



**Entrust Energy East, Inc. – PUC License A-2012-2335819**  
**Pennsylvania Terms of Service for Small Commercial (up to 25 kW) Customers**  
**Phone: 888.521.5861 Fax: 888.535.6340**

**Agreement for Service.** These Terms of Service and Pricing Attachment (collectively, the “contract” or “Agreement”) describe the agreement between Entrust Energy East, Inc. (“Entrust Energy”) and you (the “Customer”) under which Customer shall purchase and Entrust Energy will supply all the Customer’s electric generation services for the Term of our Agreement. This Agreement supersedes any oral or written statements previously made in connection with this Agreement. You understand that Entrust Energy is an Electric Generation Supplier (“EGS”) and not an Electric Distribution Company (“EDC”). Your EDC will continue to deliver electricity to your home or business, respond to emergencies, and bill you for EDC and EGS services. Generation prices and charges are set by the EGS you have chosen. The Public Utility Commission (“PUC”) regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Right of Rescission.** Customer may rescind this Agreement until midnight of the third business day after receipt of this Agreement (the “Rescission Period”) by writing, calling or sending a fax to Entrust Energy. See “EGS Contact Information” below for contact information.

**Key Definitions.** Generation charges are charges for the production of electricity. Transmission charges are charges for moving high voltage electricity from a generation facility to the distribution lines of an EDC. A Kilowatt-hour (“kWh”) is the billing unit of delivered electrical energy. Delivery Charges are charges for moving electricity through the distribution system of the EDC to your home or business.

**Term.** Entrust Energy will begin supplying Customer’s electricity when the EDC switches your account to Entrust Energy. Service shall continue for the period of time indicated on your Disclosure Statement (the “Initial Term”).

**Renewal Provisions/Agreement Expiration/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to such advance notices for a renewal, the Agreement will convert to a month-to-month agreement per PUC rule. By giving us your electronic address, you agree to receive electronic communications when permitted by PUC rule.

**Pricing.** Entrust Energy offers various rate plans as described below. Customer’s service plan will be confirmed in the Disclosure Statement. Customer’s bill for electricity supply will be calculated by multiplying 1) the applicable monthly rate by 2) the amount of electricity consumed during the billing period, as determined by the EDC.

1. Fixed Rate Plan. The rate per (kWh) is as indicated on the Disclosure Statement and will not change during the Initial Term.
2. Indexed Variable Rate Plan. The rate per kWh will be determined by formula(s) that will be explained in your Disclosure Statement and the formula(s) will apply uniformly during the Initial Term. The rate for the first month of service is in your Disclosure Statement.
3. Variable Rate Plan. The rate per kWh for the first month of service is in your Disclosure Statement and may be adjusted monthly based on a number of factors, including but not limited to: cost to acquire electricity in the PJM Interconnection market, capacity, settlement, anticipated margins, Entrust Energy service fees and other market and business conditions. There is no limit on how much the price may change from one billing cycle to the next.

Rates include generation and transmission charges, and gross receipts tax on those charges. Rates exclude applicable state and or local taxes. Rates also exclude EDC Delivery Charges, which will be billed by the EDC. Call Entrust Energy at 888.521.5861 or see [www.entrustenergy.com](http://www.entrustenergy.com) for current or historical variable rate. Historical pricing is not indicative of present or future pricing.

**Billing.** You will receive a single bill from the EDC for EDC delivery charges and Entrust Energy electricity supply charges.

**Cancellation.** If Customer cancels this Agreement before the end of a fixed term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the Early Cancellation Fee. If we cancel this Agreement for any reason other than customer non-payment, we will follow applicable rules in providing notice to you. If your service is terminated by your EDC, this Agreement is cancelled on the date of service termination and you will owe us for amounts unpaid up to the date of termination.

**Penalties, Fees, Exceptions.** In the event of a cancellation initiated by the Customer, the Early Cancellation Fee disclosed in the Disclosure Statement will apply, except when the cancellation is due to Customer relocation.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement. Entrust Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier or other entity as authorized by the PUC. You will be provided the required regulatory notice prior to your account being assigned.

**Information Release Authorization.** Customer authorizes Entrust Energy to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the EDC: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical

emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by Entrust Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Entrust Energy. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice to or calling Entrust Energy. Entrust Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Dispute Resolution.** Customer may call Entrust Energy with any questions or concerns about this Agreement or service from Entrust Energy. Entrust Energy will respond to all complaints in good faith and will make every effort to address the concern. If for any reason the Customer is not satisfied with Entrust Energy's response, the Customer may contact the PUC by calling 800.692.7380, or by mail at P.O. Box 3265, Harrisburg, PA 17105-3265. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**Agency.** Customer hereby appoints Entrust Energy as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the EDC needed to deliver electricity to the Customer's premises.

**Warranty.** This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and Entrust Energy. Entrust Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Entrust Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure.** Entrust Energy will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Entrust Energy ("Force Majeure Events") may result in interruptions in service. Entrust Energy will not be liable for any such interruptions caused by a Force Majeure Event, and is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on its electricity distribution lines), or any other cause beyond Entrust Energy's control.

**Liability.** The remedy in any claim or suit by Customer against Entrust Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either Entrust Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

**Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Entrust Energy's net income, shall be paid by Customer, and Customer agrees to indemnify Entrust Energy and hold Entrust Energy harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**EGS Contact Information.** Customer may contact Entrust Energy's Customer Service Center at 1. 888.521.5861, Monday through Friday 8:00 a.m. - 7:00 p.m. EST or by fax at 888.535.6340. Customer may write to Entrust Energy at: **Entrust Energy East, Inc., 1301 McKinney, Suite 1250, Houston, Texas 77010.**

**EDC Contact Information.** You should contact your EDC in case of emergency, or for Universal Service program information, including bill payment assistance. Contact numbers are listed below:

Duquesne Light: 888.393.7000 (emergency); 412.393.7100 (non-emergency); 888.393.7600 (Universal Service)  
Metropolitan Edison: 888.544.4877 (emergency); 800.545.7741 (non-emergency); 800.545.7741 (Universal Service)  
Pennsylvania Electric: 888.544.4877 (emergency); 800.545.7741 (non-emergency); 800.545.7741 (Universal Service)  
Pennsylvania Power & Light (PPL): 800.342.5775 (emergency and non-emergency); 800.358.6623 (Universal Service)  
Philadelphia Electric Company (PECO): 800.841.4141 (emergency and non-emergency); 800.774.7040 (Universal Service)  
West Penn: 888.544.4877 (emergency); 800.686.0021 (non-emergency); 800.207.1250 (Universal Service)