness has become unsatisfactory, CSE may require Customer to provide collateral in the form of cash or other security in form and amount acceptable to CSE. 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. CSE 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 CSE keeps the deposit for more than 30 days, payment of interest will be made retroactive to the date the deposit was received by CSE. 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: The services provided by CleanSky Energy are protected by the terms and conditions of this Agreement and the NHDE regulations. Retail suppliers also are subject to New Hampshire's general consumer protection laws, including the Consumer Protection Act, the Telephone Solicitation Act, and the Door-to-Door Solicitation Act. These laws prohibit deceptive and misleading actions by retail suppliers like CleanSky and impose certain requirements for solicitations by phone or at a customer's home. The NHDE enforces these laws.

New Hampshire Department of Energy
21 S. Fruit St., Suite 10
Concord, N.H 03301
1-800-852-3793
Tollfree 1-800-282-8574
https://www.energy.nh.gov/

Your Electric Distribution Company: You may contact Eversource Energy in one of the following ways:

(a) Call Customer Service 1-800-662-7764
(b) Online at https://www.eversource.com/content/nh
(c) P.O. Box 330
Manchester, NH 03105-0330

Customer Information and Authorization: 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 Energy, Customer expressly consents to being contacted at those numbers by CSE or a party calling on behalf of CSE 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 CSE 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 CSE obtaining a credit report and investigating Customer's (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. CSE is not obligated to accept, or continue performing, this Agreement if Customer does not meet CleanSky Energy's credit requirements. CleanSky Energy shall not release confidential customer information, except as otherwise permitted under the law, without written authorization from the customer and a description of confidential customer information and any other information considered confidential. See our privacy policy at https://cleanskyenergy.com/terms-of-use/.

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 Contract Summary, 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 Energy at any time, except that CSE may only change the price and Term as specified previously herein. CSE 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. CSE 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 CSE 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 CSE's website(s). More information on the terms and conditions of any reward and/or incentive programs is available by calling 1-888-355-6205. CleanSky Energy reserves the right to disqualify any account holder from participation in rewards and/or incentives programs.

Force Majeure: If CSE 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. CSE 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 Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including the utilities in New Hampshire, ISO-NE, 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 Delaware without regards to its conflict of law principles. 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 CSE's electricity supplier, or such supplier's designee. CleanSky Energy will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny CSE 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 Energy 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 conducted in New Hampshire pursuant to New Hampshire law and applicable federal law. 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 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 INDIVDUALLY 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.