

## SERVICES AGREEMENT

This Services Agreement (together with all exhibits and Transaction Confirmations (and all exhibits thereto), entered hereunder and as amended, “**this Agreement**”) is effective as of January 20, 2026 (the “Effective Date”) and is entered by and between Guidepost Energy LLC, a Texas limited liability company (“**GUIDEPOST**”) and the City of Seguin, a Texas Home Rule Municipality (“**Customer**”). Customer and GUIDEPOST are at times referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**Whereas**, Customer owns and operates or otherwise controls the Customer Facility (and if Customer has elected on a TC for there to be more than one Customer Facility for which Guidepost is providing services, the Customer Facilities), and each Customer Facility has certain operational attributes and capabilities that may be consistent with certain Demand Side Management Programs or other market participation in the Electric Reliability Council of Texas (“ERCOT”) Region, which participation requires a Qualified Scheduling Entity; and

**Whereas**, GUIDEPOST is a Level IV Qualified Scheduling Entity (hereinafter “QSE”) in the ERCOT Region and provides certain Services of the sort described in this Agreement within the ERCOT Region; and

**Whereas**, each Customer Facility is located within the ERCOT Region and is eligible to participate in certain Demand Side Management Programs or other market participation, and GUIDEPOST has agreed to provide such Services as are expressly set forth in this Agreement to Customer for each Customer Facility subject to the terms and conditions set forth herein.

**Now Therefore**, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which is acknowledged, the Parties hereby mutually agree as follows:

**Section 1.0 Designation and Appointment.** Customer hereby designates and appoints GUIDEPOST to act as Customer’s QSE for each Customer Facility, and GUIDEPOST agrees to such appointment and designation to act as the QSE for each Customer Facility and as Customer’s exclusive provider of Demand Response Facilitation Services for each Customer Facility in accordance with the terms of this Agreement, and applicable Law.

**Section 2.0 Standard of Care.** GUIDEPOST shall perform the Services for Customer in accordance with (i) applicable Laws, (ii) to the extent not inconsistent with applicable Laws, this Agreement, (iii) Customer’s instructions to the extent not inconsistent with this Agreement and given to GUIDEPOST in accordance with this Agreement, and (iv) Good Industry Practice.

**Section 3.0 Services.** GUIDEPOST will perform the following Services for Customer:

### **3.1 Demand Response Facilitation Services.**

**3.1.1** The Demand Response Facilitation Services to be performed by GUIDEPOST shall include the services set forth in this Section 3.1.1 and in any mutually agreed TC for specific Demand Side Management Programs for a Customer Facility entered hereunder.

- (a) GUIDEPOST shall provide those QSE functions necessary for participation by each Customer Facility in the Demand Side Management Programs mutually agreed to by GUIDEPOST and Customer in a Transaction Confirmation, which is a separate instrument executed by the Parties pursuant to this Agreement, a form of which is attached hereto as Exhibit “A”.
- (b) GUIDEPOST shall serve as the primary contact for each Customer Facility with ERCOT on a 24 hour, 7 day a week basis.
- (c) If required, as directed by Customer, GUIDEPOST shall schedule outages for each applicable Customer Facility with ERCOT or any utility or Transmission/Distribution

Service Provider (“TDSP”) administering a Demand Side Management Program in which the applicable Customer Facility is participating.

- (d) GUIDEPOST will use commercially reasonable efforts to communicate to Customer via email, phone, and/or text any ERCOT directives, Dispatch Instructions and deployment messages for each Customer Facility, and will receive payments from ERCOT for each Customer Facility’s participation in any Demand Side Management Programs.
- (e) GUIDEPOST shall maintain complete and accurate records relating to the provision of the Demand Side Management Facilitation Services and will prepare a Settlement Statement and deliver the Settlement Statement to Customer in accordance with this Agreement.

**3.1.2** If Customer and GUIDEPOST mutually agree to supplement the Demand Response Facilitation Services to be performed by GUIDEPOST with certain economic optimization initiatives, Customer and GUIDEPOST will agree to such initiatives and GUIDEPOST compensation related to such initiatives through the execution of a mutually agreed Transaction Confirmation for Economic Optimization Initiatives.

#### **Section 4.0 Customer Duties.**

**4.1** In addition to other Customer obligations set forth in this Agreement, Customer shall have the following duties, the performance of which have a direct impact on provision of the Services by GUIDEPOST:

- (a) Unless the Parties agree otherwise in a TC, GUIDEPOST will fund the Telemetry installation and the costs expended by GUIDEPOST for such Telemetry and its installation shall be a Pass-Through Charge netted against Gross Market Revenue.
- (b) Customer shall operate each Customer Facility in accordance and compliance with Law and the applicable Demand Side Management Program(s).
- (c) Customer shall take steps with each Customer Facility to promote enrollment in and maintenance of eligibility for the Demand Side Management Programs, including without limitation promoting the obtainment of and maintenance of required licenses, certificates, permits, consents and authorizations.
- (d) Customer shall perform such acts necessary to prevent delays in GUIDEPOST’s provision of the Services and shall cooperate with GUIDEPOST in the performance of the Services including but not limited to by providing access to each Customer Facility and to employees and Telemetry necessary for Customer Facility’s participation in the agreed Demand Side Management Programs and GUIDEPOST’s performance of the Services.
- (e) In the event of an anticipated or actual operational constraint or change that impacts a Customer Facility or any Telemetry, Customer shall promptly notify GUIDEPOST by telephone and email of such anticipated or actual change or constraint.
- (f) Upon receipt of a Dispatch Instruction or a deployment message Customer shall operate the applicable Customer Facility to fulfill Customer’s Obligations, at all times in accordance with the applicable Program and applicable Law.

**Section 5.0 Appointment of Customer Primary Contact.** Customer agrees and acknowledges that GUIDEPOST’s performance of the Services requires the ability to communicate with Customer on a real time basis. Accordingly, Customer agrees to appoint a primary contact person (and/or one or more persons to be available during different hours of each day but in all instances providing for around the clock coverage) for each Customer Facility and to promptly advise GUIDEPOST in writing (email being sufficient) of any changes to the person(s) appointed or to the contact information. The primary contact person(s) appointed by Customer as of the Effective Date is:

City of Seguin – Utilities Department

Tim Howe, Director (or successor)  
thowe@seguintexas.gov  
(210) 863-5019

**Section 6.0 Term.** The term of this Agreement shall commence on the Effective Date and shall expire on January 1, 2028, unless terminated as otherwise provided herein, provided however that this Agreement shall continue to apply to all Transaction Confirmations until such Transaction Confirmations are completed or terminated, final settlement statements and invoices are issued and all amounts owed are paid in full; provided further that all obligations regarding indemnity, limitations of liability, confidentiality and all other provisions that by their nature survive termination, shall survive termination.

**Section 7.0 Commencement.** Upon execution of a Transaction Confirmation hereunder Customer and GUIDEPOST shall complete and submit necessary documentation and fulfill any other steps required by ERCOT, the Public Utility Commission of Texas (“PUCT”), the utility or the TDSP, as applicable, in order to authorize GUIDEPOST to provide the Services set forth in this Agreement on Customer’s behalf for each Customer Facility. GUIDEPOST’s obligation to perform the Services for a Customer Facility shall not commence until the Commencement Date for that Customer Facility.

#### **Section 8.0 Compliance with Laws; Dispatch Instructions and Accurate Information**

**8.1 Laws.** Each Party agrees to abide by all applicable federal, state, and local Laws, including all directives of ERCOT or the PUCT.

**8.2 ERCOT Dispatch Instructions.** If GUIDEPOST communicates any ERCOT Dispatch Instruction to any Customer Facility, then Customer shall comply with such ERCOT Dispatch Instruction within the required time frame for that particular ERCOT Dispatch Instruction and shall be wholly responsible for any and all charges, penalties or action by ERCOT, the PUCT or any third party due to its failure to comply with an ERCOT Dispatch Instruction; provided however, if in the reasonable judgment of Customer, such compliance would violate or otherwise not be in compliance with applicable Laws, cause risk of bodily harm or damage to property or equipment, or create a threat to safety, Customer shall promptly communicate such reason to GUIDEPOST.

**8.3 Incorrect or Incomplete Data.** All data provided by Customer to GUIDEPOST for any submission to ERCOT, a utility, a TDSP or otherwise shall be (i) complete and correct in all respects; and (ii) provided to GUIDEPOST within the timeframe necessary to enable a timely submission by GUIDEPOST. Customer agrees to update incorrect or incomplete data as soon as Customer is aware that such data is incorrect or incomplete. Customer shall keep GUIDEPOST financially whole for any Pass-Through Charges or other costs incurred by GUIDEPOST resulting from incorrect, incomplete or untimely submission to ERCOT, a utility, or TDSP based upon such incorrect or incomplete data.

**Section 9.0 Taxes.** Customer shall be responsible for all Taxes arising out of or with respect to the Services or the transactions evidenced by this Agreement, but excluding all Taxes levied on GUIDEPOST’s income, net income, and all franchise taxes levied on GUIDEPOST’s corporate existence. Each Party hereby agrees to indemnify, release, defend and hold the other Party harmless from and against any and all liabilities for Taxes imposed or assessed by any taxing authority with respect to any Services provided under this Agreement that are the responsibility of such Party pursuant to the terms of this Agreement. Neither Party will be obligated to incur any financial burden to reduce Taxes for which the other Party is responsible.

#### **Section 10.0 Indemnification and Limitations of Liability**

**10.1 Indemnification.** Customer shall, to the extent permitted by law and except to the extent resulting from GUIDEPOST's gross negligence or willful misconduct, defend, protect, release, indemnify and hold harmless GUIDEPOST, its members, managers, officers and employees from, against and in respect of any and all liability, damages, costs, claims, losses, penalties, or causes of action, expenses of whatsoever kind or character including reasonable attorneys' fees and expenses related thereto, arising from or related to the operation of a Customer Facility, a Customer Facility's participation in Demand Side Management Programs, and any negligent actions made under this Agreement by Customer.

**10.2 LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, LOST PROFIT, LOST OPPORTUNITY, OR BUSINESS INTERRUPTION FOR ANY CLAIM OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STATUTE, OR OTHERWISE.**

## **Section 11.0 Settlement Statements; Billing and Payment**

### **Section 11.1 Settlement Statements; Compensation.**

**11.1.1 Settlements; Netting.** GUIDEPOST will administer all settlements related to each Customer's Facility with ERCOT and other third parties and will (a) credit Customer for Gross Market Revenue for the applicable period and (b) debit Customer for any Pass-Through Charges related to the Services. Customer expressly agrees it is responsible for all Pass-Through Charges and shall reimburse GUIDEPOST within five (5) Business Days of the date of a Settlement Statement for any Pass-Through Charge that is in excess of the Gross Market Revenue for the applicable period. All transactions under this Agreement shall be accounted for on the basis of the applicable settlement procedures set by the relevant administrator of the Demand Side Management Program (for example, for participation in ERS, the ERCOT settlement procedures will apply; for participation in a utility sponsored program, the utility settlement procedures shall apply). GUIDEPOST will endeavor to provide monthly settlement statements which detail (i) the Services, (ii) Gross Market Revenue, (iii) Pass-Through Charges, (iv) any other costs or Fees related to GUIDEPOST's Services as set forth in this Agreement, (v) a calculation of the Net Market Revenue, and (vi) what each Party owes or is owed as determined in accordance with this Agreement (each a "Settlement Statement").

**11.1.2 Compensation for the Services.** GUIDEPOST shall retain as to each Customer Facility, as compensation for its Services, a portion of the Net Market Revenue which portion shall be set forth in the applicable Transaction Confirmation associated with a particular Customer Facility and for a particular period of time.

**Section 11.2 Billing and Payment.** Payments due to either Party as set forth in the Settlement Statement (or invoice) shall be made by ACH or wire transfer to the account designated in writing by the Party owed the payment on or before the fifth (5<sup>th</sup>) day after the date of the Settlement Statement. Amounts that are not paid on or before the date when due shall incur interest at the Interest Rate calculated daily from the date the payment is due until payment is received; provided however, GUIDEPOST shall not in any event owe Interest on any payments not received by GUIDEPOST from ERCOT or another Demand Side Management Program administrator.

**Section 11.3 Billing Disputes.** If Customer reasonably believes that any portion of an invoice or Settlement Statement is inaccurate it may dispute the Settlement Statement or invoice by delivering GUIDEPOST a Dispute Notice, provided however, any payment amount reflected as owing to

GUIDEPOST shall be paid by Customer to GUIDEPOST. Once received by GUIDEPOST, GUIDEPOST will investigate and respond to all proper Dispute Notices within a commercially reasonable time, but no later than sixty (60) days from its receipt of the Dispute Notice. If the Customer does not dispute an invoice or Settlement Statement in writing within one (1) year of receipt of the invoice or Settlement Statement, Customer shall have no right to dispute the invoice or Settlement Statement and Customer waives any such right it may have to dispute such invoice or Settlement Statement.

**Section 11.4 Replacement Costs.** In all events where Customer has an Obligation and fails to fulfill that Obligation, regardless of the cause (excepting causes of Force Majeure), GUIDEPOST shall have the right but not the obligation to replace the Energy, Capacity or other product that Customer fails to provide and the cost of the replacement product (“Replacement Cost”), without mark-up, will be a Pass-Through Charge and netted against Gross Market Revenue for the applicable period. If Gross Market Revenue is not sufficient to satisfy the Replacement Cost and/or the Ancillary Service Imbalance Charges, then GUIDEPOST will invoice Customer and Customer shall satisfy the invoice within thirty (30) days. If GUIDEPOST does not replace the product (for whatever reason) Customer agrees that Customer shall not be responsible to GUIDEPOST and/or any third party (as applicable) for any resulting Pass-Through Charges. Customer reserves the right to review the calculation of Pass-Through Charges and may request GUIDEPOST provide reasonable documentation to support such Pass-Through Charges.

**Section 11.5 ERCOT True-Up.** Customer acknowledges and understands that for ERCOT administered Demand Side Management Programs GUIDEPOST relies upon ERCOT settlement statements which are issued in accordance with the ERCOT settlement process as set forth in the ERCOT Protocols, which allows that ERCOT revises and restates settlement statements and therefore no invoice or Settlement Statement issued by GUIDEPOST that includes Gross Market Revenue related to Customer Facility’s participation in ERCOT administered Demand Side Management Programs is final unless and until ERCOT issues a final settlement statement and determines that no further restatement or resettlement will occur. Accordingly, GUIDEPOST will include revisions, corrections, restatements related to prior monthly Settlement Statements in each monthly Settlement Statement as they arise out of the ERCOT settlement process. Customer understands that these revisions and restatements may result in Customer receiving more or less revenue than was previously invoiced by GUIDEPOST and any outstanding amounts will be due to Guidepost within thirty (30) days.

**Section 11.6 Invoices After Termination of Agreement.** After any Transaction Confirmation is terminated or expires and after the Services Agreement terminates and is expired, in the event that GUIDEPOST receives statements, invoices, or resettlements related to the Customer Facility then GUIDEPOST shall invoice Customer in accordance therewith. For any such post-termination invoice received by Customer, Customer shall pay GUIDEPOST within thirty (30) days of receipt of the invoice. This Section shall survive termination of this Agreement until all payments between the Parties have been resolved.

**Section 11.7 Set-Off.** Customer authorizes GUIDEPOST to Set-Off any Gross Market Revenue received by GUIDEPOST against and in satisfaction of any amount payable by Customer pursuant to this Agreement.

## **Section 12.0 Force Majeure**

**12.1 Force Majeure.** Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any duty under this Agreement or Customer is unable to fulfill its Obligations due to an event of Force Majeure (“FM Claiming Party”), this Agreement will remain in effect but such duty will be suspended for the duration of the Force Majeure, provided: (a) the FM Claiming Party notifies the other

Party (“**Non-Affected Party**”) as soon as possible in writing of the particulars of the Force Majeure and (b) suspension of performance is of no greater scope and duration than required by the Force Majeure. Notwithstanding the above, Force Majeure will not (i) extend the timeframe in which the Parties must pay amounts owing hereunder, (ii) relieve the Parties’ obligation to pay for amounts owing prior to the Force Majeure or (iii) relieve Customer of its obligation to pay Pass-Through Charges. For the avoidance of doubt, the performance of Customer’s duties under this Agreement may be excused due to Force Majeure but such excuse in no way alleviates Customer’s Obligations and therefore Customer shall remain wholly liable for Pass-Through Charges throughout the occurrence of a Force Majeure. Promptly following any Force Majeure, the FM Claiming Party shall provide the Non-Affected Party with a written report specifying the cause of the Force Majeure and upon the Non-Affected Party’s request the FM Claiming Party will provide to the Non-Affected Party all third-party analyses, documentation or other reports substantiating the determination of any Force Majeure.

## **Section 13.0 Event of Default; Remedies**

**13.1 Event of Default.** An “**Event of Default**” shall mean, with respect to a Party (a “**Defaulting Party**”), the occurrence of any of the following: (a) failure by a Party to make, when due, any payment required under this Agreement, (b) any representation or warranty made by a Party proves to be false or misleading in any material respect when made the effects of which could reasonably be expected to materially adversely affect the Non-Defaulting Party, (c) the failure by a Party to perform any material obligation/duty set forth in this Agreement which is not cured within thirty (30) days after written notice thereof, or (d) a Party (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar Laws for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed within twenty Business Days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due.

**13.2 Remedies upon Event of Default.** Upon an Event of Default, the Non-Defaulting Party may, in its discretion, terminate this Agreement, the applicable Transaction Confirmation to which the Event of Default relates, or any of the Services provided in accordance with this Agreement (keeping the Agreement in place as to the other Services or as to the other Transaction Confirmations if the Non-Defaulting Party so elects) and pursue all remedies available under Law. Notwithstanding the foregoing, should Customer default in its obligations under this Agreement, GUIDEPOST may suspend performance and take such actions as may be necessary in GUIDEPOST’s reasonable judgment to discontinue its status as the QSE of record for any Customer Facility. Customer agrees to promptly and fully cooperate in the filing and submission of any documentation as may be required by ERCOT or other third parties in order to terminate GUIDEPOST’s representation of Customer, and/or any Customer Facility if GUIDEPOST terminates in accordance with this provision. Additionally, if GUIDEPOST terminates this Agreement or any of the Services or a Transaction Confirmation(s) for Customer’s Event of Default GUIDEPOST may in its sole discretion (but is not obligated to) take commercially reasonable actions to mitigate or otherwise avoid any potential costs, expenses, penalties, fines, charges, and other liabilities that it may incur to a third party or to ERCOT as a result of or in connection with any failure to satisfy any Capacity or other Obligations with respect to any Customer Facility, and Customer shall keep GUIDEPOST financially whole for any costs related to such mitigation efforts and shall do so within five (5) days of the date of any such invoice for such costs.

## **Section 14.0 Representations and Warranties**

**14.1 Representations and Warranties.** As a material inducement to entering into this Agreement, and in addition to the other representation and warranties set forth in this Agreement, on the Effective Date, and on the date of each Transaction Confirmation entered hereunder, each Party represents and warrants to the other Party as follows: (a) it is duly organized, validly existing, and in good standing under the

laws of the jurisdiction of its formation; (b) it has, or reasonably expects to obtain, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement prior to the date that each such obligation is required to be performed; (c) the execution, delivery, and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order, or the like applicable to it; (d) this Agreement has been duly authorized by and validly executed and delivered on behalf of such Party, and constitutes the legal, valid and binding obligation of such Party enforceable against it according to its terms except as the enforceability of this Agreement may be limited by: (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general principles of equity whether considered in a proceeding in equity or at law; (e) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt; (f) there are no pending legal proceedings or, to its knowledge, any threatened against it or any of its Affiliates that could materially adversely affect its ability to perform its obligations under this Agreement; (g) it is acting for its own account, has read this Agreement, has made its own independent decision to enter into this Agreement as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

**14.2 GUIDEPOST DISCLAIMER OF WARRANTIES; NO GUARANTEED RESULTS. GUIDEPOST MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICES OR ANY ACTIVITY UNDERTAKEN PURSUANT TO THIS AGREEMENT. GUIDEPOST DOES NOT GUARANTEE ANY PARTICULAR LEVEL OF PERFORMANCE OR SUCCESS WITH RESPECT TO THE RESULTS THAT CUSTOMER MAY EXPECT TO ATTAIN UNDER THIS AGREEMENT OR WITH RESPECT TO THE PARTICIPATION OF ANY CUSTOMER FACILITY IN ANY PROGRAM OR WITH RESPECT TO ANY OPPORTUNITY THAT MAY ARISE OR PRESENT ITSELF UNDER OR RELATED TO THE PROGRAMS, THE SERVICES OR OTHERWISE.**

**Section 15.0 Relationship of the Parties; No Fiduciary Relationship.** Customer acknowledges and agrees that the Parties have not, and do not by entering into this Agreement, enter into any partnership, joint venture or agency relationship. Customer further acknowledges and agrees that GUIDEPOST does not owe a fiduciary duty or similar standard of care or obligation to Customer or any Customer Facility, and the only duties owed by GUIDEPOST to Customer are as expressly provided in this Agreement. GUIDEPOST's Services are not exclusive to Customer and GUIDEPOST does and will continue to provide the same or similar services as it provides to Customer to other customers and executes transactions similar to those that may be executed under this Agreement for the account of third parties. Nothing shall be construed to require GUIDEPOST to favor the interests of Customer over its own interests or the interests of other customers or third parties. Additionally, nothing in this Agreement obligates Guidepost to enter into a particular Transaction Confirmation

## **Section 16.0 Miscellaneous**

**16.1 Amendment.** Except to the extent otherwise provided herein, no amendment or modification to this Agreement shall be enforceable unless agreed upon in writing and executed by both Parties.

**16.2 Notice.** All notices, requests, and demands to or upon the respective Parties hereto to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) in the case of delivery by hand or by a nationally recognized overnight courier service, when delivered, or (b) in the case of delivery by e-mail transmission, when sent and receipt has been

electronically confirmed, addressed as follows, or to such other address as may be hereafter notified by the respective Parties hereto.

**If to GUIDEPOST:**

Robert Douglas  
2700 Technology Forest Blvd. Suite 200  
The Woodlands, TX 77381  
[operations@GUIDEPOSTenergy.com](mailto:operations@GUIDEPOSTenergy.com)

**If to Customer:**

City of Seguin  
Attn: City Manager  
205 N. River St.  
Seguin, TX 78155

Account Information for Electronic Payment will be provided after execution of this Agreement via Certified Mail.

All operational notices must be made in writing (including electronically) to the following addresses, except that such notices may be made in person, by telephone, or by email preceded by a telephone call providing notice that the email is coming, if such notices are: (i) notices and other communications between GUIDEPOST and Customer (and/or such Party's agent, if applicable); and (ii) notices during an emergency or other unforeseen event:

If to GUIDEPOST: [operations@GUIDEPOSTenergy.com](mailto:operations@GUIDEPOSTenergy.com)

If to QSE Operations: (408) 375-0865

Notwithstanding the foregoing, all Customer notices related to disputes, breaches, Events of Default, terminations or Force Majeure events must also be delivered to GUIDEPOST's counsel by hand, by certified mail return receipt requested, by first class mail or express carrier, or by email with confirmation of receipt (including by receipt of confirmatory electronic mail from the recipient) to the addresses provided below:

The Mussalli Law Firm  
24 Waterway Avenue, Suite 830  
The Woodlands, Texas 77380  
Attn: Amanda Mussalli  
Email: [amanda@mussallilaw.com](mailto:amanda@mussallilaw.com)

**16.3 Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of GUIDEPOST and Customer and their respective successors and permitted assigns.

**16.4 Assignment.** Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

**16.5 Entire Agreement.** Any exhibits, schedules or appendices attached to this Agreement are incorporated into this Agreement and are part of this Agreement. This Agreement represents the Parties' final and mutual understanding with respect to its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral related to the matters addressed herein. No representations, inducements, promises, or agreements, oral or otherwise, that involve or relate to the

subject matter of this Agreement have been relied upon or made by any Party, or anyone on behalf of a Party, that are not fully expressed in this Agreement.

**16.6 No Waiver.** No breach or provision of this Agreement shall be deemed waived, modified, or excused by a Party unless such waiver or modification is in writing and signed by an authorized officer of such Party. The failure by or delay of either Party in enforcing or exercising any of its rights under this Agreement shall (i) not be deemed a waiver, modification, or excuse of such right **or of any breach** of the same or different provision of this Agreement, and (ii) not prevent a subsequent enforcement or exercise of such right.

**16.7 Headings.** Titles and headings of paragraphs and sections within this Agreement are provided merely for convenience and shall not be used or relied upon in construing this Agreement or the Parties' intentions with respect thereto.

**16.8 Severability.** In the event that any of the provisions, or portions or applications thereof, of this Agreement are finally held to be unenforceable or invalid by any court of competent jurisdiction, that determination shall not affect the enforceability or validity of the remaining portions of this Agreement, and this Agreement shall continue in full force and effect as if it had been executed without the invalid provision; provided, however, if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason thereof, the Parties shall promptly enter into negotiations to replace the unenforceable or invalid provision with a valid and enforceable provision that preserves the original intent of the Parties. If the Parties are not able to reach an agreement as the result of such negotiations within fourteen (14) days, either Party shall have the right to terminate this Agreement, without liability for such early termination, upon ten (10) days written notice.

**16.9 Choice of Law; Jury Waiver.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas without giving effect to laws and rules governing conflicts of laws. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**16.10 Further Assurances.** Each Party agrees that during the term of this Agreement it will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the other Party to permit performance of this Agreement.

**16.11 Change in Law.** In the event that there is a change in Law, and such change (a) causes or results in GUIDEPOST incurring increased capital, operating or other costs in connection with the commitments undertaken with Customer under this Agreement or (b) causes a Customer Facility to be prohibited from a Demand Side Management Program in which it is enrolled or the Parties plan to enroll, or (c) has a material adverse effect on GUIDEPOST's rights or ability to perform its obligations under this Agreement, then GUIDEPOST may require Customer meet as soon as practicable for the purpose of negotiating in good faith such amendments to this Agreement or the Terms and Conditions as are necessary to fulfill the purposes of this Agreement and to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens of, and/or responsibilities of the Parties under, this Agreement, as negotiated and agreed herein. If the Parties cannot reach agreement within thirty (30) days then the affected Party may (i) comply with the Change in Law, including being

responsible for such costs or (ii) terminate this Agreement, the applicable Services, or the applicable Transaction Confirmation(s), without further liability.

**16.12 Confidentiality.** Neither Party shall disclose, unless authorized in writing by the other Party the terms of this Agreement, including the fees paid, or the methods or know-how of GUIDEPOST as related to the Services to a third party (other than a Party's lenders, attorneys, accountants or consultants who have a need to know and have an obligation to keep such information confidential) except in order to comply with any applicable Laws; provided that a Party shall notify the other Party of any proceeding of which it is aware of that may result in non-routine disclosure. This confidentiality provision shall not apply to (a) information in the public domain, (b) information that was known by a Party prior to obtaining such information from the other Party, (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from a Person who was under an obligation of confidentiality to the other Party or (d) information developed by either Party independent of any confidential information.

**16.13 Interpretation.** In this Agreement, unless otherwise stated: (a) Any references to (i) any agreement or document or a portion or provision thereof will be construed as a reference to same as amended, supplemented or otherwise modified from time to time; (ii) any Person will include that Person's successors and permitted assigns; (iii) any Governmental Authority will be construed as including a reference to any Governmental Authority succeeding to all or a portion of its respective functions and capacities; (iv) "herein," "hereafter," "hereunder" and similar words will be construed as a reference to this Agreement as a whole and not to any particular portion or provision of this Agreement; and (iv) a particular Article, Section or Exhibit will be a reference to the relevant Article or Section of, or Exhibit to, this Agreement; and (b) Words in the singular may be interpreted as referring to the plural and vice versa, and words denoting natural persons may be interpreted as referring to other types of Persons and vice versa; (c) Whenever this Agreement refers to a number of days, such number will refer to the number of calendar days unless Business Days are specified. A requirement that a payment be made (or an obligation be performed or a requirement be satisfied) on or by a day that is not a Business Day will be construed as a requirement that the payment be made (or obligation be performed or requirement be satisfied) on or by the next following Business Day; (d) The words "include," "includes" and "including" are to be construed as being at all times followed by the words "without limitation." (e) Capitalized terms not otherwise defined herein shall have the meaning defined in the ERCOT Protocols. (f) Words that have well known and generally accepted technical or trade meanings are used herein in accordance with such well known and generally accepted meanings; (vii) Unless otherwise expressly provided times are in Central Prevailing Time.

## Section 17.0 Definitions

**17.1 Definitions.** For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. All other capitalized terms used in this Agreement, but not otherwise defined, shall have the meaning given such term in the following, listed in order of priority: (1) the ERCOT Protocols; (2) the Texas Public Utility Regulatory Act ("PURA"); and (3) Public Utility Commission of Texas ("PUCT") Substantive Rules.

"**Affiliate**" means with respect to either Party, any entity directly or indirectly controlled by or under common control with such Party. For purposes of this definition, "control" means the direct or indirect ownership of fifty-percent (50%) or more of the outstanding company stock or equity interest.

"**Agreement**" has the meaning given such term in the preamble.

"**Ancillary Services**" means those services specified from time to time as "Ancillary Services" in the ERCOT Protocols including but not limited to Emergency Response Service ("ERS"), Responsive Reserve Service ("RRS"), Reg-Up and Reg-Down, Fast Responsive Reserve Services ("FRRS"), ERCOT Contingency Reserve Service ("ECRS").

**“Ancillary Service Imbalance Charges”** means those charges generated when a Load Resource’s telemetered Load is less than the Ancillary service Resource Responsibility and there is an ORDC adder, and charged during an LR curtailment.

**“Ancillary Service Offer”** means an offer to supply Ancillary Service capacity in the Day-Ahead Market (DAM) or a Supplemental Ancillary Service Market (SASM).

**“Ancillary Service Resource Responsibility”** means the MW of an Ancillary Service that the Load Resource is obligated to provide in Real-Time rounded to the nearest MW.

**“Business Day”** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. in Houston, Texas.

**“Capacity”** means the Ancillary Service, ERS or other Demand Side Management Program specific capacity of the Customer Facility expressed in MW.

**“Central Prevailing Time”** or **“CPT”** means standard time or daylight savings time, as applicable to the central time zone.

**“Commencement Date”** means as to a Customer Facility the later of (i) the Effective Date or (ii) the date on which compliance with all of the requirements set forth in Section 3 have been fulfilled.

**“Current Operating Plan”** or **“COP”** has the meaning given such term in the ERCOT Protocols.

**“Customer Facility”** or **“Facility”** means an electric generating facility or Load that is within the ERCOT Region and owned or operated by Customer, or of which Customer has rights to affect the operation of an which is qualified to provide Energy and/or Ancillary Services in the ERCOT Region, and is identified (including by an associated ESI ID) in a Transaction Confirmation.

**“Defaulting Party”** has the meaning given such term in Section 13.

**“Demand Response Facilitation Services”** has the meaning given such term in this Agreement.

**“Demand Side Management Programs”** or **“Programs”** means collectively those programs offered by ERCOT, certain utilities, TDSPs or in conjunction with a retail energy provider that allow for customers that have the ability to reduce or modify Energy usage in response to instructions or signals, acting through a QSE, to offer their loads directly into the market or indirectly by voluntarily reducing Energy usage in response to wholesale prices in exchange for a monetary incentive. Such programs include but are not limited to ERS, Load Resource provision of Ancillary Service and/or Energy, voluntary load sales, economic energy dispatch. When referred individually, each a “Program” or “Demand Side Management Program.”

**“Dispatch Instruction”** means a specific command issued by ERCOT or a utility or TDSP or if applicable a REP to GUIDEPOST as QSE.

**“Dispute Notice”** means a notice provided by Customer to GUIDEPOST notifying GUIDEPOST that Customer is disputing an amount set forth in a Settlement Statement or Invoice and which contains sufficient detail such that GUIDEPOST can understand (i) which portion of the Invoice or Settlement Statement is being disputed; (ii) which Invoice or Settlement Statement is being disputed; (iii) the amount the Customer alleges is properly due; and (iv) such other information Customer reasonably believes it needs to access in order to determine the amount it alleges to be properly due under the Invoice or Settlement Statement.

**“Effective Date”** has the meaning given such term in the preamble of this Agreement.

**“Energy”** means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

**“ERCOT”** means the Electric Reliability Council of Texas (“ERCOT”), or any successor thereto.

**“ERCOT Protocols”** means the rules, protocols, procedures, and standards from time to time promulgated by ERCOT and with respect to which participants in the ERCOT market are required to comply, including the ERCOT Nodal Protocols and the associated “market guides”, “business practice manuals”, and “other binding documents”.

**“ERCOT Region”** means the geographic region within the State of Texas administered by ERCOT.

**“ESI ID”** means an electric service identifier assigned by ERCOT to the electricity delivery point for the applicable Customer Facility.

**“Event of Default”** has the meaning given such term in Section 13.

**“Fees”** means fees, if any, to be paid by Customer to GUIDEPOST as set forth in this Agreement that are in addition to GUIDEPOST’s retention of its share of Net Market Revenue and collection of Pass-Through Charges.

**“Force Majeure”** means, an event or condition that meets each of the following conditions: (a) is not attributable to the fault or negligence of the affected Party, (b) is caused by factors beyond that Party’s reasonable control, and (c) was not reasonably anticipated by the affected Party despite the exercise of reasonable diligence, and (d) the Party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force Majeure events may include, to the extent consistent with the foregoing requirements: i. explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; ii. war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; iii. floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, blizzards, ice storms, substantial snowfall, and other similar natural occurrences; iv. action or inaction by any Governmental Authority (as limited below); v. strike, walkout, lockout, or other significant labor dispute (other than a labor dispute targeted specifically at the affected Party or any Person acting on behalf of or at the direction of the affected Party); and vi. pandemics and epidemics. Notwithstanding the foregoing, Force Majeure does not include, and may not be based on, the following events or conditions: a. economic hardship of either Party; b. breakage or failure of equipment, other than as a result of Force Majeure; c. any action or inaction of a Governmental Authority, including the failure of a Governmental Authority to issue a permit or take other affirmative actions as of the time anticipated or required, unless such action or inaction is caused by, or is taken to address circumstances related to, an event of Force Majeure or represents a failure by such Governmental Authority to adhere to applicable Law; d. unless caused by an event of Force Majeure, any event or circumstance that occurs at or with respect to the Facility; or e. any Change in Law.

**“Good Industry Practice”** means at the time of performance by the relevant Party, the generally accepted practices, methods standards and acts which are commonly used by other entities and people performing the same or similar tasks and services for facilities similar to the applicable Customer Facility, and which, in the exercise of commercially reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result. Good Industry Practice is not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to include the spectrum of possible practices, methods, standards and acts generally acceptable in the region in light of the circumstance.

**“Governmental Authority”** means any international, federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or any judicial, regulatory, or administrative body having jurisdiction over the Parties, the applicable Customer Facility, this Agreement, including without limitation the PUCT, FERC, CFTC, ERCOT, and NERC.

**“Gross Market Revenue”** all revenue actually received by GUIDEPOST from ERCOT or an applicable third party for Customer Facility’s participation in a Demand Side Management Program, as determined by the Program administrator’s statement and in accordance with the Program administrator’s Program rules as those rules may be amended from time to time, as available.

**“Interest Rate”** means the lesser of (i) the per annum rate of interest equal to the Prime Rate as may from time to time be published in the Wall Street Journal under “Money Rates” on such day (or if not published on such day, on the most recent preceding day on which published), plus two percent (2%) or (ii) the maximum rate permitted by law.

**“Law”** means all: (a) statutes, laws, ordinances, rules, regulations, tariffs, codes, judgments, decrees, injunctions, writs and orders of any Governmental Authority; and (b) Regulatory Requirements.

**“Load”** means the amount of Energy in MWh delivered to Customer’s Facility.

**“Load Resource”** or **“LR”** means a Load capable of providing Ancillary Service to the ERCOT system and/or energy in the form of demand response and registered with ERCOT as a Load Resource.

**“MW”** means mega-watt.

**“MWh”** means mega-watt hour(s).

**“Net Market Revenue”** means Gross Market Revenue less (i) all Pass-Through Charges and (ii) all GUIDEPOST costs and Fees.

**“Non-Defaulting Party”** has the meaning given such term in Section 10.

**“Obligation”** means Customer’s commitment to provide a product to ERCOT or a third party, including but not limited to Capacity or Energy.

**“Party”** or **“Parties”** has the meaning give such term in the preamble of this Agreement.

**“Pass-Through Charges”** means all actual costs that are incurred by GUIDEPOST for or related to the Customer Facility and/or QSE settlement (with ERCOT and/or any third party) for any Energy, Capacity or other product that is applicable to the Services including, but not limited to Load Resource imbalance charges other imbalance charges; ORDC; PUCT fees; ERCOT charges and fees; charges, fees, assessments, adders, or surcharges imposed or authorized by any Governmental Authority whether collected by ERCOT, a Governmental Authority, the PUCT or otherwise for or related to Demand Side Management Programs, renewable energy programs, weather events, Energy, Ancillary Services or other products related to grid reliability, rate recovery, payback of under collections or shortfalls; Replacement Costs; Ancillary Service Imbalance Charges; Telemetry and installation of Telemetry; and/or all other charges or fees related to a Customer Facility that apply at the time that the Services are provided by GUIDEPOST hereunder or after.

**“Person”** means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, Governmental Authority or other entity.

**“QSE”** or **“Qualified Scheduling Entity”** has the same meaning as defined in the ERCOT Protocols, as such definition shall be amended from time to time.

**“QSE Services”** has the meaning give such term in this Agreement.

**“Regulatory Requirements”** means the ERCOT Protocols, the PUCT Substantive Rules, other current laws, regulations, rules and legal requirements applicable to the Services and obligations under this Agreement, including but not limited to the rules of the specific applicable Demand Side Management Programs in which Customer Facility or Customer resources are enrolled.

**“Replacement Cost”** has the meaning set forth in Section 11.4.

**“Services”** means collectively those services to be provided by GUIDEPOST to Customer which may include “QSE Services,” “Demand Response Facilitation Services,” and/or “Economic Optimization Services” or other services when set forth in this Agreement.

**“Services Agreement”** means this master agreement pursuant to which Customer appoints GUIDEPOST as the QSE for each Customer Facility and selects other services to be performed by GUIDEPOST and under which the Parties may enter Transaction Confirmations.

**“Set-Off”** means without limitation, offset, combination of accounts, application of credits or amounts to which GUIDEPOST is entitled to credit hereunder, application of agreed discounts, netting, right of retention or withholding

or application of comparable right or requirement to which GUIDEPOST is entitled or subject to (whether arising under this Agreement, other agreements, applicable Law or otherwise) that is exercised by GUIDEPOST having such right, or is imposed on Customer.

**“Taxes”** means any and all sales, use, gross receipts, ad valorem, franchise, excise, or any other taxes or similar charges or impositions imposed by any Governmental Authority on, or with respect to any transaction, product or the Services described in this Agreement, but specifically excluding income taxes imposed on a respective Party.

**“TDSP”** means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of Energy to a Customer Facility.

**“Telemetry”** means all equipment installed at a Customer Facility necessary for the transmission of real-time operational information from such Customer Facility to GUIDEPOST.

**“Transaction Confirmation”** means a separate executed written agreement called a “Transaction Confirmation” or “Confirmation” related to a particular Customer Facility and Program or additional services, that references the Services Agreement and is entered between the Parties and is incorporated into and made a part of the Services Agreement.

[signature page to follow]

[CUSTOMER]

GUIDEPOST ENERGY LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Matthew Adams \_\_\_\_\_

Title: \_\_\_\_\_

Title: Manager \_\_\_\_\_

*Signature page to Services Agreement*