



Small Commercial Gas Customer Choice Contract

Variable Rate Gas Service

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Michigan's program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Contract at any time as allowed in the BizChoice Program rules.

Service & Term: XOOM Energy Michigan, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The term of this Contract will begin with your first bill issued by Consumers Energy on behalf of XOOM following your confirmation into the BizChoice program and will continue on a month-to-month basis.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and Consumers Energy. In addition to an email confirmation, a Confirmation Letter, which will include a hard copy of this Contract, will be mailed to you within 7 days of signing this contract with XOOM Energy.

Local Utility Services: XOOM is an alternative gas supplier of natural gas and is not affiliated with Consumers Energy. Consumers Energy will continue to deliver your gas, read your meter, make necessary repairs, and send you a bill. Consumers Energy will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of Consumers Energy and Consumers Energy will not be liable for any of XOOM Energy's acts, omissions, or representations.

Price: Your rate for gas purchases will be a variable rate per Mcf that may change on a monthly basis, plus taxes, if applicable. Your monthly variable rate is based on XOOM's Monthly Gas Acquisition Costs (MGAC), which is determined by XOOM's actual and estimated monthly wholesale gas costs, plus a Monthly Program Cost Adder (MPCA) not to exceed \$4.00 per Mcf. As an example, if XOOM's MGAC is \$4.00 per Mcf and the MPCA is determined to be \$1.50 per Mcf, your price would be \$5.50 per Mcf. You will continue to be responsible for all charges billed by Consumers Energy for all services it provides, including customer charges, distribution, fees or taxes specifically associated with services it continues to provide during the term of this Contract.

Termination: You may cancel this Contract with XOOM at any time within thirty (30) days of your signing of this Contract ("Cancellation Period") without penalty or cancellation fee by calling XOOM Energy Michigan at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com. If you cancel this contract and choose to switch to another supplier, the utility may charge you a \$10 switching fee. If you switch back to the utility for gas service, you must remain with the utility for twelve (12) months.

Moving: When moving to an address within Consumers Energy's service territory, XOOM will make every effort to transfer your services to your new 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 Consumers Energy service territory, or a territory not serviced by XOOM, this Contract will automatically terminate at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Contract in accordance with its terms.

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



<http://xoomenergy.com>; by sending a letter to: XOOM Energy Michigan, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078, or by sending an email to customercare@xoomenergy.com. For questions about your Consumers Energy bill, please contact Consumers Energy 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 Consumers Energy or with XOOM, you may contact the Michigan Public Service Commission for help, toll free, at 1-800-292-9555 (within Michigan) or 1-517-241-6180 (outside of Michigan).

Assignment: This Contract or any XOOM obligations under this Contract are assignable by XOOM to a Michigan licensed Alternative Gas Supplier.

Service Complaints: For service problems you should contact Consumers Energy by calling: Consumers Energy Gas at 800.477.5050. IN THE EVENT OF A GAS-RELATED EMERGENCY, SUCH AS A GAS LEAK, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL CONSUMERS ENERGY or 911.

Authorization/Representation/Letter of Agency: By entering into this Contract, you authorize XOOM to act on your behalf under Consumers Energy's tariffs in accordance with the rules and regulations of the Michigan Public Service Commission. **You acknowledge that you are the account holder or legally authorized person to execute a contract and legally bind the business in this contract. You understand that by signing this contract, you are switching the gas Supplier for this commercial account to XOOM. You understand that gas purchased for this commercial account by XOOM will be delivered through Consumers Energy's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30 days after today to cancel this contract for any reason through written or verbal notification to XOOM.** You agree to authorize Consumers Energy to release all information relating to your historical and current gas usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Contract.

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.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying gas 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 Contract if your usage of gas changes substantially or if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented or prohibited from carrying out the terms of this Contract.

Entire Contract: This Contract constitutes the entire contract and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral contracts and representations made with respect to the subject matter.

Miscellaneous: You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. 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 shall be governed by the laws of the state of North Carolina without recourse to such states choice of law rules. There may be a delay before your local utility switches your



natural gas supply to XOOM. XOOM is not responsible for such delays.