1. REQUIREMENTS. Infinite Energy will sell to You, and You will purchase from Infinite Energy, all of your electricity needs for the service addresses specified in this Agreement ("Service"). As your REP, Infinite Energy will arrange for the delivery of your Service to You.

2. LENGTH OF AGREEMENT. This Agreement will begin on the date You enter into this Agreement and continue, at a minimum, for the length of time stated in the EFL. If You are a new Customer, your Service and rate will begin on the date of your first meter read following your confirmed enrollment; if You are a current Customer, your Service will continue and your rate will begin upon expiration of your existing Infinite Energy rate.

3. CONTRACT VOLUME. For the purposes of locking in your rate, if You select a Fixed Rate, Infinite Energy will base your monthly expected volume for the length of this Agreement on either one or a combination of the following methods:
   3.1. HISTORICAL USAGE: your previous twelve months consumption; or
   3.2. ESTIMATED USAGE: an estimate based on similarly situated customers’ consumption.

4. CREDIT. By applying for Service, You agree Infinite Energy may review your credit-worthiness; such review may include, but is not limited to, the following: (a) requesting information from consumer credit reporting agencies; (b) requesting information from any references you provide; (c) requesting information from financial reporting and credit assessment services; (d) reviewing your payment history with Infinite Energy; and (e) requesting a payment reference letter from your previous REP to review your payment history. If You do not meet Infinite Energy’s credit requirements, Infinite Energy may (e) refuse to provide You service; (f) require You to pay a deposit; (g) require You to provide a letter of credit or third party payment guarantee; or (h) require pre-payment for Service.

5. DEPOSITS. If You do not meet one or more of the credit criteria listed above, Infinite Energy may request a deposit, which must be paid on demand. http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf Deposit requirements are as follows:
   5.1. INITIAL DEPOSIT: If you are a new customer, an initial deposit may be required prior to initiation for all new service. If You are an existing or returning customer, You may be required to pay an initial deposit if: (a) You were late paying an invoice more than once during the previous twelve months of service, or (b) your Service was disconnected for nonpayment during the previous twelve months of service.
   5.2. ADDITIONAL DEPOSIT: A second deposit, in addition to the initial deposit, may be required from an existing or returning customer if (a) the average invoice over the immediately preceding twelve months is at least twice the amount of the original estimate of your monthly usage, or (b) your Service was disconnected for nonpayment during the previous twelve months of service.
   5.3. Deposit Amount for Residential Accounts: Your total deposit requirement will not exceed an amount equal to the greater of (a) the sum of your estimated invoices for the next two months, or (b) one-fifth of your estimated annual usage.
   5.4. Deposit Amount for Commercial Accounts: Your total deposit requirement will not exceed the amount described on your Letter of Authorization/Service Summary.
   5.5. INTEREST ON DEPOSITS: Deposits held more than thirty days will accrue interest from the date of receipt at the annual rate established by the Public Utility Commission of Texas ("PUCT"). Accrued interest will be credited pursuant to the REFUND OF DEPOSIT section, or You may request to have the interest credited to your account annually.
   5.6. REFUND OF DEPOSIT: Upon (a) twelve (Residential Accounts) or twenty-four (Commercial Accounts) timely, consecutive, monthly payments, or (b) termination of Service, Infinite Energy will apply your deposit, plus any accrued interest, to your account. Upon termination of Service, if the deposit refund creates a credit balance on your final invoice, Infinite Energy will refund the credit balance to You.
   5.7. LITE-UP PROGRAM: If, as a Residential Customer, You (a) qualify for the LITE-UP program, and (b) provide proof of your qualification to Infinite Energy, You may pay any required deposit which exceeds fifty dollars ($50) in two installment payments.

6. BILLING AND INVOICING. Infinite Energy will generate and send You a monthly invoice for your Service. Each invoice will be based on usage and other information received from your Transmission and Distribution Service Provider ("TDU"). If your TDU does not forward a meter read to Infinite Energy for an invoice period, then, Infinite Energy may send You an estimated invoice for the period. Infinite Energy may, in its sole discretion, prorate your invoice to manage price and usage variation across invoice cycles. Infinite Energy reserves the right to include on your invoice any charges or credits necessary to correct estimated invoices, meter read errors, miscalculations of taxes, fees, or other charges, invoice errors, and any other error or omission. Your invoice is due upon receipt; however, You must pay all charges incurred on your account(s), even if You do not receive an invoice, through your final date of Service. To request a copy of your invoice, please contact Infinite Energy.
   6.1. E-BILLING: To enroll in electronic billing, if available, contact Infinite Energy.
   6.2. BUDGET BILLING: Upon request, Infinite Energy will enroll your account in budget billing, so long as your account is not delinquent. Budget billing consists of a level monthly payment plan based on: your estimated monthly usage, which is determined by reviewing your past twelve billing cycles, and your rate structure. At its sole discretion but no less than once every twelve (12) months, Infinite Energy will review your account, reconcile your budget billing option, and determine your new monthly payment. Budget billing will be cancelled upon your request or if your account becomes past due or is terminated; if budget billing is cancelled, your account will be reconciled, and any credit or unpaid balance will appear on your next invoice.

7. OTHER FEES. You are responsible for the payment of any fees and costs charged by your TDU or Infinite Energy. Examples include:
   7.1. LATE PAYMENT PENALTY: Your invoice will be considered late if payment is not received by Infinite Energy on or before the payment due date. Infinite Energy is not responsible for postal or other delays, which may result in a late payment. Each late invoice may incur a late fee equal to five percent (5%) of the new charges reflected on such invoice.
   7.2. RETURN PAYMENT FEE: Infinite Energy may charge thirty dollars ($30.00) for each payment rejected by your bank for any reason.
   7.3. EARLY TERMINATION FEE: Infinite Energy may charge an early termination fee, which is defined in LIQUIDATED DAMAGES, below.
   7.4. TDU FEES: You may be charged TDU Delivery Charges (the total amounts assessed by a Transmission and Distribution Utility ("TDU") for the delivery of electricity to a customer over poles and wires and other TDU facilities not including discretionary charges) and non-recurring and/or discretionary TDU charges. These charges will be passed through to You without additional mark-up, and will be included in your per kWh Energy Charge or charged to you as a separate item on your invoice, as determined by Infinite energy and described on your EFL. Examples of...
non-recurring and/or discretionary TDU charges include, but are not limited to, the following: out-of-cycle meter read fees, connection fees, disconnection fees, and reconnection fees. All TDU charges are described in your TDU’s PUCT-approved tariff and are available from your TDU’s website as listed on the YRAC.

7.4.1. Metering & Customer Charge: Includes all TDU recurring monthly charges, which may include but is not limited to the Customer Charge, Metering Charge, Competitive Metering Credits, Energy Efficiency Cost Recovery Factor, or Advanced Metering Cost Recovery Factors, as described in your TDU tariff.

7.4.2. Delivery Charge: Includes all TDU recurring charges that are billed on a per-unit basis, which may include but is not limited to the Transmission System Charge, Distribution System Charge, System Benefit Fund, Transition Charge(s), Nuclear Decommissioning Charge, Transmission Cost Recovery Factor, or Rate Case Expense Surcharge, as described in your TDU tariff.

7.4.3. Demand Charge: The demand charge is a PUCT-approved billing mechanism used by your TDU to recover the cost of providing transmission and distribution service to non-residential customers with a maximum load greater than 10 kW/kVa. If your TDU determines that your service location is or becomes eligible for a demand charge, it will be passed through to you without markup. You agree to pay for any and all demand charges passed through to you from your TDU. For additional information, please see your TDU tariff or call us.

7.5. INTEREST: Infinite Energy reserves the right to charge interest at the rate of twenty-four percent (24%) per annum or the maximum amount allowed by law, whichever is less, on any outstanding balance once your Service is terminated.

7.6. DISCONNECTION AND RECONNECTION AFTER NON-PAYMENT: Infinite Energy may charge You a $20 disconnection fee for processing an electric service disconnection transaction. Infinite Energy may charge You a $20 reconnection fee for processing a reconnection transaction on your account. Disconnection and Reconnection charges are in addition to any such fees passed through from Your TDU (see OTHER FEES: TDU FEES) and will be assessed if and when the transaction is processed regardless of whether your service is actually disconnected by Your TDU.

8. TITLE AND TAXES. Title to your Service will pass from Infinite Energy to You when your Service is received by the TDU. Each Party will indemnify and hold harmless the other from all taxes, royalties, fees, or other charges incurred with respect to the Service to which it has title; You are responsible for any taxes, fees, or charges imposed simultaneously with the transfer of title. You are responsible for the payment of any taxes and government charges imposed upon your Service. You must give Infinite Energy any tax exempt certificates related to your Service.

9. DISPUTE PROCEDURE. If You dispute any amount, You must notify Infinite Energy. The undisputed portion of your account must be paid when due; after giving notice of your dispute, You may withhold payment for the disputed portion only. You will refrain from taking any legal action with regard to the disputed amount until a final determination is made by Infinite Energy, in its sole discretion, as to the validity of the charge or fee. If determined to be valid, all disputed amounts will become due immediately, and late fees may be assessed to your account from the original date.

10. PAYMENT OPTIONS. Infinite Energy will accept the following methods of payment for your invoice:

10.1. CHECK OR MONEY ORDER: You can mail a check or money order to Infinite Energy, PO Box 660905, Dallas, TX 75266-0905.

10.2. CASH: You can pay in cash at any MoneyGram ExpressPay® location. MoneyGram may charge You a fee for using their service. To locate a MoneyGram ExpressPay location near You, please call Moneygram’s toll-free agent at 1-800-555-3133.

10.3. AUTOMATED PAYMENTS: You can enroll in automated recurring credit card or ACH payment by contacting Infinite Energy. There is currently no additional charge to enroll and use Automated Payments; should this change, Infinite Energy will notify You prior to charging your account.

10.4. ONLINE PAYMENTS: You can register and pay online at www.infiniteenergy.com; when registering, You will need your name and account number as they appear on your invoice. A processing fee may be assessed for each such payment. Customers enrolled in E-Billing are not charged a fee for payments made at www.infiniteenergy.com.

10.5. PAYMENT BY PHONE: You can pay by telephone via ACH debit, VISA, MasterCard, and Discover; a processing fee may be assessed.

10.6. RETURNED PAYMENTS: If You have two or more returned payments during any twelve month period, Infinite Energy may require You to pay your invoices by cash, money order or cashier’s check.

11. CUSTOMER ASSISTANCE. Any customer assistance program, which allows deferred payments on your account, may create a late payment penalty assessment on your account pursuant to PUCT rules. The following customer assistance programs may be available to You:

11.1. PAYMENT ARRANGEMENTS AND ASSISTANCE PROGRAMS: If You are unable to pay your invoices in full in a timely manner, You may qualify for a payment arrangement or a payment assistance program through Infinite Energy or an independent energy assistance program. For eligibility requirements for Infinite Energy’s arrangements and programs, please contact Infinite Energy. If You qualify for an independent energy assistance program, You must notify Infinite Energy with a written notification from the agency or program; the notification must include your name, your Infinite Energy account number, the approved assistance amount, and the date when payment will be remitted to Infinite Energy.

11.2. LOW INCOME DISCOUNTS: If You are a low income customer and qualify for the LIFE-UP program, You may be eligible for certain benefits; for eligibility requirements, please contact Infinite Energy.

11.3. CRITICAL CARE CUSTOMERS: If an interruption or suspension of your Service will create a dangerous or life-threatening condition, You may qualify as a critical care customer. Upon request, Infinite Energy will provide You with a Critical Care Eligibility Determination Form, which You must complete and return to Infinite Energy. Infinite Energy will forward your completed form to your TDU for qualification review. Once You are qualified as a critical care residential customer, the designation is valid for one year, and Infinite Energy will send You a renewal application prior to the expiration of your designation. Designation as a critical care customer does not waive any deposit requirement nor does it relieve You from your obligation to pay Infinite Energy for Services rendered.

12. CONDITIONAL PAYMENTS. Any form of payment sent to Infinite Energy for less than the full balance due, which is marked “paid in full” or is tendered as full satisfaction of the balance, may be treated, in Infinite Energy’s sole discretion, as (a) a partial payment on your account or (b) improper payment and refused by Infinite Energy. Infinite Energy reserves all rights concerning these payments.
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13. **NO WARRANTY.** Except as expressly set forth herein, Infinite Energy makes, and You receive, no warranty, express, implied, or statutory. Infinite Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

14. **FORCE MAJEURE.** Except for any obligation to make payments when due, neither Party will be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the Party claiming Force Majeure, and may include acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery or transmission lines, partial or complete loss of Infinite Energy’s supply, and actions of any government authority which result in conditions, limitations, rules, or regulations that materially impair either Party’s ability to perform hereunder, and which could not have been prevented by the affected Party through its own due diligence; or any similar cause beyond the control of the Party failing to perform. You understand a Force Majeure event may cause a partial or complete loss of Infinite Energy’s supply, and such event and the loss of supply are expressly included herewith. The affected Party will give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

15. **LIMITATION OF LIABILITY.** Infinite Energy does not generate, transmit, or distribute your Service and does not guarantee your Service will be continuous or uninterrupted. Accordingly, Infinite Energy will not be liable to You or any other party for any losses, special, incidental, indirect, consequential or punitive damages arising from the TDU’s service, structural damage, and/or a breach of this Agreement. In no event, will Infinite Energy’s liability in connection with this Agreement exceed the difference between the replacement rate for your Service and your rate under this Agreement multiplied by your consumption.

16. **ASSIGNMENT.** This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, You may not assign this Agreement without Infinite Energy’s prior written consent and any purported assignment without such consent may be void in Infinite Energy’s sole discretion. Customer hereby acknowledges and consents to Infinite Energy’s assignment or subrogation of all Infinite Energy’s rights and obligations of this Agreement. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict Infinite Energy’s assignment or subrogation of this Agreement, this provision shall control.

17. **VERBAL RECORDINGS.** Infinite Energy may electronically record all telephone conversations with You without further notice.

18. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement constitutes the entire understanding between the Parties. No modification or amendment of this Agreement will be binding on either Party unless in writing and signed by an authorized representative of each Party.

19. **INTELLECTUAL PROPERTY RIGHTS.** Intellectual Property rights are defined as any and all tangible and intangible rights, title and interest in and to: (a) works of authorship, including but not limited to copyrights and all derivative works thereof, (b) trademarks and trade names, (c) confidential information, trade secrets and know-how, (d) all intellectual property rights whether arising by operation of law, contract, license, or otherwise, and (e) all registrations, initial applications, renewals, extensions, divisions or reissues thereof now or hereafter in force. Any Intellectual Property right created, made, or originated by Infinite Energy will be the sole and exclusive property of Infinite Energy. Any unauthorized reproduction by You and any other person or entity acting on your behalf, will constitute an infringement of said Intellectual Property right.

20. **NO WAIVER.** A waiver of any right or obligation under this Agreement must be in writing and signed by an authorized representative of the Party granting the waiver; each waiver is a one-time waiver and will not operate as a continuing or future waiver of any other right or obligation.

21. **MATERIAL CHANGE.** In the event Infinite Energy makes a material change to this Agreement, Infinite Energy will send you any PUCT- required notice of such change at least 14 days in advance of the date the change takes effect and will provide you an opportunity to terminate this Agreement. http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.475/25.475.pdf

22. **EXPIRATION AND RENEWAL.** No less than thirty days prior to the expiration of this Agreement, Infinite Energy will notify and inform You of all available options. Upon expiration of this Agreement, if You do not enter into a new agreement with Infinite Energy, or terminate this Agreement, then this Agreement will automatically renew on a month-to-month basis; provided, however, your rate will be Infinite Energy’s then-effective standard variable rate, which varies from month to month.

23. **TERMINATION OF AGREEMENT BY YOU.** If You decide to terminate this Agreement, Infinite Energy will not interfere with your right to obtain Service from another REP.

23.1. **TERMINATION DURING RESCISSION PERIOD.** If You are switching your Service to Infinite Energy from another REP, You have the right to rescind this Agreement, without fees of any kind, within three federal business days of receiving your Terms of Service. You may rescind by providing verbal notice to Infinite Energy at (877) 604-3489. Any notice must clearly state your name, your Service address(es), your phone number, your ESI ID, your Infinite Energy account number (if available), and a statement expressing your intent to invoke your three day right of rescission.

23.2. **TERMINATION AFTER RESCISSION PERIOD.** If you terminate this Agreement after the rescission period but before expiration of this Agreement, such termination will be deemed an early termination, unless: (a) your termination is due to a move to a new premise and you have provided sufficient evidence of your move and a forwarding address; (b) your termination is pursuant to the MATERIAL CHANGE section, or (c) You terminate this Agreement in the last fourteen days before your contract expiration date. If You terminate this Agreement pursuant to one of the reasons specified in (a), (b), or (c) of this section, no Early Termination Fee will apply.

24. **TERMINATION OF AGREEMENT BY INFINITE ENERGY.** In the event Infinite Energy terminates this agreement, as described herein, Infinite Energy will not be subject to liquidated damages.

24.1. **DISCONNECTION OF SERVICE.** Infinite Energy may disconnect your Service for non-payment of your account, or pursuant to PUCT rules. In the event of disconnection for non-payment of your account, Infinite Energy will provide You with at least ten days prior written notice. http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.483/25.483.pdf

24.2. **REFUSAL OF SERVICE.** Infinite Energy may refuse to provide Service to You pursuant to PUCT rules. http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf

25. **MATERIAL BREACH.** The following events will each be deemed a material breach of this Agreement: non-payment by You which results in a termination of this Agreement; failure to pay a deposit assessed under this Agreement; reduction of your requirements to zero for a period greater than
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thirty days; your early termination of this Agreement; theft of electricity; your infringement of any Infinite Energy Intellectual Property right; and your insolvency, bankruptcy, or appointment of a receiver. Once a material breach has occurred, Infinite Energy may, in its sole discretion, (a) convert your price to Infinite Energy’s standard variable rate; (b) disconnect your Service; and/or (c) terminate this Agreement. If You commit a material breach of this Agreement. You will pay all costs incurred by Infinite Energy as a result of the breach. Costs include, but are not limited to, reasonable attorney’s fees and costs (including in-house legal fees), court costs, and any third party collection fees, which Infinite Energy incurs.

26. LIQUIDATED DAMAGES: RESIDENTIAL ACCOUNTS. You and Infinite Energy agree damages, as a result of your material breach of this Agreement, would be difficult, if not impossible, to determine; therefore, if a material breach occurs, Infinite Energy may, in its sole discretion, assess, and You agree to pay, liquidated damages (“Early termination Fee”) in the amount stated in the “Disclosure Chart” of your EFL.

27. LIQUIDATED DAMAGES: COMMERCIAL ACCOUNTS. You and Infinite Energy agree damages, as a result of your material breach of this Agreement, would be difficult, if not impossible, to determine; therefore, if a material breach occurs, Infinite Energy may, in its sole discretion, assess, and You agree to pay, Liquidated Damages in an amount equal to Lost Profits plus Damages.

27.1. LOSt PROFITs. Lost Profits are defined as sum of the average monthly invoices for each account covered hereunder.

27.2. DAMAGES. Damages are defined as the Net Gas Costs multiplied by the Adjusted Volume. The Net Gas Costs are determined by taking the positive difference, if any, of the wholesale price of natural gas on your Early termination date from the wholesale price of natural gas on your enrollment date. The Adjusted Volume is determined by multiplying the Contract Volume for each month remaining under this Agreement by the Infinite Energy Heat Rate factor, which is stated on your Letter of Authorization.

28. SEVERABILITY. If any provision of this Agreement is found to be unenforceable, then such provision will be stricken and the remainder of this Agreement will remain in full force and effect.

29. GOVERNING LAW AND VENUE. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without recourse to such state’s choice of law rules. Exclusive venue for resolution of any dispute is Dallas County, Texas, and the Parties consent to the personal jurisdiction of said courts. You waive any and all rights to assert a defense of inconvenient forum or lack of personal jurisdiction. This Agreement is subject to and conditioned upon all applicable local, state and federal laws, your TDU tariff on file with PUCT, PUCT rules and regulations (http://puc.state.tx.us/agency/rulesnlaws/subrules/energy/Electric.aspx), and ERCOT protocols (http://www.ercot.com/mktrules/nprotocols/current); the Agreement includes any amendments made by PUCT, ERCOT, or your TDU from time to time. Infinite Electric LLC d/b/a Infinite Energy is certified as a REP by PUCT under certificate number 10196.

30. JURY WAIVER. Both Parties hereby irrevocably waive all rights to trial by jury.

31. ANTIDISCRIMINATION POLICY. Infinite Energy does not discriminate based on a customer’s race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Infinite Energy will not use credit or utility payment data as the basis for determining the price for Service on any residential contract with a term of twelve months or less.

32. INFINITY ENERGY CONTACT INFORMATION. If You have any questions or need assistance, You may contact Infinite Energy as follows: www.infiniteenergy.com; via email at Care@InfiniteEnergy.com; via telephone at (877) 604-3489; via facsimile at (866) 427-7845; and via U.S. Mail at 7001 SW 24th Avenue, Gainesville, FL 32607. Infinite Energy’s Customer Care hours are: 8:00 a.m. – 5:00 p.m. M-F CST.

33. CONFIDENTIALITY. Any information pertaining to You collected by Infinite Energy during the course of providing Service shall be kept confidential. The existence of this Agreement and the terms contained herein are deemed to be confidential. Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the terms of this Agreement to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the Party, or prospective purchasers of all or substantially all of a Party’s assets or of any rights under this Agreement, provided such persons shall have agreed to keep such terms confidential except for the following: (a) in order to comply with any applicable law, order, regulation, or exchange rule; or (b) to the extent necessary for the enforcement of this Agreement. In the event disclosure is required by a governmental body, applicable law, or proceeding, the disclosing party may disclose such information to the extent so required, but shall use reasonable efforts to prevent or limit the disclosure of any confidential information, and shall cooperate (consistent with the disclosing party’s legal obligations) with the other Party’s efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party. Subject to the limitations on liability set forth herein, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.