

Terms & Conditions of Natural Gas Services

Provided to Residential & Commercial Customers by Greenwave Energy LLC

The Energy Division of the California Public Utilities Commission (CPUC) has granted to Greenwave Energy LLC (GWE) a Registration Certificate to operate as a Core Transport Agent (CTA) in the State of California. In accordance with the rules and regulations of the CPUC, GWE is providing you ("Customer") this copy of the Terms & Conditions of its Natural Gas Services (last revised January 5, 2017). Although GWE will provide its Customers with the natural gas commodity, Pacific Gas and Electric Company (PG&E), will continue to transport and deliver the natural gas through their pipeline system on behalf of GWE to the Customer's home or business (the Service Address/Delivery Point).

1. Natural Gas Services and Products. In accordance with PG&E's Rules and Tariffs, GWE will purchase and deliver gas supply and winter storage quantities of gas to PG&E for the Customer's residential or commercial account, based on PG&E's forecasted usage derived from weather forecasts and historical usage patterns. If the actual gas usage is expected to differ from the forecasted usage, GWE will adjust their deliveries accordingly. GWE will purchase or sell monthly imbalance quantities of gas to make up the difference between PG&E's forecasted quantities (baseload quantities) and the actual quantity used by the Customer in that month or billing cycle, as determined by PG&E. In addition to natural gas, GWE will also provide the Customer with the opportunity to purchase Renewable Energy Certificates (RECs) and Carbon Offset Products in order to mitigate harmful greenhouse gas emissions. For more information regarding RECs, Customers may want to go on the internet to the California Energy Commission's RPS Eligibility Guidebook: <http://www.energy.ca.gov/2015publications/CEC-300-2015-001/CEC-300-2015-001-ED8-CMF.pdf>. For more information regarding Offset Credits, Customers can go to www.oal.ca.gov/CCR.htm. If you have any questions, feel free to contact Greenwave Energy's Customer Service at our toll-free number.

2. Prices and Fees for Natural Gas and Related Products. For natural gas supply, the Customer will have a choice of either a seasonal fixed rate or a variable rate. The variable rate is similar to the variable rate the Customer has historically paid PG&E for natural gas, meaning the price may vary each month depending on market conditions. The seasonal fixed price supply is different than that offered by PG&E in that there is not a "true-up" at the end of the 6-month period, which sometimes requires the Customer to pay an additional amount. In addition, the Renewable Energy Certificate (REC) fee will be included if Customer selects this option. A monthly administrative fee of 16.5-30.0 cents per day will also be included, depending on the number of products the Customer decides to buy.

3. Release of Information. By entering into a Natural Gas Services Agreement (Agreement) with GWE, the Customer authorizes GWE to arrange for the delivery of natural gas supply to the Delivery Point and to provide other services related to your account, such as scheduling, balancing and storage in accordance with the applicable PG&E tariffs. By entering into this Agreement, the Customer designates GWE as your authorized supplier and authorizes PG&E to release to GWE Your historical usage, billing and payment history, and credit history.

4. Term. Service will be effective and commence as of the next regularly scheduled meter read date following your enrollment with GWE (in accordance with the applicable PG&E policy and tariff) for a Primary Term of twelve (12) months. Service under this Agreement will continue after the Primary Term on a month-to-month basis until you notify GWE in writing or by phone of your intent to continue or cancel. The cancellation will become effective on the next regularly scheduled meter read date following thirty (30) days from receipt of your notice.

5. Billing, Payment and Disputes. Customer will continue to receive one monthly bill from PG&E for the quantities of gas delivered during the billing period, based on PG&E's reading of your meter at your Service Address. The PG&E bill will include GWE charges and any other charges incurred in accordance with PG&E's tariffs and this Agreement, and will be due within 21 days following the end of the PG&E billing cycle. Your payment must be made to PG&E in accordance with the terms of the PG&E tariff as set forth on the bill. If there is any GWE item on the PG&E bill that the Customer does not understand or agree with, the Customer should promptly contact GWE's Customer Service at the toll-free number provided in the last Section of these Terms & Conditions. After discussing questions or concerns with GWE and Customer is still not satisfied, he/she may contact PG&E or the CPUC to file a complaint. While the disputed issues are being resolved, the Customer must pay the undisputed portion of their bill, and if Customer fails to pay the undisputed amount when due, GWE may apply interest on past due amounts from the due date to the date of payment at an interest rate of 2% per month.

6. Customer Cancellation Provisions. The CPUC wants to ensure that Residential Customers have a fair chance to cancel this Natural Gas Service Agreement without penalty, and in order to comply, GWE will extend the cancellation period to midnight of the thirtieth (30th) day after the date of the first bill. However, if Customer chooses to cancel service, the amount due for the natural gas and green products delivered to Customer until the switch back to PG&E will still be due and payable. After said cancellation period, Customer may still cancel this Agreement at any time by contacting GWE and paying an early termination fee of \$50. If the Customer does request to cancel this Agreement, the cancellation will take effect the next actual meter read date following the date Customer notifies GWE, in accordance with PG&E's procedures. As stated above, Customer will be responsible for all payments due until the cancellation and transfer of natural gas service process is completed by PG&E.

7. Penalties, Fees and Exceptions. Notwithstanding the foregoing, you may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation. If Customer defaults in the prompt payment of amounts due under this Agreement, he/she will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. GWE may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances.

8. Cancellation by GWE. If for any reason GWE is not able to economically provide services under this Agreement, GWE may terminate this Agreement at any time with at least thirty (30) days' notice after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of GWE if Customer fails to meet any of the terms and conditions of this Agreement or if any of the information you have provided to GWE is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, Customer will continue to receive uninterrupted service from PG&E, or until you designate another provider of natural gas service. Only PG&E may shut off your natural gas service.

9. Warranties. GWE MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas after receipt from PG&E at the Delivery Point at the Service Address/Customer's home. GWE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, GWE and Customer acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

11. Additional Benefits.

(a) From time to time GWE may pay for or offer Customer incentives, awards or benefits (Additional Benefits) to be provided by or through third party providers (Third Party Provider). The offer or extension of any Additional Benefits to Customer is at the sole and absolute discretion of GWE, unless explicitly stated otherwise in an agreement signed by an authorized officer of GWE. Unless explicitly stated otherwise in an agreement signed by an authorized officer of GWE, the payment for any Additional Benefit, or the Additional Benefit to be provided, may be changed, cancelled or terminated by GWE at any time and for any reason.

(b) GWE will extend Additional Benefits to Customer while Customer is a customer of GWE, in good standing and not in breach or default of any agreements with GWE or under any terms and conditions of GWE applicable to Customer. The failure of GWE to exclude a former customer (or customer who is not in good standing or in breach or default) from receipt of Additional Benefits for any period of time shall not be deemed a waiver of GWE's right to do so and shall not entitle Customer to any Additional Benefits or payment therefor.

(c) Customer understands and acknowledges that the Additional Benefits are being provided by the Third Party Provider and that GWE is not the provider of the Additional Benefits. The receipt of Additional Benefits will require Customer to establish a relationship with the Third Party Provider that is separate and apart from Customer's relationship with GWE. Customer will be deemed to be in exclusive control of (and responsible for any damages or injury caused by) Customer's relationship with the Third Party Provider. CUSTOMER'S RECEIPT AND USE OF ANY ADDITIONAL BENEFITS IS AT CUSTOMER'S OWN RISK. GWE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE ADDITIONAL BENEFITS OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE ADDITIONAL BENEFITS, OR THAT THE ADDITIONAL BENEFITS WILL BE UNINTERRUPTED OR ERROR-FREE, AND GWE DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. GWE DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY GWE, OR ANY OTHER PERSON ON GWE'S BEHALF, WITH REGARD TO THE ADDITIONAL BENEFITS. GWE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE) ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S RELATIONSHIP WITH A THIRD PARTY PROVIDER.

(d) Customer, on behalf of itself, its personal and/or business representatives, next of kin and heirs, assigns, and executors, voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify GWE from any and all claims, actions or losses which may arise out of or in connection with Customer's receipt or use of any Additional Benefit. Customer agrees not to initiate any claim, lawsuit, court action or other legal proceeding or demand against GWE, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries, losses, or damages sustained by any person or entity in connection with Customer's receipt or use of any Additional Benefit, and Customer waives any right it may have to do so.

12. Miscellaneous.

(a) The services provided by GWE are governed by the terms and conditions of this Agreement and PG&E's tariffs. Customer may obtain additional information by contacting GWE or PG&E. See the contact information at the end of these Terms and Conditions.

(b) If GWE is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of GWE that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, wholesale suppliers, aggregators, other CTAs, qualified scheduling entities, PG&E, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(c) Natural gas shall continue to be provided and delivered by PG&E. Your natural gas service will be provided in accordance with your existing connection requirements unless you request a change by PG&E and pay for the cost of that change. You may not resell or use any natural gas provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of natural gas under this Agreement will be measured at the delivery point by PG&E. GWE and Customer will be bound by the measurement from the meters owned, installed, maintained and read by PG&E.

(d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

(e) A wet or faxed signature on a Natural Gas Service Agreement is an agreement to initiate service and begin enrollment with GWE. These Terms and Conditions of Service constitute the entire agreement between Customer and GWE relating to the subject matter hereof and supersede any other agreements, written or oral, between Customer and GWE concerning the subject matter of this Agreement.

(f) Customer may not assign this Agreement or your obligations under this Agreement without GWE's prior written consent. GWE may assign this Agreement, together with all rights and obligations hereunder, to (i) GWE's natural gas supplier, or such supplier's designee, (ii) an affiliate of GWE or to any other person succeeding to all or substantially all of GWE's assets, or (iii) in connection with any financing or other financial arrangement.

(g) Any failure by GWE to enforce any term or condition of Customer's natural gas service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer's service or to exercise rights under this Agreement.

(h) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(i) The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the termination or expiration of this Agreement.

12. Contact Information.

Greenwave Energy LLC
Address: 6575 West Loop South
Suite 500
Bellaire, TX 77401
Website: www.greenwaveenergy.com
Phone: 866-750-8826 (Toll Free)
Hours of Operation: Mon-Fri (except holidays)
5:00am - 5:00pm (Pacific Time); Sat: 7:00am - 2:00pm

Pacific Gas and Electric Company
Address: 245 Market Street, San Francisco
**In the case of a gas emergency, call:
800-743-5000**

California Public Utilities Commission
505 Van Ness Avenue, San Francisco, CA
800-649-7570