

## **Reliant Third-Party Battery Ownership VPP Program – Sunrun Terms and Conditions**

This document (“Agreement”) explains the terms and conditions that apply to your participation in the Third-Party Battery Ownership Virtual Power Plant Program (“Program”) from Reliant (“Reliant” or “us”). Sunrun, Inc. (“Sunrun”), as the owner and/or operator of the battery at your home, has enrolled, or will enroll, the battery in the Program pursuant to the terms of your agreement with Sunrun. You acknowledge that you are bound by these terms and conditions and your participation in the Program is subject to this Agreement.

### **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](http://reliant.com)

Email: [service@reliant.com](mailto:service@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 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 sobre el Programa (Third-Party Battery Ownership Virtual Power Plant Program) 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 Program enables Sunrun to authorize Reliant to dispatch Sunrun’s battery under certain conditions (“Program Event”), such as when demand on the Texas electric grid is high, to help balance energy supply and demand. Under this Program, the battery will not be discharged below a minimum charge, the level of which has been agreed between you and Sunrun. You may receive an incentive from Sunrun (a “Sunrun Incentive”) in connection with the battery’s participation in the Program. The terms of any Sunrun Incentive shall be solely between you and Sunrun. Reliant shall not be responsible for, and hereby disclaims any liability related to, any Sunrun Incentive. Reliant may offer you an incentive, separate from any Sunrun Incentive, (a “Reliant Incentive”) the terms of which would be shared with you in connection with your agreement to the Reliant Incentive, if applicable.

Reliant operates the Program in partnership with Sunrun. By participating in the Program you are also confirming that you have entered into a contract with Sunrun that allows Sunrun to operate your battery.

### **Eligibility Requirements**

To participate in the Program, you must: (i) be an electricity account holder of Reliant in good standing and enrolled in a qualifying electricity plan at the time of any Program Event and for the duration of your participation in the Program; (ii) have an installed, operable battery owned by Sunrun and subject to a contract with you, at the enrolled electricity account service address, that properly communicates with Sunrun’s energy management system; (iii) have an active/signed interconnection agreement with your local Transmission and Distribution Service Provider (“TDSP”) to connect the battery on your property 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; (v) have the battery on your property connected to the Internet via an active Wi-Fi, ethernet or LTE cellular network at the enrolled account service address; and (vi) remain in compliance with all the terms and conditions of your contract with Sunrun at all

times during the term of the Program. Please note that the Program is not available to customers who have been designated by their TDSP as a Critical Care or Chronic Condition Residential Customer.

#### **Right of Rescission**

You have the right to rescind this Agreement without fee or penalty from Reliant within three federal business days after receiving a copy of this Agreement by contacting Sunrun using the contact information provided in your contract with them. Sunrun will then notify Reliant about your rescission. Cancellation of this Agreement will not trigger cancellation of your contract with Sunrun but may trigger obligations from you to Sunrun under your contract with them and/or otherwise affect any Sunrun Incentive or Reliant Incentive you may be receiving due to the battery participating in the Program.

#### **Program Participation**

By being a participant in the Program, you acknowledge that Reliant and Sunrun will remotely control and receive data from the battery on your property to enable your home to participate in electricity consumption and/or export at Reliant's discretion. In exchange for this participation, you may receive benefits from Sunrun and/or from Reliant as described in the "Program Incentives and Customer Benefits" section of this Agreement.

#### **Program Incentives and Customer Benefits**

In the event Reliant chooses to provide you with an incentive for the availability and participation of the battery on your property in Program Events, you will be notified of the details of such Reliant Incentive. You are responsible for all costs, if any, relating to your participation in the Program, including but not limited to the costs for charging the battery on your property.

Reliant may make changes to any Reliant Incentive, if applicable, from time to time. Reliant will notify you via email at least 14 days before any material changes to the Reliant Incentive are applied to you.

#### **Contract Term**

The term of this Program agreement is month to month.

#### **Cancelling Your Contract and Termination**

Your participation in the 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. Your participation in the Program may also be terminated by Reliant if you do not satisfy the eligibility requirements described above. If you no longer receive retail electric service from Reliant, this Agreement will be automatically cancelled and no termination fee or penalty will be assessed by Reliant on you.

Upon termination of this Agreement, any Reliant Incentives resulting in a bill credit on your electricity account (if applicable) will first be applied to any outstanding amounts owed by you to Reliant, and any remaining bill credit amount will be refunded to you.

#### **Changes to Program Terms and Conditions or Discontinuation of Program**

The 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 Program; except that any changes to the 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 Program requires you to maintain a valid email address with us. 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 Program, you agree that Reliant may share your enrollment information, participation data, electricity usage, and battery information with Sunrun and other 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 OR LESSOR OF THE BATTERY EQUIPMENT, AND THAT RELIANT WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE BATTERY 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 BATTERY AND RELIANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE BATTERY AND SERVICES, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

AS A CONDITION TO YOUR PARTICIPATION IN THE 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 THE BATTERY AND OTHER 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 PROGRAM AND/OR ANY SUNRUN INCENTIVE. 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 Program and supersedes all other written or oral communications and representations.