



where energy comes from

CUSTOMER ELECTRIC SUPPLY AGREEMENT TERMS AND CONDITIONS OF SERVICE

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

Supply Agreement Disclosures	
Legal name	MC Squared Energy Services, LLC (mc ²)
Business address	175 West Jackson Blvd, Suite 240 Chicago, IL 60604
Service charges for term	You agree to pay a rate per kWh for twelve (12) months that is determined as follows: a custom percentage savings discount on 1) the monthly utility Electricity Supply Charge per kWh and 2) the monthly utility Transmission Service Charge per kWh. The rate is variable as the utility Electricity Supply Charge and the utility Transmission Service Charge changes.
Fixed monthly charge (if any)	\$0.00
Fixed monthly charge terms (if any)	N/A
Contract and renewal terms	Contract Term – Twelve (12) months Renewal Terms - This contract will automatically renew. mc ² will send two (2) notices of your <u>automatic renewal</u> , including the new price information and renewal term, at least 30 but not more than 60 days prior to the contract term end date. See below for more information.
Termination fee (if any)	\$0.00
Deposit/prepayment (if any)	\$0.00
Switching fees (if any)	\$0.00
Guarantee(s) of Customer Savings (if any)	As the monthly published utility Electricity Supply Charge and Transmission Service Charge changes, your price from mc ² will be adjusted to reflect a calculated custom percentage discount off of the published utility Electricity Supply Charge rate and Transmission Service Charge rate. You may save more or less than the custom percentage discount from mc ² over the term of this Agreement as compared to the utility's bundled tariff rate for electricity supply services depending on factors including the utility's Purchased Electricity Adjustment Factor, which varies monthly.
Rescission	You may rescind this contract by notifying mc ² or the utility within ten (10) calendar days after the utility processes your enrolment. To rescind this agreement, contact mc ² at cancel@mc2energyservices.com or call 1-855-740-9992; or contact ComEd at 1-800-334-7661.
Supplier disclosure	mc ² is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc ² is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program, or governmental body or program of a governmental body.

Utility Responsibility	The electric utility remains responsible for the delivery of electric power and energy to a customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.						
Contact Information (Toll free phone numbers)	<table border="0"> <tr> <td>MC Squared Energy</td> <td>1-855-740-9992</td> </tr> <tr> <td>Utility ComEd</td> <td>1-800-334-7661</td> </tr> <tr> <td>ICC Consumer Services Division</td> <td>1-800-524-0795</td> </tr> </table>	MC Squared Energy	1-855-740-9992	Utility ComEd	1-800-334-7661	ICC Consumer Services Division	1-800-524-0795
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Scope of mc² Service

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

Price

You agree to pay a rate per kWh that is determined as follows for the term of the contract: a custom calculated percentage savings discount on 1) the monthly utility Electricity Supply Charge per kWh and 2) the monthly utility Transmission Service Charge per kWh for the Term Length as specified above in the Supply Agreement Disclosure of this Agreement. The monthly Utility Electricity Supply Charge and the Utility Transmission Charge may change from month to month. You also agree to pay mc² all applicable taxes and any other governmental fees. In addition to mc² electricity supply charges, Utility distribution charges and related taxes will be itemized separately by the Utility in your Utility bill and are not included in this Agreement. You are responsible to pay the Utility for these charges.

Term

mc² will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

Billing and Payment

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

No Savings Guarantee

mc² does not guarantee a particular level of savings (or any savings) compared with the ComEd bundled rate in any particular month; actual savings realized (if any) in a particular month will depend on factors including the applicable Purchased Electricity Adjustment and the size of the Purchased Electricity Adjustment relative to the applicable Electricity Supply Charge. If the applicable Purchased Electricity Adjustment is less than calculated percentage of the applicable Electricity Supply Charge, the customer is anticipated to realize savings.

Renewal

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

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

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

Except as otherwise set forth in this Agreement or required by applicable law, two notices for the renewal will be provided as follows:

- 1. First Notice: Electronic mail to the email address provided by you to mc² unless you request U.S. Mail.
- 2. Second Notice: Written letter by U.S. Mail to the mailing address provided or post card by U.S. mail if a written letter by U.S. Mail is chosen for the first notice.

Customers may update any changes to their email or mailing address through the My Account Portal on mc2energyservices.com or call mc² at 1-855-740-9992 or email changes to info@mc2energyservices.com.

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

OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc²
175 West Jackson Blvd., Suite 240
Chicago, IL 60604
Fax: 1-877-281-1279

OR CAN BE CALLED IN TO: 1-855-740-9992

Early Termination

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

Adverse Material Change

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

Renewable Energy

Electricity service provided to you by mc² through June 1, 2019 will include renewable energy resources as required and certified by Illinois regulatory authorities. If you wish to purchase electricity service sourced entirely from renewable sources, you must submit a request for such service to mc². Such service may be subject to an additional charge.

Community Solar Programs

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(l) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
- "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
- "CS Beneficiary" is defined in ComEd Rider POGCS.
- "Energy Supply Rate" is defined below, and is intended to reflect an estimate of mc² costs to serve the Customer net of capacity, transmission, and other costs.
 - (1) **Community Solar Arranged By Supplier.** During the Term of this Agreement, Customer authorizes Supplier to enroll Customer in a Subscription for Community Solar in a facility of Supplier's choosing subject to the terms of this provision. Supplier shall provide Customer at least 30 days notice of its intent to enroll Customer in one or more Subscriptions; the customer may opt out within 15 days of the date of the notice by phoning Supplier at 877-622-7697 or emailing Supplier at info@mc2energyservices.com. Contemporaneous with the notice of intent to enroll Customer, Supplier shall provide the terms and conditions of the Subscription, plus any disclosures required by law. Supplier will not attempt to enroll Customer in one or more Subscriptions unless Supplier has a commercially reasonable belief that Customer will receive a credit resulting in a lower supply bill from Supplier with the Subscription(s) than without it (them). Supplier shall provide a basis for its commercially reasonable belief that Customer will save money in its notice of intent.
 - (2) **Community Solar Arranged Independent Of Supplier.** To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project that Supplier did not arrange, the credit from Supplier to Customer pursuant to Section 16-107.5(l)(2) of the Public Utilities Act (e.g., the Energy Supply Rate) shall be no higher than \$0.02/kWh, unless otherwise specified in the Confirmation attached hereto. For each subscription or other interest in a CS project, Customer agrees to inform Supplier at least 30 days before the Utility is informed of Customer's subscription or other interest. Customer need not take further action with mc² to effectuate such a subscription or other interest.

Without regard to whether Supplier arranged Customer's Community Solar, Customer acknowledges that mc² will provide credits to the customer based on information provided by the Utility to the Regional Transmission Organization/RTO and/or mc². Customer agrees to indemnify and hold harmless mc² for any errors made by the Utility or Regional Transmission Organization/RTO in providing or communicating relevant credits and information to mc².

Notices

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

Limitations of Liabilities

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

Miscellaneous Provisions Waiver

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

Assignment

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

Force Majeure

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

Entire Agreement Amendments

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

Emergency, Outage and Wire Service

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

Customer Care

Customer may contact mc² for Customer Care if Customer has specific comments or questions by calling mc²'s toll-free telephone number at 1-855-740-9992 between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc² at 1-877-281-1279, emailing mc² at info@mc2energyservices.com or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is <http://www.icc.illinois.gov/>.

Dispute Resolution

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