

**Electric Generation Supplier Contract Summary**  
**Frontier Utilities Northeast, LLC – PA Frontier Online Premier 12-Month Fixed**  
**– Duquesne Light Company**

**Disclosure Chart**

Electric Generation Supplier Information	<i>Frontier Utilities Northeast, LLC (“Frontier Utilities”) 877-636-3459; <a href="http://www.FrontierUtilities.com">www.FrontierUtilities.com</a> Your Electric Generation Supplier sets your generation prices and charges.</i>
Price Structure	<i>Fixed</i>
Generation/Supply Price	<i>8.0 c/kWh</i>
Statement Regarding Savings	<i>A fixed generation price may not always provide savings.</i>
Deposit Requirements	<i>None</i>
Incentives	<i>None</i>
Contract Start Date	<i>Service with Frontier Utilities will begin on the meter read date set by your Electric Distribution Company (unless the parties otherwise agree).</i>
Contract Term/Length	<i>12 months</i>
Cancellation/Early Termination Fees	<i>\$10 per remaining month on contract.</i>
Renewal Terms	<i>An Initial Notice will be sent between forty-five (45) and sixty (60) days before the end date of your Contract. The Options Notice shall be provided at least thirty (30) days prior to the expiration date of the fixed term contract. Unless a renewal term greater than one month is established with your affirmative consent, this Agreement will automatically continue under the Frontier Utilities month-to-month plan, which has no cancellation penalty.</i>
Electric Distribution Company Information	<i>Duquesne Light Company 412-393-6000; <a href="http://www.duquesnelight.com">www.duquesnelight.com</a> Your Electric Distribution Company is responsible for distribution charges, as well as any emergencies, outages, etc.</i>

*\*This Price disclosure reflects the total average Price for electric service per kilowatt-hour (“kWh”), including Generation Charges and gross receipts tax recovery fee. It does not include Distribution Charges billed by your EDC or state or local sales taxes.*

## Frontier Utilities Northeast, LLC

### Pennsylvania Service Territory Electricity Disclosure Statement and Terms of Service Residential and Small Commercial

This is a contract for electric generation service between Frontier Utilities Northeast, LLC ("Frontier Utilities" or "Frontier") and you, for the service address or addresses set forth in your Energy Services Agreement ("ESA"). Together, this Disclosure Statement and Terms of Service and your Energy Service Agreement comprise your contract with respect to your purchase of electric generation service from Frontier Utilities ("Contract") and supersede any prior agreements, written or oral. You agree to be bound by all the provisions of the Contract, as they may be amended from time to time.

**Background:** Frontier Utilities is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2013-2387060. We set the generation prices and charges that you pay. Your Electric Distribution Company ("EDC") will deliver the electric generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. The words "we," "us," and "our" refer to Frontier Utilities, and the words "you" and "your" refer to the Customer. Please retain this Contract for your records.

**Right of Rescission:** You may rescind this Contract without fees or penalties within three (3) business days of receiving this Disclosure Statement. You can rescind by contacting your local EDC, either in writing, orally, or electronically via email. Please provide your name, address, phone number, and account number and a statement that you are rescinding your Contract.

#### Definitions:

- **Distribution Charge** – Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.
- **Generation Charge** – Part of the basic service charges on every customer's bill for producing electricity. Generation prices and charges are set by your electric generation supplier ("EGS") you have chosen, which is Frontier Utilities. This charge will vary according to how much electricity you use.
- **Transmission Charge** – Part of the basic service charges on every customer's bill for transporting

electricity from the source of supply to the electric distribution company. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

#### TERMS OF SERVICE

##### Fixed Price Plans:

You will pay the Fixed Price per kWh specified in the above Disclosure Chart and your ESA for the Term of this Contract. Your Price per kWh will include the Generation Charge, Transmission Charges, and gross receipts tax for services provided under this Contract. Your Price per kWh does not include Distribution Fees as charged by the EDC, applicable state or local tax or other EDC charges (e.g., out of cycle meter reading fees, meter test fees, disconnection and reconnection fees, etc.) for which you are also responsible. You may also pay a Monthly Electric Management Fee, the amount of which, if applicable, is specified in the above Disclosure Chart and your ESA.

You acknowledge that the price plan selected during enrollment ("Price Plan") is subject to our verification of your EDC service territory and service class type (i.e., residential or small commercial customer). If we are unable to verify your EDC service territory and/or service class type as stated during enrollment, we may switch you to an appropriate Price Plan for your EDC service territory and/or service class type, as determined in our sole discretion, by providing you with fourteen (14) days advance written notice of the change in Price Plan. You will have the right to cancel this Contract without fees or penalties prior to the date of the change in Price Plan as stated in your notice. If you do not cancel your Contract with us before the date stated in your notice, the change in Price Plan will become effective as of the date stated in your notice.

##### Other Pricing Information:

For Introductory Prices, you will pay a Price per kWh that is a discount to the EDC's per kWh price to compare for the period of time specified in the above Disclosure Chart and your ESA. Thereafter, you will pay Frontier Energy's Fixed Price **specified in the above Disclosure Chart and your ESA**. You may also pay a Monthly Electric Management Fee, the amount of which, if applicable, is disclosed in the above Disclosure Chart, your ESA, and your Welcome Letter. Please refer to these documents for further details.

For renewable price plans, we purchase and retire Renewable Energy Certificates ("RECs") to offset 100% of your electricity usage.

**Length of Contract ("Term"):** The term under this Contract will begin on the meter read date set by your

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EDC (unless you and we otherwise agree), and will continue for a period specified in the above Disclosure Chart and your ESA and ending on your meter read date at the end of such period.

**Expiration of Term/Change in Terms:** If you have a fixed term contract with us and it is approaching the end of your Term or whenever we propose to change our terms of service, we will send you advance notices either in your bill or in separate mailings. An Initial Notice will be sent between forty-five (45) and sixty (60) days before the end date of your Contract. The Options Notice shall be provided to you at least thirty (30) days prior to the expiration date of the fixed term contract. We will explain your options in these advance notices.

**Billing and Payment:** You will receive a single bill from your EDC for the cost of your electric generation (as described above), as well as the EDC's Delivery Charges and state and local taxes. Your payment will be due to the EDC by the date specified in the bill. If you do not pay your bill in full by the due date, you will be subject to the EDC's late payment policies and procedures, including imposition of late fees, interest and other charges as described in the EDC's filed tariff(s). You agree to accept the measurements as determined by the EDC for purposes of determining your electricity usage. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. We reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions, whether such bills are issued by your EDC or by us.

#### **Cancellation and Cancellation Fee:**

Your Right to Cancel - After the expiration of your Right of Rescission but prior to the end of the Term, as specified in the Disclosure Chart, you may cancel this Contract at any time by sending an email to [care@frontierutilities.com](mailto:care@frontierutilities.com) or fax to 1-866-926-8193, but you will be charged the Cancellation Fee specified in your Disclosure Statement. You may cancel this Contract 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. Your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which we give the EDC notice of your cancellation request.

Our Right to Cancel - We may cancel this Contract if you fail to pay amounts due us or otherwise fail to perform your obligations under this Contract. We may also cancel this Contract: (i) if your EDC is unable to read your meter for three (3) months in a row; (ii) if at any time you request separate bills from your EDC and

Frontier Utilities; (iii) if the EDC removes you from their consolidated billing program and requires that Frontier Utilities bill you separately for your electric generation; (iv) if for any reason Frontier Utilities is no longer able to economically continue this Contract; or (v) if the information provided by you is or becomes untrue. We will notify you in writing at least fourteen (14) days prior to cancellation of this Contract.

**You may be charged a Cancellation Fee as indicated in the Disclosure Chart if this Contract is terminated after the expiration of your Right to Rescission described but prior to the end of the Term, as specified in the Disclosure Chart.**

Upon termination of this Contract, you will return to receiving default service from the EDC, unless you have selected another EGS. Regardless of the method or reason for cancellation of the Contract, you are responsible for payment of all outstanding charges incurred through the date on which the cancellation is effected by the EDC.

**Notices:** All notices and correspondence from us will be delivered to the email address that you have provided to us; if we do not have your email address, all notices and correspondence from us will be mailed to the billing address on the account (or to the service address if there are issues with the billing address).

**Customer Authorization:** You authorize us to obtain consumption, billing, and payment information from the Utility, including historical information. This authorization will remain in effect during the Term and any renewal term of this Contract. If you have utilized an agent or broker in connection with the contracting of your electricity purchases from Frontier Utilities, you authorize us to disclose information pertaining to your account to your agent or broker.

**Discrimination:** Frontier Utilities does not deny residential electric service or determine eligibility for pricing based on credit history, utility payment data or credit score. Frontier does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**Customer Protections:** The services provided by Frontier Utilities are protected by the terms and conditions of this Contract and the Pennsylvania Public Utilities Commission ("PUC"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at:

<http://www.pacode.com/secure/data/052/chapter54/subchapterA/hapAtoc.html>;  
and

**Dispute Resolution:** Please contact your EDC for billing disputes and Frontier Utilities for terms of service dispute. If the issue is not resolved to your satisfaction after speaking with the EDC or Frontier Utilities, an informal complaint may be filed through the PUC's Bureau of Consumer Services (BCS). The informal complaint may be filed by mail at: PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265 or toll free at 1-800-692-7380 or online at [www.puc.state.pa.us](http://www.puc.state.pa.us).

**Force Majeure:** We will endeavor in a commercially reasonable manner to provide service, but we do not guaranty a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUC, accidents, strikes, labor trouble, required maintenance work, inability to access the EDC system, nonperformance of the EDC, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond our control. If a Force Majeure Event occurs which renders Frontier Utilities unable to perform in whole or in part under this Contract, our performance under this Contract shall be excused for the duration of such event.

**Warranties:** FRONTIER UTILITIES MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION 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.

**Risk of Loss and Indemnity:** Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. Customer shall indemnify, defend, and hold harmless Frontier Utilities from any and all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

**Limitation of Liability:** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND SUCH DIRECT ACTUAL DAMAGES

SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. NEITHER PARTY SHALL 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.

**Governing Law:** This Contract shall be governed by, interpreted and construed under, and enforced in accordance with the laws of the State of Pennsylvania. The provisions of the Pennsylvania Uniform Commercial Code ("UCC") shall apply to this Contract, and electricity shall be a "good" for purposes of the UCC.

**Assignment:** You may not assign the Contract, in whole or in part, or any of your rights or obligations under the Contract without our prior written consent. Frontier Utilities may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Contract or its accounts, revenues, or proceeds, or (ii) assign this Contract to an affiliate of Frontier Utilities or to any other person or entity succeeding to all or a substantial portion of the assets of Frontier Utilities.

**Miscellaneous:** Should any provision contained herein be held unenforceable by a court of competent jurisdiction such provision shall be reformed to create a valid and enforceable provision to the maximum extent provided by law. However, if such provision cannot be reformed, it shall be deleted without affecting any other provision of this Contract. Any failure by Frontier Utilities to enforce any term or condition of this Contract, or to exercise any right under this Contract, shall not be considered a waiver of Frontier Utilities' right thereafter to enforce each and every such term and condition or to exercise any right under this Contract in the future, whether of a like kind or of a different nature. The provisions of this Contract concerning payment, limitation of liability, and waivers will survive the termination or expiration of this Contract.

#### **CONTACT INFORMATION:**

For questions concerning your Price, service initiation, or service cancellation, please contact Frontier Utilities at the information below:

***Electric Generation Supplier (EGS)***

Frontier Utilities Northeast, LLC  
5120 Woodway Drive, Suite 10015, Houston, TX 77056  
TOLL FREE: 1-877-636-3450  
TOLL FREE FAX: 1-866-926-8193  
Email: [care@frontierutilities.com](mailto:care@frontierutilities.com)  
Hours of Operation: M-F, 8:00 a.m. to 5:00 p.m. (CDT)

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your EDC, available using the contact information below:

***Electric Distribution Companies (EDC) & POLR:***

PECO Energy Company  
2301 Market Street, Philadelphia, PA 19101  
1-800-494-4000  
[www.peco.com](http://www.peco.com)

PPL Electric Utilities  
827 Hausman Road, Allentown, PA 18104  
1-800-342-5775  
[www.pplelectric.com](http://www.pplelectric.com)

Duquesne Light Company  
411 Seventh Avenue (6-1)  
Pittsburgh, PA 15219  
[www.duquesnelight.com](http://www.duquesnelight.com)

Universal Service Program: Your EDC also has programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services.

***Pennsylvania Public Utility Commission***

P.O. Box 3265, Harrisburg, PA 17105- 3265  
Utility Choice Hotline 1-800-692-7380