

RESIDENTIAL TERMS OF SERVICE FIXED PRICE PRODUCT



1.1 TERM. This Agreement shall become effective on the Contract Date designated on the Retail Electric Agreement and shall commence on the Utility Transfer Date immediately following such Effective Date and continue for the term as designated on the Retail Electric Agreement and after such date unless terminated pursuant to Paragraph 1.2.

1.2 RENEWALS AND TERMINATION.

- (a) TriEagle Energy, LP ("TriEagle") will notify Customer of all available renewal options, which will include at least one fixed rate, at least thirty [30] days prior to expiration of this Agreement and will otherwise offer to renew the Agreement under terms and pricing in effect at that time ("Renewal Agreement").
- (b) Once this Agreement is executed, if Customer terminates this Agreement without cause, then Customer shall pay to TriEagle all reasonable costs of termination in accordance with Paragraph 8.1 Part (b) of this Agreement.
- (c) If Customer terminates this Agreement for cause, including, but not limited to, default by TriEagle; TriEagle's failure to maintain its REP certification in good standing; or Customer moves to another premise and provides reasonable evidence that it no longer occupies the location specified in the Agreement, and provides a forwarding address; there shall be no penalty to Customer.
- (d) Upon not less than thirty (30) days prior written notice, TriEagle shall have the right to terminate this Agreement without penalty if Customer defaults on obligations under this Agreement.
- (e) TriEagle may terminate this Agreement without penalty if the Utility Transfer Date is delayed for a thirty day (30) period of time for which, in TriEagle's sole discretion, is perceived as unreasonable.
- (f) If a Renewal Agreement is not executed prior to the current Agreement's expiration date, TriEagle will continue to provide electric service on a month to month indexed Holdover Rate. The indexed Holdover Rate as described in Section 1.3 is for the energy supply charge only and the customer will be responsible to pay all other applicable costs, including changes to: ERCOT market structure, such as nodal; ERCOT pass through charges; the transmission and distribution charges, and other related charges from your local TDSP; a base charge; Public Utility Commission of Texas (PUCT) assessment; and all applicable taxes, including Gross Receipts Tax (GRT).

1.3 HOLDOVER PRODUCT. The energy charge for the Variable Holdover Product will be roughly based upon future energy prices or other market conditions. This price may change from one billing cycle to the next. You may obtain the previous 12 months' average monthly billed Holdover Rates by visiting www.TriEagleEnergy.com or by calling 1-877-933-2453 (toll-free). The historic pricing is not indicative of present or future pricing.

2.1 RETAIL ELECTRIC PROVIDER SERVICES. Customer authorizes and TriEagle shall: (i) act as Customer's Retail Electric Provider for all purposes; and (ii) provide all services required of a Retail Electric Provider. TriEagle shall have no responsibility for payment of any outstanding debts owed by Customer to the Transmission and Distribution Service Provider ("TDSP") or previous supplier of electricity.

2.2 SERVICE CHARACTERISTICS. Service shall be provided in accordance with Customer's existing connection requirements unless Customer requests a change by the TDSP and pays for the cost of that change. Customer shall not use the electric power and energy furnished hereunder as an auxiliary and supplement to any other source of power and shall not resell any capacity or energy purchased hereunder.

2.3 WEATHERBUG® HOME SCORECARD PROVISIONS. If your product includes a WeatherBug® Home ScoreCard, then the provisions of this Section 2.3 apply to you. WeatherBug® Home Scorecard plans are only available for customers who have an installed smart meter. If your service location does not have a smart meter, or your smart meter is removed for any reason, you agree that your service will be moved to a

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corresponding rate plan for the same term as in your original agreement. The information provided on the WeatherBug® Home Scorecard is generated from the best available data according to your usage meter readings. TriEagle may calculate an invoice based on estimated meter readings in the absence of actual meter readings from the TDSP. Once actual meter readings are received, TriEagle will make adjustments on a subsequent invoice.

2.4 WI-FI THERMOSTAT PROVISIONS. If your product includes a free or discounted Wi-Fi thermostat(s), then the provisions of this Section 2.4 apply to you. Free and or discounted Wi-Fi thermostat offers are only available for customers who have an installed smart meter. If your service location does not have a smart meter, or your smart meter is removed for any reason, you agree that your service will be moved to the corresponding non-thermostat rate plan for the same term in your original agreement. In exchange for the free or discounted Wi-Fi thermostat, and to get the most out of your new thermostat, you agree to enroll such thermostat with WeatherBug® Home using the instructions provided. In order to optimize your energy efficiency and to help you take advantage of economic savings through TriEagle's PrimeTime program, you also expressly agree to allow TriEagle to make real-time adjustments to your thermostat(s). You may manually override these adjustments to your thermostat at any time, at no time are you obligated to keep your thermostat at the adjusted level(s).

2.5 PRICE. The price you pay for electricity is set forth in the Electricity Facts Label ("EFL"). The Energy Charge to be paid per billing cycle by Customer to TriEagle will include: cost of energy; ERCOT pass through charges; the transmission and distribution charges and other recurring charges from your local TDSP. Excluded from the Energy Charge is: a Base Charge, PUC Assessment and all applicable taxes, including Gross Receipts Tax ("GRT") as stated in the customer's EFL. The monthly charge for energy is determined by multiplying the actual usage in kWh by the Energy Charge reflected on the EFL, if actual meter readings are available. TriEagle may calculate an invoice based on estimated meter readings in the absence of actual meter readings from the TDSP. Once actual meter readings are received, TriEagle will make adjustments on a subsequent invoice.

2.6 SWITCHING CHARGE. There is no TDSP charge for a standard switch. A standard switch may occur within one (1) to three (3) business days after the authorized switch signal has been sent to ERCOT by TriEagle. If a Customer requests a self-selected switch or a move-in request, your TDSP may assess a charge for this service and it will be reflected on your first invoice from TriEagle. This charge will vary from TDSP to TDSP and the charge is subject to change by the TDSP.

2.7 MARKET DESIGN CHANGES. The TriEagle Electric Rate does not include any costs associated with future Load Congestion Zone or Nodal Management Congestion System changes.

2.8 MATERIAL CHANGES TO TERMS OF SERVICE. TriEagle will provide 14 days advance notice of any change to the terms in this Agreement as described by the Texas Public Utility Commission Sub Rules located via online at <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.475/25.475.pdf>. Upon receiving notice, the Customer has the right to decline the change and choose another REP. The changes will become effective on the date stated in the notice unless the Customer cancels the Agreement in writing and said notice is received in our office prior to the effective date of the change. No termination penalty shall apply for 14 days from the date that the notice is sent to the Customer if termination is solely because of a material change in this Agreement. A termination penalty may apply if the Customer does not notify TriEagle prior to the expiration of the 14 day notice. Notice is not required for a change that benefits the Customer.

2.9 REGULATORY CHANGES TO PRICE. If new or changes to market structure, tariffs, rates, riders, fees, or customer load profile(s), charged or authorized by your TDSP, ERCOT, PUCT or other regulatory party with respect to the acquisition, sale, delivery, and purchase of the electricity will increase the cost to TriEagle for performance of this Agreement, TriEagle Energy may pass through such regulatory increases to the Customer at cost. The TriEagle Energy Electric Rate of the Agreement does not include any costs

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associated with the implementation of a Capacity Market structural change. If ERCOT implements a Capacity Market structural change after the date this Retail Electric Service Agreement is executed, TriEagle Energy shall charge the Customer the capacity costs associated with the customer's ESI-ID(s) listed under this Agreement. The capacity costs associated with the customer's ESI-ID(s) will be listed as a separate pass through line item on the customer's invoice. For purposes of the paragraph, "Capacity Market" means the method, formulas and/or equations used to determine charges for capacity by ERCOT in the ERCOT Protocols once the ERCOT Capacity Protocols are implemented.

3.1 TAXES. Except as otherwise specified herein, Customer is liable for and shall pay all taxes applicable to the sale of capacity and energy incurred by TriEagle for Customer's account. Customer shall also be liable for all assessments and other charges imposed by the PUCT or any governmental authority, on the sale of electricity by TriEagle to Customer.

4.1 METERING. The supply of energy and capacity under this Agreement shall be measured at the delivery point by the TDSP providing the delivery service in accordance with the terms of the applicable tariff for retail delivery service. TriEagle and Customer shall be bound by the measurement from the meters owned, installed, maintained and read by the TDSP. Customers that have an advanced metering system (also known as a Smart Meter) will receive a weekly email with the previous week's usage determined by Smart Meter Texas. The usage data will be managed by an affiliate of TriEagle.

5.1 BILLING AND PAYMENT.

- (a) Invoices for sums due shall be rendered monthly in either paper or electronic format, or both, as requested by Customer. Invoices shall be rendered to Customer at Billing Address as specified in the Agreement or at such other address as directed by Customer in writing.
- (b) All invoices rendered are due when received and are past due if not paid within sixteen (16) days of the date of the bill (the "Due Date"). If Customer fails to pay the entire amount of any invoice by its Due Date, and unless Customer has provided TriEagle with written notice disputing all or some of the charges prior to the Due Date, Customer shall pay TriEagle a late fee equal to 5% of the uncontested and unpaid balance. The late fee on the uncontested and unpaid balance does not apply to a customer receiving a low-income discount pursuant to the Public Regulatory Act (PURA) §39.903(h) (<http://www.puc.texas.gov/agency/ruleslaws/statutes/Pura11.pdf>)
- (c) If Customer disputes any invoice or portion thereof, Customer shall do so by contacting TriEagle prior to the Due Date and shall provide TriEagle with all substantiation, documentary and otherwise, of the claim. The customer may also file a complaint with the PUC of Texas as described in 14.1. Disputed invoices will not be required to be paid while complaint is pending before the PUC.
- (d) The TriEagle Budget Billing Payment Plan is available to any Customer whose account has no outstanding balance, regardless of credit history. The Budget Billing Payment Plan allows Customer to pay about the same amount for the electric service portion of the invoice each month. The monthly average billing amount is based either on (i) the previous 12 months of usage history at Customer's current location or (ii) TriEagle's estimated annual usage for the location if a full 12-month history is unavailable. After 12 months on the Budget Billing Payment Plan, TriEagle will review Customer's account for an annual true-up to see whether there is an over-billing or under-billing situation. TriEagle will then (i) credit Customer's account for any over-billed amount; (ii) bill Customer's account for any under-billed amount; and/or (iii) recalculate Customer's next 12 months payments under this Plan based on any under-billing or over-billing.
- (e) If Customer is unable to make payment before the Due Date, then Customer should contact TriEagle Customer Care at **877-93-EAGLE [32453] (toll-free, 8AM-7PM Central Time, Monday through Friday)** to inquire about a special payment arrangement. If Customer has been under-billed by \$50 or more, the invoice is due during an extreme weather emergency or a state disaster declared by the governor, TriEagle will offer a payment plan or alternative payment arrangement. TriEagle Energy offers information about bill payment assistance programs,

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payment arrangements, or deferred payment plans for qualifying Customers, however, TriEagle may require an initial payment to initiate these plans. A portion of these programs is funded through contributions by other TriEagle Customers; If Customer has been disconnected during the preceding 12 months, has submitted more than two payments during the preceding 12 months that were found to have insufficient funds available; or has been a TriEagle customer for less than 3 months and does not have sufficient credit or payment history with another REP, Customer may not be eligible for a deferred payment plan.

- (f) The Weatherization Assistance Program (<http://www.tdhca.state.tx.us/community-affairs/wap/index.htm>) for Low Income Persons (WAP) is designed to promote energy efficiency in the residences of low income Texans. The program provides for energy-related improvements to homes, and educates consumers about energy conservation. The program goal is to reduce the energy cost burden of low income households through energy efficiency. The WAP is administered through sub-recipients, which collectively cover all 254 counties of the state. Customer should call TriEagle Customer Care at **877-93-EAGLE [32453] (toll-free, 8AM-7PM Central Time, Monday through Friday)** to receive contact information about the sub-recipients for their county.
- (g) A fee of thirty dollars (\$30.00) per incident will be charged for checks and electronic (ACH) items returned.

5.2 DEPOSITS.

- (a) Required security for payment from Customer (if any) shall be in the sole discretion of TriEagle and shall be based on TriEagle's good faith evaluation of Customer's credit history and an average of 16,000 annual kilowatt-hours usage. However, in no event shall TriEagle require security from Customer based on a calculation in excess of one-fifth (1/5th) of the customer's estimated annual billing. As a Customer of TriEagle, two (2) late payments or one disconnection of service may trigger a request for a security deposit. Any security deposits shall be kept in a separate account and shall not be commingled with TriEagle's funds. Interest will be paid on security deposits at the rate approved by the Texas Public Utility Commission (<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>) A Customer may be eligible for a refund of their security deposit if the Customer has paid bills for service for 12 consecutive billing periods or TriEagle is in receipt of the Customer funds for which the Customer has paid in full the final invoice and any and all outstanding balances due TriEagle. If Customer qualifies for the LITE-UP Program, then Customer is eligible to make a required deposit in two equal monthly payments if the deposit exceeds fifty dollars (\$50.00).
- (b) Some customers may be eligible to have their deposit waived if they are (i) 65 years of age or older and are not currently delinquent in payment of any electric service account, or (ii) a victim of family violence as defined in the Texas Family Code §71.004 (<http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.71.htm#71.004>) Customers who believe they may qualify under any of these criteria should contact TriEagle Customer Care at 877-93-EAGLE [32453] (toll-free, 8AM-7PM Central Time, Monday through Friday) to arrange for waiver of the deposit requirement.

5.3 DISCONNECTION OF SERVICE. TRIEAGLE MAY DISCONNECT CUSTOMER'S ELECTRIC SERVICE IF CUSTOMER DOES NOT PAY A DEPOSIT OR INVOICE IN FULL BY THE DESIGNATED DUE DATE.

TriEagle will provide Customer with at least ten (10) calendar days prior written notice of the intent to disconnect Customer's electric service pursuant to the terms stated above. TriEagle may disconnect service as early as the first day after the date stated on the disconnection notice; however, the day of disconnect will not be a holiday or weekend day. Customer will be liable for all TDSP fees, applicable taxes and charges associated with any disconnection of service for nonpayment and reconnection. Disconnection and reconnection fees will vary from TDSP to TDSP and the fees may be

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subject to change by the TDSP. Disconnection for nonpayment shall be in addition to any and all other remedies available in this Agreement or under the law.

6.1 CRITICAL CARE AND CHRONIC CONDITION RESIDENTIAL QUALIFICATION. In order to qualify as a Critical Care or Chronic Condition Residential Customer, the customer can request from TriEagle the PUCT's standardized *Application for Chronic Condition or Critical Care Residential Customer Status* or go to (<http://www.puc.texas.gov/industry/electric/forms/critical/ccform.pdf>) for an English version or (http://www.puc.texas.gov/industry/electric/forms/critical/ccform_spanish.pdf) for a Spanish version. A Chronic Condition Residential Customer is defined as a "customer who has a person permanently residing in his or her home who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. If that serious medical condition is diagnosed or re-diagnosed by a physician as a life-long condition, the designation is effective under this section for the shorter of one year or until such time as the person with the medical condition no longer resides in the home. Otherwise, the designation or re-designation is effective for 90 days". A Critical Care Residential Customer is defined as "a customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon electric-powered medical device to sustain life. The designation or re-designation is effective for two years" (<http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.497/25.497.pdf>). If the application is approved, the TDSP will notify TriEagle of the final status of the application process or if a 14 day temporary designation is granted. At the same time, the TDSP shall inform the customer of the customer's right to file a complaint with the commission pursuant to §22.242 (<http://www.puc.texas.gov/agency/ruleslaws/procrules/pr-m/22.242/22.242.pdf>). The TDSP shall notify the customer of the expiration of their designation via a mailed renewal notice for a period longer than 90 days for a Chronic Condition Customer or at least 45 days prior to the expiration date of the customer's designation for a Critical Care Residential Customer. The TDSP will then notify TriEagle when a customer is no longer granted designation.

6.2 CRITICAL CARE AND CHRONIC CONDITION RESIDENTIAL CUSTOMER DISCONNECTION RIGHTS. In order for a Critical Care Customer to avoid disconnection of service, the Customer shall accomplish all of the following by the stated date of disconnection:

- a) The Customer's attending physician (for purposes of this paragraph, the "physician" shall mean any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) shall call or contact TriEagle by the stated date of disconnection;
- b) The Customer's attending physician shall submit a written statement to TriEagle; and
- c) Enter into a deferred payment plan.

The Customer may contact TriEagle for information regarding other available forms of payment assistance. The prohibition against service disconnection for a "qualified" critical care customer having satisfied steps (a), (b), and (c) noted above, shall last sixty-three (63) days from the issuance of the bill for electric service or a shorter period agreed upon by TriEagle and the Critical Care Customer or their attending physician.

For Chronic Condition Customers, TriEagle is required to send written notice of intention to disconnect to the Customer and the secondary contact listed on the commission-approved application form no later than 21 days prior to the date that service would be disconnected. Notice will be a separate mailing or hand delivered notice with a stated date of disconnection and the words "disconnection notice" prominently displayed (<http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.483/25.483.pdf>).

7.1 WARRANTIES. TriEagle warrants that it will deliver to Customer, Customer's capacity and energy requirements in accordance with this Agreement, free and clear of all liens, claims and encumbrances arising prior to the delivery point or points. Customer shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the capacity and energy after receipt at the

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delivery point or points. **OTHER THAN AS SET FORTH IN THIS PARAGRAPH, TRIEAGLE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF CAPACITY AND ENERGY AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7.2 INDEMNITY. TRIEAGLE AND CUSTOMER SHALL, AND EACH HEREBY DOES, INDEMNIFY, DEFEND, AND HOLD HARMLESS FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING WHEN TITLE TO CAPACITY AND ENERGY IS VESTED IN THE INDEMNIFYING PARTY.

8.1 OBLIGATIONS. During the term of this Agreement, TriEagle shall sell and deliver, or cause to be delivered to Customer, and Customer shall purchase and receive, or cause to be received from TriEagle all of Customer's capacity and energy requirements in accordance with the terms and provisions of this Agreement.

- (a) TriEagle's payment of damages to Customer for any actionable breach by TriEagle, not excused in writing by the Customer, of TriEagle's electric generation supply obligations shall be limited to the lost savings, if positive, equal to the most economical price available to Customer from the Provider of Last Resort (POLR) or a third party Retail Electric Provider; minus the fixed price of energy supply as provided in Paragraph 2.5; times the Customer's energy usage at the corresponding times for the duration of the breach.
- (b) A Customer's payment of damages to TriEagle for early termination of this Agreement not excused in writing by TriEagle **shall be twenty dollars (\$20.00) times the number of months remaining on the term of the Agreement.** In addition hereto, Customer shall also be liable to TriEagle for payments of all outstanding charges incurred prior to cancellation by Customer.

8.2 TRIEAGLE ENERGY'S RIGHT TO CANCEL SERVICE. You are affirming to TriEagle Energy that you have provided TriEagle Energy with your correct and complete customer name, address and contact information and you do not have any outstanding balance or conflicting contractual obligations with TriEagle Energy or any other REP. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, TriEagle Energy can cancel this Agreement immediately. If TriEagle Energy cancels this Agreement, you must still pay all TriEagle Energy charges through the date you are switched to another provider and any applicable early termination fees.

9.1 FORCE MAJEURE.

- (a) If either Party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after the event, then during the pendency of such Force Majeure, but no longer period, the obligations of the Party affected by the event (other than the obligation to make payments, then due or becoming due with respect to performance prior to the event) shall be excused to the extent required. The Party affected by the Force Majeure shall take all reasonable steps to remedy the effect of the Force Majeure event.
- (b) Force Majeure shall mean any act or event that is beyond the reasonable control, and without the fault or negligence of, the Party whose performance under the Agreement is adversely affected, interrupted, or precluded by the event. A Force Majeure event includes, but is not limited to, an act of God; labor disturbance; act of public enemy; war; insurrection; riot; embargo; fire; storm; lightning; flood; explosion; breakage or accident due to machinery or equipment; acts of other parties, including ERCOT, qualified scheduling entities, TDSPs, and the respective employees and agents of such parties; a curtailment order, regulation, or restriction imposed by a governmental, military, or lawfully established civil authority; and any other condition beyond the control and without the fault of either Party.

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10.1 NOTICES. Notices shall be given as provided herein to the parties or their designees of the Retail Electric Agreement and shall be deemed to have been duly delivered if hand delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, or by Federal Express or similar overnight delivery service.

11.1 ASSIGNMENT. Customer may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of TriEagle, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of, and shall be performed by the successors and assignees to the Parties. Notwithstanding any other provision of this Agreement, Customer agrees that TriEagle shall have the right to assign this Agreement, together with all rights and obligations hereunder. Nothing in this provision shall deny TriEagle or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

12.1 RESOLUTION OF DISPUTES. The Parties shall in good faith negotiate all disputes. If negotiations fail, then the Parties may, by mutual agreement, submit the dispute to mediation or may choose to submit the dispute for a final and binding arbitration conducted in accordance with the American Arbitration Association (AAA) by a single arbitrator selected through the procedures of the AAA. Arbitrations shall be held in Montgomery County, Texas or as agreed to by the Parties.

12.2 GOVERNING LAW. This Agreement was executed in the State of Texas and shall in all respects be governed by, interpreted, construed and enforced and in accordance with the laws thereof, without regard to principles of conflicts of laws. Venue shall be in Montgomery County, Texas.

12.3 CONFIDENTIALITY. Neither Party shall disclose the terms of this Agreement to any third party (other than such party's employees, lenders, counsel, transferees, assignees, accountants or other advisors) except in order to comply with any applicable law, order, regulatory or exchange rule.

12.4 PRIVACY POLICY. We will take reasonable steps to protect Your Personal Information as required by applicable law and the Public Utility Commission. We may share Your Personal Information only for the purposes related to any energy evaluation products hosted by TriEagle Energy, only as necessary and only with (i) our own employees and service affiliates, (ii) you, representative or broker, (iii) any vendors, contractors, consultants, licensors, or suppliers of us that have agreed to keep such information confidential, and (iv) any person authorized to have access to, or to whom we are required to provide or disclose, Your Personal Information under applicable law, order, exchange rule or regulation administered by the Public Utility Commission of Texas. We will not sell Your Personal Information to third parties for any reason. If your product includes a WeatherBug® Home subscription or if you have agreed to register a smart Wi-Fi thermostat in conjunction with one of our energy conservation programs, only as necessary, will we disclose energy related data retrieved from your smart meter as well as publicly-available information about your neighborhood and your home.

12.5 ENTIRE AGREEMENT. This Agreement, the Retail Electric Agreement, and all attachments, if any, hereto constitute the entire agreement between the parties relating to the subject matter hereof and supersede any other agreements, written or oral, between the parties concerning the subject matter of the Agreement.

12.6 ANTIDISCRIMINATION. TriEagle does not deny service or require a prepayment or security deposit for service based on Customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services. Additionally, TriEagle does not use a credit score, a credit history, or utility payment data as the basis for determining the price of electric service for a product with a contract term of twelve (12) months or less.

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12.7 NO WAIVER. No waiver by either Party of any default by the other Party under this Agreement shall operate as a waiver of a future default whether of a like or different character.

12.8 SEVERABILITY. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court of any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been executed without the invalid portion. In the event any provision of this Agreement is declared invalid, the Parties shall promptly renegotiate to restore this Agreement as near as possible to its original intent and effect.

12.9 SURVIVAL. The provision of this Agreement concerning payment, confidentiality, and indemnification shall survive the termination or expiration of this Agreement.

13.1 RECISSION. Under the market rules, a customer has until midnight of the third federal business day after receipt of the Terms of Service in which to provide notice to TriEagle that customer elects to rescind, without charge or penalty. **To rescind this agreement, please contact TriEagle Customer Care at 877-93-EAGLE [32453] (Toll-free, 8am-7pm Central Time, Monday through Friday). If you would like to rescind and are calling outside of normal business hours, please leave us a message at 877-933-2453. (Toll-free, 24 hours a day, 7 days a week) or e-mail us at customercare@trieagleenergy.com.**

14.1 PUBLIC UTILITY COMMISSION OF TEXAS CONTACT INFORMATION

E-mail: customer@puc.texas.gov
Website: <http://www.puc.texas.gov>
Phone: 1-888-782-8477 (toll free in Texas) or 512-936-7120
TTY 512-936-7136 and Relay Texas (toll-free) 1-800-735-2989
Fax: 512-936-7003
Address: PUCT, Customer Protection Division, P.O. Box 13326, Austin, TX 78711-3326

14.2 TRIEAGLE CUSTOMER CARE INFORMATION

E-mail: customercare@trieagleenergy.com
Website: <https://www.trieagleenergy.com>
Phone: (877) 933-2453 (toll-free, 8AM-7PM Central Time, Monday through Friday)
Corp Hours: 8AM-5PM Central Time, Monday through Friday
After Hours: Automated Messaging (24 hours a day, 7 days a week Central Time)
Fax: (866) 434-2314
Address: TriEagle Energy, L.P., P.O. BOX 131615, The Woodlands, Texas 77393-1615

THIS AGREEMENT WILL BE BINDING UPON CUSTOMER WHEN EITHER ELECTRONICALLY ACCEPTING (WEBSITE ENROLLMENT) THESE TERMS OF SERVICE OR SIGNING THE RETAIL ELECTRIC AGREEMENT, BY A DULY AUTHORIZED REPRESENTATIVE. NO SIGNATURE BY TRIEAGLE IS REQUIRED FOR THIS CONTRACT TO BE BINDING ON CUSTOMER.