

# Ambit Northeast, LLC Massachusetts Service Area

## Sales Agreement and Terms of Service

**VERSION DATE: AUGUST 3, 2023**

The following is your Terms of Service (Agreement) with Ambit Northeast, LLC, d/b/a Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit") for the purchase of electricity and/or natural gas service. Ambit Energy is licensed by the Massachusetts Department of Public Utilities (DPU) as a Competitive Supplier (CS) under license number CS-118 and as a Natural Gas Supplier (NGS) under license number GS-045.

Ambit Energy is a Competitive Supplier (CS) and Natural Gas Supplier (NGS) and will supply energy for your residence or business address enrolled under this Agreement, as specified in the Disclosure Label/Statement, which is hereby made an integral part of the Agreement. By enrolling for service with Ambit Energy, you agree to be bound by this Agreement and pay for the energy service Ambit Energy provides to you under this Agreement. Your Local Distribution Company (LDC) or Natural Gas Distribution Company (NGDC) will continue to deliver your energy, read your meter, send your bill, and make necessary repairs. In the event of a power outage, please contact your LDC or NGDC. Ambit Energy is not an agent of your LDC or your NGDC and your utility will not be liable for any of Ambit's acts, omissions, or representations.

### CONTACT INFORMATION:

For questions concerning your rate, service initiation, or service cancellation, please contact Ambit Energy using the contact information below:

#### AMBIT ENERGY

www.ambitenergy.com  
P.O. Box 864589  
Plano, TX 75086

Customer Care (877) 282-6248  
Fax (877) 805-5606

#### OPERATING HOURS:

Monday – Sunday 8:00 a.m. – 11:00 p.m. ET

In the event of a power outage or gas leak, please contact your Local Distribution Utility or Natural Gas Distribution Company:

#### NATIONAL GRID

Gas Leak (800) 233-5325  
Power Outage (800) 465-1212

#### EVERSOURCE ENERGY (FORMERLY NSTAR ELECTRIC)

Power Outage (800) 592-2000

#### EVERSOURCE ENERGY WESTERN MASSACHUSETTS

Power Outage (800) 662-7764

#### MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES (DPU)

##### CONSUMER DIVISION

One South Station  
Boston, MA 02110

(617) 737-2836 or Toll Free (877) 886-5066  
TTY (for the hearing impaired only): (800) 323-3298  
mass.gov/eea/energy-utilities-clean-tech

The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the customer. Please retain this Agreement for your records.

For electric service, customer understands that default generation service is available, whenever needed, from the LDC. For natural gas service, customer understands they must contact their NGDC regarding the availability and terms of default service.

**SERVICE TERM AND PRODUCT SELECTION:** Depending on which plan you have selected, your service under this Agreement is provided under either a fixed-rate ("term") product or a variable-rate ("month-to-month") product, as specified in the Disclosure Label/Statement. Unless otherwise agreed to in writing or other form as authorized by DPU, your minimum term will be disclosed to you in your Disclosure Label/Statement, along with any applicable monthly recurring fees. The product selected at time of enrollment will become effective on the day your service begins with Ambit Energy, which coincides with the date your meter is read by your LDC or NGDC. Because this date is determined by your LDC or NGDC, Ambit Energy is not able to commit to a specific date for the commencement of service.

Variable-rate products shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Variable-rate products are subject to change without notice and may change due to current and predicted weather patterns, retail competition, wholesale commodity energy cost, fluctuations in energy supply and demand, industry regulations, pricing strategies, cost to serve customers, among many factors. Fixed-rate products shall commence for a term as specified in the Disclosure Label/Statement.

A contract-expiration notice will be sent to you at least thirty (30) days prior to the end of your contract term. If you fail to take action to ensure the continued receipt of retail energy service upon the contract's expiration, you will automatically continue to be served by Ambit Energy pursuant to a default variable-rate product on a month-to-month basis unless you select another product or retail energy supplier. You always have the option to choose another plan should this occur.

Customer understands and acknowledges that Product selection at enrollment is subject to Ambit Energy approval, based upon the premise type and/or service class that was previously assigned to customer's account by customer's LDC or NGDC. If the information received from the LDC or NGDC does not match the requested Ambit Energy product, customer agrees that Ambit Energy may switch the product type to match information received from the LDC or NGDC, if such a product is currently offered by Ambit Energy. Customer understands that if the product is changed to one which matches the correct premise/ service class type, rates may vary. You will receive written notice of the product's terms and will have the ability to exercise your right of rescission as described below (See Rescission Period).

# Ambit Northeast, LLC Massachusetts Service Area

## Sales Agreement and Terms of Service

Product changes should be submitted two (2) weeks prior to your meter read to take effect at the start of your next billing period. Any requests made less than two (2) weeks in advance may delay the start of the new product until the following billing period.

You may renew online by logging on to your account management site at [ambitenergy.com](http://ambitenergy.com), calling Customer Care at (877) 282-6248 or by faxing your request to renew your plan to (877) 805-5606. Please state the product that you would like to renew, include your account number and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will continue on the Bay State Select Variable Electric plan or the Bay State Select Variable Natural Gas plan.

**RESCISSION PERIOD:** You may rescind this Agreement without fee or penalty of any kind within three (3) calendar days after receiving the written Disclosure Label/Statement and Terms of Service. You can rescind this agreement by calling Ambit Energy at (877) 282-6248 Monday - Sunday, 8:00 a.m. - 11:00 p.m. ET. You may rescind in writing, orally, electronically, or by sending a fax to (877) 805-5606. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission.

**CANCELLATION AND SWITCHING PROCEDURES:** Customer or Ambit may cancel a variable-rate Agreement at any time, by providing written notice to the other party at least forty-five (45) days prior to the intended date of cancellation. If customer enrolled under a fixed-rate product, you agree to remain a customer of Ambit Energy until the term expires. You will continue to be responsible for all charges assessed by your LDC or NGDC for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement. When you cancel services, you agree to pay for the services provided by Ambit Energy through the date you are switched to another provider or returned to the LDC or NGDC for service and may be subject to an early cancellation fee. Your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which Ambit Energy gives the LDC or NGDC notice of your cancellation request. Ambit shall submit customer's request for cancellation to LDC or NGDC upon Ambit's receipt of the request.

Ambit Energy and/or your LDC or NGDC reserves the right to cancel this Agreement (i) if your LDC or NGDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your LDC or NGDC and Ambit Energy; or (iii) if the LDC or NGDC removes you from their consolidated billing program and requires that Ambit Energy bill you separately for your energy supply. If this occurs, we will notify both you and your LDC or NGDC of the cancellation of this agreement at least thirty (30) days prior to the effective date of cancellation. It may take up to sixty (60) days for customer's account(s) to be returned to the LDC or NGDC depending on the LDC or NGDC cancellation procedures.

**BILLING AND PAYMENT:** Your LDC or NGDC will continue to issue you a monthly bill and the bill will include Ambit Energy supply charges, as well as applicable LDC or NGDC charges, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. In the event the LDC or NGDC is unable to read your electric meter, the LDC or NGDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Customer will make payment directly to the LDC or NGDC in accordance with the payment terms stated in the LDC or NGDC tariffs, unless otherwise provided herein. Customer will pay each monthly bill in full in accordance with regulatory requirements of DPU or be subject to a late payment charge calculated in accordance with the Commission's rules. In the event of failure to remit payment when due, Ambit will have the right to terminate commodity

service and to seek suspension of distribution service. Customer may obtain additional information by contacting the Massachusetts Department of Public Utilities Consumer Division, One South Station, Boston, MA 02110.

**TAXES AND LAWS:** Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein

**ENERGY ASSISTANCE:** Your LDC or NGDC has programs available to customers who are on a limited income to assist them with utility bills. Customers can contact the Department of Housing and Community Development (DHCD) hotline at (800) 632-8175 or visit [www.mass.gov/hed/community/energy/low-income-home-energy-assistance-liheap](http://www.mass.gov/hed/community/energy/low-income-home-energy-assistance-liheap) and click on heating assistance, for information and eligibility.

**ELIGIBILITY:** Ambit Energy does not determine eligibility for pricing based on credit history, utility payment data or credit score. Ambit Energy does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**INFORMATION RELEASE AUTHORIZATION:** Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your LDC or NGDC. This information includes, but is not limited to, customer's account number, meter reading data, rate class and electric and/or gas usage, customer's address(es) and telephone number, and customer's budget billing plan or payment arrangement preference. Customer further understands that the LDC or NGDC is required by the DPU to communicate with customer following a notice of change of LDC or NGDC to confirm the change was authorized. Ambit will not give or sell customer information to any unaffiliated party without consent from the customer unless Ambit is required to do so by law or it is necessary to enforce this agreement.

**AGENCY:** Customer appoints Ambit as its agent to acquire the supplies necessary to meet its electricity and/or gas needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the LDC or NGDC needed to deliver gas to the customer's premises. These services are provided on an arm's-length basis and market-based compensation is included in the price noted in your Disclosure Label/Statement.

**CONSUMER PROTECTIONS:** The services provided by Ambit Energy are protected by the terms and conditions of this Agreement and the Massachusetts Department of Public Utilities (DPU).

**SEVERABILITY:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**DELAYS OR FAILURE TO EXERCISE RIGHTS:** No partial performance, delay or failure on the part of Ambit in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

# Ambit Northeast, LLC Massachusetts Service Area

## Sales Agreement and Terms of Service

**ACCEPTANCE AND AMENDMENTS:** This Agreement shall not become effective until accepted by Ambit Energy. Ambit may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to customer of such amendment at least thirty (30) days prior to the effective date thereof. Ambit Energy will supply customer with a current version of this document annually and upon request. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

**FORCE MAJEURE:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or NGDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**ASSIGNMENT:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Ambit Energy. Ambit Energy may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Ambit Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Ambit Energy; and/or (d) transfer or assign this Agreement to a DPU-certified LDC or NGDC or CS or NGS. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, customer agrees that Ambit Energy shall have no further obligations hereunder.

**LIMITATIONS OF LIABILITY:** Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived. These limitations apply without regard to the cause of any liability or damage, including the negligence of ambit energy. There are no third-party beneficiaries to this agreement.

**REPRESENTATIONS AND WARRANTIES:** The energy service sold under this Agreement will meet the applicable LDC's or NGDC's standards and may be supplied from a variety of sources. Unless otherwise expressly set forth in this Agreement, Ambit Energy provides and customer receives no warranties, express or implied, statutory, or otherwise and Ambit Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**GOVERNING LAW:** This Agreement shall be governed by, enforced and performed in accordance with the rules of the DPU. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Ambit's performance under this

Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Ambit shall have the right to change this Agreement with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity and natural gas shall be a "good" for purposes of the UCC.

### **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:** Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care department at (877) 282-6248. Customer can also contact Ambit in writing at P.O. Box 864589 Plano, TX 75086. Also, the customer dispute or complaint may be submitted by either party at any time to the DPU pursuant to its Complaint Handling Procedure. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by DPU decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.**

In the unlikely event that Ambit's Customer Care department or DPU is unable to resolve a complaint you may have to your satisfaction (or if Ambit has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Ambit will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Ambit to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), Ambit will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what Ambit has offered you to settle the dispute.

### **ARBITRATION AGREEMENT**

(1) Ambit and you agree to arbitrate **ALL DISPUTES AND CLAIMS** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Ambit," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action

# Ambit Northeast, LLC Massachusetts Service Area

## Sales Agreement and Terms of Service

in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Ambit should be addressed to: Legal Department, Ambit Energy, 6555 Sierra Drive, Irving, TX 75039. ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ambit is entitled.

(3) After Ambit receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Ambit will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Ambit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, Ambit will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Ambit for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value

of Ambit's last written settlement offer made before an arbitrator was selected, then Ambit will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Ambit did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws Ambit may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, Ambit agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if Ambit makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Agreement, you may reject any such change by sending Ambit written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between Ambit in accordance with this provision.