

The Terms of Service (“**TOS**”) set forth herein, together with the Electricity Facts Label (“**EFL**”) and, if Customer is a Small Commercial Customer, the Your Rights As A Customer Disclosure (“**YRAC**”), constitute the entire “**Agreement**” between 174 Power Global Retail Texas, LLC d/b/a Chariot Energy (“**Chariot Energy**”) and Customer, and the Agreement governs Customer’s purchase of retail electric services from Chariot Energy. The term “**Customer**” refers to the Applicant for retail electric service identified at the time of enrollment. Chariot Energy and Customer are each, singularly, a “**Party**” and are, collectively, the “**Parties**” to this Agreement. By accepting retail electric service from Chariot Energy, Customer agrees to be bound by the terms of this Agreement.

Customer is a “**Commercial Customer**” if customer is not classified as residential by the applicable bundled utility tariff, unbundled transmission and distribution utility (“**TDU**”) tariff or, in the absence of such classification under a residential rate class, is not primarily an end user consuming electricity at Customer’s place of residence for personal, family or household purposes. Customer is a “**Small Commercial Customer**” if Customer is a Commercial Customer with a peak demand of less than 50 kilowatts during any 12-month period, unless Customer’s load is part of an aggregation program whose peak demand is in excess of 50 kilowatts during the same 12-month period. Customer is a “**Residential Customer**” if Customer is classified as residential by the applicable unbundled transmission and distribution utility tariff or, the absence of classification under a residential rate class, is primarily an end-user consuming electricity at Customer’s place of residence for personal, family or household purposes and does not resell electricity. Customer’s classification as a Commercial Customer, Small Commercial Customer, and/or Residential Customer under this Agreement will be determined by Chariot Energy on an ESI-ID-by-ESI-ID basis. **THIS AGREEMENT IS VOID AND OTHERWISE OF NO FORCE OR EFFECT IF CUSTOMER IS A RESIDENTIAL CUSTOMER, AND CHARIOT ENERGY OTHERWISE RESERVES THE RIGHT TO REFUSE TO PROVIDE SERVICE TO CUSTOMER FOR ANY REASON NOT PROHIBITED BY APPLICABLE LAW.**

Chariot Energy deberá entregar una copia del Acuerdo al Cliente en Ingles a menos que el Cliente elija lo contrario y prefiera recibir la información del Chariot Energy en Español. Para recibir una copia de este Acuerdo en Español, el Cliente puede ponerse en contacto con Chariot Energy durante las horas hábiles del Chariot Energy. Calquier traducción de este Acuerdo, del Ingles a cualquier otro idioma, se provee para la conveniencia del Cliente y con propósitos de conformidad legal. En el caso de alguna disputa que se genere de cualquier manera en relación con este Acuerdo y/o alguna o algunas traducciones del mismo, la resolución deberá basarse en la versión del Acuerdo en Ingles.

I. GENERAL SERVICE TERMS

A. Term

The length of time (in months) that Customer shall receive retail electric services from Chariot Energy (“**Term**”) shall begin on the “**Effective Date**,” which is the date on which Chariot Energy initially becomes assigned to Customer’s electric service identifier (“**ESI-ID**”) in the database of the Electric Reliability Council of Texas (“**ERCOT**”). The Term shall end upon the “**End Date**,” which shall be either: (i) the end of the Term indicated at the time of enrollment; or (ii) the date on which this Agreement is otherwise terminated by Customer, whether by switching to another retail electric provider (“**REP**”) or otherwise, or by Chariot Energy. If Customer does not take steps to renew its service with Chariot Energy, Chariot Energy shall continue to provide retail electric service to Customer beyond the End Date on a month-to-month basis under Chariot Energy’s default renewal Variable Price Product. Service under the default renewal Variable Price Product will be provided consistent with the terms of this Agreement except as such terms concern the “fixed” nature of any rate or other charge.

B. Purchase & Sale of Electricity

For the entire Term and otherwise in accordance with this Agreement, Customer agrees to purchase retail electric services from Chariot Energy exclusively for the ESI-ID(s) and Service Address(es) designated by Customer at the time of enrollment, including (without limitation) any newly-issued or reissued ESI-ID(s) for such Service Address(es). The type of product is indicated on Customer’s EFL and will be either a “**Fixed Rate Product**” or a “**Variable Price Product**.” Customer’s Fixed Rate, Daytime Fixed Rate, and/or Nighttime Fixed Rate (each as applicable and referred to herein as “**Fixed Rate**”) for a Fixed Rate Product shall be as set forth on the EFL. Customer’s price for a Fixed Rate Product, for each billing period of the contract term, will be the same throughout the contract term except as provided otherwise in this Agreement.

C. Charges

Customer shall be responsible for paying all charges billed by Chariot Energy to Customer, including (without limitation) the following charges, which may be separately stated on Customer's bill or, where permitted, accounted for in one or more adjustments to Customer's Fixed Rate or elsewhere:

- “**Minimum Usage Charge**” in the amount set forth in the EFL for each ESI-ID where Customer's usage is less than 500kWh in a billing cycle;
- “**Energy Charges**,” which are calculated by multiplying Customer's applicable Fixed Rate by the applicable number of kilowatt hours (“**kWh**”) of electrical energy consumed by Customer;
- Any and all state, local, or other taxes (whether charged by municipalities, the Public Utility Commission of Texas (“**PUCT**”), or otherwise). For tax-exempt Customers, Chariot Energy will assess to and collect from Customer any and all taxes regardless of Customer's tax-exempt status until such time that Chariot Energy receives Customer's tax exemption certificate. Any taxes paid by Customer prior to Chariot Energy's receipt of Customer's tax exemption certificate will not be refunded to Customer by Chariot Energy;
- Reimbursement for any and all miscellaneous gross receipts taxes and other gross receipts tax;
- Any and all amounts assessed by Customer's TDU (“**TDU Delivery Charges**”), including (without limitation) “**Demand Charges**,” if applicable, for the delivery of electricity to Customer, and/or metering and other charges relating to Customer's participation in Chariot Energy's Solar Buyback Program. The TDU assesses Demand Charges based on demand thresholds and other criteria set forth in its tariff. These demand thresholds and other tariff provisions can change at the discretion of the TDU, so Customer should monitor on an active and ongoing basis TDU tariff filings. Demand Charges are based on the rate at which energy is delivered to or by a system at a given instant, or averaged over a designated period during the billing cycle. Demand charges are based on the rate at which Customer consumes electricity, not the amount of electricity consumed. Depending upon the rate at which Customer consumes electricity, Customer's Demand Charges have the potential to represent the vast majority of Customer's bill, and Customer's bill can exceed by several magnitudes any cost estimate(s) or other information Chariot Energy might have provided to Customer, and Customer might have to continue to pay Demand Charges without regard to Customer future or ongoing actual consumption;
- Any and all non-bypassable charges levied by ERCOT or any other entity, or other similar costs incurred by Chariot Energy, and permitted to be passed through to Customer; and
- Any and all actual changes, or portions thereof, in charges levied by the TDU, changes to ERCOT or Texas Regional Entity (“**TRE**”) administrative fees charged to loads, changes to federal, state, or local laws that result in new or modified fees or costs that are not within Chariot Energy's control, and, to the extent permitted by law, changes in ancillary service charges (including, without limitation, changes to existing ancillary services and the creation of new ancillary services) that cause Chariot Energy to incur charges beyond its control.

Customer also shall pay the following non-recurring charges when billed by Chariot Energy:

- “**Deposit**” if Customer does not satisfy and maintain Chariot Energy's Credit Requirements, the amount of which shall be calculated as provided elsewhere in this Agreement;
- “**Disconnection Notice Fee**” in the amount of \$10 for each and every Disconnection Notice generated for Customer;
- “**Disconnection/Reconnection Fee**” in the amount of \$25 if Customer does not pay all amounts billed in a Disconnection Notice prior to the disconnection date stated therein, without regard to whether a disconnection request is ever sent to a TDU or Customer's service is actually disconnected;
- “**Early Termination Fee**” if Customer terminates this Agreement or this Agreement is otherwise terminated prior to the End Date, Customer's Early Termination Fee shall be equal to the product of: (i) the arithmetic mean of all of Customer's bills preceding Customer's Event of Default or other termination of this Agreement; multiplied by (ii) 6.
- “**Failed Payment Fee**” of \$35 if any of Customer's check or electronic payments are not received or otherwise not able to be processed by Chariot Energy due to Customer's insufficient funds or for any other reason;

– “**Late Payment Penalty**” for a Commercial Customer equal to the greater of (i) 5% of past-due balances owed to Chariot Energy or (ii) the maximum amount allowed by law; and, for a Small Commercial Customer, equal to 5% of past-due balances owed to Chariot Energy; and

– Any and all discretionary, non-recurring, and other charges relating to services initiated by Customer and provided by Chariot Energy, a TDU, or any other person or entity, including (without limitation) charges for a switch, self-selected switch, move-in, priority move-in, out-of-cycle meter read, meter installation, connection, disconnection or reconnection, and non-standard metering services. The specific amounts payable for such charges are determined by the TDU and not Chariot Energy and are subject to change.

D. Changes In Charges

Customer’s Fixed Rate may vary to reflect actual changes in TDU charges, changes to ERCOT or TRE administrative fees charged to loads, changes to federal, state, or local laws that result in new or modified fees or costs that are not within Chariot Energy’s control, and/or changes in ancillary service charges (including, without limitation, changes to existing ancillary services and the creation of new ancillary services) that cause Chariot Energy to incur charges beyond its control. TDU charges fluctuate at the discretion of the TDU and the PUCT and may do so independently of any and all other charges that Customer might incur. The TDU charges are at all times beyond Chariot Energy’s control. The charges and other terms of this Agreement are based on the laws, rules, tariffs, and protocols in place at the time of execution. If any mistake or misinterpretation on Chariot Energy’s part of any law, rule, tariff, or protocol affected or affects the setting or disclosure of any price, term, rate, rider, fee, tariff, or any other charge described herein, Chariot Energy reserves the right to adjust such charge accordingly. Charges also may vary as provided elsewhere herein. For Chariot Energy’s default renewal, month-to-month Variable Price Product, Customer’s charges also may fluctuate and are subject to change in Chariot Energy’s sole, exclusive, and unfettered discretion.

E. Bills

Chariot Energy will issue a bill to Customer on a monthly basis unless service is provided for a period of less than one month or, if Customer and Chariot Energy agree, less frequently than monthly. For a Small Commercial Customer, bills will be issued no later than 30 days after Chariot Energy receives the usage data and other invoices from the TDU, unless validation of such TDU usage data and invoices or other efforts to determine the accuracy of such usage data or invoices delay billing further. The amount of Customer’s bill will be based on Customer’s actual or estimated usage, consumption, and demand as determined by the TDU meter read cycle for the ESI-ID(s) at Customer’s Service Address(es). If Chariot Energy does not receive Customer’s actual meter reading from the TDU by the time that Chariot Energy issues a bill, then Chariot Energy may, but shall not be required to, issue a bill based on estimated meter readings. When Customer’s actual meter reading is received by Chariot Energy, then Chariot Energy will adjust Customer’s account accordingly and state such adjustments on Customer’s subsequent bill(s). Customer acknowledges that, in circumstances where the TDU has not provided actual meter reading data to Chariot Energy and Chariot Energy elects, at its sole, exclusive, and unfettered discretion, to delay the issuance of Customer’s bill and Customer hereby agrees to receive bills less frequently than monthly under such circumstances.

All bills will be issued to Customer in writing and delivered via the United States Postal Service to Customer at the billing address specified by Customer at the time of enrollment or at such other address as may be direct by Customer in writing. If Customer chooses to receive electronic records from Chariot Energy, all bills, invoices, notices, notifications, other communications, and other documents from Chariot Energy will be delivered to Customer electronically (“**Electronic Records**”) to the e-mail address designated by Customer. Unless requested otherwise by Customer, Customer will not receive copies of Electronic Records by mail. It is Customer’s responsibility to monitor receipt of all Electronic Records from Chariot Energy and, if necessary, to review Customer’s e-mail filtering and other e-mail policies to ensure that all Electronic Records issued by Chariot Energy are received by Customer. Customer should contact Chariot Energy periodically to ensure Customer has received all Electronic Records issued by Chariot Energy. Chariot Energy shall not be responsible for Customer’s non-payment of any amounts owed to Chariot Energy due to Customer’s alleged or actual non-receipt or failure to timely review any documents issued by Chariot Energy.

Chariot Energy, as it deems necessary and at its sole, exclusive, and unfettered discretion, may provide any and all bills, invoices, notices, notifications, other communications, or other documents to Customer via the United States Postal Service or other courier to the Billing Address provided by Customer. Chariot Energy may assume that any delivery deposited first class within the United States Postal Service will be received within 3 federal business days. Customer may request to opt out of receiving Electronic Records at any time and agrees to allow Chariot Energy up to 10 business days to process such a request.

F. Payments & Collection of Delinquent Balances

Customer shall pay all amounts billed by Chariot Energy. Payment of billed amounts is due as of the “**Due Date**” on Customer’s bill. Customer agrees that, in addition to the payment of any Late Fee, Customer’s failure to pay amounts due and owing on or before the Due Date may result in the disconnection of customers retail electric service, as described further elsewhere herein. Please note, the Texas Prompt Payment Act (“**PPA**”) applies to Chariot Energy’s service to governmental entities and can be found in Title 10, Subtitle F, Chapter 2251 of the Texas Government Code (see the PPA online at <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2251.htm>). Customer may pay billed amounts using any of the payment methods made available by Chariot Energy. Available payment methods are subject to change without notice. Any payment that is returned, dishonored, or otherwise not processed for unavailable or insufficient funds, or for any other reason, shall be considered non-payment, may result in a Failed Payment Fee and/or Late Payment Penalty, and may lead to a disconnection of Customer’s retail electric service.

In addition to any Early Termination Fee and reasonable costs associated with assessing the same, Customer acknowledges and agrees that Chariot Energy (or anyone acting on behalf of Chariot Energy) reserves the right to assess and collect from Customer (whether Customer is a current or former customer of Chariot Energy) any and all costs, fees, or charges relating to the collection of amounts owed to Chariot Energy, including (without limitation) pre-judgment and post-judgment interest, commissions, costs, fees, and attorneys’ fees incurred when recovering outstanding balances through Chariot Energy’s use of a collection agency, attorney, or other third party.

G. Credit Deposits & Requirements

Customer shall demonstrate and maintain satisfactory creditworthiness as a condition of receiving electric service under this Agreement in accordance with Chariot Energy’s internal credit policies, which are applied on a non-discriminatory basis (“**Credit Requirements**”). Customer authorizes Chariot Energy to access and use any information about Customer, including (without limitation) one or more consumer reports or other credit reports, in order for Chariot Energy to: (i) review Customer’s credit and payment history; (ii) determine whether Customer meets Chariot Energy’s Credit Requirements; and (iii) determine whether Customer will be required to pay a Deposit. A new Customer enrolling with Chariot Energy may be required to pay an initial deposit prior to Chariot Energy initiating a request to become Customers retail electric provider of record if Customer does not satisfy Chariot Energy’s Credit Requirements, and an existing Customer receiving a new product from Chariot Energy also may be required to pay a deposit prior to the initiation of service if Customer fails to maintain Chariot Energy’s Credit Requirements.

Personal Guaranty: If an individual (“**Guarantor**”) has provided his or her Social Security Number in lieu of Customer’s Federal Tax Identification Number, Guarantor agrees to personally guarantee the payments owed by Customer to Chariot Energy (whether now existing or which may in the future come into existence) under this Agreement. In consideration of the substantial direct and indirect benefits derived by Guarantor from the transactions contemplated by the Agreement, and in order to induce Chariot Energy to enter into the Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged, Guarantor agrees as follows:

Guarantor, as principal obligor and not merely as surety, hereby absolutely, unconditionally, and irrevocably guarantees to Chariot Energy the payment of all obligations of Customer under this Agreement, plus any and all costs, expenses, and fees (including, without limitation, reasonable attorneys’ fees) in any way relating to the enforcement or protection of Chariot Energy’s rights under this Agreement. Guarantor agrees that, whenever Customer does not pay in-full the amounts due under this Agreement, Guarantor shall promptly satisfy Customer’s obligations upon written demand made upon Guarantor by Chariot Energy. This guaranty is a guaranty of payment and not of collection. Chariot Energy shall not be obligated to enforce or exhaust its remedies against Customer before proceeding to enforce this guaranty. This guaranty is irrevocable and continuing in nature and applies to all presently existing and future obligations, and Guarantor’s liability hereunder shall not be discharged or impaired by: (i) any amendment to any Agreement or Agreements; (ii) any bankruptcy, insolvency, reorganization, or other event of Customer that results in any payment of the obligations being voided, rescinded, or returned by Chariot Energy, in which case this guaranty shall be reinstated; or (iii) any circumstances whatsoever that constitute a defense or a legal or equitable discharge of a guarantor or surety, whether foreseen or unforeseen. Guarantor hereby unconditionally and irrevocably waives each and every such defense and any rights to revoke this guaranty.

H. Early Termination, Rescission, & Renewal

Customer may cancel or terminate this Agreement by providing notice in writing of its intent to cancel or terminate this Agreement or of Customer’s intent to vacate the Service Address(es), or Customer may switch to another retail electric provider. If Customer cancels or terminates this Agreement prior to the expiration of the Term, including (without limitation) by switching to a new retail electric provider or if Chariot Energy exercises any right or option to terminate this Agreement, then Customer shall pay to Chariot Energy an Early Termination Fee in addition to all amounts owed by Customer for retail electric service. No Early Termination Fee shall apply to a Customer receiving month-to-month service under Chariot Energy’s default renewal Variable Price Product.

If Customer fails to take action to ensure the continued receipt of retail electric service from Chariot Energy prior to the end of the Term, the Term will renew automatically on a month-to-month basis and Customer will continue after the expiration of the Term to receive retail electric service pursuant to Chariot Energy's default renewal Variable Price Product. Nothing in this Agreement prevents the Parties from negotiating a new agreement to receive Chariot Energy's then-existing products at any time while Customer receives retail electric service from Chariot Energy; provided, however, that Chariot Energy shall not be compelled or required, by Customer or otherwise, to execute such an agreement during the Term or otherwise. If Customer is a Small Commercial Customer and the Term is greater than 31 days, Chariot Energy will issue a contract expiration notice to customer at least 14 days prior to the End Date.

I. Refusal of Service; Antidiscrimination

Chariot Energy cannot deny service or require a prepayment or deposit for service based on a 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. Chariot Energy may refuse to provide service to a Small Commercial Customer for one or more of the reasons specified in Rule 25.477 of the PUCT Rules or as otherwise allowed by law (see P.U.C. SUBST. R. 25.477 online at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477ei.aspx>). Chariot Energy may refuse to provide service to a Commercial Customer for any legally permissible reason(s) Chariot Energy, in its sole, exclusive, and unfettered discretion, deems appropriate.

J. Force Majeure

If Chariot Energy is unable to carry out, in whole or in part, its obligations under this Agreement as the result of a Force Majeure, then such obligations shall be excused to the extent and for the duration of such Force Majeure. Chariot Energy will take all reasonable steps to remedy the cause or effect of the Force Majeure and resume performance under this Agreement. For purposes of this Agreement, "**Force Majeure**" shall mean any act or event that is beyond the reasonable control of, and without the fault or gross negligence of, Chariot Energy. Force Majeure includes (without limitation) an act of God, labor disturbance, an act by a public enemy, terrorism, war, insurrection, riot, embargo, fire, storm, lighting, flood, explosion, breakage or required maintenance of machinery or equipment, accidents, acts of any court or governmental entity (including, without limitation, the PUCT or ERCOT), inability to access the TDU or ERCOT systems, nonperformance by the TDU or ERCOT, nonperformance by any other entity which impacts this Agreement (including, without limitations, brokers, aggregators, consultants, other retail electric providers, qualified scheduling entities, and the respective employees and agents of such entities), a curtailment order, regulation, or restriction imposed by governmental, military, or lawfully established civil authority, and any other condition beyond the control or fault of Chariot Energy.

K. Notice, Complaints, & Other Information

It is Customer's responsibility to contact Chariot Energy to terminate or cancel this Agreement or if any of Customer's contact information changes. Notices required to be given in writing by Chariot Energy under this Agreement may be given: (i) via e-mail; (ii) by hand delivery; (iii) by United States Postal Service; or (iv) by Federal Express or similar delivery service. Notices required to be given by Customer under this Agreement shall be given by United States Postal Service. If Customer has disputes with or complaints about Chariot Energy, Customer may contact Chariot Energy. If a Small Commercial Customer is not satisfied with Chariot Energy's response, Customer may contact the PUCT. If Customer enrolls for service with Chariot Energy via an aggregator, broker, consultant, or other third party, then Customer authorizes Chariot Energy to share Proprietary Customer Information, as that term is defined in Rule 25.5(89) of the PUCT's Substantive rules (see Rule 25.5(89) online at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.5/25.5.pdf>), and other customer information with such aggregator, broker, consultant, and/or other third party. Chariot Energy also may share Customer's information where otherwise permitted or required by law.

L. Outages & Emergencies

To report service interruptions, outages, or emergencies, Customer must call the applicable TDU:

- AEP Texas (866) 223-8508 (toll-free)
- CenterPoint Energy Houston Electric, LLC (800) 332-7143 (toll-free)
- Lubbock Power & Light (806) 775-2509 (toll-free)
- Oncor Electric Delivery Company LLC (888) 313-4747 (toll-free)
- Texas-New Mexico Power Company (888) 866-7546 (toll-free)

Customer's TDU maintains responsibility for the reliability of electric supply and is also responsible for transmission lines, meters, meter data, and the quality of power. Customer's TDU also is the sole, exclusive party responsible for metering Customer's usage and, if Customer participates in Chariot Energy's Solar Buyback Program, Customer's electric energy out-flows.

M. Limitation Of Liability

CUSTOMER AGREES THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTION IN CUSTOMER'S SERVICE AND THAT CHARIOT ENERGY WILL NOT BE LIABLE TO CUSTOMER FOR THOSE INTERRUPTIONS. CUSTOMER ALSO AGREES THAT: (i) CHARIOT ENERGY IS NOT RESPONSIBLE FOR GENERATING CUSTOMER'S ELECTRICITY OR FOR TRANSMITTING OR DISTRIBUTING CUSTOMER'S ELECTRICITY; AND (ii) CHARIOT ENERGY IS NOT RESPONSIBLE WITH RESPECT TO ANY THIRD-PARTY EQUIPMENT, GOODS, OR SERVICES PROVIDED TO OR USED BY CUSTOMER. TO THE EXTENT THAT CHARIOT ENERGY IS RESPONSIBLE FOR DAMAGES TO CUSTOMER HEREUNDER, THEN, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY SUCH DAMAGES WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND CUSTOMER WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CHARIOT ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING (WITHOUT LIMITATION) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT, CONTRACT, OR OTHERWISE. THESE LIMITATIONS WILL BE WITHOUT REGARD TO CAUSE, INCLUDING THE NEGLIGENCE OF CHARIOT ENERGY. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY.

N. Representations & Warranties

CHARIOT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND CHARIOT ENERGY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL PRODUCTS MARKETING AS "RENEWABLE" AND/OR "GREEN" WILL BE SUPPLIED FROM A VARIETY OF GENERATION RESOURCES, AND SUCH DESIGNATIONS WILL BE AUTHENTICATED SOLELY AND EXCLUSIVELY BY THE RETIREMENT OF RENEWABLE ENERGY CREDITS, WHICH PROVIDE FINANCIAL SUPPORT FOR RENEWABLE GENERATION RESOURCES. THE RECEIPT OF ELECTRICITY PROVIDED UNDER THIS AGREEMENT IS NOT GUARANTEED IN ANY WAY TO BE SUPPLIED FROM A PARTICULAR GENERATION RESOURCE OR A PARTICULAR TYPE OF GENERATION RESOURCE. CHARIOT ENERGY MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO "RENEWABLE" AND "GREEN" PRODUCT DESIGNATIONS AND GENERATION RESOURCES USED TO SUPPLY ELECTRIC SERVICE. Customer represents and warrants that it is entering into this Agreement as principal and not as an agent for any third party and that the person signing this Agreement on behalf of Customer (if applicable) has the authority to bind customer to this Agreement. The Parties each acknowledge and agree that this Agreement shall constitute a "**forward contract**" and that Chariot Energy is a "**forward contract merchant**," as such terms are defined in the United States Bankruptcy Code (see U.S. Bankruptcy Code online at http://uscode.house.gov/download/title_11.shtml).

O. Title, Risk of Loss, Indemnity

Customer shall be deemed to be in exclusive control of the electricity provided under this Agreement after it reaches Customer's electric meter, and Customer shall be responsible for any damages or injuries caused thereby. Title to and risk of loss related to the electricity shall transfer to Customer at the point where the TDU facilities interconnect with Customer's meter. Customer shall indemnify, defend, and hold Chariot Energy harmless from any and all claims for any loss, damage, or injury or death to persons or property, including (without limitation) all consequential, exemplary, or punitive damages arising from or related in any way to any act, omission, or incident occurring after title to the electricity has passed to Customer.

P. Assignment

This Agreement shall be binding upon and inure to the benefit of and may be performed by the successors and assigns of the Parties, except that no assignment, pledge, or other transfer of the Agreement by Customer shall operate to release Customer of any of its obligations under the Agreement. Customer may not assign this Agreement without the prior written consent of Chariot Energy, which consent shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, Customer agrees that Chariot Energy shall have the right to assign this Agreement, together with all rights and obligations hereunder, to Chariot Energy's electricity supplier (or such supplier's designee), banks, or other lenders in connection with its financing activities, or to any other retail electric provider. Nothing in this provision shall deny Chariot Energy any benefits obtained prior to assignment of the Agreement.

Q. Amendment

This Agreement may not be amended by Customer except in a writing signed by both Parties hereto, and any attempt by Customer to change, amend, or modify the terms of this Agreement is void and shall have no effect.

R. Choice of Law

THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, INCLUDING (WITHOUT LIMITATION) THE TEXAS UNIFORM COMMERCIAL CODE UNDER WHICH THE ELECTRICITY PROVIDED BY CHARIOT ENERGY SHALL BE DEEMED A "GOOD" (SEE THE TEXAS UNIFORM COMMERCIAL CODE ONLINE AT [HTTPS://WWW.STATUTES.LEGIS.STATE.TX.US/?LINK=BC](https://www.statutes.legis.state.tx.us/?link=bc)), AND WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS. EXCLUSIVE JURISDICTION AND VENUE FOR ANY CONTROVERSY ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE LOCATED IN THE STATE COURTS OF HARRIS COUNTY, TEXAS, OR THE FEDERAL COURTS IN THE SOUTHERN DISTRICT OF TEXAS HAVING JURISDICTION OVER SUCH ACTION, AND EACH PARTY WAIVES ANY RIGHT TO OBJECT TO VENUE IN THIS REGARD.

S. Waiver of Jury Trial

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT(S) IT MIGHT HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL SUIT(S), ACTION(S), OR PROCEEDING(S) RELATING IN ANY WAY TO THIS AGREEMENT.

T. No Waiver

No waiver or failure to enforce by either Party of any default or nonperformance by the other Party under this Agreement shall operate as a waiver of a future default or nonperformance by such other Party, whether of a like or different character.

U. Severability

If any provision of this Agreement is declared invalid or unenforceable by a court of law or regulatory body having jurisdiction over this Agreement, then such decision(s) shall not affect the validity or enforceability of the remaining portions of this Agreement and such remaining portions shall remain in effect as if the Agreement had been executed without the invalid or unenforceable provisions, and the Parties shall promptly negotiate to restore the terms of this Agreement as nearly as possible to its original intent and effect.

V. Survival of Obligations

Terms, conditions, and provisions herein regarding charges, payments, penalties, renewals, limitations of liability, risk of loss, choice of law, waiver of jury trial, and this Section I(V), itself, shall survive the termination of this Agreement.

W. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. Any other agreements, whether written or oral, between the Parties concerning the subject matter of this Agreement are hereby superseded.

II. SPECIAL PROVISIONS APPLICABLE TO SMALL COMMERCIAL CUSTOMERS

The special provisions contained in this Section II are applicable only to Small Commercial Customers, and the provisions of this Section II are in addition to, not in lieu of, the provisions of Section I, above.

A. Late Payment Penalty

Customer will not be charged a Late Payment Penalty if Customer has otherwise provided a notice of dispute of Customer's bill to Chariot Energy as permitted in this Section II(A). If Customer disputes all or any portion of a bill, Customer must provide written notice to Chariot Energy of such dispute prior to the Due Date of the bill. Customer's notice of dispute must include substantiation, documentary and otherwise, of the amounts being disputed and an explanation as to why Customer disputes payment of the billed amount. Chariot Energy will investigate any such dispute and, if it is determined that Customer owes the disputed amount, then Chariot Energy shall include such amount on Customer's next bill, inclusive of a Late Payment penalty. Failure to pay amounts due and owing on or before the Due Date may result in disconnection of electric service.

B. Alternative Payment Options

Customer shall contact Chariot Energy immediately if Customer is unable to pay any bill by the Due Date and, if Customer indicates an inability to pay or asks for assistance regarding bill payment, Chariot Energy will inform Customer of all applicable payment options, including (without limitation) Payment Arrangements, Level Payment Plans, Average Payment Plans, and Deferred Payment Plans.

A **"Payment Arrangement"** allows Customer to pay an outstanding bill after its due date but before the due date of the next bill. If a Disconnection Notice issues before a Payment Arrangement, then disconnection will be suspended until after the Payment Arrangement due date. If Customer does not fulfill the Payment Arrangement terms, then retail electric service may be disconnected without issuing an additional Disconnection Notice. Chariot Energy's **"Level Payment Plan"** allows Customer to pay approximately the same electric bill each month, based on Customer's estimated electricity consumption, for the lesser of the Term or until Chariot Energy's next-scheduled reconciliation of Level Payment Plans. If Customer is on an **"Average Payment Plan,"** Chariot Energy may recalculate the average consumption or average bill and adjust Customer's required minimum payment as frequently as every billing period. A **"Deferred Payment Plan"** allows Customer to pay an outstanding balance in installments that extend beyond the due date of the current bill; provided, however, that if you enter into this plan concerning your past due amount, Chariot Energy will put a switch-hold on your account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the total deferred balance. If Chariot Energy puts a switch-hold on your account, it will be removed after your deferred balance is paid and processed. While a switch-hold applies, if you are disconnected for not paying, you will need to pay Chariot Energy to get your electricity turned back on.

C. Credit & Deposit Requirements

Customer will not be required to pay a deposit if they have satisfactory credit and otherwise satisfy Chariot Energy's internal credit policies. Customer also will not be required to pay a deposit if Customer: (i) is not currently delinquent in payment of any amounts owed to Chariot Energy; and (ii) can demonstrate that, during the previous 12 months of service, Customer was late paying a bill no more than once. If Customer is an existing Customer receiving a new product from Chariot Energy, Customer may be required to pay a deposit if: (i) the average of Customer's actual billings for the last 12 months is at least twice the amount of the original average of the estimated annual billings; and (ii) during the previous 12 months, Customer either was late paying a bill more than once or had service terminated or disconnected for nonpayment. Chariot Energy may require Customer to pay an additional deposit if: (i) the average of Customer's actual billings for the last 12 months is at least twice the amount of the original average of Customer's estimated annual billings when Customer initiated service; and (ii) a termination or Disconnection Notice has been issued to Customer or Customer's account has been disconnected within the previous 12 months. Additional deposits, if required, shall be paid within 10 days after being requested, and failure to pay an additional deposit will result in the disconnection of Customer's retail electric service.

The total of all deposits required by Chariot Energy shall not exceed an amount equal to the greater of: (i) 1/5 of Customer's estimated annual billings; or (ii) the sum of the estimated billings for the next 2 months. Deposits held for more than 30 days shall accrue interest at the rate specified by the PUCT, and deposits shall be refunded upon the earlier of: (i) when Customer has not had any late payments for 12 consecutive billings; or (ii) following the closing of Customer's account(s) and the payment of any outstanding amounts owed to Chariot Energy.

D. Right to Rescind

IF CUSTOMER SWITCHES TO CHARIOT ENERGY FROM ANOTHER RETAIL ELECTRIC PROVIDER, THEN CUSTOMER HAS THE RIGHT TO RESCIND THIS AGREEMENT WITHOUT PENALTY WITHIN 3 FEDERAL BUSINESS DAYS AFTER RECEIVING THESE TERMS OF SERVICE. TO CANCEL, CUSTOMER MAY CONTACT CHARIOT ENERGY AS FOLLOWS:

- BY TOLL-FREE PHONE AT (855) 524-2746
- BY EMAIL AT CUSTOMERSERVICE@MYCHARIOTENERGY.COM

ANY RESCISSION REQUEST PROVIDED BY E-MAIL MUST INCLUDE CUSTOMER NAME, ADDRESS, PHONE NUMBER, ACCOUNT NUMBER, ESI-ID, AND A STATEMENT THAT CUSTOMER WISHES TO RESCIND THE AGREEMENT.

F. Disconnection

Chariot Energy may disconnect Customer's retail electric service if, prior to the date contained in a Disconnection Notice, Customer: (i) fails to pay any undisputed amounts, including (without limitation) initial and/or additional deposits, when due; (ii) violates this Agreement by using service in a manner that interferes with the retail electric service of others or the operation of nonstandard equipment (if a reasonable attempt has been made to notify Customer and Customer is provided with a reasonable opportunity to remedy the situation); or (iii) fails to cause its guarantor to pay any guaranteed amount due under this Agreement. Chariot Energy may disconnect Customer's retail electric service immediately and without notice where a known dangerous condition exists for as long as the condition exists, where service is connected without authority by a person who has not made application for service, where service is reconnected without authority after disconnection for nonpayment, where there has been tampering with the equipment of the TDU, or where there is evidence of theft of service. No sooner than 3 business days after the disconnection of Customer's retail electric service: (i) Chariot Energy may terminate this Agreement; (ii) Customer's account with Chariot Energy may be deactivated; and (iii) in addition to being responsible for any outstanding charges incurred prior to termination, Customer may incur an Early Termination Fee and shall be required to reapply for service with Chariot Energy and pay a new deposit to reestablish service.

G. Early Termination

If Customer: (i) cancels or terminates this Agreement prior to the expiration of the Term; (ii) becomes subject to bankruptcy proceedings or otherwise declares that it is bankrupt or insolvent; (iii) fails to remit a payment or a deposit in accordance with this Agreement and such failure is not remedied within 2 business days after written notice thereof; and/or (iv) materially breaches any other provision of this Agreement and such breach is not remedied within 3 federal business days after written notice thereof (each event in subsections (i) through (iv), above, being an “**Event of Default**”), then, upon written notice to Customer, Chariot Energy may terminate this Agreement, authorize the disconnection of electricity at Customer’s Service Address(es) (to the extent permitted by law), charge Customer an Early Termination Fee, and/or pursue any other remedies available to Chariot Energy relating to the enforcement of this Agreement, whether at law or in equity. No Early Termination Fee will apply if Customer moves to another premises, provides evidence satisfactory to Chariot Energy that it is moving, and provides a forwarding address.

H. Changes to this Agreement

Chariot Energy may make changes to this Agreement and/or the price of any products provided to Customer in accordance with Rule 25.475(d) of the PUCT Rules (see P.U.C. SUBST. R. 25.475(d) online at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.475/25.475.pdf>). For changes that do not benefit Customer, Chariot Energy will provide notice at least 14 days in advance of such change, and, if the new terms are not acceptable to Customer, then Customer may terminate the contract and no termination penalty may apply for 14 days from the date that the notice is sent to Customer.

III. SPECIAL PROVISIONS APPLICABLE TO COMMERCIAL CUSTOMERS

The special provisions contained in this Section III are applicable only to Commercial Customers who are not Small Commercial Customers, and the special provisions of this Section III are in addition to, not in lieu of, the provisions of Section I, above. The EFL and YRAC disclosure are not part of this Agreement.

A. Waiver of Customer Protections

To the extent permitted by law and notwithstanding anything herein to the contrary: (i) it is the intention of Chariot Energy and Customer to agree to terms and conditions different from those set forth in the “Customer Protection Rules for Retail Electric Service” currently contained in Subchapter R and beginning at Section 25.471 of the PUCT Rules, as amended or as may be amended in the future (“**CPR**”) (see P.U.C. SUBST. R. 25.471, *et. seq.*, online at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/electric.aspx>) and that these different terms and conditions provide fewer rights and protections to Customer than those found in the CPR; (ii) in the event there is any conflict between this Agreement and the CPR, this Agreement shall control; (iii) terms and conditions addressed in the CPR but not in this Agreement are wholly inapplicable to the Parties; and (iv) terms and conditions addressed in Section II, above, of this Agreement are wholly inapplicable to Customer’s receipt of retail electric service.

B. Contractual Assumptions

Customer acknowledges and agrees that Chariot Energy negotiated Customer’s price and other terms and conditions of this Agreement in good faith reliance on the historical and/or estimated electricity consumption data and other information provided and representations made by Customer at the time of enrollment (“**Contractual Assumptions**”). Any material misrepresentation, error in recording, or other material discrepancy between in the Contractual Assumptions (without regard to whether the discrepancy is due to the act or omission of Customer or another person or entity and without regard to whether such discrepancy is discovered before or after the Effective Date) shall constitute grounds for Chariot Energy to terminate this Agreement and Customer shall be responsible for all charges incurred, including (without limitation) an Early Termination Fee.

C. Material Adverse Change

For Commercial Customers with a peak demand of 1 megawatt or more in any 12-month period (or who are part of an aggregated load with an aggregate peak demand of 1 megawatt or more in any 12-month period), Customer shall pay a “**Material Adverse Change Fee**” if, during a billing cycle, Customer’s usage is less than or greater than Customer’s expected usage during that billing cycle by a factor of 20% or more. Customer’s expected usage shall be determined by Chariot Energy at its sole, exclusive, and unfettered discretion.

If Customer’s usage is less than Customer’s expected usage by a factor of 20% or more, then the Material Adverse Change Fee shall be equal to: (i) the positive difference between the amount of electrical energy in kWh Customer was expected to use minus Customer’s actual usage; multiplied by (ii) the positive difference obtained by subtracting (a) the lowest Settlement Point Price for the billing cycle

during which the Material Adverse Change occurred from (b) Customer's Fixed Rate (provided that any calculation yielding a negative number shall be deemed to be zero (0)). If Customer's usage is greater than customer's expected usage by a factor of 20% or more, then the Material Adverse Change Fee shall be equal to: (i) the positive difference between the amount of electrical energy in kWh Customer actually used minus Customer's expected usage; multiplied by (ii) the positive difference obtained by subtracting (a) Customer's Fixed Rate from (b) the highest Settlement Point Price for the billing cycle during which the Material Adverse Change occurred (provided that any calculation yielding a negative number shall be deemed to be zero (0)).

In addition to any Material Adverse Change Fee Customer also shall pay the following charges attributable to the portion of Customer's load in excess of Customer's expected usage, which will be calculated by Chariot Energy in its sole, exclusive, and unfettered discretion: (i) **"Ancillary Services"** attributable to Customer's load, which are charges for the services necessary to support the transmission of energy to loads while maintaining reliable operation of the transmission service provider's transmission system using good utility practice; and (ii) **"Transmission Losses"** and **"Distribution Losses,"** also known collectively as **"Line Losses,"** attributable to Customer's load. Charges for Transmission Losses shall be incurred by Customer in connection with the difference between energy put into the ERCOT transmission grid and energy taken out of the ERCOT transmission grid. Charges for Distribution Losses shall be incurred by Customer in connection with the difference between the energy delivered to the distribution system and the energy consumed by Customer.

D. Acknowledgement of Risk

CUSTOMER UNDERSTANDS AND AGREES THAT THE VOLATILITY AND FLUCTUATION OF WHOLESALE ENERGY PRICING MAY CAUSE ITS ENERGY BILL TO BE MULTIPLE TIMES HIGHER IN A MONTH IN WHICH WHOLESALE ENERGY PRICES ARE HIGH. CUSTOMER UNDERSTANDS THAT CUSTOMER WILL BE RESPONSIBLE FOR CHARGES CAUSED BY FLUCTUATIONS IN WHOLESALE ENERGY PRICES. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER'S BILL MAY INCLUDE A SEPARATE ASSESSMENT OF ANCILLARY SERVICE CHARGES, WHICH MAY CAUSE ITS ENERGY BILL TO BE MULTIPLE TIMES HIGHER IN A MONTH IN WHICH ANCILLARY SERVICES CHARGES ARE HIGH. CUSTOMER UNDERSTANDS THAT CUSTOMER WILL BE RESPONSIBLE FOR CHARGES CAUSED BY FLUCTUATIONS IN ANCILLARY SERVICE CHARGES.

E. Credit & Requirements

A Commercial Customer will be deemed to have satisfactory credit only if Customer possesses a satisfactory credit rating obtained through a consumer reporting agency, as defined by the Federal Trade Commission, and Chariot Energy otherwise determines that Customer is creditworthy pursuant to Chariot Energy's other internal credit criteria. If Chariot Energy determines at any time, in its sole, exclusive, and unfettered discretion that Customer is not creditworthy, Customer shall be required to pay a deposit or an additional deposit to Chariot Energy, the amount of which shall be determined by Chariot Energy in its sole, exclusive, and unfettered discretion. Chariot Energy may refuse to provide service to a Commercial Customer for any lawful reason Chariot Energy, in its sole, exclusive, and unfettered discretion, deems appropriate.

F. Events of Default

If a Commercial Customer or Applicant: (i) cancels or terminates this Agreement prior to the End Date (including, without limitation, by switching to another retail electric provider, selling or otherwise vacating the Service Address, or otherwise); (ii) becomes subject to bankruptcy proceedings or otherwise declares bankruptcy or insolvency; (iii) fails to remit a payment, including (without limitation) a deposit, in accordance with this Agreement; (iv) uses its retail electric service in a manner that interferes with the retail electric service of others or the operation of nonstandard equipment; (v) fails to cause its guarantor, if any, to pay any amount due to Chariot Energy under this Agreement; or (vi) materially breaches any other provision of this Agreement and such breach is not remedied within 3 business days after notice thereof (each event in subsection (i) through (vi) above being an **"Event of Default"**), then, upon notice to Customer, Chariot Energy may disconnect Customer retail electric service and terminate this Agreement. If Customer's retail electric service is disconnected and the Agreement is terminated pursuant to this paragraph, Customer shall pay an Early Termination Fee.

IV. SPECIAL PROVISIONS APPLICABLE TO CUSTOMERS PARTICIPATING IN CHARIOT ENERGY'S SOLAR BUYBACK PROGRAM

The special provisions contained in this Section IV are applicable only to Customers who have elected to participate in Chariot Energy's Solar Buyback Program, and the special provisions of this Section IV are in addition to, not in lieu of, those in the remainder of this Agreement. Customers who own distributed renewable generation have rights and obligations under Chapter 25 of the rules promulgated by the PUCT (<https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/ch25complete.pdf>).

If Customer enrolls in Chariot Energy's Solar Buyback Program, then Customer may receive **"Solar Buyback Credits"** only if Customer satisfies and maintains the following eligibility requirements: (i) Customer's equipment must be installed on Customer's side of the meter; (ii) Customer must have an interconnection agreement in effect with the applicable TDU; (iii) Customer's assigned load profile must have a photovoltaic (PV) designation; (iv) Customer's meter must have been installed by the applicable TDU and have the capability of

measuring the in-flow and out-flow of electric energy; (v) Customer must be a “Distributed renewable generation owner” as that term is defined by the PUCT Rule 25.217; and (vi) Customer must not be required by PUCT Rule 25.217 to register as an electric utility, power generation company, or retail electric provider (<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.217/25.217.pdf>). **SOLAR BUYBACK CREDITS ARE NOT REDEEMABLE FOR CASH AND OTHERWISE HAVE NO CASH VALUE.** Chariot Energy reserves the right to discontinue the Solar Buyback Program and/or suspend or terminate Customer’s participation in the Solar Buyback Program at Chariot Energy’s sole, exclusive, and unfettered discretion. If Customer’s participation in the Solar Buyback Program is terminated for any reason at all, any and all Solar Buyback Credits on Customer’s account may automatically be deemed voided.

Chariot Energy issues Solar Buyback Credits when surplus electric energy is exported at Customer’s premises, and that energy is transmitted through and measured by Customer’s meter, and sent back into the electric grid (“**Exported Energy**”), measured in kilowatt hours. Solar Buyback Credits will be provided in an amount equal to: (a) Customer’s Exported Energy, if any, measured in kWh during each of ERCOT’s 15-minute settlement intervals; multiplied by (b) the lesser of (i) \$0.25 per kWh or (ii) the real-time settlement point price per kWh for energy published by ERCOT for each corresponding 15-minute settlement interval. Solar Buyback Credits will be creditable against Customer’s Chariot Energy bills, and, if Solar Buyback Credits exceed the total amount due on Customer’s bill, then any remaining charges will be credited forward to Customer’s next bill. Customer shall and hereby does grant to Chariot Energy any and all exclusive rights, title, and interest related to any renewable energy credits (each a “**REC**”) and/or other compliance premiums created by Customer’s participation in Chariot Energy’s Solar Buyback Program. Customer agrees that Customer has no claims to the renewable energy credits and hereby waives any and all claims to the same. By participating in Chariot Energy’s Solar Buyback Program, Customer authorizes Chariot Energy to share information about Customer, including (without limitation) Proprietary Customer Information as that term is defined in the PUCT’s rules (<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.272/25.272.pdf>).

By participating in Chariot Energy’s Solar Buyback Program, Customer agrees to release, indemnify, and otherwise hold harmless Chariot Energy, along with its affiliates, employees, vendors, and agents, for, from, and against any and all liability, claims, demands, losses, costs, and other damages, including (without limitation), injury and/or death to persons and damage to property, arising from or relating in any way to the installation, testing, operation, maintenance, repair, replacement, removal, defect, failure, or other fault of Customer’s generation equipment and/or any component or other piece of equipment interconnected in any way with Customer’s generation equipment. This indemnity is in addition to, not in lieu of, the indemnity and other provisions of this Agreement and shall survive termination of this Agreement.