

1. **Agreement to Purchase Energy:** IronHorse Power Services LLC (“IHPS”) is certified as a Retail Electric Provider (“REP”) by Public Utility Commission of Texas (“PUC”) and is not affiliated with any utility. Customer (as identified on Schedule A) hereby appoints IHPS as its limited agent for the purpose of acquiring the supplies necessary to meet its electricity needs. Delivery of electricity to Customer's Service Locations and maintenance of the electric delivery system is performed by the transmission and distribution utility (“TDU”). PUC regulates distribution and transmission prices and services. IHPS agrees to sell, and Customer agrees to purchase and accept, the quantity of electricity delivered to Customer’s meter by TDU. This Agreement consists of the electricity facts label (“EFL”), this terms of service document together with any associated schedules, and the Your Rights as a Customer document (“YRAC”) (collectively, the “Agreement”).

2. **Enrollment:** This Agreement shall be effective upon return of Customer-signed Agreement to, and acceptance by, IHPS. Residential Customers have the right to cancel this agreement within three (3) federal business days of receiving this Terms of Service by contacting IHPS (toll free) at 1-866-316-1549 or via email at customerservice@ironhorsepowerservices.com. Please include your name, address, phone number, account number, and the last four (4) digits of your Social Security Number in your rescission request. IHPS will use commercially reasonable efforts to commence service on the next available meter read date on or after Start Date.

3. **Eligibility and Waiver:** These Terms of Service are intended for retail customers classified as “Residential” by the applicable TDU tariff (“Residential Customers”) who are not part of an aggregation of 50 kW of demand or greater.

4. **Term:** The Initial Term (as defined by Schedule A) shall commence on the date TDU switches service to IHPS and will continue for the number of months thereafter as indicated by Contract Term selected on Schedule A. IHPS will provide Customer at least fourteen (14) calendar days' notice in advance of the end of Initial Term. A final bill will be rendered after the final meter reading. Upon completion of the Initial Term, if Customer does take action to ensure the

continued receipt of retail electric service upon the contract’s expiration, this Agreement will automatically renew, and Customer shall continue to receive electric service from IHPS at a month-to-month variable holdover rate (“Holdover Product”), until Customer renews with IHPS or switches to another REP. If Customer automatically renews at the Holdover Rate, Customer may terminate at any time without penalty. Customer may obtain the previous 24 months' average monthly billed holdover rate by visiting www.ironhorsepowerservices.com or calling IHPS (toll-free) at 1-866-316-1549. Historical pricing is not necessarily indicative of present or future pricing. These Terms of Service, as modified by this section, apply to the Holdover Product.

5. **Contract Type:** This Terms of Service is for a Fixed Rate Product, which is a retail electric product with a term of at least three months for which the price (including all recurring charges and ancillary service charges) for each billing period of the contract term is the same throughout the contract term, except that the price may vary from the disclosed amount solely to reflect actual changes in TDU charges, changes to the Electric Reliability Council of Texas (“ERCOT”) or Texas Regional Entity, Inc. administrative fees charged to loads or changes resulting from federal, state or local laws that impose new or modified fees or costs on IHPS that are beyond the IHPS’s control. The price will not vary to reflect changes in ancillary service charges unless the PUC expressly designates a specific type of ancillary service product as incurring charges beyond the control of IHPS or REPs generally for existing customer contracts. This Terms of Service further applies to the Holdover product described herein, which is a month-to-month (also known as variable) product. Customers on a Holdover rate may cancel at any time without incurring an early termination fee (“ETF”).

6. **Metering and Measurement:** Customer and IHPS accept the quantity, quality, and measurement determined by TDU providing delivery service to Service Location, for purposes of accounting for electricity supplied under this Agreement, in accordance with the terms of the applicable tariff for retail delivery service.

7. **Switching to IHPS:** TDU may, in accordance with its tariff, charge a fee to switch Customer to IHPS. This charge will be passed through to Customer at cost. A standard switch may occur within one

(1) to three (3) business days after Customer has authorized a switch to be transmitted by IHPS.

8. **Pricing:** Customer's product information and contract price are set forth in the EFL and Schedule A to this Agreement. If this Agreement was transacted using the services of a Broker or Aggregator, then the fee charged by Broker or Aggregator to Customer for such services may be included in the Price. The amount Customer shall pay each billing cycle will consist of the Energy Charge multiplied by Customer's monthly kWh usage plus, the Base Charge (if applicable), any non-recurring IHPS fees, all TDU charges including the TDU Delivery Charge, ERCOT Contingency Reserve Service (ECRS) Charges, Firm Fuel Charges, and applicable federal, state, and local taxes, including the Miscellaneous Gross Receipts Tax Reimbursement and the PUC Assessment, as well as any fees or other amounts charged by ERCOT or any government entity. Additionally, Customer may be billed for any Schedule B Programs in accordance with Section 9.
9. **Schedule B Programs:** Residential customer plans may include a 3rd party nonelectrical Schedule B Program. Information regarding Schedule B Programs will be included/found on a separate document in the welcome packet titled: "Schedule B" followed by the name of the specific program. Please note, not every IronHorse plan offering will include Schedule B Programs. Please refer to your welcome packet document/link for any information regarding your specific plan.
10. **Credit Requirements:** IHPS may use credit reporting agencies to document and evaluate Customer's credit and/or payment history.
11. **Billing:** If actual meter readings are unavailable, invoices may be calculated based on estimated meter readings. Once actual meter readings are received, adjustments will be made on a subsequent invoice. Disconnection of electric service will not excuse Customer from paying any outstanding amounts owed to IHPS and

Customer will be responsible to pay IHPS for any electricity used prior to termination of this Agreement as well as any late payment charges. Customer may request up to twenty-four (24) months of billing/payment history without charge no more than twice within a twelve (12) month period. Any additional requests shall result in a fee of \$5.00 per bill period requested. Customer will receive a monthly invoice from IHPS in either paper or electronic format, or both, as requested. There is no charge for electronic formatted bills or electronic payment.

12. **Processing Fees and Additional Fees:** Seller may assess a 3% surcharge on all payments made by credit or debit card. Seller will assess a \$40 fee for any returned check, electronic fund transfer or credit or debit card transaction not processed due to insufficient funds or credit availability.
13. **Payment:** All invoices rendered are due when received and are past due if not paid within sixteen (16) days of the date of the bill ("Due Date"). Late payments, delinquent or past due balances will result in a late payment fee equal to 5% of the month's past due amount.
14. **Disconnection:** If Customer fails to pay for electric service, the above listed late fees may be applied, and IHPS will have the right to authorize disconnection of Customer's electric service. IHPS will issue a notice to Customer at least ten (10) calendar days prior to the disconnection date. Customer may be charged a \$50.00 disconnect notice fee, and if disconnection is ordered, IHPS will charge buyer:
- A \$50 disconnection fee for processing an electric service disconnection transaction.
 - A \$50 reconnection fee in the event that IHPS process a reconnection transaction on Customer's account; and
 - Any fees assessed by the TDU for the disconnection and reconnection of service.

Seller will assess disconnection fees regardless of whether Buyer's electric service is actually disconnected by the TDU if the Seller sent the transaction orders.

15. **Insufficient Funds Fee and Partial Payments:** A \$40 insufficient funds fee per transaction shall be assessed against any transaction not processed due to insufficient funds or credit availability for any method of payment including checks, bank

drafts debit card, or credit card transactions. Customer is responsible for payment of all electricity consumed at the contracted Service Location; hence, IHPS may auto-debit Customer's account without notice for any and all final amounts due after the account is in non-active status with IHPS. If a check is returned to IHPS for any reason, IHPS may auto-debit Customer's account without notice for the amount due plus the \$40 returned check fee.

- 16. Disconnection Without Notice:** IHPS and the TDU may disconnect the customer without notice for any of the following reasons: (1) where a known dangerous condition exists for as long as the condition exists; (2) where service is connected without authority by a person who has not made application for service; (3) where service is reconnected without authority after disconnection for nonpayment; (4) where there has been tampering with the equipment of the TDU; and (5) where there is evidence of theft of service.
- 17. Collections:** IHPS reserves the right to automatically charge the credit/debit card and/or checking account for any unpaid balances that are deemed past due and/or in collection status. If the account is referred to a third-party collection company, Customer may be charged a collection fee of up to 33% in addition to any expenses incurred by the third-party collection company. If the account is referred to an attorney for legal action (including the drafting of a demand letter), any and all attorney fees and court costs will be charged and billed to Customer. Customer shall be responsible for any and all fees associated with collecting any amounts owed to IHPS, including but not limited to any fees charged by the collection agency or other entity.
- 18. Taxes:** Customer will pay all applicable taxes, fees and charges associated with the purchase of electric service under this Agreement. IHPS will not be liable for any taxes not paid by Customer.
- 19. IHPS Termination Rights:** Customer affirms to IHPS that Customer has provided IHPS with the correct and complete Customer name, service address, billing information, and contact information, and Customer does not have any outstanding balance or conflicting contractual obligations with IHPS or any other REP. If there is
- any evidence that any of these statements are untrue, that Customer has withheld pertinent information, or that Customer otherwise provided fraudulent or misrepresented information, IHPS may terminate this Agreement immediately without notice. IHPS pass through any TDU assessed termination charges if (a) required or allowed by law, (b) TDU is unable to service Customer's Service Location, or (c) Customer defaults or breaches this Agreement.
- 20. Termination for Non-Payment:** If IHPS disconnects Customer for non-payment, IHPS has the right to terminate this agreement. IHPS will provide Customer (i) at least thirty (30) calendar days' notice of termination under this section, and (ii) at least five (5) calendar days to cure such Customer default or breach of this Agreement. If IHPS terminates this Agreement under this section, an early termination will be deemed to have occurred and any applicable ETFs will apply. Customer must still pay any charges incurred by IHPS related to Customer through the date Customer is switched to another REP.
- 21. Early Termination:** If Customer terminates this Agreement prior to the end of the Initial Term for any reason, except as expressly provided herein, Customer will be charged an ETF. Customer has ability to terminate service without penalty if Customer moves to another premises and provides evidence that it is moving, if required, and a forwarding address. Customer should notify Ironhorse at least three (3) business days prior to any early termination to ensure timely processing.
- 22. Early Termination Fee:** The ETF will be charged as detailed in the EFL and Schedule A.
- 23. Customer Information Release:** Customer's execution of this Agreement shall constitute authorization for IHPS to obtain and review certain information from Customer's TDU, including consumption history. This authorization will remain in effect during Initial Term of this Agreement. IHPS will take reasonable steps to protect Customer's personal information as required by applicable law and PUC and by IHPS's Privacy Policy. IHPS is prohibited from disclosing certain Customer Information (Social Security number, account number(s), phone number, or billing data) without Customer's written consent except as required for IHPS collections and reporting,

participating in Universal Service Fund programs, or assigning a Customer's Agreement to another REP.

24. Disputes or Complaints: Customer may contact IHPS with any questions or concerns. If a dispute arises, IHPS and Customer agree to negotiate the resolution of such dispute in good faith. If negotiations fail, then IHPS and Customer may by mutual agreement submit the dispute to mediation or shall 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 Dallas County, Texas. At any time during a dispute, Customer may contact PUC. During the pendency of a dispute, Customer is not obligated to pay specific disputed amounts.

25. Non-Discrimination: IHPS does not discriminate, deny service, or require a prepayment or deposit for service based on a Customer's race, creed, color, religion, national origin, ancestry, sex, gender, marital status, sexual orientation, gender identity, age, lawful source of income, level of income, disability, familial status, geographic location, location of a customer in an economically distressed geographic area, receipt of public assistance income, or qualification for low income or energy efficiency services.

26. Regulatory Change: If there is a regulatory change or change of law which causes IHPS to incur new fees, cost or charges, IHPS reserves the right to pass through such fees, costs or charges to Customer without markup. The changes addressed in this Section may impact any, or all, of the fees, costs, charges, prices, rates, or components covered in this Agreement, whether such items are described as "fixed," "variable," "included," "passed through" or otherwise.

27. Force Majeure: "Force Majeure" shall mean any cause not reasonably within the control of the IHPS and which by the exercise of due diligence, IHPS is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by TDU or any transmitting entity. If IHPS is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, IHPS shall give prompt written notice, to the maximum extent practicable, to Customer. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any

inability so caused, and IHPS shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. IHPS must in good faith attempt to mitigate and/or terminate the Force Majeure.

28. Governing Law and Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and venue shall be proper in Dallas County, Texas. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC. The UCC can be viewed at https://statutes.capitol.texas.gov/Docs/SDocs/B_USINESSANDCOMMERCECODE.pdf

29. Assignment: Customer may not assign this Agreement, in whole or in part, or any of his or her rights or obligations hereunder without the prior written consent of IHPS. IHPS may without Customer's consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of IHPS; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of IHPS; and/or (d) transfer or assign this Agreement to another REP. Upon any such assignment, Customer agrees that IHPS shall have no further obligations hereunder.

30. Limitations of Liability: FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES AT LAW OR IN EQUITY SHALL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, IHPS'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO EVENT SHALL CUSTOMER OR IHPS BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR THIRD-PARTY DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM A BREACH OF THIS AGREEMENT.

- 31. Severability:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
- 32. IHPS Representations and Warranties:** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, IHPS PROVIDES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND IHPS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IHPS does not make any warranties as to the consistency or quality of service provided by TDU (including the quality of the power delivered), nor does IHPS guarantee that the TDU and ERCOT will be able to provide Customer uninterrupted electricity.
- 33. Customer Representations and Warranties** Customer represents and warrants that Service Location identified on Schedule A is strictly Residential.
- 34. Delay or Failure to Exercise Rights:** No partial performance, delay or failure on the part of IHPS in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.
- 35. Parties Bound:** This Agreement is binding upon the parties hereto and their respective successors and permitted assigns.
- 36. Customer Protection Rights:** Residential Customers, enjoy certain protections as specified in 16 Tex. Amin. Code §§ 25.471-.500. <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/electric.aspx>
- 37. Change in these Terms of Service and/or Electricity Facts Label:** IHPS will provide Customer with no less than fourteen (14) calendar days advance written notice of any material change in these Terms of Service and/or Electricity Facts Label ("Change in Terms"), unless such Change in Terms benefits Customer. Upon receiving notice of Change in Terms, Customer shall have the right to terminate service until the effective date of Change in Terms, with no ETF due.
- 38. Budget Billing:** IHPS offers levelized monthly payments ("Budget Billing") to Residential Customers based on (i) the previous 12 months of usage at Customer's Service Locations or (ii) the estimated annual usage for Service Locations if a full 12- months of history is unavailable. After 12 months on Budget Billing, IHPS will true-up Customer's account. IHPS will then (i) credit the account for any over-billed amount; (ii) bill the account for any under-billed amount; and/or (iii) recalculate Customer's payments for the next 12 months based on any under or over-billing. Budget Billing is available to all Customers who are not delinquent in payment at the time of enrollment. Customers with questions regarding Budget Billing should contact IHPS.
- 39. Critical Care and Chronic Condition Residential Customers:** To be designated as a Critical Care or Chronic Condition Customer, the commission-approved application form must be submitted to TDU by a physician. Eligibility shall be determined by TDU in cooperation with the Customer. PUC's standardized application is available on the state's website at <https://www.puc.texas.gov/industry/electric/forms> or by calling IHPS (toll free).
- 40. Assistance Paying Your Bill:** Benefits may be available to qualified low-income Residential Customers. For more information contact Texas Lifeline at 1-866-454-8387 (toll-free) or visit <https://www.puc.texas.gov/consumer/lowincome/Assistance.aspx>. Deposits may be waived if Customer is (i) 65 years of age or older and not currently delinquent, or (ii) a victim of family violence as defined in the Texas Family Code §71.004



ELECTRICITY TERMS OF SERVICE –RESIDENTIAL

CONTACT INFORMATION

IHPS Contact Information:

IronHorse Power Services, LLC PUCT License #

Customer Service Hours: Mon-Fri 8am-5pm CST

TX PUCT License #10289

24/7 after hours via answering service

Phone: 1-866-316-1549 (toll free)

Email: customerservice@ironhorsepowerservices.com

5430 Alpha Road, Dallas TX 75240

General Office Hours: 8am - 5pm Mon-Fri (CST)

Website: www.ironhorsepowerservices.com

EMERGENCY SERVICE: In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.

State of Texas

ONCOR ELECTRIC DELIVERY 1-888-313-4747

CENTERPOINT ENERGY 1-800-332-7143

AEP TEXAS NORTH and AEP TEXAS CENTRAL (WTU, CP&L)

1-877-373-4858

TEXAS NEW MEXICO POWER 1-888-8667456

Public Utility Commission of Texas ("PUCT")

Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326

Phone: (512) 936-7120 or in Texas (toll free) 1-888-782-8477:

TTY (512) 936-7136, and Relay Texas (toll free) 1-800-735-2989

Fax: (512) 936-7003

E-mail: customer@puc.state.tx.us

Website: www.puc.state.tx.us