



## TERMS OF SERVICE: Massachusetts

Effective December 2014

The following is your Terms of Service ("Agreement") with Town Square Energy, LLC ("TSE"), for the purchase of residential or small commercial electric service. TSE is licensed by the Massachusetts Department of Public Utilities ("DPU") to offer and supply electric generation services in Massachusetts. The words "we", "us", "our" and "TSE" refer to Town Square Energy, and the words "you" and "your" refer to the Customer. This Agreement governs your purchase of electric generation services from TSE. TSE agrees to sell, and you agree to buy, the quantity of electricity delivered to you, as measured or estimated by your local distribution company ("LDC"). Please retain this Agreement for your records.

### CONTRACT SUMMARY

<b>Electric Generation Supplier Information</b>	www.TownSquareEnergy.com customercare@townsquareenergy.com 1-877-430-0093 16233 Kenyon Ave, Suite 210, Lakeville MN 55044
<b>Generation Supply Price and Contract Term</b>	The plan will have a fixed rate of 13.9 cents/kWh until your November 2015 meter read. Thereafter, plan will convert to TSE's month-to-month Variable Rate and shall apply and remain in effect until the Agreement is terminated.
<b>Incentives</b>	\$50 dining voucher after service start date is provided by LDC
<b>Contract Start Date</b>	Electric service will begin upon the first meter read following the date on which your LDC successfully changes your supply service to TSE.
<b>Renewal Terms</b>	TSE will provide you with notification 30 to 60 days prior to your contract expiration. In this notification, you will be reminded of your default rate at expiry and will be provided information regarding your options for renewal plans.
<b>Applicable Contract Fees</b>	The penalty for cancellation before your November 2015 meter read is \$10 per month remaining on the contract term.
<b>Renewable Disclosure</b>	This product meets the Statutory and Regulatory requirements of Massachusetts for renewable content.
<b>Deposit Requirements</b>	There is no deposit required to enroll with TSE.
<b>Statement Regarding Savings</b>	The Fixed or Variable price may exceed the LDC basic service generation rate. Variable rates are not capped or limited, and may exceed the LDC basic service generation rate.
<b>Massachusetts DPU Consumer Division</b>	One South Station, Boston, MA 02110 1-877-886-5066
<b>Utility/LDC</b>	National Grid: 1-800-322-3223 and 1-800-465-1212 (outages)

**RIGHT TO RESCIND:** You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this Agreement. To cancel this Agreement, you can write us at 16233 Kenyon Ave, Suite 210, Lakeville MN 55044, call 1-877-430-0093, email customercare@townsquareenergy.com or text 1-952-641-7872.

**PRICING:** Your rate includes generation services only and does not include any applicable taxes. If you have been a customer of the LDC's basic (or default) service generation rate, you may compare your rate to the LDC's basic service generation rate by referring to the supplier services portion of your most recent electric bill or the LDC's website. In addition, you are responsible for paying your LDC's distribution and transmission charges as well as any other applicable charges. Please note that variable rates can increase without notice and may exceed your LDC's basic service generation rate.

**TERM:** For new customers of TSE, service of the Initial Term under this Agreement will begin on a date specified by your LDC. Prior to the end of the Initial Term or any Renewal Term, TSE will provide you written notice of renewal, including the term of such renewal ("Renewal Term") and the pricing plan that will apply during the Renewal Term ("Renewal Notice"). This Agreement will automatically renew at the pricing plan and for the Renewal Term set forth in the Renewal Notice unless you request we cancel your service or you enter into a new contract with TSE that replaces this Agreement.

**CANCELLATION/TERMINATION:** To cancel this Agreement, you may call or email TSE at the contact information provided within this Agreement. When you cancel services, you agree to pay for the services provided by TSE through the date you are switched to another electric supplier or returned to the LDC for service. You are responsible for all charges incurred through the date on which cancellation is effected by the LDC in addition to any early cancellation fee specified in this agreement. Once your service has begun, it will continue indefinitely until canceled by either you or TSE.

**ACCESS TO CUSTOMER INFORMATION:** By entering into this Agreement, you agree that your LDC may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account numbers, historical usage information, peak electricity demand and payment history. We will not give or sell your information to any unaffiliated third party without your consent unless we are required to do so by law.

**SERVICE and SERVICE INTERRUPTION:** TSE will supply all the electricity that you need for your home or business. TSE is a retail marketer of electricity and not your LDC. The LDC will continue to deliver electricity to your home or business, read your meter, bill you, and make repairs. The LDC will also respond to emergencies and they will remain your point of contact in the case of power outage. You acknowledge and understand that your LDC remains responsible for delivery of electrical power to you. In no event shall TSE or any person or entity affiliated with TSE be deemed responsible for service interruption or any other problem with the delivery of electrical power to you. In the event of an emergency or power outage you should call the LDC that supplies power to your local area.

**BILLING AND PAYMENT:** You will receive one monthly bill from your LDC that includes the TSE generation charge and the LDC delivery charges each with taxes thereon. You will make payments for both the TSE generation charge and the delivery charges directly to your LDC in accordance with your LDC's payment terms. The LDC will set the date that your payment is due. Your bill will be based on the monthly meter reading by the LDC. In the event that the LDC later adjusts its reading for any reason, TSE's charges will be similarly adjusted. Please consult your LDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms. Please also consult your LDC's website or tariffs for information regarding LDC basic service delivery rates for your electric service.

**TERMINATION BY TOWN SQUARE:** In accordance with applicable laws, rules and regulations, including those governing termination of service, TSE reserves the right to terminate this Agreement: i) if your LDC is unable to read your meter for 3 consecutive months, or ii) if at some future date there is a change in any law, regulation, market rule or tariff that materially impairs TSE's ability to fulfill its obligations under this Agreement. We will provide you with at least 15 days' prior written notice of our intent to terminate this Agreement for any of the reasons specified in i) or ii) above. In addition we reserve the right to terminate this Agreement at any time for our convenience with advance written notice to you of at least 30 days. Upon termination of the agreement by you or us, you will be responsible for all TSE generation charges incurred hereunder until your account is transferred to LDC basic service or to another competitive electricity supplier.

**COMPLAINTS AND DISPUTE RESOLUTION:** Please contact a TSE customer service representative by telephone or via email if you have questions or concerns regarding your bill or our service. If you are not satisfied with our initial attempt to resolve the problem, we ask that you request to have your issue escalated within our organization. If you remain unsatisfied, you may seek assistance from the Massachusetts DPU. Contact information for TSE Customer Care and the DPU is found on p.1 of this Agreement.

**ASSIGNMENT:** This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of TSE, any person or entity succeeding to all or substantially all of the assets of TSE, or to a competitive supplier licensed to do business in Massachusetts. We shall provide you with 30 days' written notice of any such assignment. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, TSE shall have no further obligations hereunder.

**LIMITATIONS OF LIABILITY:** TSE's LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR LARGEST MONTHLY INVOICE FOR ELECTRIC GENERATION SERVICE DURING THE PAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING TERMINATION OF THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFIT OR REVENUES), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING HEREUNDER.

**NO WARRANTIES.** TSE MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND TSE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ACCEPTANCE AND CHANGE IN LAW:** This Agreement shall not become effective until accepted by TSE. This Agreement may be modified from time to time in accordance with MA DPU rules and shall govern TSE's provision of generation service under this Agreement. This Agreement is subject to any future legislation; orders, rules, or regulations of the MA DPU; or tariff or policy changes of the LDC. These changes are beyond the control of TSE, and may impact the terms and/or price of this Agreement.