



<b>PUCT License</b>	#10174
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## Residential Terms of Service

You (“you” and/or “Customer”) have enrolled with and agreed to purchase electricity from MP2 Energy Texas LLC d/b/a Shell Energy Solutions (hereafter “Company”, we, us and/or our) a certified Retail Electric Provider (“REP”) in the state of Texas. Until such time that your service location is switched to Company you will remain liable to your previous REP and Company bears no obligation or liability to you or to your previous REP for energy usage from the date you enroll until the date of the actual switch.

This document explains the terms and conditions of your agreement to purchase electricity from Company. Your agreement with Company includes these Terms of Service, your enrollment authorization, the Electricity Facts Label (“EFL”), Your Rights as a Customer disclosure document (“YRAC”) and any and all amendments and addendums thereto (“the Agreement”, the “Electricity Supply Agreement” or the “Contract”.) You and Company are at times referred to within this Agreement individually as a “Party” and collectively as the “Parties”. By executing the Agreement, you are hereby: 1) appoint Company to arrange for purchase and delivery of electricity (including volume balancing, and billing) from any source on your behalf for the Term as defined in the Agreement; and 2) request that all electric service associated with your name and/or address or electric service identifiers (“ESIIDs”) be transferred to Company under the Agreement. A copy of the Agreement is available to you upon request. Please retain the Agreement for your records.

**1. Customer Information, Information Release, and Authorization:** By entering into the Agreement, you authorize your local Transmission Distribution Utility (“TDU”) to release to Company certain information required to provide you with electricity, including, but not limited to your address, account numbers, billing address, service address, telephone number, standard offer service type, historical and future usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. Additionally, you recognize that Company may require your additional written authorization for Smart Meter Texas to provide Company access to up to twelve (12) months of your historic electricity usage. Upon request, you agree to provide any such written authorization in a timely manner, but in any event within thirty (30) days from the date of Company’s request. You further authorize Company to release that information to third parties, including your broker if applicable, who need to use or be aware of such information in connection with my electric service under the Agreement. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Company.

### 2. Pricing:

a. Fixed Rate Pricing – For a fixed rate plan, you agree to pay the price as indicated in the applicable EFL all amounts shown on your invoice. The energy rate as noted in the applicable EFL is fixed and will not change during the term of the Agreement except to the extent to reflect changes in TDU charges, changes to the ERCOT or TRE administrative fees charged to load or changes resulting from federal, state, or local laws or regulatory rules that impose new or modified fees or costs on REPs, including Company. Such charges will be passed through to Customer at cost. You may also pay an administrative fee, the amount of which, if applicable is disclosed on your EFL.

b. Month-to-Month Plan –. FOR A MONTH-TO-MONTH PLAN, YOU WILL PAY THE INITIAL RATE PER KWH AS SPECIFIED IN YOUR CONTRACT SUMMARY. FOR THE FIRST BILLING CYCLE. AFTER THE FIRST BILLING CYCLE OR, ALTERNATIVELY, AT THE END OF YOUR FIXED RATE PLAN WITHOUT ADDITIONAL INSTRUCTION FROM YOU, YOU WILL MOVE TO A MONTH-TO-MONTH PRICING PLAN WHERE YOUR RATE WILL VARY AT THE COMPANY’S SOLE DISCRETION. A MONTH-TO-MONTH PRICING PLAN WILL INCLUDE A VARIABLE RATE WHICH SHALL REFLECT A NUMBER OF FACTORS, INCLUDING BUT NOT LIMITED TO, THE COST OF ELECTRICITY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), SUPPLY AND HEDGINGS COSTS, BALANCING COSTS, RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES, CHANGES IN LAW OR OTHER ASSESSMENTS, AND COMPANY’S COSTS, EXPENSES AND MARGINS, INCLUDING PROFIT MARGINS DETERMINED IN THE COMPANY’S

SOLE DISCRETION. THERE IS NO LIMIT TO VARIABLE RATE OR HOW MUCH IT WILL CHANGE FROM ONE BILLING CYCLE TO THE NEXT, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your EFL.

c. See also Product Specific Terms for your Solar Buyback, Electric Vehicle and/or Storage Incentive plans.

**3. Invoicing:** Company will invoice you for each service location under this Agreement on a monthly basis, or as mutually agreed upon by the Parties. The invoice shall consist of the following components:

a. Energy Rate per kWh as specified in the Agreement multiplied by the energy consumption at the service location(s) as provided by the TDU measured in kWh and billed in US dollars. This energy cost per kWh does not include items (b) through (e) of this Section which items will be billed as separate line items:

b. TDU charges (or credits) attributable to your ESIID(s);

c. Regulatory charges/assessments and taxes including Sales and Use Tax, Miscellaneous Gross Receipts Tax (MGRT), and PUC Assessments (PUCA) attributable to or incurred as a result of your ESIID(s);

d. Late fees, insufficient fund fees, disconnection notice fees, administrative fees or any additional charges that are authorized in the Agreement.

e. Non-Recurring Fees charged by your TDU and passed through to you at cost including but not limited to: Move In, Install, Priority Move In, Reread, Off Cycle, Disconnection Fee, Reconnection Fee, Priority Reconnection Fee, Weekend Reconnection Fee, and Meter Test. These fees are imposed by your respective TDU and are uniform amongst all REPs.

**4. Payment:** All invoices are due and payable sixteen (16) calendar days from the billing date on the invoice. We may issue invoices less frequently if you agree to accept such arrangements. If e-billing is required for participation in a plan, we will disclose in your EFL, and your invoice will be sent electronically as part of your agreement to receive invoices by email. You may pay your invoice by certain credit cards, debit card, wire or automatically from your checking or savings account on the due date by using AutoPay through electronic funds transfer (hereafter "EFT"). By enrolling in EFT payments with Company, you hereby authorize Company to immediately debit/credit all payments due including any late charges, fees, or early termination fees, on the day the invoice and/or payment is due. Invoices shall be deemed past due and delinquent at the close of business on the day the invoice is due. Late payments, delinquent or past due balances will result in a late payment fee equal to five percent (5%) of the month's past due amount.

In the event that you dispute the charges on your invoice, please contact Company at least five (5) business days before your invoice due date. We will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your invoice. However, if you are enrolled in ongoing EFT payments, and you contact Company regarding a dispute less than five (5) days prior to your invoice due date, it may not be possible for Company to cancel the EFT with regard to the disputed amounts. If you dispute an amount due and it is subsequently determined that you owe Company the disputed amount, you shall remit the outstanding balance to Company within five (5) days following such determination. Any amounts that may have been overpaid or underpaid shall be applied by Company to your next monthly invoice and shall be paid by you. You are responsible for all applicable federal, state and local taxes and charges. If you are tax exempt, it is your responsibility to provide Company with the necessary tax exemption certificate. Company reserves the right to include in any subsequent invoice, adjustments related to previous invoices, previous invoicing errors, meter read errors, miscalculation of taxes or other errors or omissions.

If you pay through any method and there are insufficient funds, or if you pay by EFT and there are not ample funds in the account to cover the invoice, you may incur fees from your financial institution and Company will assess, and you agree to pay, a thirty dollar (\$30.00) insufficient funds fee for each transaction. If you fail to timely pay any amounts due and we refer your outstanding invoice to an attorney or collection agent for collection, file a lawsuit, are forced to collect your outstanding balance through bankruptcy, probate or other judicial proceedings, then you agree to pay any and all reasonable fees and expenses (including attorney's fees) that Company incurs in the collection process.

**5. Payment Arrangements and Payment Assistance:** In the event that you anticipate having difficulty paying your invoice by the due date please contact us. You may be eligible for payment assistance or a deferred payment plan.

**6. Budget Billing:** You may be eligible for a budget billing option. If you are eligible and would like to be a part of budget billing, reach out to customer service at [HappytoHelp@ShellEnergy.com](mailto:HappytoHelp@ShellEnergy.com) or call during normal business hours to learn your options for budget billing. Enrollment and continued participation in budget billing is limited to customers who are not currently delinquent in payment to Company. You are considered delinquent in payment if the date specified for payment of an invoice has passed and you have not paid the full amount due. Your account balance will be due in full upon cancellation or termination of this Agreement or if your service is disconnected. Participation in budget billing is not available for accounts with multiple ESI IDs. For budget billing, we may require installment payments, we will provide you with a copy of your deferred payment plan in writing. You may call us at any time to determine the amount that must be paid to be removed from the billing plan.

**7. Credit Requirements and Deposits:** You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and EDC bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements or provide required deposits. Company may use credit-reporting

agencies to document and evaluate your credit and/or payment history. We do not deny service to you based on your credit score, however, if you do not meet our credit criteria or cannot demonstrate satisfactory credit as defined in PUC Substantive Rule 25.478 <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>, Company may require a deposit from you. You may demonstrate satisfactory credit as defined in PUC Substantive Rule 25.478 by showing that you are sixty-five (65) years of age or older and are not currently delinquent in paying an electric account or submitting a prescribed letter certifying that you have been a victim of family violence. If either of these circumstances apply to you, please call for more information. A deposit may also be required for certain product types in accordance with specific conditions set forth on the product's EFL. If a deposit is required, the amount shall not exceed the greater of either the sum of your estimated billings for the next two (2) months or one-fifth (1/5) of your estimated annual billing.

If you are required to pay a deposit, any deposit held for more than thirty (30) days will accrue interest from the date of receipt at the annual rate established by the PUC. Your deposit will be returned or otherwise credited to your account at such time as you have made twelve (12) consecutive monthly payments by the specified due date, otherwise Company will be entitled to keep your deposit until your service with Company terminates. If you establish satisfactory credit with us by making timely payments for twelve (12) consecutive months, then we will apply the deposit plus accrued interest to your account. If you do not make timely payments for twelve (12) consecutive months, to us, during the time you receive service from us, then we will apply the deposit plus accrued interest against the outstanding balance on your final invoice. We will bill you for any remaining balance and the invoice will be due upon receipt. We will make reasonable efforts to return any unclaimed credits, if a credit balance exists on your account, after payment of your final invoice from us. Unless we receive your specific request, account balances that are less than one dollar (\$1.00) will not be returned.

Deposits for existing customers. Company may require an additional deposit from you once you are an existing customer if a disconnection notice has been issued or your account has been disconnected in the previous twelve (12) months, and if your average actual billings over the previous twelve (12) months are at least twice the amount of the original average of your estimated annual billings. Your service may be disconnected if a deposit is not paid within ten (10) calendar days after the date of the request for deposit. Company will apply any cash deposit held on your behalf plus any accrued interest (calculated at the PUC approved rate) to the outstanding balance on your final invoice (with any extra amount refunded to you), or to your current balance when you have paid invoices for service for twelve consecutive months without having any late payments.

**8. Term:** Your contract term is set forth on the EFL (the "Term"). Your contract start date is your meter switch date. For a Fixed Rate Plan, contract expiration notices and/or renewal offers will be sent to you at sixty (60) days, thirty (30) days, and fourteen (14) days in advance of the applicable Term for the fixed rate plan. You will have the option to (a) switch suppliers within fourteen (14) days prior to the applicable expiration date without paying an Early Termination Fee, or (b) renew your contract at the renewal rates. If you take no action to terminate your Contract and/or we receive no affirmative response from you, we will continue to serve you electricity on our Month-to-Month Plan until you cancel, switch to another provider, enroll in another Company plan offering, or we terminate or disconnect your service. You should also reference product specific details for your applicable Solar Buyback, Electric Vehicle and/or Storage Incentive Plan(s).

**9. Right of Rescission:** If you are switching service to Company from another REP, you may cancel this agreement without penalty or fee within the first three (3) federal business days after the date of your receipt of these Terms of Service by contacting Company. You may cancel this agreement by: i) Calling us at the 833-743- 5546 or 1-833-743-5528 no later than midnight of the third federal business day after receiving these Terms of Service; ii) sending us a fax at 832-813-8643 no later than midnight of the third federal business day after receiving these Terms of Service; or iii) sending us an email at [HappytoHelp@ShellEnergy.com](mailto:HappytoHelp@ShellEnergy.com) no later than midnight of the third federal business day after receiving these Terms of Service. When contacting us to exercise your right of rescission, please have available or include in the email or fax your name and service address and your Company account number.

**10. Early Termination Fee:** At the end of an applicable Fixed Rate or Real-Time plan Term, you may cancel or terminate the Agreement by switching to a new provider. You may also cancel the Agreement by calling, faxing or emailing Company at the information provided at the end of this Agreement. If you terminate this Agreement before the expiration of the Term or if you default (as set forth below) and an early termination fee is noted in the applicable EFL, then you agree to pay such fee immediately upon termination of this Agreement or immediately upon your default. If you are enrolled in EFT you expressly authorize Company to charge the early termination fee to your account immediately upon the termination or the default. The early termination fee does not apply if you move to another address and if you either i) provide reasonable evidence that you no longer occupy the residence under contract or ii) request new enrollment with Company of your new address on the same date as you end service by Company to your previous address. Upon termination your obligations under the Agreement are satisfied only when your account balance and early termination fee are paid in full. You should also reference product specific details for your applicable Solar Buyback, Electric Vehicle and/or Storage Incentive Plan(s).

**11. Request for New Enrollment Upon Move:** In the event that you move to a new address during the Term of this Agreement you can take the energy rate reflected on the applicable EFL with you so long as i) your new address sits in the same Load Zone, ii) you notify Company of your desire to enroll your new address with Company on the same date that you terminate Company's energy service to your previous address hereunder, and iii) and you enroll your new address with Company within seven (7) days.

**12. Changes by Company:** Company reserves the right to modify or terminate these Terms of Service, without penalty, in response to new or changed law, rule, tariff, regulation, procedure or protocol, or interpretation thereof, or for any other reason. Should Company make a material change or modification to these Terms of Service (other than a change to price in accordance with your product's EFL and/or a change that benefits you, for which you will not receive advance notice), you will be notified fifteen (15) days in advance of such change or modification. Upon receiving this notice, you have the right to choose another REP. If you do not choose another REP before the effective date of the change, Company will continue to serve you under the modified terms. Company may terminate your service without penalty in response to changing market conditions upon proper notice. Such notice may be provided either in Customer's invoice or in a separate mailing. Notwithstanding anything in this Terms of Service to the contrary, in the event Company and/or the applicable product being provided for hereunder become subject to regulations, laws or rules which effectively render this Agreement and/or the provision of electric service from Company to Customer unenforceable or illegal, Company may immediately terminate this Terms of Service upon notice to Customer and without penalty.

**13. Change in Law.** This provision applies to all rate plans as allowed by applicable law. This Agreement is subject to any federal, state, local, or transmission provider changes in law, which includes changes in legislation, regulatory actions, orders, rules, tariffs, regulations, policies, guidance, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles (each, a "Change in Law"). If there is a Change in Law which results in an increased cost to the Company, or the Company is prevented, prohibited or frustrated from carrying out its intent under this Agreement, Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law.

**14. Denial of Meter Access:** In the event Company receives a Denial of Meter Access from the TDU, Company will provide the customer with a notice of such Denial of Meter Access. Company will provide Customer with the first notice free of any administrative charge. If Company receives two (2) or more consecutive Denial of Meter Access notices from the TDU, Company will charge the customer an administrative fee in the amount of \$4.95 for each consecutive notice.

**15. Disconnection of Service: WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR INVOICE IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE OR IF YOU DO NOT PAY A REQUIRED DEPOSIT.** In such instance you will be notified in writing at least ten (10) calendar days before your electric service is disconnected. We may also request disconnection of your electric service without prior notice to you, and immediately, under certain specific situations including the existence of a dangerous condition at your service location or theft of service.

**16. Restoration of Service:** If your service has been disconnected by Company for nonpayment, in order to restore your service Company must receive full payment of the amount indicated on the disconnect notice plus any applicable reconnect fees. Payments may be made by phone to Company during normal business hours (Monday – Friday 8:00 am to 5:00 pm) or online at [www.ShellEnergy.com](http://www.ShellEnergy.com). In the event that you choose to mail the payment, payment must be received by Company by the date indicated on the disconnect notice. Company shall have no responsibility for postal or other delays. A payment returned for insufficient funds or an EFT to an account with insufficient funds shall be treated as if Company received no payment and service may be disconnected again without notice for any returned payments or lack of sufficient funds. A security deposit or additional deposits may be required on accounts that have been disconnected. Upon satisfactory correction of the reasons for the disconnection, Company will notify your TDU to reconnect your service. Please allow 24 to 48 hours for completion of reconnect orders. Company will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnection Notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify your REP that you have corrected and satisfactorily resolved the dangerous situation.

**17. Itemization of Non-Recurring Fees and Charges.** You agree to pay non-recurring fees charged by the TDSP that are necessary to implement and/or maintain your electric service. Non-recurring fees charged by the TDSP may include service connection, disconnection or reconnection fees, meter test fees, special out of cycle meter read fees and such other fees or charges lawfully imposed by your TDSP. These non-recurring fees will be passed through as a line item on your bill. In addition, you agree to pay the following non-recurring fees assessed by Company:

- Disconnection Notice Fee: \$25.00
- Reconnect Process Fee: \$25.00
- Insufficient Check Fee: \$30.00
- Out-of-cycle meter switch Fee: \$25.00
- Late Fee: 5% of past due balances
- AutoPay Opt-Out Fee: \$3.00

**18. Customer Acknowledgements:** Customer acknowledges that Company's ability to invoice Customer depends on the TDU's ability to furnish Company with all necessary information including meter readings or recorded data, as applicable. In the absence of such information from the TDU, Company may invoice Customer based on estimated meter reading according to the Customers historical usage. As soon as practical, and after receipt of actual Customer's energy consumption from the TDU, Company will reconcile on the next invoice any difference(s) between estimated and actual consumption charges.

**19. Events of Default:** An Event of Default occurs upon: i) your failure to pay amounts due under this Agreement; ii) failure of either Party to perform a material obligation under the Agreement; iii) determination that any material representation upon which this Agreement is based is false; or iv) the filing of bankruptcy by either Party.

**20. Remedies upon an Event of Default:** If you default, for reasons other than nonpayment, and you fail to cure the default within five (5) days of written notice Company may terminate this Agreement and calculate the amounts due under the Agreement and the you agree to pay those amounts within five (5) days from the date of invoice. If you are enrolled in EFT you expressly authorize Company to charge the amounts due upon an event of default to your account immediately upon the default. If you default for failure to pay amounts due under this Agreement Company shall have the right to disconnect your service as set forth herein, terminate this Agreement and calculate the amounts due under the Agreement and you agree to pay those amounts within five (5) days from the date of the invoice.

**21. Representations and Warranties:** The electricity sold under this Agreement will be supplied from a variety of generating sources. If you elect to purchase a renewable energy product we will ensure that the appropriate amount of renewable energy credits (RECs) are retired to authenticate the renewable energy contained in the product. We make no representations or warranties other than those expressly set forth in the contract, and we expressly disclaim all other warranties, written or oral, express or implied, including merchantability, conformity to models or samples and fitness for a particular purpose.

**22. Forward Contract:** Company and Customer acknowledge and agree that the transactions contemplated by the Agreement constitute forward contracts within the meaning of the United States Bankruptcy Code.

**23. Assignment:** Customer shall not assign the Agreement or any of its rights or obligations hereunder without the prior written consent of Company, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Company may, without your consent: i) transfer, sell, pledge, encumber or assign the Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; ii) transfer or assign the Agreement to its affiliate. For purposes of this Agreement, an "Affiliate" shall mean any entity directly or indirectly controlling, controlled by or under common control with Company or Shell Energy Solutions. Control means the direct or indirect possession of the power to direct or cause direction of the management policies of the entity; or iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of its assets. Customer acknowledges that under some circumstances Company may be required to assign Company's future interests, rights, and obligations in the Agreement to Company's Energy supplier, Shell Energy North America (US), L.P. ("SENA"), and Customer hereby consents to any such assignment and any such further assignment by SENA of its future interests, rights, and obligations to another entity.

**24. Unenforceability:** If either Party or its activities under the Agreement become subject to any law enacted during the Term that renders the Agreement unenforceable or illegal, then either you or Company may terminate the Agreement without the consent of and upon thirty days' notice to the other and without any obligation, payment or otherwise (other than payment obligations for electricity previously supplied to you).

**25. Force Majeure:** If Company is unable to perform, in whole or in part, due to a Force Majeure event including but not limited to, an act of God, act of the public enemy, war, terrorism, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, failure of a TDU and/or ERCOT, including any order or directive of ERCOT, then its performance under the Agreement will be excused for the term of such event and you agree that in no event shall Company be liable to Customer for any interruption to service.

**26. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES:** YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND/OR DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. YOU ALSO AGREE THAT COMPANY SHALL NOT BE LIABLE WITH RESPECT TO ANY THIRD-PARTY SERVICES. YOU FURTHER AGREE THAT COMPANY'S LIABILITY (TO THE EXTENT NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE) WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND BOTH PARTIES AGREE THAT NEITHER COMPANY OR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE.

**27. Notices and Communication Authorization:** You agree that notices shall be furnished electronically via e-mail. If to Company, send e-mail to [HappytoHelp@ShellEnergy.com](mailto:HappytoHelp@ShellEnergy.com). If to you, Customer, the e-mail address provided during the electronic or telephonic signup and agreement acceptance process shall be used. You agree to maintain the e-mail address provided during signup, or notify Company in writing of an alternative e-mail. By providing us with your e-mail

address and phone number, which includes your mobile or cell phone number, you agree to receive all required notices and Company communications, which includes service alerts, billing and collection issues or account recovery concerns as well as marketing and solicitations, electronically, to that email address, or through live calls, texts, and/or robocalls to your provided phone numbers. It is your responsibility to update or change your contact information, and if you do not, you take full responsibility for errors in communication. E-mail notices will be provided in HTML (or, if your system does not support HTML, in plain text in the text of the e-mail or through a link to the appropriate page on our Website, accessible through any standard, commercially available internet browser.

**Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your services and/or Company account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send such message via text.**

**You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number, or numbers, you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your Services and/or Company account. CONSENT IS NOT A CONDITION OF PURCHASE. YOU MAY CALL 1 (833) 743-5546 OR EMAIL US ([HappytoHelp@ShellEnergy.com](mailto:HappytoHelp@ShellEnergy.com)) TO OPT OUT AT ANY TIME.**

**You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers and that you will promptly update us with when these numbers change. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us.**

**You agree to notify us: (i) if any such phone number changes; (ii) is no longer active; or (ii) is ported from a landline to a wireless phone number. You can manage your contact preferences by updating us at any time. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.**

This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services, marketing and rewards to you. You authorize Company to share your customer information with Company agents, to the extent permitted by law.

**28. Governing Law:** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS. BOTH PARTIES AGREE THE PERFORMANCE OF THIS AGREEMENT TAKES PLACE IN MONTGOMERY COUNTY, TEXAS AND THEREFORE EACH PARTY SUBMITS TO VENUE IN MONTGOMERY COUNTY, TEXAS.

**29. Complaints:** You have a right to make a formal or informal complaint to the PUCT or any regulatory body with authority to review your complaint, and nothing in Section 30 entitled Binding Arbitration, is intended to bar that right to any individual right to complain or dispute your issues. In addition, you can always contact us if you have any questions about your bill or our service. Our customer service representatives will assist with the resolution of your issue or, if they cannot do so immediately, will investigate the matter and report their findings to you. If you have a billing or other dispute that you are not able to resolve with Company, you may contact the PUCT at PO Box 13326, Austin, TX 78711-3326 or by calling (512) 936-7120 or toll free (888) 782-8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the PUCT by calling (512) 936-7136.

**30. BINDING ARBITRATION: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. This Section 30 does not apply to those individual disputes decided by the PUCT. If the PUCT does not have authority regarding your individual dispute, this Section 30 will apply.** We hope we never have a dispute, but if we do, you and Company agree to try for sixty (60) days to resolve it informally. If we can't, you and Company agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. This Arbitration is mandatory and not permissive.

a. **Disputes Covered—Everything.** Except as otherwise stated herein, the term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the Services, Products, Website, Media, the

software related to the Services, the Services' or software's price, your Account, advertising, marketing, communications, pricing actions, Fees, authorizations, your purchase transaction, billing, these terms, and this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation arising between User and Company, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. For example, it includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement; and claims that may arise after the termination of this Agreement.

All disputes and claims must be brought within one (1) year of the claim arising or such claim is barred, abandoned and void. Unless otherwise stated in this Agreement, any arbitration hearing will be held in Houston, Texas. You understand and agree that you will arbitrate with Company in your individual capacity, not as a representative or member of a class. Your claim may not be joined with the claim of any other person, and there will not be authority for any dispute to be arbitrated on a class-action basis. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award.

Notwithstanding the foregoing, either you or Company may bring claims in small claims court in your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed herein. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving your dispute with Company through arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY USING OUR SERVICES, USING OUR PRODUCTS, USING OUR WEBSITE, ENROLLING, AND/OR ENTERING INTO THIS AGREEMENT, YOU AND COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

**b. Opting Out of Arbitration. WITHIN 30 DAYS (UNLESS A LONGER PERIOD IS REQUIRED BY LAW) OF FIRST SIGNING UP FOR SERVICES OR RECEIVING THIS ARBITRATION PROVISION IF ALREADY RECEIVING SERVICES, IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMPANY IN WRITING BY EMAILING US AT NOARBITRATION@SHELLENERGY.COM OR BY CERTIFIED MAIL TO COMPANY at 21 Waterway Avenue, Suite 450, The Woodlands, TX 77380, ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMPANY MUST INCLUDE YOUR NAME, ADDRESS, AND COMPANY ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMPANY OR YOUR USE OF THE SERVICES. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH COMPANY.**

**c. Pre-Arbitration Process.**

- (i) Notice of Dispute. Before commencing an action in arbitration, you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that you demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. Once you have written us the letter, send it to us by certified mail to the Company's address on page 1 of this Agreement.
- (ii) 60 Day Wait Period. If Company has not been able to resolve your dispute to your satisfaction within sixty (60) days from when we received your Notice of Dispute, you may start arbitration proceeding.

**d. Commencing an Arbitration.** To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to company. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/ConsumerForms>.

**e. Arbitration Process.** The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at [www.adr.org](http://www.adr.org). If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will

administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between you and Company. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including User personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is \$10,000 or less, Company agrees that you may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

**f. The Arbitrator's Award.** An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

**g. Arbitration Fees.** Except as otherwise provided in this arbitration provision, Company will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Company commences or that you commence seeking damages of \$75,000 or less. If You commence an arbitration seeking greater than \$75,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay your share of these fees, you may request a fee waiver from the AAA. In addition, Company will consider reimbursing your share of these fees if you indicate you cannot afford them and, if appropriate, will pay directly all such fees upon your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that you incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Company to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and you agree to reimburse Company for any amounts Company may have paid on your behalf.

**h. Governing Law.** Because the Services provided to you involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable. However, the clear intent of the Company entering in this Agreement with User is to be bound by the substantive law of Texas. Company and User agree that the arbitrator or arbitrators: (i) are bound to decide the legal issues of the terms and conditions of this Agreement in accordance with the substantive law of Texas, and (ii) are not authorized to and cannot make an award in equity.

**i. Waiver of Class and Representative Actions. YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Company agree that each party may bring claims against the other only in your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Company account holders, neither You nor Company may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Company proceeds to court rather than through arbitration, You and Company each waive the right to any trial by jury through this Agreement.

**j. Severability and Survival.** If any other portion of this Section 8 arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

**k. Future changes to Dispute Resolution Agreement.** If Company makes any changes to this Section Binding Arbitration provision (other than a change to Company's Notice Address), you may reject any such change by notifying Company via e-mail at [noarbitration@ShellEnergy.com](mailto:noarbitration@ShellEnergy.com) within 30 days of the change. It is not necessary to submit a rejection of the such changes to this Binding Arbitration provision if you had already properly opted out of arbitration in compliance with the requirements of this Section 30. By rejecting a new change, you are agreeing



that we will arbitrate any dispute in accordance with the language of this Binding Arbitration, in accordance with any changes that you did not reject.

**31. Forward Contract and UCC.** You and Company acknowledge and agree that the transactions contemplated by this Agreement constitute “forward contracts” within the meaning of the United States Bankruptcy Code, and further acknowledge and agree that Company is a “forward contract merchant”. Except as otherwise provided for in this this Amendment and the TOS, the provisions of the Uniform Commercial Code (“UCC”) of Texas shall govern this Agreement and energy shall be deemed a “good” for purposes of the UCC.

**32. Electronic Signatures:** Company and you acknowledge and agree that this Agreement and all related agreements and documents to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**33. No Waiver of Default:** No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of the Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

**34. Severability:** Except as otherwise stated herein, any provision or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over Company or Customer, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under the Agreement.

**35. No Third-Party Beneficiaries:** Subject to the provisions above under Assignment, nothing in the Agreement shall provide any benefit to any third party nor shall it provide any third party any claim, cause of action, remedy or right of any kind.

**36. Antidiscrimination:** Company does not discriminate, deny service, or require a prepayment or deposit for service based on a Customer’s race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Company cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of twelve (12) months or less.

**37. Offer and Acceptance:** Company extended the offer for provision of electric service under the terms of the Agreement to Customer telephonically and/or electronically through one or more of its websites. The actual Agreement was e-mailed to Customer using the e-mail address provided during the electronic signup process.

**38. Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the Company’s provision of electric service. This Agreement supersedes any and all previous communications, representations and/or understandings between you and Company and/or between you and any third party acting on behalf of Company, including but not limited to oral communications, representations and understandings, contains the complete and final agreement between the you and Company with respect to the provision of electric service and may be modified only by a written instrument signed by both you and Company.

**39. PUC Substantive Laws and Rules:** You may view the Public Utility Commission’s rules referenced in this Agreement at <http://www.puc.state.tx.us/agency/rulesnlaws/sub-rules/electric/Electric.aspx>

## Product Specific Terms and Addendum

### Solar Buyback Plans

Subject to these terms and conditions for customers enrolled on the Company Solar Buyback Plan, Company agrees to purchase (via credit to your account contracted under this Agreement), and you agree to sell, any energy delivered by your solar energy system to the grid (“Grid Export”) on a monthly basis. Company will credit your account for the value of any Grid Export on a per kWh basis (“Solar Buyback Credit”) at the Solar Buyback Rate.

**Conditions to Participation.** Your participation in the Solar Buyback Program and Company’s obligation to credit your account for Grid Export are conditioned upon the following: you must first (i) have an interconnection agreement in place with your TDU to connect your solar energy system to the grid; (ii) have a dual-channel meter installed by your TDU that measures the in-flow and out-flow of electricity to and from your home (your TDU may assess a charge for this meter, which charge would be passed through to you on your Company invoice reflected as a separate line item and for which you will be obligated to pay); and (iii) be a Company residential electricity customer enrolled in the Solar Buyback Program by completion of an Electricity Supply Agreement.

Company will carry forward any Grid Export kWh to the following billing period until the Solar Buyback Credits can be fully utilized or until they expire or are forfeited in accordance with these terms. Company shall have no obligation to credit you for your Grid Export at any such time that you are past due on your payment of a monthly invoice.

All Grid Export shall accumulate, and Solar Buyback Credits shall be credited on your applicable meter read cycle. If your solar product has a kWh bank, the bank will expire on your local utility's December meter read. To obtain a meter read schedule, please contact your local utility. In the event that the application of your Solar Buyback Credits in any given month results in a negative dollar amount owed by Customer to Company, Company will call that zero ("0") dollars and will have no obligation to pay you any cash or to credit your account with the negative amount shown. Any Solar Buyback Credits that remain at the end of the December billing cycle will expire. The first month of energy usage eligible to receive a Solar Buyback Credit or kWh rollover (see "Products with a kWh bank") will coincide with the first billing month that Company receives meter read data from the TDU reflecting the installation of the approved TDU meter for measuring in-flow and out-flow. Company shall have no obligation to credit you for your Grid Export at any such time that you are past due on your payment of a monthly invoice.

**Products with a kWh bank.** If you export more kWh than you consume in any given month, Company will credit your Grid Export up to the amount of your consumption. Company will then bank and rollover any Grid Export kWh to the following billing period until the Solar Buyback Credits can be fully utilized or until they expire or are forfeited in accordance with these terms. Your kWh bank balance expires on your local utility's December meter read. To obtain a meter read schedule, please contact your local utility.

**Solar Buyback Rate.** The Solar Buyback Credit Value is set at the time of your enrollment based on your offset percentage as communicated to you via email from Company. Any changes to the total price you pay for energy that are made in accordance with the EFL and/or the Terms of Service for your electricity due to an increase in the fixed charges assessed by the TDU and/or ERCOT or the volumetric charges assessed by the TDU and/or ERCOT will not result in a change in the Solar Buyback Rate to be credited under the Solar Buyback Program.

**Modification.** Company reserves the right to modify the Solar Buyback Program and these terms, without penalty. Should Company make a material change or modification to these terms or to the Solar Buyback Program, Company will provide customers with fourteen (14) days advance written notice. Notwithstanding the above, any changes to the Solar Buyback Program made by Company that are beneficial to you, may be made by Company without notice to you.

**Termination and Forfeiture of Solar Buyback Credits.** Company's obligation to credit you for Grid Export will immediately terminate in the event that (i) your agreement with Company for the electric service under the Electricity Supply Agreement is cancelled or terminated for any reason, including non-payment by you or (ii) Company ceases to be the retail electric provider of record for your enrolled premises for any reason. Upon termination of Company's obligation to credit you for Grid Export, you agree that any credits for Grid Export on your account will first be applied to any and all outstanding amounts owed by you to Company and any remaining Solar Buyback Credit amount shall be forfeited by you.

**New Solar Buyback Plan.** In the event that this Agreement expires and you elect to continue receiving retail electricity from Company by entering into any future Electricity Supply Agreement with Company for any program eligible for solar buyback, your Solar Buyback Credit Value will be updated to reflect the future value and will remain in full force and effect until otherwise changed by you or Company in accordance with these terms and conditions.

**Month-to-Month Plan.** If you do not elect to enter into a new Solar Buyback Plan at the expiration of your Agreement, you will go to the Company's Month-to-Month plan and switch-away to a Company rate that is not eligible for solar buyback credits. See Month-to-Month Plan in Section 2(b) for more details. If you go to a Month-to-Month plan, you will forfeit any Solar Buyback Credits that have accrued since your last invoice and Company will have no obligation to compensate you for such forfeited Solar Buyback Credits.

**Termination of Solar Buyback Program.** Company reserves the right to terminate the Solar Buyback Program without penalty upon one (1) day notice due to a change in state, federal or local law or regulation resulting in a change to the meter configuration and/or interconnection required by ERCOT. In the event of such termination, Company shall have no obligation to continue to credit you for Grid Export and you agree that any credits for Grid Export that exist as of the date of the termination will first be applied to any and all outstanding amounts owed by you to Company (including late fees, excluding early termination fees if applicable), and any remaining credit amount shall be forfeited by you.

**Renewable Energy Credits.** Company shall have no obligation to purchase any renewable energy credits produced by Customer.

**Indemnification.** As a condition to your participation in the Solar Buyback Program and in exchange for Company's agreement to credit you for Grid Export from you under these terms and conditions, you agree to release, indemnify, defend and hold Company and its parent, subsidiaries, affiliates, partners, agents, members, managers and employees harmless from any and all liability, claims, demands, costs, and/or losses for personal injuries, property damage, and/or loss of life or property, whether sustained by you, your agents, family, or any third parties and arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect or failure of your solar rooftop system or related equipment. These obligations shall survive termination of this Addendum.

**Ineligibility for Average Billing.** As a condition to your participation in the Solar Buyback Program, while enrolled in the Solar Buyback Program, you will be ineligible to receive an average billing payment plan. Should you elect to enroll in an average billing payment plan you will be automatically removed from the Solar Buyback Program. In this event you will forfeit any Solar Buyback Credits that have accrued since your last invoice and Company will have no obligation to compensate you for such forfeited Solar Buyback Credits.

**Storage.** In the event that you are participating in solar buyback and you install an energy storage system in addition to your solar energy system, including but not limited to a battery system, you agree to notify Shell prior to the installation of the storage system and enroll in a Storage Incentive Plan with Company appointing Company your QSE. Failure to do so will result in company switching you to a different product.

#### Storage Incentive Plans

**Conditions to Participation.** Company maintains energy storage incentive plans that may offer bill credits to customers for deploying storage systems during “Peak Events”. A Peak Event is defined as a period of time in which customers in ERCOT collectively use the most energy. Company will make adjustments to your device, such as charging or discharging a battery at a specific rate, during peak events. In order to do this Company will be the QSE applicable to all storage systems enrolled on any Company program. Company will ensure that batteries are available to perform backup power for the customer as quickly after each Peak Event as possible. Company will calculate your monthly bill credit based on the value of each kW of storage capacity you make available to Company for a minimum duration of three hours at the full capacity of your battery’s rating. You must maintain an internet connection for the battery storage system at all times. Company may remove your battery system from the program at any time and you will no longer receive bill credits.

#### Electric Vehicle Plans

**Conditions to Participation.** Company maintains electric vehicle incentive programs that may offer free hours for charging your vehicle during the lowest cost hours of the day. Company will notify customers of the applicable hours where customers will need to set charging events appropriately to receive free charging hours. In order to do this, you agree to appoint Company your QSE applicable to all electric vehicle systems enrolled on any Company program. You may only use the free hours to charge your electric vehicle. In the event that Company finds customer is using the incentive period for anything other than charging an electric vehicle, Company may switch the customer to a non-incentive program without notice.