SIMPLECLEAN 12 TERMS OF SERVICE

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Maine's SimpleClean 12 plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy Maine, LLC ("XOOM" or "Company") agrees to act as your exclusive competitive electricity provider. The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleClean 12 program and will continue for twelve (12) months.

Acceptance into the Program: These terms of service are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail provider of electric generation and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for electric power purchases will be a fixed rate of $0.1029, per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility 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.

Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products: Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

Additional Costs: Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-NE market rules.

Renewal Notice; Notification of Changes: You will receive two notices, approximately 60 and 30 days before your Term ends. These notifications will explain your options going forward. At least sixty (60) days prior to the end of the Term, XOOM will send you a renewal notice describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. A second notice will be sent no later than thirty (30) days prior to the end of the Term. If you decide not to choose a new service plan upon the expiration of the term, the price for

electricity provided under this Agreement will become a basic rate plan described in your renewal notice which will continue month-to-month until terminated by either you or XOOM. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Termination by Customer, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within five (5) calendar days of receipt of this Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to or by sending an email to customercare@xoomenergy.com, or by sending a letter to: XOOM Energy Maine, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078.

When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you or we may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Termination by XOOM:XOOM may cancel this Agreement due to a default of obligations in the Agreement by giving thirty (30) days written notice of its intention to terminate, regardless of whether or not the reason for termination is remedied after notice. Termination becomes effective upon the processing of XOOM's cancellation request by your local utility. You shall be obligated to pay for the electricity supply service provided by XOOM pursuant to the Agreement prior to the date that such cancellation becomes effective, including any application of your local utility's late fees, or other fees or charges. Should XOOM terminate the Agreement, you will be returned to your local utility's default electricity supply service unless you choose another electric supplier. If we terminate this Agreement for non-payment by you, you shall be responsible for any applicable Cost Recovery Fee.

Cost Recovery Fee:You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of $110 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit, Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit and may require a deposit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at a rate in accordance with applicable law. You represent that you are financially able and willing to fulfill the terms of service of this Agreement and that you have not filed, are not in the process of filing or do not plan to begin any bankruptcy proceedings. The charge for XOOM's purchases of electricity will be included on your local utility bill and will be due on the date specified in your local utility bill. XOOM's charges not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a $35 return check fee for all returned checks. XOOM may terminate this Agreement with thirty (30) days written notice for non-payment. XOOM may not physically cut off your electricity

service, which will be provided by your local utility. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all reasonable costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service, you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at xoomenergy.com; by sending a letter to: XOOM Energy Maine, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a resolution cannot be reached with your local utility or with XOOM, you may contact the Maine Public Utilities Commission for help, toll free, at 1-800-452-4699, or in writing at Consumer Assistance Division, 18 State House Station, Augusta, ME 04333-0018.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM without your consent. XOOM will send you written notice within 30 days after the assignment.

Service Complaints: For service problems you should contact your local utility. IN THE EVENT OF A POWER OUTAGE PLEASE CALL YOUR LOCAL UTILITY.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the Maine Public Utilities Commission. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Miscellaneous: For the purpose of accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of Maine regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God.

XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in a material adverse change in XOOM's ability to perform under Agreement. XOOM may cancel this Agreement if your usage of electric power changes by more than 25% over a 12-month period.

Entire Agreement: This Agreement, including the Enrollment form, Customer Disclosure Statement, and/or Welcome letter, constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.