

Frontier Utilities Northeast, LLC

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

Competitive Retail Electric Service (CRES) Provider Certification No. 14-795E

Ohio Service Territory Electricity Terms and Conditions

Version Date: 10/02/2018

This is an agreement between Frontier Utilities Northeast, LLC (“Frontier”, “us”), and the customer (“Customer”, “you”). These terms and conditions together with the Product Disclosure Summary, which are incorporated herein by reference, constitute the agreement between you and Frontier (the “Agreement”). Frontier is licensed by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Electric Service (“CRES”) provider to offer and supply electric service in Ohio. 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. Rescission Period: You will receive written notice from your EDC confirming your selection of Frontier as your electric supplier. You have the right to rescind your enrollment, without an early termination fee, within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU orally at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter. This Agreement is not binding until the seven (7) calendar days rescission period has expired and you have not rescinded your selection of Frontier as your electric supplier. Please contact Frontier should you have questions regarding the rescission period.

3. Pricing: For the initial term, your price for electric services provided under this Agreement is shown in the Product Disclosure Summary. This price does not include any EDC delivery and distribution charges, other EDC charges, applicable state sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on the EDC’s bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation). Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. You must provide Frontier with any applicable exemption certificates.

You acknowledge that the rate selected during enrollment is subject to our verification of your EDC service territory, rate class, and historical usage/demand levels. If we find your meter(s) do not match the EDC territory, 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 Product Disclosure Summary.

Fixed Rate Plan: You will pay the fixed price as

specified in the Product Disclosure 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 9. 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 that may vary monthly, without limits, in Frontier's sole discretion. You will receive notice of any price change when the price takes effect (i.e., when you receive your bill with the new price). You may obtain the price for variable plans by calling Frontier Customer Care at the toll-free telephone number set forth in Section 27. You will incur charges for the EDC's delivery and distribution services.

4. Billing and Payment Terms: You will receive a single bill, typically on a monthly basis, from your EDC for the cost of your electric service (as determined by Frontier and described in the Product Disclosure Summary), as well as the EDC's charges, and state and local taxes. 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 5 and 8 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. You have the right to request without charge to you, twice within a twelve (12) month period, up to twenty-four (24) months of your payment history for services rendered by Frontier.

5. 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 8 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.

6. 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.

7. 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.

8. 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 12 regarding Permitted Terminations, Frontier will assess you an early termination fee as set forth in the Product Disclosure 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.

9. Length of Agreement; Renewal: This Agreement shall commence on the first available switch date, and shall continue in effect for the period stated in the Product Disclosure Summary, unless sooner terminated as provided in this Agreement. Frontier will notify you at least forty five (45) days but not more than ninety (90) days prior to the end of your initial term. After the initial term and unless terminated by Frontier or you pursuant to Section 12 below, this Agreement will automatically renew on a month-to-month basis at a non-fixed rate. **The renewal is automatic and does not require your affirmative consent, although there may be a change to the price or the terms and conditions in this Agreement.**

10. 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.

11. 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 and to Frontier's affiliates and subcontractors. 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,

participation in programs funded by the universal service fund pursuant to 4928.52 of the Revised Code, or in assigning a customer contract to another retail electric supplier.

12. 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 14), 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.

13. Transfers of Service: If you move premises within the same-priced service area, 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.

14. 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 PUCO, 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.

15. 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.

16. Environmental Disclosure Label: You may access Frontier's environmental disclosure label associated with your account via Frontier's website at www.FrontierUtilities.com. This information is updated periodically following the requirements of the PUCO.

17. 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).

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 Ohio. This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Ohio without giving effect to laws and rules governing conflicts of laws.

23. 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).

24. 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.

25. 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 may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll-free), from eight a.m. to five p.m. weekdays, or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>. **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**

26. 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.

27. CONTACT INFORMATION:

Frontier Utilities Northeast, LLC
5161 San Felipe, Suite 320
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28. 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 Product Disclosure Summary.