

Giddy Up Guarantee Terms & Conditions

The Giddy Up Guarantee Program (the "Program") is designed to offer selected customers on an individual case-by-case basis, subsequent to their accepted enrollment in an Energy Texas service plan, a discount ("Discount") to the Energy Charge stated on their service plan's Electricity Facts Label ("EFL"). Under the Program, a Discount may only be given to those Energy Texas customers that (1) we determine in our sole discretion are eligible to receive a Discount and are notified by email of such eligibility, and (2) elect to accept the Discount by logging into their Energy Texas "My Account" within 48 hours of receiving their eligibility email and affirmatively opting-into the Discount by completing all required steps to accept the Discount, which will include among other things acceptance of the Program Terms & Conditions. If you do not receive an email from us stating that you are eligible for a Discount, then you are not eligible. If you do receive an email from us stating that you are eligible for a Discount but fail to timely complete all of the requisite steps to accept the Discount within the timeframe stated above, then such offer and your eligibility to receive such Discount will be deemed expired.

Energy Texas may sometimes be referred to herein as "we," "our" or "us", and an Energy Texas customer may sometimes be referred to herein as "you" or "your". The Program is an independent feature separate from our electricity service plans and the Program Terms & Conditions do not in any way supersede, alter or conflict with the Terms of Service Agreement, Electricity Facts Label, or Your Rights as a Customer documents associated with our customers and their electricity service plans.

Discount Eligibility and Terms

Your eligibility to receive a Discount will be determined at the sole discretion of Energy Texas, which may evaluate your electricity usage profile (as provided by the Electric Reliability Council of Texas (ERCOT)) from time to time in making such determinations. Accordingly, the Discount will only be offered to selected customers on an individual case-by-case basis, and we have no obligation to offer a Discount to all customers or to any customer. We also reserve the right at our sole discretion to terminate your participation in the Program or any Discount thereunder at any time, without notice, or to at any time without notice modify, pause, or terminate the Program or any Discount thereunder.

If you are participating in a Discount under the Program, your Discount is directly associated with your specific electricity service plan and service address in effect when you accepted the Discount ("Current Plan") and your receipt of such Discount will automatically terminate without notice upon the expiration or termination of your Current Plan. For avoidance of doubt and by way of example only, if you are on a fixed rate plan, your Discount will immediately cease when your Current Plan expires, even if you continue as a customer under a roll-over variable plan or a new fixed rate or other plan. If you change your service address or otherwise switch or enroll in a new service plan with us, you will not continue to receive a Discount at your new address. However, you may become eligible to receive a Discount under your new electricity service plan, subject to our determination and subsequent notification by email that you are eligible to receive a Discount under your new plan, and your timely acceptance of such offered Discount.

You must provide and maintain a valid email under your account in order to be notified by email of your eligibility to receive a Discount and to otherwise participate in the Program. We may notify you by email at any time, and on multiple occasions, if we determine you are eligible to receive a Discount at such

time. You are not required to participate in the Program and may opt out of the Program at any time by notifying us through your My Account.

Your Discount if given will appear as a separate line item on your bill for the associated billing cycle. In the event of any conflict or inconsistency, actual or perceived, between the Program Terms & Conditions and any statements contained in our websites, emails, promotional materials or other communications, the terms and conditions of the Program Terms & Conditions shall conclusively control and govern notwithstanding anything to the contrary.

General

IN ADDITION, AND WITHOUT LIMITING ANY OF THE FOREGOING, IN CONSIDERATION FOR YOUR PARTICIPATION IN THE PROGRAM, YOU AGREE (ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR AFFILIATES, HEIRS AND PERMITTED ASSIGNS, IF APPLICABLE) TO INDEMNIFY AND HOLD HARMLESS ENERGY TEXAS AND ITS PARENT COMPANY, SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, ATTORNEYS, OWNERS, SHAREHOLDERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR YOUR ACCEPTANCE, POSSESSION, USE, OR INABILITY TO USE ANY PRODUCT, SERVICE, DISCOUNT OR REWARD OFFERED OR PROVIDED THROUGH OR IN ASSOCIATION WITH THE PROGRAM, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, ECONOMIC INJURY, AND PROPERTY DAMAGE, AND INCLUDING (BUT NOT LIMITED TO) CLAIMS BASED ON PUBLICITY RIGHTS, INVASION OF PRIVACY, DEFAMATION, AND DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, OR TORT. ENERGY TEXAS DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY, RELATED TO ANY SUPPLIER OR RELATING TO OR OCCURRING AT ANY PREMISES OR IN ANY AIRCRAFT OR IN TRANSIT TO AND FROM ANY VENUES. NOR DOES ENERGY TEXAS ASSUME ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY, RELATED TO ANY OTHER CAUSE WHATSOEVER DUE TO DELAYS, CANCELLATIONS DUE TO WEATHER OR MECHANICAL BREAKDOWNS, WAR, ACTS OF GOD OR ACTS OF TERRORISM, ARISING FROM OR IN CONJUNCTION WITH ANY SERVICES, PRODUCTS OR REWARDS PROVIDED OR FAILED TO BE PROVIDED.

EXCEPT AND TO THE EXTENT SPECIFICALLY PROVIDED IN THESE TERMS AND CONDITIONS, THE SERVICES AND PRODUCTS PROVIDED THROUGH THE PROGRAM ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERGY TEXAS DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR ARISING FROM OR IN CONNECTION WITH ANY BREACH OF THESE TERMS AND CONDITIONS.

Rewards of any type may not be redeemed or exchanged for cash and shall not have nor be deemed to have any cash value. All rewards, including without limitation any unclaimed, unused or contingent rewards, and all rights thereto, shall be immediately forfeited upon your ceasing to be a customer of Energy Texas for any reason. All rewards are non-transferable. You may not assign, apply, or otherwise

transfer any Discount or other reward to another person, customer, or account (even if you maintain multiple accounts). All Program notifications, if any, will be made by email or made available through our website unless otherwise determined at our sole discretion. We have no obligation whatsoever to contact or notify you, whether directly or indirectly, regarding your status or any other matter associated with the Program. Unless we otherwise determine, we will not endeavor to send or deliver any communications or notices to you by any means other than email or making same available on our website. Under no circumstances will we be responsible, obligated or liable for sending or delivering, or for not sending or delivering, any notifications or communications to you in connection with the Program. DISCOUNTS AND OTHER PROGRAM AWARDS ARE VOID WHERE PROHIBITED BY LAW. All Federal, state and local laws apply.

The Program may be changed, replaced, assigned or cancelled by us at any time at our sole discretion with or without notice to you. The Program Terms & Conditions may be altered, changed, modified or assigned by us at any time with or without notice to you. Discounts and other rewards available under the Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at our sole discretion with or without notice to you. Your continued participation in the Program shall constitute your acceptance of any and all such changes, replacements, assignments, or terminations.

You understand and agree that it is solely your responsibility to maintain a valid email in your account profile, and you agree that we have no obligations or responsibilities whatsoever in that regard. Your failure to do so will result in your Program account being deemed not in good standing. You expressly agree that we have no obligation or responsibility whatsoever to notify you at any time or in any manner in connection with your status or participation in the Program.

Program rewards may not be combined with or applied to third party products or services. We may assign or delegate any of our rights or responsibilities under the Program to independent contractors or other third parties. We shall not by virtue of any such assignment or delegation be deemed to have waived any of our rights or remedies hereunder or otherwise. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

By participating in the Program, you agree that you have read and understand these Program Terms & Conditions and all of the terms, conditions and provisions contained herein, and will fully comply with and be bound by same. These Program Terms & Conditions shall be governed by the laws of the State of Texas without regard to any conflict or choice of law rules of any jurisdiction. The Federal and state courts located in Harris County, Texas shall have exclusive jurisdiction over any dispute arising hereunder.