

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Alpha Gas and Electric LLC (“Alpha”) for electricity, an independent energy services company, and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Alpha (the “Agreement”). Subject to the terms and conditions of this Agreement, Alpha enrolling the account, and the Local Distribution Utility (the “LDU”) accepting the enrollment, Alpha agrees to sell and deliver, and Customer agrees to purchase and accept the quantity electricity, as estimated by Alpha, necessary to meet Customer’s requirements based upon consumption data obtained by Alpha or the delivery schedule of LDU. Alpha is not affiliated with and does not represent the LDU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Alpha or the LDU’s delivery schedule. The LDU will continue to deliver electricity supplied by Alpha. Alpha reserves the right not to accept the Agreement. Alpha may submit an enrollment to the LDU up to 90 days after receiving the Agreement from Customer.
2. **Term.** For Variable Rate service this Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Alpha is deemed effective by the LDU, and shall continue for one month thereafter (the “Initial Term”). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the “Renewal Term”). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party. For Fixed Rate service this Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Alpha is deemed effective by the LDU, and shall continue for 6, 12, 18 or 24 months thereafter (the “Initial Term”) or as set forth on the first page of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew at a new Fixed Rate, with no change to the remaining terms (the “Renewal Term”).
3. **Pricing, Billing, and Termination.** Unless otherwise agreed to, the price for all electricity sold under this Agreement shall be a variable price which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market related factors, plus all applicable taxes, fees, charges or other assessments and Alpha’s costs, expenses and margins; or a fixed price per kWh, plus in each case, all applicable taxes. Savings are not guaranteed, there is no limit to your price and it may be higher than your utility. Commercial ONLY — For fixed price service, unless otherwise agreed in writing, if usage in any month exceeds the level of usage in the same month in the previous year (“Base Load”) by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load (“True-up”). If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption (“True-up”). The True up will be billed to the customer in the form of a blended rate of the agreed upon fixed rate and the True-up value: for months 1-3 on the 4th bill, for months 4-6 on the 7th bill, for months 7-9 on the 10th bill, for months 10-11 on the 12th bill, and for month 12 as a separate invoice. If there is a material adverse change in the business or financial condition of Customer (as determined by Alpha at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Alpha may terminate this Agreement upon 15 days’ written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Alpha terminates this Agreement due to Customer’s breach, the Customer shall pay Alpha, in addition to any other applicable charges, a cancellation fee equivalent to the greater of (a) \$500 or (b) 2¢ per kWh multiplied by the estimated amount of kWh remaining for the duration under the Fixed Rate agreement, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining the estimated amount. FOR RESIDENTIAL CUSTOMERS: No early termination fees apply. Alpha will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LDU. Customer may receive a single bill for both commodity and delivery costs from either Alpha or the LDU, or each of the LDU and Alpha may invoice Customer separately. Alpha may assign and sell Customer accounts receivable to the LDU. In the event of failure to remit payment when due by a residential customer, Alpha may cancel this contract.
4. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Alpha. Alpha may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.
5. **Information Release Authorization.** Customer authorizes Alpha to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; account number; credit information; public assistance status. This information may be used by Alpha to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer’s execution of this Agreement shall constitute authorization for the release of this information to Alpha. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Alpha or by calling Alpha at 1.888.636.3749. Alpha reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. **Consumer Protections.** The services provided by Alpha are protected by the terms and conditions of this Agreement, the Massachusetts Department of Public Utilities (DPU), and the General Court of The Commonwealth of Massachusetts.
7. **Cancellation.** A Customer may rescind this Agreement prior to midnight on the third day after the receipt of this Agreement, by contacting Alpha at 1-888-636-3749 or in writing. Customer is liable for all Alpha charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.
8. **Agency — Electric:** Customer hereby designates Alpha as agent to; (a) arrange and administer contracts and service agreements between Customer and Alpha and those entities including the New England Independent System Operator (“ISONE”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDU for the delivery of electricity to the Sales Point and the Customer’s end-use premises. Alpha as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer’s requirements as established by the LDU and in response to information provided by the LDU. The Sales Points for the electricity will be a point at the ISONE Alpha 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.
9. **Title.** Customer and Alpha agree that title to, control of, and risk of loss to the natural gas supplied by Alpha under this Agreement will transfer from Alpha to Customer at the Sales Point(s).
10. **Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Alpha. Alpha makes no representations or warranties other than those expressly set forth in this Agreement, and Alpha expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.
11. **Force Majeure.** Alpha will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Alpha does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Alpha (“Force Majeure Events”) may result in interruptions in service. Alpha will not be liable for any such interruptions caused by a Force Majeure Event, and Alpha is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Alpha’s control.
12. **Liability.** The remedy in any claim or suit by Customer against Alpha will be solely limited to direct actual damages (which will not exceed the amount of Customer’s single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Alpha 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.
13. **Alpha Contact Information.** Customer may contact Alpha’s Customer Service Center at 1-888-636-3749, Monday through Friday 9:00 a.m. – 5:00 p.m. EST (contact center hours subject to change). Customer may write to Alpha at: Alpha Gas and Electric 12 College Rd., Suite 100, Monsey, NY 10952.
14. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving any element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Alpha in writing at Alpha Gas and Electric 12 College Rd., Suite 100, Monsey, NY 10952 or by telephone at 1-888-636-3749 for any terms of service dispute. If after discussing the problem with Alpha, Customer remains dissatisfied, Customer may file an informal complaint with the Massachusetts Department of Public Utilities by telephoning (877) 886-5066 or by writing to the following address: Massachusetts Department of Public Utilities Consumer Division One South Station, Boston, MA 02110. In the event the parties are unable to reach agreement within thirty (30) days of the commencement of a controversy, dispute, or claim, either party may seek a formal dispute resolution procedure, including arbitration, pursuant to M.G.L. c. 164, §1F(2) or 220 C.M.R. §11.07(4). Any claim by Customer must be resolved by the Massachusetts Department of Public Utilities or mandatory arbitration as discussed below. **Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or 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, 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 the clause entitled "Class Action Waiver". **Class Action Waiver.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive 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 AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

15. **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 State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

16. **Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, ICAP market, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Alpha shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

17. **Emergency Service.** The LDU will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDU.

18. **Refund Policy.** As the commodity supplied under this Agreement is immediately used and consumed by Customer upon delivery, it is not practical to return the product subject to this Agreement, and therefore refunds with respect to the commodity are not provided.

19. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

20. **Email.** Providing email address constitutes acceptance of Customer's enrollment in the monthly e-newsletter.

21. **Green Product.** Electric - Your purchase of Electricity under this Agreement causes the purchase of Renewable Energy Certificates (RECs) and supports renewable production in the region of generation. RECs do not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For every unit of renewable electricity generated, an equivalent amount of RECs is produced, and by purchasing and pairing RECs with your service you are using and receiving the benefits of that renewable energy. Your REC purchase also helps build a market for renewable energy. Increased demand for, and generation of, renewable energy helps reduce conventional energy generation in the region where the renewable energy generator is located. It also has other local and global environmental benefits which may include emitting little or no regional air pollution or carbon dioxide. The RECs in a Green-e ® Energy certified product are verified and certified by Green-e ® Energy, and the seller of a Green-e ® Energy certified product is required to disclose the quantity, type and geographic source of each certificate. Green-e Energy has only certified the RECs, which may be sourced from outside of your local energy distribution area. Please see the Product Content Label provided at <http://www.Alphagasandelectric.com> for this information. Green-e ® Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. For information on Green-e ® Energy please visit its website, www.Green-e.org. Please see the Product Content Label for more information. Gas - Your purchase of Gas under this Agreement causes the purchase of carbon offsets and supports renewable production in the region of generation. These carbon offsets are certified by Green-e® Climate, which requires companies to provide their customers with this notice of Price, Terms, and Conditions of service. For more information about Green-e Climate, visit www.green-e.org/climate, email climate@green-e.org, or call (415) 561-2100. These carbon offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. By purchasing these offsets, you alone have the right to all associated claims about the environmental benefits they embody. Carbon offsets are to be regarded as a real environmental commodity, not a donation or investment in a future emissions reduction project. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards. The Carbon Offset Content (Label located at <http://www.Alphagasandelectric.com>) represents the mix of project types, locations, and verification programs that will be used to supply your offsets. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage. In the case of a significant variance, the Seller of the Certified Offsets is obligated to provide you with more accurate historical disclosure. For more information see the Green-e® Climate Code of Conduct available at www.green-e.org.