

THINK ENERGY, LLC MASSACHUSETTS RESIDENTIAL AND SMALL COMMERCIAL TERMS OF SERVICE – THINK BASIC

This is an agreement for electric supply service between Think Energy, LLC (“Think” or “Think Energy” or “Company” or “we” or “us”) and you (“Customer” or “you” or “your”) (Think and Customer together, the “Parties”), for the service address(es) set forth in your welcome letter. These Terms of Service (“TOS”), together with your Contract Summary, your voice-recorded verification of authorization or electronic enrollment, as applicable, your welcome letter, and any other enrollment materials (collectively, “Enrollment Documentation”), collectively describe your agreement with respect to your purchase of electric supply service from Think (“Agreement”) and constitute your contract with Think. **PLEASE READ THESE TOS CAREFULLY.**

Purchase of Electric Supply Service:

Think is licensed by the Massachusetts Department of Public Utilities (“DPU”) to offer and supply electric generation services in Massachusetts (DPU License Number: CS-87). As a competitive supplier of retail electricity supply, Think will supply the electric generation to your local Electric Distribution Utility Company (“EDC”), based on your usage. Your EDC will then deliver the electricity to you.

Right of Rescission – You have a right to rescind your enrollment within three (3) days, without charge or penalty, after receiving your welcome letter that includes these TOS by contacting Think at 1-888-923-3633.

Rate. You agree to pay Think the fixed amount per kilowatt hour, as specified in your Contract Summary or your renewal notice (the “Rate”) for the electric generation service or product that Think provides to you, including, if applicable, its purchase of RECs (collectively, “Service(s)”). The Rate does not include delivery service charges or any other EDC charges associated with providing your electricity service; therefore, the Rate is not the total price per kWh that you will be required to pay for electric service. Your Rate will not change during the Term of this Agreement and will not vary based on your usage. The Service(s) you buy from Think will be included on the monthly bill that you receive from the EDC. The EDC will continue to read your meter, bill for delivery services, as well as various other charges, and respond to emergencies.

Taxes/Fees. You will be responsible for any and all taxes, which may include, but shall not be limited to, gross receipts taxes and sales or use taxes imposed on Think and/or you by federal, state, and/or local authorities, that apply to your electricity supply and for

all fees, assessments, and government charges related to the Service(s). These taxes and fees will be included in the Rate and/or as a separate line item on your bill. You are responsible for paying any new or increased taxes imposed on us or you related to the Service(s) during the Initial Term or any Renewal Term of this Agreement.

Change in Law or Regulation. In the event that there is a change (including a change in interpretation) in any law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, regulatory body, or the regional Independent System Operator, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols, market rules, load profiles, capacity tags, demand measures, and such change results in Think incurring additional costs and expenses in providing the Service(s) contemplated herein, these additional costs and expenses may, at Think’s option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law. If there is a change as described in this section that impacts any term, condition, or provision of this Agreement, including, but not limited to price, we shall have the right to modify this Agreement to reflect such change. Think will provide you with 10 days’ advance notice of any such change.

Term. This Agreement will become effective, and your Service(s) will commence, with the first meter reading after (i) acceptance of the enrollment request by Think (at its discretion and consistent with the terms of this Agreement), (ii) the processing of the enrollment by your EDC, and (iii) the end of any applicable rescission period. The initial term of this Agreement (the “Initial Term”) is reflected on your Contract Summary. Service(s) will continue until the meter read date of the final month of the Initial Term, unless renewed. If you are on a Renewal Plan (defined below), your renewal term will take effect on the first meter read date following the date your new renewal is processed by Think or at the end of your current term, whichever is later, and will continue until the meter read date of the final month of the renewal term (“Renewal Term”).

Renewal Notice and Notification of Changes. When the Initial Term or any Renewal Term of this Agreement is approaching expiration, we will send you advance written notice between 30 and 60 days before the expiration date via email or U.S. mail. The notice will explain your renewal options, which may be under the same or different terms and conditions (“Renewal

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Plan”). If you fail to take action before completion of the Initial Term or any Renewal Term, Think will, in Think’s sole discretion, switch your account to EDC default service or continue serving you on a month-to-month basis based on monthly meter read cycles (referred to as “Rollover Term”) with no change to these TOS, *except* the Rate will be a monthly variable rate set by Think that reflects, among other things, the market rate of electricity supply, Think’s costs and margin, taxes and Independent System Operator charges. If you instead choose to cancel this Agreement at the end of the Initial Term or any Renewal Term, you understand that you are responsible for arranging to receive electric generation service from another entity either by selecting a new supplier or returning to the EDC’s default electricity supply service.

Cancellation/Termination. Residential Customers may terminate this Agreement for any reason at any time, with no fee or penalty, by providing written notice to Think via email or U.S. mail, or by contacting us at 1-888-923-3633. Small Commercial Customers may terminate this Agreement for any reason at any time, subject to an early termination fee of \$20 per month for each month remaining in the Term, by providing written notice to Think via email or U.S. mail, or by contacting us at 1-888-923-3633.

Think may also terminate this Agreement for any reason upon 30 days prior written notice via U.S. mail, without penalty to you or Think.

Upon any termination of the Agreement, unless you have selected another competitive supplier, you will return to the electricity supply service offered from your EDC.

Billing and Payment. You will receive a single bill for the Service supplied by Think and electricity delivery from your EDC at the monthly interval determined by the EDC. Your EDC may in some cases use estimated data for billing purposes. Payment is due according to your EDC’s billing due date. Your EDC may offer budget, levelized, or other payment plans. Your EDC may also offer low-income discount rates to eligible customers. Think will not contact a credit agency and does not require a security deposit. Bills not paid in full by the due date may incur a late payment fee on unpaid balances in accordance with the EDC’s billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. Think reserves the right to change billing methods and will provide you with 10 days’ advance notice if it should choose to do so.

Service Outage or Emergency. FOR SERVICE

PROBLEMS OR IN THE EVENT OF AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL EDC:

Eversource – Eastern Massachusetts: (800) 592-2000

Eversource – Western Massachusetts: (877) 659-6326

National Grid: (800) 465-1212;

Unitil: (888) 301-7700

Changes to Agreement. Think may change, modify, or amend this Agreement (including the TOS) by providing you with notice. Think will notify you at least 10 days before any change takes effect. If you do not cancel your Agreement before the effective date of the change stated in the notice, the change will become effective and deemed accepted by you on the date stated in your notice.

Promotion Eligibility. If you selected a Think product that is associated with a promotion, see the Promotion Terms document for details about eligibility. Think Energy’s *Think Basic* product is not associated with a promotion. If you selected the *Think Basic* product, you are not eligible to receive a promotion. If you are receiving service under a Renewal Term, you are not eligible for any promotion unless the Promotion Terms expressly state otherwise.

Customer Consent and Information Release Authorization; Credit Review. By choosing to enroll with Think and accept this Agreement, you authorize Think to obtain information from the EDC, including, but not limited to, account name, account number, billing address, service address, telephone number, default service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You further authorize Think to release that information to third parties who need to use or be aware of such information in connection with Service under this Agreement, as well as to Think’s affiliates and business partners for marketing purposes. However, your social security number, account number(s), or any other personal information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account or as required by law.¹ All authorizations provided herein will remain in effect for the Initial Term and, if applicable, any Renewal Term; however, authorization may be rescinded by you any time by contacting Think with the understanding that, if the authorization to release the information necessary to provides the Service(s) will require termination of this Agreement.

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Dispute Procedures. Contact Think with any questions concerning this Agreement or the Services by calling 1-888-923-3633 (toll-free), Monday - Friday 8AM – 8PM ET (note these hours may change); by sending a letter to Think, P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@thinkenergy.com. Think will refer all complaints and inquiries to a representative who will attempt to reach a mutually satisfactory resolution. If your complaint or inquiry is not resolved after you have called Think and/or the EDC, or for general information, you may contact the DPU for assistance toll-free at (877) 886-5066, or at DPUConsumer.Complaints@mass.gov, or by sending a letter to the DPU at: 1 South Station, 5th Floor Boston, MA 02110. You have a right to make a formal or informal complaint to the DPU or any regulatory body with authority to review your complaint. In addition, mediation is available for disputes greater than \$100. Nothing in the Arbitration, Waiver of Jury Trial, and Class Action Waiver Section below is intended to bar your right to make a complaint or request mediation.

Arbitration, Waiver of Jury Trial, and Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN MASSACHUSETTS. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. Think's Arbitration and Class Action Waiver Policy Addendum, which is available and provided to you during the enrollment process is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of the Arbitration and Class Action Waiver Policy, including your ability to opt out.

Warranties. THINK MAKES NO EXPRESS REPRESENTATION OR WARRANTIES WITH REGARD TO THE PROVISION OF ELECTRIC

SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE EXCEPT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point(s). TO THE FULLEST EXTENT PERMITTED BY LAW, THINK WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

Communication Policy. By using Think's website, services or products or contacting Think, you agree to Think's Communications Policy. Think's Communications Policy, which is available and provided to you during the enrollment process, is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of Think's Communications Policy.

Community Solar. By signing this Agreement, you authorize Think Energy to share your information with Think's affiliate, Energywell Community Solar, LLC ("Energywell"), which may contact you to offer a subscription to a community solar program in your area.

Force Majeure. Think will make commercially reasonable efforts to supply electricity, but Think will not be responsible for supplying Service in the event of circumstances beyond its control, such as events of "Force Majeure." Force Majeure events shall include,

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but shall not be limited to, acts of terrorism, strikes, sabotage, acts of God, pandemics, acts of governmental authority, and events beyond Think's control occurring with respect to the EDC, Independnet System Operator, or other third-party systems or assets. In the event that residential retail electric choice is terminated, you will be returned to your EDC's supply service.

Assignment. You may not assign this Agreement to any other person without the express written consent of Think or its successor in interest, as applicable. An assignment made by you without such required consent by Think will have no effect. Think may assign this Agreement, together with all rights and obligations hereunder, without notice, in connection with any financing or other financial arrangement, or, with notice, to another licensed retail competitive supplier. Consent is not required from you for Think to assign or pledge (whether absolute, collateral, or any other assignment or pledge), nor for any grant of a security interest in, or right to payment under this Agreement, and shall be binding on you and your successors.

Forward Contract and UCC. You and Think acknowledge and agree that the transactions contemplated by this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code ("Bankruptcy Code"), and further acknowledge and agree that Think is a "forward contract merchant," as that term is used in the Bankruptcy Code. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code - Sales of Massachusetts ("UCC") shall govern this Agreement, and energy shall be deemed a "good" for purposes of the UCC.

No Waiver. Any failure by a party to enforce any term or condition of or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of or to exercise rights under this Agreement.

Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court, arbitrator, or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

Survival. All representations, warranties, indemnifications, dispute resolution and arbitration provisions and limitations of liability contained in this

Agreement shall survive the termination of this Agreement, as well as any other obligations of the Parties hereunder which, by its terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Think's rights and the rights of others).

Governing Law. This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

Entire Agreement. This Agreement, including an agreement for arbitration and class action waiver, along with the Enrollment Documentation, Arbitration and Class Action Waiver Policy Addendum, Communications Policy, disclosure documents, renewal notices, and any and all other related documents, whether oral or written, constitute the entire agreement between you and Think relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Think or any of its agents concerning the subject matter of the Agreement.

Electronic Signatures. The Parties acknowledge and agree that this Agreement and all related agreements and documents related to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via a PDF) of an original signature.

Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid email address provided by you. By entering into this Agreement and providing us an email address, you authorize us to send written notices to you through electronic mail or other electronic means, as permitted by law. The decision to send written notices to you via electronic mail or other electronic means is at our sole discretion. If any email address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid email address to which we will send written notices. You are solely responsible for providing us with a valid email address.

[Final Page to Follow]

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TERMS OF SERVICE – FINAL PAGE

As part of the Terms of Service, Think confirms your electricity supply rate, the term of this rate, and your customer information, as reflected below:

Electricity Supply Rate: 12.9 cents per kWh

Term: 7 billing cycles

The information below reflects the date and time of your acceptance of the Terms of Service:

Customer Name and Authorized Representative (if applicable)

Signed

Date