# ENERGY SALES AGREEMENT
## MA Residential Service

## TERMS OF SERVICE

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Renaissance Power & Gas, Inc. ("Renaissance Power & Gas, Inc."), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate gas and/or electricity service and begin enrollment with Renaissance Power & Gas, Inc. (the "Agreement"). Subject to the terms of service of this Agreement, Renaissance Power & Gas, Inc. agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and gas, as estimated by Renaissance Power & Gas, Inc. necessary to meet Customer's requirements based upon consumption data obtained by Renaissance Power & Gas, Inc. or the delivery schedule of the Local Distribution Utility (the "LDC"). Renaissance Power & Gas, Inc. is not affiliated with and does not represent the LDC. The amount of gas and electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Renaissance Power & Gas, Inc. or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Renaissance Power & Gas, Inc.

**2. Term.** For Fixed Rate service this Agreement shall commence as of the date stated in notice regarding the change of Customer's provider to Renaissance Power & Gas, Inc. is deemed effective by the LDC, and shall continue for **10** months 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"). Customer may cancel or terminate this Agreement at any time by either calling 888-811-0877 or going to www.renaissancepowerandgas.com and completing the cancellation form. At least 30 days and no more than 60 days prior to the renewal date, Renaissance Power & Gas, Inc. will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, 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 Renaissance Power & Gas, Inc.'s costs, expenses and margins; or a fixed price of **17.27 cents** per kWh for Standard Product, plus in each case, all applicable taxes. If there is a material adverse change in the business or financial condition of customer (as determined by Renaissance Power & Gas, Inc. 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, Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. terminates this Agreement due to customer's breach, the customer shall pay Renaissance Power & Gas, Inc.

Renaissance Power & Gas, Inc. will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Renaissance Power & Gas, Inc. or the LDC, or each of the LDC and Renaissance Power & Gas, Inc. may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the MA Dept. of Public Utilities. Renaissance Power & Gas, Inc. may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Renaissance Power & Gas, Inc. may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA").

**4. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Renaissance Power & Gas, Inc. Renaissance Power & Gas, Inc. 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 MA DPU with 30 days written notice to Customer.

**5. Information Release Authorization.** Customer authorizes Renaissance Power & Gas, Inc. to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; participation in utility low income discount programs; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under 220 CMR 11.05(4)(c), tax status and eligibility for economic development or other incentives. This information may be used by Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. 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 address below or by calling Renaissance Power & Gas, Inc. at 1-888-811-0877. Renaissance Power & Gas, Inc. reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Renaissance Power & Gas, Inc.'s website is https://renaissancepowerandgas.com/.

**6. Consumer Protections.** The services provided by Renaissance Power & Gas, Inc. to Customer are governed by the terms of service of this Agreement and HEFPA for residential customers. Renaissance Power & Gas, Inc. will provide at least 15 days' notice prior to the cancellation of service to Customer. A residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPU. Customer may obtain additional information by contacting Renaissance Power & Gas, Inc. at 1-888-811-0877 or the MA DPU at 617-737- 2836, or by writing to the DPU at: Dept. of Public Utilities, One South Station, Track 13, Boston, MA 02110.

**7. Cancellation.** A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Renaissance Power & Gas, Inc. at 1-888-811-0877, or in writing. Customer is liable for all Renaissance Power & Gas, Inc. charges until Customer returns to the LDC 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 Renaissance Power & Gas, Inc. as agent to; (a) arrange and administer contracts and service agreements between Customer and Renaissance Power & Gas, Inc. and those entities including the 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 LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Renaissance Power & Gas, Inc. as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the ISO NE Renaissance Power & Gas, Inc. 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. **Agency-Gas.** Customer hereby designates Renaissance Power & Gas, Inc. as agent to; (a) arrange and administer contracts and service agreements between Customer and Renaissance Power & Gas, Inc. and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Renaissance Power & Gas, Inc. to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Renaissance Power & Gas, Inc. as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. Renaissance Power & Gas, Inc. agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Title-Electric**: All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the ISO NE Renaissance Power & Gas, Inc. load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Renaissance Power & Gas, Inc. will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder. **Title-GAS**: All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which for gas shall be the utility city gate and shall constitute the point at which the sale occurs and title passes from Renaissance Power & Gas, Inc. to the Customer. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Renaissance Power & Gas, Inc.

**10. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Renaissance Power & Gas, Inc. Renaissance Power & Gas, Inc. makes no representations or warranties other than those expressly set forth in this Agreement, and Renaissance Power & Gas, Inc. expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**11. Force Majeure.** Renaissance Power & Gas, Inc. will make commercially reasonable efforts to provide electricity hereunder but Renaissance Power & Gas, Inc. does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Renaissance Power & Gas, Inc. ("Force Majeure Events") may result in interruptions in service. In the event that Renaissance Power & Gas, Inc. is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within either party's control, Renaissance Power & Gas, Inc. will not be liable for any interruptions caused by a Force Majeure Event, and Renaissance

Power & Gas, Inc. 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, curtailment by Customer's LDC or Renaissance Power & Gas, Inc. transportation capacity, Customer's LDC appropriation of natural gas, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Renaissance Power & Gas, Inc.'s control.

**12. Liability.** The remedy in any claim or suit by Customer against Renaissance Power & Gas, Inc. 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 Renaissance Power & Gas, Inc. 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. Renaissance Power & Gas, Inc. Contact Information**. Customer may contact Renaissance Power & Gas, Inc.'s Customer Service Center at 1-888-811-0877, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Renaissance Power & Gas, Inc. at 5795 S Sandhill Rd Ste. E, Las Vegas, NV 89120 or by email to customerservice@renpowandgas.com

**14. Dispute Resolution.** The services provided by Renaissance Power & Gas, Inc. to Customer are governed by the terms of service of this Agreement and HEFPA for residential customers**.** In the event of a billing dispute or a disagreement involving Renaissance Power & Gas, Inc.'s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Renaissance Power & Gas, Inc. by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the MA DPU pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPU at 877-886-5066. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

**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 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.

**16. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Renaissance Power &Gas, Inc.'s net income, shall be paid by Customer, and Customer agrees to indemnify Renaissance Power & Gas, Inc. and hold Renaissance Power & Gas, Inc. harmless from and against any and all such taxes.

**17. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak or other emergency, Customer should immediately call National Grid at 800-233-5325 or 911; or to report a power outage, call National Grid at 800-465- 1212

**18. Renewable or clean energy resources.** In 2024, the minimum requirement is 62 percent (rounded to the nearest whole number), composed of (1) 28 percent for the Clean Energy Standard (inclusive of RPS Class I) requirement, (2) 27 percent for the Clean Energy Standard for Clean Existing Generation Units requirement, (3) approximately 3.6 percent for the RPS Class II Renewable Energy requirement, and (4) 3.7 percent for the RPS Class II Waste-to-Energy requirement. 225 CMR 14.07, 225 CMR 15.07, and 310 CMR 7.75(4).

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