These Terms and Conditions apply to TXU Energy's Virtual Power Plant electricity plans and programs (individually, the "VPP Offering" or collectively, the "VPP Offerings") available only to TXU Energy customers with an eligible backup battery system.

As of the date this document was published, the following VPP Offerings are available:

1) TXU Energy Battery Rewards Program ("Battery Rewards" or the "Program")
2) TXU Energy Battery Saver 60 Plan ("Battery Saver 60" or the "Plan")

The Terms and Conditions in this document apply to all VPP Offerings except where otherwise stated below.

1. Eligibility

Prospective participants must meet the following eligibility criteria to be and remain eligible for participation in the VPP Offerings.

- Agree to the Terms and Conditions detailed herein.
- Own a single-family premise.
- Own or lease a battery that is authorized by your battery manufacturer to participate in the VPP Offerings. Lessees must have written permission from the third-party owner to enroll on a specific VPP Offering.
- Have solar panels that are connected to your battery.
- Have an active/signed interconnection agreement with your local Transmission and Distribution Utility (TDU) to connect your solar panels and battery to the grid.
- Be located in an Electricity Reliability Council of Texas (ERCOT) competitive choice market.

For Battery Rewards Customers Only:

- Have a battery from a battery manufacturer listed on the Program landing page. For the current list of battery manufacturers, please visit txu.com/batteryrewards.
- 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.
- Maintain an internet connection to your battery.
- Maintain your battery's reserve capacity threshold at 20%.
- Participate in at least 90% of all called Dispatch Events as defined below in Section 5.

For Battery Saver 60 Customers Only:

- Have a battery or batteries from Enphase of a size that equals at least 7 kW and 10 kWh.

2. Term

For Battery Rewards Customers Only:

- 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 6, 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 Battery Rewards on a reoccurring basis in accordance with Section 4.
- 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.

For Battery Saver 60 Customers Only:

- The term of the Plan is detailed in your Electricity Facts Label ("EFL").

3. Enrollment

- By signing this Terms and Conditions form located on the TXU Energy battery enrollment portal ("VPP Platform"), you have indicated your agreement to enroll your battery on a VPP Offering.
- TXU Energy will verify if you meet all eligibility requirements at the completion of the enrollment process on the VPP Platform and will notify you via email to confirm your acceptance in a VPP Offering.
- Enrollment verification may take up to 1 week.

4. Participation

- As a participant, TXU Energy will monitor, control, charge, and discharge your battery to reduce your home load and support the Texas power grid. TXU Energy may discharge your battery up to 2 hours per day at any time throughout your participation on a VPP Offering ("Dispatch Event").

- During Dispatch Events, TXU Energy will instruct your battery to first send stored energy to your home to serve your electric consumption with any remaining energy being sent to the local grid. 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. For customers on a solar buyback plan, this could impact the amount of buyback credits received throughout the year. 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 TXU Energy electricity plan. Your battery will not send any power to the grid during a power outage.
- Your battery will be programmed to reserve 20% of your overall capacity to power your home in case of a power outage or for personal use.
- TXU Energy 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. Incentive

For Battery Rewards Customers Only:

- You will receive $150 from TXU Energy every 6 months for your participation ("Battery Reward") starting on the date of your enrollment or until TXU Energy makes changes to the incentive according to the terms below.
- Your first Battery Incentive will be issued within 4 weeks after you enroll.
- Once issued, your prepaid card will take up to 6 weeks to be delivered and will come either by mail or email.
- TXU Energy may make changes to the Battery Reward amount from time to time, including any time after your enrollment. If TXU Energy reduces the Battery Reward amount, we will notify you via email at least 14 days before this change is made. For the current Battery Reward amount, please visit txu.com/batteryrewards.

For Battery Saver 60 Customers Only:

- You'll receive a monthly battery credit per battery ("Battery Credit"), the amount of which will be outlined in your plan EFL, for the term of the Plan for a maximum of 3 batteries. See Section 1 for the definition of what constitutes a single battery.
- You'll receive your first monthly Battery Credit on the first full billing cycle after you've enrolled your battery on the Plan.

- If you do not connect your battery to our VPP Platform, you will not receive a Battery Credit on your monthly TXU Energy electric bill. Additionally, your Battery Credit for any billing month may be suspended at the sole discretion of TXU Energy if your battery is disconnected from home internet, stops working for any reason, or your capacity reserved for personal use is increased above 20%. Your Battery Credits will remain suspended until the applicable issue is corrected.

6. Cancellation

For Battery Rewards Customers Only:

- At any time during the term of the Program, if you wish to stop participating, you can unenroll by emailing batteryrewards@txu.com.
- It may take up to 2 weeks for TXU Energy to process your unenrollment request.
- Once your unenrollment is confirmed, you will no longer receive Battery Rewards from TXU Energy, but you will remain on your TXU Energy electricity plan.
- 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.

For Battery Saver 60 Customers Only:

- To unenroll your battery, you must cancel your Plan by calling TXU Energy customer service and speaking to an agent or utilizing the plan cancellation function in TXU MyAccount.
- Plans cancelled during the contract term will be subject to an early termination fee as outlined in your EFL.

7. Disqualifications

For Battery Rewards Only:

- TXU Energy may terminate your participation in the Program or your Battery Reward at any time and without liability upon notice to you via email if you violate these Terms and Conditions associated with the Program 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.

8. Limitation of Liability

- You understand and agree that TXU Energy is not the manufacturer of the equipment under consideration in the VPP Offerings 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 VPP Offerings 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 VPP Offerings. You also understand and acknowledge that as a result of the VPP Offerings, 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 VPP Offerings 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 VPP Offerings, (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 VPP Offerings ("Claims"), and (c) indemnifies and holds harmless the TXU Energy Group from all such Claims. These obligations shall survive the termination of this agreement.

9. Privacy and Data Sharing

- To administer the VPP Offerings, TXU Energy collects and uses the following information: (a) account and contract information; (b) electricity usage, production

and billing data; and (c) operational data from your solar and Battery system, including state of charge, charge/discharge history, reserve settings, system capacity, device identifiers, and premise address (collectively, "VPP Data"). TXU Energy will use and share VPP Data only to enroll you, operate and dispatch your battery, calculate and pay incentives, and comply with legal and regulatory obligations. The VPP Offerings are also governed by the TXU Energy Privacy Notice. Please read the TXU Energy Privacy Notice before enrollment in a VPP Offering.

- You agree that TXU Energy may contact you by email, text message, and phone, including through automated technology, at the number(s) you provide, for informational and service-related purposes related to the VPP Offerings, such as enrollment confirmations, Dispatch Event notices, incentive or Battery Credit notices, and changes to these Terms and Conditions. Message and data rates may apply. You may opt out of text messages at any time by replying STOP, and of emails and calls by calling customer service at 866-278-4898. When calling, tell the customer service agent you'd like to opt out of VPP Offering calls, texts, or emails. Opting out will not affect your enrollment, but you may not receive time-sensitive Program notices. When calling, tell the agent you'd like to opt out of VPP Offering calls, texts, or emails. Participating in the VPP Offerings means you expressly consent to TXU Energy and its service providers summarizing the results of the VPP Offerings in publicly-available studies, provided that any of the VPP Offerings data included in such studies will be anonymous and de-identified such that you are not individually identifiable.
- Any VPP Offerings 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 the VPP Offerings 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 VPP Offerings data, or any part thereof, in any manner or form, nor to use modified versions of the VPP Offerings data for the purpose of obtaining unauthorized access to it. No commercial use or redistribution of any VPP Offerings data is permitted.

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 VPP Offerings (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 VPP Offerings.

11. Additional Terms

For Battery Rewards Customers Only:

- 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 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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