

Frontier Utilities Northeast, LLC

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Customer Service Hours: Monday – Friday 7 am – 6 pm, Saturday 8 am – 5 pm CST

Electric Generation Supplier (EGS) License No. A-2013- 2387060

Pennsylvania Service Territory Electricity Terms and Conditions

Version Date: 01/21/2020

This is an agreement between Frontier Utilities Northeast, LLC (“Frontier”, “us”), and the customer (“Customer”, “you”). These terms and conditions together with the Electric Generation Supplier Contract Summary (“Contract Summary”), which are incorporated herein by reference, constitute the agreement between you and Frontier (the “Agreement”). Frontier is licensed by the Pennsylvania Public Utility Commission (“PUC”) as an Electric Generation Supplier (“EGS”) provider to offer and supply electric service in Pennsylvania. Subject to the terms and conditions of this Agreement, Frontier agrees to sell and deliver, and you agree to purchase and accept the quantity of electricity, as measured or estimated by your Electric Distribution Company (“EDC”), necessary to meet your residential or small commercial requirements based upon consumption data obtained by Frontier and upon the electricity delivery schedule of the EDC.

The Parties hereby agree as follows:

1. Purpose: The purpose of this Agreement is to authorize Frontier to become your electric supplier and you authorize Frontier to undertake whatever steps are necessary to accomplish your switch. Frontier will begin providing electric service to you on the next applicable meter read date after the EDC processes your enrollment and your service will continue throughout the term of this Agreement. Frontier’s electric service will be delivered to you using your EDC’s electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Agreement is to be used solely for residential or small commercial purposes. Frontier’s obligations under this Agreement are conditioned on you providing complete and accurate information, on you remaining an EDC distribution customer throughout the term and remaining under the applicable residential or small commercial electric rate class without delinquent payments or an active payment arrangement at the time of enrollment. The electricity will be delivered to your meter(s) whereupon you shall be deemed to have full possession and control of such electricity.

2. Right of Rescission: You may rescind this Agreement without fees or penalty within three (3) business days of receiving this Agreement. You can rescind by contacting your EDC, either in writing, orally, or electronically via email. Please provide your name, address, phone number, and account number and a statement that you are rescinding your Agreement. Please contact Frontier should you have questions regarding your right of rescission.

3. Definitions:

“Distribution Charges” are part of the basic service charges on every customer’s bill for delivering electricity from the EDC to your home or business. The distribution charge is regulated by the PUC. This charge will vary according to how much electricity you use.

“Generation Charge” are the charge for producing electricity. Generation prices and charges are set by the EGS you have chosen, which is Frontier. PUC does not regulate generation prices.

“Transmission Charge” are the charge for transporting electricity from the generation source to your EDC. The Federal Energy Regulatory Commission regulates retail transmission prices and services.

4. Pricing: For the initial term, your price for electric services provided under this Agreement is shown in the Contract Summary. For your reference, our electricity supply prices include Generation Charge and Transmission Charges and Gross Receipts Tax only. This price does not include Distribution Charges or any other EDC charges.

You acknowledge that the rate selected during enrollment is subject to our verification of your EDC service area, rate class, and historical usage/demand levels. If we find your meter(s) do not match the EDC service area, rate class, or usage/demand thresholds as stated during enrollment, Frontier may, in its sole discretion, terminate this Agreement.

Please see paragraph below for the type of product as disclosed in the Contract Summary.

Fixed Rate Plan: You will pay the fixed price as specified in the Contract Summary for the length of your initial term of this Agreement. The agreement will automatically renew on a month-to-month variable price until cancelled by you or Frontier in accordance with Section 15. If due to a change in market conditions, Frontier wishes to lower the price per kWh charged to you under an existing agreement, Frontier may do so without consent provided there are no other changes to the terms and conditions in this Agreement. You will incur charges for the EDC's delivery and distribution services.

Variable Rate Plan: Customers on a variable plan will pay a variable price per kWh, which is determined by Frontier in its sole discretion. The variable can be based on a variety of factors, and is not solely driven by current and future market prices or risks. The variable price can change without prior notice to you unless required by law. In some cases, the variable may vary significantly from the price during the initial term of this Agreement. The following are some, but not all, of the material factors that can influence Frontier's determination of the initial variable price at the end of your initial term and any subsequent changes to the variable price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply and demand factors affecting these prices, if desired) and Frontier's desired risk premiums on any pricing; (ii) Frontier's supply position in the market and its comfort level with respect to those positions; (iii) Frontier's expected gross margin, target gross and profit margins, and desired revenues; (iv) Frontier's customer counts and attrition; and/or (v) the prices charged by competitors, and the EDC. You may obtain the price for variable plans by calling Frontier Customer Care at the toll-free telephone number set forth below. You will incur charges for the EDC's delivery and distribution services.

5. Price Comparison: Because the EDC's default service rate generally change from time to time, Frontier cannot guarantee savings over EDC's default service rate during the Term or any renewals of this Agreement .

6. Billing and Payment Terms: You will receive a single bill, typically on a monthly basis, from your EDC that will contain both your Frontier and EDC's charges. You will pay your bill in accordance with the EDC's billing and payment terms. Your payment will be due to the EDC by the date specified in the bill. See Sections 7 and 10 below for information regarding late payment penalties. Your EDC may offer you budget billing or other payment plans, however Frontier does not offer budget billing for Frontier's charges.

7. Failure to Pay: In the event that you fail to pay your bill or fail to meet any agreed-upon payment arrangement while under the initial term or during any renewal period, your service may be terminated in accordance with your EDC's tariffs and your Agreement with Frontier may be automatically terminated, leading to late fees and/or early termination penalties (See Section 10 for more information). Frontier may cancel this Agreement for nonpayment upon fourteen (14) calendar days' advance written notice. Such disconnection and/or termination will not relieve you of your payment obligations to Frontier, including any applicable early termination fee, or to your EDC for service, up to the date of such disconnection and/or termination.

8. Switching: If you change your electric supplier, your EDC may apply a switching fee. If you return to your EDC after switching to a retail energy service provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDC. Frontier cannot guarantee a switch of your account to Frontier will occur by a specific date and Frontier will not be liable for delays in the process.

9. Metering: You agree to accept the measurements as determined by your EDC for the purposes of accounting for the electricity supplied under this Agreement. If EDC is unable to read your meter, it will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Frontier reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions. You may adjust invoices for any usage errors in accordance with applicable EDC rules.

10. Fees: Frontier will not charge you for starting or stopping this Agreement if accomplished within the terms of this Agreement. This does not prohibit an early termination fee or other penalty for failure to adhere to this Agreement.

Early Termination Fee: If your fixed price plan is terminated during the initial term of your Agreement, except as specifically set forth in Section 15 regarding Permitted Terminations, Frontier will assess you an early termination fee as set forth in the Contract Summary. Such charge is intended to compensate Frontier for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed rate plan. The early termination fee may be a flat fee or a certain amount multiplied by remaining months between the termination date and initial term end date. Frontier will not charge an early termination fee to a customer on a variable rate plan.

Late Fees: If you fail to remit payment to your EDC by the due date on the bill, Frontier may apply a onetime 5% late fee to the balance. In addition, all invoiced balances not paid in full by the due date are subject to EDC's late payment policies and procedures. Acceptance by your EDC of any partial payment from you will not relieve you of your obligation to pay the full amount owed.

Collection Fees: You shall be responsible for any and all collection costs incurred by Frontier.

11. Length of Agreement ("Term"): This agreement shall be binding as of the date that your enrollment or re-enrollment is accepted by us, which will not be before the expiration of your 3-day right of rescission as described above. Your service with us will begin on the meter read date set by your EDC (unless you and we otherwise agree), sometimes taking up to two billing cycles to complete, shall continue in effect for the period stated in the Contract Summary, unless terminated or renewed as provided in this Agreement. The Agreement will end on your meter read date at the end of such period.

12. Expiration of Term/Renewal/Change in Terms: If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two (2) separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. The initial notice will be provided between forty-five (45) and sixty (60) days before the end date of your Term or

of the changes in terms of service. The option notice will be provided at least thirty (30) days in advance of the expiration of the Term or of the changes in terms of service. If you find the change(s) unacceptable, you may choose another supplier or return to EDC service before the change(s) go into effect, without any penalty to you. If you do not respond to the notices, your service with Frontier will continue under the new terms and this Agreement, as amended, will automatically renew on a month-to-month basis or to another fixed term contract as set forth in the notices with no early termination fee.

13. Assignment: You may not assign the Agreement, in whole or in part, or any of your rights or obligations under the Agreement without our prior written consent. Frontier may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Agreement or its accounts, revenues, or proceeds, or (ii) assign this Agreement to an affiliate of Frontier or to any other person or entity succeeding to all or a substantial portion of the assets of Frontier. You will receive written notice at least fourteen (14) days' notice in the event of an assignment.

14. Information Release Authorization: Throughout the term of this Agreement, you authorize Frontier to obtain information from your EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on your bill from EDC, billing and payment information from EDC. You authorize Frontier to release such information to third parties that need to know such information in connection with your electric service. These authorizations shall remain in effect as long as this Agreement is in effect. If you fail to remit payment in a timely fashion, Frontier may report the delinquency to a credit-reporting agency. Frontier will not disclose your social security number and/or account number(s) without your express written consent except for purposes of Frontier's own collections and credit reporting, or in assigning a customer contract to another retail electric supplier.

15. Termination: The Agreement will automatically terminate if any of the following occurs: i) the requested service location is not serviced by the EDC; ii) you move outside the EDC service area or to an area not served by Frontier; or iii) Frontier returns you to the EDC's applicable tariff service, provided that Frontier is permitted to terminate the agreement under the terms and conditions of this Agreement.

Frontier's Termination Rights: We may terminate this Agreement if you fail to pay amounts due to us or otherwise fail to perform your obligations under this Agreement. We may also terminate this Agreement: (i) if your EDC is unable to read your meter for three (3) months in a row; (ii) if at any time you request separate bills from your EDC and Frontier; (iii) if the EDC removes you from their consolidated billing program and requires that Frontier bill you separately for your electric service; (iv) if for any reason Frontier is no longer able to economically continue this Contract; (v) if you have an outstanding payment arrangement with your EDC; (vi) due to a change in law or other act beyond Frontier's reasonable control (see Section 17), that adversely affect performance of services under this Agreement; or (vii) if the information provided by you is or becomes untrue. We will notify you in writing at least fourteen (14) days prior to termination of this Agreement.

Your Termination Rights: You may terminate without an early termination fee ("Permitted Terminations"): (i) as specified in Section 2 regarding rescission period; or (ii) if you move outside Frontier's service area or into an area where Frontier charges a different price, by providing Frontier with a forty-eight (48) hours prior notice of such move. You may terminate this Agreement during a month-to-month renewal period upon fourteen (14) days' notice effective as of the end of the next applicable meter read date after expiration of the required notice period.

16. Transfers of Service: If you move premises within the same utility service territory, you may choose to continue your existing agreement or establish a new agreement with Frontier at the new premise. You shall give Frontier fourteen (14) days' notice of intent to continue with Frontier at the new location. Frontier will enroll you and will become your electric supplier as of the new premise's next meter read. If the premise has a new meter, the EDC must provide service for one billing cycle, after which time Frontier may become your electric supplier.

17. Force Majeure: We will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electricity. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUC, accidents, strikes, labor trouble, required maintenance work, inability to access the EDC system, nonperformance of the EDC, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond our control. If a Force Majeure Event occurs which renders Frontier unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

18. Regulatory Changes: If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Frontier shall have the right to modify this Agreement to reflect such Regulatory Change by providing written notice of such modification to you.

19. Notices: By providing Frontier your email address and/or phone number, you agree to receive all notices and correspondence electronically, where permitted under applicable law. If we do not have your email address, all notices and correspondence from us will be mailed to the billing address on the account (or to the service address if there are issues with the billing address).

20. Rewards Program: For purposes of receiving rewards, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue service or change programs and (iii) have no past-due balance owed during the minimum required number of days stated in the offer. We reserve the right to disqualify any account holder from participation in reward programs.

21. Warranties: FRONTIER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

22. Risk of Loss and Indemnity: You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after receipt at the delivery point or points. You shall indemnify, defend, and hold harmless Frontier from any and 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 you.

23. Non-Reliance: You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of Frontier, other than the written representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, including the risk that Frontier's prices may be higher than your EDC's rates, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

24. Governing Law: 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 Pennsylvania. This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Pennsylvania, without giving effect to laws and rules governing conflicts of laws.

25. Limitation of Liability: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. NEITHER PARTY SHALL 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).

26. Entirety of Agreement / Modification of Agreement: It is the intention of the parties that this Agreement contains all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes all prior agreements, written or oral. Any alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

27. Dispute Resolution: Please contact Frontier with any questions concerning this Agreement or any dispute related to this Agreement. Frontier will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called Frontier and/or your EDC, or for general utility information, residential and business customers, an informal complaint may be filed through the PUC's Bureau of Consumer Services (BCS). The informal complaint may be filed by mail at: PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265 or toll free at 1-800- 692-7380 or online at www.puc.state.pa.us. **BOTH YOU AND FRONTIER AGREE TO IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OR RELATING TO THIS AGREEMENT**

28. Miscellaneous: By providing Frontier your email address and/or phone number, you agree to receive notices electronically, where permitted under applicable law. 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 Frontier to enforce any

term or condition of this Agreement, or to exercise any right under this Agreement, shall not be considered a waiver of Frontier'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, class action waiver and waiver of jury trial will survive the termination or expiration of this Agreement.

29. CONTACT INFORMATION:

Frontier Utilities Northeast, LLC
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P.O. Box 3265,
Harrisburg, PA 17105-3265
1-800-692-7380
<http://www.puc.state.pa.us/>

30. Emergency Service: The EDC will respond to outages and emergencies. In the event of electricity service interruption or other emergency, you should immediately call your EDC at the phone numbers identified on the Contract Summary.