Reliant Degrees of Difference Smart Thermostat Program Terms and Conditions

These terms and conditions (the "Terms and Conditions") apply to participants in the **Reliant Degrees of Difference Smart Thermostat Program** (the "Demand Response Program") and are between you and Reliant Energy Retail Services, LLC ("Reliant"). The Demand Response Program encourages and enables you to participate in electricity conservation or reduction in response to Demand Response Program events called by Reliant. You acknowledge and agree that your participation in the Demand Response Program is subject to these terms and conditions.

Eligibility Requirements for Demand Response Program:

1. You must be a Reliant electricity account holder at the time of any Demand Response Program event.
2. You must have an operable and eligible thermostat manufactured by Vivint, Google Nest, Sensi, Resideo, or other manufacturer authorized and approved by Reliant (an "Eligible Thermostat") controlling an HVAC system at the account service address.
3. You must have an active electricity Smart Meter at the electricity account service address.
4. The Eligible Thermostat must be connected to an active Wi-Fi network at the electricity account service address.
5. The Eligible Thermostat's firmware must be up to date at the time of program participation.
6. The Eligible Thermostat must be installed and registered according to the manufacturer's process.
7. You must complete Reliant's online enrollment process for participation in the Demand Response Program, which can be accessed here: *https://www.reliant.com/en/residential/electricity/energy-management/degrees-of-difference-rewards* .
8. You agree to the Terms & Conditions set forth in this agreement.

The Demand Response Program:

As a participant in the Demand Response Program, you acknowledge and agree that your use of an Eligible Thermostat and your participation in the Demand Response Program are subject to each of the following Terms & Conditions.

You agree to participate in electricity conservation or reduction in response to Demand Response Program events called by Reliant. You agree to allow Reliant to coordinate with your Eligible Thermostat manufacturer to remotely adjust your Eligible Thermostat during your participation in the Demand Response Program.

Reliant may offer incentives for participating in the Demand Response Program ("Rewards"). A disclosure of any applicable Rewards and how you will receive them were provided to you at enrollment. Rewards will be issued at the household level with each household being eligible for one Reward per Program year. Your electricity account and Demand Response Program enrollment must be active at the time of Reward issuance to receive any applicable Rewards.

Reliant reserves the right to cancel or modify the Demand Response Program and/or Rewards at any time. Reliant will provide you with at least 14 days advance written notice of any material change to, or

discontinuation of, the Demand Response Program and and/or Rewards; except for any changes to the Demand Response Program and/or Rewards 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.

The Demand Response Program runs annually from November 1st-October 31st. Your participation will be measured based on your performance during eligible event hours, rounded to the nearest minute. Eligible event hours will be calculated at the household level. Eligible hours may differ among participating customers and your participation will be calculated based on Program enrollment date.

You will be notified when a Demand Response Program event is occurring**.** You always have the ability to opt-out of any particular Demand Response Program event by adjusting the thermostat settings. Please note, however, that if you opt out of 50% or more of your eligible Demand Response Program event hours during a Program Year (November 1st-October 31st) Reliant reserves the right to not provide you with your Reward or provide you with a decreased Reward proportionate to your participation level. Additionally, if Reliant does not call any Demand Response Program events in which you participate during a Program Year, you will not receive a Reward.

All Eligible Thermostats that you register will be subject to the Demand Response Program. Reliant may cancel Demand Response Program participation for any thermostat that does not meet the eligibility requirements set forth in these Terms & Conditions. Failure to successfully install, register, and enroll your Eligible Thermostat with Reliant will prevent your participation in the Demand Response Program.

You are responsible for keeping your email address updated with Reliant. If your email address has changed, is not functioning properly, or is no longer valid, you may not receive Demand Response Program communications from Reliant.

The term of your Demand Response Program Agreement is month-to-month and there is no early termination fee for cancellation. You may cancel your enrollment in the Demand Response Program at any time by calling Reliant at 1-866-222-7100. It may take up to seven (7) days for your cancellation request to be processed. While your cancellation request is being processed, you always have the ability to opt-out of any particular Demand Response Program event by appropriately adjusting the thermostat settings. Your enrollment in the Demand Response Program will automatically terminate when you no longer receive retail electric service from Reliant.

By participating in the Demand Response Program, you agree that Reliant may share your enrollment and usage information with one or more third parties providing services related to the Demand Response Program, including demand response management systems providers, which may include Renew Home, LLC. You agree that Reliant may suspend or terminate your participation in its Demand Response Program for any reason, including if you move from your residence.

Language Preference/Preferencia de Idioma

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

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:

Toll-free Telephone: 1-866-222-7100
Website: www.reliant.com
Email: service@reliant.com

Or, write us at:

Reliant
P.O. Box 3765
Houston, TX 77253-3765

Limitations of Liability

RELIANT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ELIGIBLE THERMOSTATS, AND RELIANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELIGIBLE THERMOSTATS AND SERVICES, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES, AND FITNESS FOR A PARTICULAR PURPOSE.

You release and hold harmless Reliant from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the Demand Response Program.

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