

## **Solar Buy-Back Program Terms & Conditions**

Our Solar Buy-Back Program (the “Program”) is designed to offer any Energy Texas (“we”, “our” or “us”) residential customer (“you” or “your”) having a qualifying renewable solar energy generation unit or facility at your home the opportunity to receive a bill credit for excess energy that you deliver to the electric grid during any given billing cycle. Your bill credit amount will be based on the per kWh Energy Charge applicable to your service plan. If your bill credit for any given month exceeds the total dollar amount that you owe to us at such time, then the unused portion of such bill credit may be carried-over and applied to subsequent Energy Texas invoices. In no event, however, may any bill credits or portions thereof be sold, assigned, transferred or redeemed for cash or any other item of value. For avoidance of doubt, bill credits have no cash value or reward value. All unused bill credits shall expire immediately upon your ceasing for any reason to be an active customer of Energy Texas. You may utilize the Program with any of our electricity service plans unless otherwise stated.

In order to participate in the Solar Buy-Back Program: (1) you must have a properly installed, activated and working solar renewable energy generation system (“System”) with a rated output capacity of 50 kW or less; (2) you must have entered into an Interconnection Agreement with your local TDSP, pursuant to which your System has been connected with the ERCOT-operated electric grid; (3) your local TDSP must have installed a properly functioning meter that separately measures the both in-flow of electricity to your home and out-flow of electricity from your home; (4) you must be an active residential electricity customer on a Fixed Term Plan in good standing under a qualifying Energy Texas service plan; and (5) you must have agreed to these Solar Buy-Back Program Terms & Conditions (by electing to join the Program you shall be conclusively deemed to have agreed to these Terms & Conditions).

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 (“EFL”), or Your Rights as a Customer documents associated with our customers and their electricity service plans.

### **Program Specific Agreements, Terms & Conditions**

You hereby agree to sell to us (in exchange for a bill credit) any excess energy delivered by your System to the electric grid. We agree to provide you with a bill credit for such excess energy based upon the kWh out-flow at your home as reported to us by your Transmission and Delivery Service Provider (TDSP). We agree to provide you with a bill credit for such excess energy based upon the kWh out-flow at your home as reported to us by your Transmission and Delivery Service Provider (TDSP). Your bill credit dollar amount for a given billing cycle will equal be equal to the applicable per kWh Energy Charge in effect at such time as provided in your service plan’s EFL multiplied by your out-flow kWh quantity of excess energy.

Qualifying Systems are those which rely exclusively on the sun as an energy source and have a rated capacity of 50 kW or less. We reserve the right to (i) rely upon your representations with regard to your System, (ii) require that you provide us with any and all requested information regarding your System, and (iii) in our sole discretion deny your participation in or otherwise modify the Program if your System has capacity in excess of 50 kW. We also have the right, which right you hereby acknowledge and agree, to contact and share data and other information about your electric usage, service plan, System, and account with your local TDSP and ERCOT. We further reserve the right at any time with or without prior

notice to exclude or remove any of our service plans from eligibility for the Program, to change or modify the Program in any way, or to pause or discontinue (temporarily or permanently) the Program.

**AS A CONDITION TO YOUR PARTICIPATION IN THE PROGRAM, AND WITHOUT LIMITING ANY OTHER RELEASES, INDEMNITIES OR HOLD HARMLESS AGREEMENTS HEREIN, YOU EXPRESSLY AGREE (ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR FAMILY MEMBERS, AGENTS AND ANY THIRD PARTIES) TO RELEASE, 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 ALL LIABILITIES, CLAIMS, DEMANDS, COSTS AND/OR LOSSES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FOR ANY AND ALL PERSONAL INJURIES, PROPERTY DAMAGE, DEATH OR DISABILITY, SUFFERED OR INCURRED BY YOU, YOUR FAMILY MEMBERS, AGENTS OR ANY THIRD PARTIES ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THE INSTALLATION, TESTING, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL, DEFECT OR FAILURE OF YOUR SYSTEM AND/OR RELATED EQUIPMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM AND ALL AGREEMENTS BETWEEN YOU AND US, INCLUDING WITHOUT LIMITATION, THESE PROGRAM TERMS & CONDITIONS.**

Our obligations to buy-back excess energy as described herein and provide you with bill credits with respect to any premises will terminate immediately upon the occurrence of any of the following events: (i) your election by notice to us to terminate your participation in the Plan; (ii) you cease to be an active Energy Texas customer in good standing for any reason; (iii) your account with us is terminated for any reason with regard to the premises at which your System is located; (iii) your service plan with us is not eligible or is no longer eligible for the Program; (iv) the Program is paused or discontinued for any reason. Upon termination of this agreement for any reason, any bill credits on your account will first be applied to any outstanding amounts owed by you to us.

Our purchase of excess energy pursuant to the Program expressly includes any and all rights and interest in and to all renewable energy credits (RECs) and other environmental attributes associated with the excess renewable energy generated and delivered to the electric grid by your System. Accordingly, you represent and warrant to us that there are no other claims to the RECs or other environmental attributes associated with any renewable energy generated by your System.

You agree to designate us as your REC aggregator and to complete all such forms and provide all such information as we may request in connection with such designation, including, without limitation, your completing and signing a Renewable Energy Credit Microgenerator Listing Form ("REC Listing Form"). You represent to us that you are the owner or authorized representative of the owner of your System which has a rated capacity of less than 1 MW operating on the customer's side of the utility meter (and therefore defined as a microgenerator), and agree that we will serve as your REC microgenerator aggregator during the period in which you participate in the Program. These Program Terms & Conditions together with your REC Listing Form constitute the REC management contract between you and us regarding our serving as your REC Aggregator.

Bill credits 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's Terms & Conditions

and any statements contained in our websites, emails, promotional materials or other communications, the terms and conditions of the Program's 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 HEREBY EXPRESSLY AGREE (ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR AFFILIATES, HEIRS AND PERMITTED ASSIGNS, IF APPLICABLE) TO RELEASE, 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, BILL CREDIT 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. THE PROVISIONS OF THIS PARAGRAPH AND THE FOLLOWING PARAGRAPH SHALL SURVIVE THE TERMINATION OF ALL AGREEMENTS BETWEEN YOU AND USE, INCLUDING WITHOUT LIMITATION, THESE PROGRAM TERMS & CONDITIONS, AND YOUR PARTICIPATION IN THE PROGRAM.**

**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 (including without limitation Solar-Buy-Back Program bill credits or other bill credits) 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 bill credits and rewards are non-transferable. You may not assign, apply, or otherwise transfer any Discount, bill credit 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.