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ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the **XX day of _____, 20XX** ("Effective Date") by and between _____ ("Competitive Supplier"), and the _____, a Rhode Island municipality (the "Municipality").

Recitals

WHEREAS, the Rhode Island General Assembly has adopted Chapter 3, Section 1.2 of Title 39, entitled "Aggregation of electrical load by municipality or group of municipalities", which among other things, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, Municipality has developed a Community Choice Electricity Aggregation Program ("Program") to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Municipality has received approval of its Program from the Rhode Island Public Utilities Commission ("PUC") in Docket # XXXX;

WHEREAS, Competitive Supplier, a corporation duly authorized to conduct business in the State of Rhode Island ("Competitive Supplier"), desires to provide All- Requirements Power Supply to consumers located within the Municipality, pursuant to the terms and conditions of the Municipality's Program and this Electric Service Agreement ("ESA"); and

WHEREAS, the Municipality desires that the Competitive Supplier provide All- Requirements Power Supply as an alternative to ~~Standard Offer~~ Last Resort Service for consumers within the Municipality.

NOW THEREFORE, IT IS AGREED THAT, the Municipality and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

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ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.01 Associated Entities – Any and all of the independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Local Distributor,

1.12 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale. This supply service also includes any costs associated with meeting the “Renewable Energy Standard” at the levels required by applicable law throughout the term of the Agreement.

1.23 Bankruptcy - With respect to a Party, such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 ~~Standard Offer Service~~ As defined in R.I. Gen. Laws § 39-1-27.3 and in Regulations

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~~of the Commission, as amended or promulgated, as the case may be, from time to time. The Fixed Standard Offer Service Rate is the price of the default generation service supplied by the Local Distributor, which is fixed for a period of three to six months.~~

1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – The corporation identified at the top of page one of this ESA, which is duly authorized to conduct business in the State of Rhode Island.

1.6 Division - The Rhode Island Division of Public Utilities and Carriers or any successor state agency.

1.7 Delivery Term - The period for which prices for All-Requirements Power Supply have been established, as set forth Exhibit A.

~~1.8 PUC or Commission – The Rhode Island Public Utilities Commission or any successor state agency.~~

~~1.9~~

1.8 EDI - Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

~~1.109~~ Effective Date - The date on which this ESA is executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

~~1.110~~ Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity located within the geographic boundaries of the Municipality who receive ~~Standard Offer~~ Last Resort Service as of the Effective Date (“Standard Offer Service Customers”), or New Consumers that subsequently become eligible to participate in the Program at one or more locations within the geographic boundaries of the Municipality. The residential class is comprised of the of rates A-16, A-60; the commercial class is comprised of rates C-06, G-02, S-05, S-06, S-10 and S-14; and the industrial class is comprised of B-32 and G-32. Eligible Consumers shall exclude: (1) ~~Standard Offer~~ Last Resort Service Customers who have asked their Local Distributor to not enroll them in competitive supply; (2) ~~Standard Offer~~ Last Resort Last Resort Service Customers enrolled in a ~~green power product~~ program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

~~1.1211~~ ESA - This Electric Service Agreement.

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~~1.4312~~ Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; storms; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; acts or failures to act by the Local Distributor, including, but not limited to, the failure to distribute retail power for any reason; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

~~1.4413~~ General Communications - The type of communications described and defined in Article 6.6 herein.

~~1.4514~~ Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

~~1.4615~~ Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

~~1.17 Green Power – Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as defined by R.I. 1.17 Gen. Laws § 39-26-5 or, that may be otherwise added by mutual agreement of the Parties.~~

~~1.18~~ ISO-NE - The New England Independent System Operator, or such successor or other entity that oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

~~1.4918~~ kWh, kW - Kilowatt-hour and kilowatts, respectively.

~~1.19 Last Resort Service – As defined in R.I. Gen. Laws § 39-1-27.3 and in regulations of the PUC, as amended or promulgated, as the case may be, from time to time. The fixed Last Resort Service Rate is the price of the default generation service supplied by the Local Distributor which is fixed for a period of usually six months.~~

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1.20 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

1.21 NEPOOL - The New England Power Pool.

1.22 New Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date and have not previously elected to opt-out of the Program.

1.23 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.24 Opt-Out Notice – As set forth in Article 3.2.

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

~~1.2526~~ Parties - The Municipality and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

~~1.2627~~ Plan - Community Choice Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Commission in Docket # . The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

~~1.2728~~ Point of Delivery - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.

~~1.2829~~ Point of Sale - The electric meter for each Participating Consumer's account, as designated by the Local Distributor.

~~1.2930~~ Program - Community Choice Electricity Aggregation Program, which is described and implemented consistent with the Plan.

~~1.301.31~~ PUC or Commission - The Rhode Island Public Utilities Commission or any successor state agency.

1.32 RECs – Renewable Energy Certificates which entitle the holder to all environmental, social and non-power attributes from the generation of one megawatt-hour of renewable electricity and which are issued by the New England Power Pool.

1.33 REC Purchase Agreement or RPA – As set forth in Article 9.2.

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1.34 REC Supplier – As set forth in Article 9.2.

1.35 Refresh Mailing List – As set forth in Article 3.3.

1.36 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation, providing such "change" was not known or foreseeable as of the Effective Date.

1.337 Replacement RECs – Renewable Energy Certificates (RECs) to be provided by the Competitive Supplier in the event the REC Supplier defaults under, or terminates, the REC Purchase Agreement prior to termination of the ESA as provided in Article 8.2.

1.3238 Retail Price - As set forth in Exhibit A.

1.39 Rhode Island New RECs – RECs that meet all requirements for “New renewable energy resources” as defined in RI. Gen. Laws Section Title 39, Chapter 26 § 2.

1.40 Service Commencement Date - As set forth in Exhibit A.

1.3441 Term - As defined in Article 5.1.

1.42 Updated LDC Eligible Customer File – As set forth in Exhibit B.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, ~~Standard Offer~~ Last Resort Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in

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the Program unless they choose to opt-out. In the event the Municipality takes any action to materially change its geographic boundaries, during the term of this ESA, the Municipality shall provide notice of the proposed change to Competitive Supplier with reasonable detail, including potential timing and potential impact to the Program load, as soon as reasonably possible, but at least six (6) months prior to the anticipated date of such change. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the ~~Department~~ Commission, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

2.2 NO THIRD-PARTY BENEFICIARIES

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under R.I. Gen. Laws § 39-3-1.2 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Municipality has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the PUC, Division and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA. Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission ("FERC").

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2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier; (or, with respect to (c) and (d) below, Supplier's wholesale marketing affiliate) fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates;
- e) complete EDI testing with Local Distributor; and
- f) provide all other documentation and satisfy all other conditions required by the Local Distributor

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges and agrees that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data under this ESA must be protected from disclosure to third parties by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title, or interest in this data; and 3) this data is to be obtained, retained, and used by the Competitive Supplier and its Associated Entities solely to provide All-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Municipality is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with Associated Entities as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such Associated Entities of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party, and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have

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access to or make use of any Eligible Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article ~~18~~19.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to R.I. Gen. Laws § 39-3-1.2 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations, or policies of the Commission, the Local Distributor, the Division, and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules-

3.2 NOTIFICATION TO ELIGIBLE CONSUMERS FOR NEW AGGREGATION

In the event the Municipality is launching a new aggregation, all Eligible Consumers will, as of the Service Commencement Date, be automatically enrolled in the Program under the terms of this Agreement unless they opt-out. The Local Distributor ~~or the Municipality~~ will provide to Competitive Supplier a list of all Eligible Consumers as of the Effective Date including service and billing addresses. Competitive Supplier shall notify each Eligible Consumer-

- (i) about the Program;
- (ii) of the date on which such Eligible Consumer will be automatically enrolled in the Program;
- (iii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Consumer as of the same date, subject to the opt-out provisions of R.I. Gen. Laws § 39-3-1.2, and the Plan; and
- (iv) of the opt-out procedures under the Plan and as required by ~~the~~ Department applicable laws and regulations.

The Municipality shall specify the design and content of the notice of the opt-out procedures (the "Opt-Out Notice") which may be in color and may include 2 pages in addition to the

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reply form and language access document, but shall not exceed 2 ounces in weight. Competitive Supplier shall review the Opt-Out Notice and notify the Municipality of any comments or concerns regarding the form or content of the notice. Once the design and content of the notice are finalized, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Eligible Consumer the Opt-Out Notice at least thirty six (36) days prior to the date of automatic enrollment. The Opt-Out Notice shall:

- i) prominently state all charges to be assessed by the Competitive Supplier;
- ii) provide a summary of the prices and terms included in Exhibit A;
- iii) fully disclose the prices and terms then being offered for ~~Standard Offer~~ Last Resort Service by the Local Distributor;
- iv) state how an Eligible Consumer may opt-out of the Program prior to enrollment and remain on ~~Standard Offer~~ Last Resort Service from the Local Distributor;
- v) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to ~~Standard Offer~~ Last Resort Service or choose a new Competitive Supplier without paying a fee, charge or penalty; and
- vi) include a reply card and postage-paid envelope that Eligible Consumers may use to exercise their opt-out rights.

In processing Program enrollments, the Competitive Supplier shall ensure that Eligible Consumers shall have thirty (30) days to opt-out plus six (6) days to account for mailing (i.e., three (3) days for the Opt-Out Notice to be delivered to the customer and three (3) days for the reply card to be delivered to the Competitive Supplier. The opt-out period shall end thirty-six (36) days after mailing of the Opt-Out Notice and Program enrollments shall begin no sooner than thirty-seven (37) days after mailing of the Opt-Out Notice.

The Municipality shall also specify the design and content of a postcard ("Postcard Notice") which may be in color but shall not exceed dimension and weight requirements for First Class mail. The Municipality shall provide the Postcard Notice to Competitive Supplier for review. Competitive Supplier shall notify the Municipality of any comments or concerns regarding the form or content of the notice, and the Parties shall cooperate in good faith to address such comments or concerns. Finalization of the design and responsibility for preparing printing and mailing will be the same as for the Opt-Out Notice. Postcard Notice shall be mailed to each Eligible Consumer at least three (3) days before the initial Opt-Out Notices are mailed.

All Eligible Consumers who do not elect to opt-out of the Program shall then be deemed Participating Consumers and shall be entitled to receive electric supply at the prices listed in Exhibit A and pursuant to the terms and conditions of this Agreement.

— If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make ~~commercially reasonable efforts~~ Commercially Reasonable efforts to correct any formatting errors and/or utilize data provided by the LDC to identify a correct mailing address and re-send the Opt-Out Notice. ~~The Municipality shall make Commercially~~

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~~Reasonable efforts to assist the Competitive Supplier with identifying~~ shall not enroll any Eligible Consumer if the Competitive Supplier is unable to identify a correct mailing address. ~~address after a first or second Opt-Out Notice is returned as undeliverable.~~

Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Consumers may opt out at any time without paying any fee, charge, or penalty.

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The Parties acknowledge that any low income discounts provided by the Local Distributor to low income consumers are not impacted by this Agreement.

3.3 NOTIFICATION TO NEW CONSUMERS AFTER PROGRAM LAUNCH

Throughout the term of this Agreement Competitive Supplier shall maintain a Master Opt Out File, as described in Article 11, that includes accurate records of a) all consumers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and b) all consumers that left the Program for any reason after they were enrolled in the Program. Once each month throughout the term of this Agreement, or as otherwise agreed to by the Parties, the Competitive Supplier shall request from the Local Distributor an updated file that includes all consumers in the Municipality that are receiving supply from the Local Distributor at ~~Standard Offer~~ Last Resort Service rates (hereinafter the "Updated LDC ~~Standard Offer~~ Last Resort Service File"). Once each month Competitive Supplier shall create a Refresh Mailing List of New Customers that shall include all consumers in the Updated LDC ~~Standard Offer~~ Last Resort Service File and exclude all consumers listed in the Master Opt Out File.

In accordance with the requirements of any applicable Governmental Rules, Competitive Supplier shall notify such New ~~Consumers~~ Eligible Consumer listed in the Refresh Mailing List (i) of the date on which such New Eligible Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New Eligible Consumers as of the same date, subject to the opt-out provisions of the R.I. Gen. Laws § 39-3-1.2, the Plan, and the Program Opt-Out Notice. Competitive Supplier shall mail the ~~aforementioned notice and an~~ Opt-Out Notice, as described in Article 3.1 and 3.2, to each New Eligible Customer listed in the Refresh Mailing List no later than sixty (60) after the Service Commencement Date and then once every month thereafter for the balance of the term of the Agreement, or as otherwise agreed to by the Parties. The Opt-Out Notice shall be mailed to each such New Eligible Consumer prior to the date of automatic enrollment in accordance with the requirements of the Plan, and as described in Article 3.2 above. All Opt-Out Notices and Refresh Mailing Lists of New Eligible Consumers must be approved in advance by the Municipality. Competitive Supplier ~~shall enroll New~~ is not required to mail a Postcard Notice to New Eligible Customers in the Program immediately following the deadline stated in the Opt Out Notice as described in Article 3.2.

All New Eligible Consumers who do not elect to opt-out of the Program shall then be deemed Participating Consumers and shall be entitled to receive electric supply at the prices

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listed in Exhibit A pursuant to the terms and conditions of this Agreement.

If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make Commercially Reasonable efforts to correct any formatting error and/or use data provided by the LDC to identify a correct mailing address and re-send the Opt-Out Notice. The Competitive Supplier shall not enroll any consumer where the Competitive Supplier is unable to identify a correct mailing address after a first or second Opt-Out Notice is returned as undeliverable.

Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Customers may opt-out at any time without paying any fee, charge, or penalty.

In providing the notifications set forth in Articles 3.2 and 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification to Eligible Consumers or New Eligible Consumers only to the extent ~~both~~ that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Local Distributor or Competitive Supplier in any event.

3.4 CONSUMER AWARENESS NOTIFICATIONS TO PARTICIPATING CONSUMERS

~~Upon mutual agreement of the Parties concerning the content and method, either the Competitive Supplier or Good Energy, L.P. may conduct consumer awareness efforts at its sole expense.~~

Once annually, upon written request, the Municipality may elect for the Competitive Supplier to mail a notice ("Consumer Notice") to each Participating Consumer. The Municipality shall specify the design and content of the Consumer Notice which may be in color but shall not exceed one (1) page double-sided and the dimension and weight requirements for First Class mail. The Municipality shall provide the Consumer Notice to Competitive Supplier for review. Competitive Supplier shall notify the Municipality of any comments or concerns regarding the form or content of the notice, and the Parties shall cooperate in good faith to address such comments or concerns. Finalization of the design and responsibility for preparing, printing, and mailing will be the same as for the Opt-Out Notice. The Municipality shall specify the date to mail each Consumer Notice, the first of which shall be no earlier than thirty (30) days prior to the Service Commencement Date.

3.5 ENROLLMENT

3.5.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA, at the Retail Prices provided in Exhibit A, unless they opt-out during the period specified in the Plan. The

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Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.5.2 New Eligible Consumers - If New Eligible Consumers elect not to opt-out of the Program as provided in Articles 3.2 and 3.3, such New Eligible Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Eligible Consumers in accordance with applicable ~~Department~~Governmental Authority and Local Distributor rules: and in the meter read month stated in the Opt-Out Notice. Residential and small commercial New Eligible Customers shall be enrolled in the Program at the rates reflected in Exhibit A. ~~All other-However, without exception, a New Consumers shall-Eligible Large Commercial or Industrial Consumer may only be enrolled at a price in the Program at a fixed rate based on its individual pricing determinants and prevailing market conditions as determined by the Competitive Supplier based on then-prevailing market conditions.~~("Market Rate"). After the Service Commencement Date, if a Large Commercial or Industrial Customer is erroneously enrolled, or offered enrollment, at a price other than the Market Rate, Competitive Supplier shall notify such customer, and the Municipality's Consultant, by telephone or mailing, of the error and that the consumer will not be enrolled, or will be returned to Last Resort Service, unless the customer opts-in to the Program at the Market Rate by contacting the Competitive Supplier within ten (10) days of receipt of such notice and authorizing release of the customer's electric usage information

3.5.3 Re-enrollment by Eligible Consumers - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such residential and small commercial Eligible Consumers at either the Retail Prices reflected in Exhibit A, or a price determined by the Competitive Supplier based on then-prevailing market conditions. All other customers that opt-in shall be enrolled at a market-based price determined by the Competitive Supplier based on the then-prevailing market conditions. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Consumers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.5.4 Eligible Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. -Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small commercial Consumers which opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. -All other Consumers that opt-in ~~shall~~may be enrolled at a

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price determined by the Competitive Supplier based on the then-prevailing market conditions.

3.5.5 Handling of Enrollment Rejections.

3.5.5.1 Rejections if transitioning from a previous ESA to this ESA.

The following rejections require the Competitive Supplier to reach out to the LDC to correct:

- Account name does not match account (ask for new name and name key);
- Service is not eligible (contact LDC to get correct code or search your database for another enrolled account on same street to get code);
- Invalid service identifier; and
- Special conditions apply.

In these cases, the LDC should either manually enroll the account or provide Competitive Supplier the information to update the system and resubmit the enrollment.

3.5.5.2 Rejections if a Consumer Contacts the Competitive Supplier to Opt-in Via Phone or Online Form.

a) The following rejections require the Competitive Supplier to reach out to the LDC to correct:

- Account name does not match account (ask for new name and name key);
- Service is not eligible (contact LDC to get correct code or search your database for another enrolled account on same street to get code);
- Invalid service identifier; and
- Special conditions apply.

In these cases, the LDC should either manually enroll the account or provide Competitive Supplier the information to update the system and resubmit the enrollment. If Competitive Supplier cannot resolve the rejection, Competitive Supplier shall contact the customer as in 3.5.5.2(b).

b) The following rejections require the Competitive Supplier to contact the customer.

- Supplier block / Consumer Account Block;
- Consumer enrolled;
- Account not found;
- Account exists but is not active; and
- Any other rejection not included in 3.5.5.2(a).

In these cases, Competitive Supplier may contact the consumer via an email that alerts customer that they could not be enrolled, that they must take action, and that they may need to complete a new enrollment request. If consumer does not take action, Supplier shall have

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no further responsibility. Alternatively, Supplier may propose to the Municipality another consumer communication that serves to notify consumers and provide guidance on next steps to resolve the issue.

ARTICLE 4 - TERMINATION OF SUPPLY SERVICE

4.1 PURCHASE OF RECEIVABLES

~~All Parties are fully aware that RI Public Utilities Commission-The PUC, in Docket #5073 that resulted in the approval, approved of a Purchase of Receivables ("POR") program that as of has been implemented by the Local Distributor. With the date of execution of this agreement is in its implementation phase. Until such time that of POR is fully implemented in Rhode Island, the Parties are prepared to proceed in the absence of POR utilizing the provisions as described in this section. When POR is fully implemented, the Parties agree to follow the terms and conditions of that program, and any other applicable regulations or tariff provisions as approved by the Public Utilities Commission, and the provisions of the section will be considered void-PUC.~~

~~4.2 — TERMINATION OF SUPPLY SERVICE DUE TO NON PAYMENT~~

~~If a customer does not pay the bill by the due date, Supplier may terminate supply service after giving Customer a minimum of fourteen (14) days written notice. Upon termination of service, Customer will be returned to Last Resort Service, or they may choose another competitive supplier. Customer will remain responsible for all electricity used during participation in the program until such time as this Contract expires. Until such time as arrears are paid, any Customer who has had service terminated shall be ineligible for re-enrollment in the program.~~

~~4.3 — PROHIBITION ON COLLECTIONS~~

~~Any customer participating in the program at the A-60 rate class shall not be subject to collections activity either by Supplier or a Third Party for arrears that may be due after supply service has been terminated.~~

~~4.4 — REPORTING REQUIREMENT~~

~~Consistent with Article 12.1.1 of this Agreement, Competitive Supplier shall provide as part of its monthly report a complete list of all customers whose supply service has been terminated including the date which notice was provided to those customers.~~

ARTICLE 5 TERM OF CONTRACT AND TERMINATION

5.1 TERM

This ESA shall commence on the Effective Date, and terminate on the last day of the

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Delivery Term as stated in Exhibit A unless extended in accordance with the terms of this ESA; provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as of the last day of the Delivery Term as stated in Exhibit A, unless terminated earlier under Article 5.2 below ("Term"). The Term may be extended at any time pursuant to Article 5.4.

5.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 10, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 5.2(d)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, (i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 5.2(a).

5.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA, and Competitive Supplier shall continue to have the right to collect all monies due for ~~services rendered~~ electricity delivered to that date. ~~-If following termination of the ESA~~ Municipality

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has chosen a new supplier for its Program, Competitive Supplier shall assist in the transition to the new supplier by providing all Program information in its possession to the Municipality or the new supplier on a timely basis, including all updated reports pursuant to Article 12 and Exhibit B, excluding any information recognized by law as confidential and proprietary to the Competitive Supplier.

The Competitive Supplier specifically waives all rights it may have at law or equity to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a breach of the ESA by the Competitive Supplier. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the EBT Working Group.

5.4 EXTENSION

The term of this ESA may be extended beyond the termination date established in Article 5.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 5.2 or until the date stated in such extension.

ARTICLE 6 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

6.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care and comply with all applicable Governmental Rules; and shall exercise all reasonable efforts to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available to it.

6.2 CUSTOMER SERVICE ACCESS

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The Competitive Supplier agrees to provide, or cause to be provided, certain reasonable customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from Competitive Supplier. The Municipality will post ~~program~~Program-related information on the Municipality's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

As part of the procedures to be provided to Municipality in Article 10, Competitive Supplier shall, upon written request, provide Municipality the applicable scripts or other materials to be used by its customer service staff when contacted by a consumer related to this ESA. Municipality may suggest edits or adjustments to these scripts or other materials, and Competitive Supplier shall make any changes that are mutually agreeable.

6.3 RESPONDING TO REQUESTS FOR INFORMATION

~~To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the~~The Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge ~~therefore~~ to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier acknowledges and understands that such information requests are or may be time sensitive and will respond within any time constraints notified by the Municipality, pursuant to applicable access to public information laws specifically Title 38 of Rhode Island General Laws. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 6.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 6.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any provision of the Plan or regulation of the Department or Attorney General regarding customer service. Notwithstanding and without limiting the provisions of Article 14, Competitive Supplier agrees to indemnify, defend, and hold harmless the Municipality for any liability, fines or penalties incurred because of the failure of Competitive Supplier to timely and appropriately respond to information requests governed by applicable access to public information laws.

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6.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of firm All-Requirements Power Supply (free of all claims, security interests or others encumbrances) to the Local Distributor for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall make all such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO--NE)

6.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Rhode Island General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Governmental Authority approval of this ESA, the Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PUC orders or regulations, or Division rules and regulations. Provision of electric energy supply shall be subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

6.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall provide a copy of such communications to the Municipality for its review to determine whether it is consistent with

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the purposes and goals of the Municipality, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer). The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Public Utilities Commission or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 6.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

The Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers to send educational materials, opt-out notices or other communications essential to the operation of the Program at the direction of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers

6.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable

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energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) ~~calendar days after receipt (not including weekends and holidays);~~ business days; and (ii) that no approval shall be necessary for any communication which has been ordered by the Public Utilities Commission or any other Governmental Authority to be so communicated.

6.8 PARTICIPATING CONSUMER LISTS

6.8.1 Consumer Lists

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the Municipality may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

6.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

6.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 7 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under R.I. Gen. Laws § 39-3-1.2 ~~and~~ and includes negotiating the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole

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obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Municipality is not an "electric distribution company", "electric transmission company", "distribution facility", "public utility", "generation company" or "transmission facility" within the meaning of R.I. Gen. Laws § 39-1-2 as a result of this ESA, unless a court, the ~~Commission~~PUC, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to R.I. Gen. Laws § 39-3-1.2. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, which would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA. The Municipality authorizes Good Energy, L.P., or its lawful successor, (i) to communicate all supply, procurement, pricing, and timing decisions on the Municipality's behalf, as applicable, during the Delivery Term, and (ii) to work directly with the Competitive Supplier to establish rates for future delivery terms/pricing periods as further described in Exhibit A, subject to final approval of the Municipality.

8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Local Distributor.

8.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers.

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8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on ~~Standard Offer~~ Last Resort Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.4.4 Taxes

All sales, gross receipts, excise, or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes that are required by law to be imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for

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all taxes imposed on Competitive Supplier's income.

ARTICLE 9 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

9.1 RENEWABLE ENERGY STANDARD

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of R.I. Gen. Laws § 39-26 et. seq.,² and any regulations, orders or policies adopted pursuant thereto.

9.2 PROVISION OF GREEN POWERRECs

Competitive Supplier will enter into a REC Purchase Agreement ("RPA") ~~with Green Energy Consumers Alliance, Inc. ("REC Supplier") attached hereto as Exhibit C.~~ Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier will purchase, ~~renewable energy certificates (RECs) in a quantity sufficient~~RECs to support the Municipality's ~~opt-out and opt-in~~ programs as described in Exhibit A of the RPA. ~~Competitive Supplier shall include the REC's purchased from the REC Supplier in the All-Requirements Power Supply to be provided to the Municipality under the ESA. Competitive Supplier shall include all costs of such RECs in the price for All-Requirements Power Supply as provided in Exhibit A of this ESA. In the event REC Supplier defaults under, or terminates, the RPA prior to the termination of this ESA, Competitive Supplier shall procure and provide Replacement RECs for the continuing term of the ESA sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. The prices included in Exhibit A of the ESA shall not be subject to modification because Competitive Supplier is required to provide~~ programs as described in Exhibit A of the RPA. ~~In the event the price of the Replacement RECs is greater than the price paid under the RPA, the Municipality shall have the option to: (1) reduce the quantity of the Replacement RECs to a level such that the aggregate cost of the Replacement RECs is the same as the aggregate cost of the original remaining RECs to be provided under the RPA; or (2) increase the Retail Price in an amount sufficient to offset the additional cost associated with the Replacement RECs. If the cost of the Replacement RECs is less than the price of the RECs under the RPA, the Municipality shall have the option: (A) to increase the quantity of the Replacement RECs to a level such that the aggregate cost of the Replacement RECs is the same as the aggregate cost of the original remaining RECs to be provided under the RPA; or (B) decrease the Retail Price in an amount sufficient to offset the reduction in the cost associated with the Replacement RECs.~~

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ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 810-RICR-10-00-1, 815-RICR-30-05-1 and 815-RICR-30-05-02, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies ~~that~~ may be adopted by a Governmental Authority. The Competitive Supplier shall, at

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least ~~thirty (30)~~ days prior to the Service Commencement Date, provide a written description of its billing and termination procedures, customer services, confidentiality, and related practices and procedures ~~for review and approval by the Municipality (which approval shall not be unreasonably withheld)~~. Such written description shall also include the Competitive Supplier's plans for complying with the "opt-out" provisions of R.I. Gen. Laws § 39-3-1.2; and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any Governmental Authority order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Commission or Division regulations and other applicable law. The use of practices and procedures which materially fail to comply with Commission or Division regulations and policies shall be deemed grounds for termination of this ESA; at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier ~~and allowing the Competitive Supplier sixty (60) days to cure such failure.~~

Competitive Supplier and the Municipality acknowledge that they have entered into the Information Security Addendum governing treatment of personal information as provided in Exhibit D.

In addition, and in accordance with R.I. Gen. Laws § 39-1-27.1 and 815-RICR-30-05-1.5, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may contact the Division consistent with the provisions of 815-RICR-30-05-1.5.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Reports

Competitive Supplier shall provide the Municipality or its agent with monthly reports as described in Exhibit B. -The monthly reports will be due to the Municipality or its agent within ~~thirty (30)~~ten (10) business days following the last day of each month. ~~The aggregate kWh sales and number of Participating Consumer accounts shall be listed unless otherwise~~

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~~noted in the report both by rate code and rate name as shown on Exhibit B attached hereto.~~
This information shall be provided in electronic format.

~~Additionally, Competitive Supplier shall note any customer dropped from the program consistent with the terms of Article 4 of this Agreement including the date on which notice was sent and date that service was terminated.~~

12.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) days of the request. A violation of this Article 12.1.2 shall be grounds for termination under Article 5.2(a).

12.1.3 Standard of Care

Competitive Supplier shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall notify the Municipality and provide the correct information or data to the Municipality or its agent within a Commercially Reasonable time

12.2 ~~POWER SUPPLY REPORT-DISCLOSURE LABEL~~

Within fifteen (15) days of the end of ~~the each calendar~~ quarter that occurs during the term of this ESA, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the R.I. Gen. Laws § 39-26-9 to be disclosed to ~~their~~ Participating Consumers which ~~includes~~shall include information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier. The Disclosure Label shall include in its title the quarter that has just ended (e.g., Q1 2022). The Disclosure Label shall use the most recent data available as of the time the report is produced and shall note the dates to which the data applies. Competitive Supplier may be required to deliver one final Disclosure Label after termination of this ESA. The provisions of this Article 12.2 shall survive the termination of this ESA.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of the Commission, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon

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reasonable request by the Municipality, Competitive Supplier shall provide backup for any charge under this ESA questioned by the Municipality ~~and, unless such charge is in error, the Municipality shall be responsible for the reasonable cost of providing such information~~ free of charge.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable written request, and within a Commercially Reasonable amount of time, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Rhode Island or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. ~~Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.~~

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of Rhode Island without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Rhode Island or appropriate state court sitting in the Rhode Island county in which the Municipality is located, to whose jurisdiction the parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to the procedure set forth herein to prevent irreparable harm that would be caused by a breach of this ESA.

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ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification and, for third party claims, defense of such pursuant to this Article 14, it shall notify Competitive Supplier of the existence of a claim, ~~or potential claim~~ as soon as practicable after learning of such claim, ~~or potential claim,~~ describing with reasonable particularity the circumstances giving rise to such claim. ~~Upon written acknowledgment by~~ Within thirty (30) calendar days of receipt of such notice from the Municipality, the Competitive Supplier will provide written acknowledgment that it will assume the defense and indemnification of such claim. ~~If the Competitive Supplier assumes defense of third party claims, it~~ may assert any defenses that are or would otherwise be available to the Municipality. If Competitive Supplier does not provide such acknowledgement, or refuses to assume such defense or indemnification, the Municipality may exercise such rights and remedies available to it under this ESA

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA.

14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

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15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid, and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the [Request](#) for [Proposals/bids](#) for competitive electric supply services is true and accurate.

15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- b) the execution, delivery, and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) the Municipality has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) no Bankruptcy is pending or threatened against the Municipality.

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ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least \$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of Rhode Island and satisfactory to the Municipality. -A certificate that each such insurance coverage is in force and effect, as of the Effective Date and listing the Municipality as an additional insured on all policies under this ARTICLE ~~45,16~~ shall be submitted fifteen (15) days after the Effective Date and thereafter whenever renewed or requested by the Municipality. Failure to provide a certificate of insurance shall be a material breach, subject to cure, under Article 4.1(a) herein. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are “claims made” policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior “claims-made” policy. With respect to all “claims made” policies that have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

ARTICLE 17 CONFIDENTIALITY

Competitive Supplier acknowledges that the Municipality is subject to public records laws, including without limitation, R.I. Gen. Laws § 38-2 et. seq., and that this Agreement is a public record subject to disclosure there under. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such

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information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; or (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose confidential information, to the extent required to fulfill its obligations under this Agreement, to its affiliates, and to its officers, directors, employees, attorneys and accountants, and to Associated Entities. This ~~Article 16~~ARTICLE 17 shall survive the termination of this ESA for a period of two (2) years.

If either Party is compelled to disclose any confidential information of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use ~~Commercially Reasonable~~reasonable efforts to protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the Municipality's assistance in protecting the confidentiality of information and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated amount, reasonably incurred by the Municipality in connection with such efforts.

For the avoidance of doubt, the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Consumers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance policies;
- f) any financial security instrument(s) provided by Competitive Supplier;
- g) any non-public information provided by Competitive Supplier; and
- h) any information that either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

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Notwithstanding, the information related to this ESA that is considered confidential and proprietary in nature shall be expressly marked "CONFIDENTIAL" and shall be marked with a name and contact information of the person to contact for notification in the event of possible disclosure. Without limiting the provisions of this Article or Article 14, Competitive Supplier agrees to indemnify, defend, and hold harmless the Municipality for any liability, fines, or penalties incurred by the Municipality should its reasonable efforts to comply with Article 17 cause an alleged or actual violation of applicable public records laws.

ARTICLE 18 REGULATORY EVENT

If, after the Effective Date, a Regulatory Event occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party to this Agreement, the affected Party shall send written notice to the other Party, setting forth the Regulatory Event or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this Agreement to mitigate such effect. Alternatively, if as a direct result of such a Regulatory Event or New Taxes, Competitive Supplier incurs additional, material costs, which costs are not recovered by Competitive Supplier pursuant to Exhibit A, Competitive Supplier shall provide a written notice to the Municipality that documents: a) the effective date of the Regulatory Event or New Tax; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Regulatory Event or New Tax; c) the timing of the cost impacts to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in price to be billed by the Local Distributor designed to reimburse the Competitive Supplier for such cost impact. If the Parties are not able to agree on an amendment to this Agreement or reimbursement contemplated by this section, ~~the matter may be subject to dispute resolution in accordance with Article 13.2.~~ and the ESA is expected to terminate within 12 months or less, the Competitive Supplier may implement the Retail Price Adjustment after completing the actions described above in (a) through (e) of this Article, but the matter will then be subject to dispute resolution in accordance with Article 13.2, and if the result of such dispute resolution process is a finding or ruling that the Competitive Supplier was not entitled to a Retail Price Adjustment, in whole or in part, the Competitive Supplier shall issue refunds to all Participating Customers affected by the Retail Price Adjustment within sixty days of such determination. . In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

ARTICLE 19 MISCELLANEOUS

19.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be

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denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. Notwithstanding the above, ~~any assignment of this ESA by the Competitive Supplier, whether as may assign this Agreement without the result of the sale~~ Municipality's consent to (a) an affiliate, or (b) a purchaser of all or substantially all of the Competitive Supplier's business (assets or equity) related to this ESA ~~or otherwise~~. Any assignment, regardless of whether consent is required, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least 45 days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; (iii) Competitive Supplier and such assignee shall, at least forty-five (45) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA; and (iv) Competitive Supplier shall cure all defaults of this ESA, if any, of Competitive Supplier existing at the time of assignment.. The Municipality may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

19.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing." Any lists of Eligible Customers/Participating Consumer may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Participating Customers without the Municipality's written permission.

19.3 NOTICES

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All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

With copy to:

If to Municipality:

Mr. Charles de Casteja
Good Energy, L.P.
232 Madison Avenue, 3rd Floor
New York, NY 10016
Phone: 212-792-0222
Fax: 212-792-0223
charles@goodenergy.com

and

[Municipal Contact](#)

[Address](#)

[Address](#)

[Phone:](#)

[Fax:](#)

[Email](#)

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 19.3 by giving notice thereof in the manner required herein.

19.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality in the manner set forth in Article 19.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be

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given to the Competitive Supplier in the manner set forth in Article 19.3.

19.5 ENTIRE ESA; AMENDMENTS

This ESA, including the Plan incorporated by reference in Section 19.4413, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

19.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 5.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with applicable rules and regulations.

19.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

19.8 NO JOINT VENTURE

Competitive Supplier will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

19.9 JOINT WORK PRODUCT

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This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

19.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

19.11 COMMISSION

The Parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program. The Competitive Supplier agrees to include the commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers to Good Energy, L.P. for the term as provided for in this ESA. The commission fees shall be paid ten (10) business days following receipt by Competitive Supplier of the ~~meter readings of each~~corresponding monthly payments from Participating Consumer's meter(s) performed by the Consumers or Local Distributor, as applicable. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

19.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

19.13 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 19.5 of this ESA.

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19.14 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality must be submitted in writing for agreement and prior approval. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license, or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

19.15 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance, and timing of such formal press release.

19.16 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

19.17 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Municipality or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

19.18 REMEDIES

19.18.1 General

Subject to the limitations set forth in Article 19.20.2 below and Article 5, the Municipality and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

19.18.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages ~~or, under Article 14.1.~~ The

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limitations set forth in this Section shall not apply to claims of the Municipality against Competitive Supplier for indemnification of third-party claims under Article 14 for consequential, punitive, or incidental damages or other losses claimed by third parties, provided, however, that the aggregate limit on Competitive Supplier's indemnification obligations pursuant to this provision except for any damages caused by the fraud of the Competitive Supplier or damages arising from third party claims, shall not exceed the greater of (i) \$10,000,000, or (ii) fifty percent (50%) of Competitive Supplier's annual gross receipts (price per kWh volumes sold) received under this ESA in the most recent twelve (12) month period.

19.21 Governing Law/Venue

Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Rhode Island, in any court of competent jurisdiction.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the Municipality and the laws, rules and regulations of the State of Rhode Island, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

Approval as to form and correctness:

NAME, Solicitor

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EXHIBIT A

PRICES AND TERMS Community Choice Electricity Aggregation Program

Retail Price by Program (applies to all rate classes)

<u>Default Program</u>	<u>Price per kWh</u>
Local Green (5% additional local Renewable Energy)	\$ _____
<u>Optional Programs</u>	
Basic (No additional Renewable Energy)	\$ _____
50% Local Green (50% additional local Renewable Energy)	\$ _____
100% Local Green (100% local Renewable Energy)	\$ _____

Terms for System Supply Service

Delivery Term: The delivery term stated on this Exhibit A will commence, for each Participating Consumer account, on the first scheduled meter read date for _____ (“Service Commencement Date”) and continue until the first scheduled meter read date for _____ [month/year], unless this ESA is sooner terminated in accordance with Article 5.2 of this ESA (the Delivery Term”).

Pricing: The price for All-Requirements Power Supply is stated in the table above (the “Retail Price”). The Retail Price includes any costs associated with meeting Rhode Island Renewable ~~Energy Standard~~Energy Standard at the level required by the applicable law throughout the term of the Agreement, and includes all adders and ancillary charges. Prices shall be fixed for the entire length of the Delivery Term. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start Date: All-Requirements Power Supply will commence on the Service Commencement Date. All enrollments must be submitted at least two business days before the next meter read.

Renewable Energy Certificates in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Rhode Island Renewable ~~Energy Standard~~Energy Standard, or otherwise pay the alternative compliance payment rate as determined by the relevant Rhode Island regulatory authority. ~~In addition to the RES requirements, the Competitive Supplier shall include _____ additional Renewable Energy for consumers participating in the Local~~

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Green program, _____ additional Renewable Energy for consumers participating in the _____ Local Green program and 100% additional Renewable Energy for consumers participating in the 100% Local Green program. The additional Renewable Energy shall be provided in the form of Massachusetts Class I RECs. For the avoidance of doubt, the Rhode Island Renewable Energy Standard is defined in RI. Gen. Laws Title 39, Chapter 26 §§ 4 and 5.

Additional RECs: In addition to the Renewable Energy Certificates in System Supply requirements, the Competitive Supplier shall include _____ % additional RI New RECs for consumers participating in the Local Green program, additional RI New RECs to total 50% RECs for consumers participating in the 50% Local Green program and additional RI New RECs to total 100% RECs for consumers participating in the 100% Local Green program.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) ~~days~~^{days} notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to ~~Standard Offer~~^{Last Resort} Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

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EXHIBIT B

MONTHLY REPORTS

In the month following every month of the Agreement, Competitive Supplier shall provide the following five reports to the Municipality, free of charge, as noted below or as otherwise agreed to by the Parties in writing.

1) SALES REPORT: (DATA PORTAL REPORT): Monthly report of sales which will contain the following information broken out by month, customer type (i.e., rate class), and electricity supply product name: (i) the actual aggregate kWh sales for each meter read of the reporting period and; (ii) the number of Participating ~~Consumer~~ Customer accounts active in each meter read of the reporting period as of the (a) first of the month and (b) end of the month; (iii) enrollments; (iv) drops; (v) accounts billed; and (vi) the price per kWh. Data for each subsequent month will be added to the previous month's report so that it provides a month-by-month view of entire contract.

The Sales Report shall be produced in the format shown below:

TEMPLATE SALES REPORT

Template shows a municipality with four different products.

<u>Community Name</u>	<u>YearMonth</u>	<u>Product</u>	<u>Product Rate</u>	<u>Customer Type</u>	<u>Active Accounts as of FOM</u>	<u>Enrollments</u>	<u>Moved/Closed Accounts</u>	<u>Active Accounts as of EOM</u>	<u>Accounts Billed</u>	<u>Billed Usage (kWh)</u>	<u>Opt-Outs</u>
MuniName	202112	MuniName Basic	0.10000	R1							
MuniName	202112	MuniName Basic	0.10000	R2							
MuniName	202112	MuniName Basic	0.10000	R3							
MuniName	202112	MuniName Basic	0.10000	G1							
MuniName	202112	MuniName Basic	0.10000	G2							
MuniName	202112	MuniName Basic	0.10000	S1							
MuniName	202112	MuniName Basic	0.10000	S2							
MuniName	202112	MuniName 50	0.11500	R1							
MuniName	202112	MuniName 50	0.11500	R2							
MuniName	202112	MuniName 50	0.11500	R3							
MuniName	202112	MuniName 50	0.11500	G1							
MuniName	202112	MuniName 50	0.11500	G2							
MuniName	202112	MuniName 50	0.11500	S1							
MuniName	202112	MuniName 50	0.11500	S2							
MuniName	202112	MuniName 100	0.12500	R1							
MuniName	202112	MuniName 100	0.12500	R2							
MuniName	202112	MuniName 100	0.12500	R3							
MuniName	202112	MuniName 100	0.12500	G1							
MuniName	202112	MuniName 100	0.12500	G2							
MuniName	202112	MuniName 100	0.12500	S1							
MuniName	202112	MuniName 100	0.12500	S2							
MuniName	202112	MuniName Standard	0.11500	R1							
MuniName	202112	MuniName Standard	0.11500	R2							
MuniName	202112	MuniName Standard	0.11500	R3							
MuniName	202112	MuniName Standard	0.11500	G1							
MuniName	202112	MuniName Standard	0.11500	G2							
MuniName	202112	MuniName Standard	0.11500	S1							
MuniName	202112	MuniName Standard	0.11500	S2							

2) MASTER ACCOUNT LIST: A cumulative list of Participating Consumers, including Customers, which includes those customers that: (i) were submitted for enrollment: (ii) have been enrolled during this ESA; and (iii) are currently enrolled during this ESA. The report shall include all customer identifying information provided by the Local Distributor and: (i)

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~~opt-out notice~~ Opt-Out Notice mailing date; (ii) account status (~~active/inactive~~); e.g., enrolled, dropped, account rejected, never submitted, etc.; (iii) account start date; (iv) account end date; (v) account read cycle; (vi) load zone; and (vii) ~~opt-current product start date or opt-in date~~ (if applicable e.g., if an account switched from one product to another in the Program).

3) MASTER OPT-OUT FILE: A list of (a) all consumers in the Municipality that opted out ~~of the aggregation program after receiving an opt-out notice but prior to enrollment and a list of consumers that enrolled in the aggregation program and then after receiving an Opt-Out Notice~~ and (b) all Participating Customers that left the program for any reason. ~~Competitive Supplier shall provide this list 10 business day after the close of they were enrolled in the Program. This Master Opt-Out File will also include any records of customers that have opted-out during previous ESAs, which will be provided to Competitive Supplier by the Municipality. The report shall include all customer identifying information provided by the Local Distributor Read Month, and (i) Opt-Out Notice mailing date (if applicable) and (ii) opt-out date.~~

4) REFRESH MAILING LIST: ~~This mailing list.~~ Throughout the term of this Agreement, as mutually agreed to by the Parties, the Competitive Supplier shall be created every obtain from the Local Distributor an updated file that includes all Eligible Customers in the Municipality, hereinafter the Updated LDC Eligible Customer File. Once each month, or as otherwise agreed to by the Parties, by the Competitive Supplier and shall create a Refresh Mailing List of New Eligible Customers, which shall include customer information for all consumers listed customers in the Updated LDC Standard Offer Last Resort Service File but excluding only consumers Eligible Customer File and exclude all customers listed in the Master Opt-Out File.

5) MONTHLY COMMISSION REPORT—: Competitive Supplier shall provide Municipality with information to obtain this monthly report online, provided, however, if online access is unavailable for any reason, Competitive Supplier shall provide a written copy of such report within thirty (30) days ~~of receipt of a written request from Municipality.~~

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~~TEMPLATE~~ KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code _____

Rate Name _____

Consumer _____

No Accounts _____

kWh

January _____

February _____

March _____

April _____

May _____

June _____

July _____

August _____

September _____

October _____

November _____

December _____

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EXHIBIT C

REC PURCHASE AGREEMENT

(to be completed pending selection of supplier)