



## Energy Terms of Service

We're glad you're on board with Base! We know you have options, and we appreciate your trust.

This document outlines everything you need to know about our agreement, including what you can expect from us, how to get in touch, and details about billing. We're committed to complete transparency, so please take a look and let us know if you have any questions. Thanks again for choosing Base!

### YOUR AGREEMENT DOCUMENTS

This Terms of Service ("TOS") document as well as the Your Rights as a Customer ("YRAC"), Electricity Facts Label ("EFL"), and Enrollment Authorization (collectively the "Agreement") set forth the terms under which you will receive electric energy services from Base Texas REP, LLC ("Base"). Base is a certified retail electric energy provider ("REP") in the State of Texas and provides retail electric services under Public Utility Commission of Texas ("PUCT") Certificate No. 10338. As your REP, we will arrange for the delivery of electricity from your Transmission and Distribution Utility ("TDU"), the company whose poles and wires bring power to your home or business. If you have any questions regarding your electricity service, please do not hesitate to contact us.

**Rules and Laws.** You may see references in the Agreement to the PUCT Rules or the PUCT Substantive Rules. Those rules may be found here:

<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/electric.aspx>. You may also see references to Section 17.008 of the Texas Utilities Code which may be found here: <https://statutes.capitol.texas.gov/SOTWDocs/UT/htm/UT.17.htm#17.008>.

**Applicability.** This Agreement applies to Residential and Small Commercial Customers as those terms are defined in the PUCT Rules. By entering into this Agreement you agree that you are a Residential or Small Commercial Customer.

**Para nuestros clientes que hablan español, tenemos documentos para ustedes, también.**

Usted puede obtener los documentos de su contrato comunicando con nosotros al 1-866-479-POWR (7697) or [support@basepowercompany.com](mailto:support@basepowercompany.com).

### CONTACT INFORMATION

**You can contact us Monday-Friday, 9:00am-6:00pm Central Time at:**

1-866-479-POWR (7697)

[support@basepowercompany.com](mailto:support@basepowercompany.com)

**Or, write us at:**

1606 Headway Cir, Ste 9333, Austin, TX 78754

[www.basepowercompany.com](http://www.basepowercompany.com)

PUCT Certificate No. 10338

**If you need to report a power outage, contact your local TDSP:**

Oncor: 1-888-313-4747

CenterPoint Energy: 1-800-332-7143

TNMP: 1-888-866-7456

AEP: 1-866-223-8508

Lubbock Power & Light: 1-806-775-2509

### TERM

The beginning of your term is the date that your TDU switches your service to Base. The Term of the Agreement

can be found on your EFL. If you have any questions about the end date of your Agreement, please see your EFL or contact Base and we will tell you the end date.

## RIGHT OF RESCISSION

**You have a right to review and, in the case of a switch request, rescind the terms of service within three (3) federal business days, after receiving the terms of service, without penalty. You will receive a written copy of the terms of service document via email (or via US Mail upon your request) that will explain all the terms of the agreement and how to exercise the right of rescission before your electric services are switched to Base. In order to exercise your right of rescission you may call Base at (866) 479-7697 or email Base at [support@basepowercompany.com](mailto:support@basepowercompany.com) and provide your name, address, phone number and account number or ESI ID.**

## OUR ENERGY PLANS

You selected your electricity plan when you enrolled with Base and the name of the plan you selected is provided on your EFL. Base offers Fixed Rate Plans and provides a Variable Rate Plan if your Fixed Rate plan expires and you have not either renewed with a new Fixed Rate Plan from Base or switched to another REP.

**Fixed Rate Plans.** The fixed rate in a Fixed Rate Plan is provided in your EFL. If you have enrolled in a Fixed Rate Plan, during the Term of your Agreement, the rate you pay for your electricity will only change to reflect actual changes in TDU charges, changes to the Electric Reliability Council of Texas ("ERCOT") or Texas Regional Entity, Inc. ("TRE") administrative fees charged to loads or changes resulting from federal, state or local laws that impose new or modified fees or costs on Base that are beyond Base's control (in each instance a "Change of Law"), and Base reserves the right to make changes to your price based on a Change of Law. If you terminate your Fixed Rate Plan prior to the end of your Term you will be charged the Early Termination Fee ("ETF") as provided in your EFL. You will not be charged an ETF (even if one appears on your EFL) if you are terminating this

Agreement because you are moving from the address for which you receive service and provide Base proof of your move out.

Except as provided above, Base will not make changes to the Fixed price portion of your Fixed Rate Plan. Base will also not change the terms of your Fixed Rate Plan. Base can make other changes to the Agreement by providing notice. Base does not have to provide notice of a change that benefits you. At least fourteen (14) days prior to any material change to the Agreement, Base will provide you written notice of the change. You can choose to continue with Base as your REP, in which case the change will be effective in fourteen (14) days, or you have fourteen (14) days, from the date of the notice, to terminate the Agreement with Base for which you will not be charged an ETF.

During the Term, Base will provide you with three (3) written notices of the date the Fixed Rate Plan will expire. The notices will be provided in the last one third of the Fixed Rate Plan term and will be sent, as closely as possible, evenly throughout the last one third of the Term. If your Term is for more than twelve (12) months, Base will send your first notice up to three (3) months prior to the end of your Term. If you are a residential customer and your Term is more than four (4) months, Base will send your final notice at least thirty (30) days before the end of your Term. If you are a residential customer and your Term is less than four (4) months, Base will provide your final notice at least fifteen (15) days before the end of your Term. If you are a Small Commercial Customer, Base will provide the final notice at least fourteen (14) days before the end of your Term.

If you lease a Battery System from our affiliate, when your Fixed Rate Plan is up for renewal, we will offer you a competitive renewal price. If the all-in renewal price offered by us is more than the all-in price for a comparable plan (meaning fixed price, same term length, time of use, same renewable percentage etc.) being offered by available REPs on [powertochoose.org](http://powertochoose.org) for your zip code, you may notify Base in writing, providing proof of the average market price. If Base can verify the average market price you have provided, Base will try to match the average market price. If Base cannot match the average market price, you will not owe Base's affiliate any



cancellation charge under the battery agreement. If [powertochoose.org](http://powertochoose.org) is not available at the time of the renewal offer, you have the right to request alternative REP offers be used to calculate the average market price.

**Variable Rate Plans.** The Variable Rate in a Variable Rate Plan is provided in your EFL and varies according to the method provided in your EFL.

## ELIGIBILITY

**Satisfactory Credit and Deposits.** Base determines eligibility in compliance with Sections 25.477 and 25.478 of the PUCT Substantive Rules and Section 17.008 of the Texas Utilities Code (which can be found at the links provided above). In determining your eligibility, you consent and agree that Base may request payment history from your previous electric provider(s) within the last two years and/or information from credit reporting agencies.

You can satisfy Base's eligibility requirements if you are a Residential Customer and (1) you have been a customer of any REP or electric utility within the two (2) years prior to your request for electric service from Base; (2) you are not delinquent in payment of any such electric service account; and (3) during the last twelve (12) months of service you were not late in paying your electricity bill more than once.

You can also satisfy Base's eligibility requirements if you are a Residential Customer and one of the following applies: (1) you are sixty five (65) years of age or older and do not have a delinquent balance with your current electric provider; (2) you possess a satisfactory credit rating obtained by Base through a credit reporting agency; (3) you were the customer of an electric provider within the two (2) years prior to the Effective Date, are not delinquent in the payment of any such electric service account and during the last twelve (12) consecutive months of service you were not late in paying a bill more than once; (4) you have been a victim of family violence and provide a certification letter developed by the Texas Council on Family Violence to Base; or (5) you are considered medically indigent (as provided in Section 25.478(a)(3)(E) of the PUCT Rules). Please contact Base for additional information or if one of the above options may apply to you.

The creditworthiness of spouses established during shared electric service in the twelve (12) months prior to a divorce of the spouses will be equally applied to both spouses for the twelve (12) months immediately after their divorce.

If you are a Small Commercial Customer, Base may require that you establish your creditworthiness in one or more of the following ways: (1) establishing that you or a guarantor possess a satisfactory credit rating obtained by Base through a credit reporting agency; (2) providing a letter of credit in an amount to be determined by Base; or (3) providing a corporate guarantee.

If you do not meet Base's eligibility requirements, Base may require you to pay a deposit to establish and maintain satisfactory credit consistent with the Agreement as a condition of providing electric service to you.

After establishing electric service with Base, Base may request that you pay an initial deposit if you were late paying a bill more than once during the last twelve (12) months of service or had your service terminated or disconnected for non-payment during the last twelve (12) months of service. You may be required to pay this initial deposit within ten (10) days after issuance of a written disconnection notice that requests such deposit.

Base may request an additional deposit after you have established electric service with Base if your actual billing of the last twelve (12) months is at least twice the amount of the original average of the estimated annual billing and a termination or disconnection notice has been issued or the account disconnected within the previous twelve (12) months. You may be required to pay this additional deposit within ten (10) days after issuance of a written disconnection notice that requests such deposit.

For a Residential Customer, the total deposit(s) with Base will not exceed one-fifth of your estimated annual billing or the sum of the estimated billings for the next two (2) months. Base may base the estimated annual billing for initial deposit purposes on a reasonable estimate of average usage for the customer class. If Base requests an initial or additional deposit from an existing customer, Base will base the estimated annual billing on your actual



historical usage, if available. After twelve (12) months of service with Base, you may request that we re-calculate the required deposit based on your actual usage. If you are an eligible low-income customer identified by the Low-Income List Administrator (LILA) and are required to pay a deposit greater than \$50, you will be eligible to pay your deposit in two equal installments. You must provide evidence of enrollment in a Texas Health and Human Services (THHS) program.

If Base keeps your deposit for more than thirty (30) days, you will receive interest on your deposit at the annual rate determined by the PUCT. Base will pay interest when your deposit is returned to you, or annually, upon your request.

## BILLS, PAYMENTS AND PAYMENT ASSISTANCE

**Billing and Payment.** The price contained in your EFL is the price that you are agreeing to pay for your electric service. You agree to pay the price contained in your EFL and the amounts due in your monthly bill. Payment is due no later than sixteen (16) days from the date of your bill. Amounts due but not paid by the due date will be subject to a one time penalty of 5.0% of the unpaid amount. You agree to pay all applicable Taxes charged by any governmental entity and included in your invoice. If you default in the payment of amounts due under these TOS, you will pay Base for any and all fees or charges incurred in connection with the collection of unpaid balances including charges incurred by Base in referring your balance to a collection agent for collection, or collecting your outstanding balance through bankruptcy, judicial proceedings or lawsuit, and including reasonable attorneys' fees and expenses.

**Estimated Billing.** If your TDU is unable to read your meter, it will estimate your charges based on your previous usage history, and later adjust it based on actual usage. Base will make corresponding adjustments to your bill. In the event your TDU (or other responsible third party) does not timely provide the data necessary for Base to populate a bill, we may estimate your charges based on your forecasted usage and later adjust same based on your actual usage.

**Consent to Automatic Payments.** By entering into this Agreement, you agree to make all payments required hereunder via automatic payment services, and you authorize Base to automatically charge your credit card or debit card or debit your bank account (as applicable and as selected during the enrollment process or as updated with Base), each month for the amount due on your bill. Your payment will be automatically processed for the amount and on the date provided in your bill. You agree to these automatic payments for each month of the Term as well as for any month-to-month renewal. If your payment information changes at any time during which Base is your REP, you agree that you will notify Base of that change prior to the date your next payment will be processed and update your payment information with Base by calling them at (866) 479-7697 or emailing them at [support@basepowercompany.com](mailto:support@basepowercompany.com) or updating the payment information in your online portal. Base is not responsible for any incorrect or erroneous charges or debits. Base will fix any errors when they are brought to Base's attention.

**Non-Recurring Charges.** Base reserves the right to charge the following non-recurring charges which you agree to pay: (1) a one-time late payment charge in the amount of five percent (5%) of the past due amount; (2) an insufficient funds fee of up to \$25.00 for each instance where Base attempts to process payment and the account provided has insufficient funds to complete the transaction; (3) a disconnection transaction fee of \$25.00 if Base requests disconnection of your electric service with Base as provided in this Agreement even if your electric service is not ultimately disconnected; and (4) a disconnection notice fee of \$25.00 each time Base sends you a disconnection notice as provided in this Agreement even if your electric services is not ultimately disconnected.

**Battery Charging Credit for Eligible Customers.** If you have entered an agreement to lease a battery system from our affiliate, Base Power Assets 1, LLC (the "Battery Agreement"), during the time such battery system is installed and is operating, so long as you are (i) not past due in payment of any monthly invoice or other charges under this TOS or the Battery Agreement and (ii) on a Battery Charging Credit eligible plan (as determined by Base), on a monthly basis we will credit your account for



any electricity used to charge the battery system in that month (the "Battery Charging Credit"). The Battery Charging Credit value per kilowatt-hour (kWh) is equal to the Energy Rate plus TDU Delivery Charge as reflected on your EFL, and the Battery Charging Credit shall be calculated by multiplying the Battery Charging Credit value x kWh quantity, where "kWh quantity" is equal to that amount of energy consumption at your meter in any given month that is attributable to charging the battery system, as determined by Base, using a combination of monthly meter reading and/or Smart Meter Texas (SMT) interval data received from the TDU or the telemetry data received by Base from the battery.

In the event that the meter reading data for a given period is unavailable for any reason, your TDU and/or Base will estimate the kWh quantity attributable to charging the battery system, issue your Battery Charging Credit based on the estimate, and subsequently true-up the Battery Charging Credit when the actual kWh quantity is available. Any changes to the total price you pay for energy that are made in accordance with the EFL and/or to the TOS for your electricity service including but not limited to those due to an increase in the fixed or volumetric charges assessed by the TDU and/or ERCOT will not result in a change in the Battery Charging Credit value. In the event that the application of the Battery Charging Credit to your monthly invoice in any given month results in a negative dollar amount owed by you to Base, the Battery Charging Credit will be applied to your subsequent invoice. Upon expiration or termination of this Agreement you agree that any Battery Charging Credits that exist as of the date of the termination or expiration will first be applied to any outstanding amounts owed by you to Base, and any remaining Battery Charging Credit amount shall be forfeited by you.

**Solar Buyback Program for Eligible Customers.** If you own or lease solar panels or other similar solar facilities, subject to Base approval, on the premises being provided service by Base you may request participation in the Solar Buyback Program offered by Base. To request participation please email [support@basepowercompany.com](mailto:support@basepowercompany.com). To be eligible you must (i) live in an area that is open to retail customer choice; (ii) live in an area served by Base; (iii) provide Base proof of an interconnection agreement with the

distribution service provider for your area; (iv) have a smart meter installed in your home at the time this Agreement becomes effective; and (v) have a signed Battery Agreement with Base Power Assets 1, LLC. Base will provide credits to your future bills for excess solar energy produced by your on-site solar panels or other solar facilities, equal to the maximum of the wholesale settlement price of energy (or zero, whichever is greater) on a per kWh basis plus any additional margin noted in your EFL.

Base will provide bill credits on future bills, not direct monetary compensation, to offset the cost of your own energy consumption. Excess power from your solar panels or other similar solar facilities will be exported to the grid, or stored in the onsite battery leased as a part of the Battery Agreement. This will minimize your consumption and offset your bills via bill credits. Bill credits will be provided to you on the next bill issued at least thirty (30) days from the day energy produced by the solar panels or other similar solar facilities was transferred to Base. Base reserves the right to cancel your participation in the Solar Buyback Program for any reason and at any time. In the event that you terminate your Base contract early, excess credits greater than \$50 will be paid out to you at a rate equal to the wholesale settlement price of energy, or zero, whichever is greater at the time of termination.

**Bill Programs and Assistance.** Base offers different payment options and payment assistance arrangements depending on your circumstances. Additionally, you may be eligible for a deferred payment plan or level billing as described below. For more information, please call or email Base.

Low-income customers whose name appears on their electric bill and who are using SNAP or Medicaid may be eligible for other payment assistance benefits. To apply for SNAP or Medicaid contact your local Texas Department of Health and Human Services office or <https://hhs.texas.gov>. For information concerning bill assistance programs that may be able to help you, go to the Texas Department of Housing and Community Affairs website under Energy Assistance at <http://www.tdhca.state.tx.us/ea/index.htm>.



**Deferred Payment Plan.** When certain eligibility requirements are met, Base offers a deferred payment plan to assist customers who have difficulty paying their bill. If you are eligible for a deferred payment plan, we will ask that you pay no more than fifty percent (50%) of the amount due up front and split the remaining payments in equal amounts over no more than five (5) billing cycles. A deferred payment plan is not a reduction in your total amount due, but allows you to pay your outstanding balance over an extended period of time. If you wish to establish a deferred payment plan, contact Base. Base will confirm the details of the plan to you in writing. In order to be eligible for a deferred payment plan, we may require that you agree for a switch-hold to be placed on your account. If a switch-hold is placed on your account, you will not be able to switch retail electric providers until the switch-hold is removed. The switch-hold will be removed when your full deferred balance is paid and credited.

**Level Billing.** Base offers a level billing plan. If you are not past due in any payment to Base you may enroll at any time. Base's level billing plan is based on your historical usage and is aimed at leveling out your energy payments over a twelve (12) month period. If you choose to be billed on Base's level billing plan, Base will calculate your monthly payment annually by using your usage from the prior year. Base will calculate the difference in actual charges and the monthly level billing amount and apply any difference to your next year's level billing payment amount.

Base may terminate your participation in its level billing plan for any of the following reasons: (1) sending you two (2) or more disconnection notices in any twelve (12) month period; (2) disconnecting your service for non-payment; or (3) return of any of your payments for insufficient funds. If your participation in level billing is terminated at any time, the difference between your actual usage and the amount paid to date will appear on your next bill and be due at the same time as your next bill.

You may additionally be eligible for a level billing plan even if you are delinquent in payment to Base, if you are unable to pay your invoice during certain months of the year, and if you agree for a switch-hold to be placed on your account. In this instance, the switch-hold will be removed

from your account if your deferred amount is paid and credited in full or you have made twelve (12) consecutive payments with no more than one late payment. If you are disconnected while a switch-hold exists on your account, you will be required to pay the entire amount due to Base in order to resume your electric service with Base or another REP.

**Demand Charge for Small Commercial Customers.** Demand charges are assessed by your TDU for the delivery of electricity to your business. The demand charge is set by the PUCT and is passed through to you by Base on your bill.

### CRITICAL CARE AND CHRONIC CONDITION RESIDENTIAL CUSTOMERS

If a person who permanently resides in the home where Base is providing electric energy, is dependent on an electric-powered medical device to sustain life, or has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition, then you may qualify to be designated as a Critical Care or Chronic Condition Residential Customer. To be considered for either designation a physician must send your TDU the PUCT approved form. Your TDU will notify you of that status of your designation. The TDU will also notify Base of your status. If you have any questions about the process please contact Base for additional information. Being designated as a Critical Care or Chronic Condition Residential Customer does not relieve you of your payment obligations to Base under this Agreement.

### CONTRACT TERMINATION AND DEFAULT RENEWAL PLAN

If, at the end of your Term you have not either enrolled in another plan offered by Base or switched to a new REP, you will default to Base's Default Renewal Plan. The Default Renewal Plan is a month-to-month Variable Price Plan that you may choose to cancel anytime without a fee.



The price of the Default Renewal Plan will vary from month-to-month and you will receive an EFL each month which will show your rate for the entire month. You will receive the EFL for the Default Renewal Plan at least fourteen (14) days prior to the end of your Term (which EFL may be included in the final notice that your Fixed Rate Plan is expiring).

You may terminate service in this Agreement, without penalty, if you move to another premises and you provide Base satisfactory evidence that you have moved and no longer reside at the premise Base is providing service to. You must further provide a forwarding address as a part of termination of service to avoid penalty.

### DISCONNECTION

BASE MAY DISCONNECT YOUR ELECTRIC SERVICE FOR NON-PAYMENT AFTER PROVIDING YOU A WRITTEN DISCONNECTION NOTICE AT LEAST TEN (10) DAYS PRIOR TO THE DISCONNECTION DATE. Under certain circumstances, Base may disconnect your electric service without prior notice, including instances where a known danger exists at your service address, where there has been tampering with the equipment of the TDU or where there is evidence of theft of service.

### BASE USE OF CUSTOMER INFORMATION

You acknowledge that Base needs access to certain information in order to provide you with electric energy and other services under the Agreement. This information includes historical usage, address, account number, telephone number, email, and other similar information. You agree that Base may need to share your information with third parties. You hereby authorize Base to provide such information to its affiliates, vendors and other third parties that need to know such information in order for Base to provide the goods and services under this Agreement. You also expressly authorize Base to share your information with any broker or aggregator who may be working for or with you concerning your electric energy needs. Base is also specifically permitted to share your information including current and historical usage,

address, account number, telephone number, email, and other similar information with Base Power Assets 1, LLC.

### NON-DISCRIMINATION

Base does not deny service or require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, location in an economically distressed geographic area, or qualification for low income energy efficiency services. Further, Base will not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less for residential customers.

### COMPLAINTS AND DISPUTES

We are here to help. Please contact us if you have any questions, concerns or complaints. If we are unable to resolve your complaint, you agree to pay all undisputed portions of your bill. You have the right to contest any disputed portion of your bill with the Public Utility Commission of Texas through their customer complaint process, but must pay any undisputed amount. For more information about the complaint process see your YRAC.

### ELECTRONIC NOTICES

To the fullest extent allowed by the PUCT Rules (a link to these rules is provided above), you agree to receive all communications from Base electronically to the email address that you provided during enrollment. If you change your email address at any time during the term you agree to promptly notify Base of the change by emailing us at [support@basepowercompany.com](mailto:support@basepowercompany.com) or changing it directly in your online account.

### ADDITIONAL LEGAL TERMS

**LIMITATION OF LIABILITY.** BASE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND OTHER THAN DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, SPECIAL, INDIRECT OR



OTHER FORMS OF DAMAGES, SUCH AS LOST PROFITS, LOSS OF USE OF EQUIPMENT OR SERVICES, ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR TORT OR OTHERWISE, REGARDLESS OF WHETHER BASE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

**DISCLAIMER OF WARRANTIES.** IF YOU ARE ENROLLED IN A RENEWABLE PRODUCT WITH BASE, YOUR PURCHASE SUPPORTS RENEWABLE ENERGY IN THE STATE OF TEXAS. WHILE THE ELECTRICITY THAT IS DELIVERED TO YOUR ADDRESS BY YOUR TDU IS NOT GUARANTEED TO BE RENEWABLE, BASE WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS ("RECS") WILL BE RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT AS PROVIDED IN YOUR EFL. BASE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT AND BASE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Taxes.** You are responsible to pay any and all federal, state, and local taxes, fees, assessments, governmental charges incurred by you or Base due to your purchase of electricity from Base.

**Entire Agreement.** These TOS as well as the YRAC, EFL and Enrollment Authorization/Verification constitute the entire agreement between the Parties with respect to the subject matter contained herein and therein and supersede any and all prior agreements, arrangements, proposals or representations whether written or oral, made between the Parties relating to the subject matter.

**Severability.** Any provision of the Agreement that is deemed void, prohibited or unenforceable in any jurisdiction by any applicable authority shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Governing law.** The Agreement, and all the rights and duties of the Parties relating in any way to the subject matter of the Agreement or the transactions contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of Texas (excluding its conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction).

**Assignment.** The Agreement cannot be assigned by Customer, but it can be assigned by Base.

