

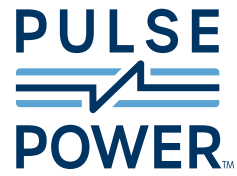
CUSTOMER INFORMATION:

Legal Entity Name:		Authorizing Party & Title:	
Mailing Address – Street, City, State and Zip		Phone:	
		Fax:	
Customer EIN/TIN:		Email:	
Billing Contact Name & Title: (If Different from Above)			
Billing Email: (If Different from Above)			
Billing Address (If Different from Above):			
Fixed Price:	/ kWh	Enrollment Type (Select One): Standard Switch (1-5 Business Days) Self-selected Switch (Future Date): Move-In (For Inactive Meter, Date):	
Term:	Months		
Paperless Billing			

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the entity named above as the Customer ("Customer") hereby designates Pulse Power, LLC ("Company") to serve as its exclusive Retail Electric Provider ("REP") to provide electricity ("Services") to the ESI IDs listed on Exhibit A. The Agreement consists of this Agreement Summary, including any Exhibits, the Terms of Service, the Electricity Facts Label ("EFL") and Your Rights as a Customer ("YRAC"). Company agrees to deliver Services on the terms set forth in the Agreement. By executing this Agreement, Customer is making an offer to Company, and such offer will not be deemed accepted and agreed to by Company until and unless Company accepts this Agreement by either returning a counter- signed copy to Customer, written confirmation, including by e-mail, of acceptance is sent by Company to Customer or Customer's broker, if any, or Company takes action or begins to provide Services to the Customer. Acceptance of this Agreement is in Company's absolute discretion. Company shall begin providing Services on or about the Start Date for each ESI ID on Exhibit A ("Customer Facilities") and continue for a period of months as indicated above ("Initial Term") at the Price for the product as indicated above. The Price includes costs associated with the purchase and delivery of electricity to the Transmission and Distribution Utility (TDU) for Customer Facilities, but excludes the following costs which will be passed through to Customer without mark-up ("Pass-Through Costs"):

- a) Costs imposed by the TDU for the transmission and distribution of electricity at the rates approved by the Public Utility Commission of Texas (PUCT), set forth in the TDU's Tariff as may be amended or altered from time to time;
- b) PUCT Assessment or other fees imposed by the PUCT;
- c) All federal, state, and local Taxes, including but not limited to the gross receipts tax ("GRT");
- d) Any changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state, or local laws or regulatory actions that impose new or modified fees or costs effective after the date of this Agreement and that are outside Company's control.





BILLING AND FEES: See Section 2 of the Terms of Service.

CANCELLATION BY CUSTOMER. Provided that Customer has a peak demand across all Customer Facilities of less than 50 kW in the last 12 months, Customer may cancel this Agreement within three federal business days of notification of acceptance of the Agreement by Company (Rescission Period). If Customer cancels this Agreement after the Rescission Period, or this Agreement is for new service at a Customer Facility, for each Customer Facility for which Customer cancels this Agreement, Customer shall be liable for an Early Termination Fee, based on Customer's historical usage information and the number of months remaining in the Initial Term, as well as any Services provided.

Est. Annual Usage	Termination Fee Per Month Remaining
Less than 100,000 kWh	\$50
100,000 - 249,999 kWh	\$100
Greater than 250,000 kWh	\$200

REPRESENTATIONS OF CUSTOMER. By entering into this Agreement, either by signing below or through any electronic means, Customer represents and warrants to Company as follows:

- (i) Customer is at least eighteen years old or older and is not prohibited from entering into any contractual arrangement;
- (ii) Customer has reviewed, understood, and accepts the Agreement Summary, Terms of Service, Your Rights as a Customer, and Electricity Facts Label;
- (iii) Customer is legally authorized to switch electricity providers for the Customer Facilities;
- (iv) Customer has a combined peak demand of less than 50 kW across all of the Customer Facilities for the last 12 months; and
- (v) Customer designates Company to perform the necessary tasks to complete a switch or move in for the applicant's service with Company and designates Company as the exclusive REP for such ESI IDs.

This Agreement shall become binding on the Parties as of the earliest to occur of any one of the three events listed below ("Effective Date"):

- (i) the later of the date that it is signed by a Party;
- (ii) the date on which Company provides written confirmation, including via e-mail, of acceptance of this Agreement to Customer or, if Customer is represented by a third party, written confirmation, including via e-mail, to the third party; or
- (iii) the date Company undertakes any action, including buying electricity to provide to Customer or submitting a request to ERCOT to be designated as the REP of Record for one or more of the Customer Facilities.

The Parties acknowledge that Services to Customer Facilities may not start until a future date after the Effective Date.

Legal Entity Name:	PULSE POWER, LLC
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title: Authorized Signatory
Date:	Date:



COMMERCIAL ENERGY SERVICES AGREEMENT

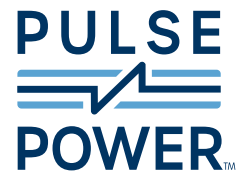


EXHIBIT A—LIST OF CUSTOMER FACILITIES

ESI ID	Street Address	City, State Zip	Estimated Start Date	Estimated Annual Usage (kWh)

