

# SUMMER ENERGY NORTHEAST, LLC

## ELECTRIC SUPPLY CONTRACT SUMMARY

You have purchased an electric supply product from Summer Energy Northeast LLC (“Summer Energy”). Your electric utility will continue to deliver the electricity you use to your home.

|                                 |   |
|---------------------------------|---|
| <b>Price</b>                    | The price for the first <b>twelve 12</b> billing cycles will be <b>\$0.XXXX</b> per kWh. The price for upcoming months, once determined, will be available on our website at <a href="http://www.summernortheast.com">www.summernortheast.com</a> . Summer Energy’s price does not include the price that your electric utility will charge you for the delivery component of your electric service.  |
| <b>Term</b>                     | The above price will remain constant for <b>12</b> months.  |
| <b>Early Cancellation Fee</b>   | For Residential Customers: If you cancel your contract prior to the end of its term, you will be charged a fee of <b>[\$xx]</b> .<br>For Commercial Customers: Liquidated Damages in an amount equal to (i) Customer’s average monthly consumption for each account served under this Agreement based on historical usage, multiplied by the positive difference between the Fixed Price under this Agreement and the forward market price of electricity, multiplied by the number of months remaining in the Initial Term or Renewal Term, plus (ii) an amount equal to \$.035 times the average monthly consumption for each account served under this Agreement, multiplied by the number of months remaining in the contract term. |
| <b>End of Contract Term</b>     | Your contract will automatically renew to a new price at the end of the contract term unless you inform Summer Energy otherwise. The new price may be higher or lower than the existing price. Summer Energy will contact you no later than 30 days before each automatic renewal to notify you of your supply options  |
| <b>Renewable Energy Content</b> | The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 69.1% renewable energy resources. This product meets the minimum requirement.   |
| <b>Incentives</b>               | None  |

|   |  |
|---|--|
| <b>Rescission Period</b>  | You have 3 days to cancel this contract free of charge from the time you receive your contract and terms and conditions.   |
| <b>Competitive Supplier Information</b>   | Summer Energy Northeast, LLC DPU license number: CS-175. Telephone number: 833-207-3523. Website: <a href="http://www.summernortheast.com">www.summernortheast.com</a> . Summer Energy is only responsible for the electric generation portion of your bill.   |
| <b>Electric Utility Information</b>   | Your utility, Eversource or National Grid, will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact your utility at:<br>National Grid: 800-322-3223 (phone) <a href="http://www.nationalgridus.com">www.nationalgridus.com</a> (web)<br>Eversource: Residential: 800-592-2000 (phone) <a href="http://www.eversource.com">www.eversource.com</a> (web)<br>Commercial: 800-340-9822 (phone) <a href="http://www.eversource.com">www.eversource.com</a> (web) |
| The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at <a href="http://energyswitchma.gov">http://energyswitchma.gov</a> . |  |

# MASSCHUSETTS

## Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between Summer Energy Northeast LLC (“Summer” or “Seller”). Summer is licensed by the Massachusetts Department of Public Utilities (“DPU”) to offer and supply electric generation services in Massachusetts, License No. CS-175. This contract sets forth the terms and conditions between Summer and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply service and begin enrollment with Summer (the “Contract” and/or “Agreement”), which includes the Contract Summary and these Terms and Conditions. You agree to purchase electric service from Summer for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Contract Summary and these Terms and Conditions of this Agreement, Summer agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by Summer, necessary to meet Customer’s requirements based upon consumption data obtained by Summer or the delivery schedule of the Electric Distribution Company (the “EDC” or “Utility”). The amount of electricity delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Summer or the EDC’s delivery schedule. The EDC will continue to deliver the electricity supplied by Summer. You will receive a single bill from your local utility that will contain your electric distribution charges and Summer’s charges.

**2. BILLING:** Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer’s service may be cancelled in accordance with the Utility’s tariffs and the Customer’s Agreement with Summer.

**3. Price – Fixed Rate.** During the Initial Term, the price you will pay will be \$[0. ] per kWh. Your Summer Energy price includes generation services only and does not include any applicable taxes. If you have been a customer of the EDC’s basic service generation, you may compare your price to the EDC’s basic service price by referring to the supplier services portion of your most recent electric bill or the EDC’s website. In addition, you are responsible for paying your EDC’s distribution and transmission charges as well as any other applicable charges, such as the system benefits charge, stranded cost recovery charge and taxes. Please note that variable prices can increase without notice and may exceed your EDC’s basic service generation price. Historical pricing is not indicative of present or future pricing.

**Total price at different hypothetical usage levels. Actual charges will be based on customer’s actual monthly usage as measured by the customer’s EDC meter.**

| Monthly Usage level (for illustrative purposes) | 1000kWh         | 1500 kWh        | 2000 kWh        |
|---|-----------------|-----------------|-----------------|
| Monthly Supply charge                           | \$(1000 x rate) | \$(1500 x rate) | \$(2000 x rate) |

Environmental Characteristics & Renewable Energy Information. If you select an electric renewable energy plan, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable..

**4. TERM** This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the “Initial Term”). See also Section 7 below.

**5. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Summer incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by written notice discussed in Section 7 below.

**6. RIGHT OF RESCISSION:** Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of these terms of service. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired at midnight of the third business day after receiving the terms of service. Customer may contact Summer writing or by phone by contacting us. See contact information below.

**7. CHANGE IN TERMS:** If we propose to change the terms of service, you will receive advance written notice from Summer.

**8. CANCELLATION BY SUMMER:** During the Initial Term, Summer may cancel this Agreement at the end of any time for any reason upon thirty (30) days written notice to Customer at the Service Address you provided.

**9. EFFECT OF CANCELLATION:** If Summer cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

**10. CANCELLATION:** Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all Summer Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. Some common reasons for cancellation include: **Non-Payment** – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. **Company-Initiated Cancellation** – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. **Customer-Initiated Cancellation** – If you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation. **Customer Move** – If the customer moves from the address listed above, this Agreement is cancelled.

**11. PENALTIES, FEES AND EXCEPTIONS:** If you cancel this Agreement, a final bill will be rendered within 45 days after the final scheduled meter reading by the EDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. **For Residential Customers: If you cancel the Agreement prior to the end of its term, you will be charged an early cancellation fee of \$[xx]. For Commercial Customers, if you cancel the Agreement prior to the end of its term or default as described in this Agreement, then, unless otherwise provided herein, Liquidated Damages shall be immediately due and payable by Customer to Summer. The Liquidated Damages shall be an amount equal to (i) Customer's average monthly consumption for each account served under this Agreement based on historical usage, multiplied by the positive difference between the Fixed Price under this Agreement and the forward market price of electricity, multiplied by the number of months remaining in the Initial Term or Renewal Term, plus (ii) an amount equal to \$.035 times the average monthly consumption for each account served under this Agreement, multiplied by the number of months remaining in the contract term. Any sale or transfer by Customer of a property associated with an account served under this Agreement shall constitute a default under this Agreement if the purchaser or transferee does not assume this Agreement, and will require the payment of Liquidated Damages by Customer.**

**12. AGENCY:**

For electric customers, Customer hereby designates Summer as agent to; (a) arrange and administer contracts and service agreements between Customer and Summer and those entities (including ISO New England) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Summer as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Sales Points for the electricity will be a point at the ISO-NE Summer load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**13. DELIVERY POINT, TITLE AND TAXES:** Summer will cause the energy to be delivered to the applicable utility or ISO at any point of interconnection between the applicable third-party transmission systems and those of the EDC or ISO (the "Delivery Point"), at Summer's sole cost and expense. Customer and Summer agree that title to, control of, and risk of loss to the electricity supplied by Summer under this Agreement will transfer from Summer to Customer at the Sales Point(s).

**14. WARRANTY:** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Summer. Summer makes no representations or warranties other than those expressly set forth in this Agreement, and Summer expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**15. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's EDC, pandemic or Summer's transportation capacity, or Customer's EDC appropriation of electricity, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of

electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**16. LIABILITY:** The sole remedy in any claim or suit by Customer against Summer will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER SUMMER OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**17. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the EDC.

**18. DISPUTE RESOLUTION/WAIVER OF JURY TRIAL:** In the event of a billing dispute or a disagreement involving Summer's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Summer by telephone or in writing as provided herein. If after communication with Summer, Customer is not satisfied, Customer may contact the Massachusetts DPU at 1 South Station, Boston, MA 02110, 1-877-886-5066

**ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF MASSACHUSETTS OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION OR PERTAINING TO THE MARKETING OR PERFORMANCE OF SUMMER'S SERVICES.**

**19. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of Summer. Summer may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the Massachusetts DPU. In the event this Agreement is to be assigned to another energy supplier, or other entity, Summer will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that the contract terms and conditions will remain unchanged.

**20. TELEPHONIC COMMUNICATION:** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Summer its affiliates and/or assigns, at the telephone number(s) you provide to Summer its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**21. INFORMATION RELEASE AUTHORIZATION:** Throughout the term, you authorize Summer to obtain information from the EDC that includes, but is not limited to: consumption history, billing determinant, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Summer to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to Summer. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Summer or calling Summer at 833-207-3523. Summer reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**22. CONTACT INFORMATION:** Customer may contact Summer Service Contact Center at 833-207-3523 Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Summer at 539 West Commerce Street, Suite 1671, Dallas,

TX 75208. You may also visit us online at [www.summernortheast.com](http://www.summernortheast.com). Shopping for an electric supplier is available at [www.energyswitchma.gov](http://www.energyswitchma.gov). You may also contact the DPU for inquiries regarding the competitive retail energy market at 877-886-5066 or in writing at:  
Massachusetts Department of Public Utilities, Consumer Division, One South Station, Boston, MA 02110.

**23. EMERGENCY SERVICE:** In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

For NSTAR, call 1-800-592-2000. For National Grid, call 1-800-465-1212. For WMECO (Eversource), call 1-800-286-2000.

**24. CHOICE OF LAWS:** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Massachusetts This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Massachusetts without regard to the application of its conflicts of law principles.

**25. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**26. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Summer.

**27. FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code (“Code”); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a “Utility” as defined in the Code; (d) Electric generation will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

**28. ONSITE GENERATION/NET METERING:** If you currently own or plan to install during the term of this Agreement solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC, you must notify us in order for us to determine your eligibility to enroll with Summer or continue to be served by Summer. Summer reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer’s electricity usage.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

**Customer’s Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Summer Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_