

## RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMER NATURAL GAS TERMS AND CONDITIONS

By receiving natural gas supply service from the Public Alliance from Community Energy, a Competitive Natural Gas Provider in the Nebraska Choice Gas Program, you are agreeing to be bound by the terms and conditions of service set forth below and as agreed in correspondence via telephone and/or e-mail and delegation agreement(s) (if any) (collectively, the "Agreement"). In this Agreement, you are referred to as "you" and "your", and the Public Alliance for Community Energy is referred to as "ACE". These Terms and Conditions shall not apply to ACE WeatherShield service; ACE has issued separate terms and conditions for the ACE WeatherShield pricing option.

**Enrollment.** When you accept the terms and conditions of ACE natural gas service by verbal or electronic acknowledgment or as a Default customer within the meaning of the applicable tariff administered by the local gas distribution utility (hereinafter referred to as the "Utility" which is currently Black Hills Nebraska Gas, LLC and will include its successors and assigns), you sign up for ACE natural gas service under the terms set forth in this Agreement. Under the pricing option you select, ACE agrees to sell to you and deliver to your local gas distribution Utility, and you agree to purchase from ACE and receive from the Utility, your full requirements of natural gas for the account for which you subscribed to the ACE natural gas service (referred to herein as "Account"). The Utility will deliver the natural gas to the Account and shall invoice and collect ACE's charges. You and ACE agree to comply with all the requirements, terms and conditions of the Utility Nebraska Choice Gas program (hereinafter referred to as the "Choice Program") as approved by the Nebraska Public Service Commission, as such terms and conditions may be modified from time to time. You acknowledge that if the Choice Program is terminated or changed in any manner, then ACE reserves the right to modify or cancel the terms and conditions of this Agreement upon 10 days written notice to you.

**Your Rate Per Therm.** Your Supplier Commodity Charge for all of your natural gas usage for the Account will be the rate confirmed to you at the time you subscribed to ACE natural gas service. You acknowledge that in addition to the ACE natural gas commodity bill amount you shall be responsible for paying any other service fees, connection charges, non-sufficient funds fees, or late fees assessed by the Utility or other charges unrelated to the ACE natural gas commodity, including without limitation Customer Charge, Distribution Charge, Tax, Franchise Fee, Customer Appliance Protection Program charges or those charges imposed under the applicable tariff provisions regarding "Charges for Miscellaneous Services". Unless expressly specified otherwise in your Agreement, your ACE natural gas rate may change if an upstream pipeline used for transportation services or the Utility adds or adjusts any surcharges or riders, or changes the rates charged to ACE.

**Term.** This Agreement shall be in effect from the first day of the month for which you receive your first ACE natural gas bill under this Agreement through the immediately succeeding May 31, if you select a one-year pricing option (as a new subscriber or as a renewal). If you select a two-year ACE pricing option (as a new subscriber or as a renewal), this Agreement shall be in effect from the first day of the month for which you receive your first ACE natural gas bill under this Agreement through the second succeeding May 31. If you are a Commercial or Industrial customer and select a three-year pricing option (as a new subscriber or as a renewal), this Agreement shall be in effect from the first day of the month for which you receive your first ACE natural gas bill under this Agreement through the third succeeding May 31. The term is subject to Customer meeting all requirements to receive and continue receiving service under the Choice Program. If you are already an ACE WeatherShield subscriber or a multi-year subscriber under another pricing option when entering into this Agreement, the term of this Agreement will not begin until the previous agreement expires.

**Billing.** The Utility's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility's right to assess late payment fees. You will receive a bill from the Utility for ACE natural gas service each month of the term of this Agreement. You agree to pay the amount shown on each bill on or before the due date and in the manner shown in each bill, plus any fees if any, on your balance.

**Questions or Errors.** If you have questions regarding your ACE commodity charge, or believe there is a billing error, contact ACE at 800-454-4759 or 8377 Glynoaks Drive, Lincoln NE 68516. To dispute ACE amounts on your bill, you must put your dispute in writing to ACE at the address listed above

within sixty (60) days of the date of the Utility bill on which the ACE error appeared, and provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of why you believe there is an error. Disputes regarding amounts billed by the Utility are also subject to the applicable Utility tariff.

**Force Majeure.** ACE shall be excused for performance under this Agreement for events of Force Majeure declared by ACE or the Utility. For purposes of this Agreement, Force Majeure Events include the right of ACE to cancel this Agreement if material changes are made to the Choice Program or if the Choice Program is discontinued. Force Majeure shall be defined as causes beyond the reasonable control of ACE. Events of Force Majeure shall include, but not be limited to, service interruptions of interstate and intrastate pipelines, unplanned distribution system maintenance, flooding and other acts of God or nature.

**LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** ACE'S TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER. IN NO EVENT WILL ACE BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES. ACE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OR COMMODITIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE.

**Assignment.** This Agreement may not be assigned or transferred by you, and any such transfer or assignment shall be void.

**Notices.** You must notify ACE promptly if you change your mailing address. All written notices and statements from ACE to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in the records ACE receives from the Utility.

**Regulatory.** This Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of regulatory bodies having jurisdiction over the parties and this transaction. If any event or change in laws or the Utility's tariff occurs that results in the need to modify this Agreement, ACE may change the terms of this Agreement by providing notice of such change to you at least thirty (30) days prior to the effective date of the change. ACE shall be entitled to pass through to you any storage, transportation, fuel shrinkage and other charges, which may be variable, related to ACE providing natural gas service to you and any additional or increased fees or charges that are beyond ACE's reasonable control. These fees and charges include, but are not limited to, charges, surcharges or riders that are imposed or changed by any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or the Utility, or other regulated service provider.

**Other provisions.** The services provided by ACE are governed by the terms and conditions of this Agreement and the Utility tariff. You and ACE agree that the purchase and sale of natural gas is and shall remain subject to any existing or future changes made by the Utility or associated pipeline company. You acknowledge that you did not rely on any oral representations other than such as are reflected in writing herein. You agree that this Agreement shall be governed by and interpreted under the laws of the State of Nebraska. The provisions of this Agreement which by their nature are intended to survive termination or expiration will survive the termination or expiration of this Agreement. If any part of this Agreement is not valid, all other parts will remain enforceable.