

RELIANT BATTERY PERKS PROGRAM

Terms of Service

This document explains the terms and conditions that apply to your participation in the Battery Perks Program from Reliant Energy Retail Services, LLC (“Reliant” or “us”). By submitting your Battery Perks Program application to us, you are entering into a contract with us regarding your energy storage device and you will be bound by these terms and conditions (“Agreement”). Participation in Reliant’s Battery Perks Program is optional and will not impact your agreement to purchase electricity service from Reliant.

Contact Information

Reliant’s retail electric provider (“REP”) certificate number with the Public Utility Commission of Texas (“PUCT”) is 10007. You can contact us 24 hours a day, 7 days a week at:

Local Houston-Area Telephone: 713-207-7777

Toll-free Telephone: 1-866-222-7100

Website: reliant.com

Email: batteryperks@reliant.com

Or, write to us at:

Reliant

P.O. Box 3765

Houston, TX 77253-3765

Language Preference | Preferencia de idioma

You have requested to receive your Reliant Battery Perks Program information in English. If you wish to change your language preference to Spanish, please contact us at 713-207-7777 or 1-866-222-7100. Usted solicitó recibir la información del Programa Reliant Battery Perks en español. Si desea cambiar su preferencia de idioma al inglés, llámenos al 713-207-7777 o al 1-866-222-7100.

Program Description

The Battery Perks Program (“Program”) enables customers to receive a financial incentive for authorizing Reliant to deploy their energy storage device (e.g., battery) under certain conditions (“Program Events”), such as when demand on the Texas electric grid is high to help balance energy supply and demand. By participating in this Program, you agree that Reliant may enroll your energy storage device in the Public Utility Commission of Texas (“PUCT”) and Electric Reliability Council of Texas (“ERCOT”) aggregated distributed energy resource (“ADER”) pilot program.

Reliant operates its Battery Perks Program in partnership with Enphase Energy, Inc. (“Enphase”), the manufacturer of your battery storage system. By enrolling your battery in the Program and entering into this Agreement with us, you are also agreeing to the Energy Grid Participant Agreement with Enphase, which is attached to this Agreement as Appendix A.

Eligibility Requirements

To participate Reliant’s Battery Perks Program, you must: (i) be a Texas customer of Reliant in good standing at the time of any Program event and for the duration of your participation in the Program; (ii) have an installed, operable Enphase battery that is registered online with Enphase at the enrolled account service address; (iii) have an active/signed interconnection agreement with your local Transmission and Distribution Service Provider (TDSP) to connect your Enphase battery to the grid; (iv) have an Advanced Meter installed by your TDSP that separately measures the in-flow and out-flow of electricity to and from your home; and (v) have the Enphase battery connected to an active Wi-Fi or ethernet network at the enrolled account service address.

Right of Rescission

You have the right to rescind this Agreement without fee or penalty within three federal business days after receiving a copy of this Agreement by contacting Reliant at batteryperks@reliant.com or by calling 1-866-222-7100. In your communication, please include: (i) a request to cancel your Agreement; (2) your name, address, and phone number; and (3) your Reliant account number or ESI ID number.

Program Participation

By enrolling and participating in the Battery Perks Program, you agree to allow Enphase to remotely control your Enphase battery to enable your premise to participate in electricity conservation or reduction and/or export in response to ERCOT control signals or for other reasons as determined by Reliant. As part of this participation, Reliant agrees to purchase, and you agree to sell, any excess energy delivered by your eligible Enphase battery to the grid as described in the “Program Incentives and Customer Benefits” section of this Agreement.

Customers that participate in the Battery Perks Program can manage the parameters of their participation, including setting a minimum battery reserve level beyond which their Enphase battery will not be deployed. However, please note that to participate in the Program you may not set your battery reserve level below 10%. These Program management tools are available in the Enphase Enlighten app.

Program Incentives and Customer Benefits

Reliant will provide you with a \$50 reward each billing cycle that your Enphase battery is available for and participates in the Program. These participation rewards, if earned, will be applied as credits to your electric bill with Reliant 1-2 billing cycles after they are earned. Collectively, these rewards are the only compensation you will receive from Reliant for participating in the Battery Perks Program. You are responsible for all other costs relating to your participation in the Program, including but not limited to the costs for charging your Enphase battery.

Reliant may make changes to Program rewards and incentives from time to time. Reliant will notify you via email at least 14 days before any material changes to Program rewards and incentives are applied to you.

Contract Term

The term of your Battery Perks Program Agreement is month-to-month and there is no early termination fee for cancellation.

Cancelling Your Contract and Termination

You may cancel your participation in Reliant’s Battery Perks Program enrollment at any time without penalty by contacting Reliant at batteryperks@reliant.com or by calling 1-866-222-7100. Cancellation will be processed and effective within two business days of receipt. You also have the ability to terminate this Agreement without penalty if you move to another premise and provide evidence of your move, if required, and a forwarding address.

Your participation in Reliant’s Battery Perks Program will automatically be cancelled when you no longer receive electric service from Reliant or in the event of discontinuation of the Program as described below. If you no longer receive retail electric service from Reliant, this Agreement is void and no termination fee or penalty will be assessed on you.

Upon termination of this Agreement, any Battery Perks Program rewards and incentives on your account will first be applied to any outstanding amounts owed by you to Reliant, and any remaining credit amount will be refunded to you.

Changes to Program Terms and Conditions or Discontinuation of Program

Reliant’s Battery Perks Program and these terms are subject to change and may be discontinued or modified at any time. We will provide you with at least 14 days advance written notice of any material change or discontinuation of the Battery Perks Program; except that any changes to the Battery Perks Program made by Reliant as a result of a change in Law or that are beneficial to you may be made without advance notice. Notice shall be provided to your email address.

Communications

Enrollment in the Battery Perks Program requires you to maintain a valid email address. You are responsible for keeping your email address updated with Reliant. In the event that your email address has changed, is not functioning properly, or is no longer valid, you may not receive Program communications from Reliant.

Privacy of Customer Information

By participating in the Battery Perks Program, you agree that Reliant may share your enrollment and usage and battery information with third parties providing services related to the Program.

LIMITATION OF LIABILITY; INDEMNIFICATION; DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT RELIANT IS NOT THE MANUFACTURER OF THE ENPHASE EQUIPMENT, AND THAT RELIANT WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE ENPHASE EQUIPMENT, AND YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY RESULTING FROM THE EQUIPMENT. RELIANT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ENPHASE BATTERY AND RELIANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENPHASE BATTERY AND SERVICES, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

AS A CONDITION TO YOUR PARTICIPATION IN THE BATTERY PERKS PROGRAM, YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS RELIANT AND ITS AGENTS AND EMPLOYEES FROM ALL LIABILITY, CLAIMS, DEMANDS, COSTS, OR LOSSES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOSS OF LIFE OR PROPERTY, SUSTAINED BY YOU, YOUR AGENTS OR FAMILY, OR ANY THIRD PARTIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, TESTING, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, REMOVAL, DEFECT OR FAILURE OF YOUR ENERGY STORAGE SYSTEM OR RELATED EQUIPMENT, INCLUDING BUT NOT LIMITED TO YOUR ENPHASE BATTERY AND OTHER ENPHASE EQUIPMENT. YOU ALSO AGREE TO RELEASE AND HOLD HARMLESS RELIANT FROM ANY LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE OR EXPENSE RESULTING FROM YOUR PARTICIPATION IN THE BATTERY PERKS PROGRAM. THESE OBLIGATIONS SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Complete Agreement

This Agreement constitutes the entire agreement between you and Reliant with respect to the Battery Perks Program and supersedes all other written or oral communications and representations.

APPENDIX A
ENPHASE ENERGY GRID SERVICES PARTICIPANT AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS BETWEEN ENPHASE ENERGY, INC. (“**ENPHASE**”) AND YOU (“**YOU**” OR “**PARTICIPANT**”) AND DESCRIBES THE TERMS AND CONDITIONS THAT APPLY TO ENPHASE’S PROVISION OF GRID SERVICES (DESCRIBED BELOW) TO YOU IN CONNECTION WITH THE PROGRAM DESCRIBED BELOW. IF RELIANT (DEFINED BELOW) HAS NOT ADVISED ENPHASE THAT YOU ARE PARTICIPATING IN THE PROGRAM, YOU ARE NOT ELIGIBLE TO RECEIVE THE GRID SERVICES DESCRIBED BELOW. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

1. Definitions.

“ Retail Electric Provider ” or “ REP ”:	Reliant Energy Retail Services LLC
“ Utility ”:	The transmission and distribution services provider for Participant’s geographic area.
“ Program ”:	Battery Perks Program
“ Program Agreement ”:	The agreement(s) between Participant and the REP regarding the Program.
“ Battery ”:	Enphase IQ battery enrolled in the Program and connected to the internet via Wi-Fi or ethernet.
“ Term ”:	Start Date is the date that Participant joins the Program. Enrollment continues on a Month-to-Month basis
“ Committed Capacity ”:	The continuous power (kW rating) and/or the total kWh discharge that the Battery will discharge during the Dispatch Period, as mutually agreed upon between RELIANT and Participant.
“ Dispatch Period ”:	The period(s) during which the Grid Services will be provided, as determined by the REP.
“ Performance Data ”:	Some or all of the following: <ul style="list-style-type: none"> • Battery UUID • Battery discharge timestamp • Battery energy • Battery power • Battery state of charge • Battery stored energy • Battery mode • Solar energy production • Solar power production • System grid connectivity • Connectivity status
“ Grid Services ”:	Dispatch of the Committed Capacity to serve onsite load or be exported to the grid during the Dispatch Period during the Term according to the instructions provided to Enphase by or on behalf of the REP from time to time.

2. Participant Obligations. Participant will ensure that the Battery has energy stored in it prior to each Dispatch Period sufficient to meet the Program requirements. Participant will not: (a) set the Battery reserve level below 10%; (b) engage StormGuard™ mode during a Dispatch Period; (c) attempt to override or interfere with the Grid Services. Additionally, Participant confirms that (i) Enphase is authorized to represent Participant in connection with the Program and the REP; and (ii) Participant will comply at all times with the Program Agreement. **Please note: if your Utility requires you to implement Power Export Limits (PEL) or Power Control Settings (PES) in connection with your solar energy or Battery systems, you may not be eligible to participate in the Program or your Battery's ability to discharge the Committed Capacity may be limited.**
3. Grid Services. Enphase will use commercially reasonable efforts to provide the Grid Services during the Dispatch Period during the Term; provided, however, that Enphase will have no obligation to provide the Grid Services if (a) the Battery has not been properly installed and/or connected to the Utility’s grid; (b) the Battery is not connected to the internet through ethernet or a robust Wi-Fi or ethernet connection; (c) the Battery does not have interval metering with communications capability; (d) the Battery or the solar energy system to which the Battery is connected utilizes Power Export Limits (PEL) or Power Control Settings (PCS); (e) Participant withdraws from the Program (for example, by terminating the Program Agreement); (f) Participant or the REP instructs Enphase in writing not to provide the Grid Services during the applicable Dispatch Period; (g) Participant withdraws its consent to Enphase sharing the

Performance Data with REP; (h) the Program is terminated or suspended for any reason; (i) Enphase in its sole discretion determines that provision of the Grid Services creates the risk of personal injury or property damage or would violate any law, rule, or regulation; or (j) Participant is in breach of this Agreement.

4. Payments to Participants: Enphase will have no obligation to pay any amount to Participant in connection with Participant's participation in the Program.
5. Participant Data. Enphase's access, use, and sharing of Participant's personal data in connection with this Program are subject to the Enphase Privacy Policy available at <https://enphase.com/legal/privacy-policy>. Participant consents to Enphase sharing with the REP, and other parties (if any) at the REP's direction, the Performance Data and the personal information submitted by Participant in the Program enrollment process. Participant may revoke this consent by providing written notice to GridServices@enphaseenergy.com and privacy@enphaseenergy.com; provided, however, that such revocation will be deemed to be a request to withdraw from the Program.
6. Failure to Perform. If Participant receives written notice from the REP that the Battery is failing to perform in connection with the Program ("**Failure Notice**"), Participant promptly will relay that Failure Notice to Enphase at GridServices@enphase.com, along with all documentation provided by the REP in connection with such Failure Notice. Enphase will use commercially reasonable efforts to work with Participant to resolve any issues identified in the Failure Notice within thirty (30) days of Enphase's receipt of such Failure Notice.
7. Termination. Participant may terminate this Agreement and may withdraw from the Program at any time by contacting their Retail Electric Provider in the manner specified in the terms of their Program Agreement. Enphase will use commercially reasonable efforts to complete your unenrollment within 30 days of receipt of notice from the Retail Electric Provider. Participant may contact Enphase at GridServices@enphase.com to check status of unenrollment or to confirm unenrollment.
8. NO WARRANTY. ENPHASE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GRID SERVICES OR THE PERFORMANCE DATA, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. ALL GRID SERVICES AND PERFORMANCE DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR ANY USE OF OR RELIANCE ON ANY GRID SERVICES OR PERFORMANCE DATA.
9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ENPHASE, ITS AFFILIATES, OR THEIR RESPECTIVE REPRESENTATIVES OR CONTRACTORS HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, REVENUE, PROFIT, BUSINESS OPPORTUNITY, OR GOODWILL, NOR LOSS OF PERFORMANCE DATA OR DIMINUTION IN VALUE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE GRID SERVICES OR PERFORMANCE DATA, REGARDLESS OF WHETHER THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF ENPHASE, ITS AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GRID SERVICES OR PERFORMANCE DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FROM INTENTIONAL MISCONDUCT, OR FRAUD. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
10. General. Participant will not assign or transfer this Agreement or any rights or obligations, by operation of law or otherwise, without the prior written consent of Enphase and REP. Any assignment in violation will be void. This Agreement constitutes the entire agreement between Participant and Enphase with respect to the Grid Services, and supersedes all previous communications, course of dealing representations and agreements, whether oral or written, between Participant and Enphase with respect to the Grid Services. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by Participant and Enphase. No course of dealing or

usage of trade may be invoked to modify this Agreement. The failure by Enphase to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions. If any provision of this Agreement is unenforceable as written, the remainder of this Agreement will remain in effect and the unenforceable provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement. This Agreement will be governed by the laws of California without reference to conflict of laws principles and all disputes arising out of or related to this Agreement will be brought in the state courts in Santa Clara County, California or in the United States District Court for the Northern District of California, and each party irrevocably submits to the exclusive jurisdiction and exclusive venue of any such court in any such suit.