

TREEGUARD ASSURANCE AGREEMENT

FINAL 12.20.18

The TreeGuard Assurance program (the "Program") is being offered and administered by DTE Electric Company ("DTE Electric"), a DTE Energy Company, to qualified DTE Electric residential customers. As used in this TreeGuard Assurance agreement (the "Contract"), the terms "we", "us" and "our" shall mean DTE Electric. "Customer", "You" and "your" shall mean the qualified DTE Electric residential customer who enrolls in the Program. "Service" shall mean the TreeGuard Assurance program. "Covered Services" shall mean all items, specified herein, that are eligible for repair or replacement under the terms of the Program. "Property" shall mean the residential property identified in the qualified DTE Electric customer's utility service agreement.

TreeGuard Assurance Coverage

The Program is only available for qualified DTE Electric customers who own and occupy single-family residential dwellings.

ELIGIBILITY REQUIREMENTS:

1. Eligible Property must be located within the DTE Electric utility service territory and must have an active DTE Electric utility service agreement in order to participate.
2. Program pricing is calculated per service line. If more than one service line is present on your Property, the program pricing will apply to each service line.
3. Program pricing is subject to change at any time. Some Program promotions and service offers may be available for new enrollments only, and/or may only be available in select service areas. Any promotion or service may be subject to change or termination at the sole discretion of DTE Electric.
4. Program eligibility requirements, coverage and available services may vary and may change from time to time.

Plan Coverage

1. Coverage is subject to the limitations and conditions as specified in this Contract, which DTE Electric, in its sole discretion, may modify from time to time. Please read these terms and conditions carefully, and then keep them for reference.

2. Term of coverage definitions:

- a) Effective Date is the date DTE Electric enrolls the Customer in the TreeGuard Program.
- b) Anniversary Date is annual recurrence of the Effective Date.
- c) Covered Services provided under this Program will begin fifteen (15) days after the Effective Date.
- d) Contract Year is the period beginning on the Effective Date and will continue for one year (365 days).

- e) The term of your coverage will begin fifteen (15) days after your “Effective Date” and will continue for one (1) year (Contract Year).
- f) Your coverage under this Program will automatically renew on a monthly basis after your initial Contract Year is complete.
- g) Service is the Program covered tree trimming and/or removal as specified herein.

3. Your coverage will remain in effect only by keeping your payments up to date. This includes payments for any other services or goods owed to DTE Electric and/or its affiliates. If you are delinquent in these payments, service under this Program will be denied and/or the Contract terminated at DTE Electric’s discretion without notice.

Covered Services

If your electric utility service experiences an outage due to a tree (i.e. branch or fallen tree) contacting the service line (the power line between the electric pole and your house), as part of this Program, we will complete necessary trimming and removal of all branches or downed trees directly associated with your service outage. Low voltage events (i.e., 113 volts or lower as measured at your meter) or momentary interruptions of 5 minutes or less are not covered as a part of this Program. To prevent future outages, we may also trim and/or remove vegetation within a radius of up to five (5) feet around the service line. If necessary, in DTE Electric’s sole discretion, tree removal up to the stump may be completed. Stump removal and/or stump grinding is not covered under the Program and will remain your responsibility. Services will only be provided to trees and branches located on your Property.

At appropriate times, wound sealant (i.e. painting of tree cuts) will be applied in an attempt to prevent future harm to the tree.

Request for Covered Services

To request Service, call 844-269-5565 or visit the DTE Energy website at dteenergy.com/treeguard within 30 days of the service line outage. Upon request, DTE Electric will arrange for an authorized contractor to provide Covered Services in accordance with the terms and conditions as set forth herein. **Covered Services will be completed within fifteen (15) business days following our receipt of your request.** The request for Services must be received during the Contract Year.

Limitations of Covered Services

Program coverage is limited to \$1,000 per claim, up to two claims annually. We will pay for Covered Services up to \$1,000 (2 times per year), materials and labor inclusive, during each calendar year following the Effective Date, provided that the request is made during the term of this Contract and you have paid for the Service in accordance with the terms of this Contract.

The Service does not cover services required as a result of misuse, abuse, tampering, theft, or vandalism. The decision that Services are not covered for any of these reasons rests solely with us.

Noncovered items

Stump removal and/or stump grinding is not covered under the Program and will remain your responsibility. We will not be responsible for the removal of any diseased wood, or for trees or branches that fall on the roof of any structure located on the Property. DTE Electric is not required to cut down standing trees greater than 10 inches in diameter under this Program. We may, in our sole discretion, use protective wire guards where appropriate. We are providing Service only in the capacity of trimming and/or removing trees and other vegetation. **Any damage to Customer property (e.g., riser, meter enclosure, weatherhead, etc.) will not be repaired or replaced under this Program. No replanting of trees or other vegetation will occur under this Program.**

Access

As part of this Program, you agree to provide DTE Electric or its authorized contractor access to the Property so that Services may be provided. The area must be made safe for authorized contractor. All pets must be kept in a secure location so as not to interfere with the completion of the Services.

Termination and/or Transfer of Service

Termination by you

You may cancel this Service by contacting us within 15 days of the Effective Date and receive a full refund or credit to your account for any fees actually paid.

1. Termination prior to the expiration of the Initial Enrollment Period. If you choose to terminate Services during the initial enrollment period, all monthly premiums for any months remaining under the Initial Enrollment Term will become immediately due and payable. *Example: Your Effective Date is January 1. You pay the \$9.99 fee for January through June on the first of each month and you then terminate the Contract June 30th. The premiums for July through December will become immediately due and payable.*
2. Termination following the Initial Enrollment Period (365 days). If you decide to cancel following the Initial Enrollment Period, termination will be effective immediately.

Termination by us

We reserve the right to discontinue the Service or modify the terms and conditions for the Service at any time for any reason upon written notice to you. If your account for the Services becomes 90 days past due, we will immediately terminate Services. If the Services are terminated by us due to non-payment during the Initial Enrollment Period, all monthly premiums for any remaining months in the Initial Enrollment Period will become immediately due and payable.

Program Transfer

If you set up electric utility service at a new single family residence within our service territory, you need to contact us in order to transfer the Program to your new service address. If you move, this Program

will not transfer to the new owners or tenants of the Property. A Customer may not assign this Contract or any of its rights hereunder.

Claims

You must contact us directly for all Covered Service requests within 30 days of the service line outage. When you request Service under this Contract, one of our authorized contractors will come out within 15 business days. **The 15-business-day response time is not guaranteed during or after extreme weather, earthquake, fire, floods or other acts of God. We will NOT pay for any work performed by tree trim contractors who are not dispatched by us.**

For any Covered Services up to the \$1,000 per claim up to 2 claims annually limit, there will be no additional charge to you. We will pay the authorized contractor for the Covered Services up to the limits specified under the "Limits of Covered Services" section.

Billing, Payment and Late Fees

Billing

All charges for this Program will be included in your monthly utility bill as a separate line item.

Payment

Your first payment for this Program will be confirmation of and constitutes your acceptance of these terms and conditions, including your consent (per the Privacy Law provision as stated in this Contract) to release your name, address, phone number, account number and any amounts you pay or owe under this Program to our authorized contractors. Your failure to make payment by the due date may result in termination of the Contract and any Services provided for under this Program and may require you to pay the fees and amounts described under "Termination and/or Transfer of Service" above.

How we apply your payment

For electric service customers, our regulated payment application process applies past-due payments first to past-due regulated charges (including electric service and natural gas), then to past-due voluntary program charges (such as this Program). Once those are paid in full, the remaining payment is applied to your current regulated charges and then to your current voluntary program charges. Therefore, to ensure continuous service and protection, you must pay in full and on time. Please note your electric services may not be terminated for failure to pay non-regulated charges.

The Customer authorizes DTE Energy to use any data associated with the Customer Accounts residing in any DTE Energy files, systems or databases for the purpose of offering and providing energy related products or services to the Customer. DTE Energy will provide this data on a nondiscriminatory basis to any other person or entity upon the Customer's authorization.

Indemnification, Warranty and Limits of Liability

Indemnification

Customer covenants and agrees that they shall defend, indemnify and hold DTE Electric and any of its authorized contractors and their parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and insurers harmless from and against any and all liability for claims, loss, damage to any personal or real property or injury (including emotional) or death to any persons.

Limitation of Liability

1. DTE Electric and its authorized contractors will not be responsible for direct damage, consequential damages, indirect losses or injuries caused by defects in parts, materials or service provided hereunder, delays, failure to service, unavailability of parts or labor, and any condition beyond reasonable control.
2. DTE Electric shall not be liable to the customer for failure to perform obligations under this Contract due to any acts of God, strikes, lockouts, acts of the public enemy, lightning, fires, floods, explosions, breakage or accident to machinery, the malfunction of any computer systems (hardware or software) or equipment containing embedded systems of DTE Electric or any provider upon which DTE Electric relies, the binding order of any court or governmental authority, or any other cause outside the reasonable control of DTE Electric.
3. DTE Electric reserves the right to assign its rights and obligations to another party.
4. This Program does not cover any labor, materials or parts required as a result of abuse, vandalism, **electric power outage or surge not caused by tree interference with your service line**, pest damage, tampering or unauthorized alteration or any other abnormal conditions. Services will not be performed in areas where safety or health hazards exist until the hazard has been eliminated by the Customer and at the Customer's sole expense.
5. DTE Electric may cancel this contract at any time, with or without cause.
6. This Program is not regulated by the Michigan Public Service Commission.
7. **This contract constitutes the entire understanding between the parties with respect to the subject matter of this contract and supersedes any prior discussions, negotiations, agreements, writings and understandings.**

Nonwaiver and Governing Law

Our i) failure to insist on performance of any of the terms and conditions herein; ii) failure to exercise any right or privilege; or iii) waiver of any breach of this Contract shall not thereafter waive any of our rights or privileges under this Contract or at law. Any waiver of any specific breach shall be effective only if given expressly by us to you in writing. This Contract shall be governed by and construed in accordance

with the laws of the state of Michigan, as if performed wholly within the state and without giving effect to the principles of conflict of laws.

Privacy Law

Your enrollment in this Program means that you are knowingly consenting to and authorizing DTE Electric to release and share your name, address, phone number, account number and amounts you pay or owe for the Service provided under this Program with our authorized contractors, in order to provide Service to you.

For more information about all the powerful ways DTE Electric can help you, please visit dteenergy.com or call 800.477.4747.

Customers who enroll in this Program will not receive preferential or special treatment from their utility company and Customers are not required to buy it in order to receive safe, reliable electric service.