



where energy comes from

ELECTRIC SUPPLY AGREEMENT TERMS AND CONDITIONS OF SERVICE (GREEN OPTION PRICING PLAN)

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or "you") by **MC Squared Energy Services, LLC d/b/a mc² – Where Energy Comes From (mc²)**.

Scope of mc² Service

You appoint mc² as your exclusive Alternative Retail Energy Supplier (ARES). mc² agrees to sell and you agree to buy all of your electric power and energy service subject to the terms in this Agreement. You authorize mc² to obtain all data necessary so that mc² can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data (including interval usage data) from the Utility (Commonwealth Edison), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

Price

You agree to pay the Fixed Price per kWh for the Initial Term Length as specified in the Account and Price Confirmation Section of this Agreement. You also agree to pay mc² all applicable taxes and any other governmental fees. In addition to mc² electricity supply charges, Utility distribution charges and related taxes will be itemized separately by the Utility in your Utility bill and are not included in this Agreement. You are responsible to pay the Utility for these charges.

Initial Term

mc² will commence service subject to receiving an accepted Delivery Access Service Request (DASR) from Utility for Customer's Utility account based on the Meter Read Cycle start date(s) and continue through the estimated customer Meter Read Cycle end date(s) as defined above in the Account and Price Confirmation Section of this Agreement. Meter Read Cycle start and end dates are based on estimates which may vary based on actual Utility read dates for those cycles.

Billing and Payment

The cost of your power and energy from mc² will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc² for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

No Savings Guarantee

mc² does not guarantee that your mc² price will be lower than the ComEd rate for any or all billing periods of your contract.

Renewal

Unless otherwise specified, mc² will send an electronic notice to the email address provided at least 30 but not more than 60 days prior to the initial contract end date for one of the following options:

- a) **Automatic Renewal Notice or New Contract Notice:** If mc² opts to renew or extend this agreement, the renewal notice will offer to extend the Customer's contract at a specified market price and term. **THE CUSTOMER MUST PROVIDE NOTIFICATION TO CANCEL THIS RENEWAL OFFER WITHIN 30 DAYS OF THE RENEWAL NOTICE DATE. AFTER 30 DAYS, THE RENEWAL OFFER WILL BE DEEMED ACCEPTED, AND THE CUSTOMER'S CURRENT CONTRACT WILL BE AMENDED ACCORDINGLY.**
- b) **Contract Expiration Notice:** If mc² opts not to renew or extend this agreement, your account will be returned to ComEd's bundled tariff rate and you will be responsible for arranging your new electricity supply service.

If you cancel the renewal agreement or your contract expires without a renewal, mc² will return your service to ComEd's bundled tariff rate.

CANCELLATIONS MAY BE SENT ELECTRONICALLY
TO: cancel@mc2energyservices.com

OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc²

175 West Jackson Blvd., Suite 240

Chicago, IL 60604

Fax: (877) 281-1279

Early Termination

In addition to any other remedies mc² may have, this Agreement may be terminated by mc² upon a 30 day notice to the customer if you move, you cease to be a Utility customer or you become ineligible for Utility Consolidated Billing. You may terminate at any time upon a 30 day notice. If you terminate, or otherwise breach this Agreement, no termination charges will be assessed, but you will be obligated to pay for services rendered under this Agreement through termination.

Adverse Material Change

This Agreement may be revised at any time by mc² in the event of the occurrence of an event beyond mc² reasonable control that materially alters the obligations of mc² in performance of this Agreement. In this circumstance, mc² will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc² may terminate this Agreement.

100% Renewable Energy

You elected to have mc² supply an Enhanced Renewable Energy Mix in the form of Renewable Energy Credits (RECs) to create a 100% renewable energy resources program for you (as described at www.green-e.org/rec). The Price indicated in this Agreement includes the cost of the additional RECs for the Initial Term. Green-e Energy certifies that Green Option Price Plan meets the environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification go to www.green-e.org. For details on the mc² renewable resource mix, reference the Product Content Label on www.mc2athome.com.

Rescission Notice

YOU MAY RESCIND THIS CONTRACT BY NOTIFYING MC2 OR THE UTILITY WITHIN 10 BUSINESS DAYS AFTER THE UTILITY PROCESSES YOUR ENROLLMENT. To rescind this agreement, contact mc² at cancel@mc2energyservices.com, call (855) 740-9992 or contact ComEd at 1-800-EDISON1.

Notices

Except as otherwise set forth in this Agreement or required by applicable law, all notices to be provided under this Agreement shall be electronic to the email address provided. Customers may update any changes to their email address through the My Account Portal on mc2energyservices.com.

Limitations of Liabilities

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC2S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

Miscellaneous Provisions Waiver

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

Assignment

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc² may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

Force Majeure

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc² suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc² to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

Entire Agreement Amendments

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

Emergency, Outage and Wire Service

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

Customer Care

Customer may contact mc² for Customer Care if Customer has specific comments or questions by calling mc²'s toll-free telephone number at (855) 740-9992 between the hours of 8AM and 5PM, faxing mc² at (877) 281-1279, emailing mc² at info@mc2energyservices.com, visiting our website at www.mc2athome.com or mailing to the business address. The Illinois Commerce Commission can also be reached at (800) 524-0795, TTY at (800) 858-9277 and their website address is <http://www.icc.illinois.gov/>.

Dispute Resolution

In the event of a dispute between you and mc², you and mc² both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.