Below are the Terms and Conditions for the TXU Energy Battery Rewards program (the "Program"). This Program is available for TXU Energy residential customers with a solar connected battery system (a "Battery") that meets certain Program eligibility requirements.

1. Eligibility

Prospective participants must meet the following eligibility criteria to be and remain eligible for participation in the Program:

- Be a TXU Energy commodity customer in good standing with no past due balances, no active deferred payment plan or any other payment arrangements with TXU Energy.
- Must have a Battery that can (a) conform to Program requirements, (b) be from a list of approved Battery manufacturers which can be found on our Program website txu.com/batteryrewards, and (c) must be authorized to participate by your Battery manufacturer.
- Must own your eligible Battery or have written permission from the third-party owner to enroll into grid programs such as this Program.
- Have an active/signed interconnection agreement with your local Transmission and Distribution Utility (TDU) to connect your solar and Battery system to the grid.
- Be located in an Electricity Reliability Council of Texas (ERCOT) load zone in which the Program has been approved or is seeking approval by ERCOT and the local TDU to participate in as an aggregated distributed energy resource.
- Maintain an internet connection to your Battery,
- Maintain your Battery's reserve capacity at 20% and participate in at least 90% of all called Dispatch events,
- Agree to the Program Terms and Conditions detailed herein.

2. Program Term

The term of the Program begins from the date you opt-in and accept these Terms and Conditions until (a) the Program is terminated by TXU Energy (b) you unenroll from the Program as outlined in Section 8 or (c) you are removed from the Program for non-compliance due to failing to maintain eligibility per Section 1. While the Program is active, you will earn rewards on a reoccurring basis in accordance with Section 5.

If the Program is terminated or your participation in the Program is terminated, you will receive notification from TXU Energy via email and TXU Energy will cease controlling your Battery.

3. Enrollment

By signing this Terms and Conditions form, you have indicated your interest to enroll in the Program. TXU Energy will verify if you meet all Program eligibility requirements at the completion of the enrollment process and will notify you via email to confirm your acceptance in the Program. Enrollment verification may take up to 1 week.

4. Participation

As a participant, TXU Energy will monitor, control and dispatch your Battery in support of the Texas power grid as TXU Energy deems it necessary. TXU Energy will instruct your Battery to send stored energy to your home to serve your electric consumption with any excess energy being directed to the local grid ("Dispatch"). Your Battery may be Dispatched for up to two hours per day at any time throughout your participation in the Program. Between Dispatch events, your Battery will charge up from your solar panels and sit idle until the next Dispatch event or a local power outage requires your Battery capacity to support your home energy needs. During this time any available solar energy not being used to charge your Battery will be allocated according to your original system settings or your TXUE electric plan. Your Battery will not send any power to the grid during an outage.

Your Battery will be programmed to reserve 20% of your overall capacity to power your home in case of an outage or for personal use.

The Program requires a data connection to your Battery. You must provide this connection, at your sole expense and responsibility. We are not responsible for the availability of this connection or liable for any consequences that may result from the unavailability or quality of such connection.

5. Rewards Payment

You will receive $150 from TXU Energy every 6 months for your participation in the Program starting on the date of your enrollment or until TXU Energy makes changes to the incentive according to the terms below. Your first $150 prepaid reward card will be issued within 4

weeks after you enroll in the Program. Once issued, your prepaid card will take up to 6 weeks to be delivered and will come either by mail or email at TXU Energy's sole discretion.

TXU Energy may make changes to Program rewards and incentives from time to time including any time after your enrollment. TXU Energy will notify you via email at least 14 days before any material changes to Program rewards and incentives are applied to you.

For current incentives, please check txu.com/batteryrewards.

6. Limitation of Liability

You understand and agree that TXU Energy is not the manufacturer of the equipment under consideration in this Program and will not be responsible for any damage caused by said equipment, and you voluntarily assume full responsibility for any risks of loss, property damage or personal injury resulting from the equipment. The services including but not limited to the reward payments provided by TXU Energy in exchange for your participation in the Program ARE PROVIDED "AS IS," AND "AS AVAILABLE". TXU Energy makes no representations or warranties with respect to the equipment and TXU Energy expressly disclaims all warranties, express or implied, with respect to the equipment and services, including merchantability, conformity to models or samples and fitness for a particular purpose. You understand that TXU Energy is not liable for increased degradation, if any, to your Battery resulting from your participation in the Program. You also understand and acknowledge that as a result of this Program, your Battery may not be fully charged during a power outage and you may lose power to your home until service is restored.

As a condition to your participation in the Program addressed under these Terms and Conditions, you hereby (a) assume any and all risk of and liability for losses, damages, personal injury and/or death which may be suffered or sustained by participating in the Program, (b) on behalf of the yourself, your heirs, executors, administrators, personal representatives, and administrators (collectively, the "Participant Group"), remise, release, and forever quitclaim and discharge TXU Energy, its affiliated and associated companies, their successors and their past, present and future agents, employees, officers, directors and shareholders, (collectively, the "TXU Energy Group") from and against any and all claims, known or unknown, and liability whatsoever for any loss, personal injury (including death) or property damage which the Participant Group have, or can or might have, as the result of any losses, property damage, personal injuries and/or death which may be suffered by you while participating in the Program ("Claims"), and (c) indemnifies and holds harmless the TXU Energy Group from all such Claims. These obligations shall survive the termination of this agreement.

7. Privacy and Data Sharing

Participating in this Program means you expressly consent to TXU Energy sharing your account and system operational data as appropriate to administer the Program. This data includes but is not limited to data related to your identity, your energy usage and/or energy production, your electric bill, and operational data about your solar and Battery system. Participating in this Program means you expressly consent to TXU Energy sending you emails, text messages and calls to your home wireless or work number as well as other notifications related to the Program by a live person or automated service to the extent allowed by law. You may incur fees for calls and messages from your telecommunications provider for these communications. If you continue to participate in the Program, you will not be able to opt-out of receiving these communications without opting out of the Program entirely. Participating in this Program means you expressly consent to TXU Energy summarizing the results of the Program in publicly-available studies, provided that any Program data included in such studies will be anonymous such that you are not individually identifiable.

Any Program data made available to you via Battery manufacturer app or user interface is solely for your internal/personal use, and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or access to this Program data. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers.” You agree not to modify the Program data, or any part thereof, in any manner or form, nor to use modified versions of the Program data for the purpose of obtaining unauthorized access to it. No commercial use or redistribution of any Program data is permitted.

8. Unenrollment

At any time during the Program, if you wish to stop participating, you can unenroll by emailing batteryrewards@txu.com. It may take up to two weeks for TXU Energy to process your unenrollment. Once your unenrollment is confirmed, you will no longer receive reward payments from TXU Energy.

There will be no early termination fee for unenrolling from the Program for either voluntarily leaving or being removed because you no longer meet the eligibility requirements.

9. Disqualifications

TXU Energy may terminate your participation in the Program at any time and without liability upon notice to you via email if you violate these Program Terms and Conditions or applicable law or if you do not comply with any reasonable request from TXU Energy in connection with the obligations of the Program. Disqualification from the Program will not affect any payment obligation you may have for your electricity services with TXU Energy.

10. Proprietary Rights

TXU Energy owns and retains, solely and exclusively, all rights, title, and interest in all processes, content, and documentation that is available through the Program (the "Materials"). Without limiting the preceding sentence, TXU Energy owns these Materials as well as all individual web pages, components of web pages, and collective works available through the Program.

11. Additional Terms

Participation in this Program will not affect your electricity service with TXU Energy. If you have additional questions about the Program, reach out to our customer support team at batteryrewards@txu.com.

These Terms and Conditions may change from time to time and at the sole discretion of TXU Energy; the date of last revision is identified below. Your continued enrollment in the Program acknowledges changes to the Terms and Conditions which means you accept those changes, so please check back periodically for updates. You will be notified via email if the Program is terminated.

These Terms and Conditions are only for your participation in this Program and do not apply to your TXU Energy electric plan.

12. Contact Information

To ask questions or comment about these Terms and Conditions and our privacy practices, contact us via email at batteryrewards@txu.com.

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