Residential Customer
Terms of Service v20260301.1
ERCOT
License #10264

SOUTHERN FEDERAL
A Texas Power Supply Co.

Help by Phone: **1.844.644.0474**
SouthernFederal.com

REP: SOUTHERN FEDERAL POWER, LLC

Corporate Address:	**5858 Westheimer Rd, Suite 707 Houston, TX 77057**
Payments By Mail:	**PO BOX 734770 Dallas, TX 75373**
Help By Phone (toll free):	**1-(844)-644-0474**
Website:	**SouthernFederal.com**
Online Bill Payment:	**MySoFed.com**
Contact By E-mail:	**Hello@SouthernFederal.com**

TERMS OF SERVICE

These Terms of Service (TOS) apply to residential customers who select Southern Federal Power, LLC ("Southern Federal", "SoFed") as their Retail Electric Provider (REP). These TOS, combined with Your Rights as a Customer (YRAC), and Electricity Facts Label (EFL), make-up your contract (this "Agreement") with Southern Federal. As your REP, Southern Federal will arrange the delivery of electricity from your Transmission Distribution Utility (TDU) to the service address pursuant to this Contract. The words "Southern Federal", "SoFed", "we," "us," and "our" refer to Southern Federal Power, LLC, and the words "you" and "your" refer to the Customer.

Report Power Outages (Unrelated to Non-Payment) or Dangerous Grid Related Issues to Your TDU!

TDU	Website	Outage Service Line
Centerpoint	www.centerpointenergy.com	1.800.332.7143
Oncor	www.oncor.com	1.888.313.4747
AEP Central	www.aeptexas.com	1.866.223.8508
AEP North	www.aeptexas.com	1.866.223.8508
TNMPC	www.tnmp.com	1.888.866.7456
Lubbock Power & Light	www.lpandl.com	1.806.775.2509

RIGHT OF RESCISSION

If you are switching your service to Southern Federal from another REP, you have the right to rescind this Agreement, without fees within three (3) federal business days of receiving your Terms of Service. You may rescind by providing verbal notice including your name, your Service Address(es), your phone number, and a statement expressing your intent to invoke your 3-day right of rescission to Southern Federal at: 1-(844)-644-0474. An untimely notice of rescission from the applicant shall result in the applicant having the right to select another REP and may do so by contacting that REP. The applicant is deemed informed that they will be responsible for charges from the REP for service provided until the applicant switches to another REP.

The 3-day right of rescission period is not applicable to an applicant requesting a move-in.

PRICING FOR RESIDENTIAL SERVICE

The price you pay Southern Federal for electricity is as provided in the Electricity Facts Label ("EFL"). The total average price per kilo-watt-hour (kWh) includes the costs for electricity generation, monthly kWh usage, a monthly base charge, and costs of delivery of electricity to the service address, and is exclusive of state and local taxes and the state miscellaneous gross receipts tax reimbursement. See EFL for specific product pricing details.

The pricing is subject to change without notice only for one of the following reasons: (1) changes to TDU Delivery Charges or TDU surcharges; (2) changes to the Electric Reliability Council of Texas (ERCOT) or Texas Regional Entity (TRE) administrative fees; (3) changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP that are beyond the REP's control; or (4) the rate class or type of service originally designated by ERCOT, us, or you is incorrect.

You may also be required to pay non-recurring fees and charges originated by your TDU including, but not limited to, fees and charges related to establishing, switching, disconnecting, reconnecting, or maintaining electric service or equipment. Tax-exempt customers must provide us with appropriate exemption certificates before assessment and collection of taxes can be waived.

Regardless of usage, you may be assessed a monthly base charge, as listed on your EFL, for each billing cycle, which is defined as a period bounded by a start date and stop date that the TDU uses to determine when a customer used electric service. A billing cycle may be less than 30 days but the monthly base charge will not be prorated. This monthly base charge will be listed as a separate line item on your bill. If more than one Electric Service Identifier ("ESIID") is included in your Agreement, you will be charged a separate monthly base charge for each included ESIID per billing cycle.

You will also be billed the Minimum Usage Charge (if applicable per your EFL) for any usage less than the threshold set forth on your EFL in any given billing cycle. A billing cycle may be less than 30 days but the Minimum Usage Charge (if one is shown on your EFL) will not be prorated if assessed.

All applicable government taxes and non-recurring TDU fees, such as, but not limited to, connection charges, move-in charges, meter installation charges and reconnection charges will also be listed separately on your bill. Please visit the Public Utility Commission of Texas (PUCT) website at: http://www.puc.state.tx.us/indus-try/electric/rates/TDR.aspx to view the rates for your TDSP.

Additional fees that may be assessed at the sole discretion of Southern Federal include: (1) when payment is submitted after listed due date on customer's bill, a late payment fee of 5% of the total balance due; (2) when a Disconnection For Non-Payment (DNP) Letter is generated one (1) day after customer's listed due date, a Disconnection Notice Fee of $12.83; (3) when a customer submits payment after disconnection date, a Disconnection Recovery fee of $27.95; (4) when a reconnection request is submitted for a customer who has been disconnected for non-payment, a Reconnect Recovery fee of $19.95; (5) when payments are returned by means of personal check and debit/credit cards, a Non-sufficient Funds fee of $30.00; (6) when a customer requests a Summary Bill, a Summary Bill fee of $2.75 (first request is free of charge); (7) when a customer's account requires collections, a Collections Recovery fee of $35.00 or; (8) any early contract termination fee or additional charges as outlined in the EFL; (9) customers on eBill specific products may be assessed a Payment Assist fee of $4.75 for each payment made outside the terms stated in the EFL. If more than one meter identified by an ESIID is included as a part of your Agreement, you will be charged for all of the usage and additional charges or fees assessed at all of the included ESIIDs.

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TAXES

You will be responsible and guarantee us for any and all Taxes. The term "Taxes" means all federal, state and local taxes, fees, government charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including, without limitation, gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, or electricity taxes and assessments. All bills for electric service will include applicable federal, state, and local taxes. Tax-exempt customers must provide us with appropriate exemption certificates before assessment and collection of taxes can be waived. For additional price information, see the EFL.

Non-Recurring Fee Summary

Fee:	This fee only applies when:		Amount
Late Payment	A payment is submitted after the due date listed on customer's monthly bill statement.		5% surcharge to outstanding balance
DNP Letter	A Disconnect For Non-Payment ("DNP") Letter is sent to the customer ten (10) days prior to disconnection of service for non-payment.		$12.83
Disconnection Recovery	A disconnection service request due to non-payment is generated and submitted.		$27.95
Reconnection Recovery	A reconnection service request is generated and submitted due to disconnection for non-payment.		$19.95
Non-sufficient Funds	A payment is returned for non-sufficient funds.		$30.00
Bill Summary	A Bill Summary is requested by the customer.	**1st**	Free
		2+	$2.75 ea
Collections Recovery	A customer's account is submitted for collection due to non-payment.		$35.00
eBill Payment Assist	A customer on a eBill specific product requests to submit payment by phone, mail, or other methods outside the terms listed on the product's Electricity Facts Label ("EFL").		$4.75

Optional Add-on Products And Services

Periodically, Southern Federal may make available certain add-on services that qualifying customers may voluntarily add to their monthly billing contract. These add-on options may be made available during the enrollment process after a customer has selected the electricity product and term of their choice. The charges for voluntarily elected products are not calculated on the customer's Electricity Facts Label and will appear in the charge details on the customer's monthly billing statement. **Optional Add-on services may be canceled any time during the contract term by contacting Southern Federal Customer Service. These services may be made unavailable at the sole discretion of Southern Federal.**

What happens to my add-on(s) if I renew and select a new term?

Any selected add-on(s) from a previous term will be carried to your new term automatically and continue to be charged. You may request not to carry over optional add-ons to your new term by contacting Customer Service.

Optional Add-on Products and Services Summary	
Early Cancel Protection ("ECP")	**100% Green Energy Add-on**
If you purchase Early Cancel Protection ("ECP"), you may be eligible to cancel your contract without early termination penalties, subject to the terms below and the specific ECP option selected. Final Bill balances, excluding Early Termination fees, will still apply. If ECP is removed, early termination fees will be charged as outlined in the Electricity Facts Label. ECP fees are non-refundable. ECP can only be added to a new account within three (3) days of enrollment. This optional add-on can be selected during enrollment and is billed as a flat charge on the monthly invoice. The availability and eligibility of Early Cancel Protection options will be disclosed at enrollment and depend on the specific option selected. To use Early Cancel Protection, service must be received for at least one (1) full billing cycle, and all final billing charges must be paid.	Enroll to have 100% of your power usage offset by Renewable Energy Credits ("RECs"). Southern Federal will purchase these RECs on behalf of the customer and apply the charges to each monthly bill period. This optional add-on can be selected during enrollment and is charged on a per kilowatt basis. You may cancel this charge at any time by contacting Customer Care.

You Must Contact Us By Phone To Exercise Early Cancel Protection:

The Primary Account Holder must contact us by phone to cancel or activate the Early Cancel Protect option. Failure to contact us by phone before switching to a new provider or move-out will result in the application of Early Termination Fees to the Final Bill.

CREDIT

You authorize Southern Federal to review your credit-worthiness, including:
(a) requesting information from consumer credit reporting agencies, financial reporting agencies, credit assessment services, and any references you provide (b) reviewing your payment history with Southern Federal; and (c) requesting a payment reference letter from your previous REP. If you do not meet our credit standards, we may, in accordance with PUCT requirements (e) require you to pay a deposit or provide a letter of credit or third party payment guarantee. For additional information please visit:(www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf)

REFUSAL OF ELECTRIC SERVICE

We reserve the right to refuse to provide service for any reason specified in section 25.477 of the PUC's rules (https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf), including failure to complete or successfully pass an identity verification using a form of identification accepted by Southern Federal.

DEPOSITS

Southern Federal reserves the right to determine a customer's creditworthiness and may request a deposit prior to initiation of electric service, which must be paid as described here: www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf

INITIAL DEPOSITS

If you are a new Customer, an initial deposit may be required prior to initiation of your Service. If you are an existing or returning Customer, you may be required to pay an initial deposit upon 10 days' notice if: (a) your payment was late more than once during the previous 12 months or (b) your Service was disconnected for nonpayment during the previous 12 months.

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ADDITIONAL DEPOSIT

A second deposit, in addition to the initial deposit, may be required from an existing or returning Customer upon 10 days' notice if (a) your average invoice over the preceding 12 months is at least twice the amount of the original estimate of your average monthly usage or (b) your Service was disconnected for nonpayment during the previous 12 months.

DEPOSIT AMOUNT

Your total deposit requirement per Meter/ESIID will not exceed an amount equal to the greater of (a) one fifth of your estimated annual usage, (b) if you are a residential Customer, the sum of your estimated invoices for the next 2 months.

INTEREST ON DEPOSITS

Deposits held more than 30 days will accrue interest from the date of receipt at the annual rate established by the PUCT. Accrued interest will be credited pursuant to the REFUND OF DEPOSIT section of this Agreement or you may request to have the interest credited to your account annually.

REFUND OF DEPOSIT

Your deposit is held by Southern Federal as credit assurance, while you are a current customer. Once you make twelve (12) on-time monthly bill payments, your deposit will be released to your account balance. If you terminate service with Southern Federal, your deposit will be applied against the final bill or unpaid balance. Any remaining portion of such deposit will be returned to you in 4-6 weeks from date of termination.

BILLING AND INVOICING

Southern Federal will provide you with a monthly invoice for service(s) provided. Each invoice will be based on usage and other information received from your TDU and/or ERCOT. If your usage information is not available for a billing period, we may send you an invoice based on estimated usage. Southern Federal reserves the right to include on your invoice any charges or credits necessary to correct any estimate, miscalculation, error, or omission. Your invoice is due by the due date listed on the invoice; however, you must pay all charges incurred on your account(s) even if you do not receive an invoice. To request a copy of your invoice, please contact us at: 1-(844)-644-0474. You will always be entitled to receive an invoice each month by standard U.S. Mail free of charge. However, if you request a bill summary or an additional copy of an invoice from Southern Federal, you may be assessed a $2.75 fee. If you would prefer to receive your invoices electronically, please visit our website or contact us.

PAYMENT ASSISTANCE AND ARRANGEMENTS

If you cannot pay your bill, contact Southern Federal immediately; you may qualify for a Deferred Payment Plan (DPP). Southern Federal offers DPPs to qualified customers; these plans allow the customer to pay the current bill in installments beyond its due date.

If you qualify for a DPP, you may be able to pay a minimum of 35% of the amount due at the time you enter into the DPP, and then pay the remainder of the amount due in equal installments over the next five (5) months. A switch-hold could be placed on your account if you enter into a DPP. Customers without 3 months of payment history with Southern Federal may be subject to additional credit review prior to qualifying for a DPP.

Deferred payment plans are always available irrespective of qualifications, for customers whose bills become due during an extreme weather emergency as declared by your TDU or who were previously under-billed by $50.00 or more and need to make installment payments.

In addition, Payment Assist Programs may be available to customers who have severe financial hardships and temporarily may be unable to pay their bills. These programs are funded in part by contributions from Southern Federal, our employees, and our customers. Please call our Customer Care to request to contribute to this program on your bill each month. If you are in need of bill payment assistance through the payment assist programs, please call 211 or contact your local health and human services department or the Texas Department of Housing and Community Affairs.

For more information on payment assistance, arrangements, and plans, and whether you may qualify, see the sections in your YRAC titled: DEFERRED PAYMENT PLAN/PAY ARRANGEMENT and FINANCIAL & ENERGY ASSISTANCE PROGRAMS FOR LOW INCOME DISCOUNTS, or contact us.

SWITCH HOLD

A switch-hold could be placed on your account if you enter into a deferred payment plan. In addition, a TDU may place a switch-hold on your account if there is evidence of meter tampering. A switch-hold means that you will not be able to buy electricity from other companies until you satisfy the terms of your deferred payment plan (for example, by paying the total deferred balance) or, in the event of meter tampering, or satisfy payment of the applicable charges and backbilling.

TITLE & TAXES

Title to your electricity will pass from Southern Federal to you when your Service is received by the TDU. Each party will indemnify and hold harmless the other from all taxes, royalties, fees, or other charges incurred with respect to the Service to which it has title; you are responsible for any taxes, fees, or charges imposed simultaneously with the transfer of title. You are responsible for the payment of any taxes and government charges imposed upon your Service. If you are exempt from sales taxes or any other taxes and/ or government charges, you must provide Southern Federal with the tax exempt certificates related to your Service so that your account can be updated accordingly.

BALANCE INQUIRIES

If you dispute any balance, you must notify Southern Federal. The undisputed portion of your account balance must be paid when due; after giving notice of your dispute, you may withhold payment for the disputed portion only. You will refrain from taking any legal action with regard to the disputed amount until a final determination is made by Southern Federal, which shall be made within a reasonable time. If the dispute is determined to be valid, all disputed amounts will become due immediately and late fees may be assessed to your account from the original due date. Southern Federal will comply with all PUCT billing rules, including the provisions of section §25.480 which require REPs to correct prior period billings (www.puc.texas.gov/agency/rulesnlaws/ subrules/ electric/25.480/25.480.pdf).

CONDITIONAL PAYMENTS

Any form of payment sent to Southern Federal for less than the full balance due which is marked "paid in full" or contains similar notation, or is tendered as full satisfaction of the balance, may be treated as (a) a partial payment on your account or (b) improper payment and refused by Southern Federal, in Southern Federal's sole discretion. We reserve all rights concerning these payments.

EXPIRATION AND RENEWAL

We will provide you with written notification of available renewal options during the final third of your Agreement term and will send no fewer than three (3) written expiration notices for fixed-rate products. Such written notices will be provided in accordance with your selected communication preferences.

The final expiration notice will be provided in accordance with applicable PUCT requirements and will be sent no less than 14 days prior to your contract expiration. If you do not renew or terminate Service with Southern Federal prior to the end date of this Agreement, you will automatically continue to receive Service on a month-to-month basis under the product and price disclosed in your applicable Electricity Facts Label until you execute a new agreement or terminate Service.

TERMINATION & DISCONNECTION OF SERVICE

Southern Federal may request that your TDU disconnect your Service for nonpayment of past-due amounts, including deposits, or pursuant to PUCT rules. In the event of disconnection for non-payment, Southern Federal will provide you with at least 10 days prior written notice (www.puc.state.tx.us/agency/rule-snlaws/subrules/electric/25.483/25.483.pdf). Service to a Meter will be deemed terminated if service to the Meter is disconnected for a period of 10 or more days, regardless of the reason for disconnection.

TERMINATION DURING RESCISSION PERIOD

If you are switching your Service to Southern Federal from another REP, you have the right to rescind this Agreement, without fees of any kind, within 3 federal business days of receiving your Terms of Service. You may rescind by providing verbal notice including your name, your Service Address(es), your phone number, and a statement expressing your intent to invoke your 3 day right of rescission to Southern Federal at 1-(844)-644-0474. An untimely notice of rescission from the applicant shall result in the applicant having the right to select another REP and may do so by contacting that REP. The applicant is deemed informed that they will be responsible for charges from the REP for service provided until the applicant switches to another REP. The right of rescission is not applicable to an applicant requesting a move-in.

TERMINATION AFTER RESCISSION PERIOD

If Service to any Meter is terminated, such Meter will be subject to an Early Termination Fee unless such termination is (a) due to a move to a new premise and you have provided sufficient evidence of your move; (b) pursuant to the MATERIAL CHANGE section, or (c) initiated within 30 days before your Agreement expiration date.

COSTS

If you fail to pay the amounts due and Southern Federal incurs any costs related to our attempts to collect these amounts, then you agree to pay Southern Federal all reasonable fees and expenses that we incur in the collection process, which may include but are not limited to reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees. Evidence of any costs claimed under this section will be provided upon request.

EARLY TERMINATION FEES

If you take any action that causes your Service with Southern Federal to terminate prior to the end date of your Agreement, you agree that Southern Federal's damages resulting from this early termination of your Service would be difficult if not impossible to determine; therefore, you agree to pay Early Termination Fees as outlined on the EFL.

FORCE MAJEURE

YOU AGREE THAT SOUTHERN FEDERAL DOES NOT GENERATE, TRANSMIT, OR DISTRIBUTE ELECTRICITY, AND ACKNOWLEDGE THAT SOUTHERN FEDERAL DOES NOT GUARANTEE YOUR SERVICE WILL BE CONTINUOUS OR UNINTERRUPTED. YOU AGREE THAT CAUSES AND EVENTS BEYOND SOUTHERN FEDERAL'S CONTROL, INCLUDING ACTS OF GOD, STRIKES, LOCKOUTS OR OTHER INDUSTRIAL DISTURBANCES, ACTS OF PUBLIC ENEMY, WARS, TERRORISM, BLOCKADES, INSURRECTIONS, RIOTS, EPIDEMICS, LANDSLIDES, LIGHTNING, EARTHQUAKES, FIRES, HURRICANES, STORMS, FLOODS, WASHOUTS, CIVIL DISTURBANCES, EXPLOSIONS, ACCIDENTS TO MACHINERY, TRANSMISSION OR DISTRIBUTION LINES, AND ACTIONS OF ANY GOVERNMENT AUTHORITY WHICH RESULT IN CONDITIONS, LIMITATIONS, RULES, OR REGULATIONS THAT MATERIALLY IMPAIR SOUTHERN FEDERAL'S ABILITY TO PERFORM HEREUNDER, AND WHICH COULD NOT HAVE BEEN PREVENTED BY SOUTHERN FEDERAL THROUGH ITS OWN DUE DILIGENCE; OR ANY SIMILAR CAUSE BEYOND THE CONTROL OF SOUTHERN FEDERAL (A "FORCE MAJEURE EVENT"), MAY RESULT IN INTERRUPTIONS OF SERVICE AND THAT SOUTHERN FEDERAL WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. UNDER NO CIRCUMSTANCE WILL SOUTHERN FEDERAL BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSSES, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, OR PUNITIVE DAMAGES ARISING FROM THE TDU'S SERVICE, STRUCTURAL DAMAGE, A BREACH OF THIS AGREEMENT, STATUTE, IN TORT, UNDER ANY INDEMNITY PROVISION, OR
OTHERWISE.

ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IN NO EVENT WILL SOUTHERN FEDERAL'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE DIFFERENCE BETWEEN THE REPLACEMENT RATE FOR YOUR SERVICE AND YOUR RATE UNDER THIS AGREEMENT MULTIPLIED BY YOUR CONSUMPTION WHILE UNDER REPLACEMENT SERVICE.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY.
IT IS THE INTENT OF SOUTHERN FEDERAL AND YOU THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, SOUTHERN FEDERAL AND YOU ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

LIMITATION OF LIABILITY

Southern Federal does not generate, transmit, or distribute electricity and therefore does not guarantee your Service will be continuous or uninterrupted. Accordingly, Southern Federal will not be liable to you or any other party for any losses, special, incidental, indirect, consequential or punitive damages arising from the TDU's Service, structural damage, and/or a breach of this Agreement. In no event will Southern Federal's liability in connection with this Agreement exceed the difference between the replacement rate for your Service and your rate under this Agreement multiplied by your consumption while under replacement Service.

MATERIAL CHANGES

Southern Federal will provide you with written notice at least 14 days in advance of the effective date of any change in the terms of your contract other than a price change described in the section on Pricing for Residential Service. The notice will identify both the change and the specific contract provisions that address the change and will specify what actions you need to take if you do not accept the proposed changes to the contract. Notice will not be provided for a change in terms that benefits you.

ENTIRE AGREEMENT AND AMENDMENTS.

This Agreement constitutes the entire understanding between the parties. No modification or amendment of this Agreement will be binding on either party unless in writing and signed by an authorized representative of each party.

ASSIGNMENT

This Agreement shall extend to and be binding upon the respective successors and assigns of the parties; provided, however, you may not assign this Agreement without Southern Federal's prior written consent and any purported assignment without such consent may be void in Southern Federal's sole discretion; such consent shall not be unreasonably conditioned, withheld, or delayed. You hereby acknowledge and consent to Southern Federal's assign- ment or subrogation of all Southern Federal's rights and obligations of this Agreement. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict Southern Federal's assignment or subrogation of this Agreement, this provision shall control.

NO WAIVER

A waiver of any right or obligation under this Agreement must be in writing and signed by an authorized representative of the party granting the waiver. Each waiver is a one-time waiver and will not operate as a continuing or future waiver of any other right or obligation representative of the party granting the waiver. Each waiver is a one-time waiver and will not operate as a continuing or future waiver of any other right or obligation.

NO WARRANTY

Except as expressly set forth herein, Southern Federal makes, and you receive, no warranty, express, implied, or statutory. Southern Federal specifically disclaims any warranty of merchantability or fitness for a particular purpose supplied, or statutory. Southern Federal specifically disclaims any warranty of merchantability or fitness for a particular purpose.

GOVERNING LAW AND VENUE

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without recourse to such state's choice of law rules. Exclusive venue for resolution of any dispute is Harris County, Texas, and the parties consent to the personal jurisdiction of said courts. You waive any and all rights to assert a defense of inconvenient forum or lack of personal jurisdiction. This Agreement is subject to and conditioned upon all applicable local, state and federal laws, your TDU tariff on file with PUCT, PUCT rules and regulations (puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx), and ERCOT protocols (www.ercot.com/mktrules/nprotocols/current). This Agreement includes any amendments made by PUCT, ERCOT, or your TDU from time to time. Southern Federal LLC is certified as a REP by PUCT under certificate number 10264.

SEVERABILITY

If any provision of this Agreement is found to be unenforceable, then such provision will be stricken and the remainder of this Agreement will remain in full force and effect.

JURY WAIVER & CLASS ACTION WAIVER

BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY. NEITHER YOU NOR WE WILL SEEK OR SUPPORT AN ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.

SOLAR BUY-BACK PRODUCTS

Southern Federal Power periodically offers optional electricity products that feature a Solar Buy-Back component ("Solar Buy-Back") where Southern Federal purchases solar generation from qualifying customers in the form of a bill credit based on real-time wholesale market pricing. These terms are subject to change and may be discontinued or modified at any time.

To qualify for a Southern Federal Power Solar Buy-Back product:

1	Have a completed residential solar-generation system installation with a completed interconnection agreement with your TDU.
2	Have a meter installed by your TDU that separately measures the in-flow and out-flow of electricity to and from your service address.
3	Have an active Southern Federal residential electricity account and enrolled in a Solar Buy-Back related product - as outlined by the Electricity Facts Label.

Solar Buy-Back related electricity products are intended only for residential customers with solar-generation systems with a rated output capacity of 25 KW or less. Southern Federal reserves the right to require additional information from, deny participation to, or modify the program for, any customer with a system in excess of 25 KW. You acknowledge and agree that Southern Federal may contact and/or exchange information about your service, facilities and/or account with the TDU and/or ERCOT. Further you understand and agree Southern Federal is providing bill credits which will be applied to your monthly billing statement. Any excess credits will expire after 12-months or when the account is terminated. Any unused credits at the time of expiration are not elgible for any cash payment.

Solar Buy-back rate:	**Determined by real-time settlement point wholesale pricing**
Generation Cap:	**None**
Real-time price cap:	**$0.50/kWh**

Material Changes to Solar Buy-Back Product Agreements

We will provide participating customers at least 14 days advance notice of any material change or discontinuation to Solar Buy-back products; except that (i) any changes to the price you pay for energy delivered, as outline on your EFL, (ii) any changes to the Solar Buy-Back Program made by Southern Federal as a result of a change in Law, (iii) any changes that are beneficial to you may be made without advance notice.

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THIRD-PARTY BROKER SERVICES – CLIENT AGENT REPRESENTATION

This section and associated summary table applies when a customer has authorized a 3rd-party broker to act as the customer's client agent for the enrollment.

Southern Federal Power may apply certain fees or take action on a customer's account if a customer has authorized a 3rd-party broker providing professional energy shopping services to act as the customer's client agent. Southern Federal may apply the following fees or take action on the account which may include: (1) Enrollment not accepted for certain products not open to enrollments performed by a broker acting as the applicant's client agent. See the product's Electricity Facts Label ("EFL") to see if this restriction applies. (2) $4.95 for each request for account assistance by the customer or client-agent via Southern Federal's call-center; (3) Enrollment not accepted if customer or the broker fails to provide a valid email address and phone number that will allow Southern Federal to contact the customer directly to provide account notices and other information required by PUCT rules.

SUMMARY TABLE OF ACTIONS AND FEES

Type:	This applies when:	Action
Restricted Product	Certain products may not be open to enrollments performed by a broker acting as the applicant's client agent. **See the Electricity Facts Label to see if this restriction applies.**	Enrollment not accepted and requirement to select a qualifying product or direct customer enrollment
Client Agent Account Assistance Fee	A request for account assistance is made for the account of a customer who has authorized a 3rd-party broker providing professional energy shopping services to act as the customer's client agent.	$4.95 for each request for account assistance via call-center
Failure to maintain Customer Contact Info	A broker authorized to act as a client agent, and the customer or broker fails to provide direct contact information for the customer.	Enrollment not accepted until direct contact for the customer is provided

ANTI-DISCRIMINATION POLICY

Southern Federal does not discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Southern Federal will not use credit or utility payment data as the basis for determining the price for Service on any residential contract with a term of 12 months or less.

NOTES:

ACCOUNT#