

AGREEMENT SUMMARY – COMMERCIAL < 50 KW



CUSTOMER INFORMATION:

Customer Name:		Authorizing Party & Title:	
Mailing Address – Street, City, State and Zip		Phone:	
		Fax:	
Customer EIN/TIN:	Email:		
Billing Address (If Different from Above):			
Billing Contact Name & Title:			
Billing Email:			
Price:		Enrollment Type (Select One):	
Fixed: / kWh		Standard Switch (1-5 Business Days)	
Index Adder: / kWh		Self-selected Switch (Future Date:)	
Term: Months		Move-In (for inactive meter, Date:)	

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the entity named above as the Customer ("Customer") hereby designates Pulse Power, LLC ("Company") to serve as its exclusive Retail Electric Provider ("REP") to provide electricity ("Services") to the ESI IDs listed on Exhibit A. The Agreement consists of this Agreement Summary, including any Exhibits, the Terms of Service, the Electricity Facts Label ("EFL") and Your Rights as a Customer ("YRAC"). Company agrees to deliver Services on the terms set forth in the Agreement. By executing this Agreement, Customer is making an offer to Company and such offer will not be deemed accepted and agreed to by Company until and unless Company accepts this Agreement by either returning a counter-signed copy to Customer, written confirmation, including by e-mail, of acceptance is sent by Company to Customer or Customer's broker, if any, or Company takes action or begins to provide Services to the Customer. Acceptance of this Agreement is in Company's absolute discretion.

Company shall begin providing Services on or about the Start Date for each ESI ID on Exhibit A ("Customer Facilities") and continue for a period of months as indicated above ("Initial Term") at the Price for the product as indicated above.

The Price includes costs associated with the purchase and delivery of electricity to the Transmission and Distribution Utility (TDU) for Customer Facilities, but excludes the following costs which will be passed through to Customer without mark-up ("Pass Through Costs"):

- Costs imposed by the TDU for the transmission and distribution of electricity at the rates approved by the Public Utility Commission of Texas (PUCT), set forth in the TDU's tariff as may be amended or altered from time to time;
- PUCT Assessment or other fees imposed by the PUCT;
- All federal, state, and local Taxes, including but not limited to the gross receipts tax ("GRT");
- Any changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs effective after the date of this Agreement and that are outside Company's control.

BILLING AND FEES: See Section 2 of the Terms of Service.

CANCELLATION BY CUSTOMER. Provided that Customer has a peak demand across all Customer Facilities of less than 50 kW in the last 12 months, Customer may cancel this Agreement within three federal business days of notification of acceptance of the Agreement by Company (Rescission Period). If Customer cancels this Agreement after the Rescission Period, or this Agreement is for new service at a Customer Facility, for each Customer Facility for which Customer cancels this Agreement, Customer shall be liable for an Early Termination Fee, based on Customer's historical usage information and the number of months remaining in the Initial Term, as well as any Services provided.

Est. Annual Usage	Termination Fee Per Month Remaining
Less than 100,000 kWh	\$50
100,000 - 249,999 kWh	\$100
Greater than 250,000 kWh	\$200

REPRESENTATIONS OF CUSTOMER. By entering into this Agreement, either by signing below or through any electronic means, Customer represents and warrants to Company as follows:

- (i) Customer is at least eighteen years old or older and is not prohibited from entering into any contractual arrangement;
- (ii) Customer has reviewed, understood, and accepts the Agreement Summary, Terms of Service, Your Rights as a Customer, and Electricity Facts Label;
- (iii) Customer is legally authorized to switch electricity providers for the Customer Facilities;
- (iv) Customer has a combined peak demand of less than 50 kW across all of the Customer Facilities for the last 12 months; and
- (v) Customer designates Company to perform the necessary tasks to complete a switch or move in for the applicant's service with Company and designates Company as the exclusive REP for such ESI IDs.

This Agreement shall become binding on the Parties as of the earliest to occur of any one of the three events listed below ("Effective Date"):

- (i) the later of the date that it is signed by a Party;
- (ii) the date on which Company provides written confirmation, including via e-mail, of acceptance of this Agreement to Customer or, if Customer is represented by a third party, written confirmation, including via e-mail, to the third party; or
- (iii) the date Company undertakes any action, including buying electricity to provide to Customer or submitting a request to ERCOT to be designated as the REP of Record for one or more of the Customer Facilities.

The Parties acknowledge that Services to Customer Facilities may not start until a future date after the Effective Date.

Customer Name:	PULSE POWER LLC
Signature:	Signature:
Printed Name:	Rob Cantrell
Title:	President
Date:	Date:

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These general Terms of Service, Agreement Summary including any Exhibit A, Your Rights as a Consumer ("YRAC"), and Electricity Facts Label ("EFL"), together create a single binding agreement (the "Agreement") between the party identified in the Agreement Summary ("Customer") and Pulse Power LLC ("Company"). Company is a retail electricity provider ("REP") licensed by the PUCT as evidenced by PUCT Certificate Number 10259.

The Agreement is effective as of the Effective Date in the Agreement Summary. Company is obligated to provide Customer with all electricity supply requirements and arrange for the delivery of the electricity to transmission and distribution utility ("TDU") for the ESI IDs listed on Exhibit A of the Agreement Summary ("Customer Facilities") in compliance with applicable law ("Services"). Customer agrees to use such Services exclusively for itself and to pay Company for such Services in accordance with this Agreement. Any capitalized term not defined in this Agreement shall have the meaning proscribed to it by the ERCOT Nodal Protocols or, if not defined therein, under the Public Utility Commission of Texas ("PUCT") Customer Protection Rules in effect as of the date of this Agreement (available at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/ch25complete.pdf>).

1) ENROLLMENT AND TERM OF SERVICES

- a) **ENROLLMENT:** This Agreement authorizes Company to enroll each of Customer Facilities and become the REP of Record beginning with the Start Date listed on the Agreement Summary until this Agreement is terminated by either Party. Customer promises to provide Company with accurate, complete and verifiable account information, which is necessary for the timely, accurate and efficient enrollment of the Company Facilities. Company requests Customer provide an e-mail address to assist Company with the enrollment process. By providing an e-mail address, Customer authorizes Company to deliver copies of this Agreement and other account information, including enrollment confirmation and Agreement expiration notices via email unless Customer notifies Company otherwise. Company will use the email address strictly in accordance with its privacy policy, which is available at www.pulsepowertexas.com. Services will start on a meter reading date determined by the applicable TDU or on the specific date selected by Customer. Customer understands that the TDU may charge an additional fee per the terms of its Tariff for a self-selected switch and that Company will pass-through and Customer will pay any such costs which will be passed through without mark-up.
- b) **TERM AND RENEWAL:**
 - i) **Initial Term.** The Initial Term can be found on the Agreement Summary. Company will begin providing Services on or about the Start Date for each of the Customer Facilities. The local TDU has the authority to change the monthly meter read schedules at their discretion and ERCOT experiences system transaction failures from time to time that may delay the meter read date. Therefore, Company cannot warrant or guarantee that the meter read will occur on the Start Date, even if the Customer selected a specific date at the time of enrollment. After the Initial Term if Customer and Company do not enter into a new Agreement, Services will continue at a Variable Rate and either Customer or Company may cancel this Agreement without penalty upon thirty (30) days written notice.
 - ii) **Renewal.** To the extent required by law, Company will notify Customer in writing at least thirty (30) days, but not more than sixty (60) days, before the end of the Initial Term (the "Renewal Notice"). In the Renewal Notice, Company will explain the renewal options. The Renewal Notice may state that unless Customer affirmatively enters into a new Agreement with Company, Company will continue to provide Services using a Variable Rate Product, but Customer will have the right to cancel the Services following the Initial Term without penalty. Customer will remain responsible and pay for any Services provided up to and through the date on which the termination is effective and the Company is no longer the REP of Record for the Customer Facilities.
- c) **RIGHT OF RESCISSION:** Only if the sum of the peak demand for all Customer Facilities is less than 50 kW over the last 12 billing cycles, then Customer has the right to rescind (cancel) this Agreement without charge or penalty within three (3) federal business days after the Effective Date pursuant to Public Utility Commission of Texas ("PUCT") Substantive Rules 25.474 (available at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.474/25.474.pdf>) by contacting Company by telephone toll-free at 833-785-7797, fax at 713-583-1183, or email at customercare@pulsepowertexas.com. For each Customer Facility to which Customer wants to cancel Services under this Agreement, Customer must provide their name, address, phone number, the applicable ESI ID(s) and a statement that Customer is rescinding the Agreement as to such ESI ID(s). This right of rescission applies only to a Customer Facility which is being switched to Company and Customer shall be responsible for any charges associated with Service provided to a Customer Facilities until the Customer Facility is switched to another REP.

2) SERVICES AND PRICE

- a) **SERVICE TYPES:** The Agreement Summary specifies the Price per kilowatt hour (kWh) for the Services. The cost for Services during the Initial Term will be fixed, meaning the components of the Price will not change during the Initial Term unless there is a Change in Law. **Variable Products** mean that the Price can change for each billing cycle without advanced notice and is based on a method determined in Company's sole direction and have a term of less than thirty-one (31) days. Historical information about Variable Price Products can be found at: www.pulsepowertexas.com/history. Past prices are no indication of future costs.

- b) **PRICE:** The Price Customer will pay for the Services during the Initial Term is provided in the Agreement Summary. The Price includes energy costs to the Customer Facilities, Transmission and Distribution Losses, Ancillary Services, ERCOT uplift charges, costs associated with Reliability Unit Commitment, and Unaccounted for Energy. The Price does not include the Pass-Through Items as defined in the Agreement Summary which will be billed to Customer without mark-up and as a separate line item. The total average price per kilowatt-hour ("kWh") on the EFL includes the costs of electricity, the monthly base fee included in the Price, and the cost of Pass-Through Items as defined in the Agreement Summary but excludes taxes and fees. The EFL provides only an estimate of Customer's cost per kWh exclusive of taxes and fees and this number will vary from the Price charged to Customer because it includes costs that are not part of the Price but are passed through to Customer without mark-up and may differ depending on Customer's usage and consumption patterns.
- c) **CHANGES IN PRICE.** The Price may change if there is a change in or implementation or interpretation of (1) any law, rule, regulation, ordinance, statute, judicial decision, administrative order and the like; (2) material change in ERCOT or the Texas Reliability ("TRE") operating guidelines or protocols, load zone boundary or hub definitions; (3) changes in programs including, but not limited to congestion, resource adequacy, and the like; or (4) electricity market structure, and any such change listed in (1)-(4) above results in Company incurring additional costs or expenses associated with providing Services. Customer is also responsible for paying any nonrecurring fees and charges from the TDU including, but not limited to, fees and charges related to establishing, disconnecting, reconnecting, or maintaining electric service or equipment (collectively "TDU Fees"). Charges for Fees will be listed as a separate line item on the Customer's bill.
- d) **TAXES.** If Customer is exempt from gross receipts tax due to being located in an unincorporated area or any other tax, including sales tax, Customer must provide Company with written proof of such exemption. Company shall not be required to recognize any such exemption until and unless Customer provides Company with the required documentation. If Customer is tax exempt and Company erroneously collected such tax, Customer's sole remedy is to seek a refund from the Texas Comptroller or other entity to whom Company is required to remit such taxes. Nothing in this sentence precludes Company from issuing a refund for any improperly collected taxes in Company's sole and absolute discretion.

3) USAGE, BILLING AND PAYMENT

- a) **USAGE:** Customer authorizes Company to obtain historical and current consumption, billing, and payment information from the applicable TDU, including the Customer's smart meter data. This authorization will remain in effect from the date Customer executes this Agreement and will only expire when Company is no longer providing Services to Customer. If Customer utilized an agent or broker in connection with this Agreement, Company is authorized to disclose information about historical and current usage information and payment history to such agent or broker.
- b) **BILLING:** Customer's bill will be based on the amount of electricity and related services delivered to a Customer's ESI ID as reported and measured by the TDU to ERCOT ("Usage"). If the TDU fails to provide actual Usage for a billing cycle for any ESI ID listed on this Agreement, Company may reasonably estimate the Customer's Usage and reconcile the estimated Usage with the actual Usage once the TDU has provided the actual Usage to ERCOT and ERCOT has provided it to the Company. Adjustments may take 1-2 billing cycles from the date the TDU actually reads a meter. The total amount of Customer's bill will be equal to: (i) the Usage times the Price; (ii) the Pass Through Charges; (iii) any non-recurring costs billed invoiced to by Company by a third party in providing Services to the ESI ID that are not part of the Price, including, but not limited to: (a) TDU Fees; (b) a \$30 charge for returned checks or insufficient fund; and (c) a priority Move-In fee of \$15.00 in addition to any costs charged to Company by the TDU for such service, and (iv) taxes or other charges that are assessed to the Customer and excluded from the Price as listed on the Agreement Summary.
- c) **PAYMENT:** Payments will be due on the due date shown on the bill, which shall be no less than sixteen (16) days from the date the bill is issued. Payments can be made by setting up recurring payments ("Auto-pay") via a bank account by visiting www.pulsepowertexas.com. Other payment options are: one-time payments via www.pulsepowertexas.com, calling Company at 833-785-7797, or mailing a payment to the address shown on Customer's invoice. Company may impose a convenience fee of \$2.00 per payment for payments made with a live agent over the phone. Company will charge a 5% penalty on the outstanding balance if payment is not made by the Due Date. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if Company received no payment at all. If Company is forced to initiate collection activity for undisputed past due amounts, Customer will pay any costs incurred by Company in pursuing such remedy as well as an administrative charge of \$50.00. If Customer has two (2) or more returned payments in twelve (12) consecutive billing cycles, Customer may be required to pay in cash or money order for a period of twelve consecutive billing cycles. Company is not responsible for notifying Customer of bounced checks or returned electronic payments.
- d) **PAYMENT ARRANGEMENT PLANS:** If Customer has difficulty paying an invoice by the due date, special payment arrangement plans may be available based on Customer's qualifications and eligibility. If Customer is determined to be eligible for a deferred payment plan, Customer will pay 50% of the amount due and defer the remainder of the amount due in equal installments over no more than five (5) billing cycles. To qualify for a deferred payment plan, a Customer must not have defaulted under a previous deferred payment plan with Company or have received more than two (2) disconnection notices

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in the last twelve (12) billing cycles. Customer needs at least three (3) billing cycles of payment history with Company prior to qualifying for a deferred payment plan. Deferred payment plans are available for customers whose invoice becomes due during an extreme weather emergency as defined by the applicable TDU, customers who live in an area covered under a state of disaster declared by the Texas Governor (when directed by the PUCT) or Customer was previously under-billed by \$50.00 or more. If Customer establishes a deferred payment plan, Company may put a switch-hold on such accounts until the deferred balance is paid and processed, at which time Company will remove it. If Customer is disconnected for nonpayment while a switch-hold is in place, a payment will be required to resume service and Customer may not obtain services from another REP until the total deferred balance due to Company is paid in full. All deferred payment plans are formalized in writing and provided to the Customer. Please contact Company for further information.

- e) **AVERAGE BILLING PLAN:** The Average Billing Plan is designed to even out the highs and lows in a Customer's electric invoice. For Customers that enroll, the invoice will be based on total billing cycle electricity charges for the most recent twelve (12) billing cycles divided by 12. This will be the amount Company bills Customer each billing cycle. If Customer does not have previous invoices in the Customer's name at the service location, Company will take the previous usage that is available for the service location and apply the then-current price to calculate the average billing cycle charge. A final true-up will be made if the account is terminated or this Agreement expires, but such true-up will occur at least every twelve (12) billing cycles. Any remaining account balance will be due in full upon such termination or expiration.

4) DEPOSITS.

- a) **INITIAL SECURITY DEPOSIT:** Customers unable to demonstrate satisfactory credit may be required to post a deposit or other collateral to receive Services. Estimated billings for an initial deposit from an applicant may be based upon reasonable estimate of average usage for the applicant's customer class or may be based on the customer's estimation of anticipated usage or the actual historical usage associated with the Customer's ESI ID. The amount of deposit will not exceed the greater of either the sum of Customer's estimated billings for the next two (2) billing cycles or one-fifth (1/5th) of Customer's estimated annual billing. Company will not require an initial or additional deposit from an existing Customer unless that Customer, during the previous twelve (12) billing cycles of service, has received a disconnection notice or has had service terminated or if estimated bills are more than twice the average of the bills over the last 12 months. If an initial or additional deposit is required, Company will send notice and require the Customer to pay the deposit within ten (10) days after the issuance of written notice, and a disconnection notice may be combined with or issued concurrently with the request for deposit.
- b) **INTEREST ON DEPOSITS.** Interest will accrue on any deposit, if held more than 30 days, at an annual rate established by the PUCT. Any deposit will be refunded or credited upon request from Customer in the event that: (i) Customer has made twelve (12) consecutive payments without having more than two (2) late payments or (ii) Customer terminates service with Company or closes the locations associated with the ESI IDs. In the case of (ii) above, Customer's deposit amount plus any accrued interest, minus any outstanding balance owed for electric service, will be refunded to Customer. Additionally, if the customer's or applicant's service is not connected, the deposit will be returned.

5) TERMINATION AND DISCONNECTION

- a) **CUSTOMER'S RIGHT TO TERMINATE:**
 - i) Right To Terminate. At any time, Customer may cancel or terminate the Agreement with Company as to any one or more of the Customer Facilities by contacting Company at 833-785-7797 or email at customercare@pulsepowertexas.com. If Customer takes action that cancels or terminates this Agreement prior to the end of the Initial Term, unless permitted elsewhere in this Agreement, Company may charge, and Customer agrees to pay the Early Termination Fee stated in the Agreement Summary unless: (i) there are less than 14 days remaining in the term or (ii) Customer moves from the service address of the ESI ID during the Initial Term and provides a forwarding address and reasonable evidence that Customer no longer occupies the location specified in the Agreement. Customer and Company agree that damages for Customer's early termination of this Agreement are impossible or difficult to determine and that the Early Termination Fee is a reasonable estimate of the damages that would result from Customer' terminating the Agreement before the end of the Initial Term. Please contact Company at least seven (7) business days before moving. Customer remains responsible for all charges incurred through the date the TDU processes the termination.

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ii) **Obligations after Termination.** If Customer cancels or terminates service with Company, Company's obligations will conclude after the meter read date when Company is no longer designated as Customer's REP or the TDU disconnects the meter. If Customer's requested termination date requires an off-cycle meter read or incurs any other charge from the TDU, Customer will be responsible for payment of those charges. Customer's obligations under the Agreement only end when all outstanding balances are paid in full. Cancellation or termination of the Agreement does not relieve Customer of the obligation to pay outstanding balances or any early termination fee that may apply.

b) **COMPANY'S RIGHT TO TERMINATE:** Company, upon notice as required herein or by law, may terminate this Agreement without penalty if: (i) Customer fails to pay all undisputed amounts when due; (ii) any representation or warranty made by Customer is untrue or becomes untrue; (iii) a Change in Law or other legislative, regulatory or legal action makes Company's performance of this Agreement commercially impracticable or impossible; or (iv) if the applicable TDU cannot read Customer's meter or provide Usage data for greater than 90 days. If Company terminates this Agreement due to Customer's failure to pay, in addition to any amounts owed up and through the date of termination, Company may charge, and Customer will pay the early termination fee stated in the Agreement Summary.

c) **DISCONNECTION OF SERVICE FOR NONPAYMENT:** If Company does not receive payment by the Due Date, Company may disconnect the Customer's electricity service. Prior to taking such action, Company will send Customer a Disconnection Notice giving customer no less than ten (10) days from the date of the notice before disconnecting Service for non-payment. In the event of disconnection for non-payment, Customer remains responsible for paying all outstanding amounts plus any fees associated with the disconnection and/or reconnection of any disconnected Customer Facility. In addition, Company may place a switch-hold on Customer Facilities which have been disconnected for non-payment pursuant to PUCT Substantive Rule 25.480 (<http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.480/25.480.pdf>).

d) **DISCONNECTION WITHOUT NOTICE:** Company or the TDU may disconnect service without notice if a known dangerous condition exists for as long as the condition exists; where service is connected without authority by a person who has not made application for service; where service is reconnected without authority after disconnection for nonpayment; where there has been tampering with the meter or other service provider equipment of the TDU, municipally owned utility, or electric cooperative; or where there is evidence of theft of service.

e) **CRITICAL LOAD PUBLIC SAFETY AND INDUSTRIAL CUSTOMERS.** If Customer Facilities include a location designated as a Critical Load Public Safety Customer or Industrial Customer (collectively "Critical Load Commercial Customer"), pursuant to PUCT Substantive Rule § 25.497 (<http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.497/25.497.pdf>), Customer will notify Company of such designation or the pending status of an application for such status. For any Critical Load Commercial Customer, Company will comply with the requirements of PUCT Substantive Rule § 25.497. Designation as a Critical Load Commercial Customer does not guarantee an uninterrupted supply of electricity nor does it relieve Customer of its obligation to pay any amount which may become due to Company under this Agreement.

6) OUTAGE REPORTING AND SERVICE REQUESTS

Customer understands that the TDU, and not the Company, is responsible for the delivery of electricity to the Customer Facilities and owns the meter which measures the amount of electricity consumed by Customer. In the event of a service outage or other interruption in power other than for a disconnection as provided for in this Agreement, or any other service requests related to the delivery of electricity to Customer, Customer should contact the appropriate TDU at the contact numbers provided below.

TDU Name	24 Hour Outage Number	Service Requests
AEP Texas North	866-223-8508	877-373-4858
AEP Texas Central	866-223-8508	877-373-4858
CenterPoint Energy	800-332-7143; 713-207-2222	800-332-7143; 713-207-2222
Nueces Electric Cooperative	800-632-9288	800-632-9288
Oncor Electric Delivery	888-313-4747	888-313-6862
Texas-New Mexico Power	888-866-7456	888-866-7456

7) WARRANTIES AND REPRESENTATIONS

a) **WARRANTY BY CUSTOMER.** Customer represents and warrants to Company that the aggregate peak demand of all Customer Facilities is under 50 kW for the most recent 12 months and that none of the Customer Facilities to be served by this Agreement are classified as residential meters by the TDU. In the event that the aggregate peak demand of Customer Facilities has exceeded 50 kW at any time in the past 12 months, Company may either: (i) provide Customer with a new Agreement and Price, which Customer can either accept or reject within 14 days of the date Company notifies Customer of

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such proposed new Agreement and Price; or (ii) terminate this Agreement upon 14 days written notice to Customer and move Customer to a Variable Product. If Company sends a new Agreement and Price to Customer and Customer fails to accept the proposed new Agreement and Price within 14 days of receipt, Company may terminate this Agreement and move Customer to a Variable Product. Nothing herein shall relieve Customer of its obligation to pay Company for any amounts which are due to Company under this Agreement.

- b) **WARRANTY BY COMPANY.** Company does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.
- c) **DISCLAIMER OF WARRANTIES: COMPANY AND CUSTOMER AGREE THAT NEITHER HAS MADE ANY ADDITIONAL PROMISES TO EACH OTHER IN THIS AGREEMENT ABOUT THE SERVICES OTHER THAN WHAT ARE STATED EXPRESSLY HEREIN. COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

8) MISCELLANEOUS

- a) **RISK OF LOSS AND INDEMNITY:** 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 meter at a Customer Facility. Customer shall indemnify, defend, and hold harmless Company from all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to Customer. Company shall indemnify, defend, and hold harmless Customer from all claims for any loss, other than lost profits, direct damages, or injuries to person or property arising from or related to any act or incident occurring before title to the electricity has passed to Customer's TDU.
- b) **LIMITATIONS OF LIABILITY:** If either party becomes liable to the other for damages, then that liability is limited to direct, actual damages only which includes the Early Termination Fee. Neither Company or Customer will be responsible to the other for consequential, special, incidental, punitive, exemplary, or indirect damages. Customer agrees to waive all other remedies at law or in equity. These limitations apply without regard to the cause of any liability or damage, including if the damages result from negligence or gross negligence, whether sole, joint, concurrent, or active or passive. Liability is transferred from Company to the Customer at the point at where Customer's TDU receives the electricity and is transferred to Customer at Customer's meter. Customer will indemnify Company for any third-party liability arising at and from Customer's meter.
- c) **FORCE MAJEURE:** Company will endeavor in a commercially reasonable manner to provide Service but does not guaranty a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. Company will not be liable for any such interruptions. Company does not generate, transmit or distribute electricity to Customer. Therefore, Customer agrees that Company is not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUCT or ERCOT, accidents, strikes, labor trouble, required maintenance work, inability to access the TDU or ERCOT system, nonperformance of the TDU or ERCOT, delay or impact of Change in Laws, or any cause beyond Company's reasonable control. If a Force Majeure Event occurs which renders Company unable to perform in whole or in part under this Agreement, Company's performance under this Agreement shall be excused for the duration of such event and if such event lasts more than thirty calendar days, Company has the right to cancel this Agreement in its sole discretion by providing Customer 14 days' notice of such cancellation.
- d) **CHANGES TO THE TERMS OF SERVICE:** Except as indicated in the "Pricing" section of this Agreement, Company will first send a written notice at least fourteen (14) days in advance before making any changes to the Agreement. Written notice will be provided either through a separate document or with the invoice. Notice is not required for a change that benefits Customer. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Agreement" and will identify the change and the specific provisions that address the change. If Customer does not object to the changes, no action is required. If Customer finds these changes unacceptable, Customer may choose another REP within 14 days from the date that the notice was sent, without charge or penalty. Please be aware that if Customer acts after the 14 days has expired, a termination penalty shall apply. A TOS, YRAC or EFL shall be provided whenever a change is made to the specific document and upon Customer's request, at any time free of charge. The cancellation of the Agreement under this section does not excuse Customer from paying all outstanding balances on the account.
- e) **DISPUTE RESOLUTION.** Customer should contact Company at 1-833-785-7797 toll free between 8.a.m.-7 p.m. CST or via e-mail at customercare@pulsepowertexas.com with specific comments, questions, complaints, bill questions, or if Customer feels there has been a billing error. If Customer is not satisfied with Company's attempt to resolve the problem, Customer may file a complaint with Company and request a supervisory review. If Company fails to resolve the dispute, Customer has the

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right to file a complaint with the PUC. The PUC contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711 3326; telephone (512) 936 7120 or (888) 782 8477; fax (512) 936 7003; Email: customer@puc.state.tx.us; website: www.puc.state.tx.us; TTY (512) 936 7136. Furthermore, Customer agrees not to pursue or participate in any proceeding as a representative of a class, collective action, or in any other capacity than on behalf of Customer itself. Please see your YRAC document for more information. Customer and Company agree that Customer will only pursue claims against Company on an individual basis and will not pursue action on a class-wide, representative or consolidated basis

- f) **SEVERABILITY:** Should any provision contained herein be held unenforceable by a court of competent jurisdiction such provision shall be reformed to create a valid and enforceable provision to the maximum extent provided by law. However, if such provision cannot be reformed, it shall be deleted without affecting any other provision of this Agreement. Any failure by Company to enforce any term or condition of this Agreement, or to exercise any right under this Agreement, shall not be considered a waiver of Company's right thereafter to enforce each and every such term and condition or to exercise any right under this Agreement in the future, whether of a like kind or of a different nature. The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the termination or expiration of this Agreement. The Agreement provisions about payment, limitation of liability, and waivers will survive the termination or expiration of this Agreement.
- g) **GOVERNING LAW:** This Agreement shall be governed by, interpreted and construed under, and enforced in accordance with the laws of the State of Texas without regard to principles of conflicts of law. The provisions of the Texas Uniform Commercial Code ("UCC") shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC. Customer and Company hereby acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code and further acknowledge and agree that Company is a "forward contract merchant" for such purposes. Certain "Substantive Rules" of the PUCT apply to the sale of retail electricity by Company. Such PUCT rules may be found at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>, starting at 25.471 et seq.
- h) **NOTICES:** To the extent permitted by applicable law, notices and correspondence from Company will be delivered to the email address Customer provided; if Customer does not provide an e-mail address, all notices and correspondence will be mailed to the billing address on the account (or to the service address if there are issues with the billing address).
- i) **ASSIGNMENT:** Customer may not assign its interest in and obligations under this Agreement without the express written consent of Company, which may be withheld in Company's sole discretion. Company may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to any energy supplier, energy services company or other entity.
- j) **NET METERING PROGRAM:** To be considered eligible to participate in Company's net metering program, Customer must generate a portion or all of Customer's retail electricity requirements using energy generation equipment located at an ESI ID. Additionally, Customer must have a bi-directional meter that has been tested and calibrated by the TDU to assure accuracy prior to commencing services and have completed all necessary application forms with the TDU. This program is available on a first come, first serve basis until the capacity of 5% of the peak demand supplied by Company in the previous calendar year in the TDU's is reached. Please contact Company for more information.
- k) **RENEWABLE POWER:** For renewable price plans, Company will purchase and retire Renewable Energy Certificates ("RECs") to offset the specified percentage of Customer's anticipated electricity consumption equal to the percentage specified in the Price.

EXHIBIT A - LIST OF CUSTOMER FACILITIES

[illegible]

You have the right to receive certain information in English, Spanish, or the language in which Pulse Power's services were marketed to you. These items include the Agreement Summary, Terms of Service ("TOS"), Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. Please contact Pulse Power to request that this information be provided to you in Spanish or any language in which services were marketed to you. You will receive this YRAC and disconnection notices in English and Spanish, or English and your designated language, if you have requested a language other than Spanish in which Pulse Power's services were marketed to you. Pulse Power also provides access to Spanish-speaking customer service representatives.

This document summarizes Your Rights as a Customer ("YRAC"). The YRAC is based on customer protection rules adopted by the Public Utility Commission of Texas ("PUCT") that apply to all retail electric providers ("REPs") and the provider of last resort ("POLR"). You may view these rules at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>. Pulse Power's contact information, as well as contact information for your transmission and distribution utility ("TDU"), is located at the end of this document.

Unauthorized Change of REP "Slamming": A Retail Electric Provider ("REP") must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request the REP to provide you with a copy of your authorization and verification. The REP must submit this to you within five (5) business days. In the event you did not authorize a switch, the affected REPs, applicable TDU, and registration agent will work together to return you to your chosen REP in accordance with the market process approved by the PUCT. You may also file a complaint with the PUCT.

If a REP is serving your account without proper authorization, the REP must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your terms of service from either: (i) the date you are returned to your original REP, or (ii) any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within five days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you, but at a rate no higher than the rate you would have been charged by your original REP.

Unauthorized Charges "Cramming": Before any new charges are included on your electric bill, Pulse Power must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. If you believe your electric bill includes unauthorized charges, you may contact Pulse Power to dispute such charges and you may file a complaint with the PUCT. Pulse Power will not seek to disconnect your electric service for non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, Pulse Power will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded or credited. You may request all billing records from Pulse Power related to any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill. Pulse Power will not re-bill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your bill, call Pulse Power immediately. Pulse Power may offer a short-term payment arrangement that allows you to pay after your due date, but before your next bill is due. A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. For details on these programs, see your TOS or contact Pulse Power.

Critical Care or Chronic Condition Residential Customer, Critical Load Public Safety and Industrial Customers: Each residential customer has the right to apply for Critical Care or Chronic Condition Residential designation. To be considered for such designation, the PUC-approved form must be submitted by facsimile or other electronic means to the TDU by a physician. The TDU will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer, and will notify you when such designation will expire and whether you will receive a renewal notice. Upon your request, Pulse Power will provide you with the application form for Critical Care or Chronic Condition Residential Customer designation. If you are a Critical Load Public Safety Customer or Critical Load Industrial Customer, you may be entitled to certain notices and disconnection time frames. To qualify for these, your TDU must designate you as such under PUCT Substantive Rule 25.497 (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.497/25.497.pdf>). Designation as Critical Load Public Safety or Industrial Customer does not guarantee you a uninterrupted supply of electricity nor does it relieve you of your obligation to pay any amounts which come due under this Agreement.

Disconnection of Service With Notice: If you do not pay your electric bill by the due date, your REP may request that the TDU disconnect your electric service, after the expiration of a required 10-day notice period. The 10-day notice period begins once your REP issues you a written Disconnection Notice. This notice cannot be issued before the first day after the bill due date and must be mailed to you separately or electronically, if the customer has agreed to receive notices from the REP by email. The disconnection date may not fall on a holiday or weekend unless the REP's personnel are available to take payments and service can be reconnected. In addition to failure to pay, your REP may, after proper notice, authorize the disconnection of your service if you:

- 1) Fail to comply with the terms of a deferred payment agreement;
- 2) Fail to pay a required deposit; or
- 3) Fail to comply with the conditions of a written guarantee as guarantor of payment for another service account.

Disconnection of Service Without Notice: Any REP or TDU may, at any time, authorize disconnection of a customer's electric service without prior notice for any of the following reasons:

- 1) Where a known dangerous condition exists;
- 2) Where service is connected without authority by a person who has not made application for service;
- 3) Where service is reconnected without authority after disconnection for nonpayment;
- 4) Where there has been tampering with transmission and delivery equipment; or
- 5) Where there is evidence of theft of service.

When Disconnection is prohibited. Your electric service cannot be disconnected for any of the following reasons:

- 1) Failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same family;
- 2) Failure to pay any charge that is not for electric service regulated by the PUCT, including merchandise or optional services;
- 3) Failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- 4) Failure to pay charges resulting from underbilling, except theft of service, more than six months prior to the current billing;
- 5) Failure to pay any disputed charges until Pulse Power or the PUCT determines the accuracy of the charges and you have been notified of this determination;
- 6) Failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or is based upon an estimated meter read by the TDU;

Restoration of Service: If your service has been disconnected by Pulse Power for non-payment, Pulse Power will, upon satisfactory correction of the reasons for the disconnection, notify your TDU to reconnect your service as quickly as possible. Pulse Power will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnection Notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify Pulse Power that you have corrected and satisfactorily resolved the dangerous situation within a fiscally reasonable period.

Financial and Energy Assistance: Pulse Power offers bill payment assistance to residential customers who express an inability to pay or need assistance with the bill payment, as well as level or average payment plans. Contact Pulse Power for more information. A residential customer who is part of the supplemental nutritional assistance program ("SNAP") or Medicaid may be eligible for help paying your electric bill. Please call 1-866-454-8387 for additional information.

Do Not Call List: For a fee not to exceed five dollars (\$5.00) per term, commercial customers may add their name, address and telephone number to a state-sponsored "Electric No-Call List," which is intended to limit the number of telemarketing calls received relating to your choice of REP. You can register via United States Postal Service, Internet or telephonically as follows: www.texasnocall.com, call toll-free 1-866-TXNOCAL(L) (1-866- 896-6225), or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032. If registered online or by phone, the fee must be paid by credit card, but if registered by mail, the fee may be paid by credit card, check or money order. Once registered, you can expect to stop receiving telemarketing from an REP as follows: If registered between January 1 and March 31, then by June 1; if registered between April 1 and June 30, then by September 1; if registered between July 1 and September 30, then by December 1; if registered between October 1 and December 31, then by March 1. However, registration expires on the fifth anniversary of the date the phone number is first published on the "Electric No-Call List." **Even if registered, you may still receive calls from telemarketers other than REPs.**

Privacy Rights: Pulse Power will not disclose or sell any confidential customer information, including: your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUCT, an agent of Pulse Power, credit reporting agencies, law enforcement agencies or TDU. Your information will be shared with other REPs, brokers or aggregators only with your consent.

Meter Testing and Reading: You may request from your REP one (1) meter test every four (4) years at no cost to you. If you request more than one (1) test every four (4) years, and the meter is functioning properly, then you may be charged for the additional meter test(s) at the rate approved for or by your TDU. The TDU or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. If you prefer to read your own meter, please contact your TDU for instructions on how to read your meter.

Reporting Outages: In the event of an outage in your area please call your Transmission Distribution Utility ("TDU"):

- AEP (WTU & CP&L) (866) 223-8508
- CenterPoint (800) 332-7143 or (713) 207-2222
- Nueces Electric Cooperative: (800)-632-9288 or (361) 387-2581
- Oncor Electric Delivery (888) 313-4747
- TNMP (Texas New Mexico Power) (888) 866-7456

Disputes With Your Provider/Complaint Resolution: Contact Pulse Power at 888-853-2882 if you have comments, questions or complaints. The following information should be included in the complaint: (i) the account holder's name, billing and service addresses, and telephone number; (ii) the name of the REP, broker, or aggregator; (iii) the account number or electric service identifier (ESI ID); (iv) an explanation of the facts relevant to the complaint; (v) your requested resolution; and (vi) any documentation that supports the complaint, including copies of bills or terms of service documents. For a complaint involving a disputed bill, Pulse Power will not initiate collection activities or terminate or disconnect service or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Pulse Power may disconnect your service for non-payment of any undisputed portion of the bill.

Upon receipt of a complaint, Pulse Power will investigate and notify you of the results within twenty-one (21) days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Pulse Power must advise you of the results of the supervisory review within ten (10) business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUCT and the Office of the Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, Pulse Power may not initiate collection activities or termination/disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Pulse Power may send a termination/disconnection notice for non-payment of any undisputed portion of the bill.

If you are not satisfied with the results of Pulse Power's investigation or supervisory review, you may contact the Public Utility Commission of Texas, Customer Protection Division, PO Box 13326, Austin, Texas 78711-3326; (512) 936-7120 or (888) 782-8477, Fax (512) 936-7003, Email address: customer@puc.state.tx.us, Website: www.puc.state.tx.us, TTY (512) 936-7136; Relay Texas: 800-735-2989.

Pulse Power is not liable for any service interruptions or outages and any questions relating to your electrical distribution lines or meters should be directed to your TDU.

Contact Information:

PULSE POWER, LLC

PUCT Certification No. 10259

10200 Grogans Mill, Suite 150

The Woodlands, Texas 77380

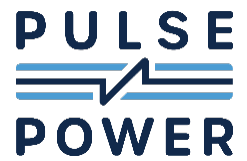
www.pulsepowertexas.com

Email: customercare@pulsepowertexas.com

Customer Assistance: (888) 853-2882

Monday-Friday 8AM-7PM Central Time

Electricity Facts Label (EFL)
COMMERCIAL <50 KW
PULSE POWER LLC – FIXED PRICE
ALL TERRITORIES



Electricity Price	Average Monthly Use	1,500 kWh	2,500 kWh	3,500 kWh
	Average Cost per kWh	¢	¢	¢
	The Price agreed to by Customer and Company will be different than the average costs shown above. The average cost above includes the costs for electricity generation, an estimate of the regulated charges from the applicable TDU for transmission and delivery charges for service to Customer's ESI ID(s) and a fee of \$0.00 per billing cycle. The above averages exclude any non-recurring charges from the TDU, fees, state and local sales tax, the PUC Assessment and gross receipts reimbursements. The averages above will be different than the Price contained in the Agreement and shown on the bill due to the Price excluding regulated charges from the applicable TDU for transmission and delivery charges as well as differences in usage amounts and patterns at Customer Facilities.			
Other Key Terms and Questions	See Terms of Service statement for a full listing of fees, deposit policy, and other terms.			
Disclosure Chart	Type of Product		Fixed Rate	
	Contract Term		Months	
	Do I have a termination fee or any fees associated with terminating service?		Yes. The Early Termination Fee is based on Customer's Historical Usage. See the Agreement Summary for additional details.	
	Can my price change during contract period?		Yes	
	If my price can change, how will it change, and by how much?		Your price may be adjusted to reflect changes to the ERCOT, PUCT, Texas Regional Entity or other administrative fees, or other costs and expenses incurred by Pulse Power. See Section 2 of the Terms of Service for additional information.	
	What other fees may I be charged?		Please see Section 3 of the Terms of Service. These fees are not included in Price.	
	Is this a pre-pay or pay in advance product?		No	
	Does the REP purchase excess distributed renewable generation?		No	
	Renewable Content		This product is 16% renewable.	
	The statewide average for renewable content is		19%	
	Pulse Power, LLC (PUC Certification Number 10259) 10200 Grogans Mill Rd, Suite 150, The Woodlands, Texas 77380 Toll-free (888) 853-2882 (8AM-7PM Central Time, Monday through Friday) Email: customercare@pulsepowertexas.com Website: www.pulsepowertexas.com EFL Version 090119<50kW			