

Consolidated Edison Solutions, Inc. Residential and Small Commercial Electricity Sales Agreement – Massachusetts

1. **ELECTRICITY SUPPLY SERVICE.** Consolidated Edison Solutions, Inc. (“ConEdison Solutions,” “our,” “us,” or “we”) is licensed (CS-042) by the Massachusetts Department of Public Utilities (“DPU”) to supply electricity to customers in the Commonwealth of Massachusetts; however, the DPU does not regulate the prices that we charge our customers. ConEdison Solutions agrees to sell, and you agree to purchase, your full electricity requirements in accordance with the terms and conditions set forth herein for the account(s) and at the price specified on the first page of this Electricity Sales Agreement (“Agreement”). The electricity supplied by ConEdison Solutions will be delivered to you by your Local Electric Distribution Company (“LDC”).

2. **PRICE AND TERM.** The price and initial term (“Term”) of this Agreement is set forth on the first page of the Agreement. The price is a fixed price that will not change for the specified term. The price does not include other costs, including transmission and distribution charges, system benefits charges and taxes. After the initial Term, this Agreement will automatically renew for additional fixed price renewal terms as provided in the Automatic Renewal section below until terminated in writing by you or us as provided in the “Termination” sections below. In order to compare (i) the per kWh price that you pay under this Agreement with (ii) the basic (or default) service rate available from your LDC, you should contact your LDC and/or consult the LDC’s website for information regarding your LDC’s basic service rate. Your LDC’s website also contains information on how to find your current electric generation service rate on your bill.

3. **RENEWAL.** If ConEdison Solutions desires to renew the Agreement, then not less than 30 days nor more than 60 days prior to the end of the initial Term (and each subsequent Term), ConEdison Solutions will notify you of the pending renewal. The notice will include: (1) any changes to material terms and conditions, including the electricity term and price, of this Agreement; (2) information on how you can terminate this Agreement at the conclusion of the Term without penalty; and (3) a statement that terminating the Agreement without selecting another supplier will return you to your LDC’s basic service. This Agreement will automatically renew unless you cancel the renewal by notifying ConEdison Solutions within 15 days of your receipt of such notice.

4. **INFORMATION DISCLOSURE LABEL.** The Information Disclosure Label (“Label”) required by 220 C.M.R. §11.00 will be provided to you in your Welcome Letter. You may also obtain the Label at any time electronically through our website at <http://conedsolutions.com/contentlabels>. You may also request that a copy of the Label be mailed to you, at no charge, by contacting us at 1-888-320-8891.

5. **BILLING AND PAYMENT.** Your LDC will provide you with a single monthly bill which will include the charge for the electricity provided by ConEdison Solutions and the charges for the distribution, transmission and other services provided to you by your LDC. 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, ConEdison Solutions’ charges will be similarly adjusted. You will make payment for all of these services directly to the LDC in accordance with the payment terms stated in your LDC’s tariffs, which may include a late payment fee if your payment is not timely.

6. **BUDGET BILLING//FINANCIAL ASSISTANCE PROGRAMS.** At this time, budget billing is

not available in Massachusetts for electricity supply from ConEdison Solutions. Please contact your LDC to determine eligibility for discount rate, energy efficiency or other financial assistance programs offered by your EDC.

7. **TITLE AND TAXES.** Unless we notify you otherwise, title to the electricity sold hereunder shall pass from us to you when it is delivered to the LDC. You shall be responsible for applicable transfer, sales or other taxes and charges related to this transaction, however designated, unless prior to execution of this Agreement you have given us and your LDC applicable, valid tax exemption certificates.

8. **FORCE MAJEURE.** Except for your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" means occurrences beyond a party's reasonable control, including, without limitation, acts of God, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, civil disturbances, shortage or unavailability of transmission facilities, and actions of any governmental authority or your LDC which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any event of Force Majeure relied upon and use commercially reasonable efforts to promptly resolve the event of Force Majeure.

9. **LIMITATION OF LIABILITY.** ConEdison Solutions' liability in connection with this Agreement shall in no event exceed the difference between the reasonable cost of replacing any unsupplied electricity and the price under this Agreement. NEITHER CONEDISON SOLUTIONS NOR YOU SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

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

11. **CHANGE OF SERVICE LOCATION.** You must notify both your LDC and ConEdison Solutions 45 days in advance of a change in your residence or business address. A final meter read will be made at your old service location, the account at such address will be closed, and you will be responsible to pay for the electricity delivered to such address until the effective date of such termination.

12. **RIGHT OF RESCISSION.** You have the right to rescind or cancel this agreement without penalty within three (3) days after your receipt of this Agreement in the mail or electronic delivery by contacting us by telephone at 1-888-320-8991, by email at webinfo@conedsolutions.com, or by writing to ConEdison Solutions, Attn: Contract Termination, 100 Summit Lake Drive, Valhalla NY 10595. Please include the following: 1) your request to cancel or rescind contract; 2) your name, address and phone number; and 3) your Con Edison Solutions account number.

13. **TERMINATION OF AGREEMENT BY CUSTOMER.** You may cancel this Agreement without penalty at any time by contacting ConEdison Solutions by telephone at 1-888-320-8991, by email at webinfo@conedsolutions.com, or by writing to ConEdison Solutions, Attn: Contract Termination, 100 Summit Lake Drive, Valhalla NY 10595. You may also terminate this Agreement by signing up with another electricity provider or by contacting your LDC. The effective date of your termination will be the next applicable meter read date after expiration of the required notice period. Upon termination, payment will be due for all outstanding charges (including any late payment fees) for electricity provided prior to the effective date of the termination. In the event that you terminate this Agreement and do not choose another supplier, you will be returned to the LDC's basic service.

14. **TERMINATION OF AGREEMENT BY CONEDISON SOLUTIONS.** ConEdison Solutions may terminate this Agreement upon 45 days written notice if a change in law, regulation or tariff affects our ability to serve you or for reasons other than a failure to pay bills timely. ConEdison Solutions may also terminate this Agreement upon 45 days' written notice effective as of the end of the then-current term, in which case the Agreement will not automatically renew. In the event

of a termination for nonpayment, ConEdison Solutions may do so only after meeting DPU notice requirements and related procedures. In the event that service is terminated pursuant to this section, you shall pay, upon being billed, all outstanding balances and any other costs incurred by ConEdison Solutions through the effective date of termination for which you have not already made payment. We will notify both you and your LDC of the termination of this Agreement at least 15 days prior to the effective date of any such termination. The effective date of the termination will be the next applicable meter read date after expiration of the required notice period.

15. CHANGES TO THIS AGREEMENT. Except for the electricity price in a fixed price agreement, ConEdison Solutions may make changes to the terms and conditions in this Agreement as follows: we will notify you of any material change to the Agreement in writing at least 45 days before any change will be applied to your bill or take effect. If you do not terminate the Agreement before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you. Notwithstanding any other provision in this Agreement, ConEdison Solutions reserves the right to change the electricity price in this Agreement upon the occurrence of any event beyond ConEdison Solution's reasonable control that increases our obligations or the cost of performing such obligations under this Agreement. If we request such a change, ConEdison Solutions will provide you notice of the changed price and you will have an opportunity to terminate this Agreement without any further obligation by notifying us in writing within 15 day after receiving notice of the new price, in which case your electricity supply service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess an early termination payment.

16. ASSIGNMENT. You may not assign your interest or obligations under this Agreement without the prior written consent of ConEdison Solutions. ConEdison Solutions may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. ConEdison Solutions may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the DPU. ConEdison Solutions must provide you with 14 days' prior notice that meets applicable State law requirements before the assignment of this Agreement to another service provider. Upon such assignment, you agree that ConEdison Solutions shall have no further obligations hereunder.

17. PRIVACY STATEMENT. You authorize your LDC to release to ConEdison Solutions information relating to your account, including billing and payment history, account numbers, historical and future electricity usage, and meter readings. ConEdison Solutions will not give or sell your personal information to any unaffiliated party without your consent, unless we are required to do so by law, or it is necessary to protect our services, enforce our terms of service, or to prevent a violation of another party's rights. However, we may share your information with our consultants and contractors so that they may perform services for us, and, if our business or any portion of our business is sold, assigned to, or acquired by another entity, your customer information may also be transferred to that entity as one of our business assets.

18. POWER OUTAGES AND EMERGENCIES. In the event of an emergency, such as a power failure or a downed power line, you should call your LDC telephone number listed on your monthly bill or at the phone number provided below:

Western Massachusetts Electric Company (WMECO)

1-877-659-6326

Massachusetts Electric Company (National Grid)

1-800-322-3223

NSTAR

1-800-592-2000

19. CONTACT INFORMATION AND DISPUTE RESOLUTION PROCEDURES. If you have a question, concern, or complaint regarding ConEdison Solutions' service, please contact our Customer Service Center at 1-888-320-8991. ConEdison Solutions will attempt to address any customer complaint within fifteen (15) days of its receipt. ConEdison Solutions and you agree to use good faith efforts to resolve any dispute that may arise. You may also contact the

Massachusetts DPU, One South Station, Boston, MA 02110, or by calling 1-617-305-3500, or via the Internet at www.mass.gov/eea/agencies.

20. **GENERAL PROVISIONS.** This Agreement sets forth the entire agreement between the parties respecting the subject matter hereof, and all prior agreements, understandings, and representations relating to such subject matter, whether oral or written, are merged in this Agreement. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without recourse to such state's choice of law rules, except that any dispute regarding the use of electronic signatures and records to form this Agreement shall be determined pursuant to the Electronic Records and Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction (collectively "Laws") and both parties agree to comply with all such Laws.