



MASSACHUSETTS TERMS OF SERVICE

INTRODUCTION. This is an agreement, together with your Letter of Authorization/Confirmation Letter and any addenda thereto ("Confirmation Letter"), and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra"), licensed by the Massachusetts Department of Public Utilities ("MA DPU"), License Number CS-092, for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your electric supply service to Indra and to purchase all the electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: **(A)** Any Indra sales representative with whom you have spoken represents Indra and is not from your local distribution utility ("Utility") or affiliated with your Utility; **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the current lawful spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s); **(C)** Indra will not charge you a fee to switch to Indra as your electric supplier; **(D)** Your Utility will continue to deliver your electricity and send you your electricity bills, which will contain both your Utility's charges and Indra's charges. **(E)** Indra does not guarantee savings or promise rates lower than your Utility; and **(G)** There are no cancellation fees under this Agreement.

RIGHT OF RESCISSION. YOU HAVE THREE (3) DAYS FROM THE RECEIPT OF THIS AGREEMENT DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA BY (1) CALLING INDRA AT (888) 504-6372 OR (2) EMAILING INDRA AT CUSTOMERCARE@INDRAENERGY.COM.

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your Utility switches your electric supply account to Indra. For Variable Price electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter, plus any subsequent renewal period(s). If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es), including advance notice provided not less than forty-eight (48) days following a billing statement for a termination based upon a nonpayment or a late payment and advance notice of not less than ten (10) days for all other terminations. You may terminate this Agreement at any time by: (a) calling Indra Energy at (888) 504-6372; (b) sending a letter to Indra Energy at 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing Indra Energy at CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your Utility's basic service or you may choose another supplier. In any case in which your electric supply service with Indra is terminated as provided in this Agreement, you will remain

obligated to pay for the electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your Utility. Your electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your Utility; (b) you move outside your Utility's service area or to an area not served by Indra; or (c) Indra returns you to your Utility's applicable tariff service pursuant to the terms of this Agreement. You also may cancel this Agreement with Indra Power without penalty if you relocate your Service Address(es) to an area that Indra Power does not serve or to an area where Indra Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement.

PRICING.

Introductory or Initial Price (when applicable): You will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter.

Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month-to-month as determined by Indra in its sole discretion based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. See your most recent bill for your monthly use and the Terms of Service or your bill for actual price. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/massachusetts/massachusetts-variable-rates/> or by calling (888) 504-6372.

Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your Utility's basic service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate

before service commences. This Agreement does not include Utility transportation, delivery, or other charges that your electric Utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically and issued to customers by mail or email following the requirements of the MA DPU. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your Utility at intervals established by your Utility. You will pay Indra's charges for electric supply service based on meter readings and consumption information that Indra receives from your Utility ("Billing Quantity"). You will receive a single monthly bill from your Utility that contains both Indra's charges and your Utility's charges. Your payment for electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at rates and amounts established by the Utility under applicable law. To the extent Indra is required to undertake collections efforts on your accounts, you shall be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your Utility may disconnect your service in accordance with the provisions of its tariff. If your Utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after compliance with Massachusetts requirements for advance notices prior to termination, terminate this Agreement and its electric supply service to you. If you are interested in Budget Billing, you should contact your Utility and inquire as to the availability of such service arrangement.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about

you ("Customer Information") from your electric Utility, so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. Indra will not release your social security number and/or account number(s) without your written or electronic consent, except for Indra own collections and/or credit reporting, if applicable.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SUPPLY SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your electric supply service under this Agreement. In the event that the customer service representative cannot resolve your complaint to your satisfaction, you may request review by a customer service manager, who will notify you of his/her decision within ten (10) days. If your complaint is not resolved after you have contacted Indra and/or your Utility relative to issues other than electric supply, residential and business customers may contact the MA DPU by calling 1-877-886-5066 or by visiting www.mass.gov/dpu.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, Utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

CHANGES TO THIS AGREEMENT. Indra will not make a material change to the terms of this Agreement during the term of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price per kilowatt-hour charged under this Agreement and no other terms and conditions are changed. Indra reserves rights to propose changes to the price and terms of the Agreement in the Renewal Notice sent prior to the expiration of a fixed term Agreement with Indra, which can be accepted or rejected in accordance with the Fixed Term Automatic Renewal provision of this Terms of Service.

ASSIGNMENTS. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign any and all rights under this Agreement to another

energy supplier, energy services company or other entity in accordance with the rules and procedures of the MA DPU, if any, governing such transactions.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MASSACHUSETTS LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MASSACHUSETTS LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION OR BY MEDIATION FOR COMMERCIAL CUSTOMERS THROUGH THE MASSACHUSETTS OFFICE OF DISPUTE RESOLUTION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC SUPPLY SERVICE. ANY SUCH ARBITRATIONS OR MEDIATIONS PERMITTED BY APPLICABLE MASSACHUSETTS LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR/MEDIATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC SUPPLIERS IN MASSACHUSETTS AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC SUPPLIERS, INCLUDING THE MA DPU.

NO WARRANTIES. INDRA POWER DOES NOT MAKE ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the MA DPU. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH MASSACHUSETTS LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full legal name is Palmco Power MA, LLC dba Indra Energy for electric supply service, but we have used “we,” “us,” “our,” or “Indra” to refer to ourselves for the purposes of this Agreement. We use “you” or “your” to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of any Utility’s electrical system, any interruption of service, termination of service, and deterioration of the Utility’s service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement

will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF AN ELECTRICITY-RELATED EMERGENCY, SUCH AS AN ELECTRIC OUTAGE, OR DISTRIBUTION SERVICE ISSUES, YOU SHOULD IMMEDIATELY CONTACT YOUR UTILITY. CUSTOMER SERVICE NUMBERS FOR THE MASSACHUSETTS UTILITY AREAS SERVED BY INDRA ARE AS FOLLOWS:

Eversource East – 800.592.2000

Eversource West - 877.659.6326

National Grid – 800.322.3233

VE18-10.01

VARIABLE PRICE GREEN PRODUCT DISCLOSURE LABEL

INDRA ENERGY

Electric suppliers and distribution companies are required to provide customers with a disclosure label. The label enables customers to look at the energy sources, air emissions, and information about the supplier's company in order to make a more informed choice of a power supplier.

Generation Price Average price per kWh at different levels of use.*	Average Usage/Month	250 kwh	500 kwh	1,000 kwh	2,000 kwh
	National Grid	13.5 ¢	13.5 ¢	13.5 ¢	13.5 ¢
	NSTAR	13.7 ¢	13.7 ¢	13.7 ¢	13.7 ¢
	WMECo	13.4 ¢	13.4 ¢	13.4 ¢	13.4 ¢
	*Based on average price per kWh in the last month of the quarter ending 3/31/2019. Your average generation price may vary; see your terms of service or your most recent bill for actual prices.				
Contract	• Minimum contract: 30 days (no cancellation fees, late payment penalties may apply).				
Power Sources Demand for electricity from Indra Energy in the period 01/01/18 – 12/31/18 was met from the following sources.*	Power Sources		Total		
	Biomass		0%		
	Coal		0%		
	Diesel		0%		
	Hydroelectric/Hydropower		0%		
	Hydrokinetic		0%		
	Jet		0%		
	Municipal Solid Waste		0%		
	Natural Gas		0%		
	Nuclear		0%		
	Oil		0%		
	Solar		0%		
	Wind		100%		
	Other Renewable		0%		
	Other		0%		
Total		100%			
*Indra Energy procures 100% of its power from the New England System Mix and offsets 100% of its power with Wind RECs. Total Power Sources may not equal 100% due to rounding.					
Air Emissions Carbon dioxide (CO ₂), nitrogen oxide (NO _x), and sulfur dioxide (SO ₂) emission rates from these sources, relative to the regional average, and to the emission rates of a new generating unit.	New Unit Rates ▼				
	Regional Average				
	CO ₂				▼
	NO _x				▼
	SO ₂				▼
	Lower Emissions		Higher Emissions		
Labor Information	• 0% of the electricity associated with Indra Energy came from power sources that used replacement labor during disputes between 01/01/18 – 12/31/18.				
	• 28.10% of the electricity associated with Indra Energy came from power sources with union contracts with their employees 01/01/18 – 12/31/18.				
NOTES:					
1. Electricity customers in New England are served by an integrated power grid, not particular generating units. The above information is based on the most recently available information for the NEPOOL Generation Information System. Indra Energy procures all of its electricity supply through system power contracts from the system, not from specific generating units. Indra Energy began serving customers in Massachusetts in October 2014.					
2. See reverse side and your Terms of Service for further information on this label. For additional information, you may contact Indra Energy at (888) 504-6372, the Massachusetts Department of Public Utilities Consumer Division at 1-877-866-5066, www.mass.gov/dpu , or the Massachusetts Division of Energy Resources, www.mass.gov/doer .					

LABEL DESCRIPTION

Generation Price and Contract:

Generation Prices displayed are representative average prices for electricity at usage levels that are typical for residential customers. The Generation Price does not include charges for Distribution Service, other Department-regulated services, or other non-generation products or services. The Generation Price does not change with a customer's usage level. Contract items displayed present the length of your contract for generation service, and the price terms included in your contract. See your recent bills to determine average monthly use, and your Terms of Service for additional information.

Power Sources:

The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power throughout the region as needed to meet the requirements of all customers in New England. Indra Energy purchases and retires Wind Renewable Energy Credits ("RECs") to offset 100% of the electricity you consume from the New England power grid. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. Known Resources include resources that are owned by, or under contract to, the supplier. System Power represents power purchased in the regional electricity market. Biomass refers to power plants that are fueled by wood or other plant matter. Hydro resources of greater than 30 megawatts in size are deemed "large hydro." All other hydro resources are deemed "small hydro." Other Renewables include fuel cells utilizing renewable fuel sources, landfill gas, and ocean thermal.

Emissions:

Emissions for each the following pollutants are presented as a percent of the regional average emission rate. Arrows represent, for each pollutant, the emission rate from a hypothetical new generation facility.

Carbon Dioxide (CO₂) is released when fossil fuels (e.g., coal, oil and natural gas) are burned. Carbon dioxide, a greenhouse gas, is a major contributor to global warming.

Nitrogen Oxides (NO_x) form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog) and may cause respiratory illness in children with frequent high level exposure. NO_x also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.

Sulfur Dioxide (SO₂) is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO₂ include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO₂ combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

Labor Data:

The information on this label regarding whether generators or suppliers operate under collective bargaining agreements is provided to inform you about whether the energy was produced in plants where employee wages and working conditions are mutually determined by employees and management, and protected by union contracts. The information on this label regarding the use of replacement employees during a labor dispute is provided to inform you of whether or not a generator or supplier during a strike by or lock-out of its employees has replaced them with other workers.



NOTICE OF CANCELTATION

Date of transaction _____ (Date)

You, the customer, may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS of your receipt of a copy of this Letter of Authorization and Terms of Service ("Agreement"). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Indra Energy at 1515 Market Street, Suite 1200, Philadelphia, PA 19102 not LATER THAN MIDNIGHT of the 3rd business day following the date of your receipt of the Agreement.

I hereby cancel this transaction.

Buyers Signature: _____

Date: _____

Buyers Name: _____

Date of transaction _____ (Date)

You, the customer, may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS of your receipt of a copy of this Letter of Authorization and Terms of Service ("Agreement"). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Indra Energy at 1515 Market Street, Suite 1200, Philadelphia, PA 19102 not LATER THAN MIDNIGHT of the 3rd business day following the date of your receipt of the Agreement.

I hereby cancel this transaction.

Buyers Signature: _____

Date: _____

Buyers Name: _____